

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/42

TITLE: Kaleva Building Co Pty Ltd Enterprise Agreement 2003

I.R.C. NO: IRC3/6806

DATE APPROVED/COMMENCEMENT: 23 December 2003

TERM: 23 December 2006

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 5 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to 3 employees employed by Kaleva Building Co Pty Ltd, located at Suite 274/398 Pitt St, Sydney, NSW 2000, engaged in the classifications of Construction Worker Grades 1-4, who fall within the coverage of the National Building and Construction Industry Award

PARTIES: Kaleva Building Co. Pty Ltd -&- Scott Cary, Ben Knobbs, Aaron Williams

Kaleva Building Co Pty Ltd
Suite 274/398 Pitt Street
Sydney NSW 2000

Enterprise Agreement 2003

Kaleva Building Co. Pty Ltd. Enterprise Agreement 2003

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1. Title

This Agreement shall be known as the Kaleva Building Co Pty Ltd Enterprise Agreement 2003.

2. Parties and Persons Bound

This Agreement shall be binding upon:

- 2.1 Kaleva Building Co Pty Ltd ("the Employer") in respect of all employees engaged in the industries or occupations specified in the Parent Award listed at clause 5.1
- 2.2 Such of the employees of the Employer as are engaged in the industries or occupations specified in the Parent Award listed at clause 5.1

3. Intentions of the Parties

The intentions of the parties in reaching this Agreement are to:

- 3.1 Provide for an efficient, progressive and prosperous business, which provides rewards proportional to input;
- 3.2 Improve the standard of living, job satisfaction and continuity of employment for employees;
- 3.3 Create a cooperative and productive industrial relations environment;
- 3.4 Maintain a safe working environment;

4. Certification and Date of Operation of Agreement

- 4.1 This Agreement shall be certified in the Australian Industrial Relations Commission as a "certified agreement".

- 4.2 This Agreement shall come into operation from the date of certification and remain in effect until three years from that date (the "duration of the Agreement")

5. Relationship Between This Agreement and the Parent Award

- 5.1 The National Building and Construction Industry Award 2000 ("the Award") is incorporated into this Agreement.
- 5.2 The terms and conditions of employment of the employees shall be governed by this Agreement and the Award, provided that the terms of this Agreement shall prevail over the terms of the Awards(s) to the extent of any inconsistency.
- 5.3 Employment of Apprentices - Apprentices shall be employed in accordance with the relevant provisions of the *Apprenticeship and Traineeship Act 2001* and this award.

6. Hours of Work

- 6.1 Flexible Hours

The parties recognise that workload in the industry may fluctuate. Accordingly the hours worked will be as required, the employees will be given all possible notice of the hours required per day, which will usually be no less than 4 hours and no more than 12 hours per day. A five or six day working week will be the usual requirement, but in terms of the hours to be worked and the days on which work is to be performed the parties shall adopt a reasonably flexible approach.

- 6.2 Starting and Finishing Times

Starting and finishing times will usually be dictated by the opening hours of the relevant construction site. By negotiation, early or late hours may be worked to avoid the heat of the day or other conditions affecting employee comfort and/or productivity. Employees will be given reasonable notice of any change in starting or finishing times

The working day will commence on the directed hour or half hour after tool and minor materials have been unpacked and readied for use. Finishing time will be on the hour or half hours directed and does not include time to pack up tools and sundry material.

Flexibility in these conditions will be applied in respect of handling large amount of materials and or time to receive instruction from the site manager. In the event that the completion of a task requires continuing work through finishing time, to avoid repeating costs of pack up / set-up for that task, then the employee shall do so and be paid to the next ½ hour increment or 'bank' in an honour system the additional time for deduction from finishing time on another day.

- 6.3 Work Breaks

The employee is entitled to a paid 20 minutes break from the work face for the purpose of morning tea. This break is to be taken at an agreed time, subject to task completion. Time to purchase food or beverages must not be added to this break. Lunch break is not paid and shall usually be for 30 minutes at an agreed time subject to tasks being completed.

- 6.4 Time Off

The Employer recognises that sufficient time off to attend to personal matters and for recreation are important to the employee's wellbeing, job satisfaction and overall productivity. Accordingly time off may be taken with the consent of the Employer, which shall not unreasonably be withheld, and having regard to the current works programme and the urgency of the reason for time off. In the event that time off is to be taken, it will be the employee's obligation to advise the site foreman in advance or as soon as practicable on the day of absence, recognising that unplanned absences can cause costly disruption to programmed works and are a major source of annoyance for the Employer, other employees and clients. The object offering flexible working hours is that in return employees will take very seriously their

obligation to turn up when they are expected. In view of the disruption caused by unplanned and or notified absenteeism repeated failure to observe the protocol for time off would constitute misconduct.

6.5 Part Time Employment

The Employer may employ an employee in accordance with this subclause as a part time employee.

A part time employee may be employed in any classification contained in this agreement.

Prior to commencement part time employment, the Employer and the employee shall agree upon the conditions under which the part time work is to be performed including but not limited to:

- (a) The hours to be worked by the employee, the days upon which they shall be working including the commencing and finishing times for the work;
- (b) The classification of the employee; and
- (c) The rate of pay for the classification of work

The conditions may also stipulate the period of part time employment.

The conditions may also be varied by consent during the part time employee's employment.

The conditions or any variation to them must be in writing and retained by the employer. A copy of the conditions and any variation to them must be provided to the employee by the employer on commencing part time employment and on request.

An Employer may agree with an employee to a change from full time employment to part time employment. An employer may agree with a part time employee to change from part time employment to full time employment.

A change to full time employment from part time employment or visa versa shall not constitute a break in continuity of service.

7. Probationary Employment

All persons commencing employment with the Employer after the date of certification of this agreement will be employed subject to a period of probation of three months from the commencement of employment. During this period the employment relationship may be terminated by the Employer at any time on the giving of one day's notice or pay in lieu, should the Employer at its discretion assess the employee as unsuitable for ongoing employment.

8. Classification Structure

In lieu of the job classification under the Parent Award, the classification structure set out below shall apply to employment under this Agreement. Promotion from one classification to another shall be at the discretion of the Employer, subject to the employee meeting the criteria of the higher classification. Where possible promotion shall be from within the company.

Construction Worker Grade 1

Workers at this grade may perform a range of general labouring tasks under supervision

A minimal level of experience and basic competency in a limited range of tasks are required. Employees at this grade shall be required to have completed a WorkCover Accredited Induction Training for Construction General Course ("green card").

Construction Worker Grade 2

Workers at this grade may perform a wider range of tasks and call upon a higher level of skill than those at Grade 1. They may use a wider range of basic hand tools and power tools and manual handling equipment and may work without supervision and/or provide supervision to employees at Grade 1.

The requirements of this grade are, in addition to meeting the requirements of Grade 1:

Completion of a period of probation with the Company as set out at Clause 7,

A minimum twelve months relevant experience,

Demonstrated competency in the use of basic hand and power tools,

A current first aid qualification,

Demonstrated ability to work without supervision and/or to provide supervision to others,

Demonstrated ability to conduct site-specific induction training in accordance with the Company's Safety Management System,

Demonstrated ability to carry out safety inspections in accordance with the Company's Safety Management System

Note: all labourers employed by the Company on the date of certification of this agreement will be classified as Construction Worker Grade 2, but will be required as a condition of continued employment to meet all of the above requirements within twelve months of that date.

Construction Worker Grade 3

Workers at this level will perform trades work and related tasks. They may work without supervision and/or provide supervision to employees at Grade 1 and/or Grade 2 levels.

The requirements of this grade are, in addition to meeting the requirements of Grades 1 and 2:

Possession of a relevant trade qualification or equivalent.

Possession of an explosive-powered tool ticket.

Note: all trades employees employed by the Company on the date of certification of this agreement will be classified as Construction Worker Grade 3, but will be required as a condition of continued employment to meet all of the above requirements within twelve months of that date. All trades employees employed after that date will be required to meet all of the requirements prior to the completion of their probationary period.

Construction Worker Grade 4

Workers at this level will perform trades work and related tasks at an advance level. They may work without supervision and be responsible for opening sites each day. They will also be responsible for the safety management on site and for the entry and maintenance of occupational health and safety files and site diary. Persons promoted to this grade will also possess demonstrated capacity and willingness for management training.

The requirements of this grade are, in addition to meeting the requirements of Grades 1,2, and 3

Competence in reading, interpreting and explaining design documents, plans and specifications;

Competence in preparing and monitoring inspection/test plans in accordance with Company requirements.

Ability to communicate verbally and in writing with clients and subcontractors;

Ability to maintain a Site Diary in accordance with the Company's requirements;

Possession and supply of all portable power tools necessary for work including all consumables such as saw and planer blades.

Demonstrated ability to supervise minor works where the builder is not present on site

Demonstrated ability to identify and act upon risks to the health and safety of workers and/or members of the public

9. Wages and Allowances

9.1 All-in Rate

Payment under this agreement is on an all-in rate basis, employees are paid the rates set out at Appendix 1 for each hour worked. This rate is agreed as cashing-out and replacing all award entitlements including ordinary-time and penalty rates, special rates, allowances and entitlements to paid leave, however described under the Award, as set out at Appendix 2.

9.2 Pay Records and Manner of Payment

Pay period is weekly. Employees will be provided with a personal record book and instructed in how to fill it in, on a daily basis, allocating hours worked to job cost centres. The site foreman will check and endorse the weekly time sheet and return it to the Employer's office on the morning of the payday. Pays will be processed and electronically transferred to employee's accounts available to be drawn against on the following day. Electronically generated pay slips will be sent to site for distribution by the site foreman or if this is not practical posted direct to employees. Tax will be deducted from gross pay at applicable PAYG rates.

9.3 Increases to Wage Rates

The wage rate under this agreement shall be increased from the first pay period to commence after each anniversary of certification, by a percentage equal to the Consumer Price Index reported by the Australian Bureau of Statistics for the year ended 30 June immediately prior to the particular anniversary date.

9.4 Holding-over of Entitlements

Where an employee provides written authority to the Employer, a nominated amount may be withheld by the Employer from the hourly rate of pay as set out at Appendix 1 as a form of compulsory saving. The total amounts or less than the total amount will be available on written request by the employee upon not less than 3 working days notice. Where this arrangement is in place the Employer will maintain a weekly record of the accrued amount and will provide a statement of accruals and debits upon request by the employee. Any accruals will be paid out in full upon termination of the employment relationship.

10. 24 Hour Income Protection

The employer recognises the importance of providing income security for employees and their families. Accordingly, the employer agrees to take out a policy of insurance providing 24 hour accident protection, workers compensation and sickness top-up insurance in respect of each employee.

11. Productivity/Site/Matrix Allowances

- (a) For the purposes of this clause, "site allowance" includes any allowance specific to a particular site or project, howsoever named, and includes allowances arising under agreements separate to this agreement.
- (b) If a site allowance is set out in tender documents and it is a term of contract between the Employer and a builder or other third party that the site allowance is to be paid in addition to entitlements under this

agreement (or provision is made to that effect), then the said site allowance shall be paid in addition to the hourly rate set out at clause 7.1

- (c) If it is provided in contract documents that the site allowance may be absorbed against entitlements under this agreement (or a provision is made to that effect), then the site allowance is absorbed into the hourly rate set out at clause 7.1
- (d) If a contract between the Employer and a builder does not contain provision for a site allowance, and after the contract is made the builder makes an agreement with a person under which a site allowance is payable, the Employer shall not be called upon by the employees, or anyone acting or claiming to act on behalf of the employees, to pay the said site allowance unless the builder agrees in writing to reimburse the Employer the full cost of the said site allowance.

12 Disputes Settlement Procedure

It is the intention of the parties to eliminate, by direct negotiation and consultation between them, any dispute or grievance which is liable to cause a stoppage or other form of ban or limitation upon the performance of work.

To this end the following procedure shall apply:

- 12.1 Other than disputes or grievances caused by safety issues, work shall continue without interruption while the employee/s raise the matter with their immediate supervisor
- 12.2 If this fails to resolve the dispute, the employee/s shall discuss the dispute with the Employer. In these discussions the employee/s may nominate, in writing to the Employer, another person to assist in the resolution of the dispute, and the Employer may nominate, in writing to the employee another person to assist in the resolution of the dispute. The parties shall attempt, by negotiation, to resolve the matter as quickly as possible.
- 12.3 Failing a satisfactory settlement being achieved following the discussions outlined above, the dispute shall be referred to the Australian Industrial Relations Commission for conciliation and/or arbitration
- 12.4 Notwithstanding anything contained in the previous paragraphs, the parties shall be free to exercise their rights if the dispute is not finalised within (7) days of notification of the dispute.

13. Training

By agreement between the Employer and employee and subject to the Employer’s requirements, employees may take time off to attend relevant accredited training. With the exception of training mandated by relevant Occupational Health and Safety legislation, such time off shall be without pay.

Signed for the Employer:

Date

Signed by the Employees:

Date

Date

Date

APPENDIX 1**Wages and other Entitlements**

Construction Worker Grade	1	2	3	4
Hourly Rate	\$25.00	\$27.00	\$30.00	\$35.00
Superannuation per week*	\$85.50	\$92.34	\$102.60	\$119.70

*Based on 38 ordinary hours per week and contribution of 9% of ordinary-time earnings

APPENDIX 2

All - In Rate Calculations based on Federal Award as a 28 May 2003

Assuming six days are worked each week, Monday to Saturday:

	Skilled Labourer (Grade 2) \$	Trades Employee (Carpenter)(Grade 3) \$
Hourly rate	14.61	16.06
38hrs/wk ordinary time	555.18	610.28
Overtime (8hrs Saturday)	219.15	240.90
Plus fares per week (6 days)	79.80	79.80
48 weeks/year	40,998.24	44,687.04
4 weeks annual leave	2,220.72	2,441.12
Leave loading	388.63	427.20
Provision for redundancy	1,329.48	1,461.46
Annual Total	44,917.07	49,016.82
Actual Hours Worked		
38hrs x 48 weeks	1824	1824
Overtime (8hrs x 47 weeks)	376	376
Less 10 public holidays	76	76
Less say 10 sick	76	76
Less say 10 inclem. weather	76	76
Total Actual Hours	1972	1972
\$ per actual hour worked	22.78	24.86
Award Weekly Super @ 9%	77.91	85.02