

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/87

**TITLE: Civil Pacific Pty Limited Traffic Control and Labour Hire
Enterprise Agreement**

I.R.C. NO: IRC4/7450

DATE APPROVED/COMMENCEMENT: 17 January 2005 / 17 January 2005

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 15 April 2005

DATE TERMINATED:

NUMBER OF PAGES: 17

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Civil Pacific Pty Limited, located at Level 1, 79B, Scarborough Street, Southport Qld 4215, engaged on, or in connection with traffic control and labour hire in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

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

CIVIL PACIFIC PTY LIMITED TRAFFIC CONTROL AND LABOUR HIRE ENTERPRISE AGREEMENT

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1. Title

This agreement shall be known as the Civil Pacific Pty Limited Traffic Control and Labour Hire Enterprise Agreement.

2. Parties Bound

This agreement shall be binding on Civil Pacific Pty Limited Level, 1 79b Scarborough Street Southport QLD 4215 ABN:96 103 951 962 ACN: 103 951 962 (herein after referred to as the "company"), the Australian Workers' Union, Newcastle & Northern Regions branch (which includes the local government areas of:

Nambucca; Kempsey; Hastings; Greater Taree; Gloucester; Great Lakes; Dungog; Muswellbrook; Singleton; Cessnock; Maitland; Port Stephens; Newcastle; Lake Macquarie; Wyong and Gosford) ("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:

- (1) To maintain and enhance the efficiency and productivity of the company.
- (2) To provide for increased pay and conditions of employment for employees.
- (3) To engender a cooperative industrial relations environment within the company and between the parties.
- (4) To maintain and improve occupational health and safety standards on company projects.
- (5) To recognise the value of training and provide increased opportunities for employees to upgrade skill levels.
- (6) 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 and labour hire in Northern NSW.

5. Relationship to Parent Award

- (1) This agreement is supplementary to, and shall be read and interpreted wholly in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering and C. (State) Award ("award").
- (2) 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.
- (3) Where this agreement is silent the terms of the award, shall apply.
- (4) 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 registered with the Industrial Relations Commission of New South Wales and shall remain in force for a period of three years.

7. Negotiations of a Subsequent Agreement

- (1) 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.
- (2) The parties intend to conclude these negotiations prior to the nominal expiry date.

- (3) 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 Agreement (AWA's)

The company agree to no Australian Workplace Agreements (AWA's) 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 employees 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 per day will be paid the applicable rate for the whole day.

Leading hands will receive allowances in accordance with the Award.

This agreement provides for wage increases contained in the 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. Once the employee has travelled more than 100 kilometres to his/her workplace in his/her own vehicle, he/she is entitled to 50c per km for the excess kilometres 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 passengers in that vehicle which have reported to the company's depot to start work will be paid ordinary time for all time spent travelling.

12. Superannuation

The company will pay the basis superannuation contribution pursuant to the Superannuation Guarantee Levy which is 9% and agreed to pay any increase 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 agreed to facilitate additional employee contributions.

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

13. Clothing

The company agrees to supply any safety equipment required by employees. After four weeks of full time continuous 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, 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 until 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';
 - (2) "Affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "Household" means a family group living in the same domestic dwelling.
- (d) An employee shall wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not

practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid leave for family purpose

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub-paragraph (ii) or paragraph (c) or sub-clause (1) who is ill.

(3) Annual leave

- (a) An employee may elect, with the consent of the employer subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods of part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this sub-clause, shall be exclusive of any shutdown period for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

4. Time off in lieu of payments for overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time and times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the overtime rate.
- (c) If having elected to take time as leave in accordance with paragraph (a) of this sub-clause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-months period or on termination.
- (d) Where no election is made in accordance with the award.

5. Make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time) (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate that would have been applicable to the hours taken off.

6. Rostered days off

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (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 and 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 2 hours or more overtime beyond their ordinary hours, he/she will be eligible for a \$15.00 meal allowance (inclusive of crib provisions). All other cribs in accordance with Award.

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, if applicable. 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 Newcastle Secretary or Organiser of the Newcastle & Northern Regions Branch of the AWU, a register containing details of the name, classification, commencement date, date of birth, C+BUS fund number, LSL registration number and union number of all employees covered by this agreement.

18. Minimum Engagement

An employee including casuals instructed to report to work, including on Saturdays, Sundays and public holidays, in circumstances where work ceases due to any reason, or is not required to start after reporting to the site or depot, will be paid a minimum of four hours pay.

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 practise,
- 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. This includes compliance with the company's obligations under the *Occupational Health and Safety Act 2000*, as amended.

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

The company agrees to authorise all employees elected to safety committees to attend an approved and agreed safety committee/representative training course 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 employees engaged to work are covered by workers compensation insurance and that the estimated wages on a policy will be commensurate with the actual wages of the company and number of employees.

The company and their employees will comply with the following steps to ensure expedited payment of workers compensation:

- (1) All employees will report injuries/accidents at the earliest possible time after the injury.
- (2) All employees will comply with requirements for making a workers compensation claim, including the provision of a medical certificate at the earliest possible time after the injury/accident.
- (3) In cases where the employee is unable to company with (1) or (2) above, the company will assist in fulfilling the requirements for making a claim.

The company is aware of and will abide by sections 90 and 93 of the *Workers' Compensation Act 1987* which provides that:

- (a) It must keep a register of injuries in a readily accessible place. The company will ensure that all accidents/injuries are recorded in a site accident book. The company will maintain these records centrally, when work on a particular site is complete.
- (b) All employees must enter in a register any injury. The company must be notified of all injuries on site immediately.
- (c) The company who receives a claim for compensation must within seven days of receipt forward the claim or documentation to their insurer.
- (d) The company who receives a request from their insurer for further specified information must within seven days after receipt of the request furnish the insurer with information as in the possession of the company or reasonably obtainable by the company.

- (e) The company upon receipt of compensation money from an insurer will pay the money immediately to the employee entitled to the compensation.

The parties agree to implement any changes to the procedure for the processing of a workers compensation claim.

In cases where there is no dispute about an injury having been sustained at work or travelling to/from work, the company is liable to pay workers' compensation immediately upon notice of the injury being given by the employee.

The company shall make payments to the workers' compensation to an injured worker as promptly as possible.

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 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 company also reserved the right to dismiss employees after the issue of three written warnings.

24. Dispute Settlement Procedures

These 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 procures that will regulate the resolution of grievances and industrial disputes:

- (1) Disputes on any work related grievance or industrial matter shall be dealt with as close to its source as possible.
- (2) 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.
- (3) If the issue remains unresolved the employee or union delegate/official may then submit the issue to the appropriate senior management person.
- (4) 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 principal contractor will be notified.
- (5) 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 principal contractor.
- (6) Whilst the above procedures are being followed, work shall continue normally.
- (7) Should the matter remain unresolved after the direct discussions between the union and management there shall be a 48 hour cooling off period.
- 8 After the cooling off period the union and the company shall be free to exercise their respective rights.

If the above procedures fail to resolve the matter in dispute, the parties to the agreement will refer the matter to the Industrial Relations Commission of New South Wales.

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 resolution of the matter. Upon advice that a safety issue exists, the relevant management of the company will take immediate corrective action to enable work to continue without risk to health and safety.

25. Occupational Health and Safety Resolution Procedures

- (1) 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.
- (2) In the event of any disagreements on the necessity to carry out any safety measure and modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.
- (3) No personal 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 worker's 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 of the purposes 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.
- (4) 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.
- (5) It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to employees on the job, or the general public, this can override normal demarcation practices.
- (6) 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 ongoing 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 Union Organiser 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 to facilitate communication a defective trade union representation the company agrees to pay a 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 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 will be deemed as those who have constitutional coverage over the work being performed and who are signatory to this agreement. These 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 reaches, or safety conditions or regulations. However, upon arrival on site the accredited union official will notify appropriate company personnel available of their presence and produce evidence of their authorisation.

29. Initiatives for Improving Productivity

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 payments of wages or fortnightly by agreement.

Spread of Hours and Shiftwork - 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) maximum of 38 ordinary hours, with weekly employees accruing 2 hours towards an RDO.

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 accumulate RDO's.

30. Employee Awareness

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

31. Annual Leave

Permanent employees shall be entitled to annual leave 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

Payment of \$40.00 per full week worked paid into ACIRT (excluding casuals).

35. Contract of Employment

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

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

In the event of casual employees employed in industries other than those covered by the award, they will receive in addition to the relevant base rate of pay, a 20% loading (or as otherwise specified by the applicable award) as compensation for not receiving public holidays, sick leave, redundancy, leave loading, annual leave. Wet weather allowance is also paid on ordinary hours only.

36. Signature of the Parties

Signed for and on behalf of Civil Pacific Pty Limited:

Date:

Signed for and on behalf of THE AUSTRALIAN WORKERS' UNION, Newcastle & Northern New South Wales Branch:

Date:

APPENDIX A

WAGE RATES

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

The casual rate of pay is to be applied in the event of casual employees. The hourly rate is to be paid and is in lieu of any industry allowance, follow the job loading, sick leave loading, travel pattern loading and distant places allowances as prescribed in the award.

All overtime to be calculated on the weekly hourly rate, including casuals.

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 months 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.

APPENDIX C

LABOUR HIRE

It is agreed between the parties to this Agreement that when the company utilises employees as labour hire to other companies, the terms and conditions of this agreement apply, unless there is agreement for the terms and conditions of another agreement to apply.

In such instances where there is agreement for the terms and conditions of another certified or enterprise agreement to apply, it shall only apply to the employees of the company that are working on that site for the duration of the contract.

It is further agreed to between the parties that when employees of the company are being utilised as labour hire, the General Construction and Maintenance, Civil & Mechanical Engineering & C. (State) Award may not apply in circumstances when another award is more applicable as the parent award, given the classification of work being undertaken by the employee.

In such instances where another award is more applicable, it shall be used as the parent award for the purposes of determining what terms and conditions are payable to the employee. The nominated award will apply as the parent award only to those employees of the company that are working on that site for the duration of the contract.

If there is any doubt on which industrial instrument is the applicable instrument which should apply to those employees utilised as labour hire, discussions will be held with the union signatory to this agreement. Any disagreement in relation to this issue shall be dealt with in accordance with Clause 24 - Dispute Settlement Procedure.

APPENDIX D

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 Civil Pacific Pty Limited Traffic Control and Labour Hire Enterprise Agreement.

Civil Pacific Pty Limited 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 of Civil Pacific Pty Limited to create an environment where people recognise the health and safety risks of misusing alcohol and with the use of drugs and thus provides an opportunity for people to obtain assistance to avoid such misuse and use.

SCOPE

This Policy details the conditions and methods for testing of employees for alcohol and/or drugs. It details the circumstances under which employees may be tested. It describes the processes that are adopted following any positive test. It outlines the normal course of events for the employee 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 or being on any site controlled by Civil Pacific Pty Limited.

Such use, involvement or misuse is prohibited at any time to the extent it violates the law and/or negatively affects Civil Pacific Pty Limited'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 Civil Pacific Pty Limited OH & S Policy.

TRAINING

Training on this Policy will be conducted so that our employees 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 Policy is not an anti-drinking campaign. It is designed to eliminate risks to our health and safety and it proposes a safe drinking code. The Policy also details the effects of other drugs. This Policy is an intrinsic component of our commitment to safety.

The following testing regime will apply, unless the company and its employees are required to comply with a Policy as it relates to a company for which the company is contracting with. In those instances, the employees will be subject to the terms and conditions of the drug and alcohol policy/procedure applicable on that site.

Failure to comply with the terms and conditions of that policy/procedure will amount to a breach as if there was a breach of this policy.

ALCOHOL & DRUG TESTING

Consistent with Civil Pacific Pty Limited Zero Accident Philosophy and its obligations to provide a safe workplace for all people, this Policy will be used for the prevention of impairment as a result of drugs or alcohol.

Testing will take place under the following circumstances:

Pre employment testing:

As part of pre employment testing, employees will be required to undergo a drug and alcohol test. It is agreed between the parties that if the employee returns a positive result, they will not be offered employment with the company.

Testing following an Accident:

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

Voluntary testing:

An employee 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

There is no acceptable level of alcohol.

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 procedures as 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:

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

These substances and cut-off levels are those established and detailed in AS 4308-2001. 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 Blood Alcohol Concentration (BAC) reading or should the employee test positive to drugs (ie, above the initial cut-off level) the employee 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 employee 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 employee 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 employee's file. He/she will be informed that they will be individually tested on a random date in the near future.

Second Positive Test

An employee who registers a BAC reading 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 employee's circumstances will be dealt with accordingly through the dispute settlement procedure of this agreement.

The employee 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 an employee registers a BAC reading or tests positive to illegal drugs, a third time within a 12 month period he/she will be encouraged to receive further professional counselling. In the interests of the employees own safety and the safety of other employees of Civil Pacific Pty Limited their employment will be terminated.

GENERAL CONDITIONS

Testing will be conducted external to the company by approved specialists, in accordance with Australian Standard 4308 of 2001.

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

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

Employees 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 employee did not have a BAC reading or above the prescribed limits of a drug in their systems, when originally tested, the employee will be paid wages for the day and no positive rest will be recorded.

An employee who volunteers to undertake a test prior to commencing work and who would normally have commenced work without undertaking such a test, who registers a BAC reading 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.

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

APPENDIX E

Anti Discrimination

- 1 It is the intention of the parties to this agreement to achieve the object in Section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 2 It follows that in fulfilling their obligations under the dispute settlement procedure set out in this agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3 Under the *Anti Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4 Nothing in this clause is to be taken to effect:
 - a) any conduct or act which is specifically exempted from anti discrimination legislation;
 - b) offering or providing junior rates of pay to persons under 21 years of age;
 - c) any acts or practice of a body established to propagate religion which is exempted under Section 56(d) of the *Anti Discrimination Act* 1977;
 - d) a party to this agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 5 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.

APPENDIX F

SICK LEAVE

Notwithstanding anything contained in the award, the following provisions shall be followed in cases of sick leave ad they relate to permanent employees only:

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.

Part time employees shall be entitled to sick leave on a pro rata basis, in accordance with the terms of this Appendix.