



Sitzler Bros (Darwin) Pty Ltd
Certified Agreement
2006-2011

Sitzler Bros (Darwin) Pty Ltd

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1. TITLE

- 1.1 The title of this Agreement shall be the Sitzler Bros (Darwin) Pty Ltd Certified Agreement 2006 - 2011.

2. PARTIES TO THE AGREEMENT AND COVERAGE

- 2.1 This Agreement shall be binding on the parties being, Sitzler Bros (Darwin) Pty Ltd (ABN 17 091 273 013) and its employees who are covered by the classifications detailed in Appendix 1 of this agreement.
- 2.2 This Agreement applies to all sites and workplaces occupied by Sitzler Bros (Darwin) Pty Ltd throughout Australia.

3. OPERATIVE DATE AND DURATION

- 3.1 This Agreement shall take effect from the date the agreement is lodged with the Office of Employment Advocate and will remain in force for a period of five (5) years.

4. AUSTRALIAN FAIR PAY AND CONDITIONS STANDARD

- 4.1 This agreement will be maintained to the Australian Fair Pay and Conditions Standard for the life of the agreement.

TERMS AND CONDITIONS OF EMPLOYMENT

5. TERMS OF ENGAGEMENT

5.1 Employees may be engaged on either a permanent or casual basis. The status of the employment contract will be specified at the time of engagement. The employment status of an employee may be varied during the employment contract by negotiations between the parties.

Definitions

5.2 (i) Permanent – is defined as an employee who is engaged on a weekly basis who will accrue leave in accordance with this agreement.

(ii) Casual – is defined as an employee who is engaged to work as required and paid for the hours of work performed.

5.3 Employees may also be engaged on a fixed tenure basis. Employees may be engaged on either a permanent or casual basis.

6. CLASSIFICATION

6.1 The employee will be employed under the classifications as per Appendix 1 of this Agreement.

6.2 Duties and responsibilities will be performed in accordance with the directions and procedures of Sitzler Bros (Darwin) Pty Ltd and any duties that may be required from time to time.

6.3 Duties must be carried out in a safe and environmentally correct manner in accordance with the Sitzler Bros (Darwin) Pty Ltd Project Safety Plan or any legislation which may be applicable to the task.

6.4 Due to the nature of the work, employees may be required from time to time to perform work outside of the classification of employment.

7. PROBATIONARY PERIOD

7.1 New appointments will be subject to a probation period of 12 weeks, during which time work performance will be monitored and subject to appraisals on a regular basis throughout the period.

7.2 Continued employment beyond the probationary period will be subject to a satisfactory work performance appraisal at the end of that period. Continued employment will also be subject to availability of work.

7.3 During the probationary period the employer or the employee has the right to terminate the employment contract for any legal reason without fear of repercussion.

7.4 In the event that conduct or performance is considered satisfactory the employer can, at their discretion and subject to the availability of work, confirm the employee as having completed their probation before the end of the probationary period.

7.5 In the event that the employer requires further opportunity to appraise the employee's performance, the employer can at their discretion, and with advice to the employee, extend the probation period for a further 12 weeks.

8. REMUNERATION

- 8.1 All wage rates are contained in Appendix 1 of this agreement.
- 8.2 All allowances have been incorporated into the rate, including district allowance and work condition allowances, including daily travel allowance and inclement weather payments. In particular tool allowance has been incorporated into the applicable rates and is payable to ensure tradesmen provide and maintain the tools required to perform their work.
- 8.3 The rates contained within Appendix 1 of this agreement are the minimum rates to apply. The company reserves the right to pay individual employees in excess of these rates based on the individual performance, length of service and productivity of the employee.
- 8.4 Apprenticed employees will receive the following percentages of Classification Level 5 contained in Appendix 1 of this agreement;

1 st Year apprentice	40%
2 nd Year apprentice	50%
3 rd Year apprentice	70%
4 th Year apprentice	85%

Where the apprentice reaches the age of 21 the minimum rate of pay will be Level 1 of Appendix 1. The employee will be paid this minimum until the above schedule is higher than the minimum.

- 8.5 Employees undertaking a traineeship or apprenticeship which is based on attainment of certificate levels will receive the following percentages of Classification Level 3 contained in Appendix 1 of this agreement;

Certificate I	50%
Certificate II	70%
Certificate III	85%

Where the trainee reaches the age of 21 the minimum rate of pay will be Level 1 of Appendix 1. The employee will be paid this minimum until the above schedule is higher than the minimum.

- 8.6 Un-apprenticed junior employees shall receive the following percentage of Level 1 rates as per Appendix 1.

Up to 18 years of age	65%
At 18 years of age	75%
At 19 years of age	85%
At 20 years of age	95%

9. SUPERANNUATION

- 9.1 The employee shall be entitled to receive superannuation payments as described in the Superannuation Guarantee Act or any other Act that details employer obligations.
- 9.2 The employer will pay superannuation contributions into the ANZ Super Advantage Fund.
- 9.3 Superannuation payments will be based on the ordinary hours per week (maximum 38 hrs).

10. PAYMENT

- 10.1 Employees will be paid by electronic funds transfer to their nominated financial institution every second Friday. Pay week runs from Thursday to Wednesday.

- 10.2 Notwithstanding Clause 10.1 Sitzler Bros (Darwin) Pty Ltd will not be held responsible for any delays in payment due to the operational procedures of the nominated financial institution or incorrect details supplied by the employee.
- 10.3 Payment of wages will only be made where time sheets have been completed correctly. Responsibility will rest with the employee to ensure time sheets are completed correctly and presented to their supervisor for approval at the end of each shift.

11. HOURS OF WORK

- 11.1 The ordinary hours of work shall be 38 hours per week. Due to the current demands the typical work week is generally 10 hours per day Monday to Friday and 5 hours on Saturday.
- 11.2 All employees are entitled to one paid 30 minute morning smoko break and one unpaid 30 minute lunch break.
- 11.3 Where work is halted due to weather, shortage of power or any other reason outside of the employers' control, the employee will not be paid for hours not performed. A supervisor will advise the employee where this is the case. Payment for inclement weather has been incorporated into the hourly rate.

12. OVERTIME

Operational requirements of the company require regular overtime dependant upon work demands.

- 12.1 Where the employee is required to work outside of their ordinary hours (38 per week) they will be paid at the rate contained in Appendix 1 on a flat rate basis.
- 12.2 No other payment will be made in respect of overtime, for example no separate payment will be made for overtime meal allowance as it has been included into the hourly rate.
- 12.3 Where the employee works such hours that would mean 10 hours absence from the workplace would not be possible if the employee was to start at their regular shift time, they will not return to the workplace until such 10 hours has elapsed. When absent from duties due to the 10 hour break the employee will not be paid for hours not performed.
- 12.4 In the situation that the employee is asked to return to the workplace before the lapse of 10 hours, they will be paid double time for the hours of work performed until such 10 hours has elapsed.

13. CAMPING AND TRAVEL

- 13.1 Should it be necessary for an employee to be accommodated away from their normal place of abode due to work commitments, the company will meet the cost of all travel, accommodation and meals.
- 13.2 Where an extended project requires the employee to be accommodated away from their normal place of abode for a duration in excess of two months the parties will negotiate travel to return to their normal place of abode for breaks. The frequency of such breaks will be dependant upon the requirements of the particular project including its duration.
- 13.3 Employees who are driving will take a 10 minute paid break for every two hours of driving.
- 13.4 Where an employee is required to travel for work purposes, where an overnight stay is not required the employee will be paid their normal hourly rate, as contained in Appendix 1 for any travel beyond 40km's of the Palmerston CBD.

LEAVE

14. ANNUAL LEAVE

Casual Employees

- 14.1 Casual employees do not accrue annual leave.
- 14.2 Casual employees who wish to take periods of unpaid leave must provide at least four (4) weeks notice to the employer.
- 14.3 The company may reject applications for unpaid leave due to work commitments; however the company undertakes to approve all reasonable requests for leave.

Permanent Employees

- 14.4 Permanent employees are entitled to four weeks of annual leave per continuous year of service to be taken at a mutually convenient time.
- 14.5 Four (4) weeks written notice in advance is required to utilise annual leave credits.
- 14.6 The company may reject applications to utilise annual leave credits due to work commitments, however the company undertakes to approve all reasonable requests for annual leave.
- 14.7 Annual leave credits must not exceed six (6) weeks in total. The company and the employee will negotiate on the appropriate method to reduce the accrued level of annual leave in excess of six (6) weeks.
- 14.8 Employees may request and with the company's approval be paid out annual leave credits in lieu. The appropriate tax conditions will apply as set down by the ATO and are limited to a maximum of 2 weeks per year.
- 14.9 The employee shall take periods of annual leave as may be from time to time directed by the employer, in particular the Christmas closure period. Employees may utilise annual leave credits during periods of inclement weather.
- 14.10 Annual leave loading has been incorporated into the hourly rate, therefore no separate payment will be made for leave loading.
- 14.11 Accrued annual leave will be paid on cessation with the company after one month's continuous permanent employment.

15. PERSONAL/CARER'S LEAVE

Casual Employees

- 15.1 Casual employees do not accrue paid sick leave and are therefore not entitled to paid periods of absence due to illness or personal injury. Unpaid leave for the purpose of personal or carer's leave is available to casual employees limited to a maximum of 2 days per occasion. A medical certificate must be provided for such absences.

Permanent Employees

- 15.2 The employee will accrue Ten (10) days of sick leave per 12 month period of continuous service on a pro-rata basis.
- 15.3 Sick leave will only be paid if the employee has accrued sufficient sick leave balances. Where personal/carer's leave has been exhausted the employee will be entitled to leave without pay in such instances, limited to a maximum of 2 days per occasion.

- 15.4 Balances of personal/carer's leave are not paid on cessation of employment.
- 15.5 The employee shall be entitled to use up to 10 days per year of their accrued personal leave for the purpose of carer's leave. Carer's leave is defined as leave required to care or support for an ill or injured relative of the employees' household or immediate family.
- 15.6 For the purpose of this clause the definition of immediate family or household shall include; a spouse, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse of the employee.

All Employees

- 15.7 **All absences from work due to personal/carers leave must be reported to a supervisor by 8:00am on the day of absence. Failure to comply will result in no payment for the absence.**
- 15.8 The employee will be required to supply a medical certificate when taking more than one consecutive day personal/carers leave, where the day of absence is either side of a public holiday or if the day of absence is either a Monday or Friday.

16. PUBLIC HOLIDAYS

Casual Employees

- 16.1 Casual employees are entitled to an unpaid absence from work for all Darwin Gazetted public holidays.
- 16.2 Where a casual employee is required to work on a gazetted public holiday they will be paid their normal hourly rate on a flat rate basis for all hours performed.

Permanent Employees

- 16.3 Permanent employees are entitled to a paid absence from work for all Darwin Gazetted public holidays.
- 16.4 Where a permanent employee is required to work on a gazetted public holiday they will be paid their normal hourly rate on a flat rate basis for all hours performed in addition to the payment for the public holiday.

17. COMPASSIONATE LEAVE

Compassionate leave is defined as leave required to spend time with a member of the employees immediate family or household who has a personal injury or illness that poses a serious treat to his or her life, or after the death of a member of the employees immediate family or household. For the purpose of this clause the definition of immediate family or household shall include a spouse, child, parent, grandparent, grandchild or sibling of the employee or a child, parent, grandparent, grandchild or sibling of a spouse of the employee.

Casual Employees

- 17.1 Casual employees shall be entitled to two (2) days unpaid leave per occasion.

Permanent Employees

- 17.2 A permanent employee shall be entitled to two (2) days leave with pay per occasion.

18. LONG SERVICE LEAVE

- 18.1 Sitzler Bros (Darwin) Pty Ltd is a registered employer with NT Build (portable long service leave scheme). Employees should ensure they provide the company with their individual registration details or register with NT Build. It is the employees' responsibility to ensure they are registered in the scheme.
- 18.2 Employees who are not eligible under the NT Build scheme will accrue long service leave as per the Long Service Leave of the Northern Territory.

19. JURY DUTY

- 19.1 Where a permanent employee is called upon to attend Jury Duty the company will pay the employee the difference between payments received by the employee by the court for attendance and the ordinary pay the employee would have received had they been at work.

20. PARENTAL LEAVE

Parental leave covers three types of unpaid leave;

- 1) Maternity leave;
- 2) Paternity leave; and
- 3) Adoption leave.

Maternity Leave

- 20.1 Maternity leave is unpaid leave provided to eligible female employees on the birth of a baby.
- 20.2 An employee must have completed at least 12 months continuous service with the employer to be eligible for maternity leave.
- 20.3 An eligible employee is entitled to up to 52 weeks unpaid leave which must include 6 weeks starting from the date of birth of the child.
- 20.4 The employee is required to provide to the employer an application for maternity leave and sufficient medical evidence at least 10 weeks before the expected birth of the child.
- 20.5 Provided the employee has provided the required notice, the employee may commence maternity leave at any time within 6 weeks before the expected birth of the child.
- 20.6 Generally the employee will be able to return to the position or one of equal standing that she held immediately before the period of maternity leave.

Paternity Leave

Paternity leave has similar rules and requirements as to maternity leave, however paternity leave is broken into two categories, short and long paternity leave.

Short Paternity Leave

- 20.7 Short paternity leave is defined as a single, unbroken period of unpaid leave of up to one week by a male employee starting the day his spouse begins to give birth.

Long Paternity Leave

- 20.8 Is a single, unbroken period of unpaid leave taken by a male employee after his spouse gives birth so that the employee can be the child's primary care-giver. Long paternity leave can not be taken concurrently with ordinary maternity leave taken by the employee's spouse.
- 20.9 Long paternity leave can be taken at any time within the 12 months after the birth of the child.

Adoption Leave

20.10 Is a single, unbroken period of up to 52 weeks taken by an eligible employee after the day of placement of an eligible child with the employee for adoption so that the employee can be the child's primary care-giver.

SITZLER BROS (DARWIN) PTY LTD EMPLOYMENT POLICIES

21. DISPUTE RESOLUTION PROCEDURE

The dispute resolution procedure has been developed to manage any dispute which may arise between the parties to this agreement in relation to matters contained in this agreement:

Resolving dispute at workplace level

The parties to a dispute must genuinely attempt to resolve the dispute at the workplace level.

Note: This may involve an affected employee first discussing the matter in dispute with his or her supervisor, then with more senior management.

Where dispute cannot be resolved at workplace level

Alternative dispute resolution process using an agreed provider

- (1) If a matter in dispute cannot be resolved at the workplace level, a party to the dispute may elect to use an alternative dispute resolution process in an attempt to resolve the matter.
- (2) The alternative dispute resolution process is to be conducted by a person agreed between the parties in dispute on the matter.

Where parties cannot agree on a provider

- (3) If the parties cannot reach agreement on who is to conduct the alternative dispute resolution process, a party to the dispute on the matter may notify the Industrial Registrar of that fact.
- (4) On receiving notification under subsection (3), the Industrial Registrar must provide the parties with the prescribed information.
- (5) If the parties cannot agree on who is to conduct the alternative dispute resolution process within the consideration period, a party to the dispute on the matter may apply to the Commission to have the alternative dispute resolution process conducted by the Commission.
- (6) If an alternative dispute resolution process is used to resolve a dispute on a matter, the parties to the dispute must genuinely attempt to resolve the dispute using that process.
- (7) In this section:

consideration period is a period beginning on the last day on which the Industrial Registrar gives the prescribed information to a party to the dispute on the matter and ending 14 days later.

Conduct during dispute

- (1) An employee who is a party to a dispute must, while the dispute is being resolved:
 - (a) continue to work in accordance with his or her contract of employment, unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) comply with any reasonable direction given by his or her employer to perform other available work, either at the same workplace or at another workplace.
- (2) In directing an employee to perform other available work, an employer must have regard to:
 - (a) the provisions (if any) of the law of the Commonwealth or of a State or Territory dealing with occupational health and safety that apply to that employee or that other work; and
 - (b) whether that work is appropriate for the employee to perform.

22. ANTI-DISCRIMINATION

The parties to this Agreement agree that:

- (a) it is their intention to achieve the principle object in paragraph 3 (j) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
- (c) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation.

23. TERMINATION OF EMPLOYMENT

23.1 The employment contract may be terminated by either party providing the following period of notice:

- (i) In the case of the Employee:

Period of continuous service	Period of notice
Casual Employees	1 hour
Permanent:	
Less than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If the required notice period is not provided by the employee, the company may withhold monies due to the value of the unserved period of notice.

- (ii) In the case of the Company:

Period of continuous service	Period of notice
Casual Employees	1 hour
Permanent:	
Less than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice will increase by 1 week if the employee is over 45 years old, and has completed at least 2 years of continuous service with the employer.

The company may elect to make payment in lieu of notice in either resignation or termination circumstances.

(iii) Return of Company Property

All company property must be returned prior to departure. Any un-returned company property will be in serious breach of our security policies and may be reported to the appropriate authorities.

- (iv) Employees are required to meet their obligations before receiving their final pay. An employees' obligations include but are not limited to; completion and approval of all required time sheets, return of company property including mobile phones, uniforms, keys and tools provided by the company.

Misconduct (Immediate Dismissal)

23.2 Nothing in this procedure shall prevent Sitzler Bros (Darwin) Pty Ltd to summarily dismiss an employee for misconduct.

23.3 The employment contract may be terminated immediately without the requirement of notice or payment in lieu thereof under the following conditions or any other instances or behaviour that warrants instant dismissal. Such instances may include, but not be limited to;

- a) upon evidence of theft, malicious and wilful damage, threat of violence or behaviour likely to threaten the health or well being of the employer, its employees, clients or the general public;
- b) presentation for duty in a state unfit for work including, but not limited to, being under the influence of alcohol or drugs; an employee who is believed to be under the influence of alcohol or drugs whilst on duty may be suspended without pay and may result in termination;
- c) where the employee refuses to carry out a lawful and reasonable instruction by the employer;
- d) upon evidence of wilful damage caused to assets of Sitzler Bros (Darwin) Pty Ltd or it's clients;
- e) upon evidence of fraud;
- f) Any serious breach of Sitzler Bros (Darwin) Pty Ltd polices or procedures;
- g) Upon evidence of bullying or discriminatory behaviour; or
- h) If loss of drivers license results in the employee not being able to perform their normal duties.
- i) Upon evidence of driving a company vehicle under the influence of alcohol or non-subscribed drugs.
- j) Immediately if an employee loses their permit to enter aboriginal land or if found to be taking alcohol or illegal drugs on to, or consuming alcohol or illegal drugs in a dry aboriginal community.
- k) Immediately if showing disrespect or becoming involved in any unsavoury behaviour whilst working on an aboriginal community.

Employees under probation

23.4 The probationary period allows either party to terminate the employment relationship providing the required notice period without fear of repercussion.

Abandonment of Employment

23.5 Where the employee fails to attend work for three (3) consecutive days and fails to notify the employer for the reason for such absence, the employee shall be deemed to have abandoned his/her employment. Abandonment will be considered to be resignation by the employee without notice and a deduction may be made from any monies owed to the value of the required notice period. The employer will make all reasonable attempts to contact the employee to ensure their safety and the reason for such absence.

Redundancy

23.6 Payment for redundancy has been included in the hourly rate therefore no payment will be made in circumstances of redundancy.

24. EXPENSES

24.1 The Company will reimburse all company approved out of pocket expenses that are reasonably incurred in the performance of the role, noting these expenses are to be approved by the management of Sitzler Bros (Darwin) Pty Ltd in advance of the expense being incurred. Any expenditure, once approved, will only be reimbursed by the Company upon an appropriate receipt or tax invoice.

25. RESTRAINT

25.1 The employee will not undertake any activity or engage their services with another employer or on their own behalf that is in direct competition or conflict with the company without obtaining the express permission of the company.

25.2 The employee agrees that any second job will not interfere with the employees' ability and efficiency to carry out their duties with the company.

25.3 The employee agrees that where there is a conflict between any second job and the requirements of the company, the company's requirements will be placed first.

26. INTELLECTUAL PROPERTY

26.1 Where the employee is involved in the creation of ideas, concepts and similar intellectual property. The employee understands and agrees that all such ideas, concepts and similar intellectual property created by them is the property of the company, if created at any time during the employees employment, regardless of whether it is developed within or outside normal or agreed working hours, unless expressly agreed in writing by the company.

27. CONFIDENTIALITY

27.1 The employee acknowledges that they will not disclose any confidential information of, or discuss the affairs of the employer, other than in the course of their employment, and for the purpose of the business of the employer.

27.2 Confidential information includes;

- a) Any information your employer tells you is confidential
- b) Trade secrets, designs and intellectual property
- c) Information of a commercially sensitive nature, including, price lists, product lists, customer lists and marketing practices and procedures.

27.3 The employee agrees to return any or all confidential information on request by the employer. In particular, the employee will return, at the termination of the employment relationship, all documents and passwords, including photocopies that in any way relate to confidential information.

28. OCCUPATIONAL HEALTH AND SAFETY

- 28.1 The employer and all employees are bound by the Sitzler Bros (Darwin) Pty Ltd policies and procedures and the Work Health Act and regulations. Breaches of the policies and legislation are considered to be extremely serious and will not be tolerated.
- 28.2 Employees should adhere to non-smoking areas of both the employers and clients premises.
- 28.3 All injuries, accidents or incidents must be reported to a supervisor immediately. Accidents and other incidents of concern will be duly investigated in accordance with company procedures.
- 28.4 The company will provide all necessary safety equipment including footwear. Replacement of safety equipment will only be made upon return of damaged or worn equipment. Where safety equipment has been lost or forgotten the employee will be responsible for its replacement.
- 28.5 Employees are required to comply with all sun-safe policies of Sitzler Bros (Darwin) Pty Ltd including the application of sunscreen, wearing hats and shirts and the appropriate intake of water to ensure hydration.
- 28.6 Personal protective equipment must be worn at all appropriate times. Failure to do so may result in termination.

29. PERSONAL CONDUCT

Sitzler Brothers recognises that our employees are one of our greatest assets and are often the main point of contact with both clients and the public. It is therefore expected that employees will maintain a very high level of personal conduct while representing the company.

- (a) Always maintain a respectful and polite relationship and be honest and fair with clients of the company, co-workers, sub-contractors, suppliers and management of Sitzler Bros (Darwin) Pty Ltd, as well as members of the general public.
- (b) Where uniforms are supplied they will be worn. Where provided uniforms should be kept clean and neat.
- (c) Attention must be given to personal hygiene at all times.
- (d) The employee will comply with all company policies, procedures, rules, regulations and contracts.
- (e) The employee will comply with all reasonable and legal instructions of management.
- (f) The employee will maintain punctuality at all times, in particular start times and meal breaks.
- (g) The employee will not carry or consume alcohol or illegal drugs whilst on duty. If the employee is under the direction of a Medical Practitioner and is prescribed treatment, the employee should inform the Medical Practitioner of their duties and if prescribed treatment will affect performance or judgement. The employee will then inform the employer of such treatment and possible effects on performance.
- (h) The employee will not commence a shift being under the influence of alcohol or illegal drugs.
- (i) Each employee is responsible for cleaning and maintaining their work areas.
- (j) When travelling to and from a work site, an employee must go there by the most direct route.

30. TRAINING

- 30.1 The employee shall be required to undertake any appropriate course at the request of the employer.

- 30.2 The cost of the course will be borne by the employer and if undertaken during normal working hours the employee will be paid as if they were at work.
- 30.3 Should the employee not attend or fail a course the cost of the training may be deducted from the employees pay.
- 30.4 The employee is encouraged to undertake additional courses or training that will improve their work skills. Should the employee wish to undertake any appropriate course or training which has relevance to their work, the cost and time taken from work will be negotiated between the parties.
- 30.5 If the employee leaves the employment of the employer within 6 months of company provided training, the cost of such training may be deducted from monies owed to the employee.

31. REPRESENTATION OF THE COMPANY

- 31.1 The employee agrees not to make any unauthorised statements without the consent of the Managing Director of Sitzler Bros (Darwin) Pty Ltd. In particular the employee, unless authorised to do so, will not discuss company information with clients, the media or other external bodies.
- 31.2 The employee agrees not to forward any correspondence without approval from management.

32. MOTOR VEHICLES, PLANT AND EQUIPMENT

- 32.1 The employee shall be permitted to use such motor vehicles, plant and equipment as may from time to time be allocated by the employer.
- 32.2 The employee shall be entitled to use such motor vehicles, plant and equipment for business use only. Any personal use of vehicles, plant and equipment must have prior approval by management.
- 32.3 The employer will maintain vehicles, plant and equipment at their own cost.
- 32.4 The motor vehicles, plant and equipment shall at all times remain the property of the employer and the employee undertakes to do all things reasonably necessary to preserve such in the best working condition.
- 32.5 There will be no unauthorised use of the vehicles, plant and equipment. The employee must hold the relevant license or ticket prior to operating vehicles, plant and equipment.
- 32.6 The employee shall not permit any other person to drive the motor vehicle, plant and equipment or be a passenger without the consent of the employer.
- 32.7 The employee shall ensure that company vehicles, plant and equipment in their charge are kept clean and tidy at all times. In particular cleaned and washed on a weekly basis and rubbish removed on a daily basis.
- 32.8 Motor vehicles, plant and equipment must be driven in a safe and responsible manner at all times. The employee will observe all relevant road rules and regulations. In particular the employee will be responsible for any fines, penalties and infringements that they may incur.
- 32.9 If an employee is involved in a motor vehicle accident and is deemed to be grossly or wilfully negligent by the insurer, the employee may be held responsible for any excess payments.
- 32.10 If an employee is involved in a motor vehicle accident and is found to be driving with an alcohol blood level over the legal limit, and the insurer refuses payment of the claim, the employee may be held responsible for the cost of repairs or replacement of the vehicle.

- 32.11 All faults, mechanical problems or accidents with company motor vehicles, plant and equipment must be reported to management as soon as possible. The driver of the vehicle is responsible to ensure regular checks on oil, water and tyre pressure are performed.
- 32.12 All vehicles, plant and equipment must be secured when unattended.
- 32.13 Company owned tools and equipment must be returned to its proper place at the completion of each shift in a clean and serviceable condition. If through negligence an employee loses tools or equipment they may be held responsible financially for their replacement.
- 32.14 Tradesmen will be responsible for providing a comprehensive set of tools of their trade. The parties will agree on the tools required. Tools are to be maintained and in a safe and workable condition.
- 32.15 Unless authorised to do so, the employee will not adjust, alter or repair equipment without knowledge of the manager.

33. TELEPHONES, INTERNET AND E-MAIL

- 33.1 The use of company telephones, internet and e-mail services are for business use only. Personal use must have prior company approval.
- 33.2 An employee found to be responsible for forwarding inappropriate information or data via company internet or electronic media will face disciplinary action, which may result in termination.
- 33.3 Employees will be provided with a company mobile telephone where necessary. The company will pay for all business costs associated with the mobile telephone. The employee will be responsible for any costs associated with private calls.
- 33.4 Should the employee lose or wilfully damage a company provided mobile telephone, they will be responsible for paying the excess on any insurance claim or replacing the phone.

34. SPECIAL WORK CONDITIONS

- 34.1 Certain contracts or projects the company is involved in may require site inductions and/or drug/alcohol screening. All client requirements must be adhered to. If the employee has concerns of safety or policy the employee should contact the manager of Sitzler Bros (Darwin) Pty Ltd immediately.

35. MANAGEMENT SYSTEMS

- 35.1 The company have implemented a number of management systems which require compliance for 3rd party certification, i.e. AS/NZS ISO 9001. It is a company requirement that employees ensure compliance to the procedures which have been developed to manage our quality and safety.

36. RANDOM TESTING

- 36.1 Due to the nature of the work and dangers of the work environment the company reserves the right to undertake random screens for alcohol or un-prescribed drugs.
- 36.2 Any positive result in such screens may result in termination. A refusal to undergo testing may also result in termination.

Signed by
Managing Director
Sitzler Bros (Darwin) Pty Ltd

Name

Date

Witness
Name

Witness
Signature

Signed by
Elected Employee
Representative

Name

Date

Witness
Name

Witness
Signature

Variation – Effective from 19 March 2008

Appendix 1

Appendix 1 shall now read as;

Appendix 1

Level	Hourly Rate
Level 1	\$20.40
Level 2	\$22.00
Level 3	\$24.00
Level 4	\$26.00
Level 5C	\$27.00
Level 5	\$28.00
Level 6	\$30.00
Casual Level 1	\$23.45
Casual Level 2	\$25.30
Casual Level 3	\$27.60
Casual Level 4	\$29.90
Casual Level 5C	\$31.05
Casual Level 5	\$32.20
Casual Level 6	\$34.50

Building Trade - Level Descriptions

Level 1	Entry level labourer
Level 2	Labourer Basic Skills (eg. Forklift / Hoist)
Level 3	Labourer Semi Skilled (eg. Scaffolder / Basic rigger) Plant Operator Basic Skills or in Training (eg. Cherry picker / Scissor lift)
Level 4	Labourer Skilled (eg. Dogman) Plant Operator Skilled (eg. Ticketed)
Level 5	Tradesman
Level 6	Leading Hand Tradesman / Crane Operator

Civil Trade – Level Descriptions

Level 1	Entry level labourer
Level 2	Labourer Basic Skills (eg. Pipe laying / Concrete placement)
Level 3	Labourer Skilled (eg. Concrete Finisher / Cable Locator) Plant Operator Basic Skills or in Training (eg. Bobcat / Backhoe / Excavator)
Level 4	Plant Operator Experienced Multi Disciplined Competent
Level 5c	Leading Hand