

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT

NO. EA 98/181
.....

DATE REGISTERED 25.5.98
.....

PRICE \$ 32
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/181

TITLE: Wenham Builders Enterprise Agreement 1998

I.R.C. NO: 98/1992

DATE APPROVED/COMMENCEMENT: 25 May 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of the company engaged under the terms of the Building Tradesmen (State) Construction Award, the Building and Construction Industry Labourers' On Site (State) Award, the Plant, &c., Operators on Construction (State) Award and any related or splinter awards.

PARTIES: Wenham Builders Pty Ltd -&- Steven Hall, Greg Hogan, Danny Murison, Peter Snape, Michael Worthington



ENTERPRISE AGREEMENT



Between

WENHAM BUILDERS PTY LTD

&

THE EMPLOYEES

March 1998

1. Title

This Agreement will be known as the Wenham Builders Enterprise Agreement 1998.

2. Arrangement

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3. Objectives of the Agreement

This Agreement has been developed by representatives of Wenham Builders Proprietary Limited [the Company] and its employees.

The objectives of this Agreement are as follows:

- i) to maintain and enhance the efficiency and productivity of the Company;
- ii) to provide for increased pay and conditions of employment for employees;
- iii) to foster a cooperative and non-adversarial industrial relations environment within the Company and between the parties;
- iv) to maintain and improve occupational health and safety standards on Company projects;
- v) to recognise the value of training and provide increased opportunities for employees to increase their skills.

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4. Commitment

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

- * through consultation which will result in the development of an environment where there will be better understanding between the Company and its employees.
- * implementation of the efficiency measures in this Agreement to achieve better productivity, but not at the expense of health and safety;
- * establishment of quality procedures;
- * training appropriate to the needs of the employees and the Company;
- * ensuring that the Dispute Settlement Procedure in this Agreement is strictly adhered to.

5. Parties, Scope, Duration

5.1 **Parties Bound:** This Agreement will be binding on Wenham Builders Proprietary Limited ACN 003 085 167 on the one hand, and the Company's employees on the other.

5.2 **Scope:** This Agreement will apply to all employees of the Company covered under the *Building Tradesmen (State) Construction Award*, the *Builders Labourers on Construction On-site (State) Award*, the *Plant Operators &c on Construction (State) Award* and any related or "splinter" Awards (collectively, the Award).

- 5.3 **Relationship To Parent Award:** This Agreement shall be read wholly in conjunction with the Award and any related or "splinter" Awards.

In accordance with s41 of the *Industrial Relations Act 1996*, where this Agreement does not deal with any rates of pay or conditions of employment the Award will apply. Where the Agreement is different from the Award the Agreement shall apply.

- 5.4 **Period of Operation:** This Agreement will come into force from the first pay period commencing on or after the date of approval of the Agreement by the New South Wales Industrial Relations Commission, and will remain in force for 2 years unless terminated beforehand in accordance with s44 of the *Industrial Relations Act 1996*.
- 5.5 **Existing Rates of Pay:** No employee's ordinary rate of pay will be reduced as a result of this Agreement.
- 5.6 **No Precedent:** This Agreement will not be used in any way to obtain similar arrangements, conditions, or benefits in any other enterprise.
- 5.7 **Agreement Voluntary:** This Agreement was not entered into under duress by any party to it.

6 No Extra Claims

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

7 Consultation and Dispute Resolution

7.1 **Consultative Committee**

Consultation and participation are essential to improved industrial relations. In an effort to keep the workplace informed a consultative committee will be established where the workforce will be able to have input into decision making. The Committee will comprise representatives of management and employees with its main task of monitoring operations of this Agreement. The Committee will meet each six months or more frequently if required. The decisions and recommendations of the Committee will be communicated to all employees.

- 7.2 **Dispute Settlement Procedure:** The parties are committed to minimising the amount of lost-time or production arising out of disputes or grievances, and to resolving any disputes by consultation and co-operation. The parties commit themselves to:

* resolving any disputes without recourse to industrial action; and

- * accepting decisions of the Workcover Authority or persons accredited by it in regards to health & safety matters.



Accordingly, the following procedures will be followed at all times.

- (i) Any dispute or grievance arising out of the implementation or operation of this Agreement will be referred to the Consultative Committee in the first instance which will try to resolve the issue(s). If the Committee cannot resolve the dispute in a reasonable time, it will be dealt with using the procedures below.
- (ii) Any dispute to which (i) above does not apply will be referred by the employee to the employee's immediate Site Foreman or Supervisor.
- (iii) If the matter is not resolved the employee(s) will take the matter up with Senior Management.
- (iv) If not settled at this stage, the matter will be referred to the Consultative Committee for consideration.
- (v) If the matter remains unresolved at stages (iii) or (iv) the employee(s) may, if they wish, refer the matter to the relevant Union who will discuss it with Senior Management.
- (vi) Work will continue as normal while the dispute settlement procedure is being followed or until the matter is resolved. Each stage must be dealt with in a reasonable time.
- (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 will continue in areas other than the area subject of the dispute, and employees in that area will be relocated to other areas/sites. Training or other appropriate activities may be undertaken until the matter is resolved. No employee will be allowed to work in an unsafe area other than for safety rectification purposes.

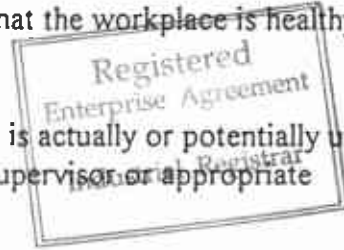
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Health & Safety

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 health of all employees and other persons who may enter the workplace. To facilitate this it is provided that:

- (i) the company must provide a safe and healthy workplace as far as is reasonably practicable;

- (ii) each employee must take reasonable care for the health and safety of other persons in the workplace who may be affected by his/her acts or omissions, and must 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 in the workplace is dangerous and can lead to the injury of those involved or bystanders, and is 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.



9 Classifications and Rates of Pay

- 9.1 Classifications & Rates of Pay:** Classifications and Rates of pay will be as per the relevant award.
- 9.2 Wage increases through life of Agreement:** The rates of pay will be increased through the period of this Agreement in accordance with State Wage Case increases. Increases will apply from the first pay period beginning on or after the State Wage Case decision is handed down, with any subsequent increases provided for under the decision applying from the dates specified in the decision.
- 9.3 Productivity Allowance:** In addition to the above rates a Productivity Allowance of \$0.40 per hour will be paid in recognition of productivity improvements resulting from the implementation of this Agreement. The payment will be for hours worked and will not be taken into account in the calculation of penalty payments. This allowance includes and replaces:
- (a) all Special Rates prescribed in the Award;
 - (b) Multistorey Allowance up to 15th floor level, above which the allowances prescribed in the Award will apply; and

(c) any project or site allowance applying to a project.

If an employee does not complete the usual ordinary hours in any week, apart from authorised leave or for some other reason authorised by the company, then the employee will not receive any productivity allowance for that week.

- 9.4 **Apprentices:** Wages and conditions for apprentices will be in accordance with the *Building Tradesmen (State) Construction Award*. Apprentices will receive Productivity Allowances under subclauses 9.3 for hours worked on site but will not receive the allowance for hours spent on off-the-job training.

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10 Superannuation

The Company will make a fixed superannuation contribution of \$40.00 per week on behalf of each eligible employee (other than apprentices) into the Construction & Building Unions Superannuation Scheme (C+BUSS).

Superannuation contributions will be made to C+BUSS on behalf of apprentices at the rate prescribed under the Commonwealth Superannuation Guarantee legislation.

11 Redundancy

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

12 Contract of Employment

12.1 **Engagement of Employees:**

- (i) All prospective employees will complete an Application for Employment form before engagement. Applicants may be required to undertake a pre-employment medical, the cost of which will be paid 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) will initially be on probation for their first three months employment, and will 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 and such termination will not constitute harsh, unjust or unreasonable termination.
- (iii) All new employees will undergo an industry approved safety induction programme.

12.2 Termination of Employment: 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. Nothing in this clause shall affect the right of the company to dismiss an employee without notice for misconduct or refusal of duty.

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

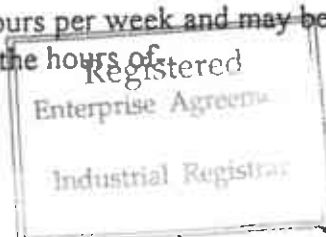
- (i) a casual employee working ordinary time will be paid the relevant rate as prescribed in clause 9 of this Agreement for each hour worked, plus a loading of twenty (20%) per cent. The twenty per cent loading is in lieu of public holidays, sick leave, redundancy, and to compensate for the nature of casual employment.
- (ii) a casual employee will be paid for a minimum of three (3) hours work;
- (iii) casual employees will be entitled to the benefits of Clause 9 Classifications and Rates of Pay, Clause 14.2 Overtime and, subject to their earning more than \$450 in any month, Superannuation, but will not be entitled to any redundancy contribution; and
- (iv) casual employees will be required to have appropriate footwear on commencement with the Company.
- (v) casual employment may be terminated by the giving of one hours notice on either side, or the payment or forfeiture of one hours pay.

12.4 Part-Time Employment: Employees may be employed on a part-time basis under the following conditions:

- (a) an employee who is currently working full-time who wishes to change to part-time employment may do so if the Company agrees and the employee's existing leave entitlements will be dealt with as provided under s81 of the *Industrial Relations Act 1996*;
- (b) the employee's ordinary hours will be within the days and span of hours set out at clause 14 of this Agreement;
- (c) the actual ordinary hours of work will be arranged or varied by mutual agreement between the Company and the employee, provided that the hours once set will be fixed unless varied by a further agreement;
- (d) part-time employees will accrue sick leave and annual leave on a pro-rata basis in accordance with the provisions of the Award according to the proportion of the usual 38 hours week that they work; and
- (e) where a part-time employee usually works on a day on which a public holiday occurs and the employee is not required to work on that day, they will be paid for the hours they would normally have worked on that day.

13 Hours of Work

13.1 **Ordinary Hours:** The ordinary working hours will be 38 hours per week and may be worked on any day Monday to Saturday inclusive, between the hours of:
5:30 am to 5:30 pm during Daylight Saving;
6:00 am to 6:00 pm throughout the rest of the year;
on the following basis:



- (a) 8 hours per day over 5 days, with 0.4 hours of each day worked accruing as an entitlement to take one day each 4 weeks as a Rostered Day Off (RDO) paid for as though worked; or
- (b) up to 10 hours per day up to a total of 40 hours per week, 2 hours of which will accrue as an entitlement to take one day each 4 weeks as a Rostered Day Off (RDO) paid for as though worked.

The method of working ordinary hours may be varied from site to site in order to meet the needs of specific projects. The Company will give at least two weeks notice prior to the beginning of any project of the method to apply to that project or of any proposed change to the method to apply to any project. Where a change in working patterns would create genuine hardship to any employee the Company will take reasonable steps to minimise that hardship.

13.2 **Work Outside Ordinary Hours:** Any hours worked outside the span of hours set in 13.1 above, or in excess of 40 hours per week will be regarded as Overtime and dealt with in accordance with the relevant clauses of the Award.

14 Rostered Days Off

The Company may elect to vary the date of the monthly industry rostered day off (RDO) on a job by job basis to meet the requirements of each project. There will be appropriate discussion and agreement prior to this occurring. In such cases employees entitled to an accrued RDO may choose to:

- (i) take such RDO within 19 days before or after the industry nominated date; or
- (ii) "bank" up to a maximum of 5 RDOs, provided that all banked RDOs are taken within 12 months of the time of their original accrual, as requested by the employee, and at least 1 week's notice is given of the intention to bank the RDO.

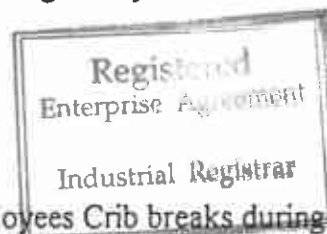
15 Weekend Work

For the purpose of calculating 8 hours work on a Saturday or Sunday, work will start at 7:00 am and finish at 2:30 pm, provided that commencement time may be varied by agreement, with a corresponding alteration in finishing time.

In accordance with the preferred practice of employees, only one crib break will be taken on Saturdays between 9:00 am and 11:00 am.

Subject to operational requirements, an employee will not be offered weekend work unless he/she worked the preceding ordinary working day. In the event of an employee failing without reasonable excuse to work the ordinary working day after weekend work he/she will not be offered work on the next weekend that work is available.

Where weekend work is the usual practice on a project, the Company will advise of any cancellation of work by end of work on the preceding Friday.



16 Rest Periods, Meals and Crib Times

16.1.1 Overtime Crib Breaks: By agreement with the employees Crib breaks during overtime will be taken on an as needed basis and may be staggered so that not all employees take their break at the same time, to allow for reasonable work requirements. Provided that where the total crib times taken during any period of overtime is less than that prescribed by the relevant clause of the Award, the difference between the time actually taken and the award entitlement will be added to the period of overtime.

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

16.2 Overtime Meal Allowance: The Meal Allowance prescribed in clause 23 of the Award will be payable only after the employee has worked for more than two hours after the usual ceasing time.

16.3 Meal Break During Ordinary Hours: A meal break of no less than 30 minutes will be taken each day no more than 5 hours after the start of ordinary working hours. However, the Company and the employees affected may agree that to vary the time for the start of the meal break, not to take a break, or to extend the meal break, 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 will end 30 minutes before the usual ceasing time. Where the meal break is extended the ceasing time will be adjusted accordingly.

17 Disciplinary Procedures

17.1 **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 will apply:

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

However, the company always has the right to dismiss an employee without notice in cases of serious misconduct (including safety breaches) or refusal of duty.

17.2 **Guidelines for Counselling Sessions:** The following will apply to all counselling sessions:

- (a) the employee will be given the opportunity to respond to the alleged instances of deficient performance/conduct, and management will 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 will be given reasonable time to arrange for that person to be present if he/she is not already in the workplace.

18 Sick Leave

On the completion of one month's employment an employee will be entitled to 10 days paid sick leave per year on account of personal illness or injury, which will accrue each year on the anniversary date of the commencement of employment, and will accumulate as provided in the Award. Paid sick leave will be granted subject to the following:

- (i) the employee will, as far as is practicable, advise the Company before normal starting time of his/her inability to attend for work and the nature of the illness or injury and the estimated length of the absence; and

- (ii) on or before his/her return to work, producing a certificate from a qualified medical practitioner stating that, in the practitioner's opinion, the employee was unable to attend for work due to personal illness or injury (the nature of which must be stated in the certificate), and the period the employee was unable to attend work.
- (iii) where the Company has reasonable cause to query any certificate provided by an employee, management may direct the employee to attend a further examination by a doctor it chooses, and the company will pay the cost of that examination.

19 **Distant Work**

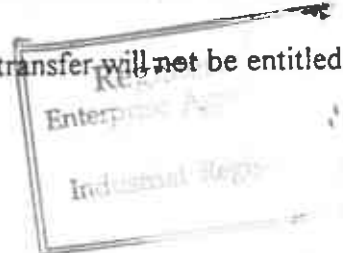
The Award provisions for "Living Away From Home- Distant Work" will apply to employees when employed on a job at such a distance from their usual places of residence that they cannot reasonably return to those residences each night, except that where employees are provided with accommodation by the employer but where meals are not supplied, an allowance of \$155.00 per unbroken 7 day week, or \$25.00 per day, will be paid to cover the cost of meals and incidentals, and no further allowances will be payable for board and lodging. This allowance will not be paid at weekends where an employee returns home.

20 **Inclement Weather**

The following procedures will be implemented to limit the loss of productivity due to inclement weather (as defined in the Award), and ensure that as far as practicable work will continue as normal unless this would create risks to health or safety. These procedures replace the procedures under the Award except those dealing with payment for time lost due to inclement weather.

- (i) site management and the employees will confer on whether it is safe or reasonable for work to continue in the conditions being experienced and all parties will adopt a reasonable approach to this;
- (ii) employees on part of a site or project not affected by inclement weather will keep working as normal;
- (iii) if it is reasonable for employees to transfer from lunch sheds to work areas unaffected by inclement weather they will do so, and transfer using raincoats or umbrellas is agreed to be reasonable;
- (iv) employees will not leave the site if in the Company's opinion useful work is available in the area not affected by inclement weather;
- (v) employees will accept transfer to other sites not affected by inclement weather, and the Company will provide transport where necessary, or pay the Award kilometre allowance where employees use their own vehicles;

- (vi) 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 or other worthwhile activities at the discretion of the Company; and
- (vii) any employee who leaves the site or refuses to transfer will not be entitled to payment for inclement weather.



21 Annual Close Down

When giving leave in conjunction with the Christmas-New Year holidays the Company may either:

- (a) stand off without pay during the period of leave any employee who is not yet entitled to an Annual Holiday; or
- (b) stand off without pay during the period of leave any employee who is not yet entitled to an Annual Holiday and pay (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each 38 hours continuous service (excluding over-time).

If the Company decides to close down the establishment at the Christmas-New Year period for the purpose of giving the whole of the annual leave due to all or the majority of the employees then qualified for such leave, the company will give at least two (2) months' notice to the employees of its intention to do so.

Provided that if the Company requires work to be carried out during an annual close-down period notified as above, the company may, subject to the employees' agreement, recall an employee from annual leave. Employees will not unreasonably withhold their agreement. Employee who are recalled will be recredited with the amount of annual leave foregone, but will not be entitled to another payment of leave loading in respect of that leave.

22 Union Picnic Day

In substitution for the Union Picnic Day prescribed in the Award there will be a company picnic day holiday which will be taken each year on a day determined by the Consultative Committee.

23 Newcastle Show Day

If it is necessary for an employee to work on the Newcastle Show Day and that employee would otherwise be entitled to a paid Show Day holiday, then by agreement with the Consultative Committee employees may be required to work and be paid at ordinary time rates and given a day off in lieu at some other agreed time.

24 **Specialist Subcontractors**

It is recognised and agreed that in particular circumstances it may be appropriate to engage subcontractors to undertake certain specialist work.

25 **Limited Overtime Availability**

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

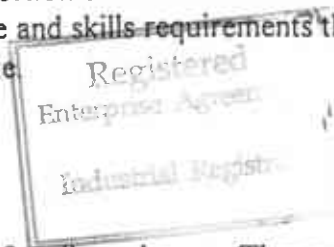
26 **Payment by Electronic Funds Transfer**

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.

27 **Quality Assurance**

It is agreed by the parties that the establishment and maintenance of a quality assurance program and the maintenance of high standards of workmanship are essential to the Company's continued profitability and the employees' job security. To achieve this it is agreed:

- (a) all employees will 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 cases the company will give the employee a reasonable opportunity to improve his/her performance; and
- (c) the company will, where appropriate, provide the necessary training if the employee's poor performance is due to lack of knowledge or skills which a person with that employee's experience and/or qualifications would not reasonably be expected to have.



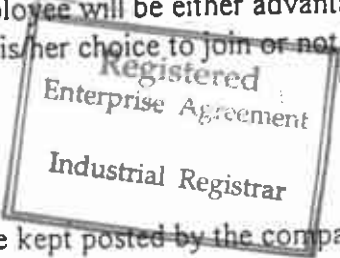
28 Training

The parties to this Agreement recognise that in order to increase the efficiency and productivity of the Company a commitment to training and skills development is required. 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 relevant to the company's present and future operational needs; and
- (iii) removing demarcation barriers to enable full use of skills acquired.

29 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.



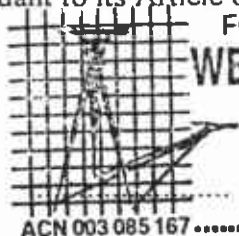
30 Posting Of Agreement

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

This Agreement is made on the day of March 1998

Executed for and on behalf of Wenham Builders Pty Ltd:

The Common Seal of Wenham Builders Pty Ltd was hereunto affixed pursuant to its Article of Association in the presence of



FOR AND ON BEHALF OF
WENHAM BUILDERS
PTY. LTD.

.....
Director
RAY KENNEWELL
(Name in block letters)

Signed by the Employees:

Signed: D. Murison.....

DANNY MURISON
(Name in block letters)

Classification: LABOURER.....

Signed: M. Worthington.....

MICHAEL WORTHINGTON
(Name in block letters)

Classification: 2nd YEAR CARPENTRY.....

Signed: Peter Snape

Peter Snape
(Name in block letters)

Classification: Foreman Carpenter

Signed: Steven Hall

A Hall
(Name in block letters)

Classification: Apprentice Carpenter

Signed: G. Hogan

GREG HOGAN
(Name in block letters)

Classification: FOREMAN CARPENTER

Signed:

.....
(Name in block letters)

Classification:

Signed:

.....
(Name in block letters)

Classification:

Signed:

.....
(Name in block letters)

Classification:

