

ENTERPRISE AGREEMENT

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**SYDNEY CONCRETE REINFORCING ENTERPRISE AGREEMENT**

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## **SECTION 1 KEY CLAUSES**

### **1.1 TITLE**

This agreement shall be known as the Sydney Concrete Reinforcing Enterprise Agreement.

### **1.2 PREAMBLE**

#### **1.2.1 Objectives**

This agreement aims to:

- (a) improve Company productivity and competitiveness
- (b) provide job security and job satisfaction
- (c) to maintain and improve wages and conditions
- (d) better communication between management and employees
- (e) improve safety
- (f) improve quality

### **1.3 PARTIES AND PERSONS BOUND**

Parties bound by this agreement include:

The Owner/Managers of Sydney Concrete Reinforcing and all employees involved in project in the State of New South Wales.

The Elected Representatives of the Sydney Concrete Reinforcing Works Committee.

### **1.4 REPRESENTATION AND CONSULTATION**

The employees of Sydney Concrete Reinforcing have elected, in a secret ballot, a Works Committee, in conformance with the State legislation for enterprise bargaining. These elected representatives shall be the accredited representatives of the employees, and will be allowed all necessary time during ordinary working hours to submit, to the employer, matters affecting the employees which they represent. The Committee will have access to Company personnel and time sheet records when required.

The Company agrees to consult with the workforce and its representatives on issues arising from this agreement. The Company will communicate with the whole workforce through group meetings, memos, surveys, minutes and by meeting with the committee on a regular basis. This agreement shall be kept in a location where it is accessible to employees and a copy will be issued for their information.

The Committee will communicate with each other using Company site facilities and with the assistance of Sydney Concrete Reinforcing's site management.

## **1.5 INTENTION**

This agreement shall be between Sydney Concrete Reinforcing and the Works Committee representing employees and apply at various workplaces / building sites of Sydney Concrete Reinforcing located at 49 Crayford Crescent, Mount Prichard, New South Wales and from which the enterprise is conducted. It is applicable only to direct employees of Sydney Concrete Reinforcing the occupations of learner, steel fixer, tack welder, scaffolder rigger, lead hand and supervisor.

## **1.6 RELATIONSHIP TO PARENT AWARD**

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

## **1.7 NO DURESS**

In negotiating the terms and conditions of this agreement no duress was used to affect the outcome. All signatures contained herein were given voluntarily, in consultation with the workforce and in full understanding of the conditions enclosed.

## **1.8 NO DISADVANTAGE**

The rates prescribed by the Award and the Act are a minimum, and the parties agree that the rates prescribed in this agreement will not be less than these minimums.

## **1.9 PERIOD OF OPERATION**

This enterprise agreement shall operate for a period of two years from the date of ratification, with a twelve month review. No later than 6 months before its expiry, the parties shall commence discussions for modifying or continuing the agreement.

## **1.10 NO FURTHER CLAIMS**

During the period of this agreement any additional claims for entitlements will not be recognised or supported by the parties to the agreement.

## **1.11 DEFINITIONS**

For the purpose of this agreement the following definitions apply:

**Steel fixer:** Shall be any person, with not less than three months experience in the placement, erection, tying, and or tack welding of steel reinforcement for concrete.

**Learner:** Shall be any person, with less than 3 months experience in the placement, erection, tying and or tack welding of steel reinforcement for concreting.

**Employee:** Shall be a steel fixer, rigger scaffolder or tack welder, or learner as defined above.

**Supervisor:** Shall be a person responsible for supervision of all employees and leading hands, on all construction sites, and the programming and allocating of all work on these construction sites.

**Leading Hand:**

Shall be an employee who is given by the employer or his agent, the responsibility of directing and or supervising the work of a site team, or individual on a given construction site.

**Time and one half:**

Means one and a half times the rate prescribed in Section 3.12

**Double Time:**

Twice the hourly rate prescribed in Section 3.12

**The Act:** The Industrial Relations Act of NSW 1991

**The Award:** The Building and Construction Industry Labourers (on site ) State Award.

**The Company:**

Sydney Concrete Reinforcing Pty Limited and all its employees

**The Committee:**

The elected Works Committee of the employees of Sydney Concrete Reinforcing

**The Agreement:**

The Sydney Concrete Reinforcing Enterprise Agreement

## SECTION 2 WORK PROCEDURES AND OPERATIONAL ISSUES

### 2.1 DISPUTE PREVENTION AND RESOLUTION

#### 2.1.1 Prevention

The parties agree that prevention of disputes and resolving them quickly and effectively minimises the damage in terms of lost time and employee relations. The parties agree to avoid disputation using the following strategy.

The Company will

- a. Communicate directly with employees through the consultative processes outlined in Section 1.6.
- b. Maintain Codes of Practice and Occupational Health and Safety Standards
- c. Develop policies which discourage discrimination within the Company.
- d. Provide an environment of trust where workers grievances or queries shall be fairly considered and no discrimination shall occur as a result of grievance resolution.
- e. Discuss and negotiate problems prior to invoking dispute resolution procedures.
- f. Accept the Works Committee's role in its representation of the employees.
- g. Maintain all required obligations of minimum award standards and entitlements set out by NSW Government Legislation.

The workforce and their representatives shall :

- h. Always attempt discussion amongst the work team before invoking dispute resolution procedures.
- i. Always consult with the employees on decisions which directly affect Company employees.
- j. Communicate regularly with the workforce on Company performance.

#### 2.1.2 Dispute Resolution

Disputes will be resolved using the procedure outlined below:

- a. In the first instance an employee should submit a request concerning an industrial issue to his or her immediate lead hand or supervisor.
- b. If the matter cannot be not resolved at this stage the following procedure shall be applied:



- (i) The employee shall report the matter to a Works Committee representative, who shall submit the issue to the Company's on-site representative.
  - (ii) If not settled at this stage, the workers representative may submit the matter to their Works Committee for discussion with the Company Senior Manager.
  - (iii) If not settled at this stage the parties will undertake compulsory conference in the presence of a mediator acceptable to both parties.
  - (iv) If the dispute still exists after the above-mentioned process have been carried out, then the matter shall be referred to the NSW Industrial Relations Commission for determination. The NSW Industrial Relations Commission decision will be accepted by all parties subject to legal rights of appeal.
- c. Whilst the above procedures are being followed work shall continue as normal and as prior to the dispute. No party shall be prejudiced to the final settlement by the continuance of work in accordance with this clause.
- d. This clause shall not apply to any dispute that is a bona fide safety issue.

## 2.2 SELF DIRECTED TEAMS

Each self directed work team will function as a independent unit. This requires workers, with different types and levels of skill to combine them, to manage work sites. Guiding information will be provided by project quality plans, work programs and discussions with supervisors. To enable the teams to function as self sufficient units, traditional demarcation barriers shall not apply. The Company will ensure, however, that all work remains within the capacity of the members of the work team, is not de-skilling, payment is in accordance with skill level and work requirements, and practical assistance is given by site supervisors and management.

In the instance where specialist skills, not available in the Company, are required by a particular contract, subcontractors may be engaged specifically for those processes. Where new tasks are only slightly different, and within the scope of employees, the Company will encourage them to train in those skills. The work team will be consulted on any decisions to undertake new tasks or engage subcontractors.

## 2.3 QUALITY

Quality Assurance will be used to enable employees to inspect the quality of their own work. Quality in-process inspection and auditing records will include information used in the programming and for monitoring safety and productivity.

All construction employees will receive a quality allowance as outlined in 3.1.1 in return for the inspection of their own work and the completion of in process inspection reports.

## **2.4 PERFORMANCE INDICATORS**

### **2.4.1 General**

- ✚ At a project level productivity will also be measured through the comparison of progress against program.

### **2.4.2 Quality**

The parties will set targets on each project for the reduction of defect rates. These defects will be defined in terms of:

- re-working and its causes
- design compliance
- amount of wastage
- tolerances achieved
- clean and safe work areas

### **2.4.3 Personal Performance Assessment**

The Company recognises that there are a number of criteria on which performance can be assessed. These are:

- a) day to day performance which can be handled by feedback from lead hands and supervisors
- b) being accountable for job quality and achieving the program.

Non performance is defined as:

- c) Repeated problems with attendance, punctuality , repeated lack of notification for not attending or leaving work, for reasons other than notified illness or injury, family emergencies, arranged and known appointments
- d) not being accountable for personal job quality
- e) gross misconduct as defined by the Award and breaching of occupational health and safety standards

Any non performance will be initially discussed within the self directed work team. Where matters can not be resolved by the work team then the Company will undertake the following procedures in addressing non performance issues:

- (f) Provide feedback from supervisors on site, specific to the non performance issues. Supervisors will keep a record of discussion.
- (g) If no improvement occurs, the issues will be discussed between the manager and employee in a minuted meeting witnessed by a Works Committee

Representative. Both employee and manager will undertake to resolve non performance problems within a set time period. The minutes will be signed by both parties and witnessed by the Works Committee.

- ~~→~~ (h) If non performance is not resolved at this time, then the Company may invoke the termination procedures outlined in this agreement.

## SECTION 3 HUMAN RESOURCE ISSUES

### 3.1 REMUNERATION

#### 3.1.1 Award restructuring

The parties agree to restructure the award pursuing the intent of industry wide reforms to enable effective use of the skills in the company, and employment mobility for employees.

All workers covered by this agreement shall translate to the new matrix upon ratification of this agreement on the following basis:

Level of Competency	hourly rate
learner	10.59
	10.70/day (travel)
steel fixer / tack welder / scaffolder rigger	11.68
	0.50 (quality.)
	10.70/day (travel)
lead hand	12.87(10 staff)
	13.12 (< 10 staff)
	0.50 (quality.)
	10.70/day (travel)
supervisor	13.99
	0.50 (quality)
	10.70/day (travel)

For existing employees, the 12 month period after the commencement of this agreement shall be known as transition. During this period, training will focus on aligning employee skills to their wage rate..

No employees shall suffer loss of entitlement as a result of transition or the conditions in this agreement.

#### 3.1.2 Other Entitlements

This agreement limits further entitlements from The Award to those entitlements listed for Hot work, Cold Work, Confined Space, Toxic Substances, Fumes, Asbestos, and Concrete Dams.

Should special circumstances arise, site specific allowances may be negotiated at that time between the Works Committee and Management.

### **3.1.3 Increases Available**

All increases resulting from the Consumer Price Index rises will flow on under the conditions of this agreement.

### **3.1.4 Bonus Incentive Scheme**

Prior to the beginning of each project the possibility of savings against the program will be discussed and targets will be set. Where there are saving in the time taken to carry out work, and the work is done to meet the requirements of the performance indicators outlined in Section 2.5 of this agreement, then these gains will be accumulated as profit towards The Company's Profit and Loss Statement. Where a loss occurs, then this loss will also be recorded and used to calculate a net profit or loss.

40% of the net profit will be treated as productivity gains and be equally distributed to members of the workforce who currently have more than 3 months continuous employment with The Company, except where the length of that service is less than 12 months, in which case, that employees share shall be pro rata to their current period of continuous employment. 40% of productivity gains will go to The Company and 20% to a training pool. The productivity gains will be distributed within 3 months from the end of each financial year. The Works Committee will monitor the fund in cooperation with Management.

### **3.1.5 Standard Entitlements**

The Company will pay superannuation at the Industry rate of 3% per week and provide for redundancy as specified in the State Award.

### **3.1.6 Company Standards**

The parties agree that tools will be provided by the Company. The Company agrees to keep all electrical tools, along with power supply boxes and leads, in a safe and useable condition.

The Company will also continue to provide all safety equipment including safety clothing, sun block and back support belts.

## **3.2 CONTRACT OF EMPLOYMENT**

### **3.2.1 Spread of Ordinary Hours**

Except for the purposes of Flexible Shifts (3.2.2), the spread of ordinary hours will be between 6.00 am to 5.00 pm Monday to Friday. If requested during exceptional circumstances, the spread of ordinary hours may be extended to 6:30 pm, and during

summertime may commence from 5:00 am. Any arrangements to use the extended spread of ordinary hours will be by prior arrangement with the employees involved.

### **3.2.2 Employment Procedures**

- a. The Company will require that each new employee undergoes Company safety induction and site inductions, where required, irrespective of Construction Worker classification.
- b. The Company will pay new employees on the basis of skills required or specified for the position being offered not skills acquired in previous employment.
- c. Any new employees who have not undergone competency assessment will be paid at the new entrant rate and assessed within three months of employment by a workplace assessor. Upon assessment the employee will be reclassified. If an employee is not assessed within 3 months, then payment at the classified level will apply retrospectively from the beginning of the twelfth week to the time of assessment. If a new employee is already a steel fixer as per Section 1.11 or displays competency sooner than 3 months then assessment and probationary period may end sooner, at the discretion of the employer in consultation with the Works Committee.
- d. A probationary period of three months will exist for all new employees; permanent employment being offered at the discretion of the employer in consultation with the Works Committee. The parties agree to the following procedures in the employment of staff.
- e. Proof of tax file number and local residence will be requested at the time of application. The applicant will inform the Company at the time of engagement if they maintain a separate place of residence from the address on the job application. No retrospective claims for living away from home allowance will be recognised without proof being provided at time of employment.
- f. If a new or existing employee is required to move from their place of residence, at the request of the company, for work purposes, then the company will pay board and lodging as specified in the Award.
- g. Employment will be based purely on merit, experience and qualification and capability to undertake the physical requirements of the position.
- h. Each applicant will be required to undertake a medical examination to predetermine any risk of serious back injury and the physical ability to undertake the duties of the position.
- i. Accrued sick leave will be valid for a period of 3 months if re-employed by the Company in this time.

### **3.2.3 Stand Down Leave and Flexible Time**

Each employee may request that a certain number of overtime hours be accumulated on a weekly basis for future payment when leave may be required for personal reasons or due to periods of work shortage.

### **3.2.4 Overtime**

The parties agree that excessive overtime lowers the productivity and well-being of the workforce.

Overtime shall be distributed evenly amongst the employees to maintain stable team arrangements on each particular project. Where employees are unable to work overtime in a particular week, they should notify management at the beginning of that week. Where employees enter into a personal arrangement with each other regarding changes to overtime arrangements, where possible, they shall notify management 24 hours in advance, or at least before lunchtime.

Wherever possible, management undertakes to notify employees of overtime at the beginning of the week, or in an emergency before lunchtime. Where possible, a minimum of 24 hours notice will be given for unplanned Saturday work.

### **3.2.5 Rest Periods and Crib Time**

Provided employees do not work more than five hours without a break, meal and rest breaks may be varied when required by the type of work or the customer. Changes will be negotiated at the time with the individuals involved.

### **3.2.6 Redundancy**

To maintain continuous improvement in Company, redundancy will be based primarily on the level and relevancy of employees' skills, participation in training (as trainee or trainer) - and not seniority. This is not to undervalue the loyalty and experience of senior workforce members whose skills and experience benefit the training of less skilled workers. Knowledge and aptitude gained through experience as part of assessment criteria.

### **3.2.7 Termination**

The following dismissal conditions and procedures are deemed fair by all the parties. The Company has the right to dismiss any employee, without notice, for gross misconduct (as described in 2.5.3 (e)). On the basis of non performance criteria and carrying out of procedures established in section 2.5.3 (c) of this agreement, the following termination procedures will be adhered to:

- a. Non performance procedures described in Section 2.5.3 (c) have been exhausted.
- b. A verbal warning will be issued and a record made of date of issue and the reasons for the warning.
- c. A written warning will be issued and a record kept of the date of issue and the reason for the warning.
- d. Dismissal and the reasons for dismissal shall be issued in writing and stated by management in a personal interview. Record of the discussion will be verified, through signature, by both parties.

### **3.2.8 Presenting for work but not required**

The parties agree that casual employees will receive 2 hours pay plus travel allowance if they attend work but are not required.

### **3.2.9 Annual Leave**

A 10% loading will apply to all annual leave. Leave may be taken at any time provided there is some leave accrued. Annual leave shall be granted in accordance with the New South Wales Annual Holidays Act 1944.

### **3.2.10 Sick Leave**

Employees shall be entitled to 7 days sick leave on full pay a year, and after 12 months service, they shall also receive 24 hour insurance for injury and illness. Provisions 27.1 (a) and (b) and 27.2 of the Award shall apply.

### **3.2.11 Long Service Leave**

Long Service Leave shall be granted in accordance with the New South Wales Long Service Leave Act 1955.



### **3.2.12 Parental Leave**

Parental Leave shall be granted in accordance with Division 3, Chapter 2, Section 25 of the New South Wales Industrial Relations Act 1991.

### **3.2.13 Inclement Weather**

The parties agree to cooperate to minimise lost time due to inclement weather. This involves:

- a. All parties adopting a reasonable approach to the determination of inclement weather.
- b. Employees shall accept transfer to other work sites or Company operations which are not affected by inclement weather.

A maximum of six hours per day, from Monday to Friday, for a total of 32 hours in a 4 week period, will be paid to each full time employee who is unable to work due to inclement weather. The employees agree to undertake training as provided by the Company for up to 4 hours on any day when work is prevented by inclement weather. If weather is permitting, there will be a return to work, but otherwise, after 4 hours of inclement weather the employees will be allowed to go home and receive pay for half the remaining ordinary hours.

### **3.2.14 Casual Employment**

The period for which an employee may be employed on a casual basis will be extended to 12 weeks. After 12 weeks more casual work may be negotiated on an individual basis between employees and management.

On projects which offer a minimum of 6 months continuous work, employees will be employed on a full time basis.

### **3.2.15 Rostered Days Off**

It is recognised that the achievement of the thirty eight hour week does not necessarily mean closing for one day a month, and it is agreed that in peak periods the rostered days of may be "banked" for a maximum of 5 days and taken as a block during slow business periods or periods of leave to suit family needs.

### **3.3 SKILLS FORMATION**

#### **3.3.1 Training**

The parties agree to training in the interests of improving productivity. All employees have the right to train for their own advancement.

The Company agrees to partner with other subcontractors to enable employees to gain skills and experience in related streams of work.

The Company agrees to the pay wages of individuals training in related trades on projects where Sydney Concrete Reinforcing has made partnering arrangements. Wages will remain at the rates in this agreement whilst employees are training with other subcontractors.

#### **3.3.2 Assessment**

The employees are expected to maintain the pace of their training by:

- a. requesting assessment when they feel that they have achieved competency.
- b. maintaining a record of the hours spent training on a form provided by the Company, having records signed by trainers.

The Company will:

- c. provide assessment using accredited workplace assessors.
- d. maintain copies of training records for each employee.
- e. issue these records as part of retrenchment or termination

### **3.4 OCCUPATION HEALTH AND SAFETY**

#### **3.4.1 Safety and the Prevention of Injury**

The Company agrees to:

- a. Train two employees as site safety officers.
- b. Maintain first aid supplies and international safety signs on site.
- c. Provide basic safety training for all employees.
- d. Monitor safety and injury.
- e. Maintain work methods statements for all work tasks and site safety plans for all sites.
- f. Provide a qualified practitioner to ensure spinal fitness and strength necessary for the work.

The employees agree to:

- g. Take responsibility for their own safety and the safety of their work colleagues.
- h. Participate in activities which improve their spinal fitness and assist them to protect their spinal fitness whilst working.

The company will provide training in manual handling, health and safety management and hearing preservation.

In the case of injury the Company agrees to:

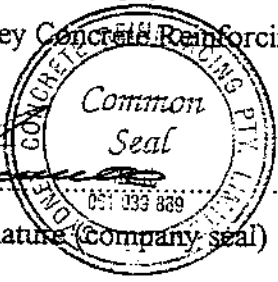
- i. provide for medical expenses and where possible, rehabilitation.
- j. workers compensation.

SECTION 4 ENDORSEMENT

We the undersigned agree in total to the payment and conditions established in this agreement established for Sydney Concrete Reinforcing Pty Limited on.....day of .....1994.

WITNESSES

*[Signature]* ..... *6/10/94* .....  
On behalf of The Company signature (Company seal) date



*MICHAEL JOHN RUSSELL* .....  
print name and title

*[Signature]* ..... *6.10.94* .....  
witness date

*T. Russell* ..... *5/10/94* .....  
On behalf of the Employees as a Works Committee representative date

*THOMAS EDWARD RUSSELL* .....  
print name.

*Ken Yates* ..... *5/10/94* .....  
On behalf of the Employees as a Works Committee representative date

*KEN YATES* .....  
print name.

*[Signature]* ..... *5/10/94* .....  
On behalf of the Employees as a Works Committee representative date

*Damon McGarran* .....  
print name.