

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/57

TITLE: Landhall Pty Ltd Enterprise Agreement 2004-2006

I.R.C. NO: IRC4/6014

DATE APPROVED/COMMENCEMENT: 20 October 2004 / 20 October 2004

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/39.

GAZETTAL REFERENCE: 18 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Landhall Pty Ltd, located at Lot 16, Corks Lane, Ballina NSW 2478, engaged on, or in connection with, traffic control only in NSW who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award.

PARTIES: Landhall Pty Ltd -&- The Australian Workers' Union, New South Wales

LANDHALL PTY LTD AND THE AUSTRALIAN WORKERS' UNION ENTERPRISE AGREEMENT 2004-2006

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1. Title

This agreement shall be known as the LANDHALL PTY LTD Enterprise Agreement 2004-2006.

2. Parties Bound

This agreement shall be binding on LANDHALL PTY LTD ("company"), 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.

3. Objectives of This 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.
- vi. To meet the requirements and structural changes of the principal contractors for which the company are engaged by.

4. Application

This agreement shall apply to all employees of the company engaged on, or in connection with traffic control only in NSW.

5. Relationship to Parent Award

- i. 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").
- ii. The terms and conditions of the award are expressly preserved by this agreement as if the same was set out in full herein and shall be binding upon the parties during the currency of the agreement by operation of this agreement if not otherwise. Any increases to allowances and/or improvements in conditions which would benefit employees, introduced by variation to the award, shall also apply.
- iii. Where this agreement is silent the terms of the award shall apply.
- iv. In the event of any inconsistency between the award 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.

6. Period of Operation

This agreement shall come into force from the first full pay period on or after the date on which this agreement is made and shall remain in force from company's signing until 30th September 2006.

7. Negotiations 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.
- iv. 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.

8. Australian Workplace Agreements (Awa's)

The company agrees not to offer or make Australian Workplace Agreements (AWA's) with employees covered by this agreement, for the life of this agreement.

9. Application of Project Agreements

This agreement shall apply to the employer's single business and every part thereof, but may 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.

Alternatively, the parties will 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, defined as a project costing more than 100 million dollars.

10. Classification Structure, Rates of Pay and Increases

This agreement provides for all employees to be classified at CW2 of the parent award. Any higher classifications will occur only after consultation with the union. Any employee carrying out mixed functions of a higher classification for more than one hour per day will be paid the applicable rate for the whole day.

Leading hands will receive at least the allowances in accordance with the Award.

Except traffic controller's trainees - first 3 months to a maximum of 3 months for employees with no proven industry experience (limit of One Trainee per site).

This agreement provides for wage increases contained in Appendix A. All expense related allowances not specifically mentioned in this agreement that would be paid as per the award as varied from time to time.

11. 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 of \$16.00 per day, if asked to report to site in own vehicle.

Where the company provides, or offers to provide transport to the site, an allowance of \$6.00 per day is payable, to employees picked up at a point other than the depot, with the exception of the driver of the company's vehicle.

Once the employee has travelled more than 100 kilometers to his/her site in his/her own vehicle, he/she is entitled to 50c per km for the excess kilometers travelled. If transport is supplied by the employer, employees will receive ordinary rates of pay for travelling time in 15 minute increments

The driver of the company's vehicle will be considered to be working at all times so occupied and paid accordingly.

Employees who have reported to the company's depot to start work will be paid ordinary time for all time spent travelling.

Definition of site is any other location other than company's depot.

12. Superannuation

The company will pay the basic superannuation contribution pursuant to the Superannuation Guarantee Levy, which is 9% and agrees to pay any increases pursuant to Federal law.

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

All superannuation contributions will accrue weekly, but will be paid monthly as required by a trust deed or the Award. No employee will commence employment unless he/she is a registered member of the C+BUS Scheme or APS Fund. The company agrees to facilitate additional employee contributions.

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

Superannuation contributions will include regular allowances such as fares and travel allowance component of employee's earnings.

13. Clothing

The company agrees to supply any safety equipment required by employees. After four weeks of employment, employees will receive the following:

A company supplied uniform (see Appendix B); or

Company may ask for a security deposit of no more than \$250 if uniform is provided on engagement, which shall be reimbursed on return of all uniforms and equipment.

14. State Personal Carers Leave

1. Use of sick leave

- a. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this sub-clause, who needs the employee's care and support shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlements provided for in clause 18 of the award, sick leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- b. The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and the illness is such as to require care by another person. In normal circumstances, an employee must not take carers leave under this sub-clause where another person has taken leave to care for the same person.
- c. The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - i. The employee being responsible for the care of the person concerned, and
 - ii. The person concerned being:
 - a. A spouse of the employee, or
 - b. A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
 - c. A child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee, or
 - d. A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis, or
 - e. A relative of the employee who is a member of the same household where, for the purpose of this sub-paragraph:
 1. "Relative" means a person related by blood marriage or affinity;

- c. An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- d. This sub-clause is subject to the employer informing each union which is both party to the award and which has member employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

15. Crib/Meal Allowance

If the employee works an additional 1.5 hours overtime beyond their ordinary hours, he/she will be eligible for a \$15.00 meal allowance (inclusive of crib provisions). All other cribs shall be in accordance with the Award. Travel time will not be included in calculation for this clause as only actual hours worked are to be considered. This provision has no application for employees supplied with full living away from home as accommodation with all meals provided by the employer.

16. Long Service Leave

Prior to any employee commencing employment, the company will register them with the Building and Construction Industry Portable Long Service Scheme. The company will strictly comply with all requirements of the Building and Construction Long Service Payments Act and in particular will issue all certificates of service with all details including the employee's registration number.

17. Register of Employees

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

18. Minimum Engagement

Any employee including casuals instructed to report to work, including Saturdays, Sundays and public holidays, and work ceases due to any reason, or not required to start after reporting to the site or depot, will be paid a minimum of four hours

19. Picnic Day

Consistent with the terms of the award, the company may request from an employee proof of picnic day attendance, i.e. current union membership card is proof. No work shall be scheduled on the first Monday of December each year, which is the Annual Building and Construction Industry Picnic Day or another day, by agreement with the union. Casuals who have been engaged for more than 3 months are entitled to payment.

In the case of an emergency, or due to the principal contractors requirements, union members will receive the rate of double time and a half for working on that day.

20. Occupational Health and Safety/First Aid Training

The parties to this agreement are committed to:

The safe operation of plant and equipment,

The observance of safe working practices,

The correct and proper use of all personal protective equipment (to be provided by the employer), and

To the safety and good health of all employees and customers.

The company recognises its responsibilities to provide a safe and healthy workplace and accordingly agrees:

To comply with all current codes of practice, regulations, Worksafe Australia documentation and approved and recognised industry standards as a minimum requirement. As well as compliance with the company's obligations under the Occupational Health and Safety Act 2000 as amended.

Where applicable and agreed employees will attend with pay all relevant OH&S codes of practice training courses.

To authorise all employees elected to safety committees to attend an approved and agreed safety committee/representative training course (as per section 31 of the NSW Occupational Health & Safety Regulation 2001) as soon as practicable or within one month of being elected to such a position.

All employees of the company will complete the accredited WorkCover Authority induction by an agreed provider and any applicable site-specific OH&S inductions.

All employees will have access to high quality amenities not less than the provisions required by WorkCover codes of practice/regulations.

Employees shall be afforded the opportunity to enrol 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.

21. Workers' Compensation and Rehabilitation

The company agrees to the implementation of an agreed workers' compensation and rehabilitation policy. The operations of this policy shall be reviewed on a regular basis.

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.

If an injured employee is dismissed because he/she is not fit for employment as a result of an injury, and within a period of 2 years becomes fit to do the same job he/she was previously performing for the company, and the employee requests to be re-employed in that position, then at such time as the first vacancy becomes available the company will reinstate the said employee.

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 utilised.

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.

The company is aware of and will abide by the Workers' Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998 and all amendments.

22. Medical Checks

The company has the right to request an employee to undergo a medical examination before commencement of employment. All costs of such to be paid by the company.

23. Disciplinary Procedures/Termination of Employment

The company reserves the right to dismiss employees for wilful misconduct or abandonment of employment. For minor safety or procedural breaches, the company agrees to formally counsel the effected 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 company also reserves the right to dismiss employees after the issue of three written warnings.

24. 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.

Each party will ensure each step of the above procedure is followed within reasonable time frames. This dispute settlement procedure does not apply to health and safety issues.

25. 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.

26. 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.

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.

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

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.

Employee representatives will be allowed reasonable time during working hours to prepare and/or report the outcome of meetings.

The committee will attempt to 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.

The Secretary of the Union or nominee will be welcome to attend meetings of the consultative committee.

27. 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.

To assist with the monitoring of this agreement and to facilitate communication and effective trade union representation the company agrees to be paid 2 hour meeting of employees if required by the Union within each twelve-month period during the life of the agreement at an agreed time and venue. No work will be scheduled during such meetings. Additional meetings may be convened by agreement.

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

At the onset of renegotiations (three months prior to 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 enterprise agreement. No work will be scheduled during such meetings.

28. 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.

29. Initiatives for Improving Productivity

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 or fortnightly by agreement with the Union.

Spread of Hours and Shift work - The spread of hours during which ordinary time (8 hours per day) Monday to Friday is applicable is extended beyond its current award scope to 6:00 am to 6:00 pm (5:00 am start during daylight savings) with a maximum of 38 ordinary hours, with weekly employees accruing 2 hours towards an RDO.

Shift work of less than five (5) consecutive shifts, broken shifts (unless the employee occasions the break) and shifts commencing after 6pm are to be paid at overtime rates in accordance with the Award.

RDO Flexibilities - It is a term of this agreement that the company will be afforded increased flexibility of rostered days off (RDO's) in recognition of the fact that the principal contractors for which the company works are covered by differing parent awards. There will be no penalty for working on construction industry RDO's. Only weekly employees can accumulate RDOs

30. Employee Awareness

All current employees will be given a copy of this enterprise agreement with any further employees receiving a copy on commencement.

31. Annual Leave

Permanent as per clause 20 and 21 of the award. Casual rates are inclusive of annual leave entitlements.

32. 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.

33. 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.

34. Redundancy

The Company shall make a payment of \$40.00 per week of service for each employee into the Australian Construction Industry Redundancy Trust (ACIRT). This clause does not apply to casuals and these provisions exist in lieu of the Award conditions.

35. Contracts of Employment

Weekly employees as defined in the award, receive preference to overtime before casuals.

Daily hire is no longer available.

Casual to work only 7.6 ordinary hours per day, minimum engagement of 4 hours. If casual works more than 1500 ordinary's hours in a 12 month period he/she must be offered weekly employment in writing with the employee having the option to accept or reject also in writing.

Casuals receive 20% loading to compensate for not getting public holidays, sick leave, redundancy, leave loading, annual leave, wet weather, on ordinary hours only.

36. Anti Discrimination

- i. It is the intention of the parties bound by this award to seek to achieve the object in section 3 (f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace 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 prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award, which by its terms or operation has a direct or indirect discriminatory effect.
- iii. Under the *Anti-Discrimination Act 1977* (NSW) 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 to be taken to affect:
 - a. Any conduct or act which specifically exempted from anti discrimination legislation.
 - b. Offering or providing junior rates of pay to persons under 21 years of age.
 - c. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977* (NSW).
 - d. A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- v. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

37. Signatures of the Parties

Signed for and on behalf of:
LANDHALL PTY LTD

Date

Signed for and on behalf of:
The Australian Workers Union

APPENDIX A

WAGE RATES

CW2	1 October 2004	1 October 2005	1 September 2006
Weekly (Per Hour)	\$15.50	\$16.00	\$16.50
Casuals	\$18.60	\$19.20	\$19.80
Trainee Weekly	\$14.50	\$15.00	\$15.50
Trainee Casual	\$17.40	\$18.00	\$18.60

Important notes

These rates are in lieu ,and inclusive of any industry allowance, follow the job loading, sick leave loading, travel pattern loading and distant places allowances as prescribed by the Award.

All overtime to be calculated on the weekly hourly rate, including casuals. ie; double time is \$31per hour on signing FOR ALL EMPLOYEES

Shifts that start after 6.00 pm (5 continuous) are paid at time and one-half loading of the ordinary rate.

Shifts that finish before midnight (5 continuous) are at time and a quarter loading of the ordinary rate.

For example: time and a quarter loading for a casuals ordinary rate is \$18.60 plus loading of \$4.65 that equals \$23.25

time and a quarter loading for weekly ordinary rate is \$15.50 plus loading of \$3.87 that equals \$19.37.

important note

unless shift work is of 5 continuous arrangements(unless break is occasioned by the employee) it is to be consider to be paid at overtime rates

APPENDIX B

SAFETY APPAREL

The company agrees to supply any safety equipment required by employees, in accordance with occupational health and safety requirements.

1. On commencement, safety vests with retro-reflective tape attached to the torso area of the garment will be provided.
2. After twenty working days of employment, employees will receive a company supplied uniform.

It is the employees responsibility to maintain issued safety apparel and to wear this apparel on all job sites.

Employees who terminate their employment with the employer within three months of commencement or issue of safety apparel (other than wet weather equipment and protective jacket), will be required to return all issued

items. The employee will reimburse the employer for any unreturned items, by way of payroll deduction from their final pay.

Deductions for unreturned items will be calculated on the following scale:

In the first month of issue	100 percent
In the second month of issue	66 percent
In the third month of issue	33 percent
After the third month of issue	0 percent

Employees who terminate their employment with the employer within 12 months of issue of wet weather equipment and/or protective jacket will be required to return all issued items. The employee will reimburse the employer for any unreturned items by way of payroll deduction from their final pay.