

ENTERPRISE AGREEMENT

NO: E.A. 94 /1995

DATE REGISTERED: 16.3.95

PRICE: \$ 10.00



**C.B.D. INTERIORS PTY LTD
WORKFORCE
ENTERPRISE AGREEMENT**

*1 Larkin Street, Camperdown, N.S.W. 2050
Telephones: (02) 550-4084, Mobile: (018) 256-079 or (018) 230-696
Facsimile: (02) 519-6349
A.C.N. 056 754 002*



THE AGREEMENT

The purpose of this agreement is to deliver the highest goods and services level possible whilst maintaining a rewarding and fulfilling working environment for all concerned.

It allows for multi-skilling in all areas, to eliminate drudgery or staleness within individual tasks. All employees will be able to attend courses for job improvement relating to site requirements (e.g. explosive tools, first aid, scaffolding, safety and hoist drivers). One consolidated allowance will apply to cover these skills.

In the fiercely competitive market place, as a result of this agreement, C.B.D. Interiors P. Limited will be a more efficient and flexible company, enabling it to be cost effective and provide a top quality product to its Clients to the benefit of both the company and its employees.

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 between C.B.D. Interiors Pty Limited of 1 Larkin Street, Camperdown NSW 2050 of the one part, and Nathan Coleman (Joiner), Joe Ugarkovic (Painter), Zdenko Tonc (Carpenter), Zeljko Raguz (Carpenter), Niko Maric (Carpenter), Ivan Riger (Carpenter), Charlie Pavic (Carpenter), Zane O'Brien (Gyprocker), Bronko Gavric (Gyprocker), Dragan Pazin (Gyprocker), Greg Bourchas (Trades Assistant), Ivan Fogadic (Trades Assistant) of the other part.

It is agreed by the parties as follows:

TITLE OF AGREEMENT:

This agreement shall be known as the C.B.D. Interiors Pty Limited Workforce Enterprise Agreement.

C.B.D. Interiors P/L's Workforce Enterprise Agreement

2. INTENTION:

This agreement shall only apply to employees engaged in the building and construction industry, operating at and from 1 Larkin Street, Camperdown, Sydney.

3. DURESS:

This agreement was developed and entered into, with neither pressure, threats or duress by either party to it.

4. INCIDENCE:

The agreement shall regulate partially the terms and conditions of employment previously regulated by the Building Tradesman (State) Construction and Building and Construction Industry Labourers On Site Construction (State) awards.

Award basic weekly wage;

			<u>Week Rate</u>
-	Carpenter/Joiner rate	\$12.64 x 38 hours =	\$480.32
	Travel Allowance	\$10.70 x 5 =	\$53.50
	Tool Allowance	\$8.00 x 1 =	\$8.00
	4 weeks holiday pay + 17.5% loading	=	\$47.00
			<u>\$588.82</u>
	\$588.82 ÷ 38 hours	<u>Hourly Rate</u>	<u>\$15.50</u>
-	Labourer rate	\$11.68 x 38 hours =	\$444.00
	Travel Allowance	\$10.70 x 5 =	\$53.50
	4 weeks holiday pay + 17.5% loading	=	\$44.00
			<u>\$541.50</u>
	\$541.50 ÷ 38 hours	<u>Hourly Rate</u>	<u>\$14.25</u>

[Handwritten signatures and initials: J.P.W., I.R., T.Z., B.G., G.B., D.P.]

C.B.D. Interiors P/L's Workforce Enterprise Agreement

This agreement shall have a nominated term of 3 years from, the date of registration.

Tradesmen will be paid at least the minimum flat rate of \$18.00. Labourer/Trades Assistant will be paid at least the minimum flat rate of \$16.00.

These rates will increase by 2.5% every six months from the date of ratification. Further personal increases may be negotiated above the agreed minimum rate.

Normal work is to commence at 7.00 a.m. The ordinary hours of work shall be 38 hours per week.

Overtime or penalty rates will be at the flat rate.

Employees may work through breaks to leave early without penalty.

Rostered days off may be worked and will be paid as a normal work day. Public holidays shall be as gazetted, by the New South Wales State Government and will be paid at a flat rate.

C.B.D. Interiors Pty Limited will pay one week sick leave (non-accumulative annually) at the new rate applicable.

Annual leave loading is included in the new rate.

Long service leave shall be as provided, in the Long Service Leave Act 1955.

Superannuation shall be as required, by the Superannuation Guarantee Legislation.

Workers compensation will be paid as per the award. Redundancy will be paid as per the award rate.

The opportunity will be given to any employee to further enhance their skills by job diversification.

Special skills allowance of \$1.00 per hour to be paid to those eligible.



A productivity bonus will be paid annually, pro-rata per employee, depending on the number of weeks worked.

All future employees of C.B.D. Interiors Pty Limited will be employed under the enterprise agreement.

Theft, assaults, fighting or violence will not be tolerated and may lead to instant dismissal.

In the event of any breakdown in harmonious employee relations, should an employee or employees have a dispute or grievance the following course of action is to be instigated to resolve the problem:

- 1) Employee notifies Management as to the substance of the grievance, requesting a meeting and stating the remedy sought.
- 2) Discussion held between employee (and representative) and the Site Controller where dispute arose.

If the matter not resolved at the conclusion of the discussion, C.B.D. Interiors Pty Limited must provide a response to the employee's grievance, including reasons for not implementing any proposed remedy.

The employee may be represented by an industrial union. In a dispute between employers and their employees, each party may be represented by their respective industrial organisations.

If the matter not resolved;

- 3) Employee (and representative) confers with senior manager.

If the matter not resolved;

- 4) Joint meeting with more senior management representative.

If the matter not resolved;

- 5) Referral to a mutually agreeable third party for mediation.

If the matter not resolved;

- 6) Referral to the Industrial Relations Commission.



The procedures require:

Reasonable time limits to be set for discussion at each stage.

Normal work to continue while the procedure is being followed.

[Signature]
ON BEHALF OF
C.B.D. INTERIORS PTY LIMITED

DATE

B. GAURIC
EMPLOYEE

x *[Signature]*
SIGNATURE

C. PAVIC
EMPLOYEE

[Signature]
SIGNATURE

Z. O'BRIEN
EMPLOYEE

[Signature]
SIGNATURE

[Signature]
EMPLOYEE

SIGNATURE

IVAN FOGADIC
EMPLOYEE

[Signature]
SIGNATURE

ZDEUKO TONC
EMPLOYEE

[Signature]
SIGNATURE

NATHAN COLEMAN
EMPLOYEE

[Signature]
SIGNATURE

GREG BOURCHAS
EMPLOYEE

[Signature]
SIGNATURE

ZELJKO RAGUZ
EMPLOYEE

[Signature]
SIGNATURE

DRAGO PAZIN
EMPLOYEE

DRAGO PAZIN
SIGNATURE

JOE UGAROVIC
EMPLOYEE

[Signature]
SIGNATURE

NIKO MARIC
EMPLOYEE

[Signature]
SIGNATURE

EMPLOYEE

SIGNATURE