

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/263

TITLE: G M Considine Plumbing Pty Ltd \ Employees of G M Considine Plumbing Pty Ltd Enterprise Agreement

I.R.C. NO: IRC01/5317

DATE APPROVED/COMMENCEMENT: 21 August 2001

TERM: 36 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 5 October 2001

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged under the Plumbers & Gasfitters (State) Award

PARTIES: G M Considine Plumbing Pty Ltd -&- Trent Absalom, Ben Newberry, Gavin Proctor, Andrew Tillett



G.M. CONSIDINE
PLUMBING



G.M. CONSIDINE PLUMBING PTY LTD ENTERPRISE AGREEMENT

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THE NSW INDUSTRIAL RELATION COMMISSION
THE NSW INDUSTRIAL RELATIONS ACT 1996.

1. G.M. CONSIDINE PLUMBING PTY LTD

This Enterprise Agreement shall be known as the G.M. Considine Plumbing Pty Ltd /Employees of G.M.Considine Plumbing Pty Ltd.

2. DEFINITIONS

The Company:

G.M. Considine Plumbing Pty Ltd

Parent Awards:

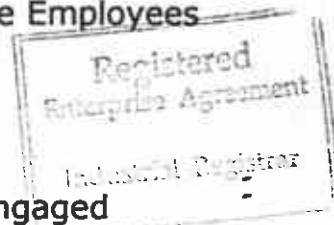
Plumbers & Gasfitters (State) Award

Union:

Communication, Electrical & Plumbing Union/ CEPU

The Agreement:

G.M. Considine Plumbing Pty Ltd and The Employees
of G.M. Considine Plumbing.



3. PARTIES AND PERSONS BOUND

- The Company in respect to all of its employees engaged Plumbing, drainage and gas fitting as defined by the Parent Award(s).
- Employees of the Company who are engaged in any of the occupants' callings or industries specified in the various Parent Award(s).

4. RELATIONSHIP TO PARENT AWARD

The terms and conditions of the agreement shall prevail and further rescind and replace the provisions contained in the Parent Awards, which apply to the relevant employees to the extent of any inconsistency. The Award will apply to matter not contained in this Agreement.

For the purpose of the agreement the following award is covered:

1. Plumbers & Gasfitters (State) Award

5. DURATION OF THE AGREEMENT

This agreement shall apply from the date of registration of the agreement pursuant to The NSW Industrial Relations Act 1996, Concerning EBA's and remain in force for a period of three (3) years.

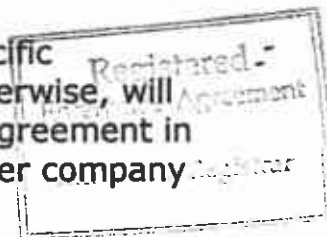
No later than three (3) months before the expiration of this Agreement the parties shall commence discussions concerning a future agreement. This Agreement shall continue to apply beyond its expiration date until replaced by another agreement or cancelled by one of the parties by giving one months notice, in writing, of its intention to terminate.

In the event the Agreement is terminated the conditions of this Agreement shall no longer apply. Conditions governing the employment of respective employees will be prescribed by the relevant Award(s).

6. NO EXTRA CLAIMS

It is a term of the agreement that the employees signatory to this agreement will not pursue any further claims against the Company during its period of operation.

It is a term of this agreement that no project site specific agreement ratified by the relevant Commission or otherwise, will arbitrarily override or supersede this or parts of this agreement in areas relating to superannuation, redundancy and other company specific issues.



7. COMPANY CONSULTATIVE COMMITTEE

The Company will establish and maintain where appropriate, a Consultative Committee as a forum for effective communication between the parties.

The Consultative Committee will be made up of an equal number of nominated management representatives and employee representatives elected by the employees. The parties agree that there will be a maximum of two representatives from management and site workforce. The Secretary of the Communication, Electrical & Plumbing Union/ CEPU or nominated union official or officer will be extended an invitation to attend Committee meetings upon the request of the Consultative Committee.

The principle purpose of this Committee will be to:

- (1) Facilitate and monitor the implementation of the terms of this Agreement.
- (2) Facilitate the process of Workplace Reform through consultation.
- (3) Develop and recommend measures of actions aimed at improving efficiency and productivity of the organizations business, including but no limited to:
 - Productivity
 - Job Security
 - Skills Audit
 - Training Plans
 - Management of Quality Assurance
 - **Occupational health and safety**
 - Productive Use of Inclement Weather
 - Rehabilitations of Injured Workers

8. PREAMBLE

The company and the employees recognise the need for change in response to new technologies, clients and builders requirements and the need for alternative approaches to work practices and the relationship between workers and employers.

The Company acknowledges that employees require career based employment opportunities and desire more interesting and challenging work.

The challenge for the Company is to work together with the employees in an approach consistent with the strategies and objectives of the Company, to the mutual benefit of all parties. To this end, the Company and it employees will seek to structure their arrangements to maximise their competitiveness and efficiency for success.

9. COMMITMENT

The parties recognise that all have a responsibility to ensure the successful operation of this agreement. This will be achieved by:

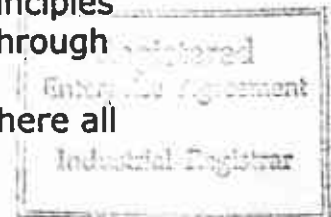
- (1) The Company relying on the commitment of all its employees to remain competitive and viable.
- (2) The Company having a commitment to consult with its employees to maximise the potential skills and knowledge of its workforce, and develop stronger and effective working arrangements.

- (3) The Company seeking to give greater job and career opportunities to its employees and potential employees.

10. OBJECTIVES

This Enterprise Agreement has the following objectives:

- (1) To provide a culture of continual improvement.
- (2) To provide workers with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging.
- (3) To improve the competitiveness, viability and profitability of the Company providing better wages for all.
- (4) To improve efficiency and flexibility by changing the way work is organised.
- (5) To establish skills-related career paths for employees.
- (6) To organise company structure and job design to maximise the Company's competitiveness.
- (7) To promote client satisfaction through improved efficiency and quality of work.
- (8) To pursue the implementation of safe working practices
- (9) To create a dispute free environment through consultation and common purpose.
- (10) To maintain and enhance the Company's Occupational Health and Safety performance.
- (11) To eliminate discrimination.
- (12) To foster and encourage Affirmative Action principles
- (13) To provide opportunities for injured workers through rehabilitation.
- (14) To provide a Friendly Working Environment where all can benefit.



11. PRINCIPLES

The parties are committed to the following principles:

- (a) Restructuring

The restructuring process recognises that rigid and narrow forms of work organisation are no longer appropriate and this will require examination of job design and skills of the workforce. Significant efficiency improvement can be gained through a more flexible, better skilled and motivated workforce. Employees will gain greater job stability, satisfaction, career progression, responsibility and development and use of their skills.

(b) Quality Assurance

In order to better service our client's, as well as minimise waste, the parties to this agreement will pursue a principle of quality assurance to a standard of excellence.

(c) Consultation

The Company recognises that in order to gain the commitment of the parties to this agreement all parties must be involved in its implementation and development. To this end, the Company will seek to consult at the enterprise and workplace level through its Consultative Committee.

The Consultative Committee will also act as a forum for examining such issues as:

- Skills and training needs analysis
- Career and staff development
- Job creation
- Job design
- Organisation of labour
- Waste management
- Quality assurance
- Dispute resolution
- Implementation of the agreement

The committee shall consist of an equal number of Company representatives and employee representatives.

The Consultative Committee will operate under the terms of the agreed constitution.

12. PROTECTIVE CLOTHING

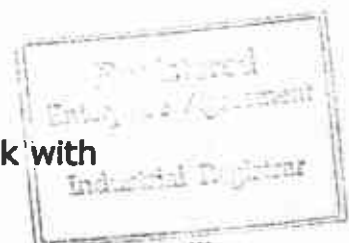
All employees will be required to present ready for work with appropriate footwear.

Following the expiration of 12 weeks of employment, employees will also be provided with the option of: -

- (a) Four (4) T Shirts
- (b) Two (2) Collared Shirts.

Employees are expected to wear Company provided clothing and keep it in a tidy manner, so as to display a professional Company image.

This clause shall not be overridden or superseded by any site or project specific agreement (see clause 6).



Employees will be encouraged to wear appropriate clothing, in an effort to protect them from the effects of UV exposure.

It is a condition of employment with the Company that whilst working on-site employees are required to wear hard hats, steel capped boots and appropriate protective clothing at all times. The following disciplinary procedure will be adopted in relation to the wearing of these protective items:

1. Verbal (confirmed in writing) warning(s) with consultation
2. Written warning (2 warnings) with consultation
3. Employment termination

13. WAGE RATES / REMUNERATION

In recognition of the efficiencies and productivity measures contained herein the following increase shall be available to all employees covered by this agreement:

13(1) Wage Increases

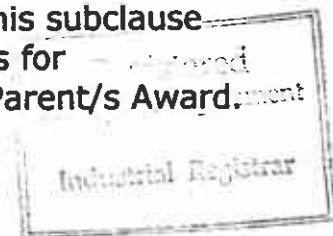
- From the first full pay period on or after the date of registration of this agreement, a 5.0% percent increase shall apply to the current rate of pay as prescribed in the attached Annexure A.
- An increase of 3% shall be available after the expiration of a twelve (12) month period from the date of certification of this agreement and every 12 months thereafter a 3% increase shall apply.
- It is agreed that there will be no other increases to wages or allowances for employees under this agreement or from variations to the Parent Award(s) for the duration of this Agreement.
- Provided however, the increases contained in this subclause do not apply to apprentices. Wage adjustments for apprentices will be as per any variation to the Parent/s Award.

13(2) Redundancy

The Company shall contribute an amount of \$ 15.00 per week of paid employment from the first full pay period on or after the date of certification into a mutually agreed redundancy fund or account.

Redundancy provisions will be paid on a pro-rata basis per ordinary day worked not including leave.

Should any employee's credits in such fund not equal his/her award redundancy entitlements at the time he/she has resigned or been terminated for a reason other than misconduct, the company shall make good any shortfall to the employee at that time.



13(3) Superannuation

The Company shall contribute, payable from the first pay period on or after the date of certification of this agreement, superannuation payments into the C+bus Scheme or other agreed fund at an amount according to the relative legislation. Apprentices shall attract superannuation contributions in accordance with the relevant legislation.

Superannuation provisions will be paid on a pro-rata basis per ordinary day worked, or while employees are on authorised or paid leave. This is based on ordinary days worked.

13(4) Workers Compensation Top-Up and 24 Hour Accident Cover.

It is a term of this agreement, that immediately upon signing of this agreement the company will provide if not already in existence Top-Up Workers Compensation Insurance and 24 hour Accident Cover Insurance with CTAS.

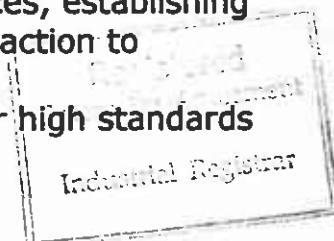
Employees will not receive payment for public holidays which fall within period an employee is receiving workers compensation benefits.

14. PRODUCTIVITY

The parties to this agreement agree that it is essential to improve efficiency and productivity of the Company.

In order to achieve improved productivity and efficiency the following mechanism will be adopted:

- Site employees through the Company Consultative Committee will be able to have input on methods for decreasing idle time absenteeism, removing restrictive work practices, establishing goals for improvement and taking appropriate action to implement these goals.
- The acknowledgment of the continued need for high standards of quality and high workmanship.



15. EMPLOYMENT CONDITIONS

All prospective employees shall be required to fill out the Company pre-Employment Application Form and may be required to undertake a Pre-Placement medical Examination.

The parties agree that in the spirit of this agreement terminations will be consistent with the objectives and goals of the Company and the workforce.

Termination of employment shall be decided on but not limited to issues such as skills and ability, diligence, experience, service to the Company, punctuality, and anticipated skills and future labour requirements.

Parties agree that new employees shall be subject to a probationary period of three (3) months.

When an employee leaves of his/her own accord or where an employee is terminated by the Company, termination pay will be paid by cheque or through direct debit into the employee's bank account, as per award.

Where the employment is terminated by the Company, payment in lieu of notice shall be at the ordinary hourly rate of pay only (as prescribed by this agreement). Payment for superannuation, redundancy and / or any other allowances prescribed by this agreement shall not apply for the notice period.

Payment of the fares and travelling allowance shall not be available on rostered days off, unless full entitlement to the rostered day off is available to the employee.

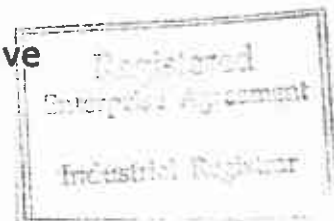
Employees must be ready to commence work at the negotiated time allotted to the specific project. Crib breaks all as per the parent award. eg 7am - 3.30pm equates to 15mins for morning tea and 30mins for lunch.

Employees must be willing to work outside normal working hours as required.

All employees must work in a safe manner and have a full understanding of any safety issues that may arise.

All employees must be ready for work with the appropriate amount of hand tools to complete tasks as directed.

Doctors' certificates must be presented for any sick leave entitlements.



16. PAYMENT OF WAGES

In lieu of the Plumbers & Gasfitters (State) Award the following shall apply to all employees:

- (a) All wages, allowances and other monies shall be paid (weekly) by either Electronic Funds Transfer or cheque.
- (b) Wages shall be made available on Friday of each week, or as agreed between management and employee(s).

- (c) Waiting time shall not be payable where an employee is kept waiting for their money due to circumstances beyond the control of the employer. Nothing shall prevent any alternative arrangement between an employer and an employee.

17. TRAVEL

Parent award travel allowances shall apply per normal projects, however in order to maintain continuity of work some projects may be accepted outside the metropolitan area and extra travel may be necessary. Where variations of this occur travel allowances will be negotiated to suit each project. The company at times will provide accommodation near to these distant projects.

Use of Company vehicles is deemed as a privilege, and all fines including parking infringements, traffic offences will be paid by the driver of the vehicle at the time the offence occurred. It is an undertaking that the persons using the company vehicles do so with full knowledge of the company policy concerning usage of such vehicles.

The Company vehicles are to be maintained in good condition and treated with respect and all care is to be taken by the driver. Driver behaviour is an important part of this agreement.

18. INCLEMENT WEATHER

The parties agree that should any site and / or section of the site be affected by inclement weather which shall mean the existence of rain or abnormal climatic conditions (*whether* they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail then the employees on that site or section of the site effected can be transferred to another section of that site or another site for productive work.

The parties to the agreement further agree to collectively work towards the minimisation of lost time due to inclement weather and the idle time that inclement weather creates.

- (a) All parties adopting a reasonable approach as to what constitutes inclement weather and the following procedures;

- (b) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of The Company, useful work is available in that area or site and that work is within the scope of the employees skill, competence and training consistent with the classification structure and the employer provides, where necessary transport, or payment for the use of employees vehicle, at parent award rates.
- (c) Where the initiatives described in (b) above are not possible or non-productive, the use of non-productive time may be used for activities such as relevant and meaningful skill development, production / upgrade of skill modules, presentation and participation in learning, planning and re-programming of the projects.
- (d) All parties are committed to an early resumption of work following any cessation of work, which may result from inclement weather.
- (e) If it is necessary, and consistent with safe working procedures, to walk through inclement *weather* in order to make areas safe, appropriate protection will be provided.
- (f) Parties agree that inclement weather does not automatically create unsafe working conditions.

19. TRAINING AND SKILLS DEVELOPMENT

The company is committed to the training of employees to increase skills and knowledge in safety and work related matters towards up skilling in the building industry. The Company:

- (1) Shall pay 50% of the cost of fees of employees involved in acquiring any relevant WorkCover permits and as an incentive to actually obtaining the permit(s), the Company will reimburse the remaining 50% upon successful completion.
- (2) Shall work together with the Consultative Committee to identify and enact training in areas where it is needed.
- (3) Will pay for ordinary wages of employees engaged in training approved by the Company during ordinary hours. All training outside ordinary hours will be in the employees' own time.

It is anticipated that, through a *co-ordinate* training programme the employees of the Company will be able to undertake a wider range of duties in the building industry, thus increasing flexibility and productivity.

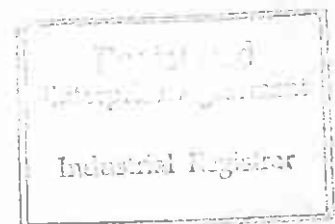
20. ANTI-DISCRIMINATION

The parties agree to interpret and apply the provisions of this agreement in a manner which is not in breach of the Anti-Discrimination act 1997.

21. ANNUAL LEAVE

Annual leave may be taken by an employee in single day absence increments. Where an employee elects to take such annual leave adequate notice shall be given.

Annual Leave Loading of 17.5% shall be paid on annual leave entitlements.



PART II

DISPUTE SETTLEMENT PROCEDURES

The parties acknowledge that this agreement is designed to place maximum emphasis on the peaceful settlement of all disputes.

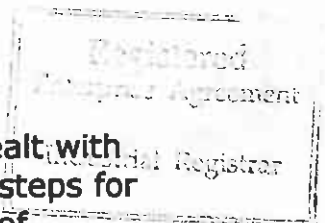
Procedures Relating to Grievances of Individual Employees

- (a) The employee is required to notify the Foreman/ General Manager (in writing or otherwise) as to the substance of the grievance, requesting a meeting with the Company for bilateral discussions and state the remedy sought.
- (b) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority. This may include the involvement of the company's consultative committee, and / or some form of mediation.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The employee may be represented by the relevant union.

Unresolved matters shall be formally submitted to the appropriate tribunal by either party or their representatives, with the decision of the Tribunal being accepted as the full and final resolution of the dispute. Individual's rights to the process of legal appeal is not affected.

Procedures Relating to Disputes between Company and its Employees.

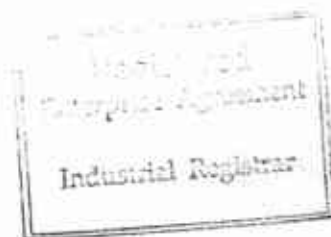
- (a) A question, dispute or difficulty must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the Company's Consultative Committee and /or the relevant union official.
- (c) The Company may be represented by an industrial organisation of employers and the employees may be



represented by an industrial organisation of employees for the purpose of each procedure.

Unresolved matters shall be formally submitted to the appropriate tribunal by either party or their representatives, with the decision of that Tribunal being accepted as the full and final resolution of the dispute. Individual's rights to the process of legal appeal is not affected.

- (d) While a procedure is being followed normal work must continue.



PART III

WORKPLACE REFORM MEASURES

HOURS

Consistent with the objectives of this agreement the parties have agreed to organise the hours of work to suit the requirements of the project whilst also giving the Company and employees greater flexibility in organising their Rostered Days Off (RDO's). Except as provided elsewhere in the parent award(s) or as stated in this agreement, the ordinary hours shall be 38 hours per week, worked between 0600 and 1800, 8 hours per day in accordance with the following procedures:

- (a) Where agreement is reached with the relevant employees, a 0500 start may be introduced (with subsequent meal and crib time adjustments) to allow for daylight savings and special project requirements.
- (b) Ordinary hours of work will be decided on each project depending on specific project requirements, and by agreement between the company and its employees.

The parties agree where agreement is reached with the relevant employees, that an eight (8) hour shift commencing at any time will not attract any penalty. This will allow flexibility of work time for both the employee and the project requirements.

HOURS OF WORK AND THE ROSTERED DAYS OFF

The parties agree that the taking of RDO's may be altered in order to improve productivity by exercising a more flexible arrangement in respect of the spreading of employees taking RDO being distributed during the twenty (20) day work cycle. This will enable the project to work productively on those days scheduled as industry rostered days off.

RDO's may be changed so as to coincide with the taking of gazetted public holidays or any other similar events that can affect a significant proportion of employees and thus minimise absenteeism and provide greater flexibility for employees on such occasions. Such arrangements shall be the subject of consultation and agreement via the Consultative Committee.

Registered
Government
Registrar

The ordinary working hours shall be worked in a twenty-day cycle, Monday to Friday inclusive, with eight hours worked for each of 19 days with 0.4 of an hour on each of those days accruing towards the twentieth day, which shall be taken as a paid day off. The rostered day off shall be taken as provided below and travelling allowance in accordance with the Parent Award, provided however, full entitlement for fares on the RDO shall only be paid where full accrual for RDO's has been achieved.

A rostered day off shall be taken as follows:

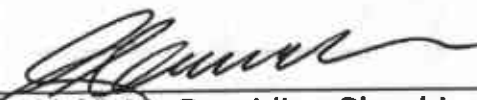
- (a) Agreement shall be reached by the Company and employees as to which day shall be taken as a Rostered Day Off when such an entitlement is due.
- (b) Further flexibility and banking of RDO's may also be undertaken by agreement of the relevant employees at site level. RDO's may be banked to a maximum of seven (7) days in any twelve (12) month period. These RDO's may be taken as a group of consecutive days or any other combination as may be suitable. It is further agreed that the *taking* of RDO's shall be co-ordinated through a roster system to minimise loss in productivity.
- (c) Any disputes arising from this clause shall be resolved through the disputes *procedures*.
- (d) The parties agree that where special project requirements occur regarding the taking of RDO's consultation shall take place so as to allow for appropriate flexibility.
- (e) Where more than one (1) accrued RDO is to be taken on consecutive working days, application for such time shall be sought giving at least two (2) weeks notice.




ENDORSEMENT OF THE AGREEMENT

The parties recognise that each has a responsibility to ensure the successful operation of this agreement.

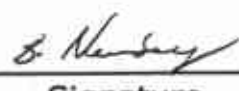
- (A) The signature below testifies the fact that the agreement has been ratified at the peak company, employee levels. The parties agree that this agreement does not reduce the net benefits received by employees.

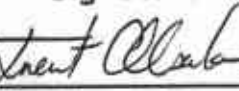
	7/8/2001.
Signed (G.M) Considine Plumbing Pty Ltd)	Date

- (B) The signatures below testify that the Consultative Committee on behalf of the employees of (G.M. Considine Plumbing Pty Ltd) have been properly consulted, have an understanding of, have had input and agree with the terms and conditions of this Agreement.

1. <u>GAVIN PROCTOR</u>		7/8/01
Name:	Signature	Date

2. <u>Andrew Tillett</u>		7/8/01
Name	Signature	Date

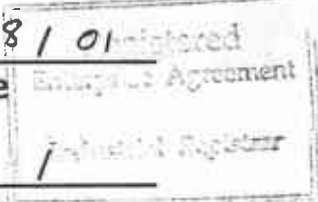
3. <u>Ben Newbery</u>		7/8/01
Name	Signature	Date

4. <u>TRENT ABSALOM</u>		7/8/01
Name	Signature	Date

5.		/ /
Name	Signature	Date

6.		/ /
Name	Signature	Date

7.		/ /
Name	Signature	Date



8.	_____	_____	____/____/____
Name	Signature	Date	
9.	_____	_____	____/____/____
Name	Signature	Date	
10.	_____	_____	____/____/____
Name	Signature	Date	
11.	_____	_____	____/____/____
Name	Signature	Date	
12.	_____	_____	____/____/____
Name	Signature	Date	



ANNEXURE A

Current rates of Pay as of 6 August 2001.

CLASSIFICATION

RATES OF PAY (Includes Tool Money)

Plumber/ Drainer/ Gasfitter

\$ 17.75 per hour

Apprentice/ Indentured

All as per Annexure B

Other Rates of Pay

Meal Allowance

\$ 8.30 per meal

Fares Allowance

~~\$12.40~~ per day

\$12.60 per day

*awarded by
complaint
Hayden J.
21/8/01.*



NSW Department of Industrial Relations

Award Enquiry Service Centre

P.O. Box 847,
DARLINGHURST NSW 1300
Telephone: 13 16 28
(Charged at local call rate
mobile phones except)
Internet: <http://www.dir.nsw.gov.au>



Plumbers and Gasfitters (State) Award

State Wage Case 2000

Effective from the first full pay period to commence on or after 12 March 2001

Classification	Rates of Pay (includes tool allowance)
Journeyman Plumber	\$15.19 per hour
Drainer	\$15.14 per hour
Plus Registration Allowance	\$0.50 per hour
Plus when required to act on the following licences:	
Plumbers or Gasfitters	\$0.64 per hour
Drainers	\$0.54 per hour
Plumbers and Gasfitters	\$0.85 per hour
Plumbers and Drainers	\$0.85 per hour
Gasfitters and Drainers	\$0.85 per hour
Plumbers, Gasfitters and Drainers	\$1.17 per hour

Other Rates and Allowances

Meal Allowance	\$8.30 per meal
Fares Allowance	\$12.40 per day
Wet Work	\$0.42 per hour

Apprentice Wages

Year of Service	Total Per Week	Fares Allowance
Indentured		
1 st year	\$201.60	\$11.80 per day
2 nd year	\$286.50	\$12.25 per day
3 rd year	\$370.80	\$12.30 per day
4 th year	\$433.30	\$12.50 per day
Trainee		
1 st year	\$224.50	\$11.80 per day
2 nd year	\$319.30	\$12.25 per day
3 rd year	\$406.70	\$12.30 per day
4 th year	\$458.70	\$12.50 per day

Apprentice Tool Allowance: All Years - \$19.70 per week

Issue date: 20 March 2001

Notes: Section 15 of the Industrial Relations Act 1996 provides that an award comes into force on the date specified by the Commission. However, legal proceedings relating to its enforcement cannot be commenced until 7 days after publication in the New South Wales Industrial Gazette.
The information contained in this Award Update/Wage Summary is provided for convenience of reference only. It is not an authorised text. It is not intended to take the place of the New South Wales Industrial Gazette, nor your independent enquiries.