

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/101

TITLE: Hunter Scaffolding Services Pty Ltd Enterprise Agreement

I.R.C. NO: 97/2101

DATE APPROVED/COMMENCEMENT: 13 May 1997 and commenced from the first full pay on or after 13 May 1997

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees covered by the Building and Construction Industry Labourers' On Site (State) Award and Building and Construction Industry Labourers On Site 1996 Wages Adjustment (State) Award and any related or splinter awards.

PARTIES: Hunter Scaffolding Services Pty Ltd -&- Nigel Atton, Brian Cole, Mark Dillan, Jamie MacDonald, Kevin MacDonald, Darren Maxwell, Ian Williams, Garry Wrightson



'A'

This and the attached 11 pages
is the annexure marked 'A'
referred to in the Affidavit of Neil
Douglas MacDonald

dated 16 April 1997

Gregory Kerr
GREGORY KERR
Solicitor, Broadmeadow

ENTERPRISE AGREEMENT



Between

Hunter Scaffolding Services Pty Ltd

&

the Employees

April 1997

1. Title

This Agreement shall be known as the Hunter Scaffolding Services Pty Ltd Enterprise Agreement 1997.

2. Arrangement

<u>Clause</u>	<u>Content</u>
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4.	Commitment
5.	Parties, Scope, Duration
6.	No Extra Claims
7.	Consultation & Dispute Resolution
8.	Health & Safety
9.	Classifications & Rates of Pay
10.	Superannuation
11.	Contract of Employment
12.	Weekend Work
13.	Disciplinary Procedures
14.	Rostered Days Off
15.	Quality Assurance
16.	Training
17.	Posting of Agreement



3. OBJECTIVES OF THE AGREEMENT

This Agreement has been developed by representatives of Hunter Scaffolding Services Pty Ltd AC N 051 723 338(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.



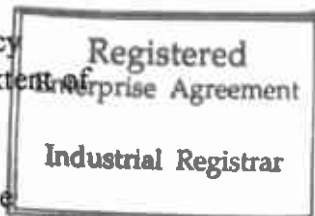
4. COMMITMENT

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

- * 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 Hunter Scaffolding Services Pty Ltd 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 Builders Labourers on Construction On-site (State) Award, the Building and Construction Industry Labourer's On Site 1996 Wages Adjustment Award*, and any related or "splinter" Awards (collectively, the Award).
- 5.3 **RELATIONSHIP TO PARENT AWARD**: 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 approval of the Agreement by the New South Wales Industrial Relations Commission, and shall continue in force for 3 years unless terminated beforehand in accordance with s44 of the Industrial Relations Act 1996 (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 **AGREEMENT VOLUNTARY**: This Agreement was not entered into under duress by any party to it.
- 5.7 **NO PRECEDENT**: This Agreement shall not be used in any manner whatsoever to obtain similar arrangements, conditions, or benefits in any other enterprise.
- 5.8 **ANTI-DISCRIMINATION**: This Agreement does not breach any relevant statutory requirements, including the requirements of Chapter 2, Part 2 (Enterprise Agreements) of the Industrial Relations Act 1996 and the Anti-Discrimination Act 1977.



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**

Consultation and participation are vital elements in seeking improved industrial relations. In an endeavour to keep the workforce informed a consultative committee shall be established where-by the workforce will be able to have input into decision making. The Committee shall comprise representatives of management and employees with it's main task of monitoring operations of this Agreement. The Committee shall meet each six months or more frequently if required. The decisions and recommendations of the Committee will be communicated to all employees.

7.1 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. Further, the Parties commit themselves to:

- * resolving any disputes without recourse to industrial action; and
- * acceptance of determinations of the Workcover Authority or persons accredited by it in health & safety issues.

It is agreed that the following procedures will be adhered to at all times:

- (i) Disputes on any work related or industrial matter shall be dealt with as close to the source as possible.
- (ii) The dispute shall be referred to the employee's immediate Site Foreman or Supervisor.
- (iii) If the matter remains unresolved the employee(s) will forward the matter to Senior Management.
- (iv) If the matter remains unresolved it will be placed in the hands of the General Manager.
- (vi) If not resolved at this stage the matter will be submitted to the New South Wales Industrial Relations Commission for determination.
- (vii) 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.

Registered
Enterprise Agreement

Industrial Registrar
as close to the

8 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;

- (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.



BENEFITS

9 CLASSIFICATION & RATES OF PAY

9.1 CLASSIFICATION & RATES OF PAY:

The classifications and Rates of pay set out at Appendix A shall apply from the date of approval of this Agreement. Existing employees shall be transferred to those classifications in accordance with the table at Appendix A.

These rates include Industry and Underground Allowances, Special Allowance, Follow-the-job Loading(where applicable) and the 20% casual loading.

9.2 WAGE INCREASES THROUGH LIFE OF AGREEMENT:

The above rates of pay shall be increased through the period of this Agreement as follows:

- (i) an increase of 2.5% from the beginning of the first full pay period commencing 6 months after the date of approval of this Agreement; and
- (ii) a further increase of 2.5 % each 6 months thereafter calculated on the rate of pay applying at the date of approval of this Agreement.

9.3 PRODUCTIVITY ALLOWANCE: In addition to the above rates, from the date of approval of this Agreement a Productivity Allowance of \$0.30 per hour, shall be paid weekly in recognition of actual productivity improvements resulting from the implementation of this Agreement. The payment shall be for hours worked and shall not be taken into account in the calculation of penalty or premium payments. This payment shall be in lieu of all Special Rates payable under the Award and in lieu of any project or site allowance applicable to the project, except as otherwise provided by subclause 9.5 .

9.4 **SPECIAL ALLOWANCE**: In addition to casual loading provided by subclause 9.1 and productivity allowance by subclause 9.3 of this Agreement employees will become entitled to the equivalent of one (1) days paid leave on the completion of every thirty (30) days worked.

9.5 **SITE ALLOWANCES**: Where under its contractual obligations for particular projects/sites, the company is obliged to pay productivity or site allowances (including those awarded by the relevant industrial tribunals) and those allowances are at variance with those provided under the Agreement, the allowance shall prevail, subject to the following:

- (a) such higher allowance shall only be paid to its employees where the company is contractually entitled to recover the full cost of such allowances; and
- (b) where any agreement under which such allowances arise provides for productivity measures not included in this Agreement the company may, at its discretion, adopt some or all of those additional measures for the duration of that project.



10 **SUPERANNUATION**

The Company shall make superannuation contributions at the prescribed statutory rate on behalf of each eligible employee into the Construction & Building Unions Superannuation Scheme (C+BUSS), or such other fund as may be requested by the employee and agreed to by the company.

11 **CONTRACT OF EMPLOYMENT**

11.1 **ENGAGEMENT OF EMPLOYEES**: All new employees (other than casuals) shall initially be engaged on probation for a period of two months, and shall be paid as for daily hire. If during this time either party is not satisfied with the employment relationship, employment may be terminated by either the employee or the Company. Such termination shall not constitute harsh, unjust or unreasonable termination.

11.2 **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. This rate includes a loading of twenty (20%) per cent. The twenty per cent loading is in lieu of public holidays, annual leave, 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 Clause 9 (Classifications & Rates of Pay), Overtime as per the Award, and subject to their earning more than \$450 in any month, Superannuation, but shall not be entitled to any redundancy contribution; and

(iv) casual employment may be terminated by the giving of an hour's notice on either side, or the payment or forfeiture of an hour's pay.

(v) casual employees shall be required to have appropriate footwear on commencement with the Company.

11.3 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 in that case the relevant provisions of the Industrial Relations Act 1996 (NSW) shall apply; Industrial Registrar

(b) the employee's ordinary hours will be within the days and span of hours set out in the Award;

(c) the actual ordinary hours of work shall be arranged or varied as applicable by mutual agreement between the Company and the employee, provided that the hours once set shall be fixed unless varied by a further agreement;

(d) part-time employees shall 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, (s)he will be paid for the hours (s)he would normally have worked on that day.

12 WEEKEND WORK

For the purpose of calculation of 8 hours work on a Saturday or Sunday, work shall commence 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 shall be taken on Saturdays between 9:00 am and 11:00 am.

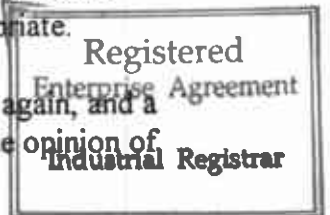
Subject always to operational requirements, an employee will not be offered weekend work unless he/she has worked the preceding and subsequent weekday. In the event of an employee failing without reasonable excuse to work the subsequent weekday he/sheshall not be offered work on the next weekend that 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.

13 DISCIPLINARY PROCEDURES

13.1 DISCIPLINARY 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.



13.2 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.

14 ROSTERED DAYS OFF

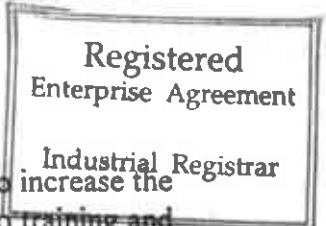
The Company may elect to vary the date of the monthly industry rostered day off (RDO) on a job by job basis dependent on the requirements of each project. There will be appropriate discussion and agreement prior to this occurring. In such cases employees entitled to an accrued RDO shall:

- (i) take such RDO within 19 days 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 **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.



16 **TRAINING**

16.1 **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.

17 **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 FOURTH day of APRIL 1997

COMPANY

Executed for and on behalf of Hunter Scaffolding Services Pty Ltd Pty Ltd:

The Common Seal of Hunter Scaffolding Services Pty Ltd was hereunto affixed pursuant to its Article of Association in the presence of



Michael Powell
Director

In the presence of

K. P. McLaughlin
KEVIN PAUL McLAUGHLIN
[Name in block letters]

NIEL DOUGLAS MacDONALD
(Name in block letters)



Signed by the Employees:

Signed: *Mark Bell*
MARK DILLON
(Name in block letters)

Classification: *SCAFFOLDER*

Signed: *D. Maxwell*
DARREN MAXWELL
(Name in block letters)

Classification: *RIGGER / SCAFFOLDER*

Signed: *Ian Williams*
IAN WILLIAMS
(Name in block letters)

Classification: *SCAFFOLDER*

Signed: *K. MacDonald*
Kevin MacDonald
(Name in block letters)

Classification: *Trades Labourer*

Signed: *Nigel Atton*
NIGEL ATTON
(Name in block letters)

Classification: *Trades Labour*

Signed: *J. McDonald*
J. MACDONALD
(Name in block letters)

Classification: *TRADES LABOUR RIGGER*

Signed: *Brian Cole*
BRIAN COLE
(Name in block letters)

Classification: *scaffolder*

Signed: *G. Wriggison*
G. WRIGGISON
(Name in block letters)

Classification: *RIS / SCAFF*

APPENDIX A- CLASSIFICATION STRUCTURE & RATES OF PAY

WAGE LEVEL

HOURLY RATE

\$

Level 2

15.00

Level 1

14.40

Leading Hand Allowance -
(Where applicable)

0.64



Level 1

Employees at this Level are new to the scaffolding industry and as such shall work at this Level while gaining skills as a Scaffolder.

An Employee at this Level:

- * Works under supervision in a team environment;
- * Exercises learning skills relevant to specific requirements of the industry;

Level 1 classification incorporates the following broadbanded Award Classification:

- * Trades Labourer

Level 2

Employees at this Level perform work to the extent of their skills competence and training within part of a self-directed work Area Team.

An Employee at this Level:

- * works under supervision in a team environment;
- * exercises calculation skills;
- * assists in the provision of on-the-job training
- * understands and applies quality control techniques.

Level 2 classification incorporates the following broadbanded Award Classification:

- * Scaffolder.