

ENTERPRISE AGREEMENT

NO: E.A. 346 /1996

DATE REGISTERED: 19-12-96

PRICE: \$ 38 - 00

ENTERPRISE AGREEMENT

Between

**Cancarra Pty Ltd, trading as
Flannery Constructions**

&

it's Employees

28 August 1996

ENTERPRISE AGREEMENT

This Enterprise Agreement is made between Cancarra Proprietary Limited, trading as Flannery Constructions (hereinafter called 'the Company') of the one part and the firm's employees of the other part.

WHEREAS

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R.R.
S.S.
- A) The Company is engaged primarily in the provision of Building and Construction in the commercial and industrial construction industries.
 - B) The location of the Company's depot and office is at Enterprise Drive, Holmwood Business Park, Beresford in the City of Newcastle, and its employees are employed from the said depot.
 - C) The parties consider that due to the nature of their work that the existing award provisions are inappropriate to their circumstances and have reached an agreement on an alternative mechanism to regulate employees wages and conditions of employment, as is hereinafter provided in this agreement.
 - D) The company has fewer than twenty (20) employees who are engaged in the trades/occupations of carpenter, labourers, foreman, and plumbers.
 - E) The employees of the Company have met and acted as a single bargaining unit for the purposes of negotiating and implementing this Enterprise Agreement.

1. Title

This Agreement shall be known as the Flannery Constructions Enterprise Agreement 1996.

2. Arrangement

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3. Objectives of the Agreement

This Agreement has been developed by representatives of Cancarra Pty Ltd, trading as Flannery Constructions (the Company) and its employees,

The objectives of this Agreement are to:

- * To contribute to long term improvement in the company's performance in regard to profitability, market share, and competitiveness, and so support the labour cost increases which are included herein;
- * To provide the means by which management and its employees can introduce significant flexibility at the workplace and promote management practices geared towards matching international best practice standards, through implementation of the efficiency measures contained herein and the promotion of a culture of continuous learning and improvement; and
- * To provide an improved employment environment that encourages and rewards safe working practices, high quality of work, self-improvement, and which will provide increased job-satisfaction and security of employment.

4. Commitment

The parties to this Agreement commit themselves to ensuring that the objectives of the Agreement are achieved in the following ways:

- * through the establishment of a Consultative Committee and a free flow of information, the development of an environment where there will be better understanding between the Company, and its employees.
- * actual implementation of the efficiency measures in this Agreement to achieve real gains in productivity, but not at the expense of health and safety standards;
- * establishment of quality procedures;
- * establishment of a structured learning programme appropriate to the needs of the employees and the Company;
- * introduction of greater scope for employee participation through improved organisation; and
- * ensuring that the Disputes Settlement Procedures provided in the Agreement are strictly adhered to.

5. Parties, Scope, Duration

5.1 **Parties Bound:** This Agreement shall be binding on the company on the one hand, and the Company's employees on the other.

5.2 **Scope:** This Agreement shall apply to all employees of the Company covered under the Building Tradesmen (State) Construction Award, the Building & Construction Industry Labourers On-site (State) Award, Plumbers and Gasfitters (State) Award, and any related or "splinter" Awards (collectively, the Award).

5.3 **Relationship to Parent Awards:** Where there is any inconsistency between this Agreement and the Award this Agreement shall prevail to the extent of the inconsistency.

5.4 **Period of Operation:** This Agreement shall come into effect from the beginning of the first full pay period commencing on or after the date of registration of the Agreement and shall continue in force for three years unless terminated beforehand in accordance with s124 or of the Industrial Relations Act 1991 (NSW).

5.5 **Existing Rates of Pay:** No employee's ordinary rate of pay shall be reduced as a result of this Agreement.

5.6 **No Precedent:** This Agreement shall not be used in any manner whatsoever to obtain similar arrangements, conditions, or benefits in any other enterprise.

6 No Extra Claims

The parties agree not to pursue any extra claims against each other for the life of this Agreement.

7 Consultation & Dispute Resolution

7.1 Single Bargaining Unit:

This Agreement was negotiated by a single bargaining unit consisting of (3) three representative[s] of the Company and all employees of the Company. This Agreement was not entered into under duress by any party to it.

7.2 Consultative Committee:

In seeking to improve industrial relations between the company and its workers appropriate mechanisms shall be implemented for consultation and participation. A Committee shall be formed comprising representatives of management and employees to monitor the operation of this Agreement. Union representatives will be welcome to attend and participate in the Committee. The Committee shall meet each six months or

more frequently if required. The decisions and recommendations of the Committee will be communicated to all employee where possible.

7.3 Dispute Settlement Procedure: The parties to this agreement are committed to minimising the incidence of lost-time or production arising out of disputes or grievances, and to resolving any disputes by consultation and co-operation. Accordingly it is agreed that the following procedures will be adhered to at all times:

- (i) Any dispute or grievance arising out of the implementation or operation of this Agreement shall be referred to the Consultative Committee in the first instance which shall endeavour to resolve the issue(s). If the Committee is unable to resolve the dispute, it shall be resolved in accordance with the procedures set out below.
- (ii) Any dispute to which (i) above does not apply, shall be referred by the employee(s) to the immediate supervisor in the first instance.
- (iii) If at this stage the matter cannot be resolved, the employee(s) shall raise the matter with the Company's Project Manager, or in his/her absence with other Senior Management.
- (iv) If not settled at this stage, the employee(s) will raise the matter with the site delegate who shall discuss the matter with the Company's Project Manager, or in his/her absence, with other senior managers.
- (v) If the matter is still not able to be settled, the site delegate shall refer the matter to the relevant appointed delegate who shall submit the matter to senior management for consideration.
- (vi) If not settled at this stage, the matter will be placed in the hands of the General Manager and the appointed delegate (or his/her nominee).
- (vii) If not resolved at this stage the matter will be submitted to the New South Wales Industrial Relations Commission for determination.
- (viii) The above procedures will apply in the event of a safety issue. In such an event, normal work shall continue in areas other than the area subject of the dispute, and employees in that area shall be relocated to other areas/sites, or undertake training, forward planning, or other appropriate activities, until the matter is resolved. No employee shall be permitted to work in an unsafe area other than for safety rectification purposes.

8 Contract of Employment

8.1 Engagement of Employees:

- (i) All prospective employees shall complete an Application for Employment form prior to engagement. Applicants may be required to undertake a pre-employment medical, the cost of which shall be borne by the Company. Any employee who knowingly provides false information in his/her Application or in the medical may be dismissed.
- (ii) All employees (other than casuals) shall initially be engaged on probation for a period of two months, and shall be paid as for daily hire. During this period should either party not be satisfied with the relationship, employment may be terminated by either party without recrimination and such termination shall not constitute harsh, unjust or unreasonable termination.
- (iii) All new employees will undergo an industry approved safety induction programme.

8.2 Termination of Employment: Weekly hire employment (other than casual employment) may be terminated by the giving of one day's notice on either side, or 1 day's pay shall be paid in lieu or forfeited. In the case of casual employees one (1) hours notice of termination of employment shall be given on either side or one (1) hours pay will be paid or forfeited. Nothing in this clause shall affect the right of the company to dismiss an employee without notice for misconduct or refusal of duty

8.3 Standing Down of Employees Notwithstanding any other provision of this agreement or any award which it might replace, in cases where employees cannot be usefully employed because of lack of work, breakdown of machinery, industrial action or any other act or omission for which Flannery Constructions is not responsible, the Employer may apply to the Industrial Relations Commission of New South Wales for the making of stand-down orders.

8.4 Casual Employment: The Company may engage casual employees for a period of up to 30 days in any one engagement, subject to the following:

- (i) a casual employee for working ordinary time shall be paid at the relevant rate as prescribed in clause 9 of this Agreement for each hour worked, plus a loading of twenty (20%) per cent. The twenty per cent loading herein is in lieu of public holidays, sick leave, redundancy, and to compensate for the nature of casual employment.
- (ii) a casual employee shall be paid for a minimum of three (3) hours work;
- (iii) casual employees shall be entitled to the benefits of Clauses 9 (Classifications & Rates of Pay), clause 19 (Overtime), and, subject to their earning more than \$450 in any month, 10 (Superannuation), but shall not be entitled to any redundancy contribution as specified in Clause 11; and

undertake the work and duties covered by a lower classification in order to achieve real demonstrable gains in productivity, efficiency and flexibility. On that basis the rates applicable to each classification as set out in Appendix A are in general higher than that which would be payable pursuant to the award that covered a particular trade or occupation but for this agreement.

Parties agree that any trade or occupation not specifically listed above shall be included in the rates classification of Appendix A at a classification level which the parties agree appropriately represents such workers' skill level.

ALLOWANCES

The rates of pay set out in the clause are inclusive of all work and expense related allowances. No allowance additional to the rates prescribed in Appendix A shall be payable other than as are prescribed in this Agreement.

SKILLS ENHANCEMENT

The parties recognise that multi-skilling in the work force is essential to Flannery Constructions ability to compete in both the building and construction industry. Accordingly workers recognise that there is no scope for idle time or refusing to carry out work which falls on a lower classification.

9.2 Wage increases through life of Agreement

The rates prescribed in Appendix A shall increase through the life of the Agreement as follows:

- (i) an increase of 3% each six months after the date of registration of this Agreement.

9.3 Apprentices: Wages and conditions for apprentices shall be in accordance with the Building Tradesmen (State) Construction Award. The wage increases detailed at 9.2 shall not apply to apprentices.

10 Superannuation

The Company shall make superannuation contributions at the prescribed statutory rate on behalf of each eligible employee into such fund as may be requested by the employee and agreed to by the company.

11 Redundancy

Redundancy conditions and entitlements shall be as per the relevant Award.

12 Training

12.1 Objectives: The parties to this Agreement recognise that in order to increase the efficiency and competitiveness of the Company, a greater commitment to training and skills development is required of the Company and its employees. Accordingly the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce;
- (ii) providing employees with the opportunity to acquire additional skills; and
- (iii) removing demarcation barriers to enable utilisation of skills acquired.

12.2 Training Programme: A training programme will be developed through the Consultative Committee consistent with the following:

- (i) training will be consistent with the company's business requirements, relevant to the work of the employees, and consistent with the level of skills development of each employee;
- (ii) training may be taken either on or off the job with all reasonable steps being taken to conduct training in normal working hours;
- (iii) if an approved training activity is undertaken during ordinary working hours, the employee(s) concerned shall not suffer any loss of pay;
- (iv) training costs of courses approved by the employer shall be met by the company;
- (v) the company will not be asked to meet the costs of training undertaken by employees which was not approved by the company.

CONDITIONS OF EMPLOYMENT

13 Hours of Work

13.1 Ordinary Hours: The ordinary working hours shall be 40 hours per week and may be worked on any day Monday to Friday inclusive, between the hours of-

06:00 to 18:00 on the following basis:

- (a) 8 hours per day worked
- (b) Any additional hours worked on Monday to Friday will be paid at time and half for the first two hours and double time thereafter.
- (c) Saturday work will be paid at time and half for the first two hours and double time thereafter.
- (d) Sunday work will be paid at double time for all time worked.
- (e) Public Holidays worked will be paid at double time and half.

14 Rostered Days Off

The employees recognise their rate of pay incorporates the working of Rostered Days Off under their relevant Award. As a result no Rostered Days Off will accrue for the purposes of taking a day off.

15 Rest Periods, Meals and Crib Times

15.1.1 Overtime Crib Breaks

When an employee is required to work overtime after the usual ceasing time for the day or shift for more than two hours, the employee shall be allowed to take, without deduction of pay, a crib time of 20 minutes in duration on the completion of two hours overtime; and thereafter, after each four hours of continuous work the employee shall be allowed to take, also without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee continuing at work for a period of more than two hours after the usual ceasing time without taking the crib time of 20 minutes, the employee shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

15.1.2 For the purposes of this clause "usual ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes.

15.2 **Meal Break During Ordinary Hours:** There shall be a cessation of work and working time for the purpose of a meal on each day of no less than 30 minutes which shall be taken no more than 5 hours after commencement of ordinary working hours on that day. Notwithstanding the above, by agreement between the company and the employees affected, the time of commencement of the meal break may be varied, no break taken, or its duration extended to meet the reasonable requirements of that day's work. Where the meal break is not taken, the ordinary hours of work for that day shall cease 30 minutes before the usual ceasing time. Where the meal break is extended the time of cessation of work for that day shall be adjusted accordingly.

16 Sick Leave

(i) Each weekly hire employee shall be entitled to one (1) week (five (5) working days) sick leave on full pay for each year of service with Flannery Constructions.

(ii) Such sick leave entitlement shall accrue from year to year for a maximum period of five (5) years

(iii) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one (1) day such employee, if in that year the employee has already been allowed paid leave on more than one occasion, shall not be entitled to payment for the day claimed unless a medical certificate is provided.

17.1 Bereavement Leave

Weekly hire employees shall be allowed reasonable bereavement and compassionate leave as agreed to with Flannery Constructions. Such leave will only be allowed in relation to death or life threatening illness to an employees spouse, children, parents, grandparents, siblings, mother-in-law and father-in-law.

17.2 Parental Leave

Parental leave may be taken by weekly hire employees in accordance with Sections 28 to 41 of the Industrial Relations Act 1991 or equivalent Sections of the new Industrial Relations Act 1996.

17.3 Public Holidays

An employee other than a casual employee shall be entitled to the following holidays without deduction of pay;

New Years Day

Australia Day

Good Friday

Easter Monday

Anzac Day

Queens Birthday

Eight(8) Hour Day or Labour Day

Christmas Day

Boxing Day

Provided however that an employee who absents himself from work without reasonable excuse on the day immediately preceding or immediately after the public holiday shall not be entitled to payment for the said public holiday.

17.4 Jury service

An employee on weekly hire required to attend Jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference to the amount paid in respect of his attendance for such Jury service and the amount of wages he would have received in respect of ordinary time he would have worked had he not been on jury service.

An employee shall notify his employer as soon as practicable of the date upon which he is required to attend Jury service and shall provide his employer with proof of this attendance the

duration of such attendance in the amount received in respect thereof to qualify for the payment set out above.

17.5 Travelling Conditions- Excess Fares

The following excess fares allowance and travelling allowance and conditions shall apply to weekly hire employees for travel patterns and costs peculiar to the industry which include mobility requirements on employees and the nature of employment on construction work.

(i) employees who are engaged on a project outside a 80 kilometre radial from their place of residence prescribed shall be paid an additional amount at ordinary time rates for the time spent travelling from the 80 km radial to the project and return to such radial boundary, in increments of 15 minutes. Those employees required to use their own vehicle shall also be entitled to receive a kilometre rate of 33 cents a kilometre from the boundary and return. (This kilometre rate shall increase as the corresponding rates are increased in the Building Tradesman Construction (State) Award).

(ii) The provisions of this clause will also apply to those employees on distant work living away from their normal place of residence who are required to travel more than 80 kilometres from the place they are temporary staying whilst on that project. If the distant project is less than 80 kilometres or one hour from the temporary residence only those employees using their own vehicle to travel shall be entitled to receive the allowance in subclause (i)

Flannery Constructions will meet the reasonable accommodation costs of any employees who are sent to work on a distant job and must live away from their normal place of residence because it is too far to return home each night.

18 Inclement Weather

The following procedures shall be implemented to limit the loss of productivity due to inclement weather, and ensure that as far as is practicable work will continue as normal unless this would create risks to health or safety;:

- (i) if it is reasonable for employees to transfer from lunch sheds to work areas unaffected by inclement weather they will do so.
- (ii) employees shall not leave the site if in the Company's opinion useful work is available in the area not affected by inclement weather;
- (iii) employees shall accept transfer to other sites not affected by inclement weather, and the Company shall provide transport where necessary;
- (iv) where the above are not practical employees will remain on site and undertake relevant and meaningful training and learning applications, production/upgrade of skill modules, forward planning, or other worthwhile activities at the discretion of the Company.

19 Limited Overtime Availability

It is agreed that on various occasions, overtime may require only a portion of the site labour team. This is current practice and shall continue. Where practical and consistent with quality assurance and skills requirements this work will be offered in rotation to all employees on that site.

20 Payment by Electronic Funds Transfer

Wages will be paid through electronic funds transfer for all employees. The pay week will commence on a Wednesday and finish on the succeeding Tuesday, Thursday remaining the payday.

21 Health & Safety

The parties to this Agreement are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all employees and other persons who may enter the workplace. To facilitate this it is provided that:

- (i) it is the company's obligation as far as is reasonably practicable to provide a safe and healthy workplace;
- (ii) it is each employee's obligation to take reasonable care for the health and safety of other persons in the workplace who may be affected by his/her act or omissions and to co-operate with the company in ensuring that the workplace is healthy and safe;
- (iii) any worker becoming aware of a situation which is actually or potentially unsafe will immediately report the situation to his/her supervisor or appropriate management representative;
- (iv) all issued safety equipment, clothing and footwear must be used and worn in the manner intended;
- (v) it is strictly against the rules of the workplace to misuse, interfere with, or make inoperative, any safety equipment, guards, or fire protection equipment;
- (vi) horseplay at the workplace is dangerous and can lead to the injury of those involved or bystanders, and is therefore prohibited;
- (vii) any damage to safety plant or equipment must be reported to the appropriate supervisor or management representative as soon as possible; and
- (viii) any breach of workplace safety rules and policies or of the above provisions may lead to disciplinary action or dismissal.

22 Quality Assurance

It is agreed by the parties that the establishment and maintenance of a quality assurance programme and the maintenance of consistently high standards of workmanship are essential to the Company's continued profitability. It is agreed that, should an employee fail to produce the required standard of workmanship, and thus to ensuring employment for all employees. In order to achieve this it is agreed:

- (a) all employees shall co-operate fully in the development and implementation of the company's quality assurance programme; and
- (b) any employee who fails to produce the required standard of workmanship may be liable to disciplinary action, including termination of employment, provided that in such instances the company shall give each employee a reasonable opportunity to improve his/her performance, and will, where appropriate, provide any necessary training if the employee's poor performance does not relate to the usual skills which would reasonably be expected of a person with that employee's experience and/or qualifications.

23 Disciplinary Procedures

23.1 Procedures: Where the company believes that an employee is not meeting the standards of performance or conduct reasonably expected of him or her, the following procedures shall apply:

- (a) In the first instance the employee shall be counselled as to where his or her performance /conduct is deficient; and (where appropriate) the steps to be taken to remedy the deficiency shall be identified, and a review period shall be set. In more serious cases a written warning may be issued at this stage.
- (b) Should the matter not be resolved, the employee shall be counselled again, and the company may issue a written warning advising the employee that his/her employment is in jeopardy if the deficiency is not rectified. In more serious cases this may be a final warning. A further review period may be set if appropriate.
- (c) Should the matter still not be resolved, the employee shall be counselled again, and a further written warning given, which shall be a final warning unless in the opinion of the company this is not warranted.

23.2 Guidelines for Counselling Sessions: The following shall apply to all counselling sessions:

- (a) the employee shall be given the opportunity to respond to the alleged instances of deficient performance/conduct, and management shall consider the employee's response in making its decision as to the action to be taken;

(b) the employee may request that a person of his/her choice be present during the counselling session as an observer, and shall be given reasonable time to arrange for that person to be present if (s)he is not already in the workplace;

The company reserves the right to dismiss an employee without notice in cases of serious misconduct or refusal of duty.

24 Union Membership

The Company recognises that whether or not to join a union is a choice to be made by the individual employee. No employee will be either advantaged or disadvantaged in his/her employment because of his/her choice to join or not to join a union.

25 POSTING OF AGREEMENT

A copy of this Agreement shall be posted and kept posted by the company in a prominent place on the company's premises accessible to the employees.

This Agreement is made on this 28th day of August 199*

COMPANY

Executed for and on behalf of Cancarra Pty Ltd:
The Common Seal of Cancarra Pty Ltd was hereunto affixed pursuant to its Article of Association in the presence of



Director

REGINALD PATRICK FLANNERY
(Name in block letters)



Signed by the Employees:

Signed:

RICHARD ALLEN FISHER
(Name in block letters)

BUILDERS LABOURER (LEVEL 1)

Signed:

GAVIN ROCHER
(Name in block letters)

CARPENTER (LEVEL 2)

Classification: CARPENTER (LEVEL 2)

Classification: CARPENTER (LEVEL 2)

Signed: *[Signature]*

Signed: *[Signature]*

PAUL O'LOUGHLIN
(Name in block letters)

GLEN CUTLER
(Name in block letters)

Classification: ~~CARPENTER~~ PLUMBER (LEVEL 2)

Classification:

Signed: *[Signature]*

Signed:

ROBERT JACKSON
(Name in block letters)

(Name in block letters)

Classification:

Classification:

Signed:

Signed:

(Name in block letters)

(Name in block letters)

Classification:

Classification:

APPENDIX A - CLASSIFICATION STRUCTURE & RATES OF PAY

<u>Wage group</u>	<u>Hourly Rate</u> \$	<u>Weekly Rate</u> \$
Level 2	16.50	660.00
Level 1	15.00	600.00

Level 2

Employees at this level performs work to the extent of their skills competence and training and will be part of a self-directed Work Area Team.

An employee at this level:

- * works under limited supervision either individually or in a team environment;
- * provides guidance and assistance as part of a work team;
- * exercises advanced trades and non-trade skills relevant to specific requirements of the industry;
- * understands and implements quality control techniques.

Level 2 classification incorporates the following broadbanded Award Classification:

- * Carpenter, Plumber and Boilermaker.

Level 1

Employees at this level may gain skills over time with experience and be part of a self-directed Work Area Team.

An employee at this level :

- * works from instructions and procedures;
- * co-ordinates work in a team environment or works individually under general supervision;
- * is responsible for their own work;

Level 1 classification incorporates the following broadbanded Award Classification:

- * Unskilled Labourer.

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- * Unskilled Labourer.