

# ENTERPRISE AGREEMENT

NO: E.A. 4 /1994

DATE REGISTERED: 7/1/94

PRICE: \$ 22.00

ENTERPRISE AGREEMENT

BETWEEN

WORKFORCE

AND

MANAGEMENT

OF

JOSEF & SONS

CONTRACTING PTY. LTD.

## **1:0 TITLE**

This Agreement will be known as The Josef & Sons Contracting Pty. Ltd. Enterprise Agreement 1993 and shall be processed as a certified agreement under Section 126 of the Industrial Relations Act 1991 (New South Wales).

## **2.0 APPLICATION AND SCOPE**

This Agreement shall be between Josef and Sons Contracting Pty Ltd and the Works Committee representing employees and apply at various workplaces/building sites of Josef & Sons Contracting Pty. Ltd. located at 22-24 McCauley Street, Matraville, New South Wales and from which the enterprise is conducted. It is applicable only to direct employees of Josef & Sons Contracting Pty. Ltd. engaged in demolition work.

The parties to this Agreement declare that this Agreement was not entered into under duress by any party to it.

Where this Agreement is silent the provisions of the Building and Construction Industry Labourers On Site (State) Award will apply.

## **3.0 PERIOD OF OPERATION**

This Agreement shall operate from date of registration and shall remain in force for a period of one year. This Agreement can only be terminated in the manner prescribed in Section 124 of the Industrial Relations Act 1991. (New South Wales) Three months prior to the date of expiration of this Agreement negotiations will commence to consider either extending this Agreement or formulating a new Agreement.

## **4:0 AIMS**

The aims of this Agreement are:

\*To identify the advantages available through working

co-operatively;

\*To increase job satisfaction and quality of life of the Company's employees;

\*To increase the competitiveness of the Company by continuously improving the efficiency, productivity, safety and quality of production;

\*To develop a shared vision and shared decision process through consultation and participation;

\*To develop adaptable, committed, highly skilled employees;

\*To ensure that the Company remains solvent.

## **5.0 OBJECTIVES**

The objectives of this Agreement are:

\*To eliminate, as far as practical, barriers to efficiency and productivity within the Company;

\*To create a better working environment for all of the the Company's employees;

\*Improve job security and employability for employees;

\*Provide high standards of occupational health and safety;

\*Ensure strict adherence to this Agreement ;

\*Eliminate lost time.

## **6.0 COMMITMENT**

The parties to this Agreement are are committed to ensuring that:

\* The terms and conditions of this Agreement lead to real gains in productivity and workplace efficiencies, without reduction to health and safety standards;

\* The Dispute Avoidance and Settlement Procedures provided for in this Agreement are rigorously applied and enforced. Payment

for time lost due to industrial disputes will not be claimed or paid other than as described in Clause 13.0.

## **7.0 CONTRACT OF EMPLOYMENT**

Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week for the duration of this Agreement.

Casual employees shall be paid the appropriate rate of pay for work being performed plus twenty per cent calculated to the nearest half cent with a minimum payment on any one day of four hours.

It is agreed between the parties that overtime rates will only be paid to casual employees when they work in excess of forty hours in a regular working week as described in Clause 8.0 - Hours of Work.

## **8.0 HOURS OF WORK**

In recognition that, in general, the hours worked by individuals in the building/construction industry are not consistent with the objectives of maintaining high productivity or a high quality of life, the parties to this Agreement have agreed to adopt a more innovative and flexible working arrangement.

Ordinary hours of work shall be forty per week averaged over a fifty two week period and worked between the hours of 6:00am. and 6:00pm.

Monday to Friday. However, when daylight saving applies ordinary hours may commence from 5:00am. by agreement between Management and the Works Committee.

## **9:0 WAGE RATE STRUCTURE**

In order to maximise productivity at the workplace, the parties have agreed to implement the wage rate structure detailed below. The rates of pay applicable to employees from the signing of this Agreement are:-

### Demolition Worker I

Assistant Rigger, Jack Hammer Man, Concrete Cutter.      \$11.14

### Demolition Worker II

Scaffolder, Tack Welder.      \$11.45

### Demolition Worker III

Rigger, Dogman      \$12.00

The above base rates are paid rates and incorporate all award, over award and non award payments which might otherwise might be payable, but do not incorporate the special allowance, additional allowances and special rates referred to in sub clauses (ii) and (iii).

### **(i) SPECIAL ALLOWANCE**

For other than those allowances described in sub clause (ii) a special allowance of \$3.90 per man hour worked shall be paid to all employees in lieu of all allowances and special rates contained in the Building and Construction Industry Labourers On Site (State) Award.

**No other allowances or special rates contained in the Building and Construction Industry Labourers On Site (State) Award or Industry Agreements will have any application to Company employees.**

**(ii) ADDITIONAL ALLOWANCES**

In addition to the Wage Rates and the Special Allowance payment provided for in this Agreement the following allowances will be paid, where applicable, in accordance with the provisions contained in the Building and Construction Industry Labourers On Site (State) Award.

\*Living Away From Home Allowance;

\* Shift allowance;

\*Leading Hand Allowance.

**(iii) ALTERATION OF WAGE RATES DURING THE TERM OF AGREEMENT**

Wage Rates will be adjusted during the term of this Agreement in accordance with relative movements in the Building and Construction Industry Labourers On Site (State) Award.

**(iv) ALTERATION OF ADDITIONAL ALLOWANCES DURING THE TERM OF AGREEMENT**

Additional Allowances provided for in this clause shall be taken to include alterations made from time to time to reflect variations in the Building and Construction Industry On Site (State) Award. Any issues concerning the level of allowances payable from time to time will be resolved strictly in accordance with the Dispute Avoidance and Settlement Procedure outlined in Clause 13 of this Agreement.

## **10.0 INCLEMENT WEATHER**

As all employees are engaged under a weekly contract of employment they will be required to remain on site for all ordinary hours of work unless directed otherwise by Management. There is no longer a 32 hour per 4 week limit on paid inclement weather time or an automatic right to leave site during periods of inclement weather.

No employee will be required to work in conditions considered unsafe or unreasonable.

## **11.0 CONSULTATIVE COMMITTEE**

It is agreed that a Consultative Committee comprising representatives from Management and workforce, in equal numbers, will be established and maintained.

The purpose of this committee will be to:

- \* Facilitate the implementation of the terms of this Agreement;
- \*Facilitate the implementation of Workplace Reform through consultation and participation;.
- \*Act as a forum for expression of employee ideas;
- \* Assist in the implementation of the Company Occupational Health and Safety Programmes.

The Committee will meet on a regular basis to discuss relevant issues and will not be greater than six in number.

## **12.0 SICK LEAVE**

An employee other than a casual employee who is absent from his/her work because of personal illness shall be entitled to sick leave credits as follows:-



- \* During the first year of employment an employee will be entitled to a maximum of ten days sick leave, calculated on a pro rata basis, after having completed one month of service;
- \* During the second and each subsequent year of service an employee will become entitled to additional sick leave credits to a maximum of ten days;
- \* Sick leave credits not taken will accumulate from year to year.

### **13.0 DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURE**

The parties recognise that one of the aims of this Agreement is to eliminate lost time in the event of a dispute and to achieve prompt resolution. Fundamental to this is the principle that disputes must be resolved as close to the source of the dispute as possible without undue influence being exerted from outside sources. In the first instance an employee shall submit a request concerning an industrial issue to the employee's immediate Foreman/Supervisor. If the matter cannot be resolved at this stage then the following procedure shall be applied:-

- \* The employee and Workforce Representative(s) shall submit the issue to the immediate Foreman/Supervisor;
- \* If not settled at this stage the matter will be referred to the Consultative Committee.
- \* If the dispute still exists after the aforementioned processes have been carried out, then the matter shall be referred to the Commission for determination. The decision of the Commission will be accepted by all parties subject to legal rights of appeal.

Whilst the above procedures are being followed work shall continue as it was prior to the dispute. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

## **14.0 PROCEDURE FOR SETTLING DISAGREEMENTS OVER SAFETY ISSUES**

Where a safety problem exists work shall cease only in the affected area. Work shall continue elsewhere unless access to safe working areas is unsafe. However, any problem of access shall be immediately rectified and employees will use any alternate safe access to such safe working areas whilst the usual access is being rectified.

Should the whole site be in dispute on the basis that the whole site is thought to be unsafe, a Workcover Inspector shall be immediately called. Pending the arrival of a Workcover Inspector the following procedures shall apply:-

- \* Workers shall not leave the site but shall remain in the sheds.
- \* Immediate inspections of the disputed areas involving both Employer and Employee safety representatives shall take place in the order of priority nominated by Management. These inspections shall identify what safety rectification needs to take place in the disputed areas.
- \* All workers who can be gainfully employed shall immediately rectify that which needs to be rectified.
- \* Management will nominate in order of priority the areas to be inspected by safety representatives as rectification work is completed. Upon verification that rectification work has been completed productive work will resume. Such resumption of work shall take place in stages as each area has been cleared.
- \* Any disagreements between Company and workforce safety representatives shall be determined by the recommendation of a Workcover Inspector.

## **15.0 REDUNDANCY**

The parties agree that employees covered by this Agreement shall receive the equivalent redundancy benefits prescribed by the Employment Protection Act.

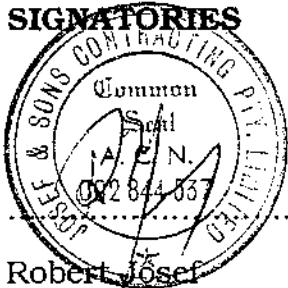
## **16.0 SUPERANNUATION**

It is agreed that superannuation contributions shall be paid, at the rate prescribed by the relevant award or statutory obligation, by the Company to a complying superannuation fund for each employee covered by this Agreement. It is acknowledged that the Employee preference is (currently) for the Prudential Superannuation Trust Fund and payment will commence to that fund once release is obtained from C-B.U.S.S,

**17.0 NO FURTHER CLAIMS**

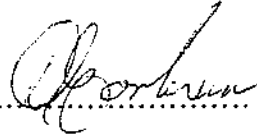
It is agreed between the parties that no further claims shall be made on the Company during the currency of this Agreement.

**SIGNATORIES**



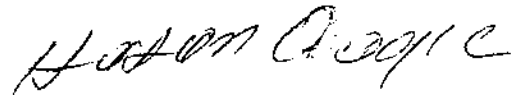
Robert Josef

Signed for and on behalf of  
Josef and Sons Contracting  
Pty. Ltd.

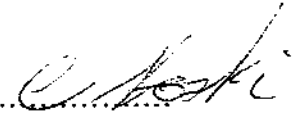


.....  
D. Gorman - Chairperson

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H. Alagic



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C. Stoeski



Signed by members of the  
Works Committee on  
behalf of all employees.