

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/36

TITLE: Building Maintenance Units (Aust) Pty Limited Enterprise Agreement 2005-2007

I.R.C. NO: IRC5/6823

DATE APPROVED/COMMENCEMENT: 12 January 2006 / 16 November 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/38.

GAZETTAL REFERENCE: 17 February 2006

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to electricians, fitters and boilermakers employed by Building Maintenance Units (Aust) Pty Ltd, located at 7 Tengah Crescent, Mona Vale NSW 2103, who are engaged in the manufacture of the equipment in the Mona Vale factory, installation and commissioning of the equipment, maintenance services and refurbishment of the machines or equipment on site, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award. The agreement will also apply to employees engaged in the installation, commissioning and maintenance of the Company's equipment at locations outside of the Mona Vale Plant.

PARTIES: Building Maintenance Units (Aust) Pty Ltd -&- Anthony Aldridge, John Baumann, Mark Fawcett, William Graham

BUILDING MAINTENANCE UNITS (AUST) PTY LIMITED ENTERPRISE AGREEMENT 2005-2007

1. PARTIES

This Enterprise agreement is made between Building Maintenance Units (Aust.) Pty. Ltd. (ACN NO. 001 087 510) (the Company) and employees at the Company's Mona Vale plant, who fall within the trades and occupations specified in clause 9(a) of this Agreement, in accordance with the provision of the New South Wales Industrial Relations Act 1996.

Employees party to this agreement:

MARK FAWCETT, WILLIAM GRAHAM, JOHN BAUMANN, ANTHONY ALDRIDGE

This Agreement is subject to registration by the Industrial Relations Commission of New South Wales.

2. TITLE

This Agreement shall be known as the:

**Enterprise Agreement
Building Maintenance Units (Aust.) PTY. LIMITED 2005-2007**

3. PREAMBLE

Building Maintenance Units (Aust.) Pty. Ltd. has been involved in the design and manufacturing of Building Maintenance Machinery for buildings in Australia since 1966.

The company also designs and manufactures Special Hoist Systems, Inclined Lifts, installation of Personnel Safety Restraint Systems for dangerous areas, and the manufacture and installation of specialised Art Rack Storage Systems.

The employees covered by this Enterprise Agreement include electricians, fitters and boilermakers who are engaged in the manufacture of the equipment in the Mona Vale factory, installation and commissioning of the equipment on site, maintenance services and refurbishment of the machines or equipment on site.

The work performed is highly specialised and entails the employees working in difficult circumstances and conditions with a high degree of emphasis on safe work practices to ensure the employee's personal safety in addition to the safety of the public in areas below.

4. ARRANGEMENT

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5. APPLICATION

This Agreement is binding on the Company in relation to its employees in respect to employment conditions and rates of pay at the Company's manufacturing Plant located at Mona Vale, New South Wales. The Agreement will also have application to employees engaged in the installation, commissioning and maintenance of the Company's equipment at locations outside of the Mona Vale Plant.

6. PERIOD OF OPERATION

This Agreement will commence from the 16th November, 2005 to 15th November, 2007.

The Agreement will continue in force for a period of **TWO years** subject to the provisions of the Industrial Relations Commission of New South Wales 1996.

7. SUPERSESSION

This Agreement operates in conjunction with the Metal & Engineering and Associated Industries (State) Award. The Agreement overrides the Award to the extent of any inconsistency. Where there is inconsistency the Agreement shall apply.

8. NO. DURESS

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

9. RATES OF PAY

(a) Employees will be paid the following base rate in accordance with the trade or occupation in which they are engaged, with such wage rate becoming effective from 16th November, 2005

<u>CLASSIFICATION</u>	<u>WAGE RATE COMMENCING 16/11/2005</u>		
	<u>Weekly</u>	<u>Hourly</u>	<u>weekly</u>
Trades person	\$945.00	\$24.86	+ \$12.40 Tool Allowance

(b) Apprentices

(i) **Junior Apprentices** will be paid the following weekly rate of pay, increases to take place as per anniversary date of indenture.

1st year of apprenticeship	\$323.00 per week	8.50 hourly
2nd year of apprenticeship	\$380.00 per week	10.00 hourly
3rd year of apprenticeship	\$524.40 per week	13.80 hourly
4th year of apprenticeship	\$600.40 per week	15.80 hourly

(iii) **Apprentices who attend a TAFE** College or Day Block Release during normal working hours will be paid for the day as though the apprentice was at work provided that the Company may require proof of attendance at TAFE.

(c) Tool Allowance

Trades persons and apprentices will be paid a tool allowance **in accordance with the Metal Engineering & Associated Industries (State) Award** for supplying and maintaining tools ordinarily required in the performance of their work as trades persons.

The allowances are:

Trades person	\$12.40 per week
1st year apprentice	\$5.20 per week
2nd year apprentice	\$6.80 “
3rd year apprentice	\$9.30 “
4th year apprentice	\$10.90 “

(d) Savings

No employee who is covered by this Agreement at the date of its registration will suffer any reduction in wages as a consequence of this Agreement coming into effect.

10. CONSTRUCTION SITE - INSTALLATION WORK

An employee required to work on a construction site will be paid all the appropriate allowances applicable to the site, for the period of on-site work, in accordance with the relevant Construction Site Agreement.

DIFFICULT SITES – SERVICE WORK

Additionally an allowance of \$2.00 per hour will be paid while working in confined space or difficult conditions, this will apply to: The Summit Restaurant, and Angel place at Level 33.

11. MOTOR VEHICLE ALLOWANCE

An employee who by agreement with the Company is required to use his/her private motor vehicle on Company business will be paid an allowance of **62 cents per kilometer**. (As per the Metal Engineering & Associated Industries (State) Award).

12. FIRST AID ALLOWANCE

An employee who holds an appropriate First Aid Certificate and who is appointed by the Company to perform first aid duties, in addition to ordinary work, will be paid an **allowance of \$11.50 per week** in addition to the wage rate paid. (As per the Metal Engineering & Associated Industries (State) Award).

13. SUPERANNUATION

- (a) The Company will contribute to the NATIONAL ALL IN ONE Superannuation Fund, for each employee covered by this Agreement, an amount equal to 9% (or such other percentage or amount as required by applicable statute) of the employee's ordinary time rate of pay.
- (b) An employee's eligibility for contributions to the Fund will cease on the last day of employment with the Company and the Company will not make any contributions to the Fund in respect of any period beyond the last day of employment.
- (c) **The Company will also contribute an amount (in addition to the Superannuation contribution) to NATIONAL ALL IN ONE SUPERANNUATION FUND giving 24 hour World wide cover for Death and Disability on behalf of each employee in accordance with the provisions of the Insurance Policy.**
- (d) Nothing in the Agreement stands to over-ride the Company's obligations in respect to the Commonwealth Superannuation Guarantee Act or any other legislation in regard to Superannuation membership, contributions or administration in respect to any of its employees.

14. TRAINING

- (a) The Company acknowledges its commitment to provide training for its employees to provide more varied, fulfilling and better paid jobs.
- (b) No employee will be required to perform work at a level of skill for which that employee has not received accreditation as a result of qualification. In accordance with the needs of the Enterprise, training will be provided to enable employees to qualify for classification to and to make a contribution at higher levels of skill.
- (c) The Company will accept responsibility for the organisation of 'on the job' training however suitably qualified employees will assist as required in the training of other employees. For training 'off the job' the Company will accept responsibility for arranging the training in all cases where the Company requests such training to meet staffing requirements.
- (d) The Company will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken 'off the job' and outside normal working hours, and approved by the Company as being in accordance with the needs of the Enterprise, the Company will reimburse all necessary fees and the cost of essential textbooks, literature and stationery subject to successful completion of the course.
- (e) An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the classification level rate for which the employee has been accredited.

15. TERMS OF ENGAGEMENT

- (a) Employees will be engaged by the week except in the case of casual employees.

- (b) **The first three months of full-time or part-time employment with the Company will be a probationary period.** Formal advice on non-performance will be given by the Supervisor at regular intervals during this period. If the Company considers the employee's performance to be unsatisfactory, then the employment will be terminated at any time during this period on the giving of one weeks notice or payment in lieu.

15. Terms of Engagement Cont:

- (c) **Full-Time Employees** will be paid the rate of pay for the appropriate skill level set out in clause 9.
- (d) **Part-Time Employees** may be engaged on the basis of a set numbers of ordinary hours (less than 38) each week as agreed in advance between the Company and the employee concerned.

Part time employees will be paid pro-rata the rate for the appropriate skill level set out in Clause 9.

The provisions of this Agreement will apply to part-time employees as if they were full-time employees with the exception that Sick Leave, Annual Leave, Annual Leave Loading and Family Leave will be allowed on a pro-rata basis.

- (e) **Casual** employees will be engaged by the hour and paid one thirty eighth of the weekly rate plus a 15% loading. Casuals will be paid for a minimum engagement of 4 hours on any one day.
- (f) The Company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training provided that such duties are not designed to promote de-skilling and are consistent with normal Occupational Health and Safety principles.
- (g) Despite any other provision of this Agreement the Company is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:
- (i) any strike
 - (ii) any breakdown of machinery or
 - (iii) any stoppage of work for which the Company is not responsible.

16. TERMINATION OF EMPLOYMENT

- (a) In respect of full-time and part-time employment will be terminated by either the employee or the Company giving one week's notice at any time during the week or by the payment or forfeiture of one week's pay.
- (b) The company will not terminate an employee's employment for reasons related to the employee's conduct or performance unless the employee has been given the opportunity to defend himself or herself against all allegations made or the company could not reasonably be expected to give the employee the opportunity.
- (c) An employee who had been given notice will be allowed up to one day as time off without loss of pay (at a time convenient to the Company) for the purpose if seeking another job.
- (d) Following a request from the terminated employee, the Company will provide a written statement of the period of employment and the type of work performed.
- (e) The Company may dismiss any employee without notice, subject to appropriate investigation and termination procedures, for malingering, inefficiency neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.

- (f) **Abandonment of Employment:** The absence of an employee from work for a continuous period exceeding three working days without the consent of the Company, and without notification to the Company, shall be prima facie evidence that the employee has abandoned employment and unless the absence is established to the satisfaction of the Company within a period of fourteen days as having been due to a reasonable cause, termination shall operate as from the last day of attendance at work or authorised absence.

17. HOURS OF WORK

- (a) The ordinary hours of employment will be 38 hours per week. Worked over a five day period Monday to Friday.

The hours of work may be varied by agreement between the Company and the employees.

18. OVERTIME

- (a) Employees who work outside of the ordinary hours of work on any one day will be paid at the rate of time and one half for the first three hours of overtime and double time for each subsequent hour.
- (b) An employee required to work overtime on Saturday will be paid at time and one half for the first three hours and double time thereafter provided that all work performed after midday will be paid at the rate of double time.

A minimum payment of four hours will apply on Saturdays except where such overtime is continuous with overtime commenced on Friday.

- (c) Work performed on Sundays will be paid at the rate of double time with a minimum payment of four hours.
- (d) Work performed on a public holiday will be paid at the rate of double time and one half in lieu of any other penalty rate, with a minimum payment of four hours.
- (e) An employee required by the Company to work overtime in excess of the ordinary hours on any one day will be entitled to a break of 10 hours before resuming ordinary work on the next day.

If the employee is required by the Company to resume ordinary work before the 10 hours have expired the employee will be paid at the rate of double time for all time so worked until released from duty for 10 consecutive hours during which time the employee will suffer no loss of pay for such ordinary working time occurring during such absence.

- (f) Employees will work a reasonable amount of overtime when required.

18. Overtime Cont:

- (f) An employee recalled to work overtime after leaving at the end of a normal working day, will be paid at the appropriate rate set out in this Clause for a minimum of four hours. Provided that the employee will not be required to work the full four hours if the job is completed in a shorter time.
- (g) An employee required to hold himself/herself in readiness to work after ordinary hours will be paid for standing by at ordinary rates until released, from the time from which the employee is told to hold himself/herself in readiness.

19. MEAL BREAKS & ALLOWANCE

- (a) An employee will be allowed an unpaid meal break of 30 minutes to be taken between 4 and 6 hours after the commencement of work. In addition such employee will be allowed a paid morning tea break of 10 minutes duration to be taken at an agreed time to suit the needs of the enterprise.

- (b) Employees required to work through a meal break will be paid at the rate of time and one half, for the 30 minutes.
- (c) An employee required to work overtime for more than 1½ hours after normal ceasing time, will be allowed a meal break of 20 minutes before commencing overtime to be paid for at ordinary rates.
- (d) An employee working overtime will be allowed a crib time of 20 minutes, without deduction of pay, after each four hours of overtime worked if the employee continues to work after such crib time.
- (e) An employee required to work overtime for more than 2 hours on any one day and who was not notified of the requirement on the previous day or earlier will be supplied with a meal by the Company or paid the sum of **\$9.70 for each meal**.

20. SICK LEAVE

An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of employment, will be entitled to paid leave of absence in accordance with the following provisions:

- (a) During the first year of service an employee will be entitled to paid sick leave to a maximum of 5 days per year first year of service, and 8 days the second and subsequent years of service.
- (b) No payment will be made for any absence for which Worker's Compensation is paid.
- (c) The employee will advise the Company of the expected absence, its cause and the likely duration, prior to the employee's normal commencement time.
- (d) An employee will be required to provide the Company with satisfactory evidence of the illness or injury if absent from work for a period of two or more consecutive days.
- (e) **Single Day Absences** – After payment has been made for five single day absences in any one year, a medical certificate will be required for any further single day absence payments.
- (f) Un-taken sick leave at the end of each year's service will accumulate from year to year provided that an employee may not accrue more than 12 years sick leave entitlement at any one time.

21. ANNUAL LEAVE

- (a) Annual leave will be allowed to all employees in accordance with the New South Wales Annual Holiday Act, 1944. In particular the following provisions will apply:
 - (i) Employees will be given four weeks annual leave for each completed year of service, being paid in advance the rate or pay they normally receive for their skill level for the period of leave taken.
 - (ii) The annual leave may be taken in one or more periods by agreement between the Company and the employee.

21. Annual Leave Cont:

- (iii) When a public holiday (as prescribed in clause 24) occurs while an employee is on annual leave then the leave period will be extended by one day for each such holiday that occurs.
- (iv) If the employment of a weekly paid employee is terminated, that employee will be paid for any outstanding leave entitlement at the normal rate of pay for the employee's skill level, including pro-rata payment for any part of a year's entitlement.

22. ANNUAL LEAVE LOADING

(a) An employee who goes on annual leave will be paid an additional loading of 17.5% of that employee's skill level rate of pay for the period of leave.

(b) **An employee who is terminated by the Company** will be paid a loading as in sub-clause (a) above for all un-taken leave to which the employee is entitled. **No** Annual Leave Loading will be made to an employee who has been terminated for misconduct in accordance with the provisions of Clause 15 (e) of this Agreement.

23. LONG SERVICE LEAVE

Employees will be entitled to Long Service Leave in accordance with the provision of the NSW Long Service Leave Act 1955.

24. PUBLIC HOLIDAYS

(a) For the purpose of this Agreement, public holidays will include the following days:

New year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, and any other days proclaimed as holidays in New South Wales either as substitution for or in addition to any of the above.

24. Public Holidays Cont:

(b) In addition to the holidays prescribed in sub-clause (a) employees will be entitled to a picnic day to be taken on a day agreed between the employees and the Company. Such day is to be regarded as a public holiday for purposes of this Agreement.

(c) An employee who works on a public holiday in accordance with sub-clause (a) will be paid at the rate of double time and one half for all time worked provided that an alternative day is not taken in lieu of the holiday in accordance with sub-clause (b) of this Clause.

(d) Where an employee is absent from work on the working day before or the working day after a public holiday, without reasonable excuse or without the consent of the Company, the employee will not be entitled to payment for such holiday.

25. PAYMENT OF WAGES

(a) Employees will be paid for all money due no later than Thursday for the pay week which will end on the previous Wednesday. Such wages will be paid in cash to employees during normal working time.

(b) For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of Superannuation and deductions.

26. BEREAVEMENT LEAVE

(a) An employee, other than a casual, will be entitled to a maximum of 2 days leave without loss of pay on each occasion of the death in Australia of the employee's wife, husband, (including defacto spouse), father, mother, brother, sister, child, step-child, or parents-in-law.

(b) Provided further an employee, other than a casual, will be entitled to a maximum of 2 days leave without loss of pay on each occasion of the death outside of Australia of the employee's wife, husband, mother, father, brother, sister, child or stepchild, and where such employee travels outside of Australia to attend the funeral.

26. Bereavement Leave Cont:

- (c) Proof of such death will be furnished by the employee to the satisfaction of the Company. This clause will have no operation while the period of entitlement coincides with any other period of entitlement to leave.

27. JURY SERVICE

An employee required to attend for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had the employee not been on jury service.

28. PARENTAL LEAVE

Parental leave will be provided in accordance with the provisions of the New South Wales Industrial Relations Act 1996 (NSW).

29. PERSONAL/CARERS LEAVE - AS PER THE AWARD

Refer to the Metal Engineering and Associated Industries (State) Award.

30. INTRODUCTION OF CHANGE - AS PER THE AWARD

Refer to the Metal Engineering and Associated Industries (State) Award.

31. REDUNDANCY - AS PER THE AWARD

Refer to the Metal Engineering and Associated Industries (State) Award.

32. UNIFORMS AND PROTECTIVE CLOTHING

- (a) The company will provide each employee with uniforms and protective clothing (including sunburn cream). New employees will not receive their initial uniform issue until the completion of three months continuous service with the Company. Employees clothing (3-off shirts 3-off trousers) to be issued as required each year. Wind-jackets to be issued in March to all employees. Hats to be issued as required. (1-off per year)
- (b) The Company will subsidise each employee **\$90.00** per year towards the purchase of a pair of safety boots.
- (c) The company will subsidise each employee **\$20** per year towards the purchase of sun-glasses.

33. COUNTRY, INTERSTATE & OVERSEAS WORK

Employees required to work in country, interstate or overseas locations will have all fares, meals and accommodation paid, plus an extra \$40 per day allowance.

The rate of pay for travelling time is ordinary rates during normal working hours and at the normal overtime rates when travelling outside normal working hours.

34. COUNSELLING & DISCIPLINARY PROCEDURES

- (a) Supervisors and Managers will counsel employees in regard to minor instances of unacceptable behaviour, rather than allow them to go unchecked until disciplinary action is required.
- (b) When disciplinary action is required the following procedure will be used:

(i) As soon as the supervisor becomes aware of a situation or circumstance possibly requiring disciplinary action the supervisor will notify the immediate Manager.

(ii) The Manager will have the matter investigated as soon as practicable after receiving the advice.

34. Counselling & Disciplinary Procedures Cont:

(iii) Should the Manager decide that disciplinary action is required, then the employee will be interviewed in the presence of a witness nominated by the employee.

(iv) The Manager will make the employee fully aware of the reasons why disciplinary action is proposed and will give the employee an opportunity to explain the behaviour.

(v) If the Manager decides to take disciplinary action, then the employee will be given a **first written warning** and will be given in the presence of the employee's nominated witness, and a copy placed on the employee's file.

(vi) If further disciplinary action in respect to the same employee is taken by the Manager, then a **second and final written warning** will be given in the presence of the employee's nominated witness, and a copy placed on the employee's file.

(vii) If further disciplinary action is required in respect to the same employees, then the employee will be formally terminated by the Company.

(viii) Written warnings held on the employee's file, will lapse and may not be used for further disciplinary action after a period of twelve months.

(ix) If the Manager decides that serious misconduct has occurred, the above procedure may be excluded and summary dismissal may be appropriate as provided in Clause 16 (e) of this Agreement.

35. WORKPLACE EFFICIENCY

The following efficiency measures have been agreed to by the parties provided that specific details of implementation will be resolved through consultation between the employees and management:

(a) Employees will pay particular attention to their commitment and enthusiasm in the work they perform as representatives of the Company in the interest of safety and the integrity of their workmanship.

35. Workplace Efficiency Cont:

(b) Employees will strive to improve the efficiency of their work through undertaking to use their individual and team initiative to find solutions to problems and to determine the necessary requirements to complete the tasks and projects to which they are assigned.

(c) Employees will provide feedback to the Company in regard to problems and/or improvements on new and existing projects which can be addressed by the Company.

(d) The Company will establish a specialised service crew to perform continuous breakdowns and service work. This will eliminate the need for the crew to report to the workshop on a daily basis. A rotational system will be established, on a fortnightly or monthly basis to allow all employees the opportunity and experience of working as part of the service crew.

(e) The Building Maintenance Units (Aust.) design office will approve any necessary major design changes, and/or structural modifications to equipment and/or operational procedures prior to their implementation by workshop staff.

36. GRIEVANCE AND DISPUTES SETTLEMENT PROCEDURE

The following procedures will be observed by the parties for the purpose of avoiding and settling industrial disputes and individual grievances:

- (a) There will be effective means of consultation between Building Maintenance Units (Aust.), and employees matters of mutual interest and concern, especially where such matters are likely to give rise to dispute.
- (b) The accredited employee representative will discuss any matter affecting the employees they represent with the supervisor in charge of the works.
- (c) If the matter is not resolved at this level the employee representative will ask for it to be referred to the Manager of Building Maintenance Units (Aust.) and the latter will arrange a conference.
- (d) If the matter remains unresolved, either party may seek further assistance and advice from an outside party.

36. Grievance and Disputes Settlement Procedure Cont:

- (e) Without prejudice to either party and except where a bona fide safety issue is involved, work will continue as normal while matters in dispute between the parties are resolved. If a bona fide safety issue is involved, Building Maintenance Units (Aust.) and the appropriate safety authority will be notified.
- (f) The parties will endeavour to resolve the issue between them in full accordance with these procedures before having recourse to the formal procedures of the Industrial Relations Act 1996.
- (g) In the event of either party failing to observe these procedures, the other party may make application to bring the matter before the Industrial Relations Commission.

SIGNATORIES

In recognition of their acceptance of the terms and conditions of this Agreement the parties have placed their signatures below as indicated:

**SIGNED under the Common Seal of –
Building Maintenance Units (Aust.) Pty. Ltd.**

Signature.....Date.....
WARREN WATT
MANAGING DIRECTOR

SIGNATORIES - EMPLOYEES PARTY TO THIS AGREEMENT 2005/2007

SIGNED by employees of Building Maintenance Units (Aust.) Pty. Ltd. who are party to this Agreement

Mark Fawcett -----**Date**-----

William Graham-----**Date**-----

John Baumann-----**Date**-----

Anthony Aldridge-----**Date**-----