

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/36**

**TITLE: Wollongong Civil Contractors Pty Ltd Certified Agreement**

**I.R.C. NO: 99/6557**

**DATE APPROVED/COMMENCEMENT: 10 December 1999**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE: 18 February 2000**

**DATE TERMINATED:**

**NUMBER OF PAGES: 15**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees at Wollongong Civil Contractors Pty Ltd, 21  
Resolution Drive, Unanderra NSW**

**PARTIES: The Australian Workers' Union, New South Wales -&- Wollongong Civil Contractors  
Pty Ltd**



**1. TITLE**

This Agreement shall be known as the Wollongong Civil Contractors Pty Ltd Certified Agreement 1999.

**2. ARRANGEMENT**

The Agreement is arranged as follows:

| <u>Subject Matter</u>                  | <u>Clause No.</u> |
|--|-------------------|
| Allowances                             | 20                |
| Annual Leave                           | 15                |
| Application                            | 3                 |
| Arrangement                            | 2                 |
| Avoidance of Industrial Disputes       | 24                |
| Continuous Improvement                 | 26                |
| Date & Period of Operation             | 5                 |
| Definitions                            | 27                |
| Flexi Days                             | 10                |
| Health and Safety                      | 18                |
| Issue of Work Clothing                 | 12                |
| Long Service Leave                     | 16                |
| Making of the Agreement                | 8                 |
| No Extra Claims                        | 23                |
| Not to be used as a Precedent          | 25                |
| Objectives of the Agreement            | 7                 |
| Parties Bound                          | 4                 |
| Payment of Wages                       | 11                |
| Picnic Day                             | 9                 |
| Probationary Employment (Trial Period) | 17                |
| Redundancy                             | 14                |
| Relationship to Parent Award           | 6                 |

Registered  
Enterprise Agreement  
Industrial Registrar

|                            |    |
|----------------------------|----|
| Rest Period after Overtime | 22 |
| Sick Leave                 | 21 |
| Superannuation             | 13 |
| Title                      | 1  |
| Wages                      | 19 |

**3. APPLICATION**

This Agreement shall apply at Wollongong Civil Contractors Pty Ltd, 21 Resolution Drive, Unanderra NSW, to all employees who are bound by the terms of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, and the Building Tradesmen (State) Construction Award.

**4. PARTIES BOUND**

The parties to this Agreement are:

- a. Wollongong Civil Contractors Pty Ltd;
- b. All employees of Wollongong Civil Contractors Pty Ltd, 21 Resolution Drive, Unanderra NSW 2526, whose terms and conditions of employment are regulated by the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, and the Building Tradesmen (State) Construction Award, whether members of the organisation of employees listed in subclause (c) hereof or not.
- c. The organisations that represent the employees defined in (b), namely:
  - i. The Australian Workers' Union.



**5. DATE AND PERIOD OF OPERATION**

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of agreement and shall remain in force for a period of two (2) years on and from certification.

**6. RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and interpreted wholly in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, and the Building Tradesmen (State) Construction Award as varied during the life of this agreement provided that where there is any inconsistency between this Agreement and the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, and the Building Tradesmen (State) Construction Award, this Agreement, shall take precedence to the extent of the inconsistency.

**7. OBJECTIVES OF THE AGREEMENT AND MEASURES TO INCREASE THE PRODUCTIVE PERFORMANCE OF THE ENTERPRISE**

The principal objectives of this agreement are to:

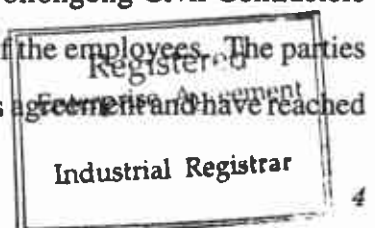
- a. Establish an agreed set of conditions of employment for employees of Wollongong Civil Contractors Pty Ltd;
- b. Provide a framework for employee's of Wollongong Civil Contractors Pty Ltd to pursue Best Practice and to achieve success measured in terms of timely completion of tasks, quality, productivity and customer satisfaction.
- c. To assist in the achievement of these objectives, this agreement records the following commitments:



- i. The parties to the Agreement are committed to the principle of continuous improvement and are accordingly committed to co-operating positively to increase the competitiveness of Wollongong Civil Contractors Pty Ltd.
- ii. The parties agree that substantial achievement has been attained in the provisions of this Agreement.
- iii. To enhance the career opportunities and job security of Wollongong Civil Contractors Pty Ltd employee's and facilitate continuous improvement in efficiency, productivity and competitiveness, Wollongong Civil Contractors Pty Ltd is committed to providing the necessary training to enable employee's to meet productivity requirements and to enhance the skills of employee's. Employee's agree to undertake training designed to improve efficiency, productivity and flexibility and competent employee's will assist in the training of other personnel.
- iv. Payment for employees involved in training will be as follows:
  - (1) an employee involved in training approved by the company, during normal working hours, shall be paid as if time worked;
  - (2) an employee undertaking training approved by the company, outside normal working hours, shall be paid at the overtime rate for such attendance.

## 8. MAKING OF THE AGREEMENT

This Agreement has been reached by negotiation between the parties as a means of securing the future viability and longevity of Wollongong Civil Contractors Pty Ltd and thereby by enhancing the job security of the employees. The parties have considered a broad agenda in the making of this Enterprise Agreement and have reached



consensus on terms that take the parties forward insofar as confusion that has existed between the employees and the employer as to payment and entitlements that have arisen in the past.

This Agreement has been written in simple terms to avoid confusion and the resulting workplace issues that arise. The parties have agreed that any issues that have arisen in the past have been considered in the making of this agreement and agree to move forward in a positive direction with assistance and co-operation of all.

Communication in the future and discussion between the employer and the employees will occur, whereby issues can be raised and discussed without the need to resort to industrial action and the damage that results to the company.

**9. PICNIC DAY**

Employees will be entitled to one picnic day per year and the day will be observed on the same day as BHP employees observe their picnic day.

**10. FLEXI DAYS**

Employees are entitled to one flexi day in each four week work cycle. The employees are required to take the day as is scheduled by the employer, however, a day may be deferred at the request of the employer to suit work on hand and required staff levels.

Employees may accrue a maximum of five (5) flexi days to be taken at another time convenient to work schedules. An employee may request to defer their flexi day and approval shall be the decision of the employer. If the day is deferred, the day worked shall be treated as a normal work day.



**11. PAYMENT OF WAGES**

Employees wages shall be paid Thursday of each week by way of electronic funds transfer into the employees nominated bank account. Funds are to be in the employees nominated account on the Thursday of each pay period.

**12. ISSUE OF WORK CLOTHING**

Employees will be issued the following clothing two (2) shirts, two (2) pairs pants, one (1) pair protective boots, per annum.

Work boots shall be replaced on a fair wear basis upon production of the worn work boots to the employer.

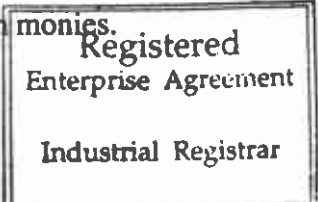
**13. SUPERANNUATION**

Employers Superannuation shall be paid into the ARF fund and amount as required by the Superannuation Guarantee Administration Act legislation shall be paid into the employees account on a monthly basis.

The union has suggested that the company should utilise the C+Bus fund to receive employee entitlements rather than the current fund. The company has agreed to consider and investigate this option with the assistance of the union and should the fund prove to offer a greater benefit to the employees and the cost involved to be no greater to the company, the company has agreed to consider the fund.

**14. REDUNDANCY**

An employee having been made redundant (as defined) shall be entitled to payment equivalent and no greater than that required by the Employment Protection Act 1982. An employee shall only be entitled to payment for a bona fide redundancy and resignation or termination for reasons other than redundancy shall not entitle an employee to payment of such monies.



Where Wollongong Civil Contractors Pty Ltd has made a definite decision that Wollongong Civil Pty Ltd no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision leads to the termination of employment of the employee, the employee will be entitled to severance pay as per Clause 14 of this Agreement.

**15. ANNUAL LEAVE**

Employees shall be entitled to leave in accordance with the Annual Holidays Act 1944.

**16. LONG SERVICE LEAVE**

Employees shall be entitled to leave in accordance with the Long Service Leave Act 1955.

**17. PROBATIONARY EMPLOYMENT (TRIAL PERIOD)**

Employment is based on an initial three (3) month probationary period during which the employees suitability for ongoing employment will be determined and they shall be paid at the appropriate award rate of pay.

If service is satisfactory during this period then permanent employment may be offered by Wollongong Civil Contractors Pty Ltd.

**18. HEALTH AND SAFETY**

Employee's are required to comply with company requirements for a safe workplace and/or work area.

- a. Employees are required to use personal safety equipment when performing work at all times;





- b. Employees are required to take reasonable care for the health and safety of themselves and their fellow employees as well as other persons who are at their place of work;
- c. Employees will ensure compliance with the safety rules, and not intentionally or recklessly interfere with or misuse anything that has been provided in the interest of health and safety;
- d. An employee will not to aid or abet any person in breaching safety legislation or safety requirements.

## 19. WAGES

- a. Wages will be paid and increased as follows for the employees subject to this agreement:-

- i. The hourly rates of pay shown shall be payable from the beginning of the first full pay period to commence on or after the date of agreement being reached.

|                                       |                  |
|---------------------------------------|------------------|
| (1) Labourer (As defined )            | \$13.50 per hour |
| (2) Multi-Skilled Worker (As defined) | \$14.87 per hour |
| (3) Tradesperson (As defined)         | \$16.06 per hour |

The rates shown above comprehend all award allowances and are the total all purpose hourly rate of pay. The employees rate of pay shall be calculated by applying the appropriate rate above and adding allowances as contained in the Agreement, and no reference to the Award shall be made.

- ii. 2.5% shall be payable from the beginning of the first full pay period to commence 12 months after the date of certification.



- iii. 2.5% shall be payable from the beginning of the first full pay period to commence 24 months after the date of certification.
- b. The wage increases specified above shall be applied to the wage rates contained in this clause.
- c. There shall be no further increase in wage or allowances for the life of the Agreement other than the increases indicated in this clause.

## 20. ALLOWANCES

Employees shall be entitled to the following allowances in addition to the all purpose rate of pay as shown in the agreement.

- a. BHP Allowance - Employees shall be entitled to an additional all purpose 0.75 cents per hour payable when the employee works on the BHP Port Kembla Site.
- b. Travel Allowance - Employees shall be entitled to \$11.00 per day to compensate them for travel associated with their employment with Wollongong Civil Contractors Pty Ltd.

Other Allowances payable :

The following allowances are in addition to the labourers rate of pay when working where these allowances would apply.

- c. Leading Hand Allowance/Standby Allowance - 0.90 cents per hour (flat rate).
- d. Epoxy Resins Allowance - 0.50 cents per hour.
- e. Scaffolding Allowance (over 4metres) - 0.40 cents per hour.
- f. Truck Driver (6 tonne & over) - 0.30 cents per hour.



## **21. SICK LEAVE**

### **Entitlement**

An employee shall accrue the following sick leave entitlement:-

|                                 |   |                   |
|---------------------------------|---|-------------------|
| Labourer/Multi-skilled employee | - | 8 days per annum  |
| Tradesperson                    | - | 10 days per annum |

In the first year of the Agreement an employee shall accrue sick leave at the rate of one (1) day per month up to their annual entitlement, other than a Tradesperson.

In subsequent years an employees sick leave balance shall be credited with their annual entitlement on the anniversary of their commencement of employment.

### **Sick leave accumulation**

An employees entitlement to Sick Leave shall accrue for a period of seven (7) years.

### **The effect of workers' compensation**

If an employee is receiving workers' compensation payments, they are not entitled to receive sick leave payments.

### **Employee must give notice**

The employee must, as soon as is reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty and as far as practicable state the nature of the injury or illness and the estimated duration of the absence.



If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of such absence.

### **Evidence supporting claim**

An employee must, if required by Wollongong Civil Pty Ltd, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

An employee who has already had two paid sick leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid sick leave in that year of a duration of one day only without production to the employer of a certificate of a qualified medical practitioner which states that the employee was unable to attend for duty on account of personal illness or injury.

An employer may agree to accept a Statutory Declaration in lieu of the required medical certificate.

## **22. REST PERIOD AFTER OVERTIME**

When overtime work is necessary it must, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive working days.

An employee (other than a casual employee) who works so much overtime between the termination of his or her ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least 8 consecutive hours off duty between those times must, subject to this subclause, be released after completion of the overtime until the employee has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.



If on the instructions of the employer an employee resumes or continues work without having had the 8 consecutive hours off duty the employee must be paid at double rates until he or she is released from duty for such period.

**23. NO EXTRA CLAIMS**

It is a term of this Agreement that the Unions and each of the employees bound by this Agreement will not pursue any extra claims, award or over award, for the duration of this Agreement. This includes claims relating to changes arising from award variations or decisions of the Commission other than changes that are consistent with the terms of this Agreement. It is also a term of this Agreement that the Unions and each of the employees bound by it will not take industrial action in support of extra claims, award or overaward, for the duration of this Agreement.

**24. AVOIDANCE OF INDUSTRIAL DISPUTES**

The employee/s concerned will first meet and confer with their immediate supervisor. The employee/s may appoint another person to act on their behalf.

Where the shop steward or delegate is involved, the shop steward or delegate shall be allowed the necessary time during working hours to interview the employee(s) and the supervisor.

If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee may invite a union official to be involved in the discussions. The employer may also invite into the discussions an officer of the employer organisation to which the employer belongs.

The shop steward or delegate shall be allowed at a place designated by the employer, a reasonable period of time during working hours to interview the duly accredited Union Officials of the Union to which they belong.

If the matter remains unresolved, the employer may refer it to a more senior level of management. The employee may invite a more senior union official to be involved in the discussions. In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Industrial Relations Commission for assistance in resolving the matter.

In order to facilitate the procedure:-

The party with the grievance must notify the other party at the earliest opportunity of the problem;

Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.

Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.

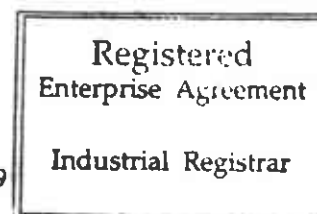
While the parties are attempting to resolve the matter the parties will continue to work in accordance with this Agreement and their contract of employment.

**25. NOT TO BE USED AS A PRECEDENT**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

**26. CONTINUOUS IMPROVEMENT**

Management and its employees covered by this Agreement are committed to searching for areas where improvements can be made and implementing such improvements as part of this Agreement.



**DEFINITIONS**

**Labourer** means a person, competent and able to perform any of the duties contained in the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award. The duties listed herein are not exhaustive, the employees recognising that they are indicative of the skills and responsibilities relevant to their classification.

**Multi-skilled employee** means a person competent and able to perform any of the duties of a labourer and in addition at least three of the following task groups:-

Experienced use of Epoxy substances.

Scaffolding (over 4m)

Confined Space Standby Person

Bobcat

Forklift.

Rigger.

Truck Driver (6 tonne & over)

**Tradesperson** means an employee in possession of a trade certificate engaged in maintenance and provision of services as required including leading hand duties, working unsupervised, monitor progress and delegate tasks to employees, overseeing jobs, read and interpret plans.



**SIGNATORIES**

Wollongong Civil Contractors Pty Ltd

D Laldon  
(signature)

DATED THIS 3RD DAY OF NOV 1999

The Australian Workers' Union

A J. [Signature]  
(signature)

DATED THIS 3RD DAY OF 11<sup>th</sup> NOV 1999

Graham Walker  
Elected Employee Representative

G. Walker  
(signature)

DATED THIS DAY OF 4th NOV. 1999

Carl Bridges  
Elected Employee Representative

[Signature]  
(signature)

DATED THIS 3RD DAY OF NOV. 1999

Stewart Lee  
Elected Employee Representative

[Signature]  
(signature)

DATED THIS 3RD DAY OF NOVEMBER 1999

