

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/109

TITLE: IS & GC Nunan Enterprise Agreement 1997

I.R.C. NO: 97/2733

DATE APPROVED/COMMENCEMENT: 29 May 1997

TERM: 36 Months

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees of the company covered under the Building Tradesmen (State) Construction Award, Building Tradesmen (State) Construction - 1996 Wages Adjustment Award, Building and Constuction Industry Labourers' On Site (State) Award, Building and Constuction Industry Labourers' On Site - 1996 Wages Adjustment (State) Award

PARTIES: IS & GC Nunan Pty Ltd -&- Mark Jolliffe, Stephen Lloyd, Ian Nunan, Peter Parlov, Peter Swadling

'A' This and the attached 10 pages is
the annexure marked 'A' referred to
in The Affidavit of Ian Stanley Nunan

dated 16 May 1997

Gregory Kerr
Gregory Kerr

Solicitor Broadmeadow

ENTERPRISE AGREEMENT

Between

IS & GC Nunan Pty Ltd

&

the Employees



May 1997

1. Title

This Agreement shall be known as the IS & GC Nunan Enterprise Agreement 1997.

2. Arrangement

<u>Clause</u>	<u>Content</u>
1.	Title
2.	Arrangement
3.	Objectives of the Agreement
4.	Commitment
5.	Parties, Scope, Duration
6.	No Extra Claims
7.	Health & Safety
8.	Classifications & Rates of Pay
9.	Contract of Employment
10.	Disciplinary Procedures
11.	Annual Leave
12.	Rostered Days Off
13.	Quality Assurance
14.	Electronic Funds Transfer
15.	Posting of Agreement



3. OBJECTIVES OF THE AGREEMENT

This Agreement has been developed by representatives of IS & GC Nunan Pty Ltd ACN 001 679 938 (the Company), and its employees.

The objectives of this Agreement are:

- * 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; and
- * establishment of quality procedures.



5. PARTIES, SCOPE , DURATION

- 5.1 **PARTIES BOUND**: This Agreement shall be binding on IS & GC Nunan Pty Ltd on the one hand, the Company's employees on the other.
- 5.2 **SCOPE**: This Agreement shall apply to all employees of the Company covered under *the Building Tradesmen (State) Construction Award, the Building Tradesmen (State) Construction 1996 Wages Adjustment Award / the Builders Labourers on Construction On-site (State) Award, the Building and Construction Industry Labourers' On Site 1996 Wages Adjustment Award* and any related or "splinter" Awards (collectively, the Awards).
- 5.3 **RELATIONSHIP TO PARENT AWARD**: Where there is any inconsistency between this Agreement and the Awards 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 NSW 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 **HEALTH & SAFETY**

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

- (i) it is the company's obligation as far as is reasonably practicable to provide a safe and healthy workplace;



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

8 CLASSIFICATION & RATES OF PAY

8.1 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 paid as per those classifications in accordance with Appendix A.

These rates include Industry and Underground Allowances, Tool Allowance, Special Allowance, and Follow-the-job Loading (where applicable). They do not include the fares allowance which shall be paid as per the Award. If at any time the rates of pay under this Agreement are less than the Award rate, the Award rate shall apply.

8.2 WAGE INCREASES THROUGH LIFE OF AGREEMENT: The above rates of pay shall be increased through the period of this Agreement by an increase of 3% from the beginning of the first full pay period commencing each 12 months after the date of approval of this Agreement.

8.3 PRODUCTIVITY ALLOWANCE: In addition to the above rates, a Productivity Allowance of \$0.26 per hour, shall be paid 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. The payment shall be in lieu of all Special Rates payable under the Award and any project or site allowances applicable to the project, except as otherwise provided by subclause 8.4.

8.4 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 higher than those provided under subclause 8.3, the higher allowance shall be paid, subject to the following:

- (a) such 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.

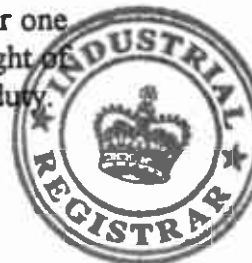
9 CONTRACT OF EMPLOYMENT

9.1 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.

9.2 TERMINATION OF EMPLOYMENT: Employment (other than casual employment) may be terminated by the giving of one day's notice on either side, or one 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.

9.3 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 for working ordinary time shall be paid at the relevant rate as prescribed in clause 8 of this Agreement for each hour worked, plus a loading of twenty (20%) per cent. The twenty per cent loading herein is in lieu of public holidays, 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 Clauses 8 (Classifications & Rates of Pay), Overtime, and subject to their earning more than \$450 in any month, Superannuation, but shall not be entitled to any redundancy contribution as specified in the Award;
- (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; and
- (v) casual employees shall be required to have appropriate footwear on commencement with the Company.



9.4 **EQUAL EMPLOYMENT OPPORTUNITY**: The Company is an equal opportunity employer and as such maintains an affirmative action programme seeking to explore opportunities for the employment of minority or less able groups in the community.

10 **DISCIPLINARY PROCEDURES**

10.1 **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.

10.2 **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.

11 **ANNUAL LEAVE**

Notwithstanding anything contained in the Awards, the company shall attempt to accommodate all requests for annual leave where at least seven (7) days notice is given of the employee's intention to take leave.



12 ROSTERED DAYS OFF

In order to ensure maximum flexibility and to suit their needs, employees may agree to vary the date of the monthly industry rostered day off (RDO). In such cases employees entitled to an accrued RDO shall:

- (i) take such RDO on days other than the industry nominated date; or
- (ii) "bank" all or some RDOs, provided that all banked RDOs are taken either before or at the anniversary of the employee's commencement date with at least 1 week's notice given of the intention to bank the RDO;

The banking or taking of RDOs is subject to an appropriate ratio of tradesman and labourers being available to meet work requirements of the Company.



13 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 and to the employee's long term employment prospects. In order to achieve this it is agreed:

- (a) all employees shall co-operate fully in the development and implementation of a company 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.

14 PAYMENT BY ELECTRONIC FUNDS TRANSFER

Wages will be paid through electronic funds transfer or by cheque for all employees.

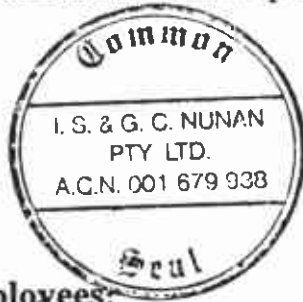
15 POSTING OF AGREEMENT

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 this9..... day of MAY 1997

COMPANY

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



[Signature]
.....
Director

IAN STANLEY NUNAN
.....
(Name in block letters)

Signed by the Employees:

Signed: *[Signature]*
.....
PETER PARLOV
.....
(Name in block letters)

Classification: *Bricklayer*.....

Signed: *[Signature]*
.....
STEPHEN J WLOYD
.....
(Name in block letters)

Classification: *BRICKLAYER*.....

Signed: *[Signature]*
.....
IAN NUNAN
.....
(Name in block letters)

Classification: *LABOURER*.....

Signed: *[Signature]*
.....
MARK JOLLIFFE
.....
(Name in block letters)

Classification: *BRICKLAYER*.....

Signed: *[Signature]*
.....
PETER SWOOLING
.....
(Name in block letters)

Classification: *LABOURER*.....

Signed:
.....
(Name in block letters)

Classification:

Signed: *[Signature]*
.....
~~BRICKLAYER~~ *S.S.*
.....
(Name in block letters)

Classification:

Signed:
.....
(Name in block letters)

Classification:



APPENDIX A - CLASSIFICATION STRUCTURE & RATES OF PAY

<u>Wage Group</u>	<u>Weekly Rate</u> \$	<u>Hourly Rate</u> \$
Bricklayer	494.00	13.00
Skilled Labourer	449.16	11.82
Labourer	419.52	11.04

<u>Leading Hand Allowance</u>	<u>Weekly Rate</u> \$	<u>Hourly Rate</u> \$
(a) in charge of not more than 1 person	10.60	0.29
(b) in charge of 2 and not more than 5 persons	23.50	0.64
(c) in charge of 6 and not more than 10 persons	29.90	0.81
(d) in charge of more than 10 persons	39.80	1.08



Bricklayer

An employee at this classification performs work to the extent of their skills, competence and training as a bricklayer.

A Bricklayer:

- * performs work of a trades nature;
- * exercises measuring and calculation skills;
- * works from instructions and procedures; and
- * understands and applies quality control techniques.