

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/98

TITLE: KC & GA Bedford Scaffolding Enterprise Agreement

I.R.C. NO: 97/1584

DATE APPROVED/COMMENCEMENT: Approved 7 May 1997 and commenced from beginning of the first pay period on or after 7 May 1997

TERM: 3 Years

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF
EMPLOYEES: To apply to Scaffolders

PARTIES: KC & GA Bedford Scaffolding -&- Geoffrey Eldridge, Wayne Eldridge, Peter Ford, Christian Green, Paul Hawker, Dennis Hobbins, Richard Sheridan, Peter Wilkins



'A' This and the attached 10 pages is
the annexure marked 'A' referred to
in The Affidavit of Kenneth Charles
Bedford

dated 21 March 1997

Gregory Kerr

GREGORY KERR

Solicitor, Broadmeadow

ENTERPRISE AGREEMENT



Between

KC & GA Bedford Scaffolding

&

the Employees

March 1997

1. Title

This Agreement shall be known as the KC & GA Bedford Scaffolding Enterprise Agreement 1997.

2. Arrangement

<u>Clause</u>	<u>Content</u>
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2.	Arrangement
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8.	Classifications & Rates of Pay
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10.	Disciplinary Procedures
11.	Sick Leave
12.	Hours of Work
13.	Quality Assurance
14.	Inclement Weather
15.	Payment by Electronic Funds Transfer
16.	Posting of Agreement

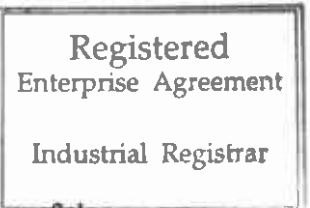


3. OBJECTIVES OF THE AGREEMENT

This Agreement has been developed by representatives of KC & GA Bedford Scaffolding and their employees.

The objectives of this Agreement are to:

- * To contribute to long term improvement in the firm'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 firm;
- * introduction of greater scope for employee participation through improved organisation.

5. PARTIES, SCOPE , DURATION

- 5.1 **PARTIES BOUND**: This Agreement shall be binding on KC & GA Bedford Scaffolding on the one hand (the Firm), and the employees on the other.
- 5.2 **SCOPE**: This Agreement shall apply to all employees of the Firm covered under the Builders Labourers on Construction On-site (State) Award, Building and Construction Industry Labourers' 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 NSW Industrial Relations Commission, and shall continue in force for three 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 firm'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 firm 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.



BENEFITS

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 transferred to those classifications in accordance with Appendix A.

The rates at Appendix A include Industry and Underground Allowances, Special Allowance, Follow-the-job Loading and a component to compensate for non-accrual of Rostered Days Off. An additional amount is paid as an overaward payment in recognition of anticipated productivity gains.

The rates above do not include the fares and travelling allowance, which shall be paid as per the Award.

8.2 WAGE INCREASES THROUGH LIFE OF AGREEMENT:

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

an increase of 3.5% from the beginning of the first full pay period commencing each 12 months after the date of approval of this Agreement.

8.3 SITE ALLOWANCES: Where under its contractual obligations for particular projects/sites, the firm 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 subclause 8.1, the higher shall prevail, subject to the following:

- (a) such higher allowance shall only be paid to its employees where the firm 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 firm 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 firm. Such termination shall not amount to being harsh, unjust or unreasonable.

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 1 day's pay shall be paid in lieu or forfeited. Nothing in this clause shall affect the right of the firm to dismiss an employee without notice for misconduct or refusal of duty.

9.3 CASUAL EMPLOYMENT: The Firm 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, sick leave, annual 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; and
- (iv) casual employees shall be required to have appropriate footwear on commencement with the firm.
- (v) 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.

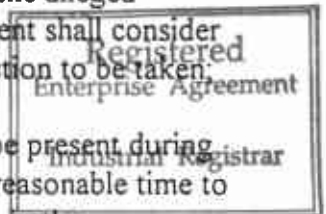
10 DISCIPLINARY PROCEDURES

10.1 DISCIPLINARY PROCEDURES: Where the firm 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 firm 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 firm reserves the right to dismiss an employee without notice in cases of serious misconduct or refusal of duty.

11 SICK LEAVE

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

- (i) the employee shall, as far as is practicable, advise the firm before the normal work commencement time of their inability to attend for duty and the nature of the illness or injury and the estimated duration of the absence;
- (ii) on or before his or her return to work, the production of a certificate of a duly qualified medical practitioner that, in the practitioner's opinion, the employee was unable to attend for duty due to personal illness or injury (the nature of which shall be stated in the certificate), and the period of the inability to attend for duty; and

- (iii) where the firm has reasonable cause to query any certificate provided by an employee, management may direct the employee to attend a further examination by a doctor of its nomination, and the firm shall bear the cost of that examination.

PRODUCTIVITY MEASURES

12 HOURS OF WORK

- 12.1 **ORDINARY HOURS**: The ordinary working hours shall be 40 hours per week, 8 hours per day, and may be worked on any day Monday to Friday inclusive, between the hours of-

6:00 am to 6:00 pm

- 12.2 **WORK OUTSIDE ORDINARY HOURS**: Any hours worked outside the span of hours set in 12.1 above, or in excess of 40 hours per week shall be regarded as overtime and dealt with in accordance with the relevant clauses of the Award.



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 firm's continued profitability. In order to achieve this it is agreed:

- (a) all employees shall co-operate fully in the development and implementation of a 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 firm 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 INCLEMENT WEATHER

The following procedures shall be implemented to limit the loss of productivity due to inclement weather, and ensure that as far as is practicable work will continue as normal unless this would create risks to health or safety,:

- (i) 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 shall be deemed reasonable];
- (ii) employees shall not leave the site if in the Firm's opinion useful work is available in the area not affected by inclement weather;
- (iii) employees shall accept transfer to other sites not affected by inclement weather, and the Firm shall provide transport where necessary;
- (iv) 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, forward planning, or other worthwhile activities at the discretion of the Firm.

15 PAYMENT BY ELECTRONIC FUNDS TRANSFER

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

16 POSTING OF AGREEMENT

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

This Agreement is made on this 13 day of MARCH 1997



FIRM/SOLE TRADER/PARTNERSHIP

Signed for and on behalf of
KC & GA Bedford Scaffolding

K.C. Bedford
Gail Anne Bedford
KENNETH CHARLES BEDFORD
 [Name in block letters]

In the presence of

Peter Kenneth D/H/G
 [Name in block letters]

Signed by the Employees:

Signed: Paul Hanks

Signed: [Signature]

PAUL HAWKER

(Name in block letters)

Classification: SCAFFIE

Signed: [Signature]

PETER FORD

(Name in block letters)

Classification: SCAFFOLDER

Signed: [Signature]

CHRIS GREEN

(Name in block letters)

Classification: SCAFFOLDER

Signed: R.P. [Signature]

RICHARD D. SHERIDAN

(Name in block letters)

Classification: SCAFFOLDER

PETER WILKINS

(Name in block letters)

Classification: SCAFFOLDER

Signed: [Signature]

SCAFFOLDER

(Name in block letters)

Classification:

Signed: G. [Signature]

GEOFF ELDRIDGE

(Name in block letters)

Classification: scaffolder

Signed: W. [Signature]

Wayne Eldridge

(Name in block letters)

Classification: scaffolder



APPENDIX A- CLASSIFICATION STRUCTURE & RATES OF PAY

<u>Classification</u>	<u>Weekly Rate</u> \$	<u>Hourly Rate</u> \$
Scaffolder	605.20	15.13

Scaffolder

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

An Scaffolder encompasses the following:

- * 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.



Scaffolder classification incorporates the following broadbanded Award Classification:

- * Labourer 3 - Scaffolder