

ENTERPRISE AGREEMENT

NO: E.A. 354 /1993

DATE REGISTERED: 24-11-93

PRICE: \$ 24.00

# ☺ DRAFT ENTERPRISE AGREEMENT

## 1. TITLE

This Agreement shall be known as the Robars Enterprise Agreement

## 2. ARRANGEMENT

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## 3. PARTIES BOUND AND SCOPE

This agreement was made this date of registration between John Robar Boring Contractors Pty Ltd (ACN No 001906396) duly incorporated on 22 May 1980 and Jeffrey Mark Robar and having their registered offices at Lot 59, Mamre Road, St Marys, New South Wales (hereinafter called the Enterprise Employers) of the first part, AND in respect of all persons employed by the Employers at the said place of business at the time of making this agreement and from time to time during the Term of the Agreement.

## 4. OPERATION

This Agreement shall operate from the date of registration (which is noted as / / 1993) and shall remain in force for 2 years from the said date of operation.

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**5. NO EXTRA CLAIMS**

It is agreed that during the duration of this Enterprise Agreement, that no extra claims will be negotiated for increases to basic wages, except where applicable by the demonstration of improved performance, increased skills, and except those stated in Clause 8, Minimum Wages.

**6. INCIDENCE**

This Agreement shall regulate totally the terms and conditions of employment previous regulated by the Plant, & c., Operators On Construction (State) Award: Metal and Engineering Industry (New South Wales) Interim Award: Coachmakers, &c., Rail (State) Award except for Apprentices and unapprenticed juniors where clauses in the aforementioned Awards apply.

**7. CONTRACT OF EMPLOYMENT**

- (a) Employees shall be engaged either as full-time, part-time or casual.
- (b) Full-time and part-time employees shall be employed by the week and paid by the week.
- (c) (i) Casual employees shall be employed by the hour and paid by the week provided that any such employee may agree for payment to be made on any other basis.  
  
(ii) Casual employees may be terminated by either side at any time without notice.
- (d) Nothing in this Agreement shall affect the right of the employers to dismiss an employee without notice for refusal of duty, malingering, inefficiency, neglect of duty or misconduct.

(e) **Non-Attendance**

An employee not attending for duty shall lose pay for the actual time of such non-attendance, except where such non-attendance is subject to Clause 15, Annual Leave; Clause 16, Sick Leave; Clause 17, Bereavement Leave; Clause 18, Public Holidays; and Clause 19, Jury Service of this Agreement.

(f) **Probationary Period**

The employment of full-time and part-time employees may be terminated during the first week of employment by 1 day's notice on either side.

**8. MINIMUM WAGES**

(a) Full-time employees 21 years old and over, shall be paid for work during ordinary hours not less than the weekly rate for the relevant level assigned by the employers as follows:

CLASSIFICATION	DESCRIPTION OF COMPETENCIES	MINIMUM RATE FOR ORDINARY HOURS PER WEEK
Grade 1	<ul style="list-style-type: none"><li>Boring Machine Operator with minimum experience</li><li>Mechanic with a completed apprenticeship and minimum work experience</li></ul>	) ) ) ) ) ) \$478.55
Grade 2	<ul style="list-style-type: none"><li>Boring Machine Operator with some experience and satisfactory performance</li><li>Mechanic with some experience and satisfactory performance</li></ul>	) ) ) ) ) \$520.20
Grade 3	<ul style="list-style-type: none"><li>Boring Machine Operator with minimum experience of 5 years</li><li>Mechanic with minimum experience of 5 years</li></ul>	) ) ) ) ) \$536.50
Grade 4	Foreman	) ) \$700
CASUALS	Machine Operator or Mechanic	Basic wage as per Grade 1 + 20%

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**8. MINIMUM WAGES - CONT**

- (b) An increase of 2.5% in 1994 and 1995 will be made to the basic wage rates for each classification.
- (c) No additional allowances will be paid.
- (d) All employees undertake to perform any duties requested by the employers, of which they are capable and for which they have been trained. Training to be provided wherever necessary to enable employees to increase their skills.

**9. OCCUPATIONAL SUPERANNUATION**

- (a) As per the percentage rate required by law for each employee into a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation. The complying funds to be Master Trust, Commonwealth Bank, or AMP Superleader.
- (b) Where an employee is absent, on leave without pay, whether or not such leave is approved, no contribution from the employers shall be due in respect of that employee in respect of the period of unpaid absence.
- (c) The obligation of the employers to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employers.

**10 HOURS OF WORK**

- (a) The ordinary hours of work shall be 38 per week, for full-time employees, exclusive of meal breaks, to be worked between Monday to Friday or as agreed between the employers and employee, with the following provisions for a four-week cycle:
  - (i) Such work shall be worked in a twenty-day cycle, with nineteen working days of 8 hours each, with one quarter of one hour on each day worked accruing as an entitlement to take a day off in each cycle as a day off paid for as though worked. Such days off to be agreed upon between the employers and employee.
- (b) The ordinary hours of work shall be notified to each employee and shall specify normal starting and finishing times.
- (c) Wherever reasonably possible work shall be arranged so that an employee shall have at least 10 consecutive hours off duty between work on successive days.

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**11 PAYMENT OF WAGES**

- (a) Wages to be paid weekly according to the actual hours worked each week.

**12 MEAL BREAKS**

- (a) A meal break of not more than 30 minutes to be taken between 12 noon to 12.30pm.
- (b) No additional meal breaks or payment in lieu of meal breaks are a part of this Agreement.

**13 COUNTRY WORK**

- (a) Overnight accommodation will be paid for by the employers on production of satisfactory receipts. Such accommodation to be approved prior to being away from home.
- (b) Meals will be paid for by the employers on production of satisfactory receipts, *up* to a limit of \$50 per day.
- (c) No other allowances are payable in respect of travel, distant place allowance, caravan or camping facilities.

**14 TERMINATION OF EMPLOYMENT**

- (a) Employment shall be terminated by a week's notice on either side. This shall not affect the right of the employers to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct.

**15 OVERTIME**

- (a) Full-time employees shall perform such work in excess of ordinary hours as reasonably required by the employers. Overtime to take effect after completion of 40 hours work in any one week.
- (b) Full-time employees shall be paid at the rate of time and one quarter for all overtime worked.
- (c) Where an employee is required to work outside their normal rostered days, the employers will provide work for a minimum of four hours, such work as requested to be completed by the employee. Otherwise, if insufficient work is provided to cover a minimum of four hours, the employee shall be paid for a minimum of 4 hours work at the rate of time and a quarter.

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**16 TRAINING & DEVELOPMENT**

- (a) The employers will provide appropriate training to enable employees to gain additional skills and be graded according to their demonstrated abilities.

**17 ANNUAL LEAVE**

- (a) See Annual Holidays Act 1944
- (b) Paid leave at the rate of 4 weeks per annum shall accrue to each full-time employee after the completion of 12 months service. Such leave to be taken as mutually agreed upon between the employers and employee.
- (c) Part-time employees will accrue annual leave on a pro-rata basis.
- (d) Annual leave loading shall be calculated at 17<sup>1</sup>/<sub>2</sub>% of the current rate of actual pay for ordinary hours payable to the employee and paid by the week, provided that such leave is not leave in advance.

**18 SICK LEAVE**

- (a) An employee who, after not less than three months' continuous service, is unable to attend the place of work by reason of personal illness or personal incapacity not due to the employee's wilful misconduct shall be entitled to paid sick leave at the appropriate hourly rate
- (b) Sick leave provisions will be 10 days per year, after completion of three months continuous service. Such leave to be accumulative for a maximum period of 5 years.
- (b) Paid leave will not apply for any period in respect of which there is an entitlement to worker's compensation.
- (c) Employees shall as soon as is practicable, but no later than 9am, inform the employers of their inability to attend for work, and state the nature of the illness and estimated duration of that illness. If such employee is a boring machine operator, such notification to be given before 6 am.
- (d) The employee shall produce a medical certificate for leave extending to more than 2 days to prove the employee's inability to attend for duty. Additionally, if so required by the employers, a medical certificate may be requested of an employee for any period of absence on which sick leave is claimed.
- (e) The above provisions are not intended to limit the employers dealing with particular cases on a more generous basis.

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**19 LONG SERVICE LEAVE ACT**

As per Long Service Leave Act 1955

**20 OCCUPATIONAL HEALTH & SAFETY**

- (a) The employers undertake in accordance with legislation to manage its operations in an efficient manner with prime consideration for the occupational health and safety of employees
- (b) The employees undertake in accordance with legislation to take care for their own health and safety and for the health and safety of any other person who may be affected by the employees acts or omission at the workplace.
- (c) The employees shall perform such work as may be lawfully required by the employers provided that such work is consistent with the relevant State laws relating to occupational health and safety.
- (d) The employees further undertake that during working hours no alcohol will be consumed.

**21 BEREAVEMENT LEAVE**

- (a) Two days bereavement leave will be granted on the death within Australia of a wife, husband, children, father, mother, brother, sister, foster father/mother, stepfather/stepmother. For the purposes of this clause the words "wife" and "husband" shall include de-facto wife/husband.
- (b) Additional special leave will be at the discretion of the employers.

**22 PUBLIC HOLIDAYS**

- (a) An employee, other than a casual employee shall be entitled to Public Holidays without deduction of pay and any other day as substituted by a State Proclamation for an observable public holiday.
- (b) An employee who works on a proclaimed or gazetted public holiday shall be paid at the rate of time and a quarter.
- (c) An employee who is required to work on a public holiday shall be provided with a minimum of four hours work by the employers and shall be paid a minimum of four hours work.
- (c) Annual picnic days ~~will~~ be a part of this Agreement.





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**23 DISPUTE PROCEDURES**

Any grievances or disputes arising within the parties to this Agreement shall be settled in the following manner:

- (a) The employee shall raise the matter concerning any grievance, dispute or claim with the foreman or immediate supervisor.
- (b) Where there is no satisfactory resolution, or if the matter is not appropriate to be raised with the foreman or immediate supervisor, the employee may raise the matter with the proprietor.
- (c) If still not resolved, the matter will be referred to an appropriate external arbitrator with a view to resolution by conciliation and reaching a mutually acceptable outcome.
- (d) An employee may contact the union for assistance or guidance at any stage of the dispute.
- (e) If not settled, the parties may request the matter be taken up through the due processes with the Industrial Relations Commission.

During the above procedures, reasonable time limits are to be set for discussion at each stage. Normal work is to continue while the procedure is being followed and if the matter has not been resolved at the conclusion of each discussion, the employers must provide a response to the employee's grievance, including reasons for not implement any proposed remedy.

**24 JURY SERVICE**

- (a) An employee required to attend for jury service during ordinary working hours shall be reimbursed by the employers an amount equal to the difference between the amount paid in respect of attendance for jury service and the amount of wage received in respect of the ordinary time that would have been worked.
- (b) An employee shall notify the employers as soon as is practicable of the date on which it is required they attend for jury service and shall provide the employers with proof of attendance, the duration of such attendance and the amount received for such attendance.

**25 REDUNDANCY**

As per Clause 20A of the Plant, & c., Operators on Construction (State) Award dated 20 March 1992.

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**26 MISCELLANEOUS**

- (a) Boiling Water - employers shall provide boiling water for employees at meal times.
- (b) Damage to clothing - Compensation to the extent of the damage sustained shall be made where in the course of the work clothing is damaged or destroyed by fire or molten metal or through the use of corrosive or other deleterious substances.
- (c) Drinking water - Employers to provide employees a sufficient supply of wholesome drinking water.
- (d) Lockers, showers & sanitary provisions - the employers shall provide a suitable locker for each employee, washing and sanitary provisions on the premises.
- (e) Protective glasses - the employers shall provide suitable glasses for employees using oxy-welding.
- (f) Radiators - the employees shall be provided with a heater for truck cabins, unless fitted with a heater.
- (g) Hygiene & First Aid - the employers shall provide and maintain an efficient first-aid outfit and appliances in accordance with Clause 28 of (Plant & c., Operators on Construction (State) Award).
- (h) All other items of Clause 28 Miscellaneous of (Plant & c., Operators on Construction (State) Award) are excluded.

**27 NO OTHER ALLOWANCES**

No allowances will be paid for:

- (a) tool allowances except for apprentices as set out in the Metal & Engineering Industry (New South Wales) Interim Award, Table 2
- (b) any other item as mentioned in the Metal & Engineering Industry (New South Wales) Interim Award, Table 2 and other items mentioned in the Interim Award.
- (c) any other items mentioned in the Plant & c., Operators on Construction (State) Award and not specified in this Agreement.

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**28 PROHIBITION OF BANS, LIMITATIONS & RESTRICTIONS**

- (a) An employee who refuses or fails to perform such lawful work shall not be entitled to payment of wages or allowances for the period of non-performance of such work.
- (b) Where an employee acts in accordance with any bans, limitations or restrictions on the performance of normal work or engages in strike action for all or any part of a day such employee shall be suspended and work shall be deemed to be non-performance.

**29 No DURESS**

This Agreement was not entered into under duress by any party to it.

Signed for and on behalf of the following:

- \* John Robar Boring Contractors Pty Ltd
- \* Jeffrey Mark Robar
- \* Works Committee (representing employees)



John Robar  
 John Robar (Director - John Robar Boring Contractors Pty Ltd)

M Kushtel  
 Witness

18/6/93  
 Date

John Robar  
 Jeffrey Mark Robar (Proprietor - Jeffrey Mark Robar)

M Kushtel  
 Witness

18/6/93  
 Date

G. Howatt  
 Geoff Howatt (Works Committee)

John Robar  
 Witness

18-6-93  
 Date

A Halovic  
 Alan Halovic (Works Committee)

John Robar  
 Witness

22-6-93  
 Date

Anthony A Lee  
Tony Lee (Works Committee)

John Haber  
Witness

18-6-1993  
Date

R P Adamson  
Rodney Adamson (Works Committee)

D. Hye  
Witness

18-6-1993  
Date

R. Clare  
Ron Clare (Works Committee)

D. Hye  
Witness

18-6-1993  
Date