

ENTERPRISE AGREEMENT

NO: E.A. 343 /1995

DATE REGISTERED: 3-10-95

PRICE: \$ 14-00

CAPITOL APARTMENTS'
ENTERPRISE AGREEMENT

-The Management
and
The Workforce-

AUGUST, 1995

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 28 July 1995 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 work sites of CAPITOL APARTMENTS PTY LTD, in all the occupations covered by the Building and Construction Industry Labourers On Site (State) 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, 1995.

3. Duress

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

4. Term

This Agreement shall operate from the date of its registration and shall remain in force for 3(three) years unless varied or terminated earlier by the provisions of the above mentioned Act.

5. Relationship to Parent Award

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 Building and Construction Industry Labourers On Site 1994 Wages Adjustment (State) 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 Award with the exception of those matters that are set out in this Agreement.

Where there is a conflict between the provisions of this Agreement and the Parent Award, the provisions of this Agreement shall prevail in the event of any inconsistencies.

6. Objectives

This Enterprise Agreement has the objectives of:

- a) Ensuring ongoing flexibility in the organisation of work to maintain the efficiency of Capitol Apartments' projects.
- b) Providing Employees with the opportunity to learn and use new skills within the scope of Capitol Apartments' operations.
- c) Maintaining the competitiveness, viability and profitability of Capitol Apartments.
- d) Maintaining effective use of the company's Quality Assurance system.
- e) Continuing the consultative mechanisms between workforce and management, which facilitate a free flow of information.
- f) Maintaining the highest level of safety on all of the company's projects.
- g) Implementing 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 through:

- a) The ongoing commitment of all of its Employees to the viability and competitiveness of the Company.
- b) Effective consultation which will continue to provide the parties to this Agreement with the basis for strong and efficient working arrangements.

8. Rostered Days Off (RDOs)

- a) Capitol Apartments shall observe the Industry Rostered Days Off (RDOs) as provided in the Parent Award.
- b) The RDOs shall become flexi-days. There are thirteen (13) such days per year which can be taken by as flexi-days by agreement between the parties to this Agreement. Flexi-days will be implemented to best suit the needs of both the individual employees and Capital Apartments' projects, without the involvement of any other person or organisation.
- (c) Flexi-days will be implemented when the work program requires sites to remain open on industry scheduled RDOs through the following two options:
 - (i) management and employees will either agree to "banking" of the scheduled RDO, or
 - (ii) will jointly decide on an alternate date in the same four week cycle
- (d) Payment for time worked on RDOs will be made on the basis of the ordinary working hours for the first eight hours and, thereafter, in accordance with the overtime provisions of the Parent Award.
- (e) An Employee who accrues RDOs under the provisions of (c) will be entitled to "bank" up to a maximum of thirteen (13) RDOs in each of the three consecutive twelve months periods of this Agreement.
- (f) Capitol Apartments shall keep a record of the accrued RDOs of each Employee.
- (g) Employees can either take the "banked" RDOs off as paid leave during each of the twelve months periods by agreement with management, or will be paid out for the balance of the accrued RDOs in the last pay week of each of the twelve months of this Agreement's operation.
- (h) Any accrued RDOs not taken by the termination date of this Agreement will be paid out to employees who have accrued them in the last pay week before the Agreement's termination.
- (i) Any employee who's employment terminates with the company for any reason will be paid the balance of their accrued RDOs at the time of the termination.

- (j) Payment for accrued RDOs will be for 7.6 hours for each accrued day, at ordinary rates of pay.

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 Award.


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 Award.

12. Signatories

Signed on behalf of CAPITOL APARTMENTS PTY LTD:



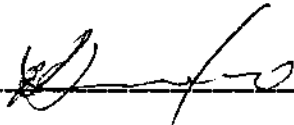
Date: 31/7/95

Witness:

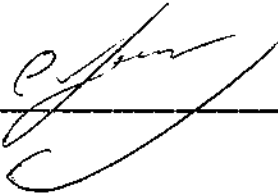


Date: 31/7/95


Signed by Employees:

D. GEFRAKITIS 

Date: 27 7-95

CHRIS LEARY 

Date: 24-7-95

BRIAN FOWARDS 

Date: 27/7/95

2000

GRANT SPICE *Grant Sp*

Date: 27-7-95

Witness:

Quintana

Date: 27.7.95