

ENTERPRISE AGREEMENT

NO: E.A. 361 /1993

DATE REGISTERED: 1/12/03

PRICE: \$ 16 00

- ENTERPRISE AGREEMENT -

BETWEEN

NORMANS PLANT HIRE PTY LTD

AND

EMPLOYEES

[Filed with the Industrial Registrar on 22 JULY 1993].

AN ENTERPRISE AGREEMENT made this 14 JULY 1993, in pursuance of the provisions of the Industrial Relations Act 1991 of New South Wales between Normans Plant Hire Pty Ltd, located at Quinns Road, South Nowra, NSW, 2541, and their employees engaged in providing quarrying and and general construction and engineering services.

NORMANS PLANT HIRE ENTERPRISE AGREEMENT No 1

1. TITLE OF AGREEMENT

This agreement shall be known as the Normans Plant Hire Enterprise Agreement No.1

2. ARRANGEMENT

1. Title of agreement
2. Arrangement
3. Incidence and parties bound
4. Term of agreement
5. Relationship to parent award
6. Duress
7. Purpose of agreement
8. Rates of pay
9. Hours of work
10. Overtime
11. Public holidays
12. Annual leave loading
13. Casual employment
14. Multi skilling
15. Disputes procedure
16. Date of agreement
17. Signatories to agreement

3. INCIDENCE AND PARTIES BOUND

This Enterprise Agreement is made pursuant to Chapter 2, Part 3, Division 2 of the New South Wales Industrial Relations Act, 1991, entered into on the 14 JULY 1993 between Normans Plant Hire Pty Ltd and their employees.

4. TERM OF AGREEMENT

This Agreement shall take effect from the first full pay period to commence on or after the date of registration and shall remain in force for a period of 12 months.

5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the agreement shall be read and interpreted wholly in conjunction with the Transport Industry Quarried Materials [State] Award, provided that where there is any inconsistency, this Enterprise Agreement shall take precedence.

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6. DURESS

This Enterprise Agreement has not been entered into under duress by any of the parties.

7. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish a common set of employment conditions for the employees under the Transport Industry Quarried Materials [State] Award engaged in quarrying, earth moving, transportation and vehicle maintenance work. It is envisaged that this Agreement will create a more generally efficient operation which should contribute greatly to the company's future well being and for the continuity of employment for employees.

8. RATES OF PAY

It is agreed that a rate of \$13.50 per hour will be paid for all time worked.

9. HOURS OF WORK

9.1 The ordinary hours of work for full-time employees shall average forty [40] per week, Monday to Sunday inclusive, exclusive of meal breaks.

9.2 Meal breaks shall be staggered by mutual agreement to suit the work in hand.

9.3 If due to bad weather, shortage of work or other physical reason beyond the control of the company, an employee does not work forty [40] hours in any one week, a payment for forty [40] hours of work will be made. However, this shortfall in hours not worked during that pay period will be 'made up' in the following weeks before an employee will be entitled to a payment for working overtime, for example:

Week 1 - Worked 40 hours - Paid \$540.00 [40 x \$13.50]

Week 2 - Worked 45 hours - Paid \$607.50 [45 x \$13.50]

Week 3 - Worked 30 hours - Paid \$540.00 [40 x \$13.50]
[minimum time agreement]

Week 4 - Worked 45 hours - Paid \$540.00 [45 x \$13.50
less 5 x \$13.50 from Week 3]

Week 5 - Worked 50 hours - Paid \$607.50 [50 x \$13.50
less balance of shortfall of
5 x \$13.50 from Week 3]

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10. OVERTIME

Notwithstanding the general overtime provisions prescribed in clause 11 "Limitation of Overtime" in the Transport Industry Quarried Materials [state] Award, all persons (including those employed on a casual basis) will be paid the hourly rate as prescribed in clause 8 "Rates of Pay" herein for all time worked.

11. PUBLIC HOLIDAYS

11.1 On all Statutory Public Holidays, full time employees shall be regarded as having worked eight [8] hours.

11.2 Where a full time, part time or casual employee is required by the company to work on a statutory Public Holiday, such employee will be paid the hourly rate as prescribed in clause 8 "Rates of Pay" herein for all time worked.

11.3 To compensate for time worked on any Statutory Public Holiday, each full time and part time employee will be entitled to either:
[i] receive equal time off at a mutually agreed time,
or
[ii] be paid an additional hourly rate as prescribed in clause 8 "Rates of Pay" herein for such time worked.

12. ANNUAL LEAVE LOADING

The provisions in Clause 20 of the Transport Industry Quarried Materials [State] Award shall apply except for the percentage of the annual leave loading, as stated in subclause [ii](a) therein, which shall be 15% for the purposes of this Agreement.

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13. CASUAL EMPLOYMENT

13.1 The rates of pay detailed in clause 8 of this Agreement will be the hourly rates for casual employees. In addition to this hourly rate, casual employees will be paid an additional $\frac{1}{12}$ th of the hourly rate to compensate for annual leave in accordance with the provisions of the Annual Holidays Act, 1944.

13.2 There will be no minimum or maximum number of hour for engagement of a casual employee.

13.3 There will be minimum or maximum ratio with regard to the number of casual employees as to full time or part time employees.

14. MULTI SKILLING

Subject to the restrictions imposed by appropriate Federal or State legislation on the performance of work, all employees will be required to carry out the duties imposed on them by the employer in relation to the operation and maintenance of equipment used for the purposes of the enterprise.

15. DISPUTE PROCEDURE

The procedure for the resolution of industrial disputation will be in accordance with Section 185 of the NSW Industrial Relations Act 1991. These procedural steps are:

15.1 Procedure relating to a grievance of an individual employee:

[i] The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

[ii] A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

[iii] Reasonable time limits must be allowed for discussion at each level of authority.

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[iv] At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.

[v] While a procedure is being followed, normal work must continue.

[vi] The employee may be represented by an industrial organisation of employees.

15.2 Procedure for a dispute between an employer and the employees:

[i] A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

[ii] Reasonable time levels must be allowed for discussion at each level of authority.

[iii] While a procedure is being followed, normal work must continue.

[iv] The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

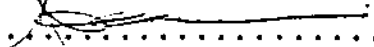
15. DATE OF AGREEMENT

This Enterprise Agreement shall take effect from the first pay period to commence on or after _____ and shall have a nominal life of twelve (12) months.

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16. SIGNATORIES TO AGREEMENT

Signed on behalf of Normans Plant Hire Pty. Ltd.

Signed.....

Witnessed by.....*Scott Walker*..... date.....*7.7.93*.....

Signed by the employees of Normans Plant Hire Pty. Ltd.

- 1*K. LINDEN*.....*7-7-93*.....
[name and classification] [date]
- 2*Scott Walker*.....*7.7.93*.....
[name and classification] [date]
- 3*Stephen Norman*.....*7.7.93*.....
[name and classification] [date]
- 4*Paul*.....*7-7-93*.....
[name and classification] [date]
- 5*W.D.I.*.....*7-7-93*.....
[name and classification] [date]
- 6*V. Hartnett*.....*7-7-93*.....
[name and classification] [date]
- 7*MR Peasley*.....*7.7.93*.....
[name and classification] [date]
- 8*G. Morrison*.....*7.7.93*.....
[name and classification] [date]

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- 9 *Shallan R. HANJAY* 8. 7. 93.
[name and classification] [date]
- 10 *S.P. MILLER* 8-7-93
[name and classification] [date]
- 11 *RPT WEST-WILSON* 8-7-93
[name and classification] [date]
- 12 *A. P.* 14/7/93
[name and classification] [date]
- 13 *R. K. WAINES* 14-7-93
[name and classification] [date]
- 14
[name and classification] [date]