

ENTERPRISE AGREEMENT

NO: E.A. 349 /1995

DATE REGISTERED: 11-10-95

PRICE: \$ 16-00

# The Sheridan Maintenance P/L Casual Labourers' Enterprise Agreement

## 1. Title of Agreement

This agreement shall be known as the Sheridan Maintenance Pty Ltd Casual Labourers' Enterprise Agreement.

## 2. Parties to the Agreement

The enterprise agreement is made in accordance with the provisions of sections 115 - 142 of the Industrial Relations Act 1991. The parties to this enterprise agreement are Sheridan Maintenance Pty Ltd and the employees of Sheridan Maintenance Pty Limited

## 3. The Enterprise

The Enterprise for which the agreement is made is Sheridan Maintenance Pty Limited of 160 Commercial Road, Vineyard 2765.

## 4. Trades or Occupations

The occupation covered by this agreement is Casual Labourer

## 5. Intention

This agreement shall only apply to employees in the occupation of Casual Labourer "and at the various sites within the State Rail network in the Sydney Metropolitan area where Sheridan Maintenance have been contracted to supply labouring services".

## 6. Incidence

The agreement shall regulate **totally** the terms and conditions of employment previously regulated by the General Construction and Maintenance Civil and Mechanical Engineering (State) Award with the exception of sick leave.

## 7. Term

This agreement shall operate from the date of registration and shall remain in force for a period of **24 months** unless varied or terminated earlier by the provisions provided by the Act.

## 8. Definitions

### Casual Employees:

Casual employees shall mean employees engaged on an hourly basis and working less than 38 hours per week.

**Labourer:**

A labourer is a person engaged in the following duties and formerly classified as a Construction Worker Grade 2 under the General Construction and Maintenance, Civil and Mechanical Engineering & c (State) Award, Sleeper Removal & Associated Works.

**9. Hours of employment**

Ordinary hours of employment shall not exceed 38 hours per week and may be worked on any day of the week.

**10. Wages**

- (i) The minimum rate of pay for a casual labourer shall be \$17.00 per hour.
- (ii) The abovementioned casual rate is inclusive of 1/12th to cover annual holiday payment.

**11. Overtime**

All overtime will be paid at ordinary time rate contained in clause 10, Wages.

**12. Meal Break**

No employee shall work more than five hours without a 30 minute meal break.

**13. Termination**

Casual employees shall have their employment terminated by one hour' notice on either side given at any time during the week or by the payment of forfeiture of an hour' wages in lieu of notice.

**14. Entitlements under Acts**

The provisions of the Long Service Leave Act 1955, the Occupational Health and Safety Act 1983, the Workers Compensation Act 1987 and the Superannuation Guarantee (Administration) Act 1992 are applicable to employees covered by this agreement.

**15. 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

**16. Duress**

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

**17. Signatories to the Agreement**

**Signed for and on behalf of Sheridan Maintenance Pty Limited**

Signed by S. Pol

Printed Name and Occupation Director

Witness M. P. H.

Date 22-6-95

**and,**

**Employees**

Signed by B. Dittmer

Printed Name and Occupation Bruce Dittmer  
Casual labourer

Witness M. P. H.

Date 22.6.95

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Signed for and on behalf of Sheridan Maintenance Pty Limited

Signed by S. J. D.

Printed Name and Occupation Director

Witness M. M. M.

Date 22/6/95

**and,**

**Employees**

Signed by M. M. M.

Printed Name and Occupation Mark McGavin Labourer

Witness D. J. J.

Date 22/6/95

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**Signed for and on behalf of Sheridan Maintenance Pty Limited**

Signed by S. Loh

Printed Name and Occupation Director

Witness M/M

Date 22/6/95

**and,**

**Employees**

Signed by [Signature]

Printed Name and Occupation David STEGL

Witness M/M

Date 22/6/95

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**Signed for and on behalf of Sheridan Maintenance Pty Limited**

Signed by ..... *L. Hol.* .....

Printed Name and Occupation ..... *Director* .....

Witness ..... *[Signature]* .....

Date ..... *22-6-95* .....

**and,**

**Employees**

Signed by ..... *Daniel Betty* .....

Printed Name and Occupation ..... *Daniel Betty* ..... *labourer* .....

Witness ..... *[Signature]* .....

Date ..... *22-6-95* .....

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**Signed for and on behalf of Sheridan Maintenance Pty Limited**

Signed by L. Hill

Printed Name and Occupation Director

Witness M/M

Date 22-6-95

**and,**

**Employees**

Signed by G. Mitchell

Printed Name and Occupation Grant Mitchell ~~Labourer~~ Labourer

Witness M/M

Date ~~22-6-95~~ 22/6/95



