

ENTERPRISE AGREEMENT

NO: E.A. 491 /1994

DATE REGISTERED: 20-12-94

PRICE: \$ 10-00

**NORTH WEST POOLS**  
**& COMMERCIAL TILING**  
**PTY. LIMITED**

**ENTERPRISE AGREEMENT**

An ENTERPRISE AGREEMENT made in pursuance of the NSW Industrial Relations Act 1991 in accordance with the provisions of sections 115 - 142 of the said Act, entered into on the      day of      1994

**BETWEEN:**      **NORTH WEST POOLS & COMMERCIAL TILING PTY. LIMITED (ACN 052 110 513)**  
trading as NORTH WEST POOLS & COMMERCIAL TILING operating at and from 17 Hill Street,  
Tanworth in the State of New South Wales of the one part

**AND:**      **THE EMPLOYEES** of North West Pools with the following occupations/trades:

Senior Tiler and Pool Builder  
Tiler and Pool Builder  
Serviceperson and Pool Builder  
Labourer

**1. TITLE**

This Agreement shall be known as NORTH WEST POOLS & COMMERCIAL TILING Enterprise Agreement.

**2. TERMS OF OPERATION**

This Agreement shall take effect from the beginning of the first pay period commencing on or after the date of registration of this Agreement pursuant to the Industrial Relations Act 1991.

Employees covered by this agreement at the date of registration will be paid the rate of pay in accordance with Clause 7.

The Agreement will remain in force for a period of three years from the date of registration.

**3. RELATIONSHIP TO PARENT AWARD**

The Agreement shall regulate partially the terms and conditions of employment previously regulated by the Building and Construction Industry Labourers On-Site (State) Award and the Building Tradesmen (State) Construction Award.

Except as provided by this Agreement the conditions of employment of employees to whom this Agreement applies shall be those contained in the award. Where there is an inconsistency between this Agreement and the award the Agreement prevails.

**4. AIM OF AGREEMENT**

It is the objective of the parties to provide for more flexible working arrangements which will improve the efficiency and productivity of North West Pools & Commercial Tiling and ensure that North West Pools & Commercial Tiling become a more efficient and productive enterprise.

*RS Job. CA BC AG*

5. NEW EMPLOYEES

The parties agree that any employee who is engaged by the employer during the term of this Agreement shall become a party to the Agreement. The new employee shall, as from the date of becoming a party, be entitled to all benefits and be bound by all obligations under this Agreement.

6. AGREEMENT TO BE DISPLAYED

Copies of this Agreement shall be displayed at the office of North West Pools & Commercial Tiling, 17 Hill Street, Tamworth and shall be readily visible and accessible to all parties covered by this Agreement.

7. CASUAL EMPLOYEES

- a. "Casual Hand" means an employee who is paid by the hour and is engaged as such.
- b. A Casual Hand who works as a Tiler or Pool Builder, said Pool Builder being identified as a Concrete Gang, in addition to the rate appropriate for Tiler or Concrete Gang respectively in the Building Tradesmen (State) Construction Award and the Building and Construction Industry Labourers' On Site (State) Award shall be paid an additional 20% of the rate per hour with the minimum payment for three hours employment.
- c. A Casual Hand who works as a Senior Tiler and Pool Builder in addition to the rate prescribed in clause b. above shall be paid a further additional 8% of the rate per hour with the minimum payment for three hours employment.
- d. A Casual Hand who works as a Serviceperson whose duties are servicing pools and pool pumps and Pool Builder in addition to the rate appropriate for the type of work shall be paid an additional 20% of the rate per hour with the minimum payment for three hours employment at the rate appropriate for a Labourer in the Building and Construction Industry Labourers' On Site Award.
- e. A Casual Hand who works as a Labourer in addition to the appropriate rate for Labourers in the Building and Construction Industry Labourers' On Site Award shall be paid an additional 20% of the rate per hour with the minimum payment for three hours employment.
- f. The rates herein prescribed shall be made in lieu of annual leave, public holidays and sick leave.

8. ORDINARY HOURS AND OVERTIME

Employees shall work a maximum of 40 hours per week averaged over a 52 week period.

All time worked beyond ordinary hours in the award shall be paid at the ordinary rate of pay. No employee can be directed to work overtime.

9. ALLOWANCES

Travel and fares allowances and conditions for their payment and compensation for travel patterns in the award shall not apply to this Agreement.

10. COMPOSITE WAGE RATES

The minimum rate of pay shall be such that no employee shall receive less than they would have received in aggregate under the parent award for ordinary hours of work over a year or over the period of employment where less than a year.

11. OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

Employees may undertake other employment so long as such employment is in their own time and does not conflict with their employment with the employer.

*R. S. Gold, CA BC 29.6.*

**12. DECLARATION**

This Enterprise Agreement has been negotiated through consultation between the management of North West Pools and its employees. The content of this Agreement has been canvassed with all parties. All parties are entering into this Agreement with full knowledge as to the content and effect of the document.

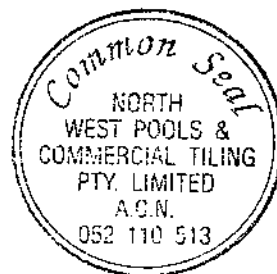
The parties declare that this Agreement:-

- (a) is not contrary to public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was at no stage entered into under duress; and
- (d) reflects the interests and desires of the parties.

**13. SIGNATORIES**

This Agreement is made at Tamworth on the 15<sup>th</sup> day of August, 1994.

**THE COMMON SEAL of NORTH WEST )  
 POOLS AND COMMERCIAL TILING PTY.)  
 LIMITED was hereunto affixed )  
 in the presence of: )**



*[Handwritten signature of Gregory Donald Craigie]*

**SIGNED by GREGORY DONALD CRAIGIE )  
 in the presence of: )**

*[Handwritten signature of Gregory Donald Craigie]*

**SIGNED by CRAIG JOHN SEMPLE )  
 in the presence of: )**

*[Handwritten signature of Craig John Semple]*

**SIGNED by GARY JOHN DEBELLE )  
 in the presence of: )**

*[Handwritten signature of Gary John DeBelle]*

**SIGNED by MICHAEL PAUL WRIGLEY )  
 in the presence of: )**

*[Handwritten signature of Michael Paul Wrigley]*

**SIGNED by BRET JOHN CATHRO )  
 in the presence of: )**

*[Handwritten signature of Bret John Cathro]*