

ENTERPRISE AGREEMENT

NO. EA 98/206
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DATE REGISTERED 28-7-98
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PRICE \$ 18
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/206

TITLE: McConnell Dowell AWU Construction Branch Underground Agreement

I.R.C. NO: 98/3603

DATE APPROVED/COMMENCEMENT: Approved 28 July 1998 and commenced 21 July 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

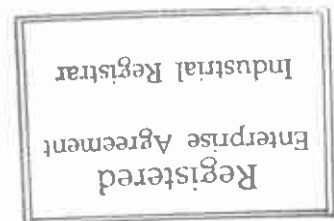
DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Persons engaged in all underground construction work who are covered by the General Construction and Maintenance, Civil and Mechanical Engineering, &c, (State) Award.

PARTIES: McConnell Dowell Constructors (Aust) Pty Ltd -&- The Australian Workers' Union, New South Wales



Registered
Enterprise Agreement
Industrial Registrar

McCONNELL DOWELL

EASTERN DISTRIBUTOR UNDERGROUND PROJECTS

AWU ENTERPRISE AGREEMENT

1ST December 1997 – 1ST December 2000

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McConnell Dowell
Eastern Distributor Underground Projects
AWU Enterprise Agreement

1.0 TITLE

This agreement made pursuant to the Workplace Relation Act 1996 shall be known as the "McConnell Dowell AWU Construction Branch Underground Agreement".

2.0 APPLICATION

This agreement is made between the following organisations:-

- McConnell Dowell Constructors (Aust.) Pty Ltd.
- The Australian Workers' Union Construction Branch.

This agreement covers all underground construction work in New South Wales.

On particular projects the client may require McConnell Dowell to provide specific terms of employment. Where such terms are consistent with this agreement the specific terms of this agreement will not apply.

The term of this agreement shall take precedence over the award.

This agreement does not apply to persons entering any worksite to deliver and or pick up goods, materials or other persons.

PURPOSE

The purpose of this agreement is to:

- (a) define the terms and conditions of employment;
- (b) provide an environment conducive to improving health and safety conditions in the workplace; and
- (c) Develop levels of skill and competitiveness in line with international best practice.

3.0 DATE OF OPERATION

on and from 21.07.98
This agreement shall operate ~~from 1st December, 1997~~ and will remain in force for two years, *or for the duration of the project whichever is the sooner.*

4.0 NO EXTRA CLAIMS

The terms of this agreement comprehend all working conditions to be encountered in the performance of the work within each classification. No additional special rates or allowances shall be applicable other than those specified by this agreement.

The rates of pay and conditions of employment prescribed by this agreement are in full settlement of all claims for the duration of the agreement and exclude any additional increases which may otherwise be applicable through National Wage Case decisions or through movements in the parent awards.

5.0 RELATIONSHIP TO PARENT AWARD

This agreement is supplementary to and is interpreted wholly in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award, at the date of operation.





6.0 HOURS OF WORK

The hours of work shall be as prescribed by the parent award.

7.0 WAGES

7.1 CLASSIFICATION STRUCTURE

All employees covered by this agreement shall be classified in accordance with the classification structure shown in the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award and shall be paid the appropriate weekly wage rates as shown in Appendix 1. These rates shall be taken to include alterations made from time to time strictly in accordance with this agreement.

7.2 WAGE RATE STRUCTURE

(a) Total All Purpose Weekly Wage Rate

The Total Weekly Wage Rates (Total Rates) provided for in this agreement are paid rates. They incorporate all award, over-award and non-award payments which might otherwise be payable.

The wage rates shall not be less than the rate, which would otherwise have been applicable from time to time for the employee under the Award.

(b) Additional Allowances

Only those allowances specifically provided for in Clause 8 – Additional Allowances of this agreement shall be payable in addition to the Wage Rates.

(c) Alteration of Wage Rates during the Term

Wage rates shall be increased by 3.75% at six monthly intervals, commencing 1st September, 1998.

8.0 ADDITIONAL ALLOWANCES

No allowances other than those included below will have any application to employees engaged on the Project.

8.1 LEADING HAND

An employee appointed as a leading hand shall be paid, in addition to the rate otherwise prescribed, the following:

In Charge Of	Per Hour
2 to 5 employees	0.65
6 to 10 employees	0.83
More than 10 employees	1.11

8.2 FIRST AID

An employee qualified as a first aid attendant and appointed to perform first aid duties shall be paid \$1.74 in accordance with the General Construction and Maintenance, Civil and Mechanical Engineering, &C. (State) Award per day in addition to the ordinary rate.



8.3 PRODUCTIVITY

A productivity allowance of \$2.70 per hour payable as an all-purpose rate shall be paid to all employees under this agreement. The allowance shall be paid in lieu of all other special allowances other than those provided for in this agreement.

This allowance shall not apply to sick leave, annual leave, public holidays, workers compensation, jury duty, bereavement leave, stand down or inclement weather.

8.4 SITE ALLOWANCE

The Eastern Distributor Project Award includes for a Site Allowance of \$1.85 per hour. This will be paid as an all-purpose allowance.

8.5 FARES AND TRAVEL

An allowance of \$17.95 per day shall be paid to compensate for excess fares and travel time to and from the place of work.

9.0 ALTERATION OF ADDITIONAL ALLOWANCES DURING THE TERM

Any issues concerning the level of allowances payable from time to time will be resolved strictly in accordance with the settlement of Industrial Relations Disputes provisions contained in Clause 15 – Dispute Settlement Procedures.

10.0 REDUNDANCY PAY

McConnell Dowell shall be registered with an agreed industry Redundancy Pay scheme (current level of payment is \$46.50 per week).

11.0 SUPERANNUATION

McConnell Dowell shall contribute into one of the agreed Building and Construction Industry Superannuation funds (such as C + BUS) whilst they are engaged on site at a contribution rate of \$50.00 per week or part thereof.

This rate shall increase to \$55.00 per week on 1st March, 1998 and \$60.00 per week on 1st September, 1998.

12.0 SICK LEAVE

An employee who is absent from work on account of personal illness or on account of injury (other than when covered by Workers' Compensation) shall be entitled to paid sick leave subject to the following conditions:

- (a) The employee shall, before the commencement of such absence, inform McConnell Dowell of his/her inability to attend for duty and the nature of their illness or injury;
- (b) Prove to the satisfaction of McConnell Dowell that he/she was unable to attend for duty on account of the illness or injury; and

13.0 ROSTERED DAYS OFF

It is acknowledged that the rotation of shift rosters may involve the elimination of available Saturday shifts.

Subject to the agreement of the majority of employees Saturday shifts not worked may be substituted for RDO's.

14.0 PROTECTIVE CLOTHING

All employees shall be issued with the following protective clothing:-

(a) Overalls

Two sets of protective clothing will be supplied as follows:

Combination overalls, or
Bib and brace overalls plus drill shirts, or
Drill trousers and drill shirt.

(b) Footwear

One pair of Safety Footwear will be provided.

(c) Jackets

Employees may request protective "bluey" jackets or agreed equivalent during the period from 1st April to 31st October.

Provisions of these items will be subject to:-

- Employees will wear the footwear and clothing supplied whilst on site.
- All footwear and clothing is to be of Australian manufacture to Australian Safety Standards where appropriate.
- No agreement to pay cash in lieu of supply of protective clothing.
- Employers may arrange for purchase by employees from a designated supplier and/or reimbursement of agreed cost on production of suitable evidence of purchase.
- Any employee who chooses to leave employment with a company within 30 days of engagement on the site may be required to pay the full-assessed value of the clothing supplied.
- Replacement will be on a fair wear and tear basis.
- Clothing may be identified with a company logo of a reasonable and acceptable size.
- It is the responsibility of employees to clean all clothing and maintain in a neat and tidy condition.

15.0 DISPUTE SETTLEMENT PROCEDURES

In the event of a dispute between parties arising over the application of this agreement, the following procedures shall be adopted:

- (a) The parties shall in the first instance, endeavour to settle the dispute or grievance at the most appropriate level of supervision and employee representation. If the dispute or grievance is not settled to the satisfaction of the parties within twenty-four hours then-



McConnell Dowell
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- (b) The dispute will be referred to by the appropriate supervisor (the next level of management) who shall immediately confer with the employee or employees concerned, or their nominated representative.
- (c) In the event that the dispute or grievance is not settled within forty-eight hours of the parties first becoming aware of the matter, the Project Manager of the company shall immediately convene a conference of the parties. At this conference the parties shall endeavour to reduce to writing and agree on the issues in dispute.
- (d) If the dispute continues, the parties shall agree on the further procedures to be adopted to immediately notify the Industrial Registrar, such notification to include the written statements of both parties as provided for in C above.

16.0 SITE AMENITIES

Amenities and facilities such as ablution and change rooms, air-conditioned crib sheds etc., shall be provided on the surface for employees.

Such amenities and facilities shall be in accordance with the provisions of the Occupational Health and Safety Act.

Suitable sanitary conveniences shall also be provided.



17.0 SUBCONTRACTORS

Subcontractors will be encouraged to establish Enterprise Agreements with their employees.

As productivity gains may vary between subcontractors on this project, the parties agree that there will be no claims to flow productivity payments from one subcontractor to another or project to project.

18.0 24 HOUR INCOME PROTECTION/TOP UP INSURANCE

The company recognises the importance of providing income security for employees and their families. Accordingly, the company agrees to take out 24-hour accident protection and top-up workers compensation insurance, at an acceptable standard with the agreed insurance provider. The nominated scheme is WageCover Top-Up and Accident Insurance.

APPENDIX 1

McCONNELL DOWELL EASTERN DISTRIBUTOR UNDERGROUND PROJECT AWU ENTERPRISE AGREEMENT



WAGE RATES AT 1ST MARCH, 1998.

CLASSIFICATION	HOURLY	TOTAL ALL PURPOSE	WEEKLY
CW Grade 2	\$13.72	\$18.27	\$521.50
CW Grade 3	\$14.64	\$19.19	\$556.25
CW Grade 4	\$15.02	\$19.57	\$570.81
CW Grade 5	\$15.54	\$20.09	\$590.54
CW Grade 6	\$15.93	\$20.48	\$605.21 Tunnel Miner
CW Grade 7	\$16.06	\$20.61	\$610.10
CW Grade 8	\$16.13	\$20.69	\$612.76
CW Grade 9	\$16.44	\$20.99	\$624.75
CW Grade 10	\$17.25	\$21.80	\$655.39

McConnell Dowell
Eastern Distributor Underground Projects
AWU Enterprise Agreement

Registered
Enterprise Agreement
Industrial Registrar

Warren Jensen

In The Presence Of

[Signature]

In the Presence Of

R. Collison

Mr. R Collison
Australian Workers' Union

D A Logan

Mr. D A Logan
McConnell Dowell Constructors

