

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/19

TITLE: **RTM Pre-Cast Pty Limited Enterprise Agreement 2005**

I.R.C. NO: IRC5/4486

DATE APPROVED/COMMENCEMENT: 9 September 2005 / 9 September 2005

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 20 January 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by RTM Pre-Cast Limited, located at 122 Waratah Avenue, Charlestown NSW 2290, who fall within the coverage of the Concrete Pipe and Concret Products Factories Consolidated (State) Award.

PARTIES: RTM Pre-Cast Pty Limited -&- The Australian Workers' Union, New South Wales

RTM PRE-CAST PTY LIMITED ENTERPRISE AGREEMENT 2005

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1. Title

This Agreement shall be known as the RTM Precast Pty Limited Enterprise Agreement 2005.

2. Area and Scope

The area and scope of this Agreement is as prescribed in the:

- Concrete Pipe and Concrete Products (Factories) State Award as applicable to RTM Pre-Cast Pty Limited.

3. Incidence, Parties Bound and Relationship to the Parent Award

This Agreement shall apply to and be binding upon:

- RTM Precast Pty Limited (hereinafter referred to as the 'Company'); and
- all persons employed by the Company in the classifications in the awards specified in clause 2 of this Agreement (hereinafter referred to as the "parent awards"); and
- The Australian Workers Union.

This Agreement will be read in conjunction with the provisions of the Parent Awards. Where there is any inconsistency between the terms of this Agreement and the Parent Awards this Agreement will prevail to the extent of the inconsistency.

4. Duration

The term of this Agreement shall be from date of approval by the Industrial Relations Commission of New South Wales and shall remain in force until 31 March 2006. Negotiations for the purpose of replacing or renewing the Agreement shall begin one month prior to its expiry.

5. Weekly Rates of Pay

Production Assistant Level 2	\$13.38/hour
Production Assistant Level 3	\$16.00/hour
Team Leader	\$16.51/hour
Fitter	\$18.00/hour
Driver	\$14.79/hour

6. Superannuation

The employer will pay a minimum superannuation contribution of 9%, or other amount where required by law to do so, of ordinary time earnings into the nominated superannuation fund.

“Ordinary time earnings” shall include the rates prescribed in Clause 5 of this Agreement. It shall not include overtime payments.

The nominated superannuation is Australian Retirement Fund (“ARF”)

Employees may make additional contributions by notifying the employer in writing. Two variations are allowed per employee per year.

7. Hours of Work and Overtime

7.1 Ordinary Hours

The ordinary hours of work shall be Monday to Friday from 7:30am until 4:00pm. This shall include 5 minutes wash up time at the conclusion of work. The span of hours shall be 6am to 6pm.

7.2 Variation of Ordinary Hours

The Company may vary the ordinary hours of work within the span of hours defined in clause 7.1 of this Agreement following consultation with the employees with the giving of one week’s notice.

7.3 Overtime

For all work performed outside of ordinary hours overtime can be:

7.3.1 Paid at time and one half for the first two hours and double time thereafter; or

7.3.2 Taken as time off in lieu by agreement between the Company and the employee. Time off in lieu will be taken as an hour for each hour worked.

7.4 Overtime - Saturday

Overtime on a Saturday will be paid for a minimum of four hours. If the employee reports for work at the instruction of the employer on a Saturday but is subsequently not required the employee will be paid for a minimum of three hours overtime.

7.5 Overtime - Sunday

Overtime on a Sunday will be paid at double time and the employee will be paid for a minimum of four hours work.

7.6 Overtime – Public Holidays

Overtime on a public holiday will be paid at double time and one half with a minimum of four hours work.

7.7 Overtime – employee Recalled to Premises After Leaving Work

An employee who is recalled to work after leaving the premises will be paid a minimum of 4 hours overtime.

7.8 **Make Up Time**

With the consent of the Company an employee may work make up time where the employee takes time off during ordinary hours. Make Up time must be worked in advance unless agreement is reached between management and the individual employee. Employees may work make up time at lunch time provided that they take a minimum of 30 minutes for the lunch break. Make Up Time will be paid at ordinary rates and no penalty or overtime payment shall be made.

7.9 **Substitution of RDO**

A scheduled RDO may be substituted for another day if operational requirements demand. To ensure continuity of production and appropriate staffing levels the timing of the substitution will be the subject of agreement between the employer and the majority of employees in the work section concerned where the substitution is required to occur.

8 Rest Breaks and Meal Breaks

The time of taking rest breaks and meal breaks can be varied by agreement between the Company and the employee without penalty to meet operational requirements.

All other conditions regarding meal breaks shall be as specified in the Parent Awards.

9. Avoidance of Industrial Disputes

The objectives of this procedure shall be to promote the resolution of disputes by consultation, cooperation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

Depending on the issues involved, a procedure involving up to three stages of discussion shall apply. These are:

9.1 Discussions between the employee/s concerned (and shop steward if requested) and the immediate supervisors;

9.2 Discussions involving the employee/s concerned, the shop steward and the Company representative;

9.3 Discussions involving representatives from the Union concerned and the Company representatives;

There shall be opportunity for any party to raise the issue to a higher stage.

There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or industrial dispute;

Throughout all stages of this procedure all relevant facts shall be clearly identified and recorded.

Sensible time limits shall be allowed for the completion of the various stages of the discussion. At least seven days should be allowed for all stages of the discussion to be finalised.

Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute.

In order to allow for the peaceful resolution of grievances the parties shall avoid stoppages of work, lock outs or any other bans or limitation on the performance of work while the procedures of negotiation and conciliation are being followed.

10. Casual Employees

Casual employees may be employed at times depending on the factory requirements and may be terminated by one hours notice by either party. This does not in any way limit the right of the Company to summarily dismiss any employee for conduct, which justifies instant dismissal.

A casual employee shall mean an employee who is engaged by the hour and paid as such or an employee who is engaged for a specific period or a specific task or project and whose employment may be terminated by one hours notice on either side or the payment or forfeiture of one hours pay as the case may be.

A casual employee for working ordinary time shall be paid one thirty-eighth of the weekly award wage and the industry allowance prescribed in the award, plus a loading of 20%. The 20% loading prescribed herein is in lieu of all paid leave, leave loading and all public holidays and to compensate for the nature of casual employment.

11. Probationary Employment

Each employee commencing employment after the approval of this Agreement shall be employed on probation for the first three months and that employee may be terminated without notice within that period for any reason.

12. No Extra Claims

This Agreement will cover all matters or claims regarding the employment of the employees by the employer.

It is a term of this Agreement that the Unions and each of the employees bound by this Agreement will not pursue any extra claims, award or over award, or seek any changes to conditions of employment, for the duration of this Agreement.

13. Sick Leave and Absenteeism

The Company, the Employees and the Union recognise that absenteeism has a serious and detrimental effect on the productivity and efficiency of the Company's operations and will commit to reducing the incidence of sick leave and absenteeism.

In order to reduce any potential abuse of sick leave entitlements and reduce incidences of absenteeism and in recognition of accumulating sick leave to provide for the possibility of extended illness and for rewarding of those employees who do not take indiscriminate sick days the following procedure will apply:

- 13.1 An employee is required to notify the employer of their absence, the nature of their illness and the expected duration of their absence as soon as possible on the first day of the absence. Failure to comply may lead to non-payment of the sick leave.
- 13.2 The individual employee concerned will accumulate all sick leave not used to a maximum of 12 years entitlement.
- 13.3 For a trial period sick leave without a medical certificate shall be extended from 1 single day to 2 single days for each twelve months of employment. Management reserves the right to review this change and revert to the provision of 1 single day without a certificate.
- 13.4 After the second single day of sick leave taken, a medical Certificate will be required for all further sick leave taken during the 12-month period for the employee to be paid for the leave. Periods of more than 2 consecutive days will require a medical certification.
- 13.5 Employees absent on the day before or after a weekend, roster day or public holiday must supply a medical certificate.
- 13.6 If, for any absence whatsoever, no medical certificate is supplied then that employee must provide the Company with a satisfactory reason for the absence even if the leave is not approved for payment.
- 13.7 If an employee cannot provide a satisfactory reason for the absence then that employee will be counselled in accordance with the disciplinary procedure. An employee who is counselled in relation to absenteeism may be require to provide medical certificates for all absences in a year.

14. Counselling and Disciplinary Procedure

All employees will receive training on the following procedures:

- 14.1 In the event that the employee fails to maintain satisfactory performance levels, the following counselling procedure will be applied by the Manager or nominated representative.

- 14.1.1 Step 1 - Written warning counselling

The employee will be advised of any problems that exist and the expectations of the company will be given. The employee will be reminded of the procedures and that this is the first warning. The warning is to be documented. The employee under counselling will be made aware of standards of improvement in conduct expected.

- 14.1.2 Step 2 - Written Warning/improvement in Performance

If the employee fails to meet agreed standards of employment after counselling in accordance with Step 1, a second written warning will be given referring to the first warning and the opportunity previously given for improvement over the period. The written warning will state that it is a final warning and that failure to meet the desired standards of improvement stated therein will lead to dismissal without further notice.

- 14.1.3 Step 3 - Dismissal

Where the company has followed Steps 1 and 2 and the employee has failed to meet reasonable standards of improvement, notice of dismissal may be given by the company.

However, in the event of serious misconduct, the employee may be summarily dismissed without notice. Serious misconduct includes but is not limited to the following:

- Sleeping on duty;
- Being under the influence of alcohol (which shall mean having a blood alcohol content in excess of 0.05 millilitres of alcohol per litre of blood) or illegal drugs whilst on duty;
- Leaving the worksite during work hours without proper authorisation;
- Divulging to any person any confidential information in relation to the Company;
- Theft or deliberate or reckless damage to Company's or its clients' property;
- Discourtesy, rudeness or offensive language to the officers of the Company, the clients or their parties;
- Unreasonable intimidation or violence on the part of an employee against a member of the public, an officer of the Company or a fellow employee; and
- An act of sexual harassment.

While these matters can be the subjects of summary dismissal, the company will conduct a thorough investigation of conduct of this type and consider all reasonable mitigating factors, having given the opportunity for the employee to respond to the allegations against him/her, in determining whether summary dismissal is the appropriate sanction. The company may choose to use other remedies such as counselling or warnings as appropriate.

15. Stand Down

Should the Company experience disruption to its business for reasons substantially beyond the Company's control including a loss of a contract with a client, the Company may after consultation with the Union stand down the employee(s) without pay.

16. Company Procedure and Inspections

All employees will receive training on the following procedures:

16.1 The Company's Drug and Alcohol Procedure.

16.2 The Company reserves the right to search, with a witness, the personal belongings and vehicles of employees where there is a report by an officer of the Company or Management Company, fellow workers or a client, of theft from the Company's site.

17. Tools and Equipment

On completion of the probationary period of employment the Company will supply to each employee the following uniforms.

- 2 pairs of boots
- 2 pairs of trousers or shorts
- 5 shirts
- 3 pairs of socks
- 1 jumper

Items will be replaced on a fair wear and tear basis/once per year. Employees agree to wear the Company provided uniforms while at work.

The Company will provide the necessary tools and personal protective equipment such as safety helmets, hearing and eye protection etc. for each employee.

In the event that an employee leaves the Company, the tools and equipment on personal issue will be returned to the Company before the employee receives their final payment. The cost of any tools or equipment not returned will be deducted from any moneys owing to the employee.

The Company and the Employees will continue to investigate and determine ways and methods to reduce the significant costs associated with the purchase and replacement of tools and equipment use by employees throughout the workplace.

18. Annual Leave

Employees may be required to take a portion of their annual leave over the Christmas period when the business shuts down. This period may vary from year to year based on operational requirements. The balance of an employee's annual leave shall be taken at time agreed between the employee and the employer.

19. Smoking, Eating and Drinking

19.1 The Employee agrees and undertakes not to smoke on the Company's premises except in those areas designated as "smoking areas".

19.2 The Employee shall only eat in areas designated as eating areas by the Company.

19.3 The Employee shall not bring alcohol onto the Company premises.

20. Confidentiality

20.1 For the purposes of this agreement confidential information shall include, but is not limited to:

- (i) turnover figures;
- (ii) stock results;
- (iii) future promotions;
- (iv) prices of merchandise;
- (v) information relating to suppliers and/or customers; and
- (vi) information designated as confidential by the Company.
- (vii) Computer data
- (viii) Engineering documentation, handbooks etc

20.2 The Employee agrees and undertakes not to disclose to any third party any confidential information acquired as a direct or indirect result of his or her employment with the Company at any time during the operation of this agreement.

20.3 The Employee further agrees and undertakes not to disclose any confidential information to any other person at any time after the termination of this agreement.

20.4 The Employee further agrees and undertakes to return to the Company all confidential information and any things and documents belonging to the company in his possession, custody or control and agrees and undertakes not to make or keep any copies of such things and documents.

21. Anti-Discrimination

21.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 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.

21.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of

the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

21.3 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.

21.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pays 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*;
- (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

21.5 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.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

22. Signatures

On Behalf of **RTM PRECAST PTY LTD LIMITED**.....

Name and Title.....

Date.....

On Behalf of **AUSTRALIAN WORKERS' UNION**.....

Name and Title

Date