

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/134

**TITLE:** Hunter Civil & Hire Pty Ltd/Onesteel Enterprise Agreement 2005

**I.R.C. NO:** IRC6/978

**DATE APPROVED/COMMENCEMENT:** 6 March 2006 / 1 July 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 31 March 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 28

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Hunter Civil & Hire Pty Ltd who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award, and the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award.

**PARTIES:** Hunter Civil & Hire Pty Ltd -&- The Australian Workers' Union, New South Wales

# Hunter Civil & Hire Pty Ltd/Onesteel

## Enterprise Agreement 2005

### 1. TITLE

This agreement shall be known as the Hunter Civil & Hire Pty Ltd / Onesteel Enterprise Agreement 2005 (“**the Agreement**”).

### 2. ARRANGEMENT

<u>Clause</u>	<u>Subject</u>
1	Title
2	Arrangement
3	Objectives of the agreement
4	Commitment
5	Parties, scope and duration
6	No extra claims
7	Consultation and dispute resolution
8	Occupational health and safety
9	Classification and rates of pay
10	Travel and Fares
11	Superannuation
12	Redundancy
13	Long Service Leave
14	Contract of employment
15	Meal breaks
16	Procedures for resolving claims, issues and disputes
16.1	Impact of Client Industrial Disputes on Company Contract's Work
17	Tools
18	Sick leave
19	Annual leave
20	Annual close-down
21	Anti Discrimination
22	Company picnic day
23	Union membership
24	Hours of work
25	Overtime and Weekend work
26	Rostered days off
27	Public Holidays
28	Code of Conduct
29	Shift Loading
30	Quality assurance
31	Training
32	Loss of Licence
33	Payment by electronic transfer
34	Posting of agreement

### 3. OBJECTIVES OF THE AGREEMENT

The objectives of the agreement are to:

- Contribute to long term improvement in the company's performance in regard to profitability, market share, competitiveness and so support the labour cost increases which are included herein;
- Provide the means by which management and its employees can introduce significant flexibility at the workplace and promote management practices geared towards matching international best practice standards, through implementation of the efficiency measures contained herein and the promotion of a culture of continuous learning and improvement; and
- Provide an improved employment environment that encourages and rewards safe working practices, high quality of work, self-improvement, and which will provide increased job – satisfaction and security of employment.

### 4. COMMITMENT

The parties to this agreement commit themselves to ensuring that the objectives of the agreement are achieved in the following ways:

- Through consultation and a free flow of information, the development of an environment where there will be better understanding between the company and its employees;
- Actual implementation of the efficiency measures in this agreement to achieve real gains in productivity, but not at the expense of health and safety standards;
- Establishment of quality procedures; and
- Ensuring that the dispute settlement procedure provided in the agreement are strictly adhered to.

### 5. PARTIES, SCOPE AND DURATION

#### *5.1 Parties bound*

This agreement shall be binding on Hunter Civil & Hire Pty Ltd (“**the Company**”) and the Australian Workers’ Union, Newcastle & Northern Regions Branch (“**the Union**”);

5.2 *Scope*

This agreement shall apply to all employees of the company covered under the Metal, Engineering and Associated Industries (State) Award and the General Construction and Maintenance, Civil and Mechanical Engineering & C. (State) Award.

5.3 *Relationship to parent awards*

Where there is any inconsistency between this agreement and the Awards, as mentioned above, this agreement shall prevail to the extent of the inconsistency. Where this Agreement is silent in respect of any issue, the relevant Award provision shall apply.

5.4 *Period of operation*

This agreement shall come into effect from the beginning of the first full pay period commencing after the agreement between the parties, being the 1<sup>st</sup> July 2005 and remaining in place for three (3) years.

5.5 *Existing rates of pay*

No employee's ordinary rate of pay shall be reduced as a result of this agreement.

5.6 *Agreement voluntary*

This agreement was not entered into under duress by any party to it.

5.7 *No precedent*

This agreement shall not be used in any manner whatsoever to obtain similar arrangements, conditions or benefits in any other enterprise of Hunter Civil & Hire Pty Ltd.

**6. NO EXTRA CLAIMS**

The parties agree not to pursue any extra claims against each other for the life of the agreement.

**7. CONSULTATION AND DISPUTE RESOLUTION**

Consultation and participation are vital elements in seeking improved industrial relations. In an endeavour to keep the workforce informed, a consultative committee established whereby the workforce will be able to have input into decision making. The committee shall comprise representatives of management and employees, and its main task will be to monitor the operation of this agreement. The committee shall meet each six months or more frequently if required. The decisions and recommendations of the committee will be communicated to all employees.

*7.1 Dispute settlement procedure*

The parties to this agreement are committed to minimising the incidence of lost time or production arising out of disputes or

grievances, and to resolving any disputes by consultation and co-operation. Further the parties commit themselves to:

- Resolving any disputes without recourse to industrial action; and
- Acceptance of determinations of the WorkCover Authority or persons accredited by it in health and safety issues.

It is agreed that the following procedures will be adhered to at all times:

- i. Disputes on any work related or industrial matter shall be dealt with as close to the source as possible;
- ii. The dispute shall be referred by the employee to the employee's immediate supervisor;
- iii. If the matter remains unresolved the employee(s) will forward the matter to senior management;
- iv. If the matter remains unresolved the employee may refer the matter to the relevant union official who will submit the issue to senior management;
- v. All work will continue as normal whilst these dispute settlement procedures are being followed or until the matter is resolved;
- vi. If not resolved at this stage the matter will be submitted to the Industrial Relations Commission of New South Wales for determination;
- vii. The above procedures will apply in the event of a safety issue. If the subject of a dispute involves an area where there are deemed safety concerns to employees and the area is deemed unsafe, the employees will be relocated to other areas/sites or undertake training or other appropriate activities, unless the employees are involved in the rectification of the safety issue.

## **8. OCCUPATIONAL HEALTH AND SAFETY**

The parties to this agreement are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all employees and other persons who may enter the workplace. To facilitate this it is provided that:

- i. It is the company's obligation as far as is reasonably practicable to provide a safe and healthy workplace;

- ii. It is each employee's obligation to take reasonable care for the health and safety of other persons in the workplace who may be affected by his/her act or omissions and to co-operate with the company in ensuring that the workplace is healthy and safe;
- iii. Any worker becoming aware of a situation which is actually or potentially unsafe will immediately report the situation to his/her supervisor or appropriate management representative;
- iv. All issued safety equipment, clothing and footwear must be used and worn in the manner intended;
- v. It is strictly against the rules of the workplace to misuse, interfere with, or make inoperative, any safety equipment, guards or fire protection equipment;
- vi. Horseplay at the workplace is dangerous and can lead to the injury of those involved or bystanders, and is therefore prohibited;
- vii. Any damage to plant or equipment must be reported to the appropriate supervisor or management representative as soon as possible; and
- viii. And breach of workplace safety rules and policies, or of the above provisions may lead to disciplinary action, which may include dismissal;

## **9. CLASSIFICATION AND RATES OF PAY**

### *9.1 Classification and rates of pay*

The classifications and rates of pay set out in appendix A shall apply from the first full pay period after the date of cessation of previous EBA. Existing employees shall be paid as per these classifications and in accordance with appendix A.

The rates throughout this Agreement present substantial increases above the current award rates, depending on the employee's classification and work location. The rates throughout this Agreement include all industry, special allowances and other allowances that would be otherwise payable under the nominated parent award, except for leading hand allowances, which are also set out in appendix A and the tool allowance as set out in clause 17 of this Agreement. If at any time the rates of pay under this agreement are less than the award rate, the award rate shall apply.

### *9.2 Wage increases throughout the life of the agreement*

While the agreement is in force the rates of pay as set out in appendix A shall be increased as at the first full pay period after the date nominated in appendix A.

**9.3** *Site or Industry allowances*

Where under its contractual obligations for particular projects/sites, the company is obliged to pay productivity, site or industry allowances, such as the disability allowance payable on the BHP site, the following conditions shall apply;

- a. Such allowance shall be paid for actual hours worked and shall only be paid to its employees where the company is contractually entitled to recover the full cost of such allowances; and
- b. Where any agreement under which such allowances arise provides for productivity measures not included in this agreement the company may, at its discretion, adopt some or all of those additional measures for the duration of that project;

**9.4** *Clothing*

Personal protective equipment shall be supplied to all permanent employees and replaced on a fair wear and tear basis including but not limited to:

- a. Steel capped safety shoes, safety helmets with brim, ear protection, sunscreen, safety glasses and wet weather jackets.

The following clothing to be issued after 152 hours of service and replaced on a fair wear & tear basis;

- b. Two collared shirts, Two pairs of pants, Two pairs of socks, One jacket in winter.

Information from the Cancer Council shall be supplied with all clothing issue outlining the dangers from exposure to the sun and the prevention of skin cancer.

**10. TRAVEL AND FARES**

Employees who are required to travel to an industrial site from the Region's current depot or from regional/site depots, which may be set up from time to time to suit the businesses operations and/or contract requirements on a particular site, will be paid at ordinary time if the hours of travel fall within normal working hours.

Employees who are required to travel in company vehicles outside of normal working hours shall be paid at the appropriate overtime rates as per clause 25 for the driver and at ordinary time for the passenger or passengers.

This clause and the provisions for payment of travel and fares within it applies to the exclusion of any or all provisions relating to fares and travel

that would be otherwise payable under the nominated parent award to this Agreement.

## **11. SUPERANNUATION**

The company shall make superannuation contributions on behalf of each eligible employee to an approved Superannuation fund to the level required by the Superannuation Guarantee Charge Act 1987.

## **12. REDUNDANCY**

In the event that redundancy occurs Hunter Civil & Hire Pty Ltd will pay the redundant provisions of the appropriate parent awards.

## **13. LONG SERVICE LEAVE**

Long Service Leave entitlements will be paid as per the New South Wales Long Service Leave Act 1955 unless the Company is required to pay into the Building and Construction Industry Long Service Leave Fund as per the terms of the Building and Construction Industry Payments Act 1986, in which case entitlements will only be paid into the Building and Construction Industry Long Service Leave Fund for the duration of the time for which the employees work on sites fall within the scope of the Building and Construction Industry Payments Act 1986, as requiring payment into the abovementioned Fund.

## **14. CONTRACT OF EMPLOYMENT**

### *14.1 Engagement of employees*

All prospective employees shall complete an application for employment form prior to engagement. Applicants may be required to undertake a pre-employment medical, the cost of which will be born by the company. Any employee who knowingly provides false information in his/her application or in the medical may be dismissed. All employees (other than casuals) shall initially be engaged on a probationary period of three months. During this period should either party not be satisfied with the relationship, employment may be terminated by either party without recrimination and such termination shall not constitute harsh, unjust or unreasonable termination.

### *14.2 Termination of employment*

Employment (other than casuals) may be terminated by the giving of one week's notice from either side, or payment in lieu of such notice. Nothing in this clause shall affect the right of the company to dismiss an employee without notice for misconduct or refusal of duty.

### *14.3 Casual employment*

The company may engage company casual employees for a period of up to 6 months in any one engagement, subject to the following:



- i. A casual employee for working ordinary time shall be paid at the relevant rate as prescribed in clause 9 and appendix A of this agreement for each hour worked, plus a loading of 25%. The loading herein is in lieu of public holidays, annual leave, sick leave, redundancy and to compensate for the nature of casual employment.
- ii. A casual employee shall be paid for a minimum of four (4) hours work per day;
- iii. Casual employees shall be entitled to the benefits of clause 9 and appendix A (classifications and rates of pay), clause 25 (overtime), and, subject to their earning more than \$450.00 in any month, clause 11 (superannuation).
- iv. Casual employment may be terminated by the giving of one (1) hour's notice from either side, or payment or forfeiture of one hour's pay; and
- v. Casual employees shall be required to have appropriate footwear and clothing upon commencement with the company.

#### *14.4 Supplementary labour*

The Company agrees that any supplementary labour engaged by the Company will be paid as per the terms and conditions of this Agreement, unless otherwise agreed between the parties.

#### *14.5 Fixed Term Contract Employees*

It is agreed between the parties that during the life of this Agreement, the Company has the ability to employ fixed term contract employees for the purposes of meeting contractual requirements with Clients, such as the Contract being one of limited tenure, ie a duration of 1 or 2 years.

Employees employed on a fixed term contract of employment will be employed as per the terms of this Agreement, except in that they will not have access to the following:

- i. Redundancy provisions of this Agreement at the expiry of their contract of employment, because their contract is merely expiring, as per the terms of their contract of employment.
- ii. Casual loading over the term of their contract, as they will be employed as a permanent employee for the period of their contract of employment.

It is further agreed between the parties that a fixed term contract of employment can be extended several times, as long as the company is

able to substantiate why such extensions to a fixed term contract are necessary.

#### *14.6 Part time Employees*

It is agreed between the parties to this Agreement that the Company may engage part time employees or employee for a specified task or period of time, for the purposes of meeting contractual needs with certain clients of the Company and for meeting their need for flexibility.

Part time employees will be any employee engaged for a period of in excess of 12 hours and less than 38 hours per week. All part time employees will be paid as per the terms of this Agreement, and will receive entitlements, under this Agreement, on a pro rata basis.

### **15. MEAL BREAK DURING ORDINARY HOURS**

There shall be a cessation of work and working time for the purpose of a meal on each day of no less than 30 minutes which shall be taken no more than 5 hours after commencement of ordinary working hours on that day. Notwithstanding the above, by agreement between the company and the employees affected, the time of commencement of the meal break may be staggered, varied, no break taken, or its duration extended to meet the reasonable requirements of that day's work.

Where the meal break is not taken, the ordinary hours of work for that day shall cease 30 minutes before the usual ceasing time. Where the meal break is extended the time of cessation of work for that day shall be adjusted accordingly.

### **16. PROCEDURES FOR RESOLVING CLAIMS, ISSUES AND DISPUTES**

All parties to this Enterprise Agreement recognise and accept that people have differing viewpoints and hence, conflict will arise from time to time. To ensure the credibility of the Company and the job security of employees, it is agreed that it is in the interests of all parties to manage the resolution of conflict by means which do not damage the Company's business or its client relationships.

To enable claims, issues and disputes to be progressed while work proceeds normally and without interruption, the procedures outlined in this clause will apply.

- (i) Employees and/or delegate of the union/s will place the claim, issue or dispute before the front line supervisor. This group will take all reasonable steps to settle the matter together.
- (ii) Failing agreement, all parties will place the claim, issue or dispute before the site manager. This group will take all reasonable steps to settle the matter.

- (iii) If the claim, issue or dispute remains unsettled, the delegate/s and/or the employee/s will contact their union official immediately who will arrange a conference with Company management in order to try to settle the matter.
- (iv) If the above procedures fail to settle the matter in dispute the parties will refer the matter to the Australian Industrial Relations Commission for assistance.

The above procedures will be progressed quickly, but reasonable time limits will be applied.

Where a claim, issue or dispute relates to a safety matter the above procedure will be followed. However where an Occupational Health and Safety Committee exists, the Committee or a member of the Committee may be involved in assisting the settlement of the matter. Upon advice that a safety dispute exists, the Supervisor will take immediate corrective action to allow work to continue without risk to health and safety.

Nothing in this procedure changes the rights and obligations employees and employers have under the NSW Occupational Health & Safety Act 2000.

If the above procedures fail to settle a claim, issue or dispute and industrial action is intended which will interrupt or delay Company or Client operations, then no such industrial action will occur until the expiry of ten (10) days from the time written notice of such intended action has been given to the Company.

No party shall be prejudiced simply by the fact that work continued whilst the above process was being followed.

## **16.1 IMPACT OF CLIENT INDUSTRIAL DISPUTES ON COMPANY CONTRACT'S WORK**

When the Company's employees are working within the boundaries of a client's operation and the client's employees enter upon an industrial stoppage, the Company's employees will continue at work where:

1. The work is in the terms and specification of a specific fixed price contract, whether described by the client as "capital", "maintenance" or "service".
2. Can be continued without carrying out any work of the client's employees on strike.

In instances where work cannot continue because of the client's employees' stoppage, there will be not restriction on work carrying on in the Company's Workshop or carrying out work at another contract location.

## 17. TOOLS

All power tools, hand tools and special purpose tools supplied by the company to employees must be maintained in an efficient working order by each employee, and the employee will be held responsible for that equipment. Failure to do so may result in the employee being counselled in accordance with the disciplinary procedures in this agreement, along with tradespersons or such other employee replacing or paying for any tools supplied by the company which are lost as a result of their negligence.

Tradespersons required to supply and maintain tools ordinarily required in the performance of their work as tradespersons shall be paid an allowance of \$11.53 per week. This clause applies to the exclusion of any prior agreement between the company and any individual in relation to payment of a tool allowance and applies to the exclusion of any tool allowance clause that would otherwise be applicable under any or all of the nominated parent awards.

## 18. SICK LEAVE

Notwithstanding anything contained in the awards, the following provisions shall be followed in cases of sick leave:

An employee who is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity, not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non attendance, subject to the following:

- 1a) An employee shall not be entitled in respect of any year of continued employment to sick pay for more than the number of ordinary hours specified in paragraph (b) of this sub-clause.
  - 1b) The number of ordinary working hours referred to in paragraph (a) of this sub-clause shall be:
    - i. in the case of an employee with anything up to 5 years continuous employment 8 days.
    - ii. in the case of an employee with 5 or more years continuous service 10 days.
- The employee shall prior to commencement of his/her normal commencement time for work notify the Company of his/her inability to attend for duty, the nature of the illness or injury and the estimated duration of the absence.
  - An employee shall provide for absences of 2 or more consecutive day's duration, proof to the satisfaction of the Company, within three days of the absence occurring. Failure to do so will result in the

Company not paying the period of absence as sick leave, but leave without pay.

- Single day absences that occur before or after a proposed public holiday will require proof to the satisfaction of the Company within three days of the absence occurring.

## **19. ANNUAL CLOSE DOWN**

Notwithstanding anything contained in the award, the company when giving any leave in conjunction with the Christmas/New Year holiday's may, at the company's option, either;

- a. stand down without pay during the period of leave any employee who is not yet entitled to annual leave; or
- b. stand down without pay during the period of leave any employee who is not yet entitled to an annual leave and pay (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each 38 hours continuous service (excluding overtime).

Provided that where the company at its option decides to close down the establishment at the Christmas/New Year period for the purpose of giving the whole of the annual leave due to all, or the majority of the employees then qualified for such leave, the company shall give at least one (1) month's notice to the employees of the company's intention to do so.

Provided also that where the company requires work to be carried out during an annual close down period notified as above, the company may, subject to the employee's agreement, recall an employee from annual leave, which agreement shall not be reasonably withheld. In such cases the employee shall be re-credited with the amount of annual leave foregone, but shall not be entitled to a further payment of leave loading in respect of that leave.

## **20. ANNUAL LEAVE**

Annual leave entitlements will be as per the Annual Holidays Act 1944. Notwithstanding anything contained in the awards, annual leave may be taken in separate periods of not less than one day at the request of the employee. The company shall endeavour to approve such periods of leave where adequate notice is given and where special circumstances warrant the granting of single day absences.

It is agreed between the parties that Annual Leave Request forms will be filled out by employees prior to the leave request being considered by the Company. Failure to fill out the necessary Annual Leave Request Forms may result in the employee's request for annual leave not been considered by the Company.

## **21. ANTI DISCRIMINATION**

It is the intention of the parties to this agreement to achieve the principal object of the Anti-Discrimination Act 1977 (NSW) by preventing and eliminating discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause the parties will make every reasonable endeavour to ensure that neither the provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to effect:

1. Any different treatment (or treatment having a different effect) which is specifically exempted under NSW Anti-discrimination legislation;
2. The payment of different wages for employees who have not reached a particular age;
3. An employee, employer or registered organisation pursuing matters of discrimination in any state or federal jurisdiction including by application to the Human Rights and Equal Opportunity Commission.

## **22. PICNIC DAY**

Union picnic day as prescribed in the relevant award as by agreement.

## **23. UNION MEMBERSHIP**

The company recognises that whether or not to join a union is a choice to be made the individual employee. No employee will be either advantaged or disadvantaged in his/her employment because of his/her choice to join or not to join a union. It is recognised that the Australian Workers Union is the signatory to this agreement.

It is agreed between the parties that the Company will facilitate payroll deductions for union dues to the signatory union, upon the individual employee's request.

## **24. HOURS OF WORK**

### *24.1 Ordinary Hours*

The ordinary working hours shall be 38 hours per week with a minimum of 8 hours and a maximum of 16 hours worked in any 24 hour period and may be worked on any day Monday to Friday inclusive, between the hours of 05.00 to 18.00 on the following basis:

- a. 8 hours per day, with 0.4 hours of each day worked accruing as an entitlement to take one day each 4 weeks as a rostered day off (RDO) paid for as though worked; or

**24.2** *Work outside ordinary hours*

Any hours worked outside the span of hours set in 24.1 above, or in excess of 38 hours per week shall be regarded as overtime and dealt with in accordance with the relevant clauses of this Agreement. Notwithstanding the provisions within the nominated parent award, the company may cancel or notify employees of the working of overtime by the giving of at least one hours notice prior to the commencement of overtime. All employees shall be expected to work a reasonable amount of overtime.

**25. OVERTIME AND WEEKEND WORK**

1. All hours worked in excess of or outside the ordinary working hours prescribed by this Agreement shall be paid at the rate of time and one half for the first 2 hours and double time thereafter.
2. For hours worked on a Saturday, employees shall be paid at the rate of time and a half for the first two hours and double time for the rest of the hours worked. All hours after midday on Saturday are to be paid at double time.
3. For all hours worked on Sundays, employees shall be paid at the rate of double time.
4. For all work done on a prescribed Public Holiday, employees shall be paid at the rate of double time and a half.
5. Employees recalled to work overtime not continuous with ordinary hours shall be paid for a minimum of four (4) hours work at the appropriate rate.
6. When employees are required to work more than two hours overtime continuous with ordinary hours, a 20 minute crib break, shall be treated as time worked.  
  
A further paid crib break shall be allowed after every hour (4) hours of overtime completed.
7. An employee required to work overtime continuous with ordinary hours for more than two hours without having been notified the previous day that they would be required to work overtime shall be provided with either one meal voucher, cash to the value of \$9.00 or have a meal supplied. A second meal voucher to the value of \$9.00 or above alternatives, become available to the employee, after he has worked an additional 4 hours overtime.

8. When overtime work is necessary it shall be so arranged that employees have at least eight (8) consecutive hours off duty between the work of successive days. If an employee has not had at least eight (8) hours off duty between the work of successive days, he shall be paid at double time rates until they are released from duty and have had the required break.
9. For the purposes of calculation of 8 hours work on a Saturday or Sunday, work shall be performed between the hours of 05.00 to 17.00 at the discretion of the company.
10. In accordance with the preferred practice of employees, only one crib break shall be taken on Saturdays between 9:00 am and 11:00 am, or unless as otherwise agreed.
11. Subject always to operational requirements, an employee will not be offered weekend work unless he/she has worked the preceding and subsequent weekday. In the event of an employee failing without reasonable excuse to work the subsequent weekday he/she shall not be offered work on the next weekday that work is available.
12. Notwithstanding the award, the company may cancel intended weekend work by the giving of at least one hour's notice prior to the commencement of the work. In such cases the employees shall be offered the next available weekend work.
13. It is agreed between the parties that employees will work a reasonable amount of overtime, when and as required, by the Company.

## **26. ROSTERED DAY OFF**

The company and the employees may agree to vary the date of the monthly industry rostered day off (RDO) in order to meet job requirements or personal needs. In such cases employees entitled to an accrued RDO shall bank the RDO provided that all banked RDO's are taken within 12 months of the time of their original accrual, as requested by the employee, and at one week's notice is given of the intention to bank the RDO.

The company shall attempt to accommodate all requests for the taking of "banked" RDO's, however the taking of such RDO's shall be subject to reasonable operational requirements, which shall be determined by the company.

See Clause 241.1 Hours of Work for application of accrual of RDO time.

## **27. PUBLIC HOLIDAYS**

Public holidays will be as gazetted in the nominated parent Award.



## **28. CODE OF CONDUCT**

The parties to this Agreement agree to observe the conditions of this agreement or any applicable Enterprise Agreement and any Code of Conduct that the Company may seek to introduce at any point in time or any Code of Conduct that a Principal contractor may have in place, and that all parties to this Agreement will comply with all lawful rules and regulations and any lawful directions within.

Should an employee fail to comply with the abovementioned requirements, the Company may invoke disciplinary action against that employee, and which may include removal of that employee from a client site, should the Principal Contractor request such.

## **29. SHIFT WORK**

Shift workers on other than continuous work for all time worked on a Saturday, Sunday or Public Holiday shall be paid the following:

- 1) Saturday – time and a half first two (2) hours and double time thereafter;
- 2) Sunday – double time; and
- 3) Public Holidays – double time and a half.

Such extra rates shall be in lieu of any shift premiums.

When shifts fall partly on a Sunday or a Holiday, that shift, the major portion of which falls on a Sunday or Holiday shall be regarded as a Sunday or Holiday Shift.

Provided that the time worked by an employee on a shift commencing between 10.30pm and midnight on the day preceding a Sunday or Holiday and extending into such Sunday or holiday shall be regarded as time worked on such Sunday or Holiday.

Where shifts commence between 10.30pm and midnight on a Sunday or Holiday, the time so worked shall not entitle the employee to the Sunday or Holiday rate for the entire shift.

Shift workers while working the following shifts:

- 1) Night shift, Afternoon Shift
- 2) Night shift only
- 3) Afternoon shift only

Will be paid per shift the rate of (15%) of normal shift value.

### **30. QUALITY ASSURANCE**

It is agreed by the parties that the establishment and maintenance of a quality assurance program and the maintenance of consistently high standards of workmanship are essential to the company's continued profitability and employees increased job security. In order to achieve this it is agreed:

- a. All employees shall co-operate fully in the development and implementation of the company's quality assurance program; and
- b. Any employee who fails to produce the required standard of workmanship may be liable to disciplinary action, including termination of employment, provided that in such instances the company shall give each employee a reasonable opportunity to improve his/her performance, and will, where appropriate provide any necessary training if the employee's poor performance does not relate to the usual skills which would reasonably be expected of a person with that employee's experience and/or qualifications.

### **31. TRAINING**

The parties recognise the need for ongoing training to compliment skills development and best practice principles. Such training will be provided for on a needs basis by prior agreement with the company, dependant on the needs of the business at the time. Where approved training is undertaken, all reasonable expenses incurred (eg. Course fees and materials), will be met by the company.

### **32. LOSS OF LICENCE**

It is agreed between the parties that should an employee loose their licence during the course of their employment, for a driving related offence or have it suspended for a period of time, and it is a requirement of their employment to hold such a driving licence, the Company will attempt to utilize them in non driving activities, but should this be not possible, they will be offered the ability to utilise any form of accrued leave they have available, for the period of time for which they do not have a licence, due to loss or suspension. Should the period of loss or suspension of licence exceed the period for which they have available leave entitlements, the Company will terminate their employment. In certain circumstances, the Company may grant leave without pay, until such time that they obtain their licence.

### **33. PAYMENT BY ELECTRONIC FUNDS TRANSFER**

Employees wages shall be paid through electronic funds transfer into an account opened or nominated by the employee on a fortnightly basis. The pay week will commence on a Wednesday and finish on the succeeding Tuesday with Thursday being the pay day on a fortnightly basis.

In the event that wages are not paid on the nominated pay day, the company will give favourable consideration to paying employees in cash or advancing them a sum of money, where they can demonstrate special hardship, given the Company's failure to pay wages as specified. If an employee is paid in cash or advanced a sum of money by the Company until such time that his/her wages are paid into their account, they agree that the sum of money paid to them in cash or advanced to them is deducted off the amount of wages processed into their account by way of EFT.

In the event of a failure to pay wages as specified, the company will effect payment of wages as soon as is possible after the specified pay day.

This clause expressly precludes any similar or additional clause relating to late payment of wages in the nominated parent award and is the intended way in which late payment of wages is to be implemented within the Agreement.

**34. POSTING OF THE AGREEMENT**

A copy of this agreement shall be displayed by the company in a prominent place on the company's premises accessible to the employees.

**35. SIGNATURES**

<p>..... Signed for and on behalf of: <b>Hunter Civil &amp; Hire Pty Ltd</b></p>	<p>..... Witnessed by: <b>Site Delegate</b></p>
--	---

<p>..... Signed for and on behalf of: <b>The Australian Workers' Union, Newcastle &amp; Northern Regions Branch</b></p>	<p>..... Witnessed by:</p>
---	--------------------------------

**APPENDIX A – HOURLY RATES OF PAY & CLASSIFICATION STRUCTURE**

<b>Classification</b>	<b>On Signing</b>	<b>Dec 05</b>	<b>June 06</b>	<b>Dec06</b>	<b>June 07</b>	<b>Dec 07</b>
<b>Trades</b>	<b>3%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>
L1	19.87 21.91	20.26	20.66	21.07	21.49	

L2A	21.04 23.20	21.46	21.88	22.31	22.75
L2B	22.08 24.35	22.52	22.97	23.42	23.88
L3	22.20 24.50	22.64	23.09	23.55	24.02
L4	22.90 25.25	23.35	23.81	24.28	24.76
L5	23.78 26.23	24.25	24.73	25.22	25.72
<b>Non Trades</b>					
Rigger L1	19.78 21.81	20.17	20.57	20.98	21.39
Rigger L2	20.79 22.93	21.20	21.62	22.05	22.49
T/A L1	17.45 19.24	17.79	18.14	18.50	18.87
T/A L2	19.80 21.84	20.19	20.59	21.00	21.42
<b>Civil Workers</b>					
Plant Operator 3	21.44 23.64	21.86	22.29	22.73	23.18
Plant Operator 2	20.14 22.21	20.54	20.95	21.36	21.78
Plant Operator 1	19.17 21.14	19.55	19.94	20.33	20.73
Civil Labourer	17.89 19.72	18.24	18.60	18.97	19.34
Yard Labourer	16.44 18.16	16.76	17.09	17.43	17.77

**Level 1 Tradesman** is an employee holding a trade certificate and who has less than one year of employment with the Company.

**Level 2 Tradesman** is an employee holding a trades certificate and who has worked with the Company as an employee for a period of 12 months and holds and uses as required in the course of his work with the Company any two of the following:

- Class HR or HC Drivers Licence

- First Aid Certificate
- Hydraulics Certificate
- Pneumatics Certificate
- MIG Welding
- TIG Welding
- Pressure Welding Certificate
- Boilermakers - Basic Fitting/Turning Skills
- Fitter – Basic Welding and Oxy Cutting Skills
- Electrical Isolation
- Crane Driver
- Fork Truck Driver
- Rigger 1 Certificate
- Scaffold
- EWP Ticket
- Confined Space Certificate

**Level 3 Tradesman** is an employee holding a trades certificate and has worked with the Company as an employee for a period of 24 months and holds and uses as required in the course of his work with the Company any four of the following qualifications:

- Class HR or HC Drivers Licence
- First Aid Certificate
- Hydraulics Certificate
- Pneumatics Certificate
- MIG Welding
- TIG Welding
- Pressure Welding Certificate
- Boilermakers - Basic Fitting/Turning Skills
- Fitter – Basic Welding and Oxy Cutting Skills
- Electrical Isolation
- Crane Driver
- Fork Truck Driver
- Rigger 1 Certificate
- Scaffold
- EWP Ticket
- Confined Space Certificate

**Level 4 Tradesman** is an employee holding a trades certificate and has worked with the Company as an employee for a period of 24 months and holds and uses as required in the course of his work with the Company any six of the following qualifications: Class HR or HC Drivers Licence

- First Aid Certificate
- Hydraulics Certificate
- Pneumatics Certificate
- MIG Welding
- TIG Welding
- Pressure Welding Certificate

- Boilermakers - Basic Fitting/Turning Skills
- Fitter – Basic Welding and Oxy Cutting Skills
- Electrical Isolation
- Crane Driver
- Fork Truck Driver
- Rigger 1 Certificate
- Scaffold
- EWP Ticket
- Confined Space Certificate

**Level 5 Tradesman** is an employee holding a trades certificate and has worked with the Company as an employee for a period of 24 months and holds and uses as required in the course of his work with the Company any four of the following qualifications plus has completed and accredited supervisor training course and is working in the role of Leading Hand:

- Class HR or HC Drivers Licence
- First Aid Certificate
- Hydraulics Certificate
- Pneumatics Certificate
- MIG Welding
- TIG Welding
- Pressure Welding Certificate
- Boilermakers - Basic Fitting/Turning Skills
- Fitter – Basic Welding and Oxy Cutting Skills
- Electrical Isolation
- Crane Driver
- Fork Truck Driver
- Rigger 1 Certificate
- Scaffold
- EWP Ticket
- Confined Space Certificate

**Base Maintenance Assistant** is an employee who has less than one year of employment with the Company.

**Experienced Maintenance Assistant** is an employee who has worked as an employee with the Company for no less than 1 year and who holds and uses as required in the course of his work with the Company, any three of the following:

- Class HR or HC Drivers Licence
- Scaffolding Certificate
- Rigger 1
- Dogman's Certificate
- Fork Lift Driver's Certificate
- Basic Oxy Cutting Skills
- Power Tool Operator's Certificate
- Crane Driver Certificate
- EWP Ticket
- Traffic Control Certificate

- RTA Tickets
- First Aid Certificate
- Confined Space Certificate

**Level 1 Rigger** is an employee who has worked with the Company as an employee for no less than 1 year and who holds and uses as required in the course of his work with the Company, three of the following in addition to the Rigger 1 Certification:

- Class HR or HC Drivers Licence
- Scaffolding Certificate
- Fork Lift Driver's Certificate
- Basic Welding
- Power Tool Operator's Certificate
- Crane Driver's Certificate
- EWP Ticket
- First Aid Certificate
- Confined Space Certificate

An employee classified as a Rigger will work assisting tradesmen as required and will supervise the work of Rigger permitted employees.

**Level 2 Rigger** is an employee who has worked with the Company as an employee for no less than 2 year and who holds and uses as required in the course of his work with the Company, four of the following in addition to the Rigger 1 Certification:

- Class HR or HC Drivers Licence
- Scaffolding Certificate
- Fork Lift Driver's Certificate
- Basic Oxy Cutting Skills
- Basic Welding
- Power Tool Operator's Certificate
- Crane Driver's Certificate
- EWP Ticket
- First Aid Certificate
- Confined Space Certificate

An employee classified as a Rigger will work assisting tradesmen as required and will supervise the work of Rigger permitted employees.

**Plant Operator 3 (97%)** is an employee who is not only competent to operate, but is required by the Company in the course of his work to operate equipment including, but not limited to:

- Crane operator of between 40 and 70 tonne capacity
- Driver of forklifts with a capacity of 60 tonne and over
- Driver of rigid vehicle – trailer combinations with a total of 5, 6 or 7 axles and road trains
- Driver of articulated vehicles with 5 or 6 axles or driver of double articulated vehicles

**Plant Operator 2 (91%)** is an employee who is not only competent to operate, but is required by the Company in the course of his work to operate equipment including, but not limited to:

- Crane operator of up between 20 and 40 tonne capacity
- Driver of forklift with a capacity of between 9 and 30 tonnes
- Driver of articulated vehicles with a total of 4 axles;
- Driver of rigid vehicle trailer combinations with a total of three axles

**Plant operator 1 (86.5%)** is an employee who is not only competent to operate, but is required by the Company in the course of his employment to operate equipment including, but not limited to a Road Sweeper, Basic water blasting, Holds a current MR licence and eligible to obtain a class HR licence, water cart, bob cat tickets and holds two of the following:

- Crane operator of up to 20 tonne capacity
- Driver of forklifts with a capacity of up to 4.5 tonnes
- Driver of two axle rigid vehicles with a gross vehicle mass of up to 4.5 tonnes
- Loader
- Bobcat
- Excavator
- Backhoe

**Trades Assistant (89.5%)** is an employee who is not only competent to do so, but is required by the Company in the course of his employment to hold and use as required any two of the following:

- Fork Lift Drivers Certificate
- Basic Oxy Cutting Skills
- Power Tool Operators Certificate
- Elevated Work Platform Ticket

**Civil Labourer** is an employee who is not only competent, but is required by the Company in the course of his employment to perform various tasks, including, but not limited to the following:

- Small tools, ride on mowers, hand mowers, whipper snipper, brush cutters, egder, chain saw
- Holds a current RTA class A licence
- Spraying & pruning of gardens, where appropriate
- Traffic control ticket
- Elevated Work Platform

**Yard Labourer** is an employee undertaking work on **non industrial** sites and who is not only competent, but required by the Company to perform various tasks, including, but not limited to the following:

- Small tools, ride on mowers, hand mowers, whipper snipper, brush cutters, egder, chain saw
- Holds a current RTA class A licence
- Spraying & pruning of gardens, where appropriate
- Elevated Work Platform



It is agreed that when Maintenance Assistance classified employees are performing skilled/semi skilled duties, such as off siding Tradesman, operating EWP or Cherry Pickers, they will be paid as per the Trades Assistant rate of pay for all hours they work in this capacity.

In order for this Agreement to remain current in an ever changing industry, it is agreed between the parties that the company may add or vary the skills, qualifications, trade certificates and requirements of competency to operate certain equipment and/or machinery for each of the classifications mentioned above, on the understanding that no existing employee is disadvantaged by such changes. The only intention behind this flexibility is to allow the classification structures to be flexible, according to the changing needs of the industry and the need for the company to remain flexible to service such changing needs.

**Leading hand Allowance** will be paid to those employees nominated by the Company as a Leading hand and according to the number of people for which they have responsibility over will be paid one of the following allowances, for the hours worked, in which they have that responsibility:

2 – 5 employees 0.45 cents per hour  
5 – 10 employees 0.65 cents per hour  
over 10 employees 0.83 cents per hour

## **APPENDIX B**

### **DRUG & ALCOHOL POLICY**

#### **PURPOSE**

The objective of this Policy is to implement a fair, pro-active Alcohol & Drug testing program that will contribute to the safety and health of all people working under the Hunter Civil & Hire Pty Ltd NSW State Enterprise Agreement 2005.

Hunter Civil & Hire Pty Ltd is committed to safety as the number one priority for all of its operations. The goal is to carry out our work in such a manner that no one gets hurt.

It is the intention to create an environment where people recognise the health and safety risks of misusing alcohol and drugs and thus provides an opportunity for people to obtain assistance to avoid such misuse.

#### **SCOPE**

This procedure details the conditions and methods for testing of persons for alcohol and/or drugs. It details the four circumstances under which persons may be tested. It describes the processes that are adopted following any positive test. It outlines the normal course of events for the person who has tested positive to a drug.

Employees, visitors, and other people are prohibited from using, possessing, distributing, dispensing, manufacturing, being under the influence, and misusing alcohol or drugs, chemicals, controlled substances while working for Hunter Civil & Hire Pty Ltd.

Such use, involvement or misuse is prohibited at any time to the extent it violates the law and/or negatively affects Hunter Civil & Hire Pty Ltd's business and reputation by undermining public and/or client confidence in the ability to provide a safe workplace for all of its people. Such use also breaches the Hunter Civil & Hire Pty Ltd OH & S Policy.

## **TRAINING**

This Alcohol and Drug Awareness Program has been formulated so our people will recognise the potential impact of alcohol and drug misuse for both themselves personally and at work for the safety of all.

In the case of alcohol the program is not an anti-drinking campaign. It is designed to eliminate risks to our health and safety and it proposes a safe drinking code. It details the effects of other drugs. The program has valuable information for everyone who works for Hunter Civil & Hire Pty Ltd.

This program is an intrinsic component of our commitment to safety.

Part of the overall program will include a fair and controlled system of breathalyser testing for alcohol and urine sampling for illicit drugs.

It is intended that this program will function smoothly and further compliment the site safety program. Fairness and dignity will be an absolute priority.

## **ALCOHOL & DRUG TESTING**

Consistent with Hunter Civil & Hire Pty Ltd's Zero Accident Philosophy and its obligations to provide a safe workplace for all people, this procedure will be used with respect for the prevention of impairment as a result of drugs or alcohol.

Testing will take place under the following circumstances:

### **Suspicion of being under the Influence of Alcohol or Drugs:**

If any person suspects that another person is under the influence of alcohol or drugs, the person should not be allowed to commence or continue work, and should be directed or escorted to the First Aid Centre. The OH& S Officer is to be immediately notified.

The person should be advised he/she is thought to be under the influence of alcohol or drugs. He/she will be given the opportunity of using the OH&S Breathalyser or partaking in drug testing. All results of such tests will be recorded.

The person participating in the test should have a Union Delegate or other nominated Employee Representative present during any discussions.

**Random and systematic testing:**

Random testing

Teams may be selected at any time to undergo passive start of shift testing for alcohol or random testing for drugs. Such teams will be by area of contract activity, ie Onesteel site, etc.

The Manager based on the advice provided by the Hunter Civil & Hire Pty Ltd Occupational Health & Safety Steering Committee will make the decision to random test and the chosen regularity. The actual day, time and target group will be selected by the Occupational Health & Safety steering committee using a suitable computer based fair random selection system or some other system that ensures fairness of selection.

Systematic testing

All people working for Hunter Civil & Hire Pty Ltd may undergo alcohol & drug testing on at least two (2) occasions each year, for which alcohol and drug testing will be carried out in company time.

**Testing following an Accident:**

Following any accident the Management will require alcohol and drug testing of those individuals directly involved in the accident.

**Voluntary testing:**

A person may volunteer to undertake alcohol or drug testing prior to commencing work and who would normally have commenced work without undertaking such a test.

**POSITIVE TESTS**

An acceptable level of alcohol indicated by the Breathalyser is less than 0.02.

Illegal Drugs

(a) Use or under the Influence

An employee will be considered to be using, and/or under the influence of illegal drugs, if he or she receives a confirmed positive test for the substances identified in the procedure at designated cut-off levels.

(b) Designated Substances and Cut-off levels for Drug Screening

All urine samples will be screened for the following drugs of abuse:

<b>Drugs to be tested</b>	<b>Initial Cut-off level (ng/ml)</b>
Cannabinoids (TCH Marijuana)	50
Benzolecgonine (Cocaine)	300
Amphetmines	1000
Opiates	300

These substances and cut-off levels are those established and detailed in AS 4308–1995. If they are during the course of this Agreement amended or updated, they will be taken into account as being the relevant standard applicable for the determination of substances and cut off levels, unless otherwise established by legislation.

### **First Positive Test**

Should a breathalyser test indicate a 0.02 Blood Alcohol Concentration (BAC) or more or should the person test positive to drugs (ie, above the initial cut-off level) the person should be provided with transport home and be paid for work up to the time of the breathalyser or drug test.

On returning to work after recording a positive reading the person will be re-tested and must record a reading below the nominated threshold value before being allowed to start work. They will be advised of the impact of the situation and that counselling is available. This person will also be cautioned about the consequences in the case of any repeat episode. The results and the advice should be provided in writing and recorded in the person's file. He/she will be informed that they will be individually tested on a random date in the near future.

### **Second Positive Test**

A person who registers over 0.02%BAC or tests positive to illegal drugs, a second time within a 12 month period shall be required to undertake professional counselling. If the requirement of the counselling is refused then the person's circumstances will be dealt with accordingly through the dispute procedures of this Agreement.

The employer will be informed of all developments. The normal expectation will be that a suspension will be enforced until the matter is resolved.

### **Third Positive Test**

If person registers 0.02%BAC or tests positive to illegal drugs, a third time within a 12 month period he/she shall be encouraged to receive further professional counselling. In the interests of the persons own safety and the safety of other employees of Hunter Civil & Hire Pty Ltd their employment will be terminated.

## **GENERAL CONDITIONS**

The OH&S Officer, a union delegate and Depot Manager will normally undertake random and systematic testing. Those carrying out the random and systematic testing will be tested prior to testing other people.

All people administering a test must be properly trained in its application.

The breathalyser must be maintained and calibrated in accordance with approved standards.

All alcohol and drug testing will be carried out in paid work time.

Should a person refuse the test, the person should be counselled that refusal supports the suspicion of the person being under the influence of alcohol or drugs and should refusal persist that person will be sent home without pay and be required to undergo testing before resuming work. The person's union and employer will be advised of the circumstances.

People should be advised that if they disagree with the breathalyser or drug test results they should consult a doctor and have a blood analysis undertaken. If a blood test is certified as occurring within two (2) hours of the test and it indicates that the person did not have a blood alcohol level of 0.02 or greater or above the prescribed limits of a drug in their systems, when originally tested, the person will be paid wages for the day and no positive test will be recorded.

A person who volunteers to undertake a test prior to commencing work and who would normally have commenced work without undertaking such a test, who register 0.02% BAC or greater or tests positive to drugs, will be stood down without pay for the duration of the shift and provided with transport home. Re-testing must occur before resuming work.

In the case of alcohol, where a person tests positive to alcohol in their system but tests under 0.02%BA, the following process will take place:

- Under these circumstances the person's BAC may be decreasing or it may be increasing if the person has been drinking the previous hour.
- In the interests of safety he/she will be directed not to commence any physical work or drive a vehicle.
- The person will be re-tested 30 minutes after the original test.
- If the test is negative the person may return to work, there will be no counselling and there will be no recording of the event.
- If later tests indicate a BAC of 0.02% or greater the normal procedure for Positive Testing will follow.

Where a person tests positive to alcohol or drugs and requires professional counselling, the employer will be accountable for initial referral and counselling costs.

Hunter Civil & Hire Pty Ltd Safety Steering Committee will act as facilitators to assist all people and ensure the most beneficial services are provided to the person concerned.