

Registered
Enterprise Agreement
Industrial Registration

ENTERPRISE AGREEMENT

NO. EA 98/187
.....

DATE REGISTERED 16.98
.....

PRICE \$ 20
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/187

TITLE: B.C.R. Holdings (Australia) Pty Limited, Enterprise Agreement

I.R.C. NO: 98/2440

DATE APPROVED/COMMENCEMENT: 1 June 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 96/119.

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees of the company engaged under the terms of the Joiners (State) Award 1993.

PARTIES: BCR Holdings (Australia) Pty Ltd -&- The Australian Workers' Union, New South Wales



IRL 2440/98 EXHIBIT 1

RWD
1/6/98

Registered
Enterprise Agreement
Industrial Registrar

B.C.R. Holdings Enterprise Agreement

Preamble

This agreement has been developed by representatives of the aforementioned company and the Australian Workers' Union in an endeavour to apply the principles of good employee relations for both on-site and off-site construction work.

It is therefore paramount that to improve the long term benefits for both employer and employees that this company wishes to embark on:-

Customer Service'
Adherence to our Quality Assurance principles of certification;
Process improvement;
Employment conditions;
Competitiveness through innovation and quality of work.
Excellence in safety and insuring the safety of employees



1. TITLE

This Agreement shall be known as the B.C.R. Holdings Enterprise Agreement

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2. PARTIES BOUND

- (i) An enterprise agreement, made pursuant to the Industrial Relations Act, 1996, entered into B.R.C. Holdings (Australia) Pty Limited of 12 Belah Road, Port Macquarie N.S.W. 2444, on the one part and the Australian Workers' Union N.S.W., 4th Floor Ironworker Centre, 161 Maitland Road, Mayfield 2304, on the other part.
- (ii) This agreement shall substitute for the terms of any award, either existing or prospective, which may be applied to the activities undertaken by employees of BCR Holdings who are subject to this agreement.
- (iii) This agreement shall take effect from the date of registration and will remain in force for a period of 24 months.

4. NO DURESS

This enterprise agreement was not entered into under any duress.

5. RELATIONSHIP TO PARENT AWARD

When there is inconsistency between this agreement and the Joiners (State) Award the terms of this agreement will apply.

6. TERMS OF ENGAGEMENT

- (I) All employees shall be employed on a weekly or casual basis. A probationary employee during the first three months of employment may be terminated on a day's notice.
- (II) B.C.R Holdings is committed to the principle of equal employment opportunity for all employees

6A. Notice of Termination

The employment of weekly employee may be terminated by either party by giving the appropriate amount of notice as set out below or by the payment by the employer or forfeiture by the employee of their amount of pay in lieu of notice.

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and up to completion of 3 years	2 weeks
3 weeks and up to completion of 5 years	3 weeks
5 years and over	4 weeks

Provided that an employee over the age of 45 years and with two years continuous service is entitled to one additional week's notice.

6B. Notice of Redundancy

Years of Service	Under 45 years of age entitlement
Less than 12 months	Nil
1 year and more but less than 2 years	4 weeks pay
2 years and more but less than 3 years	7 weeks pay
3 years and more but less than 4 years	10 weeks pay
4 years and more but less than 5 years	12 weeks pay
5 years and more but less than 6 years	14 weeks pay
6 years and over	16 weeks pay



Where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 years of age and over entitlement
Less than 12 months	Nil
1 year and more but less than 2 years	5 weeks pay
2 years and more but less than 3 years	8.75 weeks pay
3 years and more but less than 4 years	12.5 weeks pay
4 years and more but less than 5 years	15 weeks pay
5 years and more but less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

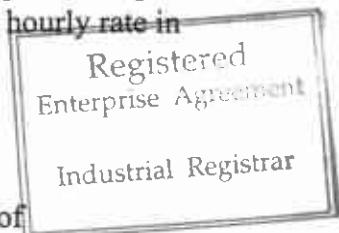
"Weeks pay" means the all purpose rate of pay for the employee concerned at the date of termination and shall include, in addition to the ordinary rate of pay, overaward payments and allowances as contained in this agreement.

Provided that an employee over the age of 45 year and with two years continuous service is entitled to one additional week's notice.

This shall not effect the right of an employer to dismiss an employees without notice where an employee is guilty of misconduct.

(iii) An employee is required to perform work as directed by the Company which is within the employee's skills, competence and training,

(iv) Casual Employees - a casual employee is one engaged and paid as such. A casual employee for working ordinary time and overtime shall be paid per hour one thirty - eighth of the weekly enterprise agreement wage prescribed herein for the work which he or she performs, plus 20 percent. Casual workers are paid an extra payment of 1/12th of their casual hourly rate in substitution of annual leave.



7. CLASSIFICATIONS

- (i) "Assembler Grade 1"- duties shall include but not limited to packaging of whiteboards, corkboards, fabric boards, krommerie boards and combination boards, the wrapping of mobile frames and large boards and the use of press for cutting hangers. Upon successful completion of a month probationary period an employee will progress to Grade 2.
- (ii) "Assembler Grade 2" - In addition to the abovementioned grade, duties shall include but not limited to laminating of whiteboards, cork pinboards, fabric pinboards and krommerie boards.
- (iii) "Assembler Grade 3" - In addition to the abovementioned grade, duties shall include but not limited to channelling of cork pinboards, use of double ended saw, use of guillotine and use of bench saw.
- (iv) "Assembler Grade 4" - In addition to the abovementioned grade, duties shall include but not limited to channelling of whiteboards, fitting channel with mitred corners for cork and fabric boards, the manufacture of glass fronted notice cases, cabinet boards and cabinet mode boards, the assembly of techni track rail system, flipchart unit, flipchart attachment, sliding whiteboards and sliding shelf unit, the packaging of glass fronted notice cases, the use of the curtain coating line and delivery and despatch of goods.
- (v) "Supervisors" - duties shall include but not be limited to responsibility for supervising all staff in appropriate locations, administering all occupational health and safety requirements such as wearing of safety equipment when required.

8. WAGES

(i) The existing rates for adult employees upon ratification of this agreement will be increased by 7.5% to:

Assembler	Current	7.5%
Grade 1	\$370.00	\$397.75
Grade 2	\$385.00	\$413.88
Grade 3	\$400.00	\$430.00
Grade 4	\$420.00	\$451.50
Casual Hand plus 20%		\$pro rate Assembler rate
Supervisor Grade 1	\$475.00	\$510.63
Grade 2	\$505.00	\$542.88

Twelve months after the date of ratification wages shall increase by 7.5% to:

Assembler	Current	7.5%
Grade 1	\$397.75	\$408.50
Grade 2	\$413.88	\$424.63
Grade 3	\$430.00	\$440.75
Grade 4	\$451.50	\$462.79



Casual Hand plus 20% \$pro rate Assembler rate

Supervisor Grade 1	\$510.63	\$526.75
Grade 2	\$542.88	\$559.60

- (ii) Over and above the abovementioned wages a Productivity bonus could be paid by the Company depending on economic circumstances prevailing at the time.

9. JOB ROTATION AND MULTISKILLING

- (i) The Company may from time to time, direct employees to work in areas such as their competencies and skills will allow, provided that such duties do not degrade their level of expertise and which are peripheral to the main tasks.
- (ii) An employee required to perform higher duties during a temporary absence of a person in that position shall be paid at the higher rate for the graded position during the temporary or intermittent period.

10. PAYMENT OF WAGES

- (i) Wages shall be paid weekly
- (ii) Wages will be paid by cash
- (iii) Wages shall be paid not later than Friday of the pay week.

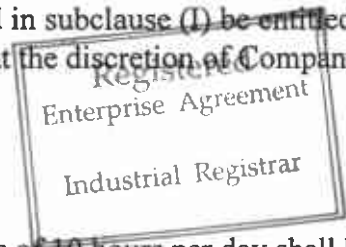
11. HOURS OF WORK

- (i) The ordinary hours of work shall be 38 per week to be worked Monday to Friday between the hours of 6 a.m. to 6 p.m.
- (ii) Ordinary hours shall not exceed 10 hours per day

12. MEAL BREAK

- (i) An employee shall be entitled to a meal break of not less than 30 minutes. The timing of the meal break shall be at the discretion of the Company. Such break shall not be counted as time worked.

- (ii) An employee who works 10 ordinary hours in one day shall, in addition to the meal break specified in subclause (i) above, be entitled to a 10 minute morning tea break and a 10 minute afternoon tea break. The timings of these breaks shall be at the discretion of the Company. Such breaks shall be counted as time worked.
- (iii) An employee who works 8 ordinary hours in one day shall, in addition to the meal break specified in subclause (I) be entitled to a 10 minute morning tea break. The timing of the break shall be at the discretion of the Company. Such break shall count as time worked.
- (iv) An employee who works ordinary hours in one day specified in subclause (I) be entitled to a 10 minute morning tea break. The timing of the break shall be at the discretion of Company. Such break shall count as time worked.



13. OVERTIME

- (i) All time worked in excess of 38 hours per week and in excess of 10 hours per day shall be overtime.
- (ii) Overtime shall be paid at the rate of time and one half.
- (iii) (a) By mutual agreement between the company and the employee, an overtime entitlement of an employee may be liquidated by the employee having time off in lieu of payment at the rate of time and one half for each hour of overtime worked.
 - (b) An employee may not accumulate more than 40 hours of equivalent time off which shall be taken within 12 weeks of its accrual. Where such time off is not taken the periods of overtime referable thereto shall be paid for in the next pay period at the appropriate overtime rate otherwise applicable.

(iv) Rostered Days Off

Where an employee works on a recognised rostered day off they shall be able to work it as an ordinary day subject to a written agreement between the Company and the employee.

14. SICK LEAVE

- (i) Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the company, be entitled to 1 days sick leave at the beginning of each of the first ten calendar months of his first year of employment and ten days sick leave thereafter, accrued to five years from commencement.
- (ii) The employee shall, wherever practicable, before the commencement of absence, inform the company of such employee's inability to attend for duty and as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) An employee shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.

15. ANNUAL LEAVE

- (i) see Annual Holidays Act 1944

16. LONG SERVICE LEAVE

See Long Service Leave Act 1955

17. PARENTAL LEAVE

See Industrial Relations Act 1996.

18. BEREAVEMENT LEAVE

Weekly employees are entitled to a maximum of 3 days bereavement leave without loss of pay upon the death of a spouse, defacto spouse, child, step child parent, parents in law, grandparent or sibling in Australia.

19. JURY SERVICE

Weekly employees required to attend for jury service during his/her ordinary hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for jury service and the amount of wage they would have received had they not been on jury service.

20. PUBLIC HOLIDAYS

- (i) A public holiday for the purpose of this agreement shall be Christmas Day, Boxing Day, New Years Day, Australia Day, Good Friday, Easter Monday, Easter Saturday, Queens Birthday, Labor Day, Union Picnic Day and Anzac Day.
- (ii) Weekly employees shall be entitled to take the public holidays prescribed by subclause (I) above without loss of pay, provided that the employee would ordinarily have been required to work their ordinary hours on that day.
- (iii) All time worked on a Public Holiday prescribed in subclause (I) shall be paid at time an one half.

21. SUPERANNUATION

Refer to Superannuation Guarantee (Administration) Act 1992

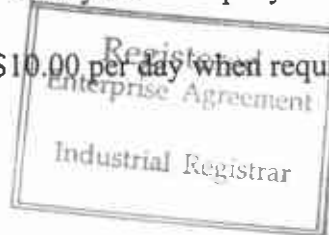
22. CLOTHING, TOOL ALLOWANCE, FIRST AID AND MEAL ALLOWANCES

The Company takes its responsibilities very seriously and will view any breaches of Occupational Health and Safety requirements with the utmost concern and in some instances breaches of same may lead to the termination of the persons employment with the Company.

- (i) The Company shall supply to each employee all safety equipment such as masks, safety glasses, hearing protection, hard hats and gloves in to be used in accordance with the Occupational Health and Safety Act 1984 requirements.



- (ii) Tool allowances will be paid in accordance with the individual worker requirements where the worker is required to use their own tools
- (iii) First Aid allowances will be paid to employees when required to use said Certificate at a rate of \$1.90 per day
- (iv) The Company will supply two full sets of Company uniform, which comprises shirts or tee-shirts, and trousers or shorts, to be replaced on 1st February of each year. Company uniform must be worn at all times whilst at work.
- (v) Meal allowance will be paid to employees at a rate of \$10.00 per day when required to work overtime provided that overtime exceeds 1 ½ hours.



23. GRIEVANCE PROCEDURE

The parties agree that, subject to the provisions of the Industrial Relations Act 19091, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) Any grievance of dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- (ii) If the matter is not resolved at this level, the matter will be reported in writing by the employee(s) to Management. Management, which consists of the Managing Director, the immediate Supervisor and the employee(s) concerned shall meet at a time suitable to discuss the issue. The meeting shall take place as soon as practicable after the complaint is received.
- (iii) Normal work will continue while the procedure is being followed.
- (iv) Should the matter not be resolved it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.

24. TRAINING

Employees will be required to undertake appropriate training in accordance with the Company Quality Assurance Certification or as directed by the Company from time to time.

25. NEGOTIATIONS

The parties to this agreement agree to commence discussions for a new agreement two (2) months prior to the expiration of the agreement.


26. INCOME PROTECTION INSURANCE

During the term of this Agreement there will be provided, by a company approved insurer at the industry standard, an agreed workers compensation top up / 24 Hour Income Accident Insurance Protection .

Policy to a maximum level of \$600.00 per week. In the event of the Insurance Provider refusing to cover any individual then no cover will be provided.


This agreement is made in Mayfield on 1/6/98

Signed for and on behalf of B.C.R. Holdings (Australia) Pty Limited


.....
Bryan Higgingbotham
Managing Director



Signed by on behalf of Australian Workers' Union New South Wales


.....
(Kevin Maher)
Secretary
AWU Newcastle, Central Coast & Northern Regions Branch