

ENTERPRISE AGREEMENT

NO: E.A. 138 /1996

DATE REGISTERED: 22-5-96

PRICE: \$ 14-00

ENTERPRISE AGREEMENT

15 JANUARY 1996

1. TITLE

This agreement shall be known as the AFFORDABLE CHASING ENTERPRISE AGREEMENT 1996.

2. PARTIES TO THE AGREEMENT

The parties to this agreement are Lindsay Dawes trading as Affordable Chasing (hereinafter referred to as Affordable Chasing) and all employees of Affordable Chasing engaged as Grade 3 Builders Labourer pursuant to the Building and Construction Industries Labour on Site (State) Award (hereinafter referred to as the Award).

3. INTRODUCTION AND OBJECTIVES

Affordable Chasing is committed to using its best endeavours to promote the welfare and wellbeing of all its employees. The employees will at all times respect the welfare and wellbeing of Affordable Chasing and at all times work towards the best interests of it. The parties are therefore committed to all the following objectives:

- To ensure customer satisfaction in the provision of services.
- Increasing the competitiveness, productivity, efficiency and flexibility of Affordable Chasing and its workforce.
- Creating a co-operative, safe and productive environment and adaptable management and work practices.
- Continuing the development of more flexible, efficient and adaptable management and work practices.
- Establishing and developing better and more effective communication and consultation between Affordable Chasing and employees.
- To foster a commitment to Affordable Chasings Quality Assurance system.
- Improving job security and the working environment.
- To provide the use of the full range of skills and knowledge held by employees.
- To substantially reduce and eventually eliminate lost time.

4. TERMS OF AGREEMENT

This agreement shall take effect from the first full pay period on or after the date of registration and shall remain in force for a period of three years.

5. INCIDENCE

- 5.1 The agreement shall regulate partially the terms and conditions previously regulated by the Award. This agreement is to be read in conjunction with the Award, as at the date of ratification, however, in the event of any inconsistency between this agreement and the Award, the provisions of this agreement shall prevail.
- 5.2 Affordable Chasing is a Builders Labourer Contractor Group 3 and as such is continually tendering and/or negotiating for work. It is the express agreement and understanding of the parties that this Agreement will apply to all Builders Labouring work undertaken and will apply to all employees working at and/or deployed from Affordable Chasing's office at 34 Brookvale Avenue, Brookvale and also applies when the employees travel or are deployed from this office to any other place in order to perform builders labourers work.

6. DURESS

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

7. HOURS OF WORK

- 7.1 The ordinary hours of work, exclusive of meal times shall be an average of 38 hours per week worked on the basis of 152 hours within a consecutive 28 day work cycle.
- 7.2 The ordinary hours of work shall be between 6.00 am and 6.00 pm and may be worked on any day or all of the days, Monday to Saturday inclusive. By mutual agreement between Affordable Chasing and the majority of employees concerned, the ordinary hours of work may commence at 5.00 am during daylight saving.
- 7.3 The ordinary hours of work shall not exceed 8 hours per day. Provided that by mutual agreement between Affordable Chasing and an employee, up to 12 ordinary hours may be worked per day.
- 7.4 Consultation shall occur on the method of implementation of the ordinary hours of work. However, the final choice as to the method of implementation shall rest with Affordable Chasing.
- 7.5 Because of the necessity to ensure maximum flexibility of working hours so as to meet operational requirements and the needs of customers and the market place, different methods of implementation of the working week may be applied to various groups or sections of employees.

8. ROSTERED DAYS OFF (RDO's)

- 8.1 The parties agree to increase flexibility of RDO's. RDO's may be rescheduled or staggered over the work cycle rather than taken on industry RDO days.
- 8.2 By agreement between Affordable Chasing and an employee, ROD's may be banked. Records of each employee's RDO status will be kept by Affordable Chasing and made available to the employee upon request.
- 8.3 Banked ROD's must be taken within the calender year in which they accrued and at a time agreed between Affordable Chasing and the employee.

9. OVERTIME

- 9.1 Notwithstanding anything else contained in this agreement, overtime shall be calculated on a weekly rather than a daily basis and each employee must work their full rostered weekly ordinary hours of work before becoming entitled to payment for any hours of work at overtime rates of pay.
- 9.2 An employee may elect, with the consent of Affordable Chasing to take time off in lieu of payment for overtime at a time or times agreed with Affordable Chasing. Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 9.3 It is a condition of employment that employees shall work reasonable overtime when, where and if required to meet the needs of Affordable Chasing. Overtime, if required, can be worked on an RDO weekend. (If RDO falls either side of weekend)

10. FUNDS TRANSFER

The parties agree that all employees will be paid wages by cheque at the end of each working week.

11. WAGES

In recognition of the productivity measures herein and subject to the continued commitment to and implantation thereof, the following increases shall be available to employees covered by this agreement.

- 11.1 A productivity allowance of \$1.00 per hour worked will be paid upon ratification of this Agreement. This allowance shall be in lieu of any or all Award disability allowances. Payment of this allowance shall be only made where an employee works all his/her rostered weekly ordinary hours and any rostered overtime hours.

Where a site allowance is awarded by the Industrial Relations Commission or Affordable Chasing is continually obliged at the time of tender to pay a site specific site/project/productivity allowance higher than the above mentioned allowance, Affordable Chasing will pay the difference between the two allowances.

12. TOOL KITS

All tools shall be provided in safe and good working order by Affordable Chasing.

13. PROBATIONARY EMPLOYEES

13.1 All permanent employees engaged after the date of registration of this Agreement will be engaged on the basis of a 3 month probationary period. Affordable Chasing reserves the right to terminate a probationary employee at any time during this 3 month period subject to a weeks notice or payment in lieu thereof.

14. CONTRACT OF EMPLOYMENT

14.1 It is a term and condition of employment and of the obligations and rights occurring under this Agreement that an employee:

14.1.1 Properly use and maintain all appropriate protective clothing and equipment provided by Affordable Chasing for specified circumstances; and

14.1.2 Use any technology and perform any duties which are within the limits of the employee's skill, competence and training; and

14.1.3 Maintain commitment to and comply with Affordable Chasing's directions (consistent with the objectives of the Agreement) with respect to safety, quality, site cleanliness and waste management; and

14.1.4 Be committed to the objectives in Clause 3 of this Agreement.

14.2 Affordable Chasing's right to employ persons on a specified task and/or specified period basis is acknowledged.

15. INCLEMENT WEATHER

15.1 Wet Weather Procedure

In the event of wet weather, work in the open will continue until the particular work in hand can no longer be done safely and efficiently.

Whilst it is raining, employees will be required to:

- Continue to work under cover or relocate to alternative work under cover on site or on another site.
- Obtain materials and services for men working under cover where there is only minimal exposure to inclement weather.

Should a portion of the project be affected by wet weather, all other employees not so affected shall continue working in accordance with Award conditions, regardless that some employees may be entitled to cease work due to wet weather.

It is agreed by the parties that prior to any employee leaving the site due to inclement weather, consultation shall take place between the affected employees and Affordable Chasing.

15.2 Hot Weather

In any situation where hot weather conditions do or are likely to affect safe work, affected employees and Affordable Chasing shall consult on and seek the best method for completing work safely or shall seek alternative safe work, if either is available. Consideration shall be given to (but is not limited to) the following:

- Means of alleviating the affects of the heat eg. rest breaks, availability of cool drinking water.
- Relocation to work under cover on-site or on another site.
- Commencing the ordinary hours of work earlier.

16. TRANSFER OF LABOUR

If a halt to productive work occurs which is not the fault or the responsibility of Affordable Chasing, the parties agree that labour can be relocated to other unaffected areas to continue productive work or other sites if work is available. Reasonable transportation expenses (if any) will be paid by Affordable Chasing.

17. FIRST AID ALLOWANCE

An employee who holds a current First-Aid certificate approved by WorkCover shall be paid a weekly First-Aid allowance of \$10.00

18. SIGNATORIES

Signature: *Lindsay Dawes* Date: 17th JAN 1996
Lindsay Dawes

Signed by the employees party to the Agreement:

James Bell *Craig Dawley*