



**SUNBOW ROOFING**

**ENTERPRISE**

**AGREEMENT**



**1999 - 2001**

**SUNBOW ROOFING**  
**ENTERPRISE AGREEMENT**

<u>SECTION</u>	<u>CONTENTS</u>
1	Title
2	Parties and Persons Bound
3	Intentions of the Parties
4	Certification and date of Operation
5	Increases to Wages and Allowances
6	Relationship between this Agreement and the Parent Award
7	Union Representation and the Single Bargaining Unit
8	Disputes Settlement Procedure
9	Consultative Mechanisms
10	Award Restructuring and Training
11	Non-Award Conditions
12	Contracts of Employment
13	Induction Procedures
14	Occupational Health and Safety
15	Structured Training
16	Union Membership
17	State Specific Provisions
Appendix 1	Wage Rates
Appendix 2	Specific Provisions



## ENTERPRISE AGREEMENT

### 1. Title

This Agreement shall be known as the "SUNBOW ROOFING ENTERPRISE AGREEMENT".

### 2. Parties and Persons Bound:

This Agreement shall be binding upon:

2.1 Buysmart Building Supplies Pty Ltd Trading As Sunbow roofing (The Employer) in respect of all employees engaged in the industries or occupations specified in the Award who are eligible to be members of the N.S.W. Plumbers and Gasfitters Union of Australia whether members of the said organisation or not; and

2.2 The N.S.W. Plumbers and Gasfitters Union of Australia (the "Union") and its members engaged in the occupations, industries and/or callings covered by the Awards listed at clause 6.1.

### 3. Intentions of the Parties

The intentions of the parties in reaching this Agreement are to:

To provide for an efficient, progressive and prosperous plumbing and mechanical services contracting industry for the benefit of the Employer and its employees;  
Improve the standard of living, job satisfaction and continuity of employment for workers;

Create a co-operative and productive industrial relations environment;

Maintain a safe working environment;

Ensure the integrity of structured training consistent with national competency standards.



4. Certification and Date of Operation of Agreement

4.1 This Agreement shall be certified in the N.S.W. Industrial Commission certified under the Industrial Relations Act 1996.

4.2 This Agreement shall come into operation from the date of certification and remain in effect until January 2001 (the "duration of the Agreement") provided that the provisions of clauses 5.1 (a) shall accrue as specified.

4.3 The Parties will not seek to enter into other agreements over matters dealt with in this agreement in respect of persons capable of being covered by this agreement. Any intention to negotiate any further or subsequent agreement in respect of any employee(s) covered by the award(s) shall be notified to the Union in writing

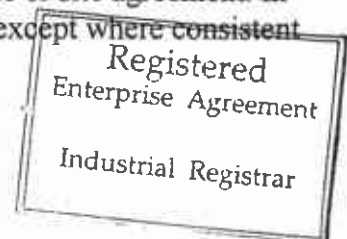
5. Increase to Wages and Allowances

5.1 In recognition of the productivity measures identified herein, the following payments shall be available to all employees covered by this agreement:

(a) Accruing from January 1999 – the rates of pay and allowances as provided in Appendix 1 shall apply; and

( b ) An Enterprise Allowance as prescribed in appendix 2 shall accrue from the date specified in 5.1 (a) above.

5.2 These increases are to be the only increases allowable except those adjustments in allowances and conditions provided for in any applicable state or site agreement. In consideration of this, the Union will make no further claims except where consistent with the terms of this agreement.



6. Relationship between this Agreement and the Parent Award

6.1 The parties are bound by the following Award:

Plumbers and Gasfitters (State) Award

6.2 Provided that the terms of this Agreement shall prevail over the terms of the Award to the extent of any express inconsistency.

7. Union Representation and Single Bargaining Unit

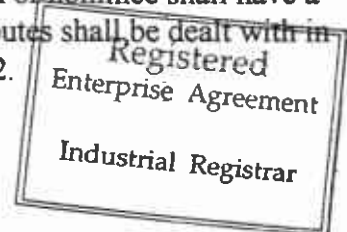
This Agreement recognises the N.S.W Plumbers and Gasfitters of Australia and its accredited representatives as the sole legitimate representatives of the employees covered by this Agreement. The N.S.W. Plumbers and Gasfitters of Australia shall constitute the Single Bargaining Unit in all dealings with the employer to whom this Agreement applies.

8. Disputes Settlement Procedure

Where the parties are bound by a state or site agreement which prescribes a Disputes Settlement procedure, it shall be used for all purposes of this Agreement. Where no such procedure is specified, the procedure outlined in Appendix 2 shall apply.

9. Consultative Mechanisms

This agreement will be implemented by a Company Consultative Committee consisting of equal numbers of management and employee representatives. Employee representatives will be elected at a meeting convened by the Union. Elected representatives shall be given adequate time to prepare for meetings and to consult with employees before and after meetings. The quorum for a meeting shall be four, at least half of whom must be employee representatives. The Secretary of the N.S.W. Plumbers and Gasfitters Union or nominee shall have a standing invitation to participate in meetings. Any disputes shall be dealt with in accordance with the procedures outlined in Appendix 2.



10. Award Restructuring and Training

10.1 Classification Structure

Upon the variation of the Award(s) to insert or append the classification structure for plumbing and mechanical services worker classifications and plumbing and mechanical services tradesperson classifications, the Award variation shall be incorporated into this Agreement. The rates of pay that are to apply to each of the levels of the new classification structure for employees covered by this agreement shall be based on those rates applying in Clause 5 of this Agreement

10.2 Skills Development Program

The parties are committed to develop and implement a skills development program based on the acquisition of skills through accredited training. The training provided shall be based on the agreed national competency standards developed by Construction Training Australia for plumbing and mechanical services and be provided by 'Accredited Training Authorities'. Provided that any training program developed shall not include trade training modules as provided through the apprenticeship or equivalent contracts for structured training in the plumbing and mechanical services industry.

11. Non-Award Conditions

11.1 The employer will continue to provide the following non-award industry standards:

- (a) The Building Unions Superannuation Scheme at not less than 7% per week paid and varied as specified in Appendix 2.
- (b) Long Service Leave in accordance with the relevant State Construction Industry
- (c) Those matters specified in Appendix 2 – Specific Provision.

11.2 Where a site agreement applies generally on a project, the following shall apply:



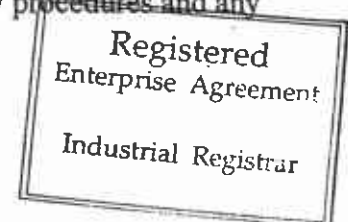
- (a) Where the Site Agreement prescribes rates of pay and conditions to apply across the site which are not less than those contained herein, those rates and conditions will apply and the terms of this Agreement shall be suspended for the purposes of the site or ;
- (b) where the site agreement prescribes a site allowance, that allowance shall be paid in addition to the rates of pay prescribed by this Agreement, and the terms of this agreement shall continue to apply. Provided that, where a site allowance is payable under a state appendix to this agreement, only the higher rate shall be paid.

## 12. Contracts of Employment

- 12.1 This Agreement including those matters incorporated into it and the award are express terms of the contract of employment between the employer party to this Agreement and its employees as at the date of certifying this agreement.
- 12.2 The employer will not employ any employee in classifications covered by the enterprise agreement whose contract of employment contains terms and conditions less favorable than those contained in the contracts of employment of existing employees in the relevant classification.
- 12.3 All new employees will be subject to a three month trial period .

## 13. Induction Procedures

- 13.1 The parties acknowledge that it is in the interests of all concerned that all new employees and employers on a building project understand their obligations under this agreement and are introduced to their jobs in a manner which will help them to work safely and efficiently. It is agreed that this is a joint responsibility of both site management, and job stewards.
- 13.2 In conjunction with the site foreman/manager, job steward and safety supervisor/safety committee, new employers and employees will be given an explanation of all safety rules and procedures, including the provisions of any relevant legislation or regulation, security, emergency procedures and any relevant agreements affecting the site.





13.3 The induction presentations and materials shall have regard to the language skills of the employer/employee.

14. **Occupational Health and Safety**

The parties to this Agreement commit themselves to the establishment and maintenance of a safe and healthy working environment.

15. **Structured Vocational Training**

The Parties to this Agreement recognise that the apprenticeship system of structured vocational training which operates within the Plumbing and Mechanical Services Industry has been integral to the efficiency and productivity of that industry. The Parties are committed to maintaining the integrity of and improving upon the existing system of structured vocational training. In this regard the Parties are committed to:

15.1 working co-operatively in facilitating the transition from the existing apprenticeship arrangements to a Australian Vocational Training system which leads directly to an outcome of ASF level 3 (AVTS level 3);

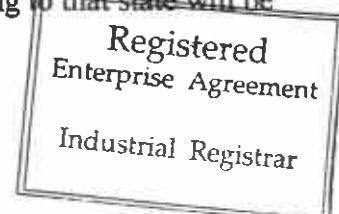
15.2 ensuring that the trade skills required for the Plumbing and Mechanical Services Industry will continue to be delivered through the system of structured vocational training system based on sequential training through an apprenticeship (or equivalent contracts of training) to an outcome of at least Plumbing and Mechanical Services Tradesperson Level 1 (100%) within the classification structure.

16. **Union Participation**

The employer will encourage each employee to join and remain a financial member of the Union.

17. **State Specific Provisions**

The provisions relevant to work in the states where the employer operates are contained in Appendix 2. Should the employer commence to operate in a state/territory not covered by Appendix 2, the parties will negotiate additional clauses to be added to that appendix to cover the conditions applicable there. Where the employer and Union are party to an existing certified agreement in a particular state, that agreement will continue to apply until its expiry date, when this agreement shall replace it. Specific provisions relating to that state will be incorporated in Appendix 2.



## Appendix 2

This part of the agreement applies in the state of New South Wales. Where the employer intends to operate in another state or territory, an addition to this appendix covering similar matters, but appropriate to that location, will be negotiated by the parties and added to this appendix.

### **1 Enterprise Allowance**

The company shall pay a weekly Enterprise Allowance to each employee of \$50.00 (and pro rata to apprentices). This allowance will be paid for all purposes for each week of employment, including any authorised leave. It shall be in addition to all other amounts.

For work within the Counties of Cumberland and Camden, this allowance shall be increased to \$70.00 (and pro rata) for apprentices. Wages and allowances shall be paid in accordance with Appendix 1A.

### **2 Superannuation**

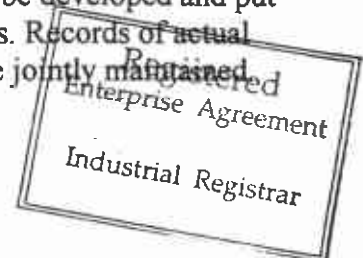
The amount of employer contribution to C+BUS shall be 7% and then increased in with Government Legislation Superannuation Guarantee.

### **3. Redundancy**

Redundancy payments will be paid in accordance with the (state) Plumbers and Gasfitters Award

### **4 Lost Time**

Through the consultative committee where established under this agreement, the parties will jointly identify and record delays and lost time. The cause of the potential or actual delays identified will be examined and measures will be developed and put in place to minimise the impact of the potential or actual delays. Records of actual delays, their causes and any action taken to rectify them will be jointly maintained.



## 5 Flexibility of RDO's

The Industry nominated RDO shall be observed provided that, subject to agreement between the employer and the employees affected, the taking of RDO's may be altered provided that:

- each RDO is taken prior to the next Industry nominated RDO;
- It must be taken in connection with a weekend (or holiday);
- the employer shall maintain a record of each employee's RDO's which shall be available for inspection by the employee and the Union; and
- roster is compiled for the year, or duration of the job, whichever is the shorter.

## 6 Inclement Weather

The Award provisions shall apply, provided that:

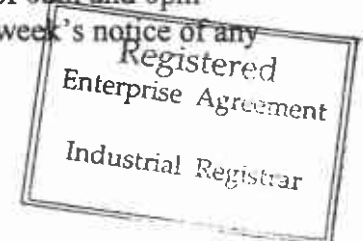
6.1 Where there is dry access, useful work within the employee's classification and covered transport or sheltered walkways provided by the employer where required, employees can be transferred to a sheltered area to continue work

6.2 Employees may be relocated to another company site where work that is in the employee's classification is available, provided that the site is not affected by inclement weather and the employer provides, where necessary, transport.

6.3 Planning, consultation and agreed training may be undertaken during periods of inclement weather provided that any training undertaken is:  
Relevant, accredited and completed before any return to work;  
consistent with the national competency standards (Above Trade) and the trade and non-trade systems;  
provided by accredited providers of training  
not to undermine and/or include apprenticeship training; and  
adequately equipped training facilities are available.  
Alternate work or other activities undertaken in accordance with this clause shall not count as time lost for the purposes of clause 20A(d) of the Award.

## 7. Flexible Hours

By agreement between the employer and the employees, the ordinary hours shall be eight consecutive hours to be worked between the hours of 6am and 6pm Monday to Friday provided that the worker shall be given a week's notice of any change in the scheduled starting time.



8 **Self Directed Work Teams**

The parties agree that work teams will be an important organisational concept within the Plumbing and Mechanical Services areas. Each work team will be based upon the field or fields of work of the Plumbing and Mechanical Services sector of the Service Stream in which the Company operates.

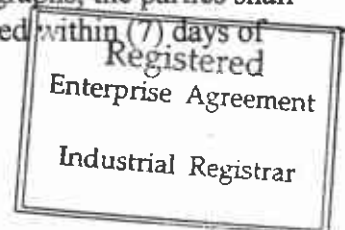
9 **Overtime**

In the circumstances where the requirements of a particular dictate, a reasonable amount of overtime may be worked. The company shall determine the number and category of employees who will be offered the opportunity to work overtime. Provided that the available overtime shall be shared equitably amongst all employees who are qualified to (ie: work within their classification) and indicate a willingness to work overtime. Where overtime is worked after the usual ceasing time (ie: at the end of ordinary hours of work) the company may, subject to the agreement of the employees affected, roster the first crib break so as to ensure minimum disruption to the work on site. Provided that each employee affected is to take their crib break within 30 minutes of the usual ceasing time and there is to be no reduction in facilities as a result of the application of this clause. Any subsequent crib breaks that employees may be entitled to as a result of working overtime shall be taken in accordance with the Award.



10. **Dispute Settling Procedure**

- 10.1 It is the intention of the parties to eliminate, by direct negotiation and consultation between them, any dispute or grievance which is liable to cause a stoppage or other form of ban or limitation upon the performance of work.
- 10.2 In the event of a dispute occurring, the following procedure shall be followed.
- 10.3 Other than disputes or grievances caused by safety issues, work shall continue without interruption while the matter is raised by the employee with his/her immediate supervisor.
- 10.4 If this fails to resolve the dispute, the employee shall advise his/her Union representative and/or Union Official who shall discuss the dispute with the employer, and both parties shall attempt to reach agreement as quickly as possible.
- 10.5 In these discussions, the Union Representative may seek the advice and assistance of an Official of his/her Union, and the employer may seek the advice and assistance of his/her Employer Association.
- 10.6 Should the discussions fail to settle the dispute, the Union Representative and/or Official involved, shall notify his/her state Secretary, and the Employer involved shall notify the appropriate Employer Association of the dispute. A conference shall then be convened as soon as possible to resolve the dispute.
- 10.7 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the N.S.W. Industrial Commission for conciliation and/or arbitration.
- 10.8 Notwithstanding anything contained in the previous paragraphs, the parties shall be free to exercise their rights if the dispute is not finalised within (7) days of notification of the dispute.



11 **Payroll**

EFT may be introduced for payment of wages of employees of the Enterprise. Award provisions regarding payment of wages are to continue to apply.

12 **Supplementary Labour**

It is agreed between the parties to this agreement that from time to time the company will require the use of short term/ long term hire on a casual basis the Company agrees to pay these employees rates of pay listed in Appendix 3 . This payment will be paid in leu of R.D.O. , Inclement weather, Annual leave, Redundancy.

13. **Protective Clothing**

Upon commencement, all employees shall be provided with the following protective Clothing:

- Two (2) long sleeve or short sleeve shirts
- Two (2) pairs of trousers or shorts or overalls
- One (1) pair boots

Protective Clothing shall be replaced on a fair wear and tear basis.

14 **Consultative Committees**

In conjunction with section 9 of this agreement, the consultative committee shall meet as required but not less than every three months with additional meetings being convened at the request of either parties.

15 **Site Allowance**

The site allowance specified below only applies to sites within the County of Cumberland.

- 15.1 A site allowance shall be paid to each employee of \$2.50 per hour worked in addition to the rates of pay prescribed by this agreement, provided that \$1.00 of this allowance shall be for all purposes and shall be added to the hourly rate as prescribed in Appendix 1.



15.2 If a site allowance is applicable on any project, the employee shall not be entitled to receive both site allowances but shall receive the higher amount of the two. This shall not apply where the employer is contractually bound to pay both allowances under a project agreement.

15.3 It is also agreed that the company will pay an additional 75 cents per hour worked whilst working on B.H.P. Wire Industry. This allowance is payed in lieu of all special allowances and will not attract any penalty rates.

15.4 Employees working on mine site within the Hunter Valley will be payed an additional \$5.10 / hour on there ordinary rates

16 **Overaward Payments**

Where applicable, all overaward payments currently being made to existing employees shall be maintained. These payments shall be in addition to the rates of pay and allowances under a project agreement.

17 **Apprentices**

With respect to apprentices, this agreement is to be read in conjunction with the NSW Plumbers and Gasfitters Employees Award.

Apprentices shall be paid all wages and conditions and allowances as specified by this Agreement for the time spent attending college/school in the course of their apprenticeship. All time spent attending college/school in the course of the apprenticeship shall count as time served for all purposes.

18 **Fares Allowance**

Fares will be payed in accordance with the said Award the allowance.

19 **Additional Wage Increase**

The Company agrees to increase the base rate of pay on the 1<sup>st</sup> July 1999 by an additional \$18.00 and a additional \$18.00 from the 1<sup>st</sup> January 2000 and an additional \$18.00 1<sup>st</sup> July 2000 .



APPENDIX 1 - OUTSIDE COUNTY OF CUMBERLAND

	REGISTERED PLUMBER	UNREGISTERED PLUMBER (INC. ROOFERS, DUCT FIXERS & LAGGERS)	DRAINERS REGISTERED/ LICENSED	IRRIGATION INSTALLER	PLUMBERS LABOURER
BASE RATE	386.83	386.83	384.31	384.31	352.25
TOOL ALLOWANCE	19.02	19.02	19.02		
INDUSTRY ALLOWANCE	16.71	16.71	16.71	16.71	16.71
SUPPLEMENTARY PAYMENT	71.59	71.59	71.59	71.59	71.59
REGISTRATION ALLOWANCE	17.87		17.87	17.87	
PLUMBING TRADE ALLOWANCE	13.35	13.35	13.35	13.35	
SUB TOTAL	525.37	507.50	522.85	503.83	440.55
LOST TIME LOADING	16.68	16.11	16.60	15.99	13.99
SPECIAL ALLOWANCE	8.09	8.09	8.09	8.09	8.09
ENTERPRISE ALLOWANCE	50.00	50.00	50.00	50.00	50.00
WEEKLY RATE	600.14	581.70	597.54	577.91	512.63
HOURLY RATE	15.79	15.31	15.72	15.21	13.49
FARES	80.10	80.10	80.10	80.10	80.10

INDENTURED APPRENTICES

	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
% OF BASE + APPROP. ALLOWANCES	183.40	252.10	330.10	389.70
INDUSTRY ALLOWANCE	16.71	16.71	16.71	16.71
TOOL ALLOWANCE	19.02	19.02	19.02	19.02
ENTERPRISE ALLOWANCE	20.00	27.50	36.00	42.50
WEEKLY RATE	239.13	315.33	401.83	467.93
HOURLY RATE	6.29	8.33	10.57	12.31
FARES	12.64	14.57	14.57	14.57

TRAINEE APPRENTICES

	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
% OF BASE + APPROP. ALLOWANCES	206.30	284.20	366.70	412.60
INDUSTRY ALLOWANCE	16.71	16.71	16.71	16.71
TOOL ALLOWANCE	19.02	19.02	19.02	19.02
ENTERPRISE ALLOWANCE	22.50	31.00	40.00	45.00
WEEKLY RATE	264.53	350.93	442.43	493.33
HOURLY RATE	6.96	9.24	11.64	12.98
FARES	12.64	14.57	14.57	14.57

ALL RATES ARE OPERATIVE FOR ONE YEAR FROM 1.7.98  
0784 96 000

Registered  
 Enterprise Agreement  
 Industrial Registrar



Appendix 3

SUPPLEMENTARY LABOUR  
RATES OF PAY

	Registered Roof Plumber	Unregistered roof Plumber	Labourer
Base Rate	\$720.00	\$702.00	\$620.00
Hourly rate	\$18.00	\$17.50 /hour	\$15.50 /hour
Weekly Rate	\$720.00	\$702.00	\$620.00
Fares	\$12.00 / Day	\$12.00 / Day	\$12.00 /Day
B.H.P Allow	75 cents /hour	75 cents / hour	75 cents / hour
Mines Allow	\$5.10 /hour	\$5.10 / hour	\$5.10 /hour

Base rate will move in line with Clause 19 Additional wage increases of this Agreement



SIGNATURE PAGE

Signed

*J. Harvey*

Behalf of Sunbow Roofing

Signed

*A. McLean*

Behalf of N.S.W. Plumbers and Gasfitters  
Union (Newcastle Branch)

Signed

*Paul Daxby*

Witness

Date

18/12/98

Registered  
Enterprise Agreement  
Industrial Registrar