

ENTERPRISE AGREEMENT

NO: E.A. 428 /1995

DATE REGISTERED: 19-12-95

PRICE: \$ 12-00

**The Total Building
Maintenance, Newcastle
Enterprise Agreement No 2**

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1. Title of Agreement

This title of this agreement is the **Total Building Maintenance, Newcastle Enterprise Agreement No. 2.**

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.

"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 ~~Princeton~~ ^{Princeton} Street, Adamstown Heights NSW at the following locations:

1. Newcastle Harness Racing Club
2. Newcastle Jockey Club (Broadmeadow Racecourse)
3. Civic Video Plaza
4. Legal & General Building
5. Queens Wharf (all Council Jobs)
6. Festival Stores
7. Coal River Chambers

5. Intention

This agreement shall only apply to employees in the classification of **casual Cleaners**.

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. There is no minimum period of engagement per shift.

8. Wages

The minimum rates of pay for casual employees under this agreement is at the rate of \$13.60 per hour (plus \$1.13 holiday pay).

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. Allowances

Toilet cleaning allowance will only be paid if all the shift is spent cleaning toilets. There is no allowance for travelling from one cleaning location to another.

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.

12. Holidays

All work performed on the following public holidays will be paid at the appropriate rate contained in clause 8, Wages, plus an allowance of \$2.00 per hour: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and all gazetted public holidays observed throughout the State.

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.

20. 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

21. 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.

22. Duress

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

23. Signatories to the Agreement

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

x Signature
Printed Name and Occupation
Date

J. Horner

x Signature
Printed Name and Occupation
Date

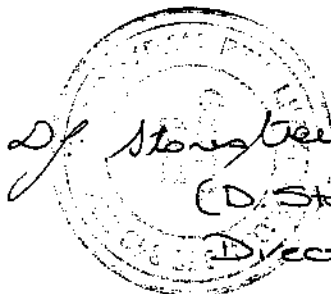
J. Horner

and,

Signature Printed Name and Occupation Date

x	<i>J. Horner</i>	Jaqueline Horner (Cleaner)	15.11.95
	<i>D.M. Lane</i>	Dona Lane (cleaner)	15.11.95
	<i>L.M. Freeman. (h.M. Carney)</i>	Lyn Freeman /Nee Carney (Cleaner)	15.11.95.

D. Stonestreet
(D. Stonestreet)
Director



15.11.95.