

ENTERPRISE AGREEMENT

NO: E.A. 333 /1995

DATE REGISTERED: 25-9-95

PRICE: \$ 24 - 00

ENTERPRISE AGREEMENT

BETWEEN

WORKFORCE

AND

MANAGEMENT

OF

DOWDON EXCAVATIONS PTY.
LTD.

1.0 TITLE

This Agreement will be known as The Dowdon Excavations Pty. Ltd. Enterprise Agreement 1995 and shall be processed as a certified agreement pursuant to the provisions of Section 126 of the New South Wales Industrial Relations Act 1991.

2.0 APPLICATION AND SCOPE

This Agreement shall be between Dowdon Excavations Pty. Ltd and its employees and apply at various workplaces/building sites of Dowdon Excavations Pty. Ltd. located at No. 2 Edgbastion Street, New South Wales and from which the enterprise is conducted. It is applicable only to direct employees of Dowdon Ecavations Pty. Ltd. engaged in demolition, excavation and associated works.

The parties to this Agreement declare that this Agreement was not entered into under duress by either party.

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

3.0 PERIOD OF OPERATION

This Agreement shall operate from date of registration and shall remain in force for a period of two (2) years. This Agreement can only be terminated in the manner prescribed in Section 124 of the New South Wales Industrial Relations Act 1991. Three months prior to the date of expiration of this Agreement negotiations will commence to consider either extending this Agreement or formulating a new Agreement.

4:0 AIMS

The aims of this Agreement are:

- *To identify the advantages available through working co-operatively;
- *To increase job satisfaction and quality of life of the Company's employees;
- *To increase the competitiveness of the Company by continuously improving the efficiency, productivity, safety and quality of production;
- *To develop a shared vision and shared decision process through consultation and participation;
- *To develop adaptable, committed, highly skilled employees;
- *To ensure that the Company remains solvent.

5.0 OBJECTIVES

The objectives of this Agreement are:

- *To eliminate, as far as practical, barriers to efficiency and productivity within the Company;
- *To create a better working environment for all of the the Company's employees;
- *Improve job security and employability for employees;
- *Provide high standards of occupational health and safety;
- *Ensure strict adherence to this Agreement ;
- *Eliminate lost time.

6.0 COMMITMENT

The parties to this Agreement are committed to ensuring that:

- * The terms and conditions of this Agreement lead to real gains in productivity and workplace efficiencies, without reduction to health and safety standards;
- * The Dispute Avoidance and Settlement Procedures provided for in this Agreement are rigorously applied and enforced.

Payment for lost time will not be claimed or paid other than as described in Clause 10.

7.0 CONTRACT OF EMPLOYMENT

All employees covered by this Agreement other than casuals shall, whilst ever performing work covered by this Agreement, be engaged on a weekly contract of employment. Casual employees shall be paid the appropriate rate of pay for work being performed plus twenty per cent calculated to the nearest half cent with a minimum payment on any one day of four hours.

It is agreed between the parties that overtime rates will only be paid to casual employees when they work in excess of thirty eight (38) hours in a regular working week as described in Clause 8.0 - Hours of Work.

Employment, except in the case of casual employees, shall be terminated by a week's notice being given by either party at any time during the week or by the payment or forfeiture, as the case may be, of the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated.

Where an employee has given or has been given notice of termination of employment he or she shall continue in his or her employment until the date of expiration of such notice. Any employee who, having given or been given such notice without reasonable cause (proof of which shall lie on him or her) absents himself or herself from work during such period shall be deemed to have abandoned employment and shall not be entitled to payment for work done within that period.

8.0 HOURS OF WORK

In recognition that, in general, the hours worked by individuals in the building/construction industry are not consistent with the objectives of maintaining high productivity or a high quality of life, the parties to this Agreement have agreed to adopt a more innovative and flexible working arrangement.

i) ORDINARY HOURS

Ordinary hours of work shall be thirty eight (38) per week worked Monday to Friday and worked between the hours of 6:00am. and 6:00pm. However, when daylight saving applies ordinary hours may commence at times agreed between Management and the majority of its employees.

Ordinary hours shall be worked as a nineteen (19) day four (4) week cycle of eight (8) hours each Monday to Friday inclusive with the first twenty four (24) minutes (0.4) hours of each day worked accruing as an entitlement to take on the fourth Monday in each cycle as a day off paid as though worked and to be known as a Rostered Day Off.

It is a term of this Agreement that the Company will be able to utilise increased flexibility on Rostered Days Off by employees having their Rostered Day Off on an agreed day on or after the designated industry Rostered Day Off.

By agreement between the parties employees may accrue up to five(5) Rostered Days Off in any one (1) year and unless otherwise agreed such time accrued will be taken at the Christmas break each year.

Employees engaged on shift work where the normal ceasing time is later than 6.00pm. but prior to 6.00am. shall receive an additional loading/ allowance of fifty per centum (50%) of the ordinary time rate applying to the employee's classification level.

9.0 WAGE RATE STRUCTURE

In order to maximise productivity at the workplace, the parties have agreed to implement the wage rate structure detailed below. The rates of pay applicable to employees from the signing of this Agreement are;-

Group 3 Labourer	\$12.37
Leading Hand (2-5) Group 3 Labourer	\$13.38

The above base rates are paid rates and incorporate all award, over award and non award payments which might otherwise might be payable, but do not incorporate the special allowance, additional allowances and special rates referred to in sub clauses (i) and (ii)

(i) SPECIAL ALLOWANCE

For other than those allowances described in sub clause (ii) a special allowance of \$2.60 per man hour worked shall be paid to all employees in lieu of all allowances and special rates contained in the Building and Construction Industry Labourers On Site (State) Award.

No other allowances or special rates contained in the Building and Construction Industry Labourers On Site (State) Award or Industry Agreements will have any application to Company employees.

(ii) ADDITIONAL ALLOWANCES

In addition to the Wage Rates and the Special Allowance payment provided for in this Agreement the following allowances will be paid, where applicable, in accordance with the provisions contained in the Building and Construction Industry Labourers On Site (State) Award.

*Living Away From Home Allowance;

*Excess Fares and Travelling.

(iii) ALTERATION OF WAGE RATES DURING THE TERM OF AGREEMENT

Wage Rates will be adjusted during the term of this Agreement in accordance with relative movements in the Building and Construction Industry Labourers On Site (State) Award.

(iv) ALTERATION OF ADDITIONAL ALLOWANCES DURING THE TERM OF AGREEMENT

Additional Allowances provided for in this clause shall be taken to include alterations made from time to time to reflect variations in the Building and Construction Industry Labourers On Site (State) Award. Any issues concerning the level of allowances payable from time to time will be resolved strictly in accordance with the Dispute Avoidance and Settlement Procedure outlined in Clause 13 of this Agreement.

10.0 INCLEMENT WEATHER

As all employees are engaged under a weekly contract of employment they will be required to remain on site for all ordinary hours of work unless directed otherwise by Management. There is no longer a thirty two (32) hour per four(4) week limit on paid inclement weather time or an automatic right to leave site during periods of inclement weather. No employee will be required to work in conditions considered unsafe or unreasonable.

11.0 CONSULTATIVE COMMITTEE

It is agreed that a Consultative Committee comprising representatives from Management and workforce, in equal numbers, will be established and maintained.

The purpose of this committee will be to:

- *Facilitate the implementation of the terms of this Agreement;
- *Facilitate the implementation of Workplace Reform through consultation and participation;.
- *Act as a forum for expression of employee ideas;
- *Assist in the implementation of the Company Occupational Health and Safety Programmes.

The Committee will meet on a regular basis to discuss relevant issues and will not be greater than four (4) in number.

12.0 SICK LEAVE

An employee other than a casual employee who is absent from his/her work because of personal illness shall be entitled to sick leave credits as follows:-

- * During the first year of employment an employee will be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of his/her first year of employment.
- * During the second and each subsequent year of service an employee will become entitled to additional sick leave credits to a maximum of ten (10) days;
- * Sick leave credits not taken will accumulate from year to year.

13.0 DISPUTE AVOIDANCE AND SETTLEMENT PROCEDURE

The parties recognise that one of the aims of this Agreement is to eliminate lost time in the event of a dispute and to achieve prompt resolution. Fundamental to this is the principle that disputes must be resolved as close to the source of the dispute as possible without undue influence being exerted from outside sources. In the first instance an employee shall submit a request concerning an industrial issue to the employee's immediate Foreman/Supervisor. If the matter cannot be resolved at this stage then the following procedure shall be applied:-

- * The employee and Workforce Representative(s) shall submit the issue to the immediate Foreman/Supervisor;
- * If not settled at this stage the matter will be referred to the Consultative Committee.

Swinter
M. Bance *B. King* *Adams*

- * If the dispute still exists after the aforementioned processes have been carried out, then the matter shall be referred to the Commission for determination. The decision of the Commission will be accepted by all parties subject to legal rights of appeal.

Whilst the above procedures are being followed work shall continue as it was prior to the dispute. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

14.0 PROCEDURE FOR SETTLING DISAGREEMENTS OVER SAFETY ISSUES

Where a safety problem exists work shall cease only in the affected area. Work shall continue elsewhere unless access to safe working areas is unsafe. However, any problem of access shall be immediately rectified and employees will use any alternate safe access to such safe working areas whilst the usual access is being rectified.

Should the whole site be in dispute on the basis that the whole site is thought to be unsafe, a Workcover Inspector shall be immediately called. Pending the arrival of a Workcover Inspector the following procedures shall apply:-

- * Workers shall not leave the site but shall remain in the sheds.
- * Immediate inspections of the disputed areas involving both Employer and Employee safety representatives shall take place shall identify what safety rectification needs to take place in the disputed areas.
- * All workers who can be gainfully employed shall immediately rectify that which needs to be rectified.

- * Management will nominate in order of priority the areas to be inspected by safety representatives as rectification work is completed. Upon verification that rectification work has been completed productive work will resume. Such resumption of work shall take place in stages as each area has been cleared.
- * Any disagreements between Company and workforce safety representatives shall be determined by the recommendation of a Workcover Inspector.

15.0 STATUTORY COMPLIANCE

The parties to this Agreement acknowledge that they must comply to the provisions of the following Acts when/where applicable/required :

- * Annual Holidays Act, 1944;
- * Employment Protection Act, 1982 ;
- * Essential Services Act, 1988;
- * Industrial and Commercial Training Act, 1989;
- * Long Service Leave Act, 1955;
- * Occupational Health and Safety Act, 1983; and
- * Workers Compensation Act, 1987.

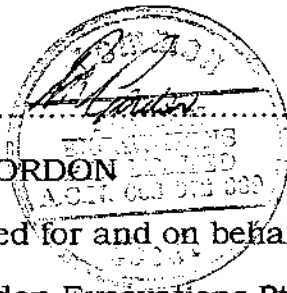
16.0 SUPERANNUATION

It is agreed that superannuation contributions shall be paid, at the rate of forty dollars (\$40.00) per week, into the Construction and Building Superannuation Scheme (C+BUS) by the Company for each employee covered by this Agreement.

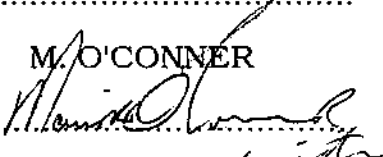
17.0 NO FURTHER CLAIMS

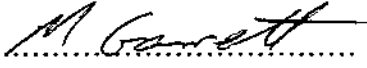
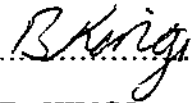
It is agreed between the parties that no further claims shall be made on the Company during the currency of this Agreement.

SIGNATORIES

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R. GORDON
Signed for and on behalf of
Dowdon Excavations Pty. Ltd.


.....
A. DOWLING

.....
M. O'CONNOR

F. WINTER


.....
M. GARRETT

.....
B. KINGI

Signed by members of the
Workforce.