

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/277

**TITLE: Girraween Scaffolding, National Union of Workers New South Wales Branch Enterprise Agreement 2004**

**I.R.C. NO:** IRC4/2883

**DATE APPROVED/COMMENCEMENT:** 16 June 2004/1 May 2004

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 22 October 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 4

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Girraween Scaffolding and Plant Hire Pty Ltd, located at 65, Mandoon Road, Girraween, NSW 2145, who fall within the coverage of the Storemen and Packers, General (State) Award

**PARTIES:** Girraween Scaffold and Plant Hire Pty Ltd -&- the National Union of Workers, New South Wales Branch

# **GIRRAWEEEN SCAFFOLDING, NATIONAL UNION OF WORKERS NEW SOUTH WALES BRANCH ENTERPRISE AGREEMENT 2004**

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### **1. Title of Agreement**

This Agreement shall be known as the Girraween Scaffolding, National Union of Workers New South Wales Branch Enterprise Agreement 2004.

### **2. Arrangement**

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### **3. Application of Agreement**

This agreement shall apply to Girraween Scaffolding at 65 Mandoon Road Girraween, in the State of New South Wales, in respect of all employees at the Sydney Branch classified under the Storemen & Packers General (State) Award hereinafter referred to as "the Award".

### **4. Parties Bound**

- (a) Girraween Scaffolding, 65 Mandoon Road Girraween, New South Wales (known in this document as "the company").

- (b) National Union of Workers, New South Wales Branch, 3-5 Bridge Street Granville, New South Wales (known in this document as "the union").

### 5. Relationship to Parent Award

It has been determined by the parties to this Enterprise Agreement that the Agreement shall be read and interpreted wholly in conjunction with the Award, provided that where there is any inconsistency, this Enterprise Agreement shall take precedence.

### 6. Duress

This enterprise agreement has not been entered into under duress by any of the parties.

### 7. Ordinary Hours of Work

As per the Award.

### 8. Wage Adjustments and Other Benefits

- (a) Employees covered by this agreement will be paid an hourly rate in accordance with their classification as follows:

Classification	Pre-agreement rate (\$/hr)	1 May 2004 \$/hr	1 May 2005 \$/hr
Storeperson/ Forklift Driver	14.25	16.25	18.25
Leading Hand	15.00	17.00	19.00
Storeperson/Truck Driver	15.26	17.26	19.26
Maintenance Fitter	19.90	21.90	23.90
Supervisor	21.76	23.76	25.76

- (b) A Meal Allowance of \$9.35 for the duration of the agreement provided always that such allowance will not be less than that prescribed by the Award.
- (c) Other allowances (other than those shown in (a) and (b) above will be paid in accordance with the Award as varied from time to time.
- (d) A wash-up time of 5 minutes will be allowed immediately prior to meal break and immediately prior to end of the day's work.

### 9. Casual Workers

- (a) A casual employee may be employed for not less than four hours each start and not more than eight hours at the ordinary hourly rate which is equivalent to one thirty eighth of the ordinary weekly rate as set out in this Agreement, plus 20 per cent casual loading.
- (b) A casual employee shall be paid overtime for any time worked before the rostered starting time or after the rostered finishing time, outside the ordinary spread of hours and / or outside the specified maximum daily and/or weekly hours.
- (c) Casual employees shall be paid in accordance with the provisions of the award or Agreement (whichever is the greater) with respect to shift allowances, weekend allowances and public holidays in addition to the 20 per cent casual loading.
- (d) In accordance with the Annual Holidays Act 1944, casuals will receive one-twelfth of their ordinary hourly rate in lieu of annual leave.
- (e) Casual employees are defined as both company employed and agency casuals.

- (f) A casual employee shall become a full time permanent employee of the Company after three-(3) months continuous service. This shall be irrespective of whether the employee is an agency or company employed casual.

#### **10. Grievance Procedure**

As per the Award.

#### **11. Union Recognition and Deduction of Union Dues**

- (a) Girraween Scaffolding recognises the National Union of Workers New South Wales Branch (NUW) as the union representing all employees in related classifications who are covered by this Agreement. This representation extends to all terms and conditions of employment, whether those terms and conditions are subject to this Agreement.
- (b) It is the policy of Girraween Scaffolding that all Employees subject to this Agreement shall be given the opportunity to join the National Union of Workers New South Wales Branch.
- (c) Girraween Scaffolding will upon authorisation deduct Union membership dues, as levied by the National Union of Workers New South Wales Branch in accordance with its rules, from the pay of Employees who are members of the National Union of Workers New South Wales Branch at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.
- (d) All new Employees shall be advised of the matters set out in (a), (b) and (c) above and shall be introduced to the site NUW delegates upon being accepted for employment.

#### **12. No Extra Claims**

Both parties agree that there shall be no extra claims during the life of this agreement.

#### **13. Transmission of Business**

This agreement shall apply to any successor, assignee or transmittee of all or any of the work.

#### **14. Date of Registration and Operation of the Agreement**

- (a) The agreement will be formalised in conjunction with the Union and approved under the provisions of the *Industrial Relations Act 1996* (New South Wales).
- (b) This Enterprise Agreement shall take effect from 1 May 2004 and remain in force until 30 April 2006.
- (c) The parties to this Agreement agree to commence negotiation for a replacement agreement two months prior to expiration of this Agreement.

#### **15. Superannuation**

Superannuation will be in accordance with the provisions of the *Superannuation Guarantee Charge Act 1992*. Superannuation will be calculated on an employee's total gross wage including overtime. Employees have the choice of a company nominated fund or LUCRF.

#### **16. Leave Reserved**

Leave is reserved for the union to discuss an improved redundancy package in the event of forced redundancies.

**17. Signatories to Agreement**

For and on Behalf of Girraween Scaffolding	
Witnessed by	Graham Osborne Manager
Date	Date
For and on behalf of the National Union of Workers New South Wales Branch	
Witnessed by	Derrick Belan State Secretary
Date	Date