

ENTERPRISE AGREEMENT

NO: E.A. 216 /1994

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ENTERPRISE AGREEMENT

1. **PARTIES TO AGREEMENT:** Peter S O'Donnell
Janet L O'Donnell
Terence Hanlon
Lynette E Hanlon
Brian H Kesby

**ALL DIRECTORS OF
O'DONNELL & HANLON CONSTRUCTIONS PTY LTD
ACN 060 245 463**

LOCATION: 40 Belgrave Street, Kempsey NSW

**AND ALL EMPLOYEES OF
O'DONNELL & HANLON CONSTRUCTIONS PTY LTD INVOLVED IN THE
CONSTRUCTION OF BUILDINGS AND ASSOCIATED WORKS.**

2. **TITLE:**

This Agreement shall be referred to as the **O'DONNELL & HANLON
CONSTRUCTION EMPLOYEES ENTERPRISE AGREEMENT 1993.**

3. **ARRANGEMENT:**

<u>CLAUSE</u>	<u>SUBJECT MATTER</u>
23	Agreement Not Entered Into Under Duress
3	Arrangement
14	Classifications, Grading & Remuneration
9	Communication
7	Consultation
12	Disputes
19	First Aid Equipment
13	Grievance Procedure
15	Hours of Work
4	Incidence of Agreement
17	Inclement Weather
6	Locality
16	Leave Entitlements
11	Meetings
1	Parties to Agreement
5	Period of Operation
22	Posting of Agreement
18	Protection of Employees
21	Superannuation
20	Termination
2	Title
10	Training
8	Work Practices

ISSUE DATE 21-4-94

ISSUE No. 2 (copy)

4. INCIDENCE OF AGREEMENT:

This Agreement shall apply to O'Donnell & Hanlon Constructions Pty Ltd. Wheresoever they operate within New South Wales and to any Employee of O'Donnell & Hanlon Constructions Pty Ltd whose work shall involve the construction of building and associated works irrespective of whether the said Employees are members of a Union or not.

5. PERIOD OF OPERATION:

This Agreement shall come into operation from the beginning of the first pay period which commenced on or after date of registration and shall continue in force for two (2) years, and supercedes all previous Awards, including the Building Tradesmen (State) Construction Award and Building Construction Industry Labourers On Site (State) Award.

6. LOCALITY:

This Agreement shall apply at 40 Belgrave Street, Kempsey and on building sites over New South Wales which come under the control of O'Donnell & Hanlon Constructions Pty Limited.

7. CONSULTATION:

There is to be continuing consultation at the Enterprise. The Employer is to involve Employees in decisions affecting the workplace. The Employees are to avoid work stoppages, bans and limitations. There is a commitment by the Employer and the Employees to co-operate to ensure the integration of Employees working harmoniously and productively together with management.

The Employees are to acknowledge management responsibilities and agree to actively participate with management to improve product quality, work performance and productivity through consultation and negotiations.

Skill related career paths are to be reviewed and developed to encourage Employees to continue to participate in skill formation appropriated to the Enterprise.

The Employer and Employees agree to enhance flexibility, productivity and efficiency of work practices through an ongoing review of working patterns and arrangements.

8. WORK PRACTICES:

The Employer and Employees are to maintain efficient work practices including:-

- a) Employees performing a wider range of duties including duties incidental to the main tasks.
- b) Use of tools by labourers where applicable to allow continuity of work.
- c) Foremen instructing and assisting Tradesmen and Labourers in their work as necessary.
- d) Employees agree to vary meal break and rest period time without penalty to the Employer to ensure continued production.

9. COMMUNICATION:

The Employer and Employees will have regular meetings, the objective of which will be to involve Employees in decisions affecting the workplace in order to improve the productivity and efficiency of the Enterprise and increase job satisfaction.

10. TRAINING:

The Employer is to provide and the Employees are to undertake ongoing Employee development and training in order to continually improve productivity and efficiency, and at the same time encourage personal development, motivation and self esteem. An Employee working in a higher grade for the purpose of training shall not be paid the rate applicable to the higher grade work. However, on completion of training and experience requirements, and on appointment to that position, the Employee shall be paid the grade wage rate for that position, notwithstanding that the Employee may not be called upon to carry out all the duties of the position all of the time.

Any training fees will be paid by the Employer.

11. MEETINGS:

If a meeting is required Employees are to complete all work in process and carry out whatever cleaning up is required beforehand.

12. DISPUTES:

Disputes are to be resolved through the Grievance Procedure without affecting work performance or productivity.

13. GRIEVANCE PROCEDURE:

In order to avoid industrial action in relation to any grievance or dispute, the parties are to take all reasonable steps to ensure that the following procedure is followed responsibly and expeditiously:

- a) If an Employee has any problem or concern in relation to the employment the Employee shall in the first instance discuss the matter with the immediate Supervisor/Foremen who will endeavour to resolve the matter expeditiously.
- b) Any unresolved matter shall then be referred to the Spokesperson for the Enterprise. This can be done by the Employee or the Foreman.
- c) Should the dispute still remain unresolved the matter will be brought before the Employer.
- d) In the event of no agreement being reached, the dispute shall be referred to the Industrial Relations Commission of NSW.

Where a dispute involves either party seeking to change an existing agreement or practice, the existing condition shall continue to prevail either until the dispute is resolved, or until the parties have exhausted all steps in the procedure.

14. CLASSIFICATIONS, GRADING AND REMUNERATION:

a) The Employees wage rate shall be the grade wage rate (GWR) for the particular classification grade to which the Employee is appointed. The GWR's are inclusive of all allowances of any nature except those specified in subclause (e) hereafter and shall be paid for all purposes.

b) The minimum rates of wages shall be as follows:

<u>Classification Grade</u>	<u>GWR Per Week</u>
Unskilled Labourer (employed on work other than that listed below)	\$400.00
Skilled Labourer (formwork stripper, concrete gang, jackhammer hand, demolition worker - with 3 months experience)	\$430.00
Concretor/Steel fixer	\$440.00
Carpenter & Joiner	\$480.00
Leading Hand in charge of 2 men or less	Add \$19.00 per week
Leading Hand in charge of more than 2 men	Add \$38.00 per week
Foreman - Negotiable depending on experience/ability - not less than the relevant award rate when applicable.	

The Grade Wage Rate is all inclusive and covers general disability, special allowances, site allowance, industry allowance, underground allowance, tool allowance, multi storey allowances, meal allowance.

The hourly wage rate is calculated by dividing the Employees weekly GWR by 38.

c) Indentured Apprentices will be paid the following rates, inclusive of tool allowance:

<u>Year</u>	<u>% of GWR for Proposed Trade</u>
1	40 = (\$192.00)
2	55 = (\$264.00)
3	70 = (\$336.00)
4	85 = (\$408.00)

For Trainee Apprentices, add 3.6%.

d) Casual employees will be paid an additional 20% of the GWR for their classification all inclusive.

NOTE: Wages will increase in proportion with National Wage case rises.

e) ALLOWANCES:

A travelling and fares allowance of \$10.70/day will be paid to all Employees except apprentices. Apprentices shall be paid the following:-

<u>Year</u>	<u>Travelling Allowance</u>
1	\$10.30/day
2	\$10.40/day
3	\$10.45/day
4	\$10.60/day

Transport will be provided, by the Employer, to and from any work outside the built-up area of Kempsey from a designated meeting place in Kempsey.

f) **OVERTIME:**

Time worked in excess of ordinary time will be paid at the rate of 150% of the GWR. Saturday work is in this category while Sunday work will be paid at 200% of the GWR. Overtime must be approved by Employer before being worked (where practical).

g) **PAYMENT:**

Wages shall be paid in cash or, when requested by Employee, directly deposited into a bank account nominated by the Employee. Holiday pay may be paid by cheque.

h) **LIVING AWAY FROM HOME:**

When employees are working such a distance away from their normal place of residence that they are required to live away from home, they will be provided with the following entitlements:

(i) Reasonable board and lodging - this means lodging in a well kept establishment with three adequate meals per day, adequate furnishings, good bedding, good floorcoverings, good lighting and heating with hot and cold running water, in either a single room or a twin room if a single room is unavailable.

(ii) The foreman and leading hand on a project are expected to live away from home for the duration of the project, however, any other employees required on the project will be rostered so that they have a maximum of eight weeks (or longer if and only if it is at the employee's request) living away from home, and that the period they are to be away shall be agreed upon before they leave home.

(iii) It shall be decided, by a meeting of the employers with the employees involved, before the team of employees leave to begin a project away from home, what periods shall be worked, e.g. work 5 days - home 2 days or work 12 days - home 2 days.

15. HOURS OF WORK:

a) Ordinary working hours shall be 38 hours per week Monday to Friday worked in accord with the following four week cycle.

Nineteen days shall be worked every four weeks. Each day comprises eight hours worked - 7.6 hours is paid for each week x 5 days = 38 hours. The remaining 0.4 hours accrues for the 20th day in the four weeks. This day shall be called the Rostered Day Off (RDO). RDO's need not be taken each four weeks but can be taken at a time mutually agreeable between Employer and Employees. If an Employee has not worked the full 19 day cycle prior to a RDO he shall receive part payment for the RDO at the rate of 0.4 hours pay x number of days worked.

b) Meal breaks shall be taken for a period of 30 minutes, usually at mid-day.

c) There shall be a rest period of 10 minutes duration each day, normally at 9.00 am without deduction of pay.

d) When an Employee is required to work a minimum of two hours overtime there will be a further rest period of 10 minutes at the completion of ordinary hours.

e) An Apprentice shall not be required to work on days which would prevent his attendance at Technical School. As required by his Apprenticeship.

16. LEAVE ENTITLEMENTS:

a) Public Holidays: New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Eight Hour Day, Christmas Day and Boxing Day, shall be Public Holidays. If an Employee works on one of these days he shall be paid at the rate of 150% of the GWR for all time worked, provided that Christmas Day and Boxing Day shall be paid at 200% of the GWR.

b) Annual Leave: The provisions of the Annual Holidays Act (NSW) 1944 apply. The Act allows for 4 weeks annual leave per annum. Employees shall receive 38 hours pay per week of leave based on the GWR plus 17.5% loading.

c) Long Service Leave: The Building & Construction Industry Long Service Payments Corporation rules shall apply.

d) Sick Leave:

(1) An Employee other than a casual employee as defined who is absent from his/her work on account of personal illness or on account of injury by accident, other than that covered by Worker's Compensation, shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:-

a. He/she shall within 24 hours of the commencement of such absence inform the Employer of his/her inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of his/her absence.

b. He/She shall prove to the satisfaction of his/her employer that he/she was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

c. An Employee during his/her first year of employment with an Employer shall be entitled to five days sick leave with an additional five days accumulating at the rate of one day per month after the first five months of employment to a maximum of 10 days per year.

(2) In the case of an Employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee if in the year he/she has already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless he/she produces to the Employer, a certificate of a duly qualified medical practitioner that in his/her, the medical practitioner's opinion, the Employee was unable to attend for duty on account of personal illness or injury. Nothing in this sub-clause shall limit the Employer's rights under 16.1(b) hereof.

(3) Sick Leave with an Employer shall accumulate from year to year so that any balance of the period specified in 16.1(c) hereof which in any year has not been allowed to an Employee by that Employer as paid sick leave may be claimed by the Employee and subject to the conditions herein prescribed shall be allowed by that Employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the Employee for a period of 10 years but for no longer from the end of the year in which it accrues.

(4) Any sick leave for which an Employee may become eligible under this Agreement by reason of service with one Employer shall not be cumulative upon sick leave for which the Employee may become eligible by reason of subsequent service with another Employer.

(5) If an Employee is terminated by his/her Employer and is re-engaged by the same Employer within a period of six months then the Employee's unclaimed balance of sick leave shall continue from the date of re-engagement. In such case the Employee's next year of service will commence after a total of twelve months has been served with that employer excluding the period of interruption in service from the date of commencement of the previous period of employment or the anniversary of the commencement of the previous period of employment, as the case may be.

e) Accident Leave: The provisions of the Workers Compensation Act 1987 (NSW) apply.

f) Bereavement Leave: An Employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or step-child, mother-in-law, father-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation, (or where made necessary because of travel arrangements, the day after the funeral) and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the Employee in two ordinary days of work.

Proof of such death shall be furnished by the Employee to the satisfaction of his/her Employer.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the Employee as a defacto wife or husband.

Provided further that, with the consent of the Employer, which consent shall not be unreasonably withheld, an Employee shall, in addition to this entitlement to paid bereavement leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies.

g) Jury Service Leave: An employee required to attend for jury service shall be entitled to have his/her pay made up by the Employer to equal his/her ordinary pay as for eight hours (inclusive of accrued entitlements prescribed by Clause 15(a) per day plus fares whilst meeting this requirement). The Employee shall give his/her Employer proof of such attendance and the amount received in respect of such jury service.

An Employee on weekly hiring required to attend for jury service during his ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

An Employee shall notify his Employer as soon as practicable of the date upon which he is required to attend for jury service, and shall provide his Employer with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

17. INCLEMENT WEATHER:

- a. Definition - Inclement weather shall mean the existence of rain or abnormal climatic conditions in which it is not safe or not reasonable for workmen exposed thereto to continue working whilst the said conditions prevail.
- b. Transfers - If workers exposed to inclement weather have other work available to them which is in a protected position either on the same site or on an alternative site, they shall be transferred to that protected position.
- c. Completion of Concrete Pours and Emergency Work - Where a concrete pour has commenced prior to the commencement of a period of inclement weather Employees may be required to complete such concrete pour to a practical stage and will be provided with wet weather gear in such circumstances wherever possible. If an Employees clothes become wet while pouring concrete in the rain he shall, unless he has a change of dry clothes available, be permitted to go home to change clothes without loss of pay.

The above provisions for completion of concrete pours also applies to emergency work.

- d. If inclement weather is existent before the working day begins the Employee shall, where possible, contact their Foreman/Superintendent to ascertain whether work is available for them before commencing to the job site. Where physically possible, work will be made available for the Employees, however if there is no protected position available for an Employee he will have the time off and paid for up to 32 hours in a 4 week period provided that employees make up this paid time with unpaid overtime.

18. PROTECTION OF EMPLOYEES:

The Employer shall comply with the provisions of the NSW Occupational Health & Safety Act 1983.

19. FIRST AID EQUIPMENT:

1. A first aid kit, such as is required by the law of the State in which the work is being performed, or if there is no relevant State Law, as set out hereunder, shall be provided and maintained by the Employer on each job.

- a) At places of work where not more than 6 persons are employed the first aid outfit shall be equipped and maintained to contain at least the following:

- Dustproof container
- Roller Bandages 3 x 1", 1 x 3"
- Antiseptic solution - 2 oz
- Prepared Adhesive dressings - 1 dozen
- Sal Volatile - 1 oz
- Tweezers - 1 pair
- Burn Cream - 1 tube
- Scissors 4 inch - 1 pair
- Rubber haemorrhage arrestor - 1
- Safety pins - 1 dozen

Triangular bandage - 1
Medicine glass 1 oz - 1
Plain gauze - 1 oz
Eye bath - 1
Cotton Wool - 1 oz
First aid pamphlet - 1
Lint - 1 oz
Castor Oil - 1 oz
Small bowl for bathing minor wounds - 1
Bicarbonate of soda - 1 oz
Drinking utensil - 1
Boracic acid - 1 oz

b) At places of work where more than 6 persons are employed the first aid outfit shall be equipped and maintained to contain at least the following:

Dustproof container
Splinter forceps 5 inch - 1 pair
Antiseptic solution - 4 oz
Dressing forceps 5 inch - 1 pair
Sal Volatile - 2 oz
Scissors 5 inch - 1 pair
Burn Cream - 1 tube
Safety pins - 1 dozen
Rubber haemorrhage arrestor - 1
Medicine glass - 2 oz
Triangular bandages - 3
Eye bath - 1
Plain gauze - 4 oz
First aid pamphlet - 1
Cotton wool - 4 oz
Castor oil - 1 oz
Lint - 4 oz
Bicarbonate of soda - 2 oz
Finger dressings - 1 dozen
Boracic acid - 2 oz
Roller bandages 3 x 1", 1 x 3"
Towel - 1
Prepared adhesive dressing - 1 dozen
Enamel drinking mug - 1

2. If there is no relevant State legislation the Employer shall as soon as is reasonably possible supply means, free of charge to convey to the nearest hospital or doctor at which, or by whom, the Employee is to be treated, any Employee so seriously injured that it is not reasonably possible for such Employee to travel independently of such conveyance.

20. TERMINATION:

Where an Employee's employment is terminated by either the Employee or the Employer, the Employee shall be paid the following:

- a) Any unpaid annual leave
- b) Any time worked to accumulate in credit for a rostered day off. To be paid at the rate of 0.4 hours per day worked
- c) Redundancy Pay in accordance with Employment Protection Act.

Redundancy Pay is only to be paid when termination is by the Employer for any reason other than misconduct or refusal of duty.

Redundancy Pay will also be paid when termination is by the Employee provided that the Employee has served a minimum of 4 years service.

Time served as an apprentice will not accrue unless the apprentice serves a further twelve months on completion of apprenticeship.

Where termination is by the Employer, one day's notice or one day's pay in lieu of notice must be given except when termination is due to misconduct or refusal of duty.

21. SUPERANNUATION:

All Employees will have contributions made into a superannuation scheme as per the provisions of The Superannuation Guarantee Levy.

22. POSTING OF AGREEMENT:

A copy of this Agreement, with all variations thereof, shall be posted and kept posted by the Employer in a prominent place on the Employers premises accessible to the Employees.

23. **AGREEMENT NOT ENTERED INTO UNDER DURESS:**

The Parties to this Agreement whose signatures appear below, declares that this Agreement has not been entered into under duress.

SIGNED:

G Gill	<i>G. Gill & G. Gill</i>	C Delaforce	<i>Colin Delaforce</i>
G Swan	<i>G. Swan</i>	J Dowling	<i>Jeremy Dowling</i>
C Phillips	<i>C. Phillips</i>	M Stewart	<i>Michael Stewart</i>
R Jones	<i>R. Jones</i>	P Matuszny	<i>P. Matuszny</i>
T Beer	<i>T. Beer</i>	M McDonagh	<i>M. McDonagh</i>
J Potter	<i>Jim Potter</i>	D Rhook	<i>D. Rhook</i>
H Fritsch	<i>H. Fritsch</i>	D Eakin	<i>D. Eakin</i>
C Carroll	<i>C. Carroll</i>	J Hassett	<i>J. Hassett</i>
C Burns	<i>C. Burns</i>	J Mozeley	<i>J. Mozeley</i>
B Gosling	<i>B. Gosling</i>	B Berrigan	<i>B. Berrigan</i>

All Employees of O'Donnell & Hanlon Constructions Pty Limited

AND

O'Donnell & Hanlon Constructions Pty Limited (The Employer)

B. Kesby
.....
Director

Brian Kesby

Janet O'Donnell
.....
Company Secretary/Director

Janet O'Donnell

