

# ENTERPRISE AGREEMENT

NO: E.A. 293 /1995

DATE REGISTERED: 18-8-95

PRICE: \$ 16-00

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# **The Total Building Maintenance, Newcastle Enterprise Agreement**

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## 1. **Title of Agreement**

This title of this agreement is the **Total Building Maintenance, Newcastle Enterprise Agreement.**

## 2. Definitions

"**Cleaner**" is defined as a person who is employed for the majority of his or her time in cleaning work of any description. This includes the maintenance of premises in a clean condition.

"**Casual Employee**" is defined as an employee who is engaged and paid as such and does not work a constant number of ordinary hours per week.

"**Night Shift**" is defined as any shift finishing after midnight and at or before 8:00 am.

"**Day Shift**" is defined as any shift finishing before midnight and commencing after 6:00am.

"**Week**" is defined as the average number hours worked by an individual employee in a seven day period, Monday to Sunday.

"**The Act**" means the Industrial Relations Act 1991.

## 3. Parties to the Agreement

The enterprise agreement is made in accordance with the provision of sections 115 - 145 of the Industrial Relations Act 1991. The parties to this enterprise agreement are **Troydam Pty Ltd trading as Total Building Maintenance, Newcastle** (ACN: 005 393 336) and its employees.

## 4. The Enterprise

The Enterprise for which the agreement was made is **Troydam Pty Ltd trading as Total Building Maintenance, Newcastle of 152 Prinetown Street, Adamstown Heights NSW** at the following locations:

**Woolworths, Mayfield**

**Woolworths, Kotara.**

## 5. Intention

This agreement shall only apply to employees in the classification of **casual Day and Night Shift Cleaners** as defined by the **Cleaning Contractors' (State) Award**.

## 6. Incidence

The agreement shall regulate totally the terms and conditions of employment previously regulated by the **Cleaning Contractors' (State) Award**.

**7. Hours**

Ordinary hours of employment shall not exceed 38 hours per week, Monday to Sunday.

**8. Wages**

The minimum rates of pay for employees under this agreement are set out in the table below:

<b>Classification</b>	<b>Hourly Rate</b>
Night Shift Cleaner	15.15 (+ 1.26 h/p)
Day Shift Cleaner	13.60 + (1.13 h/p)

As provided by s. 122 of the Act, the hourly rate under this agreement will be not less than the rate which would have otherwise been applicable from time to time for the employee under the Cleaning Contractors' (State) Award if this agreement had not been made.

**9. Toilet Cleaning Allowance**

On day shifts where a majority of the shift is spent cleaning toilets, the cleaner will be paid an allowance of \$1.54 per shift.

**10. Overtime**

All overtime will be paid at appropriate rate contained in clause 8, Wages.

**11. Weekend Work**

All work performed on Saturday and Sunday shall be voluntary and paid at the appropriate rate contained in clause 8, Wages.

Refusal to work weekend rosters will in no way jeopardise an employee's continued employment.

**12. Holidays**

All work performed on public holidays will be paid at the appropriate rate contained in clause 8, Wages, plus an allowance of \$2.00 per hour.

**13. Annual Leave**

In addition to the 1/12th holiday pay included in the hourly rate, unpaid leave will be available to casual employees who regularly work more than 10 hours per week. This will be on a pro rata basis.

For example, if an employee regularly works 10 hours per week during the year, they will be entitled to 40 hours unpaid leave.

The Employers require that reasonable notice is to be given for any leave applications by the employee.

**14. Sick Leave**

All employees will be entitled to 1 week's sick leave for each year of service. This leave does not accumulate from year to year.

Paid sick leave will not be granted without the provision of a medical certificate.

For example, if an employee regularly works 10 hours per week during the year, they will be entitled to 10 hours sick leave.

**15. Termination of Employment**

The employment of casual employees may be terminated by one hour's notice and the casual employee will be paid all monies due immediately upon the termination of employment.

The employer may dismiss an employee at any time for serious misconduct and wilful disobedience and will be liable for payment up to the time of dismissal.

**16. Payment of Wages**

Wages will be paid fortnightly and will be by electronic funds transfer into an account nominated by the employee on Thursdays.

**17. Workers Compensation**

Workers Compensation will be as provided by the Workers Compensation Act 1987.

**18. Occupational Health and Safety**

Occupational Health and Safety will be as provided by the Occupational Health and Safety Act 1983.

**19. Anti-Discrimination**

Anti-Discrimination will be as provided by the Anti- Discrimination Act 1977.

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**19. Disputes and Grievance Procedures**

The following procedure covers both individual and collective grievances. The following stages are aimed to resolve problems that arise as close to the source as possible.

1. Employee notifies the employer (in writing or otherwise) outlining:
  - the substance of the grievance;
  - requesting a meeting with the employer; and
  - stating the remedy sought.
2. Discussion(s) are held between employee (and representative) and first line employer.

*If the matter is not resolved*

3. It will be referred to a mutually agreeable third party for mediation.

*If the matter is not resolved*

4. It will be referred to the NSW Industrial Relations Commission

**20. Term**

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 provided by the Act.

**21. Duress**

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

**22. Signatories to the Agreement**

Signed for and on behalf of Troydam Pty Ltd trading as Total Building Maintenance, Newcastle.

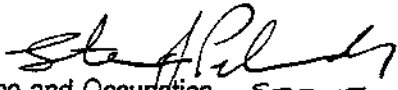
Signature *[Handwritten Signature]*  
Printed Name and Occupation *Simon Street / Director*  
Date *23.5.95*


Signature *[Handwritten Signature]*  
Printed Name and Occupation *Glen Street / Chairman*  
Date *23.5.95*

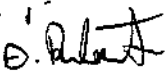


and,


Signed by *M. Russell*  
Signature *[Handwritten Signature]*  
Printed Name and Occupation  
Date *23/5/95*

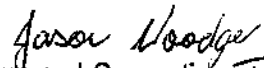
Signature   
Printed Name and Occupation STEVE PEBERDY  
Date 23.5.95


Signed by  
Signature   
Printed Name and Occupation NEAL MILNE - CLEANER  
Date 23-5-95

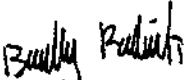
Signed by  
Signature   
Printed Name and Occupation DALE ROBERTSON CLEANER  
Date 23/5/95

Signed by  
Signature   
Printed Name and Occupation Craig Dunning Cleaner  
Date 23/5/95

Signed by  
Signature   
Printed Name and Occupation Christian Martin Wallace  
Date 23/5/95 Night Cleaner

Signed by  
Signature   
Printed Name and Occupation JASON WOODGER (Night Cleaner)  
Date 23/5/95

Signed by  
Signature   
Printed Name and Occupation NEIL STONE (Night Cleaner)  
Date 23/5/95

Signed by  
Signature   
Printed Name and Occupation BRAD RODERICK (Night Cleaner)  
Date 23/5/95

Signed by  
Signature



Signed by *Juianne Cook*  
Signature *SUSANNE COOK - CLEANER*  
Printed Name and Occupation  
Date 23-5-95

Signed by *Laven Kilroy*  
Signature *KAREN KILROY - CLEANER*  
Printed Name and Occupation  
Date 23-5-95

Signed by *Elizabeth Edwards*  
Signature *Elizabeth Edwards - Cleaner*  
Printed Name and Occupation  
Date 23-5-95

Signed by *L Kelly*  
Signature *Leigh Kelly - Cleaner*  
Printed Name and Occupation  
Date 23-5-95

Signed by *R. Hinchey*  
Signature *RHONDA HINCHEY - Cleaner*  
Printed Name and Occupation  
Date 23-5-95

Signed by  
Signature  
Printed Name and Occupation  
Date

Signed by  
Signature  
Printed Name and Occupation  
Date

Signed by  
Signature  
Printed Name and Occupation  
Date

Signed by