

ENTERPRISE AGREEMENT

NO: E.A. 338 /1996

DATE REGISTERED: 10-12-96

PRICE: \$ 38-00

**TRANSTAL PTY LTD ON-SITE CONSTRUCTION
ENTERPRISE AGREEMENT 1996**

1. TITLE

This Agreement shall be titled the Transtal Pty Ltd On-Site Construction Enterprise Agreement 1996.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. PARTIES BOUND

The parties to this Agreement are:

- (a) Transtal Pty Ltd ("the company");
- (b) The Building Workers Industrial Union of Australia, New South Wales Branch ("the union")
- (c) The employees of Transtal Pty Ltd, who may be members of the Union or not.

4. COVERAGE

This Agreement shall apply to Transtal Pty Ltd 10 Eleanor Crescent Rooty Hill 2566 in respect of its employees engaged in work falling within the incidence of the Building Tradesmen (State) Award in the classification of Carpenter.

5. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Building Tradesmen (State) Construction Award, provided that where there is any inconsistency this Agreement shall take precedence to the extent of the inconsistency.

6. SINGLE BARGAINING UNIT

The parties to this Agreement recognise that they constitute a Single Bargaining Unit and that the scope of the Agreement is limited to on-site installation work.

7. DATE & PERIOD OF OPERATION

This agreement shall operate from the date of registration by the Industrial Registrar and shall remain in force ~~until 1 October 1997.~~ For 12 MONTHS FROM DATE OF REGISTRATION.

8. OBJECTIVES OF THE AGREEMENT

The objectives of this Agreement are to:

- provide for more flexible working arrangements to enable the

- Company to better complete its contracts;
- provide for improved wages and working conditions for the employees;
 - encourage consultative methods of work performance;
 - encourage resolution of grievances quickly, fairly and without disruption to work.
 - maintain a safe working environment

Where this Agreement, or a relevant award, or any other relevant agreement provides for matters to be determined by agreement between the parties or some of them, the parties shall seek to reach such agreement as best meets the objectives of this Agreement.

9. CONSULTATION

The parties to this Agreement recognise that:

- (a) The existing workplace mechanisms whereby the company and employees consult each other about enterprise issues have led to the drawing up of this Agreement.
- (b) These mechanisms will continue to be used to implement this Agreement and assess and monitor the progress in achieving the objectives of this Agreement.

10. EMPLOYEE BENEFITS

(a) **Wages**

The levels of wages payable under this Agreement shall be as set out in Attachment 1 to this Agreement.

The increases provided in columns 2&3 of that Attachment takes effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid in accordance with the above on and from 14 June 1996 and/or 1 August 1996 respectively or from the date of employment, whichever is the later.

The rates shall be inclusive of all award all-purpose wage payments, including base rates, supplementary payments, additional supplementary payments, safety net adjustments, industry allowances, special allowances, etc.

(b) **Productivity Allowance**

In addition to the rates of pay set out in Attachment 1, a productivity allowance of \$1.50 per hour worked on site shall be paid. This allowance shall be in lieu of all disability payments, special rates and site allowances (except for multi-storey allowance and towers allowance only). The allowance shall not be paid for time not worked including leave, but shall be paid for inclement weather downtime provided clause 11 of this Agreement has been complied with. If a site allowance in on any other project is greater than \$1.50 per hour then the higher rate shall apply. If the site allowance is lower than

\$1.50 per hour then this Agreement shall apply. It is recognised by both parties that there shall be no "double dipping" in such situations.

It is further agreed that this productivity allowance will be increased to \$2.00 per hour from 1 August 1996.

(c) **Superannuation**

Employees covered by this Agreement shall be entitled on certification to a payment of \$40 per week into the Construction and Building Union Superannuation Scheme (C+BUS) whilst employed with the Company. This amount will be increased to \$50 per week from 1 July 1996 and to \$55 per week from 1 July 1997.

All superannuation contributions will be paid monthly as required by the Trust deed.

This payment shall be inclusive of any superannuation contribution required to be made by employees.

(d) **Redundancy**

Employees covered by this Agreement shall accrue an entitlement of \$40 per week as a redundancy payment. Such payment shall be in lieu of any award redundancy entitlement and shall be paid into the ACIRT scheme.

(e) **Additional Insurances**

The company agrees to introduce the C-TAS 24 hour accident pay cover scheme for all employees covered by this agreement for its duration. The sum total premium at the date of certification is \$35.20 per month.

(f) **Clothing**

After 152 hours employment with the company, employees will be supplied with:

- (i) a bluey jacket between 1 April and 30 August each year as soon as practical; and
- (ii) two sets of shirts and shorts, overalls or trousers bib and brace; or any combination of the above;

Safety boots will be provided on commencement of employment and will be replaced on a fair wear and tear basis.

11. **CONTRACT OF EMPLOYMENT**

- (a) Unless otherwise engaged, all employment shall be by the week.
- (b) Employees may be engaged on a probationary basis for a period of up to three months.
- (c) Employees covered by this Agreement shall:
 - (i) perform duties within the scope of their skill, competence and training;
 - (ii) comply with the disputes settling procedure of this Agreement on all occasions;

- (iii) comply with the lawful directions of the employer with respect to site safety, cleanliness and environmental care.

12. HOURS OF WORK

The parties to this Agreement are committed to the following as a means of achieving improved productivity, efficiency and flexibility:

- (i) The spread of hours under the appropriate award may be altered by agreement to suit climatic, seasonal or Client requirements, or to maximise the use of equipment;
- (ii) The starting and finishing times for an employee or group of employees may be staggered within the spread of hours 6:00am and 6:00pm without penalty;
- (iii) To allow for improved continuity of work meal breaks may be staggered for employees or groups of employees;
- (iv) The allocation of staggered work times and breaks shall be determined by agreement with the employees affected provided that no employee shall work for more than five hours without a break.
- (v) Substitution of RDO's without penalty to facilitate continuity of operation. The Company may require employees or groups of employees to accumulate up to five RDO's without penalty to meet particular project or contractual needs.
- (vi) Employees will strictly observe nominated starting and finishing times for the work day and designated breaks to maximise available working time.
- (vii) Where appropriate amenities for lunch and rest breaks are provided closer to the work station than the main site amenities, such closer amenities will be used

13. INCLEMENT WEATHER

If at any time weather affects the safety of work being performed, work teams shall consider and implement methods of work under which work can be performed safely.

No employee shall lose ordinary time pay for any period where safe work cannot be performed due to weather, provided the above paragraph has been complied with.

This clause shall not operate so as to require any employee to work in unreasonable conditions in inclement weather, nor to remain on a site when work or pre-planned structured agreed training cannot be reasonably expected to be available for the rest of the day.

This clause shall operate to the exclusion of any other inclement weather provision that would otherwise apply.

14. DEMARCATION/FLEXIBILITY BETWEEN TRADES

- (i) The parties agree that the employees shall perform the duties required of them provided they are within their skill, competence, classification and training and that they are given adequate supervision and a safe working environment. Union membership in itself shall not restrict the operation of this clause.
- (ii) All employees shall co-operate when required in assisting and instructing other employees to enable all members of work teams to become more flexible and versatile.

15. SUPPLEMENTARY LABOUR

The parties to this Agreement recognise that at times of peak workloads there may be a requirement to use supplementary labour in order to meet critical deadlines. This supplementary labour may be casual hire or weekly hire or bona fide sub-contractors who have an Enterprise Agreement with the Construction, Forestry, Mining and Energy Union. It is not the Company's intention to use supplementary labour in preference to direct labour.

16. DISPUTE SETTLING PROCEDURE

An employee or group of employees with a problem, question or grievance shall seek its resolution through the following procedure:

- (a) raise the problem, question or grievance with their supervisor who shall respond before the end of the next working day;
- (b) If unresolved, request their union delegate to raise the matter with Company management;
- (c) if unresolved, request a full time official of their union to raise the matter with management;
- (d) If unresolved, either party may refer the matter to the Industrial Relations Commission.

Whilst this procedure is being followed, normal safe work shall continue.

17. OCCUPATIONAL HEALTH AND SAFETY / FIRST AID TRAINING

The parties to this agreement are committed to the safe operation of plant and equipment, to the observance of safe working practices, the correct and proper use of all personal protective equipment and to the safety and good health of all employees. The company recognises its responsibilities to provide a safe and healthy workplace and accordingly agrees:

1. All current Codes of Practices, Regulations, Worksafe Australia documentation and approved and recognised industry standards are acknowledged and will be followed as a minimum requirement, so as to meet and comply with the company's obligations under the Occupational Health and Safety (OHS) Act (1983).
2. All employees elected to safety committees will attend an agreed safety committee/representative training course (as per section 25 (2) NSW OH&S Act (1983) as soon as possible within 1 month of being elected to such a position.
3. Will enrol and provide employees in a ratio of 1 employee to every 4 employees (as a minimum) the opportunity and time to attend a four hour life sustaining procedures course conducted on site at an agreed time. Such training will be conducted within:
 - three (3) months upon signing this agreement, or three (3) weeks upon starting on a project which has in place a separate project first aid and training requirement agreement, whichever is the lesser period of time. The training will be conducted by an agreed provider. Other more advanced first

aid training will be by mutual agreement. Employee selection for enrolment in training will be done in consultation with the company consultative committee and the CFMEU.

18. DRUGS AND ALCOHOL

Any incidents concerning drugs and/or alcohol shall be dealt with in accordance with the policy of the Building Trades Group Drug and Alcohol Safety and Rehabilitation Program which is attached hereto as Appendix A.

19. REHABILITATION CLAUSE

The company agrees to the implementation of an agreed rehabilitation policy. The operations of this policy shall be reviewed on a regular basis.

The parties commit to ensuring that the rehabilitation of injured workers is an accepted practice and that suitable duties are provided when available. No employee will be terminated whilst on workers compensation during the first 6 months of any injury.

The parties agree that the person responsible for the management of rehabilitation cases should be adequately trained to do the job. If such a person is not available within the Company, then the services of MEND, the building industry rehabilitation coordination service will be used.

20. PICNIC DAY

In accordance with the Award picnic day provision, the Company will require from an employee proof of attendance, ie ticket purchase before

payment will be made for the day. A financial union ticket recorded as "picnic paid" is deemed as evidence of ticket purchase. No work shall be scheduled on the first Monday of December each year which is the Annual Building Industry Picnic Day.

21. ANTI DISCRIMINATION POLICY

The company consultative committee shall oversee the implementation of the following policies.

a) Equal Opportunity

Appointments and promotions will be made without discrimination on the grounds of sex, sexual preference, race, religion, physical or mental disability, marital status or pregnancy.

b) Sexual Harassment

The company is committed to an environment which is free of sexual harassment and to act on any employee complaints of sexual harassment. In particular attitudes and behaviour to female employees engaged on site by other companies is deemed to be of equal importance. In line with this, the CFMEU and the company agrees to a joint presentation of a program designed to emphasise that sexual harassment in the workplace is unacceptable.

Any complaints which arise shall be referred to the appropriate officer employed by the company to deal with such matters. Further, the secretary of the union or nominee shall be informed of any complaint being investigated.

c) **Discrimination**

Discrimination means treating someone differently and less favourably because of some personal characteristic they have, such as their race, sex or disability.

Any complaints which arise shall be referred to the appropriate officer employed by the company to deal with such matters. Further, the Secretary of the union shall be informed of any complaint being investigated.

d) **Work Based Child Care**

The parties agree that child care is an issue which may effect not only CFMEU members, but the whole employers' workforce.

Accordingly, the employers agree to enter into discussions where appropriate over the implementation of work based child care.

22. COMPLIANCE

All current employees will be given a copy of this Enterprise Agreement. Any future employees upon commencement will also receive a copy. Where breaches of the Agreement are identified in respect of any underpayments, a mutually agreed accountant will be engaged by the company to calculate any entitlements that may be due.

23. NO EXTRA CLAIMS

It is a term of this Agreement that the Union and all employees bound by this Agreement will not pursue any extra claims, award or over award, for the life of this Agreement including increases arising from award variations or decisions of the Commission other than increases that are consistent with the terms of the Agreement.

24. NOT TO BE USED AS A PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Company.

25. AWARD STANDARDS

This Agreement shall not operate so as to cause an employee to suffer a reduction in ordinary time earnings or in State standards such as standard hours of work, annual leave or long service leave.

26. DECLARATION

The parties to this agreement declare that they have not entered into this Agreement under duress.

For and on behalf of the Building
Workers Industrial Union of Australia
New South Wales Branch

Signed L. P. Kelly
Dated 25/11/96.

For and on behalf of Transtal Pty Ltd

Signed G. Smith
Dated 25/11/96.

ATTACHMENT 1

WAGE RATES: Carpenter. CW 13

This attachment sets out wage rates referred to in Clause 10 of this Agreement.

	Award Rate	From 14.6.96	From 1.8.96	From 1.2.97	From 1.8.97
Weekly	489.44	513.82	526.66	539.83	553.33
Hourly	12.88	13.52	13.86	14.21	14.56

The increases provided in columns 2&3 of this attachment takes effect on and from the date of registration. Employees covered by this agreement at the date of registration will be paid in accordance with the above on and from 14 June 1996 and/or 1 August 1996 respectively or from the date of employment, whichever is the later.

APPENDIX A

THE BUILDING TRADES GROUP DRUG AND ALCOHOL SAFETY AND REHABILITATION PROGRAM

1. PRINCIPLE:

People dangerously affected by alcohol, and/or drugs are a safety hazard to themselves and all other persons in the workplace.

2. FOCUS

- Site safety and the involvement of the site safety committee
- Peer intervention and support
- Rehabilitation

3. WORKPLACE POLICY

- a) A person who is dangerously affected by drugs or alcohol will not be allowed to work until that person can work in a safe manner.
- b) The decision on a person's ability to work in a safe manner will be made by the safety committee, or on projects with no safety committee, by a body of at least equal numbers of employee/employer representatives.
- c) There will be no payment of lost time to a person unable to work in a safe manner.
- d) If this happens 3 times the worker shall be given a written warning and made aware of the availability of treatment/counselling. If the worker refuses help he/she may be transferred/dismissed the next time he/she is dangerously affected.
- e) For the purpose of disciplinary action a warning shall be effective for a period of 12 months from the date of issue.
- f) A worker having problems with alcohol and/or other drugs:
 - Will not be sacked if he/she is willing to get help.
 - Must undertake and continue with the recommended treatment to maintain the protection of this program.
 - Will be entitled to sick leave or leave without pay while attending treatment.

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4. IMPLEMENTATION

To assist with the adoption and implementation with this policy the company will

- a) Clearly state its endorsement of the BTG Drug and Alcohol program and comply with it.
- b) Provide access at an agreed time and venue for a representative of the BTG Drug and Alcohol Program to address a meeting of employees to discuss and endorse the program.
- c) Authorise the attendance of appropriate company personnel e.g safety delegate/officer, safety committee members, union delegate, consultative committee member(s) at the 2 hour BTG Drug and Alcohol Safety in the workplace training course.
- d) Upon signatory of this Agreement pay a service fee of \$250.00 to the BTG Drug and Alcohol Committee for presentation of the training course referred to in point 4 (c) and for the provision of assessment and referral / counselling services, if necessary, for employees needing to undertake treatment as a result of Drug and Alcohol problems.

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