

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/223

**TITLE: Pebe Pty Ltd (Site) Enterprise Agreement**

**I.R.C. NO:** IRC5/2327

**DATE APPROVED/COMMENCEMENT:** 3 August 2005 / 3 August 2005

**TERM:** 20

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 9 September 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by M A Warner Pty Ltd, located at 23, Broadway Circuit, Carlingford NSW 2118, engaged in on-site installation and fixing of signalling equipment in the state of NSW, members of the Electrical Trades Union of Australia, NSW Branch, who fall within the coverage of the Railways Traffic, Permanent Way Signalling Wages Staff Award 2002.

**PARTIES:** M A Warner Pty Ltd -&- the Electrical Trades Union of Australia, New South Wales Branch

# PEBE PTY LTD (SITE) ENTERPRISE AGREEMENT

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## 1. Title

This Enterprise Agreement shall be known as the “Pebe Pty Ltd (Site) Enterprise Agreement”.

## 2. Definitions

The Company: Pebe Holdings Pty Ltd (ABN 43085 457 405) (Hereinafter referred to as “the Company”)  
12 Henry Parkes Drive, KIAMA NSW (2533) Telephone: 0407 376 272

Parent Awards: Railways Traffic, Permanent Way and Signaling Wages Staff Award 1960. Rail Infrastructure Corporation Enterprise Agreement, 2002.

Union: Electrical Trades Union of Australia, NSW Branch (Hereinafter referred to as “the Union”)

The Agreement: Pebe / E.T.U Enterprise Agreement.

Expiry: 30th December 2007

### **3. Parties and Persons Bound**

- (a) The Company in respect to all of its Employees engaged in on-site installation and fixing of signalling equipment in the state of NSW
- (b) Electrical Trades Union of Australia, NSW Branch
- (c) Employees of the Company who are engaged in any of the occupations and, callings specified in the various Parent Award(s).

### **4. Relationship to Parent Awards**

- (a) This Agreement is supplementary to, and shall be read and interpreted wholly in conjunction with, the Railways Traffic, Permanent Way and Signalling Wages Staff Award, 1960 and Rail Infrastructure Corporation Enterprise Agreement 2002.
- (b) In the event of any inconsistency between the Award/Agreement 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.

### **5. Duration of the Agreement.**

The Agreement shall remain in force from date of signing until 30 December 2007.

No later than three (3) months before the expiration of this Agreement the parties may commence discussions concerning a future agreement. This Agreement shall continue to apply beyond its expiration date until replaced by another agreement or cancelled by one of the parties. The parties must give one (1) month's notice in writing of any intention to terminate this Agreement.

In the event the Agreement is terminated the conditions of this Agreement shall no longer apply. In such circumstances the conditions governing the employment of respective Employees will be prescribed by the relevant Award / Agreement.

### **6. No Extra Claims**

It is a condition of this Agreement that the parties will not pursue any further claims during its period of operation.

### **7. Company Consultative Committee**

The Company may establish and maintain where appropriate, a Consultative Committee as a forum for effective communication between the parties.

The Consultative Committee will be made up of an equal number of Management representatives and Employee representatives elected by the Employees. The Secretary of the ETU or nominee may be extended an invitation to attend committee meetings.

The principle purpose of this committee will be to:

- (a) Monitor the implementation of the terms of this Agreement
- (b) Facilitate the process of workplace reform through consultation
- (c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions, working arrangements (Rosters) and job security
- (d) Monitor, discuss, develop and / or recommend measures or actions in respect of but not limited to:

Productivity  
Job security  
Skills audit and training  
Management of quality assurance  
Occupational health and safety  
Existing and future work  
Removal of restrictive work practices  
Productive use of inclement weather downtime  
Rehabilitation of injured Employees  
Environmental protection

## **8. Objectives**

This Enterprise Agreement has the following objectives:

To provide a culture for change

To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging.

To improve the competitiveness, viability and profitability of the Company thereby providing potential for better wages for all.

To improve efficiency and flexibility by changing the way work is organised.

To establish skills-related career paths for Employees.

To organise job design to maximise the Company's competitiveness.

To promote investor confidence and client satisfaction through improved efficiency and quality of work.

To pursue the implementation of quality assurance and a total quality system.

To create a dispute free environment through consultation and common purpose.

To maintain and enhance the Company's occupational health and safety performance.

To eliminate discrimination and sexual harassment (refer Appendix C)

To foster and encourage affirmative action principles.

To provide opportunities for injured Employees through rehabilitation.

## **9. Protective Clothing**

All Employees will be required to present ready for work with appropriate footwear. A new Employee will be issued with protective safety footwear by the Company. This footwear will be replaced on a fair wear and tear basis on the condition that old footwear is presented for inspection if required.

If the Employee leaves before the completion of 152 ordinary hours of work, the cost of footwear shall be deducted from the Employee's wages to a maximum of \$80.00. Footwear to be replaced on a fair wear and tear basis, presenting old boots for inspection if required.

Employees have an option to purchase the relevant safety footwear as long as the footwear is in accordance with relevant safety standards. The Company will reimburse the Employees who select this option the rate of a pair of standard safety boots being up to \$80.00 upon production of a receipt.

Following the expiration of 152 ordinary hours of employment, new Employees will be eligible for protective clothing that meets the requirements of work in the Rail Corridor. Employees will be issued with the following unless agreed otherwise:

- 3 x work shirts or Polo shirts (high visibility suitable for work in a Rail Corridor)
- 2 x pairs of trousers or shorts, or a combination thereof
- 1 x bluey jacket or sloppy joe to be supplied

All the above clothing shall only be replaced on a fair wear and tear basis.

Employees are expected to wear company clothing (if provided) and keep same in a clean and tidy manner, so as to display a professional company image.

This clause shall not be overridden or superseded by any site or project specific agreement (see Clause 6). Employees will be encouraged to wear appropriate clothing, in an effort to protect them from the effects of UV exposure.

It is a condition of employment with the Company that whilst working, Employees are required to wear appropriate protective clothing at all times, and use Personal Protective Equipment (PPE), in compliance with Rail Industry requirements and appropriate risk assessments.

The following disciplinary procedure will be adopted in relation to the wearing of these protective items and compliance with Rail Industry regulations and Company OH&S Practice/Procedures:

- Verbal warning - (1 off).
- Written warning - (1 off).
- Eight (8) hours suspension - without pay.
- Employment terminated

This disciplinary procedure will not be unreasonably applied. However, the Parties recognise the legal obligation of the Company and Employees to comply with wearing P.P.E and other protective clothing requirements.

## **10. Wage Rates / Remuneration/Additional Benefits**

### **10.1 Wage Increases**

- (a) Employees, except apprentices, will be paid in accordance with the relevant classification structure and wage rates in Appendix A of this Agreement
- (b) It is agreed that there will be no other increases to wages or allowances for Employees under this Agreement except any rates / allowance(s) provided under an enforceable Project Agreement, or any other allowances not dealt with by this Agreement.

### **10.2 Superannuation**

The Company will contribute 9% of ordinary time earnings. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, any allowances, and any other loadings prescribed by the Award. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Award(s) shall apply.

The Company shall make superannuation payments monthly into an employee nominated scheme.

These contributions are exclusive of any Employee superannuation contribution which may be payable pursuant to employee choice or forthcoming Federal Legislation.

All superannuation contributions will be paid monthly.

## **11. Terms of Employment**

All prospective Employees shall be required to fill out the Company pre-employment application form and may be required to undertake a pre-employment medical examination.

When redundancies are deemed necessary there will be appropriate consultation with the relevant Union delegate and Company Consultative Committee including the consideration of alternatives to redundancy. The Company will ensure there will be fair treatment in the selection of Employees for redundancy.

Parties agree that new Employees shall be subject to a probationary period of three (3) calendar months.

Employees will not receive pay for public holidays while receiving Workers Compensation payments from an insurer.

When an Employee leaves of his / her own accord, his / her termination pay will be banked into his /her account at the end of the next pay period. Where the Company terminates an Employee, termination pay will be paid by cheque or through electronic funds transfer into the Employee's bank account as per the relevant Award provision.

Where employment is terminated by the Company, payment in lieu of notice shall be at the ordinary hourly rate of pay only.

Payment for superannuation / or any other allowances prescribed by this Agreement shall not be applicable for the notice period where notice is not worked.

## **12. Payment of Wages**

Except as provided below the Award conditions shall apply.

- (a) All wages, allowances and other monies may be paid by electronic funds transfer
- (b) Wages shall be made available no later than 3.30 pm Thursday of each week (weekly). Waiting time shall not be payable where an Employee is kept waiting for his /her money due to circumstances beyond the control of the Company.

## **13. Training and Related Matters**

13.1 The parties recognise that in order to increase the efficiency and productivity of the Company a commitment to structured training and skill development is required.

Accordingly the Company agrees to:

- (a) Provide Employees with the opportunity to acquire additional skills through appropriately structured training based on nationally endorsed (i.e. NUETAB accredited) competency standards and curriculum and
- (b) Encourage Employees to seek formal recognition of skills including recognition of prior learning.

13.2 The Company will consult Employees in respect of appropriate training which:

- (a) Is consistent with the Company's business requirements
- (b) Is relevant to the needs and expectations of Employees.
- (c) May be taken either on or off the job
- (d) May be conducted when work cannot proceed e.g., due to inclement weather.

Any training costs for courses may be paid by the Company in accordance with guidelines agreed by the Company Consultative Committee or arising from workforce consultation. The Company will not be requested to meet the costs of training undertaken by Employees, which is not approved by the employer.

All training, accreditation, or re-certification required by the Employee will be paid for by the Company.

#### **14. Annual Leave**

An Employee may elect to have annual leave in single day increments. Where an Employee elects to take such annual leave adequate notice shall be given to the Company.

Annual leave loading of 17.5% shall be paid on all annual leave entitlements.

All other Award conditions shall apply.

#### **15. Casual Labour**

The parties agree to the following conditions regarding casual employment:-

- (a) Engagement and termination of employment of casual Employees shall be in accordance with the relevant Award / Agreement.
- (b) A casual Employee shall be paid 30% loading on the rate applicable to the Employees relevant classification contained in Appendix A of this Agreement.
- (c) The loading deregulated in sub-clause (c) is in lieu of payment for annual leave, sick leave and public holidays
- (d) Where there is need for supplementary labour to meet temporary / peak work requirements, such labour may be accessed from bona fide labour hire companies.

#### **16. Dispute Settlement Procedures**

The parties acknowledge that this Agreement is designed to place maximum emphasis on avoidance of stoppages / industrial disputation and the expeditious settlement of grievances and / or disputation where it does occur.

Procedures Relating to Grievances of Individual Employees

- a. An Employee, or delegate or Union official is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.
- b. A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Union delegate or the Company's Consultative Committee, and / or some form of mediation.
- c. Reasonable time limits must be allowed for discussion at each level of authority.
- d. At the conclusion of the discussion, the Company must provide a response to the Employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e. While procedure is being followed, normal work must continue without recourse to any form of industrial action.
- f. The Employee(s) may be represented by the relevant Union.

- g. Unresolved matters shall be formally submitted to the appropriate tribunal by either party or their representatives, with the decision of that tribunal being accepted as the full and final resolution of the dispute. Individual's rights to the process of legal appeal is not affected.

#### Procedures Relating to Disputes between the Company and its Employees

- a. A dispute, or grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- b. Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the Company's Consultative Committee and / or the relevant union official.
- c. The Company may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure at any stage.

Unresolved matters shall be formally submitted to the appropriate tribunal for the purposes of conciliation and arbitration such as the Industrial Relations Commission of NSW by either party or their representatives, with the decision of that tribunal being accepted as the full and final resolution of the dispute. Individual's rights to the process of legal appeal is not affected.

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. While there is a grievance that may cause a stoppage of work the relevant Union official will contact senior management of the Company rather than employees stopping work.

### **17. Occupational Health and Safety**

All Occupational Health and Safety issues will be resolved in strict accordance with the relevant legislation where applicable.

The most qualified or appropriate person will render first aid.

Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless there is no safe access to working areas. However, any problem of access shall be immediately rectified and the Employees will use alternate safe access to such working areas while the usual access is being rectified.

If a safety problem arises, the matter shall be brought to the attention of the immediate supervisor / foreperson. He / she shall organise to have the problem rectified and the Employees relocated to safe work areas whilst rectification work is being carried out.

Should a dispute arise over a safety issue, immediate inspection of the disputed area involving both the Company and the Site Safety Representative and / or Safety Committee shall take place.

If there is more than one area thought to be unsafe, the Company will nominate in order of priority the areas to be inspected. On verification that rectification has been completed, productive work will resume. Such resumption shall take place if necessary in stages as each area has been cleared.

Provided that any disagreements between Company and the Safety Committee shall be determined by the recommendation of an accredited and mutually approved arbiter. Employees will not leave site without management approval.

The Company will ensure that all on-site Employees complete the WorkCover accredited OH&S Induction Course and the Company Site Induction pertinent to the particular site.

All Employees are required to have received WorkCover accredited Rail Induction training from a WorkCover, or other accredited provider.

### **18. Hours of Work.**



Consistent with the objectives of this Agreement, the parties have agreed to organise the hours of work to suit the requirements of the industry whilst also giving the Company and Employees greater flexibility in organising their rostered days off (RDO's). Except as provided elsewhere in the Parent Award(s), the ordinary working hours shall be Monday to Friday 8 hours per day 38 hours per week. Work will be performed between 6.00 am and 6.00 pm.

Where Agreement is reached with the relevant Employees, a 5.00 am start may be introduced (with subsequent meal and crib time adjustments) to allow for daylight saving.

#### 18.1 Rostered Days Off System

- (a) The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days with 0.4 of an hour accruing for a paid RDO. The accrual applies on all days worked (except RDO's) and paid leave. A rostered day off shall be taken as provided below.
- (b) The following is agreed in respect of rostered days off:
  - (i) Agreement shall be reached by the Company and Employees subject to 21.2(iv) as to which day shall be taken as a rostered day off when such entitlement is due. It is agreed a Company roster system may apply.
  - (ii) RDO's may be banked to a maximum of 6 days in any 12 month period. These RDO's may be taken as a group of consecutive days or any other combination as may be agreed.
  - (iii) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Agreement
  - (iv) Where more than one accrued RDO is to be taken on consecutive working days, application for such paid leave shall be sought giving a reasonable period of notice.
  - (v) Employees will be paid all unpaid RDO accruals on termination.
- (c) Genuine efforts will be made to allow Employees to have the industry nominated RDO adjacent to the public holiday weekends during the working year. Similarly work will be discouraged on the Saturday and Sunday of these weekends and the public holiday so as to allow maximum leisure opportunities for Employees.

#### 18.2 Overtime

- (a) The parties to this Agreement recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce may develop guidelines during the life of this Agreement to limit excessive overtime.
- (b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
  - (i) Any risk to Employee health and safety (\*Fatigue Management);
  - (ii) The Employee's personal circumstances including family responsibilities;
  - (iii) The needs of the workplace or enterprise to meet handovers, deadlines and to meet their contractual obligations.
  - (iv) The notice (if any) given by the Company of the overtime and by the Employee of his or her intention to refuse it (e.g.. Rostered overtime, particularly when the roster has been agreed in advance;
  - (v) Any other relevant matter (\*See Appendix D).

## **19. Audit and Compliance**

The Union may undertake an audit of Company time and wage books and related records after undertaking due requirements. If the Company is identified as being in minor / technical default with Award, agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. "All in payment systems", sham sub-contract arrangements and or other systems of engagement designed to circumvent this Agreement; inclusive of "cash in hand payments" in lieu of conditions or overtime are strictly forbidden.

## **20. Employee Awareness**

All current Employees will have a copy of this Enterprise Agreement made available to them; future Employees will be supplied with a copy of same upon commencement with the Company.

## **21. 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.

## **22. Trade Union Rights and Representation**

The parties to this Agreement acknowledge the right of Employees to be Union members and respect the right of the Union to organise Employees. The parties to this Agreement also acknowledge that good communication between the Union workplace delegate(s) and members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

### **22.1 Visiting Union Officials**

- (a) Union officials shall produce their right of entry permits as required on request of the Company and observe *the Industrial Relations Act, 1996*".
- (b) Union officials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Agreement, providing such officials observe the intention of the Industrial Relations Act 1996 as amended from time to time.
- (c) All wage books and other payment records shall be made available within a reasonable time period either on site or at another mutually convenient time and place to the Company
- (d) Such inspections shall not take place unless there is a suspected breach of this Agreement, the Award and / or other statutory obligations

### **22.2 Delegates and Their Rights**

In this clause the expression "delegate" means an Employee who is the accredited representative of the Union at the workplace.

- (a) The parties acknowledge it is the right of the Union and its members to elect Union delegate(s) who may be recognised as a representative of the Union.
- (b) The delegate shall have the right to approach or be approached by Employee(s) of the Company to discuss matters pertaining to the employment relationship and matters of safety.
- (c) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment from the Company
- (d) The delegate shall be entitled to represent members in relation to industrial matters at the workplace without limiting the generality of that entitlement.

At all stages in the negotiation, renegotiation and / or implementation of enterprise agreements or other industrial matters

The introduction of new technology and other forms of workplace change, reclassification, training issues and to initiate discussions and negotiations on any other matters affecting the employment of members

In order to assist the delegate to effectively discharge his / her duties and responsibilities, the delegate shall be afforded the following right:

The right to reasonable communication with other company delegates, Union officials and management in relation to industrial and related matters.

- (e) There shall be no deduction to wages where a delegate is required to attend any Court or Industrial Tribunal proceedings relating to industrial matters at the workplace impacting on Employees.
- (f) Nothing in this clause requires the election of a delegate on every workplace of the Company the expectation of the parties would be that Employees would elect a delegate on large sites.

### **23. Company Drug & Alcohol Policy**

Under no circumstances will any Employee affected by alcohol and / or by any other drug be permitted to work and / or operate any equipment on Company projects.

The parties agree that no alcohol / drugs will be permitted on Company projects.

If an Employee is affected by alcohol or any other drug and is sent home to recover, he / she will not be paid for the lost time. Incidents concerning drugs or alcohol shall be dealt with in accordance with "Unions N.S.W." Drug and Safety Rehabilitation Programme or an equivalent Company Programme.

### **24. Workers Compensation & Rehabilitation**

The Company will maintain a Workers Compensation Policy commensurate to a level of at least Seventy Thousand Dollars (\$70,000.00) per Employee in its first year of operation; after that time the policy cost per Employee will be that levied by the insurer.

The parties agree that a mutually acceptable "Rehabilitation Provider" and "Rehabilitation Co-ordinator" be appointed to administer all lost time "Workers Compensation" claims.

### **25. Immigration Compliance**

The Company recognises its obligations in respect of compliance with Australian Immigration laws.

Prospective Employees may be required (if necessary) to complete the Authority contained in Appendix E of this Agreement to obtain from DIMIA (Department of Immigration and Multicultural and Indigenous Affairs) details of immigration status.

### **26. Counselling and Disciplinary Procedures**

The Company recognises the importance of clear and understood counselling and disciplinary procedures. Attached hereto at Appendix C of this Agreement is the procedures adopted by the Company and agreed with the workforce.

### **27. Endorsement of the Agreement**

The parties recognise that each has a responsibility to ensure the successful operation of this Agreement. The signatures below testify the fact that the Agreement has been endorsed at peak Company, Union and Employee levels.

Signature  
FOR THE UNION

Signature  
FOR THE COMPANY

## APPENDIX A

Total Remuneration Levels through 2007

All employees covered by this agreement will be employed as Signal Engineers and Leading Hand Signal Engineers their total remuneration package will be at the levels indicated in the following table:

Year/Classification	Total Remuneration
2005 Sig. Engr.	\$47,580-00
2006 Sig. Engr.	\$49,483-00
2007 Sig. Engr.	\$51,462-00
2005 L/H Sig. Engr.	\$51,976-00
2006 L/H Sig. Engr.	\$54,054-00
2007 L/H Sig. Engr.	\$56,215-00

## APPENDIX B

Discrimination & Sexual Harassment

The aim of the Company is to provide a work environment free from all types of discrimination and sexual harassment for all Employees fully supporting the *Sex Discrimination Act 1984* and the *Anti Discrimination Act 1977*.

The Company fully complies with all applicable requirements of the Federal and State Legislation on discrimination, including, but not limited to discrimination on the grounds of religion, national origin, marital status, gender, disability or age.

There is an expressed commitment by the Company to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

Sexual Harassment is unacceptable behaviour, which is not asked for and can take many forms, obvious or subtle, direct or indirect. It can include, but is not limited to display of sexually suggestive, offensive degrading material, computer screen savers and e-mail, sexually suggestive looks and comments, wolf whistling or physical contact and indecent assault.

Should there be an occurrence where a complaint of discrimination or sexual harassment has been received, the Company consultative committee where it has been established shall be responsible for assessing and reviewing the complaint matter, with the complete co-operation of management.

Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those involved.

Ultimately, the responsibility for discrimination and sexual harassment matters lies with senior management of the Company.

The Company will make a genuine effort to give opportunities in employment where possible to workers with an Aboriginal or Torres Strait Islander background.

## APPENDIX C

## Counselling and Disciplinary Procedure

Any issues concerning application of the provisions of this procedure will be resolved strictly in accordance with Dispute Settlement Procedures noted hereunder.

### First Formal Warning

The Employee concerned is to be approached on site by their direct supervisor. The supervisor will make clear to the Employee what the problem area(s) is (are) and how their behaviour must improve. Following this discussion, the supervisor shall report the matter to their site manager/foreman, who shall ensure that this action is noted and followed up in writing as well as inscribed on the Employee's file.

### Second Formal Warning

Where the same or similar behaviour continues and it is necessary to issue a second formal warning, this shall be issued, in writing, by the site or factory manager or the personnel and industrial relations manager. A copy of the written warning shall be given to the Union delegate.

At the time of issuing a written warning the site or factory manager or the personnel and industrial relations manager shall canvass the desirability of counselling the Employee.

### Final Warning

Where the same, or similar behaviour continues and it is necessary to issue a final warning this shall be issued by the site or factory manager or the personnel and industrial relations manager. The warning shall be in writing and shall be issued to the Employee in front of the Union delegate.

### Termination

Where the same, or similar behaviour is repeated, the Employee's service shall be terminated by the site or factory manager in front of the Union delegate.

### Revoking Final Warning

Where a period of twelve months has elapsed after issue of a final written warning, and the Company has had no cause to take further disciplinary action in respect of that Employee, that warning shall be revoked and the Employee's file noted accordingly.

## **APPENDIX D**

### Rostering and Fatigue Management Policy

#### **POLICY**

This policy provides guidance on management of the hazards and risks associated with extended working hours and shiftwork. The hazards associated with shiftwork not only arise as a direct consequence of the shift system in particular workplace but are also associated with the way individuals and groups respond to the system-in-place. Specifically, these hazards may include, but are not limited to:- falling asleep at work, poor communication at work, ignoring safety requirements and falling asleep on the way home from work.

Fatigue can arise from both work and non-work related activities and can have an effect on an Employee's state of alertness with consequential impacts on employee work performance and well-being. There are several types of work related fatigue that may be induced by the work environment, the work task or sleep patterns.

OH&S legislation dictates an Employer has a duty of care to control known hazards by either eliminating or minimising them; hence Company concern on this matter.

**GUIDELINES**

The guidelines shown at “HRP5 3 Restoring & Fatigue Management Policy Version 1.0 (29-April-03)” are incorporated into this “Agreement” as a living imputation.

The Company undertakes to incorporate additional information into this document as the before-mentioned “Version 1.0 (29-April-03) is amended.

Company rosters will be drafted, discussed and implemented through the consultation process.

Where agreement cannot be reached about a particular roster the following guidelines will be applied:

maximum shift length – 12 hours (14 hours including travel time to / from place of residence)

minimum break between shifts – 11 hours  
 maximum number of “shifts” – 12 in 14 days

maximum number of consecutive “day shifts” – 11

maximum number of consecutive “night shifts” – 5 x 8 hour, 4 x 10 hour, 3 x 12 hour

maximum number of 12 hour “day shifts” – 7 in 14 days

maximum number of consecutive 12 hour shifts – 4

maximum number of consecutive “on call” shifts – 7 in 14 days.

**APPENDIX E**

**Authority to Obtain Details of Work Rights Status from DIMIA**

**EMPLOYEE DETAILS**

**Employer/Labour Supplier Details**

As specified in passport or other identity document)

Family Name:	Business Name:
Given Name(s):	Business Street Address:
Other Name(s) used (eg. Maiden name):	
Date of Birth: _____ / _____ / _____	
Nationality: _____	
Passport Number: _____	
Visa Number: _____	Type of Business
Visa Expiry Date: _____ / _____ / _____	

<p>I authorize the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer / labour supplier.</p>	<p>Name of Contact Person</p>
<p>I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer / labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.</p>	<p>Telephone:  Fascimile:</p>
	<p>Note that the employee's work rights status will be sent directly to the fascimile number given above. Please ensure that this number is correct.</p>
<p>Employee Signature:</p>	<p><b>THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550</b></p>
<p>Date:</p>	<p><b>IF ALL DETAILS MATCH WITH OUR RECORDS, THE EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.</b></p>