

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/373

**TITLE:** **Avante Linemarking Enterprise Agreement 2005-2008**

**I.R.C. NO:** IRC5/5481

**DATE APPROVED/COMMENCEMENT:** 8 November 2005 / 8 November 2005

**TERM:** 36

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 6 January 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 28

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Gumbay Holding Pty Ltd trading as Avante Linemarking located at 113 Dunheved Court, St Marys NSW 2760, who are engaged on or in connection with line marking and road maintenance in NSW.

**PARTIES:** Gumbay Holdings Pty Ltd T/as Avante Linemarking -&- The Australian Workers' Union, New South Wales

**AVANTE LINEMARKING**

**AND**

**THE AUSTRALIAN WORKERS' UNION**

**ENTERPRISE AGREEMENT 2005-  
2008**

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## Appendix A - AVANTE LINEMARKING SKILL GRADING PRE REQUISITES

### **1. TITLE**

This agreement shall be known as the AVANTE LINEMARKING Enterprise Agreement 2005-2008.

### **2. PARTIES BOUND**

This Agreement shall be binding on Gumbay Holdings Pty Ltd trading as AVANTE LINEMARKING ABN.54 009 062 266 (“company”), The Australian Workers’ Union, New South Wales (“AWU”) and all employees of the company whose employment is, at any time when the Agreement is in operation, subject to the Agreement.

### **3. OBJECTIVES OF THIS AGREEMENT**

The objectives of this Agreement are as follows:

To maintain and enhance the efficiency and productivity of the company.

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

To engender a cooperative industrial relations environment within the company and between the parties.

To maintain and improve occupational health and safety standards on company projects.

To recognise the value of training and provide increased opportunities for employees to upgrade skill levels.

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 Line marking and road maintenance in NSW.

### **5. RELATIONSHIP TO PARENT AWARD**

- i. This Agreement is supplementary to, and shall be read and interpreted wholly in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering & C. (State) Award (“award”).

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

## **6. PERIOD OF OPERATION**

This Agreement shall come into force from the first full pay period on or after the date on which this Agreement is approved and shall have a nominal expiry date of three years from the company's signing.

## **7. NEGOTIATIONS OF A SUBSEQUENT AGREEMENT**

- i. The parties agree to be available to commence negotiations for a new Enterprise Agreement to succeed this Agreement at least 3 months before the nominal expiry date.
- ii. The parties intend to conclude these negotiations prior to the nominal expiry date.
- iii. These negotiations shall be conducted between the parties with the negotiated outcome being subject to majority approval of a vote of the employees collectively at a central venue, mutually agreed by the parties.

## **8. AUSTRALIAN WORKPLACE AGREEMENTS (AWA'S)**

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

## **9. APPLICATION OF PROJECT AGREEMENTS**

This Agreement shall apply to the employer's single business and every part thereof, but may be varied to incorporate the terms of any agreement reached by the parties in relation to supplementary wages and conditions of employment while on a major construction project.

Alternatively, the parties will jointly enter into a separate agreement, including a multi-business agreement, to cover that part of the employer's single business associated with the employment of persons on a major construction project, defined as a project costing more than 100 million dollars.

## **10. PROBATIONARY PERIOD**

An employee will be on probation for the first three months of engagement. During this period the management will assess his/her work performance. At any time during the probationary period, the management may terminate the employment by giving one day's notice. During probation, the employee may terminate their employment by providing the same notice to the management.

## **11. CONTRACTS OF EMPLOYMENT**

### **A) Casual**

A casual employee is a person who is engaged on a day-to-day basis and paid as such. They shall be paid at 'Attendant' rate plus a twenty percent (20%) loading in substitution for annual leave, sick leave and all other allowances.

A casual employee shall receive a minimum four (4) hours work per call in to work.

### **B) Full Time**

An employee deemed to be in "permanent" weekly employment under the terms and conditions of this Agreement.

## **12. EMPLOYMENT PRE-REQUISITES**

The Company will cover the costs of the employee to obtain Certification in areas, as Traffic Control, Green Card and First Aid, however, attendance at courses will be unpaid.

## **13. ROSTER ARRANGEMENTS**

The management will make every effort to roster staff in a manner that is fair and equitable and which takes into account the preferences of individuals. For example, if an employee has family and/or study commitments, the management will attempt to accommodate them. However, rosters must be arranged so that the Business can operate effectively. This means that the management may not always be able to accommodate the employees preferences.

## **14.0 HOURS OF LABOUR**

Ordinary normal working hours will be (38) thirty-eight per week and will be worked as 5 days each of 8 hours or alternatively, 4 days each of 10 hours. Either 0.4 or 0.5 respectively of one hour of each day worked will accrue as an entitlement to provide one day off per 4-week cycle paid for as though worked (Rostered Day Off).

An employee, where agreed between the employer and employee, may request unpaid time off work, which will alter the number of ordinary working hours paid, however RDO accrual requirements (2 hours) must be met on a weekly basis.

## **Explanation of RDO Accruals –**

The accrual of hours/pay to provide RDO's is based on the following –

Dayshift – work 40 normal time hours  
be paid for 38 normal time hours  
be paid overtime, if applicable, for all hours in excess of 40

Nightshift – work 40 normal time hours  
be paid for 38 normal time hours  
be paid 40 hours shift allowance  
be paid overtime, if applicable, for all hours in excess of 40

Therefore, there is no difference to the accrual or payment whether an employee is working, or taking an RDO on day or night shift.

Note – an RDO taken on night shift will not attract night shift allowance as allowances are already paid on (previous) worked shifts.

### **14.1 HOURS OF WORK**

Dayshift will operate between Monday – Friday inclusive and work will be within the range of 6:00am – 6:00pm. Unless otherwise arranged, normal working hours will be 7:00am to 3:30pm, i.e. 8 working hours + unpaid 0.5 hour meal break.

Second Shift (Afternoon/Night) will operate between Sunday – Thursday inclusive and work will be scheduled to commence at a time suited to the requirement of the particular job at hand, but generally will be 6:00pm to 2:00am, i.e. 8 working hours including a paid 0.5 hour meal break. There will be no penalty rates applied to the work performed on the Sunday. Work commencing after 2:00pm will be regarded as second shift and paid at appropriate rates.

By mutual agreement between work crews and the employer the Second Shift (Afternoon/Night) may operate between Monday – Friday inclusive and work will be scheduled to commence at a time suited to the requirement of the particular job at hand, but generally will be 6:00pm to 2:00am, i.e. 8 working hours including a paid 0.5 hour meal break. Work commencing after 2:00pm will be regarded as second shift and paid at appropriate rates.

Overtime penalties are applicable to work performed on the 6<sup>th</sup> and 7<sup>th</sup> days of the completed weekly cycle.

#### **Second Shift Alternative**

On agreement between the employer and specific employees involved, an alternative shift of 4 days each of ten (10) hours may be arranged which would operate between Monday-Thursday inclusive.

Work will be scheduled to commence at a time suited to the requirement of the particular job at hand, but generally will be 6:00pm to 4:00am, i.e. 10 working hours including a paid 0.5 hour meal break.

There are no overtime penalty rates applicable to the first ten (10) working hours of the shift.

If work continues into overtime, an additional paid meal break of 30 minutes will apply.

Overtime will be paid for all additional hours worked in excess of ten at the rate of double time.

Time worked on additional shifts, if required, will be paid for at normal overtime rates.

## **14.2 CHANGE OF SHIFTS**

An employee may be required to change from one shift to another, in which case, unless a break of at least (10) ten hours is provided between completion of one and commencement of the other, the employee shall be deemed to be working overtime and paid according to this Agreement for the time actually worked.

If a (10) ten hour break is provided, then payments are at normal applicable rates according to this Agreement.

## **14.3 ROSTERED DAYS OFF (RDO)**

The payment of two hours per week will be accrued to provide one paid day off, each four (4) week cycle.

RDO's will initially be scheduled as per the Construction Industry calendar but adherence will remain flexible for those members of staff wishing to accrue or alter these arrangements.

RDO's may be accrued up to a maximum of 5 days and a maximum of 5 days may be taken at any time.

RDO's may be sold back and retrieved as wages.

RDO's may be used in lieu of working during wet weather days. (Refer clause 23)

RDO's can be taken in part.

RDO's cannot be taken in advance of accruing.

All arrangements must be pre-approved by the employer, preferably with 48 hours notice.



## **15. OVERTIME**

Overtime will be paid after completion of eight (8) hours worked per day and paid on the basis of time and one half (1.5) for the first two (2) hours and double time for all hours worked thereafter. In computing overtime, each day should stand-alone.

All overtime worked on Saturdays (or Fridays for afternoon/night shift) shall be paid at time and one half for the first two (2) hours and double time thereafter. Overtime worked on Sundays (or Saturday for afternoon/night shift) shall be paid at the rate of double time.

When overtime is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of consecutive days.

This industry dictates that the need to work overtime may become necessary at anytime during a shift and each employee should be prepared for this to occur without additional notice. It is expected that all employees will make themselves available for overtime when it becomes necessary.

## **16. MEAL & REST BREAKS**

An employee is entitled to a paid rest period of 10 minutes, within each four (4) hours worked, to be taken at a convenient time within the shift.

Employees are entitled to a meal break of 30 minutes during a normal working day.

This meal break is unpaid during dayshift and the time needs to be added to the 8-hour shift.

This meal break is paid during night shift and is included in an 8-hour shift.

An Employee is entitled to a paid break of no more than 30 minutes after working 2 hours of overtime following 'normal' shift finishing time, provided work continues after the break.

Employees are entitled to a similar paid break every additional 4 hours of overtime worked.

## **17. WAGES**

The minimum hourly rates of pay applicable to this Agreement are.

- a) Attendant: \$15.64 per Hour, applicable to casuals and lower aged employees.
- b) Operator: \$16.06 per Hour, commencement rate of permanent employees.

Minimum hourly rates will increase according to changes to the award.

## 18. SKILL LEVEL ALLOWANCES

The appropriate Skill Level Allowance will be paid as an hourly rate in addition to the pay rate. The Skill Level Allowance Competencies/Pre requisites are listed at the end of this document.

- a) Skill Grade 1: \$ 0.50/Hour (Commencement grading for permanent employees)
- b) Skill Grade 2: \$ 1.00/Hour
- c) Skill Grade 3: \$ 2.00/Hour
- d) Skill Grade 4: \$ 3.00/Hour
- e) Skill Grade 5: \$ 4.00/Hour
- f) Crew Leader: \$ 1.00/Hour
- g) Youths
  - At age 15: 60% of Attendant rate
  - At age 16: 70% of Attendant rate
  - At age 17: 80% of Attendant rate
- h) New Employees
  - While a new employee is in training (during the three month probationary period), his wage will commence on the level of Operator with a Skill Grade 1 Allowance. Once completed training (after three months) wages will revert to the appropriate pay and Skill Level that has been achieved and evaluated.

The employer will make skill level assessments in line with the Avante Linemarking Skill Grading Pre Requisites: Refer Appendix A for a listing of these.

## 19. REVIEWS

- a) **Wages**

Wage rates will be reviewed annually in accordance with the State Wage Review. This increase does not apply to Skill Level allowances which are not included as part of the pay rates. Should the State Wage review not be made for any year, an increase of 3% will apply.
- b) **Performance**

Individual work performances will be reviewed and discussed with each employee annually. Skill Levels will be assessed as part of this review.

## 20. PAYMENT OF WAGES

The pay week is based on a Sunday to Saturday period.  
The employees wages will be paid on the first working day after the end of the pay period into an account nominated by themselves. It is the employees obligation to provide the correct banking details to the company and advise them promptly if there are any changes to those details.

Pay slips giving details of earnings and deductions will be issued, either electronically or in hard copy, with each pay.

**21. ALLOWANCES**

**a) Included in rates of pay**

The minimum hourly rate of pay in this Agreement includes all relevant allowances including but not limited to Industry Allowance, Inclement Weather Allowance & In charge of Plant Allowance etc. They do not include Productivity or specific Project related Allowances.

**b) Shift Allowance**

Employees engaged in working afternoon/night shift (Second Shift) will be paid at a rate of one and one quarter (1.25) of normal rates. Unless the shift commences after 8:00pm in which case a rate of one and one half (1.5) will be paid.

**c) First Aid Allowance**

An additional rate of \$2.20 per day shall be paid to an employee who is a qualified first aid attendant and may be required to carry out first aid duties.

**d) Meal Allowance**

A meal allowance of \$10.50 will be paid to an employee after completing ten (10) hours of work provided work continues thereafter. No allowance is paid if full board and meals are provided.

**e) Subsequent Meal Allowance**

Should overtime continue after working 10 hours, for each completed 4 hours thereafter, a subsequent meal allowance of \$8.75 will be paid. This applies even if full board and meals are provided.

**f) Country Work**

When it is necessary for employees to work in areas where it is not possible to return to their usual place of residence after each shift, the Company will provide accommodation at suitable venues.

A meal allowance of \$40.00 will be paid per each 24 hour period away, taken from the initial starting time, except the last shift which will be paid according to the actual hours away –

- a) 0-4 Hours = \$10.00
- b) >4-8 Hours = \$20.00
- c) >8-24 Hours = \$40.00

Time occupied in travelling to and from country work will be paid for at normal or overtime rates as applicable.

## 22. LEAVE PROVISIONS

### a) **Annual Leave**

A *full time employee* is entitled to four weeks paid annual leave for each completed year of service.

*Casual employees* do not qualify for annual leave because they are paid a loading instead.

The pay rate for annual leave is the employees ordinary pay rate at the time the annual leave is taken, plus 17.5 per cent of that rate for annual leave loading.

Annual leave must be taken at a time mutually agreed by the employer with a minimum notice period of four weeks given. The leave is cumulative – i.e. unused balances carry over from year to year. However, annual leave should be taken within 12 months of the entitlement.

If the leave is not taken within 12 months, the employer may direct the employee to take leave with one month's notice.

If the employee leaves their employment, or are dismissed for any reason, they will receive on termination, a payment in lieu of any accrued annual leave.

### b) **Sick Leave**

The Company will provide 10 days per annum of paid Sick Leave. Untaken leave will accrue for a maximum period of 6 years.

The employee has the option to sell back untaken Leave in excess of the 10 days that has accumulated, at each Anniversary date of each year.

Sick Leave will accrue at a rate of 1 day/month of continuous employment from the certification date of this Agreement for existing employees and commencement date of employment for new employees. While an employee is in probation, during the first three months of employment, sick leave payment provisions do not apply.

### c) **Bereavement Leave**

Entitlement up to two (2) days leave.

### d) **Jury Service Leave**

If the employee is called up for jury service, the company agrees to make up the difference between the daily attendance fee they receive on jury service and their standard wage rate for the same period. The employee must provide proof of attendance at jury service and or any payment received at the time of claiming the difference.

e) **Long Service Leave**

Long service leave will be provided in accordance with applicable laws applying in the State. The employee will be registered with the Building and Construction Industry Long Service Payments Corporation.

f) **Public Holidays**

Full time employees will be granted the following holidays or any other Public Holiday gazetted in the State, without deduction in pay:

- New Years Day
- Australia Day
- Labour Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Christmas Day
- Boxing Day

All employees, *including casuals*, required to work on a Public Holiday, will be entitled to a paid day off in lieu, taken at a mutually convenient time, or will be paid at the rate of double time and a half.

**23. WET WEATHER**

On occasions of wet weather preventing work, those employees on casual employment will be stood down without pay, provided they have been notified prior to leaving home. Should work have commenced, alternative duties will be found to provide a minimum of four (4) hours work.

Permanent employees will be offered factory (maintenance) work, (in lieu of Award Wet Weather provisions) whilst available, but will be stood down when no further work exists.

Employees have the option to accept the alternative work, take time off without pay or draw on any accrued RDO's.

Shift workers will be paid at normal rates plus appropriate shift allowances and employees may be transferred to day shift on occasions of prolonged inclement weather.

**24. ABSENCES**

Where practicable, the employee must notify the company of their absences well in advance of their start time, so alternative arrangements can be made if necessary.

If an employee is absent due to sickness, claims made for days before or after a Public Holiday or absences of 2 days or more days will require a Doctors Certificate.

Where an employee is absent for another reason and seeks paid leave under this Agreement, the company may require they provide appropriate evidence of the reason for their absence.

## **25. CLOTHING ISSUE**

Avante Linemarking will provide all specialist Personal Protection Equipment to enable all day-to-day activities to be conducted in a safe manner. The employee must wear PPE which is provided.

The company will also supply uniform clothing to be worn by employees whilst “on the job” and it is their responsibility to maintain this clothing in a clean and presentable fashion.

The Company will supply steel toed, elastic sided leather boots at the certification of this Agreement for existing employees and starting date of new employees, and replace them on a fair wear and tear basis. Any staff preferring a difference in style/quality etc have the option to pay the difference in cost, at the time of purchase.

Clothing will be issued in two lots to relate to the general weather environment – staff may choose to “trade” off garments if not required at time of issue.

### **Summer Issue**

2x Polo Shirts  
1x Long cotton trouser  
1x Overall (where required)

### **Winter Issue**

2x cotton Long Sleeve  
1x Fleecy Top  
1x Jacket (when/if required)  
1x Trouser

Clothing for new employees will be issued on satisfactory completion of the 3-month probationary period and offer of employment. Employees commencing on a casual basis will be supplied with:

1x Polo Shirt (Summer) - 1x Fleecy Top (Winter).

Clothing lost must be replaced by the individual.

Clothing damaged will be replaced by the Company.

This can be reviewed by the Consultative committee from time to time.

## **26. TOOLS**

Employees will be issued with a tool kit and will be responsible for its maintenance and will replace items lost at their own personal expense.

Tools damaged or consumed in the normal course of business will be replaced by the Company on presentation.

## **27. PROPERTY OF THE BUSINESS**

The Employee must take all reasonable care in using company property.

On termination of their employment or upon request, they must return in good condition (subject to fair wear and tear) any property in their possession belonging to the company.

## **28. CONFIDENTIAL INFORMATION**

Confidential information includes all transactions, records and information pertaining to the business, and any other information that we advise is confidential.

You must not disclose any confidential information to any person, firm, company or other body, unless previously and expressly authorised in writing by us.

You will not use or attempt to use any confidential information in any manner and or any purpose other than the purpose of the business.

## **29. MULTI-SKILLING**

The parties agree to the introduction of a Multi Skilled Workforce Structure in which operational skills will be graded and each grade allocated a respective pay rate.

The grade structure will be competency based (operational skill) and recognise personal attributes (ability to work and relate to other team members) and industrial knowledge (eg. First aid, traffic control, Health & Safety etc).

Employees will receive training to move up the Grade structure increasing both skill level and pay rates.

There remains a necessity to maintain operational skill levels and this will involve the rotation of staff and job sharing.

## **30. STAND-DOWN**

We may have to stand an employee down without payment for any time that he/she cannot be usefully employed because of any strike or any stoppage or discontinuation or shortfall of work. This is after consultation with either the Australian Workers union or a consultative committee representing both workers and management equally.

## **31. TERMINATION & RESIGNATION**

Except in the case of probationary employees, either party may terminate employment at any time by giving the other party the required period of notice specified below.

Instead of providing the specified notice, we may choose to make payment in lieu of notice. If you fail to give the required notice, you forfeit the entitlement to any monies owing equal to the amount of notice not given.

Nothing in this Agreement affects our right to dismiss you without notice for serious misconduct and if so dismissed, you will only be entitled to be paid for the time worked up to the time of dismissal and any entitlements accrued to such time.

If you are on probation you will be entitled to one day's notice of termination.

The notice of termination period shall be:

By the employer:

<b>Years of Service</b>	<b>Required Notice</b>
Year 1	1 week
Years 2 – 3	2 weeks
Years 4 – 5	3 weeks
Over 5 Years	4 weeks

If you are 45 years or over and have completed at least two years continuous service with us, you will receive one additional weeks notice.

By the employee: One weeks notice in writing or such other period as agreed by the parties.

## **32. REDUNDANCY**

Redundancy occurs where an employer has made a definite decision, that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

In addition to the period of notice prescribed for ordinary termination, if your employment is terminated for reasons set out above you will be entitled to the following amount of severance pay in respect of a continuous period of service.

<b>Period of continuous service</b>	<b>Severance pay</b>
Less than 1 year	1.75 Hours/week of service
1 year but less than 2 years	2.4 weeks' pay + 1.75 Hours/week of service in excess of 1 year
2 years but less than 3 years	4.8 weeks' pay + 1.6 Hours/week of service in excess of 2 years
3 years but less than 4 years	7 weeks' pay + 0.73 Hours/week of service in excess of 3 years
4 years or more	8 weeks' pay

“Week's pay” means your ordinary time rate of pay.



The company shall not be obliged to make a severance payment if suitable alternative employment is obtained for you, whether or not you reject the offer of employment.

This clause also does not apply if you are dismissed for serious misconduct. In that event you are only entitled for time worked up to the time of dismissal.

This clause does not apply to an employee who ceases employment, through resignation, of his/her own accord.

Any accruals paid into funds such as ACIRT, remain the employees and will be discounted against the employees entitlement, from the Company, under this clause.

### **33. UNSATISFACTORY WORK PERFORMANCE**

If the employer is concerned about the employees work performance they will meet with them and tell them about their concerns. The employer will advise the employee of the standard of work that is required and they will discuss ways and methods to improve it.

The employer and employee will have a discussion after which a reasonable period will be set out for the employee to reach an acceptable level of work performance. The employee should be aware that their employment will be ended if acceptable performance levels are not reached.

The employer will discuss with them during the set period whether there has been any improvement by them and, if necessary, to further warn them that their employment will end if that improvement is not reached.

The meetings and warnings given will be recorded.

If the employee cannot achieve an acceptable level of performance within the period set, they may be dismissed from employment with appropriate notice or payment instead of notice.

### **34. MISCONDUCT**

Employees have a responsibility to perform at all times in a manner that is consistent with the Company's requirements and to conduct themselves in accordance with such requirements and Policies. The employer has a responsibility to counsel employees guilty of misconduct (other than gross misconduct) and to assist them in raising their performance to required standards.

The procedure, in the event of misconduct, shall be:

An initial verbal warning will be given, counseling and advice on how to raise performance will be given.

If misconduct continues, a first written warning and counseling will be given

If misconduct still continues, a second written warning and counseling will be given.

If misconduct is evident again, at any time, the employee may be dismissed, at the Company's sole discretion.

### **35. DRUG & ALCOHOL POLICY**

The Company's commitment to the provision of a safe working environment for its employees and contractors prohibits any employee or contractor from attending or attempting to work whilst under the influence of alcohol or any drug which may prevent them from performing their duties in a safe manner or impact on the safety of others.

Employees attending for work, noticeably impaired, will be stood down and become subject of the misconduct warning procedure.

### **36. SUPERANNUATION**

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

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

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. The company agrees to facilitate additional employee contributions.

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

Superannuation contributions will include regular allowances such as fares and travel allowance component of employee's earnings, as required by Federal Law.

### **37. STATE PERSONAL CARERS LEAVE**

1. Use of sick leave for Personal Carer's Leave
  - a. An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this sub-clause, who needs the employee's care and support shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlements provided for in clause 18 of the award, sick leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- b. The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and the illness is such as to require care by another person. In normal circumstances, an employee must not take carers leave under this sub-clause where another person has taken leave to care for the same person.
- c. The entitlement to use sick leave in accordance with this sub-clause is subject to:
  - i. The employee being responsible for the care of the person concerned, and
  - ii. The person concerned being:
    - a. A spouse of the employee, or
    - b. A de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, or
    - c. A child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee, or
    - d. A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis, or
    - e. A relative of the employee who is a member of the same household where, for the purpose of this subparagraph:
      - 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) of sub-clause (1) who is ill.

3. Annual Leave for Personal Carer's 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 provided 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 payment for overtime for Personal Carer's Leave

- a. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or 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-month period or on termination.
- d. Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

5. Make-up time for Personal Carer's Leave
  - 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 day off entitlements taken for Personal Carer's Leave
  - 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.

### **38. REGISTER OF EMPLOYEES**

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

### **39. 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 as proof, for claim for wages. 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.

#### **40. OCCUPATIONAL HEALTH AND SAFETY/FIRST AID TRAINING**

The parties to this agreement are committed to:

- The safe operation of plant and equipment,
- The observance of safe working practices,
- The correct and proper use of all personal protective equipment (to be provided by the employer), and
- To the safety and good health of all employees and customers.

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

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

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

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

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

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

Employees shall be afforded the opportunity to enrol in appropriate first aid training courses. The aim of the company will be to have a minimum of 25% of employees complete relevant first aid training during the life of this agreement.

#### **41. DISPUTE SETTLEMENT PROCEDURE**

There will be a genuine effort by all parties to resolve grievances of employees in a conciliatory fashion without recourse to stoppages of work.

Outlined herein are principles and procedures that will regulate the resolution of grievances and industrial disputes:

- i. Disputes on any work related grievance or industrial matter shall be dealt with as close to its source as possible.

- ii. An employee shall initially submit any work-related grievances and or industrial matters to the company foreperson, supervisor or other appropriate representative.
- iii. If the issue remains unresolved the employee may then submit the issue to the appropriate senior management person.
- iv. If the issue remains unresolved the matter may be referred to an official of the union for direct discussion with senior management of the company or principle contractor.
- v. Whilst the above procedures are being followed, work shall continue normally.
- vi. Should the matter remain unresolved after the direct discussions between the union and management there shall be a 48-hour cooling off period.
- vii. After the cooling off period the union and the company shall be free to exercise their respective rights.

Each party will ensure each step of the above procedure is followed within reasonable time frames.

This dispute settlement procedure does not apply to health and safety issues.

#### **42. OCCUPATIONAL HEALTH AND SAFETY RESOLUTION PROCEDURES**

- i. The parties to this Agreement recognise the importance of occupational health and safety and will co-operate to ensure that standards are maintained and enhanced.
- ii. In the event of any disagreements on the necessity to carry out any safety measure or modify, reinforce or reinstate any safety device whatsoever, the procedures set out in this clause will be adopted.
- iii. No person shall dismiss a safety complaint. Any complaint shall be referred to company management 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 company management.
  - b. The company management will take immediate action to have the unsafe situation rectified.
  - c. Should the company's management consider that no safety precautions or changes are necessary, he/she will notify the employee accordingly as soon as possible.
  - d. Should company management be of the opinion that no action is necessary and the employee disagrees, an appropriate inspector from

WorkCover will be requested to undertake an inspection of the disputed item for the purpose of resolving any such matter.

- f. If disagreement still exists the chief inspector or nominee of WorkCover will be called in to assist in the resolution of the dispute.
- iv. Whilst the above procedure is being followed there will be no stoppage of work in respect to the matter being considered, except in an area alleged to be unsafe.
- v. It is accepted that safety considerations override normal work practices and depending on the degree of potential risk to persons on the job, or the general public, can override normal demarcation practices.
- vi. Nothing in this clause shall be construed as restricting the rights of the appropriate Union official(s) to become involved at any stage of this process to assist with the resolution of any safety issue.

#### **43. 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. The role of this committee will be, but not be limited to, the following:

- The monitoring of the implementation and on going operation of this Agreement, and to seek remedies where the objectives of the Agreement are not being met;
- The development and monitoring of key productive improvements, and the measurement of the effectiveness of those initiatives;
- The monitoring of the implementation of training measures the purpose of which will be to advance the concept of continuous workplace training and skills enhancement; and
- The maintenance of effective compliance with the dispute settlement procedures of this agreement by all parties.

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

The committee may at its discretion call on other persons or experts to attend the committee and to advise it on specific matters of concern to the committee.

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



The committee will attempt to meet (at least) bi-monthly during the life of this Agreement and will be jointly chaired by a representative of the company and a nominated representative of the employees.

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

#### **44. TRADE UNION RIGHTS AND REPRESENTATION**

An employee elected as a union delegate shall upon notification by the union to the company be recognised as the accredited representative of the union. The delegate will be allowed all time during working hours to submit to the company matters affecting employees.

A delegate will be given access on site, to a telephone and all meetings and administrative facilities necessary for the performance of his/her duties.

To assist with the monitoring of this Agreement and to facilitate communication and effective trade union representation, the company agrees to pay employees up to a total of 2 hours of paid time. This is for them to attend arranged meetings within each twelve-month period during the life of the Agreement at an agreed time and venue. No work will be scheduled during such meetings. Additional meetings may be convened by agreement.

The company agrees to the deduction of union fees from employees pay upon authorisation of an employee. These monies in turn will be paid to the union.

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.

#### **45. EMPLOYEE AWARENESS**

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

Any reference to "YOU" means employee

Any reference to "WE" means employer

#### **46. 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.

#### **47. 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.

#### **48. ANTI DISCRIMINATION**

- i. It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- ii. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this 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.
- iii. Under the Anti-Discrimination Act 1977 (NSW) it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- iv. Nothing in this clause is to be taken to affect:
  - a. Any conduct or act which specifically exempted from anti discrimination legislation.
  - b. Offering or providing junior rates of pay to persons under 21 years of age.
  - c. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti Discrimination Act 1977 (NSW).
  - d. A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- v. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

**49. SIGNATURES OF THE PARTIES**

.....  
Signed for and on behalf of:  
**GUMBAY HOLDINGS PTY LTD**  
**Trading as AVANTE LINEMARKING**

.....  
Date

.....  
Signed for and on behalf of:  
**THE AUSTRALIAN WORKERS' UNION**

.....  
Date

.....  
Signed for and on behalf of:  
**THE EMPLOYEES OF AVANTE LINEMARKING**

.....  
Date

# APPENDIX A

## AVANTE LINEMARKING SKILL GRADING PRE REQUISITES

### **SKILL GRADE 1.**           *(All skills required)*

Traffic control certification, understanding of mobile traffic control & signalling equipment  
Understand vehicle checklist procedure  
Drive support vehicle and operate measuring equipment  
Knowledge of site specific hazard identification  
Knowledge of environmental protection measures  
Knowledge of manual handling techniques  
Knowledge of correct and safe use of LPG

### **SKILL GRADE 2.**           *(18 / 22 skills required)*

Drive and have knowledge of the operation of preheater vehicles  
Ability to operate airless spray equipment  
Knowledge of correct cleaning and colour change procedure for airless spray equipment  
Ability to read and understand the requirements of a drawing  
Ability to lay out a carpark and sports field  
Ability to take final, accurate measurements  
Ability to complete all relevant documents  
Knowledge of First Aid (First Aid Certificate)  
Ability to use hand grinding equipment  
Ability to operate profiling equipment (Dingo)  
Ability to install wheel stops/speed humps  
Ability to apply preformed thermoplastic  
Ability to apply cold applied plastic, rolled and sprayed  
Ability to apply aggregate based surface treatments  
Ability to fill paint and bead tanks on waterborne truck  
Knowledge of correct setting procedures for paint and bead guns on waterborne truck  
Knowledge of operation of RPM Applicator trucks and troubleshooting problems  
Knowledge of RTA requirements for installation of rpm's  
Ability to fill bead and aggregate tanks on extrusion and spray thermoplastic applicators  
Knowledge of transfer procedures of thermoplastic from preheaters to applicators  
Knowledge of filling procedures for Buggy kettle, bead and aggregate tanks  
Knowledge of relevant QA tests for bead and aggregate dispensing

### **SKILL GRADE 3.**           *(5 / 7 skills required )*

Ability to set out a job site  
Knowledge of RTA and council line types  
Ability to operate all applicator trucks  
Ability to adjust extrusion heads, spray guns and profile heads  
Knowledge of the operation of the Buggy  
Knowledge of operation of computer controls  
Knowledge of trouble shooting techniques for malfunction of all applicator equipment

### **SKILL GRADE 4.**           *(3 / 4 skills required)*

Ability to drive waterborne truck  
Ability to drive extrusion applicator

Ability to drive spray applicator

Ability to drive Buggy

**SKILL GRADE 5.**

Supervisory role - All aspects of Grades 1-4 + work ethic + supervisor skills