

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/137

TITLE: Abi Road Maintenance Pty Ltd Enterprise Agreement 2004-2007

I.R.C. NO: IRC5/2303

DATE APPROVED/COMMENCEMENT: 13 May 2005 / 13 May 2005

TERM: 26

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 June 2005

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Abi Road Maintenance Pty Limited, located at 1A, Talavera Road, North Ryde NSW 2113, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

PARTIES: Abi Road Maintenance Pty Limited -&- The Australian Workers' Union, New South Wales

ABI ROAD MAINTENANCE PTY LTD ENTERPRISE AGREEMENT AUGUST 2004 - 2007

Table of Contents

1. Title
2. Application
3. Definitions
4. Date and Operation
5. Review
6. Commitment
7. Objectives
8. Consultative Process
9. Customer Focus
10. Employment Categories
11. Hours of Work and Shifts
12. Abandonment of Employment
13. Overtime
14. Rostered Days Off
15. Award Restructuring & Skills Matrix
16. Inclement Weather
17. Occupational Health and Safety
18. Loss of Licence/Traffic Infringement Fines
19. Injury Reporting
20. Incident Reporting
21. Quality Management Systems
22. Rates Of Pay/Allowances
23. Pay Increases
24. Contract/Termination of Employment
25. Anti Discrimination, EEO & Sexual Harassment
26. Probationary Period
27. Medical Examinations
28. Distant Work
29. Site Allowances
30. Travel
31. Meal Intervals and Allowance
32. Picnic Day
33. Alcohol and Drugs
34. No Extra Claims
35. Long Service Leave
36. Redundancy
37. Absenteeism/Sick Leave
38. Annual Leave
39. Dispute Prevention and Settlement
40. Training
41. Uniforms and PPE
42. Tool Allowance
43. Call Out Allowance
44. Payment of Wages
45. Superannuation
46. Immigration Compliance

1. Title

The title of this Agreement is the "Abi Road Maintenance Pty Ltd Enterprise Agreement 2004 - 2007".

2. Application

- 2.1 This agreement is binding on:
- (a) Australian Workers Union Greater New South Wales Branch (the Union), its officers and members; and
 - (b) Abi Road Maintenance Pty Limited (Abi Road) in respect of employees of (whether members of the Union or not) whose employment is regulated by the NSW General Construction & Maintenance, Civil & Mechanical Engineering &c., (State) Award, as varied from time to time, (the Award) and who perform road maintenance, landscaping, traffic control and miscellaneous associated work.
- 2.2 This agreement will have no application on a particular project where the Company is contractually bound to provide specific terms of employment. Before employees start on any project where this Agreement does not apply, those employees will be made aware of the applicable pay rates and/or conditions applying to the particular project.
- 2.3 This Agreement, is read and interpreted in conjunction with the General Construction & Maintenance, Civil & Mechanical Engineering &c., (State) Award. Where there is inconsistency between this Agreement and the General Construction & Maintenance, Civil & Mechanical Engineering &c., (State) Award, this Agreement will prevail to the extent of the inconsistency.
- 2.4 The terms and conditions of the General Construction & Maintenance, Civil & Mechanical Engineering &c., (State) Award will continue to apply during the currency of the Agreement. Where the Agreement is silent, the relevant terms of the Award will apply.
- 2.5 The parties agree that this Agreement covers the industry and calling of work performed in or in connection with the road maintenance, landscaping, traffic control and miscellaneous associated work by persons whose work is identified at subclause 2.1(b) and as a consequence, except in the circumstances set out at subclause 2.2, prevails over:
- (a) All NSW awards or NSW agreements that may be or become legally binding on Abi Road in respect of all or part of the field; and
 - (b) All federal awards or federal agreements that may be or become legally binding on Abi Road in respect of all or part of the field.

3. Definitions

"Agreement" means "Abi Road Maintenance Pty Ltd Enterprise Agreement 2004-2007".

"Parent Award" means the General Construction & Maintenance, Civil & Mechanical Engineering &c., (State) Award.

"Company" means Abi Road Maintenance Pty Limited.

"Management" means staff persons engaged by the Company either in a supervisory or management capacity.

"Supplementary Labour" means person engaged as Labour Hire.

"Parties" means the parties to this Agreement as indicated in clause 2.

"Union" means the Australian Workers Union Greater New South Wales Branch.

4. Date and Operation

This agreement shall apply from the date of registration and shall remain in force for 3 years.

5. Review

The parties to the agreement will jointly review the operation of the agreement three months after signing and then at twelve monthly intervals from the date of registration. The forum for this review is the Company Consultative Committee. The final review being made three months prior to expiry date listed in Clause 4.1 herein. Further the parties agree to commence negotiations in good faith aimed at concluding a new agreement no later than two months prior to the expiry date of this agreement.

6. Commitment

- 6.1 The parties to this Agreement are committed to achieving workplace reform through a broad agenda focused upon two fundamental principles.
- (a) Value and personal development of every employee; and
 - (b) Continuous improvement through efficiency, safety, productivity & quality measures
- 6.2 Commitment to the above principles shall include developing:
- (a) New consultative arrangements;
 - (b) Improvement of communication through all levels of Company;
 - (c) Improved forms of work organisation;
 - (d) Greater emphasis upon learning and skill recognition;
 - (e) Better methods of remuneration;
 - (f) Customer/client satisfaction with an emphasis on continuous improvement; and
 - (g) Improving team work through all levels of the company.

7. Objectives

The objectives of this agreement are:-

To provide a sound basis for harmonious industrial relations within the Company and between the parties.

To provide for increased pay and improved conditions of employment for employees.

To provide the means by which the company can introduce significant flexibilities

To ensure the highest possible standards of Occupational Health, Safety and Rehabilitation in the Company.

To provide a career structure for all employees based on skills and competencies, and the contribution they make to the Company's performance.

Eliminate lost time and provide high quality work.

To promote management practices geared towards matching international best practice standards and aimed at fostering a culture of continuous improvement. To this end all employees agree to actively support and assist in the implementation and development of the Abi Road Maintenance's Quality Systems and to participate in this process in whatever capacity may be required.

To ensure that the parties to this agreement have the flexibility to carry out all road maintenance civil engineering and road maintenance works and associated works regardless of the location or nature of project.

8. Consultative Process

- 8.1 A Consultative Committee will be established by the parties to consult about matters involving changes to the organisation and performance of work within scope of this agreement.
- 8.2 Upon certification of this Agreement the State Consultative Committee will be responsible for ensuring that ongoing review of the agreement takes place. The review process will allow ongoing assessment and monitoring of the Agreement for effectiveness and suitability. These meetings will occur every three months.
- 8.3 Consultative Committees will be established consistent with the size and nature of the business. Such committees will be generally comprised of two (maximum four) elected Employee Representatives. Consultative Committees shall deal with matters referred to them by this agreement or other matters agreed to by the parties. Consultative Committees shall establish a meeting programme relevant to the project and consistent with the Project Industrial Relations Management Plan.
- 8.4 The company will provide appropriate training as agreed by the parties to ensure that Committee Members can properly participate in the consultative process.
- 8.5 Union secretaries, officials or their nominee and senior Company Management may attend Project Consultative Committee meetings by invitation.
- 8.6 The Consultative Committee will establish goals for improvement in efficiency and productivity and take appropriate action to implement those goals. Without limiting the efficiencies to be considered by the Consultative Committee the following matters may be considered:
 - (a) Efficient use of labour to maximise productivity.
 - (b) Work organisation.
 - (c) Safety- lost time frequency rate and rates of hazardous incidents.
 - (d) Attitude and motivation- Employee morale/absenteeism.
 - (e) Planning to minimize the effect of wet weather.

9. Customer Focus

- 9.1 At Abi Road Maintenance we understand only too well that our customers assess the service we provide them and the quality of service we deliver by the product they receive, the interactions they encounter with our employees and the response they experience when they have a need.
- 9.2 As we are a customer focused company we know that in order to maintain a high level of customer service and satisfaction, we must not only meet our customer's expectations but exceed them.

10. Employment Categories

- 10.1 All parties acknowledge that all employees covered by this agreement are classified as Permanents or Casuals.
- 10.2 For the purpose of this agreement a permanent employee will be known as weekly employee under the Award.

- 10.3 A "Permanent" employee shall mean an employee who enjoys full entitlements. A permanent employee will be entitled to 38 hours ordinary payment per week, regardless of shift arrangements (subject to wet weather provisions - clause 16).
- 10.4 A "Casual" employee shall mean an employee who is only paid for the time they are engaged. This agreement recognises two categories and rates of pay for casuals, these are defined as;
- (a) Casual Type A
- Casual Type A will be entitled to annual leave and redundancy. They will receive a 12.5% casual loading to the ordinary hourly rate as defined by one thirty-eighth (1/38) of the base weekly permanent wage applicable to the relevant classification contained within the agreement.
- (b) Casual Type B
- Casual Type B will be entitled to a 20% casual loading to the ordinary hourly rate as defined by one thirty-eighth (1/38) of the base weekly permanent wage applicable to the relevant classification contained within the agreement. They will not receive annual leave and redundancy.
- 10.5 Selection and review of casual types: A casual employee will select his or her preferred casual employment type at the commencement of employment with the company. Casuals will be able to alter their casual type annually thereafter or in agreement with the company. Only one change to the type of casual employment will be allowed annually.
- 10.6 On each occasion a casual employee is required to attend work the employee shall be entitled to payment for a minimum of four hours' work.

11. Hours of Work and Shifts

- 11.1 The ordinary hours of work under this agreement shall be 38 hours per week and shall be worked generally in shifts of 8 hours between Monday to Friday. Generally, work undertaken by employees of the company will be performed in accordance with the following shifts, but may be subject to change on due notice;
- | | |
|-------------|--------------------|
| Day Shift | 6.00 am to 6.00 pm |
| Night Shift | 6.00 pm to 6.00 am |
- 11.2 If an employee starts work after 2.00 pm and finishes the shift before 12.00 midnight an afternoon shift loading of 25% will apply to the permanent hourly rate.
- 11.3 Permanent employees will receive a 30 % shift penalty based on the permanent hourly rate that will apply in circumstances where the shift commences after 6.00 pm and finishes after 12.00 midnight.
- 11.4 Permanent employees will receive a 100 % shift penalty based on the permanent hourly rate that will apply in circumstances where a majority of the hours in a shift are worked beyond 6.00 pm on a Saturday or Sunday. If no clear majority is able to be established, then the higher rate shall apply.
- 11.5 Casual employees will receive a 50% shift penalty to the ordinary hourly rate that will apply in circumstances where the shift commences after 6.00 pm and finishes after 12.00 midnight.
- 11.6 Casual employees will receive a 100 % shift penalty based on double the permanent hourly rate that will apply in circumstances where a majority of the hours in a shift are worked beyond 6.00 pm on a Saturday or Sunday. If no clear majority is able to be established, then the higher rate shall apply. The casual shift loading will not apply.
- 11.7 The day on which the shift commences shall determine whether Weekend or Public Holiday penalties shall apply. For Example - A shift that commences before and extends beyond midnight (12.00 am)

Friday shall be regarded as a Friday shift. A shift that commences before and extends beyond midnight (12.00 am) Sunday shall be regarded as a Sunday shift.

- 11.8 Due to the nature of the work performed, the company is unable to operate on continuous shifts and as a result available shifts may vary on a day to day basis.
- 11.9 Every effort will be made by the company to provide casual employees with reasonable notice in circumstances where there is no scheduled work. A casual employee not informed by the company, either prior to leaving home on their way to work or at least 2 hours prior to the commencement of work, will be afforded at least 4 hours work or shall be paid 4 hours at the appropriate rate.
- 11.10 All hours worked in excess of the ordinary night shift shall be paid at double the permanent hourly rate will apply. Under these circumstances, overtime rates will be in lieu of any applicable shift penalty. Therefore overtime rates will be calculated on an employee's permanent hourly rate, not their shift penalty rate.
- 11.11 Starting times and the taking of crib breaks and meal times can be staggered to suit the work requirements by mutual agreement between the company and the employees concerned. Agreement shall not be unreasonably refused.
- 11.12 There shall be an agreed start and finish time that shall be designed to maximise operating hours. These may be altered by the company to suit the needs of client following consultation with the employees affected. Employees shall be advised of these particulars upon commencement of their shift.
- 11.13 All employees shall be changed and ready for work at the commencement of the paid working time.
- 11.14 Provided that where the ordinary hours of work normally worked are worked less than five days then the provisions above shall be as if that number of consecutive shifts were substituted for five consecutive shifts.
- 11.15 Where shift work has continued for more than 10 consecutive working shifts (2 working weeks) offered by the company excluding weekend and public holiday shifts, the shift loading for all casual employees will be reduced to 30% to reflect the continuous nature of the work.

12. Abandonment of Employment

- 12.1 The absence of a permanent employee from the work place for a continuous period without notification exceeding three (3) working days without the consent of the company or a reason acceptable to the company shall be prima facie evidence that the employee has abandoned their employment.
- 12.2 If within a period of seven (7) working days from their last attendance at work (or from the date of their last absence where notification was given or consent was granted) and employee has not established to the satisfaction of the Company that they were absent with reasonable cause, the employee will be deemed to have abandoned their employment.
- 12.3 Termination of employment by abandonment in accordance with clauses 12.1 and 12.2 shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

13. Overtime

- 13.1 All time worked at the completion of eight (8) ordinary hours shall be paid at time and a half the permanent hourly rate for the first 2 hours, and double time thereafter, subject to an agreed change in the spread of ordinary hours in accordance with clause 11.1 and 11.9. The overtime rate will be calculated on the employee's permanent hourly rate, not their penalty or shift rates.

- 13.2 Overtime worked on a Saturday shall be paid at the permanent hourly rate and a half for the first 2 hours, and double the permanent hourly rate thereafter, provided that all work performed after 12 noon shall be paid for at double time the permanent hourly rate.
- 13.3 Overtime worked on a Sunday shall be paid at double the permanent hourly rate, while any overtime worked on a Public Holiday shall be paid at double the permanent hourly rate and a half (Double permanent hourly rate and a Half represents total compensation for the Public Holiday, being 8 hours for the Public Holiday and a penalty loading of Time and a Half).
- 13.4 An employee required to work on a Saturday, Sunday or a Public Holiday shall be afforded at least 4 hours work or shall be paid 4 hours at the appropriate hourly rate.
- 13.5 Employees are not permitted to work voluntary overtime without prior approval of the employer. An employee who works overtime without prior approval may not be paid for the overtime worked.
- 13.6 It is understood that a reasonable amount of overtime will be worked, and that this will vary with work commitments.
- 13.7 If any employee is reasonably unable to do overtime as a result of personal circumstances, then that employee shall not be disadvantaged or discriminated against.

14. Rostered Days Off

- 14.1 As permitted by the "General Construction & Maintenance, Civil & Mechanical Engineering & C., (State) Award", permanent employees' will entitled to Rostered Days Off (RDO's). With one weeks notice the employee and the company agree to the ability to change the actual day that RDO's are taken.
- 14.2 The parties agree that there is a provision for employees to bank a maximum of five RDO's in each calendar year.
- 14.3 Employees shall be paid all unused RDO accruals on termination of employment.

15. Award Restructuring & Skills Matrix

- 15.1 The parties are committed to the philosophy of skills development to provide employees with opportunities to better develop their skills through training and education programs, which ultimately benefit both the employees and the Company.
- 15.2 All Abi Road Maintenance employees will be classified as per the Abi Road Maintenance Skills Matrix. (Refer Appendix B). The matrix is based on skills, experience and knowledge and does not place any emphasis on the type, horsepower or size of the machine an employee may be operating.
- 15.3 The company views all positions as critical and valuable to the overall work process and so no employee of the company shall be disadvantaged as a result of the introduction of the new classification structure.
- 15.4 Movement upward into a higher classification will be determined by these two factors;

the employee's ability to perform tasks and be competent in specific areas of work as detailed in the skills matrix, and

The employer's need for employees at the higher level of the classification

- 15.5 The employer reserves the right to set the number of employees it wishes to utilise at higher classification levels. This will always be determined by the workload and number of employees within the company at any given time.
- 15.6 Although an employee coming into the company may be of a higher classification than that which they have been employed to undertake, the employer is not obliged to pay that employee at the higher rate of

classification. The employee will be paid at the rate specific to the work that the employee has been engaged to perform.

15.6 Management reserves the right to demote an employee that is not achieving the expected performance results and competency in completing allocated work. The demotion will take affect only when the employee has been given the opportunity with performance improvement objectives to attain competency and performance expectations. Failure to meet set improvement objectives in the set time frame will mean a demotion to the next most appropriate classification level.

15.7 An employee who undertakes higher duties will be paid a higher rate of pay in accordance with the skills matrix and rates of pay. The minimum engagement for higher rates of pay shall be one (1) day.

16. Inclement Weather

16.1 The parties agree that a reasonable approach shall be taken to inclement weather.

- (a) Work will continue unless the employer and employees agree that it is not safe for employees to continue working on site.
- (b) The employees on any inclement weather site or section of a site can be transferred to another site or section of a site for productive work.

16.2 Should the transfer be inappropriate those employees directly affected by the inclement weather may be required, as directed by management, to attend an alternative location to perform maintenance and/or attend safety skills development or training sessions or to convene meetings to discuss the organisation of work.

16.3 When no productive work is available or appropriate, permanent employees will be entitled to payment for ordinary time lost through inclement weather for up to 35 hours in every calendar month. Under circumstances where an employee elects to leave work with the approval of the site manager and prior to the expiration of the 8 hours, they will only be paid for the time spent at work unless otherwise directed by management.

16.4 If an employee has less than 8 hours wet time owing they may, then at their discretion with the approval of the site manager, take the remainder of the day without pay.

16.5 The decision as to the unavailability or inappropriateness of productive work shall be at the discretion of the relevant company.

16.6 For the purpose of Clause 16, productive work shall include the alternative activities identified in Clause 16.2.

16.7 All parties are committed to an early resumption to work following any cessation of work, which may be a result of inclement weather.

17. Occupational Health and Safety

17.1 All Employees and persons working for the company shall contribute to a safe and healthy working environment. The parties to this agreement shall give full co-operation to achieve the highest standards of Occupational Health and Safety.

17.2 All Employee have the responsibility to report injuries to the company. All injuries will be reported, failure to report injuries will be considered gross misconduct and the employee or employees concerned may be dismissed for a failure to report a work injury.

17.3 The parties recognise safety education, induction and other programmes are fundamental in achieving this objective. All employees are required to have a construction Industry Advisory Board (NSW) card as evidence of induction.

- 17.4 On all Company projects there shall be compliance with all Statutory requirements and the Company's Occupational Health and Safety policies and procedures.
- 17.5 The most qualified or appropriate person will render first aid.
- 17.6 Where a safety problem exists, work shall cease only in the affected work area. Work shall continue elsewhere unless there is no safe access to working areas. However, any problems of access shall be immediately rectified and the employees will use alternate safe access to such working areas while the usual access is being rectified.
- 17.7 If a safety problem arises, Employee(s) shall bring the matter to the attention of their immediate Company supervisor, who shall organise to have the problem rectified and the employees relocated to safe work areas whilst rectification work is being carried out.
- 17.8 Should a dispute arise over a safety issue, immediate inspection of the disputed area involving both the management and the Site Safety Representative and / or the Occupational Health and Safety Committee shall take place.
- 17.9 If there is more than one area thought to be unsafe, the Occupational Health and Safety Committee in conjunction with the Management will nominate in order of priority the areas to be inspected. On verification that rectification has been completed, productive work will resume. Such resumption shall take place if necessary in stages as each area has been cleared.
- 17.10 Provided that any disagreements between the Management and the State Safety Representative and or Occupational Health and Safety Committee shall be determined by the recommendation of a WorkCover NSW Inspector.
- 17.11 The company will provide appropriate training as agreed by the parties to ensure that Committee Members can properly participate. Such training will be provided as soon as reasonably practicable after appointment of a Committee Member.

18. Loss of Licence/Traffic Infringement Fines

- 18.1 The Company insists on Safety in the workplace and encourages the same on public roads and amenities. This clause will apply to all employees of the company who drive a company vehicle.
- 18.2 Lawful operations and cautious driving of vehicles is expected of all employees. Breaking of road rules and loss of drivers' licence points affects both the safety of employees and the performance and productivity of the company. Therefore any employee driving a company vehicle who:
 - has their licence revoked/suspended must notify company management immediately and cease to drive the company vehicle immediately.
 - has received a traffic infringement notice must notify company management immediately.
- 18.3 The company reserves the right to change the employment classification or employment status of an employee as a result of a cancelled drivers licence.
- 18.4 Payment of traffic infringement notices will be the sole responsibility of the employee in charge of the vehicle. Any employee disputing payment of an infringement must provide to management the name of the third party who committed the infringement and the third party's acceptance of such.
- 18.5 This clause is aimed to protect not only the financial position and production of the company, but also to ensure that no employee of the company is in the position where they can be made liable for damages by being the unlicensed driver of a company vehicle.
- 18.6 It is not the responsibility of the employer to provide or arrange transport for an employee who has their license revoked/suspended.

- 18.7 An employee who is found driving a vehicle with out the appropriate license will be terminated.

19. Injury Reporting

- 19.1 It is the company's objective to minimise lost time caused through injuries in the workplace. Therefore every effort will be made to ensure a prompt / immediate return to work.
- 19.2 All injuries or illnesses, no matter how minor, are to be reported to a supervisor immediately. The Supervisor and/or First Aid Attendant, after providing appropriate treatment, must ensure that the injury or illness is recorded on a Company Incident Report (Form AR602-A).
- 19.3 An injured or ill person must not leave his/her place of work until authorised by their Supervisor. Any employee leaving the work site / place in order requiring medical treatment must be accompanied.
- 19.4 An 'Early Notification' form must be completed and sent to the relevant personnel who in turn will notify the Company Insurer for all injuries that a claim is likely to be made.
- 19.5 Prior to returning to work, it is the responsibility of the employee to provide the company with a written clearance from their doctor.

A 'Claim for Compensation' form must be completed and signed by the injured person for all injuries or illnesses that involve medical expenses and/or lost time. This form must be forwarded to the relevant personnel who will in turn forward it to the Company Insurer. A 'Workers Compensation Medical Certificate' from the injured person's treating Doctor must be attached to the claim form for all lost time injuries.

20. Incident Reporting

- 20.1 Any employee involved in, or aware of, an incident that has taken place on a work site (such as damage to any person, property or plant) must report it to their Supervisor immediately.
- 20.2 Failure to promptly report an incident will constitute misconduct and person(s) will face serious consequences that may include instant dismissal.

21. Quality Management Systems

- 21.1 Providing our clients with a quality product with minimal defects and re-work is a fundamental objective and policy of the company. By adopting the correct attitude and approach to quality, the company will be able to deliver to our clients a product fit for its intended purpose and to exceed the specified standard of quality.
- 21.2 The company has an Integrated Management System (IMS) that integrates quality, environment and safety systems, all employees are required to comply and work within the framework of the IMS.
- 21.3 The involvement of all employees in this procedure is essential to its success and will be one of the most important measures used by the company to assess the productivity and efficiency improvements provided by employees.

22. Rates of Pay/Allowances

- 22.1 The wage rates and allowances to be paid under this agreement shall be in substitution for all wage and allowance entitlements of the "General Construction & Maintenance, Civil & Mechanical Engineering &c., (State) Award.
- 22.2 The rates of pay are inclusive of all special rates and site allowances contained within the "General Construction & Maintenance, Civil & Mechanical Engineering &c., (State) Award", these allowances are built into the base rate.

23. Pay Increases

- 23.1 Wages will be increased by 1% on the 1st December 2004, 3.5% on the 1st August 2005 and by an additional 3.5% on the 1st August 2006. (Refer Appendix "A")

24. Contract/Termination of Employment

- 24.1 All permanent and casual employees will be issued, on their date of employment, with a formal Contract of Employment, which will outline, in addition to this Agreement, general codes of conduct, policies and procedures consistent with the requirements and responsibilities of their job. The Contract of Employment will clearly state the type and nature of employment that the employee is entering into.
- 24.2 Generally, continuity of employment will be determined by a number of factors, including, for example, the availability of work, suitability to tasks and work performance assessed by reference to, among other things, the company's Key Performance Indicators' as developed in accordance with this agreement.
- 24.3 In addition the company may instantly dismiss an employee at any time for misconduct, wilful disobedience, pilfering, refusal of work, Gross Misconduct and being under the influence of alcohol, and prohibited substances.
- 24.4 For minor safety or procedural breaches, the company agrees to formally counsel the affected employee with a view to improving those deficiencies. The employee can request the union delegate, or union organiser, to be present at such counselling sessions. The comp also reserves the right to dismiss employees after the issue of two written warnings or at any time where the circumstances merit.
- 24.5 Should retrenchments become necessary, length of service shall not be the sole determining factor but a consideration to be taken into account along with diligence, ability, skill and overall work performance and the requirements of the Company.
- 24.6 In the event of any termination the Company will provide permanent employees one (1) week's notice of termination of employment or one (1) week's pay shall be paid and casuals with one (1) day's notice of termination of employment or one (1) day's pay shall be paid.

25. Anti Discrimination, EEO & Sexual Harassment

- 25.1 Abi Road Maintenance Pty Ltd is committed to complying with its obligations under anti-discrimination legislation and in endeavouring to prevent unlawful discrimination and harassment at the workplace.
- 25.2 Everyone at Abi Road Maintenance also has the legal obligation to comply with sex discrimination and anti-discrimination legislation. The Company expects that everyone will comply with the policies it has in place from time to time in connection with that legislation, including those dealing with unlawful harassment and discrimination at the workplace.

26. Probationary Period

- 26.1 The probationary period will be to assess the employee's ability to work in conjunction with the Enterprise Agreement and to assess the employee's ability to work in conjunction with the Company's requirements and standards. The probationary period shall be up to a period of twelve weeks.

27. Medical Examinations

- 27.1 Employees covered by this Agreement will attend medical examinations, paid for by the company but conducted in their own time. If the company requires a medical examination after commencement of employment the company shall pay the employee ordinary hours for the time taken to undertake the medical.
- 27.2 Such examinations may be conducted on an annual basis but may be required more frequently as circumstances require.

- 27.3 All new employees will be required to attend a medical examination prior to commencing work with the company.
- 27.4 The examinations will be carried out by medical practitioner(s) nominated by the company.
- 27.5 The result of all medical examinations made available to the company are to be treated with strict confidence by the company.

28. Distant Work

- 28.1 Employees who are requested by the company to work on distant projects, will be provided with reasonable accommodation and meals.
- 28.2 Reasonable accommodation shall mean accommodation in a well kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting and heating with hot and cold running water. Additionally the accommodation provided will adequately cater for the number of employees lodged at the premises at any given time.
- 28.3 Both parties agree that consultation between the company and employees will take place in determining what is reasonable to consider a distant location.
- 28.4 Parent Award provisions will apply in circumstances where the company does not provide accommodation and meals.
- 28.5 It is acknowledged by the parties that the Company is under no obligation to offer distant location work to current employees. Whilst the Company may intend to use current employees on country projects, the contractual obligations relevant to the use of local labour and the Company's competitiveness will be the determining factors.
- 28.6 All employees working at distant locations are reminded that they are representing the company and as such are expected to display appropriate behaviour whether they are working on site or on their own time. Any inappropriate or unruly behaviour from employees will result in disciplinary action being taken by the company.

29. Site Allowances

- 29.1 The parties acknowledge some projects may have site-specific "site or project" allowances, which prescribe special conditions. Where such agreements are contractually applicable and formally certified by the relevant Industrial Tribunal (not the client's or head contractor's EBA), the Company shall pay any additional site allowances, in accordance with the "site or project" allowances and in consideration of special allowances, site allowance, PIP and SIP contained within this agreement.

30. Travel

- 30.1 An allowance of \$16.00 per day will be payable to employees of the Company for each day that they are directed/required to report directly to the job.

Both parties acknowledge and agree on the following travel arrangements:

Permanent employees to start and finish at the depot or job site.

Casual employees to start and finish on the job sit.

- 30.2 The above stated allowance in Clause 30.1 shall not be payable if the Company provides or offers to provide a company vehicle or transport to the site, an allowance of \$6.00 per day is payable, picked up at a point other than the depot, with the exception of the driver of the company vehicle.
- 30.3 Once the employee has travelled more than 100 kilometres to his/her site in his/her own vehicles, he/she is entitled to 50c per km for the excess kilometres travelled.

- 30.4 If more convenient, employees may elect to be transferred from the depot to the job site and return in a company vehicle, however under these circumstances, their start/finish time shall not commence/finish until they have reached / left the job site, not the time that they left/arrived back at the Depot, employees in this situation will not be entitled to travel allowance.
- 30.5 Clause 30.4 will not apply to employees who drive company vehicles or those who have received a clear direction / request from management to either load or unload company vehicles.
- 30.6 Management insists, where practicable, that the responsibility of driving company vehicle rests with permanent employees.
- 30.7 Definition of a site is any other location other than the company depots.

31. Meal Intervals and Allowance

- 31.1 All meal breaks and rest pauses shall be taken at such times as will not interfere with the continuity of work, where continuity is necessary.
- 31.2 In the instances where employees are made aware that they will be situated in isolated areas away from quick proximity to amenities and refreshment facilities they must bring their own lunch, drinks etc for the day. Where employees have forgotten to do so and time taken to purchase a meal takes longer than the allocated meal break, then that extra time (time in excess of 10 minutes) shall be deducted from their end of week earnings.
- 31.3 An allowance of \$9.85 (Tax Free) per day and consequent award variations shall be payable where 9.5 hours or more of continuous productive work has been carried out. In this instance productive work does not include activities such as housekeeping, service time, training or travelling time.
- 31.4 In the instance where a further 4 hours or continuous productive work have been performed an employee will be entitled to a subsequent meal allowance of \$8.20.

32. Picnic Day

- 32.1 A Union Picnic Day will be recognised and paid in accordance with the Parent Award. . Employees will be required to show proof of attendance to picnic day. AWU membership is proof of Picnic Day attendance.

33. Alcohol and Drugs

- 33.1 It is agreed that a person will not be allowed to enter or work on any site if the person is under the influence of alcohol or any other substance that impairs the person's work performance or creates an unsafe working environment.
- 33.2 Employees are not permitted to consume alcohol or illegal drugs on work premises or during work hours. The company encourages safety while employees are coming to and from work and so promotes the concept that all employees should not consume alcohol or drugs while travelling from work.
- 33.3 Failure to comply with the above requirements may result in instant dismissal.
- 33.4 The company reserves the right to test employees at set periods before commencement of work for alcohol or illegal substance. If an employee is found to be under the influence of alcohol or drugs, the employee may be dismissed.
- 33.5 The company reserves the right to alter the above policy in consultation with the AWU and the employees.

34. No Extra Claims

- 34.1 The employees of Abi Road Maintenance Pty Ltd shall not make any extra claims for any increases in rates of pay or allowances during the term of this agreement.

35. Long Service Leave

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

36. Redundancy

- 36.1 The Company shall make a payment of \$40.00 per week of service for each employee into the Australian Construction Industry Redundancy Trust ACIRT (prorated for casual type A. This clause does not apply for casuals type B and these provisions exist in lieu of the Award conditions.
- 36.2 Contributions will rise by five (5) dollars for each subsequent year of the EBA (i.e. Redundancy contributions Year 1 -\$40.00, Year 2 -\$45, Year 3-\$50).

37. Absenteeism/Sick Leave

- 37.1 Each permanent employee shall be entitled to ten (10) days sick leave per year, this leave shall accumulate from year to year, so long as employment continues with the employer, so that any part of ten (10) days not claimed by the employee shall accumulate and be available for a period of 6 years from the end of the year in which they accrued.
- 37.2 Unless previously notified, when an employee is unable to attend work due to illness or injury they shall (other than in cases of an emergency) telephone or, if unable, have someone telephone management to advise of their inability to attend work and advise of the likely extent of their absence by no later than 1 hour prior to the commencement of their shift.
- 37.3 Any employee absent from work either preceding or following a weekend, Public Holiday, Annual Leave or any other form of leave for one day or more will be required to produce a medical certificate which states that the employee was unable to attend for duty on account of personal illness or injury.
- 37.4 Where an employee is absent from work due to illness the employee may be requested to provide a Doctors Certificate on the next day back at work.
- 37.5 Permanent employees will be entitled to Personal / Carer's Leave provisions as prescribed in Clause 18A of the "General Construction & Maintenance, Civil and Mechanical (State) Award".
- 37.6 Where an employee is absent from their place of work for a continuous period of three (3) working days, without either notifying or the consent of the company, the employee shall be deemed to have abandoned their employment. Under these circumstances the employee is not entitled to sick leave entitlements or the notice period for termination of employment.

38. Annual Leave

- 38.1 Permanent employees of the company shall be provided with 4 weeks annual leave for each completed year of service.
- 38.2 Casual employees Type A will receive annual leave entitlements on a pro-rata basis based on their ordinary hours worked.
- 38.3 Neither Permanent or Casual employees are entitled to Annual Leave Loading as it is incorporated into their hourly rate.

- 38.4 Where an individual employee makes a request to the company to take accrued annual leave, they shall provide the company with at least 4 weeks notice prior to the commencement of any such leave, other than in cases of emergency.
- 38.5 If an employee has less than 12 months service, annual leave entitlements will be paid on a pro-rata basis.

39. Dispute Prevention and Settlement

39.1 The parties agree to use their best endeavours to prevent industrial disputes. However, if a dispute arises then the Parties will attempt to resolve the dispute as quickly as possible and continue to work without interruption or disruption while the dispute is being resolved. No party shall be prejudiced as to final settlement of the dispute by the continuance of work under the dispute settlement procedures in the Agreement.

39.2 The parties are committed to the development of a harmonious workplace based upon consultation, collaboration and co-operation. To promote the harmonious workplace, it is agreed that the following procedure will apply to assist the parties to efficiently resolve issues so that no industrial lost time occurs.

Step 1:

The first instance, the employee(s) shall raise and grievances with their immediate Company supervisor or senior manager and attempt to resolve the dispute.

Step 2:

If the dispute remains unresolved after step 1, the parties identified in step 1 will refer the dispute to the Project Consultative Committee for resolution.

Step 3:

If the dispute remains unresolved after step 2, Management will confer with the relevant accredited Union(s) representative(s) on ways to resolve the dispute.

Step 4:

If the dispute remains unresolved after step 3, any party to the arrangement may notify the dispute to the AIRC and request that it resolve the dispute under the Workplace Relations Act 1996. Subject to the Act, the parties agree that the AIRC is empowered to settle disputes concerning the application of this agreement. The AIRCS decision will be binding on all parties, subject to rights appeal. Any party is able to refer a dispute to the AIRC at any time.

- 39.3 The relevant Union may represent the Employee(s) at any stage of the dispute settlement procedures.
- 39.4 Work shall continue without industrial action during the discussion and negotiations concerning a dispute and/or grievance, which is required by this clause, and while the matter is before the Commission.
- 39.5 The parties acknowledge the value of open communication and mutual respect when resolving disputes and will apply both during dispute resolution.
- 39.6 The parties agree to genuinely attempt to move through each of these steps expeditiously.
- 39.7 Safety issues shall be isolated from industrial matters and any issue or dispute relating to safety shall be dealt with in accordance with clause 17.

40. Training

40.1 The parties to this agreement recognise that in order to increase the productivity and efficiency of the company a greater commitment to training and skill development is required.

40.2 Accordingly the parties commit themselves to:

Developing a more highly skilled and flexible workforce.

Providing employees with career opportunities through appropriate training to acquire additional skill as required by the company.

Promoting the greatest possible use of all of the skills which an employee has acquired.

40.3 To facilitate the above objectives the company shall, in co-operation with the Consultative Committee and by consultation between the company and employees, develop a training program consistent with the needs of the employees in the context of:

The size, structure and scope of the activities of the company.

The current and future skill needs of the company.

41. Uniforms and PPE

41.1 The company shall provide uniforms which must be worn by employees whilst at work. Uniforms will be replaced on unserviceability on a one-for-one basis. Initially, uniforms to be provided will be three (3) shirts, two (2) cotton drill trousers, one (1) jacket, one (1) jumper and one (1) pair of overalls.

41.2 All of the above items supplied by the employer are the property of the employer but are the responsibility of the employee. The employer will replace any item (on a one for one basis) after normal wear but if lost or damaged while in possession of the employee, the cost of replacement may, at the discretion of the employer, fall upon the employee.

41.3 The wearing of the above items whilst working on job sites other than those of Abi Road Maintenance is strictly forbidden.

41.4 In the event of termination or resignation of an employee, any uniforms bearing the logo of the company shall be handed back in to the company by the employee prior to any termination monies being paid to the employee.

41.5 Non-Wearing of Uniforms:

Where an individual who has been issued with the required uniform and is found not to be wearing the uniform on the job site then such employee shall be counselled by the supervisor.

Further infractions in relation to the wearing of the company uniform may result in the individual being required to show cause why that individual should not have their employment terminated.

41.6 All employees shall be supplied a Safety Tote Bag containing the following safety gear items;

Wide Brimmed Sun Hat
2 Sports Water Bottles
Cooler
Sun/Safety Glasses
Hard Hat
Ear Plugs/Muffs
Safety Gloves
Safety Vest
Wet Weather Clothing (where necessary)

Gum Boots (where necessary)

All of the above items supplied by the employer are the property of the employer but are the responsibility of the employee. The employer will replace any item (on a one for one basis) after normal wear but if lost or damaged while in possession of the employee, the cost of replacement may, at the discretion of the employer, fall upon the employee. On termination/resignation of employment, employees must return all property to the employer.

- 41.7 The employer shall ensure that the following safety gear items are readily available for employee usage from the depot, company vehicles and all designated job sites;

Sunscreen
Hand Cleaner
Ear Plugs
Wand

- 41.8 Employees are expected to provide their own safety boots and will be appropriately reimbursed (up to a maximum of \$100.00) when required to replace them after normal wear.
- 41.9 An employee must, while at work on any day, have with them, or access to, all safety gear items, articles of clothing and equipment required under Clauses 41.1 and 41.6 for the work to be performed by the employee on that day.
- 41.10 An employee (permanent or casual) who arrives at work without all safety gear items, articles of clothing and equipment required under Causes 41.1 and 41.6 shall be stood down, without pay, for the entire of the day.

42. Tool Allowance

- 42.1 An allowance of \$10.00 per day shall be payable, or an alternative arrangement will be agreed upon, where an employee has been specifically requested to bring tools to a job site using their own vehicle.

43. Call Out Allowance

- 43.1 An allowance of \$450.00 per week or \$64 per day(a week being 7 days) shall be payable to an employee to remain on call (24 hours), for the designated period, on the M2 Motorway.
- 43.2 An allowance of \$245 per week or \$35 per day(a week being 7 days) shall be payable to an employee to remain on call (24 hours), for the designated period, for any job other than the M2 Motorway.
- 43.3 Where an employee is called out to a site they will be paid a minimum of 4 hours at Double Time. In circumstances where any additional call outs occur within the minimum 4 hours of the initial call out, then these additional call outs will not incur further minimum call out penalties.

44. Payment of Wages

- 44.1 All wages will be paid fortnightly by means of electronic funds transfer into a bank account designated by each employee.
- 44.2 All employees are required to hand their completed timesheets to their Supervisor by no later than Monday of each week. Timesheets must be correctly completed and signed by the relevant Supervisor on a daily basis.

45. Superannuation

- 45.1 Each employee will have monthly superannuation contributions pursuant to the Superannuation Guarantee Levy paid into a complying superannuation fund equivalent to statutory requirements under the Superannuation Guarantee Act 1992. Preference will be given to CBUS, APS or ASSETS superannuation funds.

46. Immigration Compliance

46.1 The company recognises its obligations in respect of compliance with Australian Immigration Laws.

46.2 Prospective Employees will be required to complete the Authority contained in Appendix 3 of this Agreement to obtain from DIMA (Department of Immigration and Multicultural Affairs), details of immigration status. No person will be allowed to undertake any work for the Company unless it is verified that they have the right to work.

Parties' Signatures

Date 21/03/05

Signed for on behalf of:
Abi Road Maintenance Pty Ltd

Signed for and on behalf of
Abi Road Maintenance Pty Ltd E.B.A. Committee

Signed for and on behalf of
Australian Workers Union (AWU)

APPENDIX A

PAY RATES

		1st December 2004		1st August 2005		1st August 2006	
		1%		3.50%		3.50%	
		Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
RMW1	Permanent	\$ 15.47	\$ 587.98	\$ 16.01	\$ 608.56	\$ 16.82	\$ 638.99
	Casual A	\$ 17.41		\$ 18.02		\$ 18.92	
	Casual B	\$ 18.57		\$ 19.22		\$ 20.18	
RMW2	Permanent	\$ 15.75	\$ 598.34	\$ 16.30	\$ 619.29	\$ 17.11	\$ 650.25
	Casual A	\$ 17.71		\$ 18.33		\$ 19.25	
	Casual B	\$ 18.90		\$ 19.56		\$ 20.53	
RMW3	Permanent	\$ 16.83	\$ 639.41	\$ 17.42	\$ 661.79	\$ 18.29	\$ 694.88
	Casual A	\$ 18.93		\$ 19.59		\$ 20.57	
	Casual B	\$ 20.19		\$ 20.90		\$ 21.94	
RMW4	Permanent	\$ 17.37	\$ 660.14	\$ 17.98	\$ 683.24	\$ 18.88	\$ 717.40
	Casual A	\$ 19.54		\$ 20.23		\$ 21.24	
	Casual B	\$ 20.85		\$ 21.58		\$ 22.65	
RMW5	Permanent	\$ 18.21	\$ 691.99	\$ 18.85	\$ 716.21	\$ 19.79	\$ 752.02
	Casual A	\$ 20.49		\$ 21.20		\$ 22.26	
	Casual B	\$ 21.85		\$ 22.62		\$ 23.75	
RMW6	Permanent	\$ 18.69	\$ 710.03	\$ 19.34	\$ 734.88	\$ 20.31	\$ 771.63
	Casual A	\$ 21.02		\$ 21.76		\$ 22.84	
	Casual B	\$ 22.42		\$ 23.21		\$ 24.37	

RMW7	Permanent	\$ 19.29	\$ 733.06	\$ 19.97	\$ 758.72	\$ 20.96	\$ 796.65
	Casual A	\$ 21.70		\$ 22.46		\$ 23.59	
	Casual B	\$ 23.15		\$ 23.96		\$ 25.16	
RMW8	Permanent	\$ 19.70	\$ 748.41	\$ 20.38	\$ 774.60	\$ 21.40	\$ 813.33
	Casual A	\$ 22.16		\$ 22.93		\$ 24.08	
	Casual B	\$ 23.63		\$ 24.46		\$ 25.68	
RMW9	Permanent	\$ 20.20	\$ 767.60	\$ 20.91	\$ 794.47	\$ 21.95	\$ 834.19
	Casual A	\$ 22.73		\$ 23.52		\$ 24.70	
	Casual B	\$ 24.24		\$ 25.09		\$ 26.34	

Note: Casual rates of pay above include the relevant casual loadings. All allowances are calculated by reference to the hourly permanent rate of pay.