

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/67

TITLE: The Dowdon Contracting Pty Ltd Enterprise Agreement 2001

I.R.C. NO: 2001/7912

DATE APPROVED/COMMENCEMENT: 7 December 2001

TERM: 7 December 2003

**NEW AGREEMENT OR
VARIATION:** New Replaces EA95/333

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to employees who are covered by the Building and Construction Industry (State) Award

PARTIES: Dowdon Contracting Pty Limited -&- Jim Kete, Brian Kingi, Martin Lettis, Adam Rua and Fred Winter



- ENTERPRISE AGREEMENT -

BETWEEN

DOWDON CONTRACTING PTY LTD

AND

EMPLOYEES

1. TITLE OF AGREEMENT

This Agreement will be known as The Dowdon Contracting Pty. Ltd. Enterprise Agreement 2001.

2. ARRANGEMENT

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3. Application and Scope

This Agreement shall be between Dowdon Contracting Pty Ltd and its employees and apply at various workplaces/building sites of Dowdon Contracting Pty Ltd located at 5/10 Lagoon Street Narrabeen New South Wales and from which the enterprise is conducted. It is applicable only to direct employees of Dowdon Contracting Pty Ltd engaged in demolition, excavation and associated works. The parties to this Agreement declare that this Agreement was not entered into under duress by either party.

Where this Agreement is silent the provisions of the Building and Construction Industry (State) Award will apply.

4. Period of Operation

This Agreement shall operate from date of registration and shall remain in force for a period of two (2) years. Three months prior to the date of expiration of this Agreement negotiations will commence to consider either extending this Agreement or formulating a new Agreement.

5. Aims

The aims of the Agreement are:

- (i) To identify the advantages available through working co-operatively;
- (ii) To increase job satisfaction and quality of life of the Company's employees;
- (iii) To increase the competitiveness of the Company by continuously improving the efficiency, productivity, safety and quality of production;
- (iv) To develop a shared vision and shared decision process through consultation and participation;
- (v) To develop adaptable, committed, highly skilled employees;
- (vi) To ensure that the Company remains solvent

6. Objectives

The objectives of this Agreement are:

- (i) To eliminate, as far as practical, barriers to efficiency and productivity within the Company;
- (ii) To create a better working environment for all of the Company's employees;
- (iii) Improve job security and employability for employees;
- (iv) Provide high standards of occupational health and safety;
- (v) Ensure strict adherence to this Agreement;
- (vi) Eliminate lost time.

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7. Commitment

The parties to this Agreement are committed to ensuring that:

- (i) The terms and conditions of this Agreement lead to real gains in productivity and workplace efficiencies, without reduction to health and safety standards;
- (ii) The dispute avoidance and settlement procedures provided for in this Agreement are rigorously applied and enforced. Payment for lost time will not be claimed or paid other than as described in Clause 11, Inclement Weather.

8. Contract of Employment

All employees covered by this Agreement other than casual shall, whilst ever performing work covered by this Agreement, be engaged on a weekly contract of employment. Casual employees shall be paid the appropriate rate of pay for work being performed plus twenty per cent calculated to the nearest half cent with a minimum payment on any one day of four hours. The penalty rate herein prescribed shall be made in lieu of annual leave, public holidays and sick leave prescribed for weekly employees.

It is agreed between the parties that overtime rates will only be paid to casual employees when they work in excess of thirty eight (38) hours in a regular working week as described in Clause 9, Hours of Work.

Employment, except in the case of casual employees, shall be terminated by a weeks notice being given by either party at any time during the week or by the payment or forfeiture, as the case may be, of the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated.

Where an employee has given or has been given notice of termination of employment he or she shall continue in his or her employment until the date of expiration of such notice. Any employee who, having given or been given such notice without reasonable cause (proof of which shall lie on the employee) absents themselves from work during such period shall be deemed to have abandoned employment and shall not be entitled to payment for work done within that period.

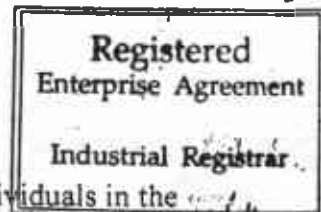
9. Hours of Work

In recognition that, in general, the hours worked by individuals in the building/construction industry are not consistent with the objectives of maintaining high productivity or a high quality of life, the parties to this Agreement have agreed to adopt a more innovative and flexible working arrangement.

i) Ordinary Hours

Ordinary hours of work shall be thirty eight (38) per week worked Monday to Friday and worked between the hours of 6:00 am and 6:00 pm. However, when daylight saving applies ordinary hours may commence at times agreed between Management and the majority of its employees.

Ordinary hours shall be worked as a nineteen (19) day four (4) week cycle of eight (8) hours of each day worked accruing as an entitlement to take on the fourth Monday in each cycle as a day off paid as though worked and to be known as a Rostered Day Off.



It is a term of this Agreement that the Company will be able to utilise increased flexibility on Rostered Days Off by employees having their Rostered Day Off on an agreed day on or after the designated industry Rostered Day Off.

By agreement between the parties employees may accrue up to five (5) Rostered Days Off in any one (1) year and unless otherwise agreed such time accrued will be taken at the Christmas break each year.

Employees engaged on shift work where the normal ceasing time is later than 6:00 pm but prior to 6:00 am shall receive an additional loading/allowance of fifty per centum (50%) of the ordinary rate applying to the employee's classification level.

10. Wage Rate Structure

In order to maximise productivity at the workplace, the parties have agreed to implement the wage rate structure detailed below. The rates of pay applicable to employees from the signing of this Agreement are as follows;

Group 3 Labourer and Leading Hand (2-5) \$14.90 per hour

The above base rates are paid rates and incorporate all award, over award and non award payments which might otherwise be payable, but do not incorporate the amounts referred to in (a) and (b).

(a) Special Allowance

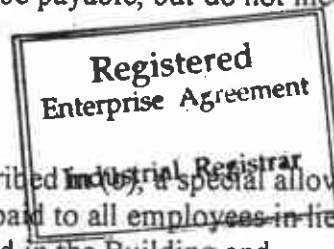
For other than those allowances described in (b), a special allowance of \$2.68 per man hour worked shall be paid to all employees in lieu of all allowances and special rates contained in the Building and Construction Industry (State) Award. This allowance will move in accordance with work related allowances in the Building and Construction Industry (State) Award.

No other allowances or special rates contained in the Building and Construction Industry (State) Award or Industry Agreements will have any application to Company employees.

(b) Living Away from Home and Excess Fares and Travelling

In addition to the Wage Rates and the Special Allowance payment provided for in this Agreement the following amounts will be paid, where applicable, in accordance with the provisions contained in the Building and Construction Industry (State) Award.

- Living away from home allowance
- Excess fares and travelling



(c) **Alteration of Wage Rates During the Term of Agreement**

Wages Rates will be adjusted during the term of this Agreement in accordance with relative movements in the Building and Construction Industry (State) Award.

(d) **Protective Clothing**

All protective Clothing will be supplied to the employees by Dowdon Contracting Pty Ltd.

11. **Inclement Weather**

As all employees (other than casual employees) are engaged under a weekly contract of employment they will be required to remain on site for all ordinary hours of work unless directed otherwise by management. There is no longer a thirty two (32) hour per hour (4) week limit on paid inclement weather time or an automatic right to leave site during periods of inclement weather.

Management reserves the right to direct the employees to carry out alternative work elsewhere however, no employees will be required to work in conditions considered unsafe or unreasonable.

12. **Consultative Committee**

It is agreed that a Consultative Committee comprising representatives from management and workforce, in equal numbers, will be established and maintained. The purpose of this committee will be to:

- Facilitate the implementation of the terms of this Agreement;
- Facilitate the implementation of Workplace Reform through consultation and participation;
- Act as a forum for expression of employee ideas;
- Assist in the implementation of the company Occupational Health and Safety Programs

The Committee will meet on a regular basis to discuss relevant issues and will not be greater than four (4) in number.

13. **Sick Leave**

An employee other than a casual employee who is absent from his/her work because of personal illness or injury (other than that covered by workers' compensation) shall be entitled to sick leave credits subject to the following conditions and limitations;

- (i) They shall within 24 hours of the commencement of such absence inform the employer of their inability to attend for duty; and, as far as

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practicable, state the nature of the injury or illness and the estimated duration of the absence.

- (ii) They shall prove to the satisfaction of their employer that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iii) during the first year of employment an employee will be entitled to sick leave entitlement at a rate of one day at the beginning of each of the first ten calendar months of his/her first year of employment;
- (iv) during the second and each subsequent year of service an employee will become entitled to additional sick leave credits to a maximum of ten (10) days
- (v) sick leave credits not taken will accumulate from year to year;
- (vi) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence on one day only such employee if in the year they have already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless they produce to the employer a certificate of a duly qualified medical practitioner that in the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or injury: Provided that an employer may agree to accept from the employee a statutory declaration stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate. Nothing in this subclause shall limit the employer's rights under 13(ii).

14. Dispute Avoidance and Settlement Procedure

The parties recognise that one of the aims of this Agreement is to eliminate lost time in the event of a dispute and to achieve prompt resolution. Fundamental to this is the principle that disputes must be resolved as close to the source of the dispute as possible without undue influence being exerted from outside sources. In the first instance an employee shall submit a request concerning an industrial issue to the employee's immediate Foreman/Supervisor. If the matter cannot be resolved at this stage then the following procedure shall be applied;

- (i) the employee and Workforce Representative(s) shall submit the issue to the immediate Foreman/Supervisor;
- (ii) if not settled at this stage the matter will be referred to the Consultative Committee;
- (iii) If the dispute still exists after the aforementioned processes have been carried out, the matter shall be referred to the Commission for



determination. The decision of the Commission will be accepted by all parties subject to legal rights of appeal.

Whilst the above procedures are being followed work shall continue as it was prior to the dispute. No party shall be prejudiced as to final settlement by the continuance or work in accordance with this clause.

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Procedure for Settling Disagreements Over Safety Issues

Where a safety problem exists work shall cease only in the affected area. Work shall continue elsewhere unless access to safe working areas is unsafe. However, any problem of access shall be immediately rectified and employees will use any alternate safe access to such safe working areas whilst the usual access is being rectified.

Should the whole site be in dispute on the basis that the whole site is thought to be unsafe, a Workcover Inspector shall be immediately called. Pending the arrival of a Workcover Inspector the following procedures shall apply:

- (i) Workers shall not leave the site but shall remain in the sheds;
- (ii) Immediate inspections of the disputed areas involving both Employer and Employee safety representatives shall take place to identify what safety rectification needs to take place in the disputed areas;
- (iii) All workers who can be gainfully employed shall immediately rectify that which needs to be rectified.
- (iv) Management will nominate in order of priority the areas to be inspected by safety representatives. Upon verification that rectification work is completed productive work will resume. Such resumption of work shall take place in stages as each area has been cleared.
- (v) Any disagreements between Company and workforce safety representatives shall be determined by the recommendation of a Workcover Inspector.

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Superannuation

It is agreed that superannuation contributions shall be paid, at the rate of sixty dollars (\$60) per week, or the Superannuation Guarantee Levy amount (whichever is greater), into the Construction and Building Superannuation Scheme (C+BUS) by the Company for each employee covered by this Agreement.



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ACIRT

It is agreed that ACIRT contributions shall be paid, at the rate of fifty dollars (\$50) per week into the Australian Construction Industry Redundancy Trust by the Company for each employee covered by this Agreement.

18

C.T.A.S

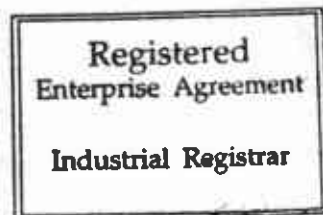
It is agreed that C.T.A.S contributions shall be paid, at the rate of forty nine dollars and ninety cents (\$49.90) per month into the Coverforce Top-Up Accident Scheme by the Company for each employee covered by this Agreement.

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No Further Claims

Subject to subclauses 10(a) and 10(c), it is agreed between the parties that no further claims shall be made on the Company during the currency of this Agreement.

*Approved
W. Staley J.
7/12/07*



18. Signatories to Agreement

Signed for and on behalf of Dowdon Contracting Pty Ltd

[Signature]
SIGNATURE

17/11/2001
DATE

Director
POSITION

A.Ra.
WITNESS

17.11.01
DATE

Signed by employees of Dowdon Contracting

[Signature]
SIGNATURE

17/11/01
DATE

5 & Wharowhiti Taunoe
~~5 & Wharowhiti Taunoe~~
NAME

[Signature]
SIGNATURE

17.11.01
DATE

Jim Rangi KETE
NAME

A.Ra.
SIGNATURE

17.11.01
DATE

ADAM RUA
NAME

B Kingi
SIGNATURE

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DATE

BRIAN KINGI
NAME

SIGNATURE

DATE



MARTIN LETTIS
NAME

Martin Lettis
SIGNATURE

17.11.01
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FRED WINTER
NAME

Fwinter
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