

ENTERPRISE AGREEMENT

NO: E.A. 220 /1994

DATE REGISTERED: 7-7-94

PRICE: \$ 44.00



**RIVERINA
PLASTER
WORKS**

**ENTERPRISE
AGREEMENT**

1993

**RIVERINA PLASTER WORKS
ENTERPRISE AGREEMENT**

KEY FEATURES

1. Provides one agreement, with working conditions and wages tailored to meet the needs of the enterprise, to replace all awards currently applicable to employees of the company.
2. Rationalises existing work practices and sets out enterprise conditions for various benefits, e.g. the provision of company vehicles, uniforms, etc.
3. Increases working hours to an average 40 per week with an increase in the weekly wage, allowing existing employees to elect to continue taking rostered days off with no reduction in the annual wage.
4. Provides flexibility in hours for both the enterprise and the employees, permitting offsets to be accumulated/taken.
5. Rationalises existing over award pay and allowances into two defined classification and pay streams. This allows a career structure to be identified for each employee.
6. Provides wage increases related to changes in specified award rates.
7. Creates an hourly rate for each class of employee which includes amounts which were previously variable extras, eg, penalty/overtime rates, allowances and overaward amounts. This provides a clear and sound basis for costing projects, whilst at the same time guaranteeing that employee pay rates are consistent and no less than those paid at present.
8. Removes all demarcation or other barriers in the workplace and allows employees to undertake any task for which they have the skill &/or training.
9. Establishes clear problem solving procedures to resolve disciplinary and dispute matters, which will minimise conflict and quickly resolve problems.

**RIVERINA PLASTER WORKS
ENTERPRISE AGREEMENT 1993**

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Parties To The Agreement

1. This enterprise agreement, made in pursuance of the NSW Industrial Relations Act 1991, Sections 115-142, is between:

Riverina Plaster Works Pty Ltd
of 11 Norton Street, Wagga Wagga
of the one part,
and

the employees of Riverina Plaster Works Pty Ltd
engaged in occupations connected with:

Wall and Ceiling Installation
on Building Projects

Title of Agreement

2. This agreement shall be known as the:

**RIVERINA PLASTER WORKS
ENTERPRISE AGREEMENT**

Employees Covered

3. This agreement shall apply to all employees (except those designated as managerial staff) of Riverina Plaster Works involved in the ordering, selling, receipt, supply, installation, fixing, repair or removal of wall and ceiling material and all ancillary services/activities.

Duress

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

Application of Agreement

5. This agreement regulates totally the terms and conditions of employment previously regulated by the:
- a. The Building Tradesmen (State) Construction Award
 - b. The Building and Construction Labourers' On Site (State) Award
 - c. The Clerks (State) Award
 - d. The Transport Industry - Mixed Enterprises Interim (State) Award

Current Employees: Wages

6. It is a condition of this agreement that no person employed at the time of signing this agreement shall have his/her wages reduced by this agreement.

Purpose

7. It is recognised by the employees and the Company that only by working together to achieve maximum productivity and flexibility can they mutually ensure that they will achieve security and job satisfaction.
8. It is the intention that this agreement will enable work to be undertaken in the most efficient manner and at the same time offer all employees the opportunity to improve their skills and benefit from the opportunities which will arise through the Company being competitive and profitable.
9. It is the intention that all involved will be able to independently carry out their work and be responsible for its quality, thus allowing the Company to provide Quality Assurance to its clients.

Labour Flexibility

10. Employees shall perform any functions or duties as are lawfully required of them by the company. It is intended that every employee should be able to carry out or assist with any task needed for the company to complete its contracts with clients. Employees will carry out any work for which they have the necessary skill or training, or, in which they are being trained/supervised by a competent person.

Contract of Employment

11. Full-time or part time employees may be employed on a weekly hire or on a daily hire basis, as agreed between the parties in writing at the time of engagement. The basis of hire may be varied by mutual agreement at any later time.

12. Casual employees may be engaged on an hourly hire basis, with a minimum of two hours per shift.

Classifications

13. Each employee is to be classified into one of the following occupations and is to be advised of that classification in writing. Employees may be reclassified from time to time.

14. OPERATIONAL STAFF

Level 0: a new employee with no relevant skills or qualifications.

Level 1: an unskilled general hand or labourer.

Level 2: an experienced general hand, basic vehicle driver/equipment operator.

Level 3: an experienced vehicle driver or highly skilled non tradesperson.

Level 4: a tradesperson with little experience; or a highly skilled non tradesperson responsible for the work of others.

Level 5: an experienced, skilled tradesperson who can guide and train others.

Level 6: a highly skilled tradesperson who can independently complete a project, including the supervision of others.

Level 7: a highly skilled tradesperson who can independently co-ordinate the activities of two or more groups of workers to complete a project.

Level 8: a very highly skilled tradesperson who can independently, plan, schedule and complete a project including the supervision and training of others.

15. SUPPORT STAFF

- Level 1 a person who performs routine or repetitive clerical duties (which may include limited counter/telephone sales work) under direct supervision involving standard practices, including the routine use of a computer requiring limited discretion.
- Level 2 a person who performs clerical duties (which may include some counter/telephone sales work) which require the exercise of some initiative and minor decision making within a regular work routine and/or is a competent typist using a typewriter or computer/word processor in the performance of those duties.
- Level 3 a person who performs a wide range of clerical and/or counter/telephone sales duties competently and with little supervision.
- Level 4 a person who is fully competent to work with little supervision, has a thorough understanding of all the office and sales procedures in the enterprise, can independently promote the company and sell its products and may be required to supervise and accept responsibility for the work of other employees.
- Level 5 a person who requires little guidance, exercises substantial responsibility and independent initiative and judgement, has a thorough knowledge of all Company procedures and accepts responsibility for the work of one or more sections of employees in the Company.

Wages *NOTE: The wages in this agreement are all inclusive. All previously separate allowances have been incorporated into the wage rates shown. In particular the \$14.14 per week Tool Allowance and the \$14.74 per day Compensation for Travel Patterns and Mobility Requirements have been identified as payments for those reasons but included in the overall wage rate for convenience.*

OPERATIONAL STAFF

16. Full-time or part-time employees shall be paid as follows:

	Hourly Rate \$	Daily Hire \$ p.d.	Weekly Hire \$ p.w.
a. Level 0	10.10	80.80	404.00
b. Level 1	10.45	83.60	418.00
c. Level 2	11.48	91.84	459.20
d. Level 3	12.35	98.80	494.00
e. Level 4	13.98	111.84	559.20
f. Level 5	14.25	114.00	570.00
g. Level 6	15.00	120.16	600.80
h. Level 7	15.55	124.40	622.00
i. Level 8	16.05	128.40	642.00

APPRENTICES AND JUNIORS

17. Apprentices shall be paid:

	per hour	per day	per week
a. 1st Year	9.01	72.08	360.40
b. 2nd Year	11.05	88.40	442.00
c. 3rd Year	12.18	97.44	487.20

18. Non apprenticed operational staff juniors shall be paid the following percentage of the appropriate adult rate for the classification of work being performed:

a. At 16 years of age	50%
b. At 17 years of age	60%
c. At 18 years of age	75%
d. At 19 years of age	85%
e. At 20 years of age	90%

SUPPORT STAFF

19. Full or part time support staff shall be paid:

	Hourly Rate \$	Daily Hire \$ p.d.	Weekly Hire \$ p.w.
a. Level 1	9.50	76.00	380.00
b. Level 2	10.20	81.50	407.40
c. Level 3	10.50	84.00	420.00
d. Level 4	10.70	85.50	427.60
e. Level 5	11.15	89.20	446.21

20. Full or part time junior support staff shall be paid:

	Hourly Rate \$	Daily Hire \$ p.d.	Weekly Hire \$ p.d.
a. Under 17 years	3.84	30.70	153.70
b. At 17 years	4.88	39.00	195.80
c. At 18 years	6.03	48.20	241.10
d. At 19 years	6.90	55.10	275.70
e. At 20 years	8.14	65.10	325.40

Casual Employees

21. Casual rates shall be calculated as follows (to which shall be added 1/12th in accordance with the NSW Annual Holidays Act):

OPERATIONAL STAFF

a. Casual operational staff shall be paid at the hourly rate set out in Clause 16, which is appropriate to the level of work being performed.

SUPPORT STAFF

b. Casual support staff shall be paid the hourly rate set out in Clause 19, which is appropriate to the level of work being performed, plus 20 %.

Adjustment of Rates

22. The wage rates included in this agreement shall be reviewed each year on the anniversary of the approval of this agreement. The wage rates shall be adjusted by the same percentage as any award increase, applied as follows:

OPERATIONAL STAFF

a. By the same percentage increase as has occurred to the Plasterer rate of the Building Tradesmen (State) Construction Award.

SUPPORT STAFF

b. By the same percentage increase as has occurred in the Clerk Grade 4 rate of the Clerks (State) Award.

Pay

23. Employees usually are paid by bank transfer but may be paid by cash, or cheque.

24. This agreement is based on full time employees receiving a regular wage based on an average of 40 hours per week, although the actual ordinary hours worked may vary in accordance with the provisions of the Hours section, clauses 29 -37.

25. Nothing in this agreement shall prevent the Company from deducting pay from the regular wage for the number of ordinary hours which the employee was rostered to work but did not work, for any day or part of a day, on which an employee is absent. This clause does not affect an employee's right to be paid sick leave in accordance with clause 51.

26. Full time and part time employees will be paid on Thursday of each week.
27. Casual employees will be paid on Thursday for all work performed in the preceding week, if they are rostered for duty on the Thursday. If not rostered for duty on the Thursday, casual employees will be paid on the last day they work prior to the Thursday.
28. The pay week is from Thursday to Wednesday, but overtime worked on a Wednesday may be paid the following week.

Time and Wages Records

29. The Company will maintain a record of the hours worked by each employee and details of the wages paid to that employee.

Hours of Work

30. "Ordinary hours of work" means the hours worked without payment of overtime or penalty rates. The basis for ordinary hours of work is to be 40 hours per week averaged over a twelve month period.
31. Ordinary hours of work shall be between 6.00 a.m. and 7.00 p.m.
32. Ordinary hours of work usually will be 8 hours per day, but may be less or extended up to 12 hours per day to meet the special needs of the Company, or the employee with the Company's agreement. Hours in excess of 12 on any one day shall be paid at overtime rates.
33. Ordinary hours of work may be worked on any day.
34. An employee will not be required to work more than 60 ordinary hours in any one pay week (as defined in clause 25). All work in excess of 60 hours shall be at overtime rates.
35. When a full time employee works more than 40 ordinary hours in any one pay week, then for the work exceeding 40 but not more than 60 hours, the employee:
 - a. may be paid for those hours at the employee's ordinary rate of pay,
or,
 - b. may be granted the same number of paid hours off within three months of the work being performed,
or,
 - c. upon request by the employee in writing, the Company may agree that an employee may keep the hours at credit and

take them with pay in conjunction with a period of leave, at any time within twelve months of the work being performed. In the event that the employee does not take any such leave within twelve months, the Company shall either arrange for the employee to be paid for the hours (at the ordinary rate applicable when they were worked), or direct the employee to take the time off with pay.

36. Time off for hours worked in excess of 40 shall be rostered by the Company and when possible shall be at a time convenient to the employee.
37. An employee may request permission to work in excess of 8 hours on one day or forty hours in one week, to compensate for time off required by the employee. Company approval must be obtained before the work is carried out or the time off is taken.
38. If an employee terminates for any reason with hours worked at credit, the employee shall be paid for those hours at the ordinary time rate, in addition to any other entitlements. If an employee has had time off in advance with pay, the Company may deduct payment for the paid hours taken off, from any termination pay due.

Rostered Days Off

39. From the date of introduction of this agreement, hourly wage rates have been increased to compensate employees for increasing the ordinary weekly hours from 38 to 40. Employees who were employed prior to the commencement of this agreement may elect to continue taking up to 13 days off per year, but such days off shall be without pay.

Note: Because of the increase in the hourly wage rate, employees who take rostered days off without pay will be able to maintain the annual level of earnings they received prior to the introduction of this agreement, but will receive 13 days less pay annually than an employee who does not elect to take rostered days off.

40. It is agreed that any days off shall be rostered and taken at times which minimise disruption to the Company's activities.

Meal/Tea Breaks

41. Employees shall be allowed a 10 minute morning tea break, without loss of pay, at a convenient time.
42. An employee shall be allowed not less than 30 minutes for a meal break, normally not more than six hours after commencing work. The time taken for a meal break shall not count as hours worked.
43. Meal/tea breaks shall be taken at a mutually convenient time, which coincides with a convenient break in the work at hand.

Overtime

44. Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter.

Meal Allowance

45. An employee who commences work before noon and is required to work after 7 pm either shall be paid a meal allowance of \$10.00, or shall be provided with a meal by the Company.

Penalty Rates

46. Where it is necessary for the Company to perform work outside the span of hours provided in the hours of work clause, employees may be rostered to perform shifts. Where such shifts commence or finish outside the ordinary hours limits imposed by clause 28, a penalty of 25% of the ordinary pay rate shall be added for the hours worked which are beyond those limits.

Public Holidays

47. All full time employees shall be granted without loss of pay the day off on : New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other proclaimed public holiday.
48. An employee required to work on a public holiday shall receive in addition to the normal day's pay, single time extra for all hours worked, with a minimum payment of three hours.
49. A full time employee who without the prior permission of the Company or without reasonable cause, is absent on the last working day before, or the first working day after a public holiday or series of public holidays, shall not be entitled to payment for that public holiday or series of public holidays. In the event of injury or illness the employee is to provide a doctor's certificate stating the reason why the employee was unable to work.

Annual Holidays & Long Service Leave

50. Annual holidays and long service leave shall be provided in accordance with the NSW Annual Holidays Act and Long Service Leave Act, respectively.

Sick Leave

51. Full time employees shall be entitled to receive paid base sick leave of five days for each 12 months completed service. Full time employees with less than 12 months service shall be paid pro rata sick leave at the rate of 0.8 hours per completed week of service to a maximum of 40 hours. Provided that an employee with less than six months service need not be paid for any sick leave taken, until the employee completes three months service with the Company.
52. A part time employee shall be entitled to sick leave in the same proportion as the part time employee's ordinary weekly hours bear to 40 hours.
53. To be eligible for base sick leave, an employee is required to notify the Company as soon as possible, preferably before the commencement of work, that the employee will be unable to attend for duty. In any event, the employee must advise the Company of the reason(s) for the absence within 24 hours.
54. For absences of more than one day, employees are to produce a doctor's certificate, before sick leave is payable. If during a year an employee has had several single day absences, the Company may direct that employee in writing to produce a doctor's certificate in order to be eligible for paid sick leave for further single day absences.
55. Base sick leave shall be accumulative to a maximum of ten days.

Supplementary Leave

56. Supplementary leave may be granted in addition to base sick leave. Supplementary leave is to meet special needs and is at the discretion of the Company. Supplementary leave is intended to provide an additional, discretionary period with pay for employees who have a genuine need which can not be met in any other way.
57. Normally supplementary leave will be limited to five days per year, but in the event of serious illness or injury the Company may extend this period.
58. Employees may seek approval from the Company in advance to use supplementary leave for special purposes, e.g., to attend medical/dental appointments, serious family illness/injury, etc.
59. In considering applications for supplementary leave, the Company will take into account both the special circumstances and the employee's attendance history.

Termination

60. The employment of full or part time employees may be terminated by either party giving:
- a. For weekly hire employees, one week's notice.
 - b. For daily hire employees, one day's notice. For the purpose of this sub-clause, notice given within half an hour of the commencement of work shall be sufficient notice for termination at the conclusion of that day's work.
61. Casual employees may be terminated by either party giving one hour's notice.
62. In lieu of the notice required by clause 60, employment may be terminated by the giving or forfeiture of pay for the equivalent of the period of notice.
63. Nothing in this agreement shall prevent the employer from dismissing the employee without notice, in the event of serious and wilful misconduct or neglect of duty.

Company Uniforms - Safety Boots

64. The Company shall provide all weekly hire operational staff with the clothing listed below which shall be worn by employees whilst at work and shall be kept clean and tidy for the start of each day's work;
- a. Summer:
 - 2 pairs of short trousers
 - 2 shirts
 - 5 T shirts
 - b. Winter:
 - 2 pairs of trousers
 - 2 winter shirts
 - 1 sloppy joe
65. The Company shall provide all weekly hire operational staff with safety work boots and replace them when they are worn out. It is agreed that employees shall wear these boots at all times while at work and shall not use them for any other purpose.

Company Vehicles

66. At the Company's discretion, a number of senior employees may be provided with use of a Company vehicle. It is agreed that the prime purpose of such vehicles is to meet the Company's commercial needs and the vehicle must be available for Company use during working hours.

67. The Company provides all fuel needed during working weeks. The employee to whom each vehicle is assigned is permitted to use the vehicle for personal use outside normal working hours and retains use of the vehicle on non working days, including annual holidays (when fuel is provided by the employee). The Company is responsible for paying all registration, insurance and maintenance costs for the vehicle.
68. Each employee issued with a vehicle is responsible for:
- a. Maintaining the vehicle in a clean, tidy condition and promptly reporting/having rectified any defect or problem.
 - b. Collecting/returning other employees on the way to/from work, as requested by the Company.
 - c. Ensuring that before ceasing work each day the vehicle is loaded with all supplies and equipment needed for the first job the next day. This may involve working beyond the normal finish time without pay on some occasions.
 - d. Ensuring only properly licensed persons are permitted to drive the vehicle.
 - e. Advising the Company promptly if, whilst the vehicle is in their charge, any summonses or infringement notices for traffic or parking offences are incurred.

Protective Equipment and Clothing

69. The Company will provide employees with suitable protective equipment and clothing for wet weather.

Tools

70. It is agreed that the wage rates incorporates an amount formerly paid for tool allowance and that it is the responsibility of all tradespersons to provide their own hand tool kit, as specified in Annexure 1 to this agreement. Apprentices are required to build up a tool kit each year during their apprenticeship, as specified in Annexure 1.

Wet/Inclement Weather Work

71. Employees may be required to work in wet or inclement weather, providing conditions do not become unsafe or hazardous. It is recognised that most work takes place under cover and should continue, even if some or all other trades on a site are unable or unwilling to work.
72. It is expected that deliveries and loading/unloading shall continue in inclement weather providing it is safe and product is unlikely to be damaged.

73. Where wet weather prevents work from taking place at a particular site or location, employees are required to report for, or remain at work and may be assigned to whatever safe tasks are available.

Reporting for Work

74. Employees who work on sites may be required to report to any site within a 50 km radius of the Company premises, using their own transport. At its discretion the Company may arrange for employees who have been issued with company vehicles to transport other employees to/from the work site, from/to either the employee's home or the Company's premises.
75. If the work site is more than 50 km from the Company's premises, payment for the day will commence when the employees reach a point 50 km from the Company's premises and cease when the employees return to a point 50 km from the Company's premises. This clause shall not apply if the employee lives within 15 km of the work site.
76. For jobs more than 50 km from the Company's premises, the Company normally will provide Company transport from/to either the employee's home or the Company's premises. If Company transport is unavailable, the Company will reimburse an employee for the cost of kilometres travelled in excess of 50 km from the Company premises at the rate of 35 cents per kilometre, or, if the employee transports one or more other employees as passengers at the Company's request, at 60 cents per kilometre.

Distant Work

77. When the Company undertakes work at a location too distant for daily travel, it shall provide the employees with transport (or reimburse transport costs) to/from the location and shall meet the cost of reasonable accommodation and meals whilst the employees are employed at the distant location.

Skill Development and Training

78. The parties recognise that the achievement of increased efficiency, productivity and competitiveness is essential for the well being of the Company. During the less busy periods, the Company will provide on the job training designed to ensure that all employees can independently perform the work allocated to them, to a standard which enables quality assurance to be given to clients.
79. Further, the Company will encourage employees to acquire additional skills which will qualify them for reclassification to a higher level when such work is available.

80. Employees will undertake training as requested by the Company, in order to acquire skills or knowledge needed for the Company's operations. If requested to undertake specific training by the Company, the Company shall meet the costs involved.
81. Employees may seek Company assistance to meet the costs of work related training which they wish to undertake. However, training undertaken by an employee without the Company's knowledge and/or prior approval shall be at the employee's expense.

Superannuation

82. The Company currently contributes to the C+BUS scheme for employees who work on site. It is agreed that this scheme is inappropriate as it does not encompass the whole Company and it does not offer the best value for money. When the Company's notice of resignation takes effect on 7 June 1994, contributions for each employee will be transferred to the Asset Superannuation scheme, or another scheme complying with Superannuation Guarantee legislation, that may be agreed by the Company and the Works Committee.
83. Upon transfer to the new scheme, the Company will contribute at the rate being paid for each employee on 6 June 1994. Company contributions may be increased from time to time at the discretion of the company.
84. The preceding two paragraphs shall apply to all persons in employment with the Company at the time this agreement comes into effect. People joining the Company after that date may have their contributions paid into Asset, or such other complying fund as may be agreed with the Works Committee, from the day of commencement. The rate of contribution for these employees shall be the amount required by legislation, or such higher amount as the Company may determine from time to time.

Health and Safety

85. The Company and the employees are committed to safe working practices and ensuring the good health of all employees. The Company recognises its obligation to provide a safe and healthy workplace.
86. The Company undertakes to provide all first aid and safety equipment as required by law and such additional equipment as is reasonable for the work in hand. Employees undertake to advise the Company of all first aid and safety equipment that is used. Also employees will ensure that the Company is promptly notified of any items which are found to be missing or damaged.

87. Because the Company's activities move from building site to building site, the employees acknowledge their obligation to work safely without constant supervision and to report to the Company, as quickly as practical, any site practices by those outside the Company, which may affect the safety of Company employees or Company plant and equipment.
88. Protective clothing and footwear must be worn at all times and safety equipment must be used when issued for specific tasks.
89. Employees must not wilfully interfere with or make inoperative any safety equipment or signs belonging to the Company or others on site.
90. Any work related injuries, or damage to plant or equipment must be reported to Company management no later than the end of work on the day on which they occur. Serious injuries or damage must be reported immediately.
91. Wilful damage to plant or equipment, horseplay, unauthorised use of safety equipment or fire protection equipment may lead to instant dismissal.

Problem Solving

DISPUTES OR GRIEVANCES

92. It is recognised that from time to time employees may encounter situations where they believe they have a genuine grievance or a reason to be in dispute with the Company. It is expected that in most cases the dispute or grievance will be resolved informally by discussions with the appropriate supervisor.
93. If the dispute is not resolved through informal discussions, then the following procedure shall be implemented:
 - a. The employee(s) will advise his/her (their) supervisor as to the substance of the grievance or dispute. A meeting to resolve the grievance/dispute shall be held as quickly as possible.
 - b. If the matter is not resolved, the employee(s) will request a meeting with the manager of the Company responsible for his/her (their) section and this shall occur within three working days.
 - c. If the matter is not resolved, it shall be referred to the Managing Director and a meeting shall take place within a further three days.

d. If the matter is still not resolved, the employee and the Company shall attempt to find a mutually agreeable third party to mediate on the dispute and to recommend a solution.

e. If the matter is still not resolved, the matter shall be referred to the Industrial Relations Commission of NSW for resolution.

f. At any stage during the above procedure, the Works Committee or Management may request a meeting of the Agreement Team* to consider and try to resolve the issues.

* The "Agreement Team" comprises the Works Committee and the management Group responsible for negotiating this Enterprise Agreement.

94. During the above procedure, both parties will endeavour to resolve the issue as quickly as possible, and where necessary to refer it on to the next party as soon as it is obvious that the matter has not been resolved to that point.
95. While the dispute resolution process is being followed, normal work shall continue by the employee(s) involved and all other employees of the Company.
96. The Company must provide a response to the employee's grievance and give reasons for not implementing any proposed remedy.
97. The employee may choose to be represented by an industrial union and the Company may choose to be represented by its employer organisation. However, the objective must be to settle any grievance quickly and fairly.

COUNSELLING AND WARNINGS

98. In order to minimise misunderstandings, a standard procedure is to be used to advise employees when it is believed that a breach of normal standards of work performance or Company policy has occurred. In the first instance, supervisory staff will discuss minor breaches direct with employees and encourage both compliance with Company policy and the achievement of best practice.
99. If the discussion process is unsuccessful, or a more serious breach occurs, the following procedure shall be used:
 - a. A Company Warning Note shall be completed by the supervisor and discussed with the employee. A copy will be given to the employee and a copy retained on the employee's Company file. Except for serious breaches, the file copy of the Company Warning Note shall be destroyed after two years.

b. If a second breach occurs within two years, another Company Warning Note shall be issued and discussed with the employee in the presence of a senior Company manager.

c. If a third breach occurs within two years, a Company Warning Note shall be issued, endorsed with the comment *Final Notice - any further breach will result in dismissal*. It will be discussed with the employee in the presence of a senior Company manager.

d. In the event of any further breach occurring within two years of the third notice, the Company shall be entitled to regard the breach as a serious and wilful act of misconduct by deliberately ignoring formal warnings. The employee may be dismissed immediately, without further notice.

e. Whilst investigating the full circumstances of the final breach, the Company may stand down the employee without pay for a period not exceeding three working days; the Works Committee is to be advised of any such stand down. Should the Company subsequently decide not to dismiss the employee immediately, alternatively it may dismiss the employee with notice, or issue a further Final Notice Warning Note. The Company shall have no obligation to pay the employee for any period he/she was stood down in accordance with this sub-clause.

f. When Company Warning Notes are being issued, the employee may request the presence of a member of the Works Committee, or a representative of his/her union to be present.

g. If the employee disputes that the alleged breach did in fact occur, the matter is to be resolved through the Company Dispute/Grievance Handling Procedure (Clause 93).

h. Nothing in this clause shall prevent the Company from dismissing an employee without notice in accordance with clause 60, ie, in the event of serious and wilful misconduct or neglect of duty.

Duration of Agreement

100. This agreement shall operate from the date of registration and shall remain in force for a period of three years, unless varied or terminated earlier by the provisions of the Industrial Relations Act

Endorsement of Agreement

101. This agreement has been endorsed by the parties whose signatures appear below, representing the Company and the Works Committee elected by more than 65% of the employees of the Company.

Signed for and on behalf of Riverina Plaster Works

COMMON SEAL



[Handwritten signature of Phillip Croker]

PHILLIP CROKER MANAGING DIRECTOR

27-10-93

DATE

[Handwritten signature of witness]

WITNESS

SIGNED BY THE WORKS COMMITTEE OF RIVERINA PLASTER WORKS

SIGNATURE

PRINTED NAME

DATE

<i>[Signature]</i>	BRANDT HORROCKS	27.10.93
<i>Noelene Sullivan</i>	NOELENE SULLIVAN	27-10-93
<i>[Signature]</i>	GLENN LEGGETT	27-10-93
<i>[Signature]</i>	TREVOR SLATER	27-10-93
<i>[Signature]</i>	ANTHONY WILSON	27-10-93
<i>Darren Hounsell</i>	DARREN HOUNSELL	27 10 .93

ANNEXURE A TO
RIVERINA PLASTER WORKS ENTERPRISE AGREEMENT

TOOL KIT REQUIREMENT

All operations staff at levels 4 to 8 inclusive, who are involved in the installation or repair of walls and ceilings are required to have a tool kit as set out below. For apprentices, the apprenticeship year in which each item is to be acquired is indicated. It is each employee's responsibility to keep his/her tools in good serviceable order, at all times.

Broad Knife 6"
Glue Knife
Hammer
Hawk
Nail Bag
Pencil
Plasterboard Saw
Sanding Block
Stanley Knife
Tape Measure

To be acquired in year 1 of apprenticeship

Broad Knife 4"
Broad Knife 3"
Chalkline
Curved Trowel 10"
Curved Trowel 8"
Flat Trowel 10"
Internal Angle Tool
Nail Punch
Screwdrivers (2)
Small Tool
Texta/Marking Pen
Tin Snips
Villaboard Cutters
Waterbrush/Sponge

To be acquired in year 2 of apprenticeship

Bolt Cutters
Cornice Saw/Keyhole Saw
Electric Drill
Hacksaw
Level
Mastic Gun
Mitre Box
Pliers
Pop Rivet Gun
Rasp
Rod Bender
Set Square
Tee Square
Tool Box

To be acquired in year 3 of apprenticeship