

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/231

TITLE: Scaffolding Services (Central West) Enterprise Agreement 1998

I.R.C. NO: 99/52

DATE APPROVED/COMMENCEMENT: 5 February 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to work performed by employees on various sites at which the Company provides scaffolding and associated services under contract to other Principal Contractors and to other entities engaged on building and construction Industry Labourer's on Site (State) Award

PARTIES: Scaffolding Services Central West -&- Neil David Harkins, Simon Philip Hauville, Mark Allan Robey, David John Stevens



ENTERPRISE AGREEMENT

1. TITLE

This Agreement shall be known as the Scaffolding Services (Central West) Enterprise Agreement 1998.

2. ARRANGEMENT

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3. INTRODUCTION

This Agreement has been entered into between the parties in order to provide for a system of work which is conducive to the operational needs of the Employer and in the interests of optimising productivity, as well as establishing and formalising a rate of pay for the employees which properly rewards for work performed.



4. COVERAGE

- 4.1 This Agreement applies to work performed by employees of the Employer on various sites at which the Company provides scaffolding and associated services under contract to other Principal Contractors and to other entities engaged on building and construction projects.
- 4.2 Where not otherwise provided in this Agreement, provisions of the Building and Construction Industry Labourers' on Site (State) Award shall apply.

5. OPERATION

Application shall be made for this Agreement to be approved pursuant to Chapter 2, Part 2, Division 2 of the *Industrial Relations Act 1996*. The Agreement, when approved, shall remain in force for a period of two (2) years.

Prior to the end of the nominal term of this Agreement the parties shall review its operation within sufficient time so as to establish, as appropriate, a replacement Enterprise Agreement or other ongoing employment arrangements within thirty days of the date of termination of this Agreement.

Any disagreement as to the terms of the replacement Agreement or other arrangements shall be resolved in accordance with the Dispute Resolution Procedures contained in this Agreement and pending the ultimate resolution of any such matter this Agreement shall continue to apply.

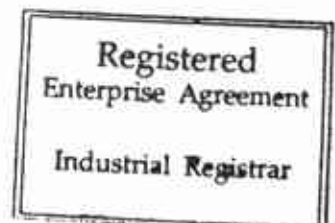
6. PARTIES BOUND

This Agreement is binding upon:

- (a) The Employer, Peter Francis and Grace Bernadette Layton, t/as Scaffolding Services (Central West)
- (b) the employees of the Employer as set out in Schedule 1 - Signatories, to the Agreement, and any employee employed by the Employer during the currency of this Agreement.

7. INTENT AND OBJECTIVE

- 7.1 The intention of the parties in entering into this Agreement is to identify and provide for the work undertaken by the Employer in terms of its contractual obligations to principle Contractors for whom it undertakes work and which best suits the Employer's requirements.
- 7.2 The intention is also to create a congenial workplace environment having regard to the nature of the work and to reward employees for their performance of work at a rate which is generally more advantageous to them than that provided under the Award.
- 7.3 In this respect the Employer recognises the opportunity to optimise the productivity and efficiency for itself and to enhance the opportunity for employees of the Employer to undertake work with the overall output of enhancing work performance.
- 7.4 The objective is to ensure that all work is performed with flexibility and with commitment to ensuring that the Company's needs to provide services to clients are met in the most practical and productive way.



8. UNDERTAKINGS

The parties to this Agreement undertake to act in accordance with the obligations of the *Industrial Relations Act 1996*, other relevant statutory obligations, and the intent and objectives of this Agreement.

The parties also undertake to communicate with one another in an open unreserved manner at the enterprise level on all matters relating to the ongoing organisation performance of work in the enterprise. This shall be achieved through information sharing of a frank and general nature on an individual ad-hoc basis and through regular team briefings.

9. CONTRACT OF EMPLOYMENT

- 9.1 Employees engaged under this Agreement shall be engaged as Casual employees.
- 9.2 In order to give effect to this provision, the limitation imposed under the Award on the number of days on which Casual employees can be engaged shall not apply. Instead employees may be engaged for as many days as the Employer is able to provide them with work and for which they are available to perform such work. **PROVIDED THAT** no employee shall be engaged to perform work on more than 200 days in any one calendar year without being re-classified by the Employer as a permanent employee as provided under the Award and **PROVIDED ALSO** that the employment of a casual employee shall not be discontinued for the sole purpose of avoiding the aforesaid proviso.

10. CLASSIFICATIONS AND RATES OF PAY

- 10.1 Employees employed pursuant to this Agreement shall be classified by one of the following three groups:

Level 1	Scaffolder Assistant/Labourer
Level 2	Scaffolder
Level 3	Senior Scaffolder

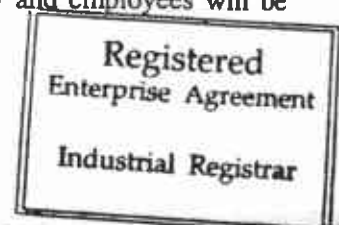
- 10.2 Rates of pay applicable to reach such level shall be:

Level 1	\$22.70 per hour
Level 2	\$25.00 per hour
Level 3	\$26.20 per hour

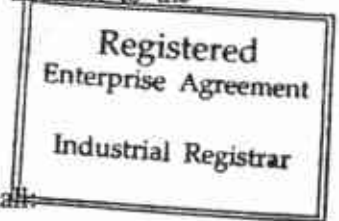
- 10.3 The aforementioned rates of pay are payable for all hours of work performed subject to Clause 11 hereof. The said rates include all applicable allowances and loadings, including that with respect to entitlement for annual leave. Save for this provision, the rates of pay are expressed as a single all-purpose rate and not as an all-up rate which has no proper construction having regard to the respective entitlements of the employees.

11. HOURS OF WORK/OVERTIME

- 11.1 Employees under this Agreement will be engaged to work no more than an average of 7.6 hours per day and no more than an average of 38 hours in any one week, taken on an average of over 52 weeks to be worked on any day, ~~Saturday to Sunday~~, subject to Clause 11 hereof.
- 11.2 There will be no minimum number of hours worked on any one day and employees will be paid at the aforesaid rate of pay for all applicable hours.



- 11.3 The rate of pay prescribed in Clause 11 hereof for each respective classification of employment has been factored to provide for employees to work no more than nineteen Saturdays in any continuous period of employment, or a combination of Saturdays and Sundays not exceeding twelve Saturdays and six Sundays in all over the said continuous working period.
- 11.4 Where employees are required to work Saturdays and/or Sundays, which result in employees exceeding the said limit, such employees shall be paid for each Saturday so worked an additional payment of \$8.20 per hour in addition to the ordinary pay for the time worked, and for each Sunday so worked an additional payment of \$13.30 per hour in addition to the ordinary pay for the time worked.



12. TRAINING

The Employer is committed to meet the statutory requirements towards training and shall:

- (a) develop a training programme consistent with:
- (1) the current and future skill needs of the enterprise;
 - (2) the size, structure and nature of the operations of the enterprise;
 - (3) standards established by the Australian National Training Authority.
- (b) employees receiving training in accordance with the above shall not suffer any loss of pay whether or not the training is conducted on or off the job.
- (c) any costs associated with standard fees for prescribed courses and prescribed textbooks incurred by an employee in connection with training required by the Employer shall be reimbursed by the Employer upon the production of receipts by the employee evidencing such expenditure.
- (d) travel costs incurred by an employee undertaking training required by the Employer which exceed those normally incurred in travelling to and from work shall be reimbursed by the Employer.

13. DISPUTE RESOLUTION PROCEDURE

The parties undertake to take all necessary steps, without delay, to ensure that the procedure for settling disputes set out in the Award is strictly followed and adhered to at all time. The parties agree that, whilst the procedure is being followed, as provided, work shall continue without limitation or hindrance and as normal.

14. NO EXTRA CLAIMS

It is a term of this Agreement (arising from decisions in the New South Wales State Wage Case from time to time), that the parties will not pursue, during the currency of this Agreement, any extra claims, award or overaward, except where consistent with the principles determined by a State Wage Case decision or to give effect to those principles or the terms of this Agreement.

15. VARIATION OF AGREEMENT

- (i) The rates set out in Clause 11 of this Agreement will be increased by 2.5% on the first day following the expiration of twelve months from the date of signing hereof and a further 2.5% on the first day following the expiration of twenty-four months from the date of signing hereof.