

ENTERPRISE AGREEMENT

NO: E.A. 56 /1994

DATE REGISTERED: 2-3-94.

PRICE: \$ 14-00

*CAPITOL APARTMENTS'
ENTERPRISE AGREEMENT*

*-The Management
and
The Workforce-*

December, 1993

1. Parties to the 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 17 December 1993 between CAPITOL APARTMENTS PTY LTD, of 10 Phillip St., Parramatta of the one part and the EMPLOYEES of CAPITOL APARTMENTS PTY LTD in all of the worksites of CAPITOL APARTMENTS PTY LTD, in all the occupations covered by the Building and Construction Industry Labourers On Site (State) Award and the Carpenters, Joiners and Bricklayers (State) Apprenticeship Award, of the other part.

It is hereby agreed by the parties as follows:

2. Title of Agreement

This agreement shall be known as the CAPITOL APARTMENTS' ENTERPRISE AGREEMENT.

3. Duress

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

4. Term

This agreement shall operate from the 10th of January, 1994 and shall remain in force for a period of 18 (eighteen) months unless varied or terminated earlier by the provisions of the above mentioned Act.

5. Relationship to Parent Awards

This agreement is intended to be interpreted wholly in conjunction with, and is complementary to, the Building and Construction Industry Labourers On Site (State) Award and the Carpenters, Joiners and Bricklayers (State) Apprenticeship Award as varied over the life of the agreement.

The rates of pay, conditions, allowances and other matters pertaining to the employment relationship will follow the provisions of the parent awards with the exception of those matters that are set out in this agreement.

Where there is a conflict between the provision of this agreement and the parent awards, the provisions of this agreement shall prevail in the event of any inconsistencies.

6. Objectives

This Enterprise Agreement has the following objectives:

- a) Changing the way work is organised to enhance flexibility and improve the efficiency of Capitol Apartments' projects.
- b) Providing Employees with job satisfaction through the opportunity to learn and use new skills within the scope of Capitol Apartments' operations.
- c) Improving the competitiveness, viability and profitability of Capitol Apartments.
- d) Pursuing the implementation of Quality Assurance.
- e) Developing Consultative mechanisms between workforce and management to facilitate a free flow of information.
- f) Maintaining a high level of safety and improving this wherever possible.
- g) Developing more effective management practices, including site management and design of work practices.
- h) Securing long term job security for Employees of Capitol Apartments.

7. Commitment

The parties recognise that each has a responsibility to ensure the successful operation of this agreement. This will be achieved by:

- a) The genuine commitment of all of its Employees to ensure the viability and competitiveness of the Company.
- b) Effective consultation, which will provide the parties to this Agreement with the basis for developing stronger and more effective working arrangements.

8. Rostered Days Off (RDOs)

- a) Capitol Apartments shall observe the Industry Rostered Days Off (RDOs) as per the parent awards.
- b) The RDOs shall become flexi-days. There are thirteen (13) such days per year which can be taken by agreement between the parties to this Agreement, to best suit the needs of both the individual employees and Capital Apartments' projects, without the involvement of any other person or organisation.
- c) Provided that:
 - i) The prescribed industry RDOs may be worked where required and agreed to. Such work shall be paid as if a normal day and the Employee(s) involved shall be entitled to take their accrued RDOs as provided in ii) below.
 - ii) An Employee who is entitled to accrued RDOs under the provisions of i) above, may, where agreement is reached, bank up to a maximum of eighteen (18) RDOs, provided that all "banked" RDOs are taken within eighteen (18) months of the date of their original accrual, as requested by the Employee.
 - iii) Where Capitol Apartments and its Employee(s) agree, an alternative day may be substituted for the Industry Rostered Day Off.
- d) Capitol Apartments shall keep a record of the accrued RDOs of each Employee.
- e) Payment for time worked on RDOs will be made on the basis of the ordinary working hours and overtime provisions of the parent awards.
- f) In the event of termination of employment in accordance with the relevant clauses of the parent awards, all accrued RDOs will be included in the payment of monies due to the terminating Employee.

9. Recruitment

To help minimise misunderstandings and differences of interpretation, the parties agree to the following procedures:

- a) All prospective Employees must complete an Application Form and supply details of all trade certificates, permits and skills passports, etc.
- b) Once employment has been offered, employees may be obliged to undertake a pre-placement health test at Capitol Apartments' expense. The results of such tests will be strictly confidential and made available to both the Employee and the Company.
- c) All new Employees will undergo Company Induction.
- d) At the end of a four (4) week probationary period the Employee may be offered an ongoing position with Capitol Apartments. The decision to offer further permanent employment to a new Employee will be at the discretion of Capitol Apartments.

10. Sick Leave

The sick leave entitlements of each Employee party to this agreement will accrue on the same basis as that provided in the parent awards.


On the pay day following the first and subsequent anniversary of employment, Employees will be entitled to an amount for good attendance based on the amount of unused sick leave they would have been entitled to under this clause in that year.

11. Hours

The ordinary hours of work of Employees will be 38 (thirty eight) per week, as specified in the parent awards.

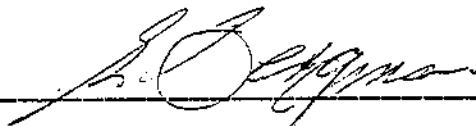
12. Signatories

Signed on behalf of CAPITOL APARTMENTS PTY LTD:



Date: 15/2/94

Witness:



Date: 15/2/94

Signed by Employees:

C. Deane

Date: 15.2.94

C. McDonald

Date: 15.2.94

S. Appleby

Date: 15.2.94

B. Edwards

Date: 15-2-94

B. Edwards

Date: 15.2.94

Witness:

B. Edwards

Date: 15/2/94