

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/16

TITLE: RJ' Painting Contractors Pty Ltd Painters Enterprise Agreement

I.R.C. NO: 98/6458

DATE APPROVED/COMMENCEMENT: 23 December 1998

TERM: 19 November 2001

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6



COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employee's who are engaged as painters and who work from 125 Johnston Street Casino, NSW, 2470

PARTIES: RJ's Painting Contractors Pty Ltd -&- Steven Joseph Eller, Brendan Travers Graham, Paul Edward Green, Shane Daniel Hall, Richard John Johnston, Douglas Newbury, Kenneth Paul Perry, Tony Mark Robinson, Allan John Ryan, Troy Anthony Smith, Stephen Transton, Dominic Peter Trevaskis



PAINTING CONTRACTORS PTY LTD PAINTERS ENTERPRISE AGREEMENT

1. Title of Agreement

This Agreement shall be known as the **RJ's Painting Contractors Pty. Ltd. Painters Enterprise Agreement.**

2. Parties to the Agreement

This Enterprise Agreement is made in accordance with the provision of the Industrial Relations Act 1996. Parties to this Enterprise Agreement are RJ's Painting Contractors Pty Ltd and the casual and permanent tradespeople whose signatures appear.

3. The Enterprise

The Enterprise for which the Agreement is made is RJ's Painting Contractors Pty Ltd working from 125 Johnston Street, Casino, NSW, 2470.

4. Trades or Occupations

The trades/occupation covered by this Agreement is Painter.

5. Intention

This Agreement shall apply only to the employees identified, working from 125 Johnston Street, Casino, NSW, 2470.

6. Duress

This Agreement was not entered into under duress by any party to it.

7. Incidence

The Agreement shall regulate totally the terms and conditions of employment previously regulated by the Building Tradesmen (State) Construction Award.

8. Hourly Rate of Pay

The hourly rate of pay for all hours of work shall be \$17.00. This rate shall be paid for all hours worked and includes overtime. No penalty rates of pay shall apply.

9. Ordinary Hours of Work

Painters will be paid for and work a 40 hour week. More flexible working arrangements may be negotiated with RJ's Painting Contractors Pty. Ltd, notwithstanding the basic requirement of eight hours per day.

Hours worked will normally be between the limits of 7.00am and 6.00pm but particular jobs may require other limits. Travel time less than sixty minutes one way does not contribute to paid work time.

RJ's Painting Contractors Pty Ltd will endeavour always to win sufficient contracts to keep all Painters engaged fully and wholly within their trade.

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10. Overtime

Given the nature of the construction industry, a reasonable minimum amount of overtime is expected of Painters. A "reasonable amount" is agreed by Company and Painters to be sixteen hours per month or two weekend days per month. Special personal circumstances will be considered sympathetically for exemption.

A Painter may accrue a maximum of ten days overtime entitlements. Any overtime accrued in excess of ten days must be taken in wages.

11. Wet Days

Any time lost due to wet weather must be taken from time accrued. If a Painter has no time accrued wet weather days must be made up within a month.

12. Timeliness

RJ's Painting Contractors Pty Ltd will pay by electronic transfer all wages and other payments owing to Painters promptly upon receipt of correctly completed time sheets and job cost cards. The normal pay period will be Thursday to Wednesday of the following week but payment for any period cannot be made until time sheets are available.

13. Professionalism

RJ's Painting Contractors Pty Ltd attempts in all dealings with its Painters, clients and the general public to conduct itself in a professional manner. "Professional manner" includes high standards of dress and behaviour, visible waste minimisation and disposal practices, all workplace health and safety measures and practices, continually updated product and practice knowledge and good customer relations, in addition to the normal requirements of high quality workmanship.

An acceptable standard of dress is deemed to be neat, clean white clothing.

RJ's Painting Contractors Pty Ltd depends for its continued flow of contracts not only on its competitive pricing on tenders but also on the reputation for professionalism gained for it by the actions of its Painters.

RJ's Painting Contractors Pty Ltd will make available to its Painters information on new products and processes. A Painter may from time to time seek from the Company financial or other support to attend meetings or other events which add to his or her professional knowledge.

Professional conduct rather than seniority will be the major factor in the decision of who must be "let go" in the event of protracted lack of work.



14. Travel

RJ's Painting Contractors Pty Ltd will supply roadworthy, insured vehicles for the benefit of Painters required to travel to work. Vehicles are a major cost to the Company. Painters will not mistreat Company vehicles, will keep them free from rubbish and will report immediately any matter which affects the appearance or roadworthiness of the vehicles.

Where a Company vehicle cannot be supplied for any reason the Company will supply fuel and a daily allowance of \$12.00 on the condition that the Company sights evidence of current registration and comprehensive insurance policy.

When Painters are required to work at a distance which is greater than 75 kilometres from the Painter's normal place of abode RJ's Painting Contractors Pty Ltd will provide suitable accommodation or will pay a living-away-from-home allowance of \$40.00 per night.

15. Superannuation and Incidental Entitlements

Superannuation shall be paid to the Approved Fund of Painter's choice at the rate required by the Superannuation Guarantee legislation - currently 7% of ordinary time earnings or \$47.60 per week.

The Company undertakes to keep all Painters properly covered by Workers Compensation insurance.

16. Leave Entitlements

a. Annual Leave will accrue at the rate of four weeks per annum, which may be taken pro rata after six months continuous service. Pay for annual leave will be at the normal rate of \$680.00 per week.

b. Public Holidays will include Christmas Day, Boxing Day, Easter Friday, Easter Monday, ANZAC Day, Queen's Birthday, New Year's Day, Australia Day and the October Labour Day holiday. Pay for Public Holidays will be at the normal rate of \$136.00 per day.

c. Sick Leave will be granted automatically on normal pay (\$136.00 per day) for the first day in any year of employment. For the second and subsequent successive days a Doctor's Certificate must be furnished to receive pay at the normal rate. After the fifth day of sick leave in any year of employment the Painter is not entitled to payment. Where a Painter completes a calendar year without taking up his full entitlements to Sick Leave he may elect to be paid a bonus equal to the amount of the unused sick leave at the rate of \$100.00 per day. Where a Painter elects to not receive the bonus, sick leave will accrue up to but not beyond the third year.

d. Long Service Leave provisions are covered by the Painter's registration with the Long Service Corporation.



17. Workplace Health and Safety

RJ's Painting Contractors Pty Ltd and Painters agree that workplace health and safety matters are of paramount concern. The Company's ability to comply with all relevant regulations and practices depends upon the willingness of Painters to report promptly and clearly any matter which compromises or may compromise the safety of workers, clients or the public.

18. Disciplinary Procedures

RJ's Painting Contractors Pty Ltd may bring disciplinary action against a Painter who fails to comply with reasonable requests of a Director or who shows wilful neglect of accepted safety or health procedures or who engages repeatedly in unprofessional behaviour. In the case of a wilful breach of workplace safety procedures where the welfare of others is put at risk dismissal may take effect immediately, in which case all monies owing to the Painter (including one day's pay in lieu of notice) shall be paid up at the Company's earliest convenience but always within five working days. In all other matters disciplinary action will consist first of advice. If the advice is not followed a warning may be issued. If a Painter receives a warning he may offer a formal response to the warning and may elect to have an observer present. If more than two warnings are ignored the Company may dismiss the Painter.

A Painter dismissed under this Section 18 foregoes any entitlement to redundancy payments.

19. Redundancy

A redundant employee shall receive severance payment. Severance payment shall accrue at the rate of one week's ordinary pay for each complete year of continuous service up to a maximum of ten years.

20. Temporary Variations and Waivers

Where normal conditions do not apply for any reason RJ's Painting Contractors Pty Ltd and Painters agree that temporary variations may be negotiated on any of the terms of this Agreement.

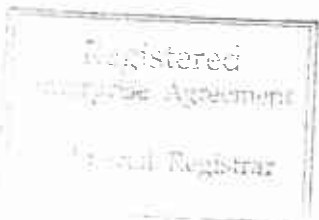
Temporary variations, and the failure of either party to this Agreement to compel performance of any term of the Agreement, do not prevent the party from enforcing the term at a later time.

21. Term of This Agreement

It is the intention of both parties to this Agreement that it should remain in force for a period of three years.

22. Implementation of the Agreement

All measures agreed to shall commence to be implemented on the first working day following signing of the Agreement.





E. Johnson
RJ's Painting Contractors Pty Ltd
Street, Casino, NSW 2470

125 Johnston

The employees

All

Eller, Steven Joseph

46 Adams Street, Coraki,
NSW 2471

Brendan Travers
Graham, Brendan Travers

40 Ferry Road, Coraki,
NSW 2471

P Green

Green, Paul Edward

30 Queensland Road,
Casino, NSW 2470

Shane Hall

Hall, Shane Daniel

22/15 Simpson's Road,
Elanora, Q 4221

23 Evaluation and Renewal

Evaluation of the success of this Agreement shall be continuous throughout its three year term. Written suggestions and comments should be lodged with the Director so that they may form a record of matters to be considered in the process of renewing and revising the Agreement.

The formal process of renewing the Agreement shall commence in September 2001.

24. Interpretation and Application

The parties agree to interpret and apply the provisions of this Agreement in a manner which does not breach the Anti-Discrimination Act 1997.

25. Leading Hands

Painters asked to assume the extra responsibilities of Leading Hands will be offered a loading of 18% for hourly rates of pay and entitlements to bring their total ordinary annual remuneration to \$40,420.19. Extra duties include ensuring time sheets, job cards, receipts, order cards and other documents are fully and correctly completed; keeping a detailed diary; starting and finishing jobs to clients' satisfaction; ensuring jobs run to plan; assisting tradesmen to perform to the best of their abilities; and quality assurance.



Richard Johnston

Johnston, Richard John
125 Johnson Street,
Casino NSW 2470

Douglas Newbury

71 Tanamera Drive,
Alstonville, NSW 2477

Kenneth Paul Perry

7 Hurley Street, Lismore,
NSW 2480

Mark Robinson

Lot 38, Sassafas Street,
Pottsville, NSW 2489

Allan Ryan

615 Mongogarie Road,
Leeville, NSW 2470

Troy Anthony Smith

95 Bridge Street, Coraki,
NSW 2471

A. Tranter

Transton, Stephen
21 Beith Street, Casino,
NSW 2470

Dominic Peter Trevaskis

Trevaskis, Dominic Peter
PO Box 1342,
Murwillumbah, NSW
2484



'B'

This is the annexure marked 'B'
referred to in The Affidavit of
Richard John Johnston dated 28/11/1998

COMPARISON TO RELEVANT AWARD

Name of Award

Building Tradesman (State) Construction Award (hereafter "Award")

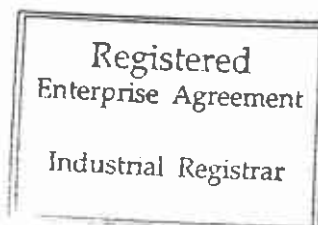
A Rates of Pay Agreement All hours of employment are paid at \$17.00. (Cl.8)
Award The first ordinary 38 hours of employment are paid at
\$13.43.
The first 90 minutes of overtime and the first two hours
on a Saturday are paid at time and a half rates. (Cl 18.1,
Cl. 19.1)
After 90 minutes of ordinary overtime and after two
hours of Saturday work and all Sunday hours are paid
at double rates (Cl 18.1, Cl 19.1, Cl 19.2)
All work on Public Holidays is paid at double time and
a half rates (Cl 18.7).

*Thus in an ordinary working week a Painter receives
under the Agreement \$680.00 rather than \$510.34
under the Award. In a week when 8 hours of overtime
is worked on each of Saturday and Sunday a Painter
receives under the Agreement \$952.00 rather than
\$926.67 under the Award.*

B Hours Worked Agreement An ordinary week consists of 40 hours (Cl.9)
Award An ordinary week consists of 38 hours (Cl 7.1)

C Inclement Agreement Painters may accrue up to 10 days in advance of wet
Weather weather from which wet weather days can be taken
Award with full ordinary pay. (Cl 11)
Award Employees may accrue up to 4 days in advance of wet
weather in every four week period, from which wet
weather days must be taken with full ordinary pay (Cl
6.4).

Annexure B 1.



D Travel Using Painters Vehicles	Agreement	Painters receive petrol and \$12.00 per day for travel to work sites using their own vehicles.
	Award	Employees receive an Allowance of 0.34 cents per kilometre for travel to work sites using their own vehicles (1996 Wages Adjustment Award, Table 3 Division 1, Item 9)
E. Living Away From Home Allowance	Agreement	Painters receive an allowance of \$40.00 per night.
	Award	Employees receive an allowance of \$38.00 per night (1996 Wages Adjustment Award, Table 3, Division 1, Item 11).
F. Sick Leave Entitlements	Agreement	Painters are entitled to five sick days per year on full pay. Painters who do not use their full annual entitlement of five sick days on full pay may elect to receive a bonus of \$100 per day of entitlement not utilised, or accumulate sick days for up to three years (CI 16c.)
	Award	Employees are entitled to up to ten days of sick leave in any year and may accumulate sick days for up to ten years (CI 26.1.(c), CI 26.3).
G. Redundancy	Agreement	Severance payment shall accrue at the rate of one week's ordinary pay for each complete year of service to a maximum of ten weeks pay (CI 19)
	Award	Severance payments shall be paid at the rate of 2.4 weeks ordinary pay for the first year of service, 4.8 weeks ordinary pay for the subsequent year of service and 7 weeks ordinary pay for the subsequent year of service to a maximum of eight weeks pay (CI 8A)

Thus under the Agreement a redundant Painter receives severance pay of \$1,360.00 after two complete years, \$3,400.00 after five complete years and \$6,800.00 after ten complete years Under the Award the redundant painter would have received severance payments of \$2,449.63, \$4,082.72 and \$4,082.72 respectively.

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Annexure B 2

H. Leading
Hands

- | | |
|-----------|---|
| Agreement | The rates of pay for leading hands amount to an overall increase of 18% over Painters' rates of pay (Cl.25) |
| Award | The rates of pay for leading hands include an allowance of roughly 5% over Painters' rates of pay. |
| Agreement | The Agreement attempts to specify the extra responsibilities of Leading Hands (Cl.25) |
| Award | The responsibilities of Leading Hands are not specified in any detail (Cl 2.16) |

