

ENTERPRISE AGREEMENT

NO: E.A. 163 /1994

DATE REGISTERED: 19-5-94.

PRICE: \$ 18-00

KYOGLE SKILLSHARE

ENTERPRISE AGREEMENT 1993.

1. Title

This Agreement shall be known as the Kyogle Skillshare Enterprise Agreement 1993.

2. Arrangement

1. Title
2. Arrangement
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3. Parties Bound

This Agreement shall be binding upon Kyogle Skillshare of 29 Summerland Way, KYOGLE N.S.W. and The Australian Workers' Union (New South Wales Branch) of 515 Kent Street, SYDNEY and shall apply to all employees of KYOGLE SKILLSHARE'S ENTERPRISE - KYOGLE WORK TEAM
Kyogle Work Team specialises in:

- * Sub-contract building & Landscaping work.
- * Providing an efficient & competent team of labourers.

4. Date and Period of Operation

This Agreement shall take effect on, 1992 and remain in force for a period of 12 months.

5. Aim of Agreement

The Agreement aims to provide a suitable framework for the development of:

- * A multi-skilled workforce.
- * A well managed, efficient and competent building, landscaping and labour service.
- * Regular employment and training opportunities for SkillShare participants.
- * Enhancing the employment prospects of SkillShare participants.

6. Hours

- i. The Ordinary Hours of work shall be 38 hours per week worked Monday to Friday inclusive between the hours of 6.00am., and 6.00 pm.
- ii. The Ordinary Hours are to be worked 7 hours and 36 minutes each day or by any other arrangement agreed to between the employer and the employees and/or the union to a maximum to ten (10) Ordinary Hours per day.

7. Classifications

All staff employed by the Kyogle Work Team will work under 4 classifications and will include skillshare participants, labourers as well as staff employed to undertake trade/supervisory work as required.

GRADE 1 - LABOURER:

Prerequisites;

- * No previous experience necessary.
- * Completion of Induction Training (Minimum 24 hours) Covers First Aid, Occupational Health & Safety.

Range of work/duties include;

*General labouring work;

Site preparation, manually digging holes, trenches, drains, spreading and levelling soils and other materials using shovels, rakes, bars, picks, etc...

Loading & Unloading materials

Planting, mulching, fertilising, staking & watering plants.

Turf - laying, top dressing.

Basic plant care & garden maintenance: weeding, pruning with hand tools, watering & removal of garden refuse.

Assisting tradesperson to set up job including;

setting up tools, equipment, materials, profiles formwork,

Assist with preparing construction site including demolition, removal of rubbish and cleaning on completion of job.

Providing basic assistance to tradesperson with construction work related to building and structural landscaping work.

Excludes using power tools for long periods eg.,

Drops saws, title cutters, nail guns etc.

Other miscellaneous work including delivering telephone books, external cleaning work associated with factories and houses.

GRADE 2 LABOURER:

Prerequisites:

100 hours employment as Grade 1 Labourer/completion of a SkillShare trade related course (Minimum 100 hours) eg. Introduction to Landscape gardening course and completion of SkillShare Induction Training.


Range of work/duties include:

* In addition to duties/work detailed for Grade 1 the and 2 the following:

Operating mowers, brushcutters edgers, rotary hoes, chainsaws related to garden maintenance work.

Assisting tradesperson with construction to work related to building and landscaping.

including; measuring and cutting timber to size, planing and sanding timber, drilling holes, fixing timber/steel using bolts and nails using both power and hand tools, laying and cutting pavers, installing formwork and reinforcement, mixing concrete/mortar by hand/mixer, shovelling, screeding and finishing concrete.

 *Traffic Controller


GRADE 3 LABOURER

Prerequisites:

* Completion of 100 hours employment at Grade 2.

Range of work/duties include:

In addition to the work/duties detailed in Grade 1 and 2 the following

-  - ~~Traffic controller~~
- Undertaking the duties relating to construction work related building and landscaping with minimum supervision from tradesperson.

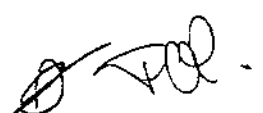
GRADE 4 TRADESPERSON

Prerequisites:

8 Person with trades qualifications/licensed with the building services corporation.

Range of duties/work:

Trade work related to building and landscaping work.



8. Rates of Pay

Grade 1 Labourer.....	\$ 8.50 per hour
.....	323.00 per week
Grade 2 Labourer	\$ 9.50 per hour
.....	361.00 per week
Grade 3 Labourer	\$ 10.50 per hour
.....	399.00 per week
Grade 4 Tradesperson	\$ 13.50 per hour
.....	513.00 per week

An additional payment of \$13.70 per week will be paid to a person in charge of 3 or more employees.

9. Payment of Wages

Wages will be paid weekly and may be paid by Cash, Cheques or Electronic funds Transfer as agreed between the parties. All bank charges (including withdrawal charges) will be born by the employer.

10. Casual

A casual employee is an employee engaged by the hour and will be paid the hourly rate contained within Clause 7, of this Agreement plus a 15% loading.

11. Part-time

A part-time employee is a worker employed on a permanent basis for hours less than 38 per week and will be paid at the hourly rate prescribed in Clause 7, of this Agreement.

12. Contract of Employment

Employment shall be on a weekly basis and may be terminated by a weeks notice. Dismissal shall not be harsh, unfair or unreasonable.

However this does not limit the right of the employer to dismiss an employee for blatant misconduct or refusal of duty.

13. Overtime

All work done in excess of the usual daily ordinary hours is overtime and shall be paid at the rate of time and a half for the first 2 hours and double time thereafter. all work done on a sunday will be paid at double time. all work done on a Public Holiday will be paid at double time and a half.

14. Annual Leave

As per Annual Holidays Act, 1944.

15. Public Holidays

As per Gazetted Public Holidays plus Union Picnic Day, 1st Monday in December.

16. Superannuation

Occupational Superannuation will be the responsibility of Kyogle skillshare and will as a minimum be equivalent to Superannuation Legislation requirements.

17.

Grievance Procedure

The procedure for the resolution of Industrial Disputations will be in accordance with Section 185 of the Industrial Relations Act, 1991. These procedural steps are:-

- i) Procedure relation to a grievance of an individual employee:
 - a) The employee is required to notify (in writing or other wise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - b) 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.
 - c) Reasonable time limits must be allowed for discussion at each level of authority.
 - d) At the conclusion of this 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.
 - e) While a procedure is being followed, normal work must continue.
 - f) The employee may be represented by an industrial organisation of employees.
 - g) If matter still remains unresolved it shall be referred to the Industrial Relations Commission of N.S.W.
- ii. Procedure for a dispute between an employer and the employee:
 - a) 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.
 - b) Reasonable time levels must be allowed for discussion at each level of authority.
 - c) While a procedure is being followed, normal work must continue.
 - d) 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 purpose of each procedure.
 - e) If matter still remains unresolved it shall be referred to the Industrial Relations Commission of N.S.W.

18. Declaration

The parties declare that this agreement was not entered into under duress and is in the interests of the parties to the agreement.

19. Relationship to Parent Award

This agreement is designed to partially regulate conditions of employment for Kyogle Skillshare employees. Where this agreement is silent, the provisions of the Landscape Gardeners, & c., (State) Award will apply.



Signed for on behalf of:
KYOGLE SKILLSHARE

Alex Dunlop ALEX DUNLOP
MANAGER

[Signature]
.....
Witness

Signed for and on behalf of:
THE AUSTRALIAN WORKERS' UNION,
NEW SOUTH WALES BRANCH.

P. J. O'Shea

[Signature]
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Witness