

FAIR WORK ACT 2009

**Easy Reach Scaffolding Pty Ltd
ENTERPRISE AGREEMENT**

2016

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1 TITLE

Easy Reach Scaffolding Pty Ltd Enterprise Agreement 2016

2 APPLICATION

This Agreement is made between Easy Reach Scaffolding Pty Ltd (referred to as “the Employer”) and its Employees, undertaking on-site construction work in Australia.

3 SCOPE & APPLICATION

This Agreement applies in the state of Victoria to:

- (a) the Company in respect to all of its employees engaged in building and construction work as defined by the Award or Yard Work as covered by the *Building and Construction General On-site Award 2010* and the *Manufacturing and Associated Industries and Occupations Award 2010*..
- (b) Employees of the Company who are engaged in any of the occupations, callings or industries specified in the Appendix A

4 PERIOD OF OPERATION

This Agreement comes into operation 7 days after approval by Fair Work Commission (FWC) and shall remain in force for a period of 4 years from the date approved.

5 RELATIONSHIP TO PARENT AWARD

- 5.1 This Agreement shall be read and incorporated wholly with the *Building and Construction General On-site Award 2010* and the *Manufacturing and Associated Industries and Occupations Award 2010*.
- 5.2 The terms and conditions of the Incorporated Instrument will be binding upon the Employer and Employees covered by this agreement during its operation if not otherwise prohibited by law.
- 5.3 Where this Agreement is silent the terms of the Incorporated Instrument, in so far as it has application, shall continue to cover and regulate the terms and conditions of employment in all other respects. In the event of any inconsistency between the Incorporated Instrument and a provision of this Agreement, the intent and terms of this Agreement shall prevail to the extent of such inconsistency unless contrary to law.

6. NO EXTRA CLAIMS

- 6.1 The parties acknowledge and agree that the Agreement is in full and final settlement of all matters, claims and demands however described within the Agreement

The parties further undertake to not, during the life of this Agreement, initiate any campaigns of direct industrial action intended to secure new and improved rates and conditions during the term of this agreement or at the end of this Agreement.

7. FLEXIBILITY

- (a) The Company and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (i) the agreement deals with 1 or more of the following matters:
 - (a) arrangements about when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances;
 - (e) leave loading; and
 - (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (iii) the arrangement is genuinely agreed to by the employer and employee.
- (b) Where the company wants to enter into a variation agreement with an individual employee, it must provide a written proposal to the employee. Where the employee's understanding in written English is limited, the company must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.
- (c) Provided, however, that the company must ensure that any variation agreement is genuinely agreed to by the company and the employee and that it results in the employee being better off overall than they would have been without the agreement.
- (d) The company must also ensure that any such variation agreement is:
- (i) In writing (including details of the terms that will be varied, how the arrangement will vary the effect of the terms, how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);
 - (ii) Signed by the parties (i.e. the company and employee), and if the employee is under 18, by a parent or guardian of the employee;
 - (iii) Provided to the employee within 14 days after it is agreed to;
 - (iv) Able to be terminated by either party given written notice of not more than 28 days, or at any time by both parties agreeing in writing.
- (e) The company must ensure that the terms of the flexibility arrangement:

- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (iii) result in the employee being better off overall than the employee would be if no arrangement was made.

8. STAND DOWN

The Employer may stand down an Employee and deduct payment for any day or part thereof upon which an Employee cannot be usefully employed due to any of the following circumstances:

- Industrial action or participation in any industrial action
- A stoppage of work (other than for inclement weather within the allowance prescribed by this Agreement) for any cause, including break-down of machinery or failure or lack of power, for which cause the Employer is not reasonably responsible.

9. POSTING OF AGREEMENT

To ensure that the parties are aware of the terms of the Agreement, and to assist in any resolution of a disputes or the avoidance thereof a copy of this Agreement shall be retained by the employer at all times for ready access by any employee on a project site, and the employer shall provide a permanent copy for each employee representative and Occupational Health and Safety representative on a project site.

10. WORKPLACE CONSULTATION

- (a) This term applies if the employer:
 - (i) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (b) For a major change referred to in paragraph (a)(i):
 - (i) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (ii) subclauses (c) to (i) apply.

- (c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (e) As soon as practicable after making its decision, the employer must:
 - (i) discuss with the relevant employees:
 - (a) the introduction of the change; and
 - (b) the effect the change is likely to have on the employees; and
 - (c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (a) all relevant information about the change including the nature of the change proposed; and
 - (b) information about the expected effects of the change on the employees; and
 - (c) any other matters likely to affect the employees.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (b)(i) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (j) For a change referred to in paragraph (a)(i):
 - (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses (k) to (o) apply.
- (k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (l) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (m) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - (a) all relevant information about the change, including the nature of the change; and
 - (b) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (c) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (n) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (o) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (p) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (a).

11. HEALTH AND SAFETY

The parties to this agreement are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and health of all Employees and other persons who may enter the workplace.

To facilitate this all Employees will be made aware of company OH&S policies, rules and procedures. Employees are to ensure that they adhere to the company's OH&S policies, rules and procedures at all times in the workplace. Any breach of the Company's OH&S policies, rules and procedures will be deemed to be misconduct and will lead to disciplinary action or dismissal.

Employees are responsible for the observance of company OH&S Policy in the workplace. They will take care and have responsibility of all safety equipment in the workplace including signage. Negligence of an Employee associated with the loss of OH&S equipment or signage may result in the Employee having to compensate for that loss to the Company.

Employees will not undertake any task or operate any equipment that they have not been trained to perform safely. Any Employee that is unsure whether he/she or a work colleague is competent to safely perform a task or operate equipment will not proceed and will notify the Company immediately.

Smoking is not permitted inside Company premises (including toilets) or vehicles.

Before commencing work Employees shall conduct a thorough risk assessment to identify and eliminate any hazards to themselves or other persons. If an Employee cannot safely rectify these hazards he/she should not commence work and immediately notify Company management.

Employees should immediately notify company management by completion of the relevant form if they injure themselves at work or subsequently become aware of any injury or disease that they may have sustained during the course of employment with the company.

12 ENGAGEMENT OF EMPLOYEES

At the point of engagement all Employees will be employed as a full time, part time or casual Employee as required by the company. Operators will be employed on a weekly hire basis and all other Employees will be employed on a daily hire basis in line with the Incorporated Instrument.

At the commencement of employment, all Employees will be engaged on a 6 month probationary employment period. If an Employee's performance or conduct is not satisfactory during the minimum employment period the Employer may terminate the Employee's employment. The Employer may terminate the Employee's employment at anytime during the minimum employment period by providing one week's notice or one week's pay in lieu of notice for operators and one day's notice for daily hire Employees. This notice will be in writing.

An Employee absent without contacting the Company office for 3 successive working days is deemed to have abandoned their employment.

12.1 Full time Employees

Full time Employees are Employees engaged on a daily or weekly hire basis according to their classification and shall accrue entitlements to annual leave, personal/carer's leave and other full time benefits.

12.1.1 Full time Employees employed to work On-Site as a labourer or tradesperson (scaffolders) defined by the Building and Construction General On-Site Award 2010 will be employed as daily hire employees.

12.1.2 Full time Employees employed to work On-Site as plant operators defined by the Building and Construction General On-Site Award 2010 and employees employed to work in the yard as covered by the Manufacturing and Associated Industries and Occupations Award 2010 will be engaged as weekly hire employees...

12.2 Part Time Employees

12.2.1 A part-time employee is an employee who works an average of fewer than 38 ordinary hours per week and has reasonably predictable hours of work.

For each ordinary hour worked, a part-time employee will be paid no less than the ordinary time hourly rate for the relevant classification and pro rata entitlements for those hours. An employer must inform a part-time employee of the ordinary hours of work and the starting and finishing times.

12.2.2 Before commencing a period of part-time employment the employee and the employer will agree in writing:

- (a) that the employee may work part-time;
- (b) upon the hours to be worked by the employee, the days upon which the hours will be worked and commencing times for the work;
- (c) upon the classification applying to the work to be performed; and
- (d) upon the period of part-time employment.

12.3 Casual Employment

12.3.1 Casual Employee shall mean an Employee engaged by the hour. A casual Employee may be engaged indefinitely and clause 14.8 of the *Building and Construction General On-site Award 2010* and clause 14.4 of the *Manufacturing and Associated Industries and Occupations Award 2010* (the incorporated instruments) do not apply.

12.3.2 The Employer when employing a person as a casual Employee must inform the Employee in writing that the Employee is to be employed as a casual, stating by whom the Employee is employed, the job to be performed, the classification level, the actual or likely number of hours to be worked and the relevant rate of pay.

A casual shall be paid an hourly rate no less than that listed in Appendix A plus a casual loading of 25%. This casual loading is to compensate for, annual leave, paid personal/carer's leave, paid community service leave, RDOs; public holidays not worked parental leave and redundancy.

12.3.3 A casual Employee shall be provided with a minimum of 4 hours work or pay per engagement.

12.3.4 A casual Employee required to work overtime, weekend work or public holidays shall be entitled to the relevant overtime/penalty rates provided in this Agreement, provided that:

- (a) where the relevant overtime rate is time and a half, the casual Employee 's overtime shall be paid at 175% of the base hourly rate prescribed in Appendix A wage rates; and
- (b) where the relevant overtime rate is double time, the casual Employee 's shall be paid 225% of the base hourly rate prescribed in Appendix A wage rates; and
- (c) where the relevant penalty rate to work on a public holiday prescribed by the NES will be paid at 275% of the hourly rate prescribed in Appendix A wage rates.

12.3.5 Termination of employment shall be by either the Company giving one hour's notice or payment in lieu thereof, or an Employee giving one hour's notice to the Company or the forfeiture of one hour's pay.

12.4 Termination of Employment (Other than Casuals)

Notice entitlements for all Employees will be in accordance with the incorporated Award.

Termination of employment shall be by either the Employer or Employee in writing in line with the requirements for their classification.

For **daily hire** Employees as defined in clause 12.1.1 shall be one day's notice on either side or one day's pay shall be forfeited. Notice given at or before the usual starting time of an ordinary working day shall be deemed to expire at the completion of that day's work.

For **weekly hire** Employees as defined in clause 12.1.2 the period of written notice by the Employer shall be:

Period of continuous service	Period of notice
One year or less	one week
Over one year and up to the completion of three years	two weeks
Over three years and up to the completion of five years	three weeks
Over five years	four weeks

In addition to the notice above, operator Employees over 45 years of age at the time of giving notice with not less than two years continuous service shall be entitled to an additional weeks' notice.

The notice of termination required to be given by an Employee shall be the same as that required for an Employer, save and except that there shall be no additional notice based on the age of the Employee concerned.

12.5 Abandonment of Employment

An Employee, who has been absent from duty for a period of three (3) rostered periods of work or more without prior notification to or authorisation by their supervisor or without reasonable excuse, will be deemed to have abandoned their employment.

In such circumstances, payment shall be made up to the time of abandonment

only and no notice is payable. The Employee will forfeit pay in the amount of the notice period not given.

12.6 Summary Dismissal

Nothing in this clause limits the company from terminating the contract of employment immediately for reasons of serious and wilful misconduct on the part of the Employee. Summary dismissal may occur if an employee behaves in a manner deemed as dangerous or grossly negligent or otherwise unacceptable. Some examples that may cause instant dismissal are:

- Violence, harassment or abuse in any form whatsoever shown towards fellow Employees, clients or anyone else related to work with the Company,
- Damage caused by an Employee to the Company property found to be the result of gross negligence or intentionally caused by the Employee,
- Disregard for Company policy, rules or the welfare of fellow workers or customers,
- Any activity bringing disrepute to the Company or its other Employees,
- Unlawful behaviour that causes detriment to the Company,
- Improper use of Company Equipment
- Theft,
- Wilful disobedience or misconduct,
- Refusal or neglect of duty,
- Insubordination,
- Concealment of material fact on engagement,
- Obscenity,
- Conviction for an offence that renders the Employee completely unable to work,
- Falsifying information in any personal record, including time or wages records, or the lodgement of a false Workers Compensation claim,
- Possession, use, or dealing in any prohibited drug or other restricted or dangerous substance during working hours or on company premises,
- Disclosure to other persons of information relating to company security arrangements,
- Duplication of company keys without permission from a company director or manager,
- Acts of incitement or actual acts of discrimination or harassment on the grounds of race, sex, religion, colour or ethnic origin.
- Breach of Company privacy policy

In such circumstances, payment shall be made up to the time of dismissal only and no notice is payable.

13. EMPLOYER AND EMPLOYEE DUTIES

13.1 An Employer may direct an Employee to carry out such duties, as required by the Company, as are reasonably within the limits of the Employee's skill, competence and training.

13.2 An Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.

13.3 Any direction issued by the Employer will be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

13.4 An employee engaged for more than two hours, during one day on duties carrying a higher rate than the employee's ordinary classification, must be paid the higher rate for the whole day. Otherwise the employee must be paid the higher rate for the time so worked.

14. WAGE RATES & CLASSIFICATION STRUCTURE

14.1 The minimum wage rates for each classification are detailed in Appendix A and include the relevant trade tool allowance for Employees. Classifications are as per the incorporated instrument.

The Company may review an individual Employee's wage rate and may increase individual wage rates. The Company will assess individual performance, productivity, minimum weekly wage percentage increase determined by Fair Work Commission in its Annual Wage Review and such other matters as the Company will in its absolute discretion consider relevant. Any applicable wage increases will commence from the first full pay period commencing on or after 1 July 2015, 2016, 2017 and 2018.

14.2 The Employer may hold up to two days wages 'in hand' for the purpose of calculating the pay periods. Except where otherwise agreed between the Employer and an Employee, wages will be paid weekly by Electronic Fund Transfer into a financial institution nominated by the Employee.

14.3 Wages will be deposited to a bank or building society nominated by the Employee.

14.4 The Company may review an individual Employee's wage rate and may increase individual wage rates. The Company will assess individual performance, productivity and such other matters as the Company will in its absolute discretion consider relevant.

14.5 No existing Employee shall suffer a reduction in their ordinary hourly rate of pay as a result of this Agreement coming into operation.

15. ALLOWANCES

15.1 Fares and Travelling Allowances

15.1.1 The daily fares and travel allowance for a Full-Time or Casual Employee not provided with a vehicle or picked up from home (and return) is \$17.43 per day.

a) Daily fares and travel pattern allowance will be paid on any day upon which the Employee performs or reports for duty, or allocation of work. The travel allowance will be \$17.43 per day.

b) The daily fares and travel allowance will not be payable on any day where the Employee is:

- Provided with a fully maintained Company vehicle; or

- Provided with transport, or is offered transport, free of charge from the Employee's home to the job site; or
- Is required to commence or cease work at the employer's workshop, yard or depot.

c) The cost of Citylink tolls or similar will be reimbursed for those Employees who are required by their employer to use their own vehicle during working hours, but not for travel to and from work.

15.1.2 Where an Employee is required to travel from inside the radial boundary (within 50 kilometres from the GPO Melbourne or the post office nearest to the point of engagement) to a project/job located outside the radial boundary, the Employee will be paid at the ordinary hourly rate calculated to the next quarter of an hour. The Employee will be paid a minimum payment of one half hour per day for each return journey for time travelled outside ordinary working hours from the designated kilometre radius to a job and returning to that radius.

15.1.3 Where an Employee uses their own vehicle for the purpose of travelling to and from a project/job outside a radial area they shall be paid a vehicle allowance of 47 cents per kilometre for each kilometre travelled outside the 50 kilometre radius.

15.1.4 Where an Employee uses their own vehicle for the purpose of travelling between jobs within the radius area they shall be paid a vehicle allowance of 78 cents per kilometre for each kilometre travelled between jobs.

15.1.5 The additional fares and travel allowance above shall not be paid to an Employee whose residence is outside the radial boundary and who travels to a job within 50km of their residence. Further, the additional fares and travel allowance above is not paid when the Employee is travelling to a job within the 50km radius of Melbourne or the post office nearest to the point of engagement.

16. DISPUTE RESOLUTION PROCEDURE

16.1 A major objective of this Agreement is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or any matters arising out of the operation of the Agreement or the National Employment Standards should be dealt with in accordance with the following procedure.

16.2 In the event of any work related grievance arising between the Company and an employee or employees, the matter shall be dealt with in the following manner:

- (a) The matter shall be first submitted by the employee/s or their appointed representative to the site foreperson, supervisor or the other appropriate site representative of the Company, and if not settled, to a more senior Company representative.
- (b) Alternatively, the Company may submit an issue to the employee/s who may seek the assistance and involvement of their appointed representative.
- (c) Work shall continue without interruption from industrial stoppages, bans and/or limitations while these procedures are being followed. The pre-

dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

- (d) If still not resolved, there may be discussions between the employee(s) and/or their representative, and senior Company representative(s).
- (e) Should the matter remain unresolved, either of the parties to the dispute may refer the dispute to Fair Work Commission (FWC) for resolution by conciliation and/or arbitration. Where arbitration is necessary, FWC shall have the power to do all things necessary for the just resolution or determination of the matter in dispute. This includes the exercise of procedural powers in relation to directions, hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

Any outcome determined by a third party shall not be inconsistent with the *Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, the Fair Work Act 2009, the Building and Construction Industry (Fair and Lawful Building Sites) Code 2014* and other applicable legislation.

This procedure shall be followed in good faith without unreasonable delay.

If any party to a particular dispute fails or refuses to follow any step of this procedure the non breaching party will not be obligated to continue through the remaining steps of the procedure, and may immediately seek relief by application to FWC.

17. SEVERABILITY

- (a) It is the intention of those covered by this agreement that the agreement contains only permitted matters under the Fair Work Act 2009.
- (b) The severance of any term of this agreement that is in whole, or in part of no effect, by virtue of the operation of s.253 of the Fair Work Act 2009, shall not be taken affect the binding force and effect of the remainder of the agreement.
- (c) To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

18. SUPERANNUATION

Employer superannuation contributions payments will be made into a complying fund of the Employee's choice. If a superannuation fund is not nominated within twenty-eight days of commencement, the contribution will be paid into the Employers default fund, CBUS.

The rate of contribution shall be 9.5% of ordinary time earnings (as defined by the *Superannuation Guarantee (Administration Act) 1992*), increasing as specified by legislation from 1st July 2013.

Employer superannuation contributions shall be made on a pro rata basis per ordinary day worked or while Employees are on paid leave. No superannuation

contributions shall be made for unpaid leave. Employees earning less than \$450 per month shall not be entitled to any superannuation contribution.

Individual Employees may salary sacrifice amounts on a voluntary basis by notifying the Employer in writing of their intention to do so after having sought expert advice in relation to entering into such an arrangement. The Employer shall meet the administrative cost of implementing the payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the agreement.

19. REDUNDANCY

Redundancy entitlements for all Employees will be in accordance with the National Employment Standards.

20. HOURS OF WORK, OVERTIME AND MEAL BREAKS

20.1 Ordinary Hours

The normal working hours for a casual or full-time Employee shall be up to 38 hours per week Monday to Friday.

20.1.2 Starting and finishing times are as directed by the Employer between 6.00 am and 6.00 pm.

20.1.3 In accordance with the provisions of the *Fair Work Act 2009 (Cth)* effective from 1 January 2010, an Employee who is a parent, or has responsibility for the care of a child may make a request to their Employer for a change in working arrangements to assist the Employee to care for the child if the child is under school age or the child is under 18 and has a disability. Any such request must be in writing and must set out details of the changes sought and of the reasons for the change.

20.1.4 The ordinary working hours shall be worked in a 20-day/ four week cycle, Monday to Friday inclusive, with eight hours worked for each of 19 days, and with 0.4 of an hour on each of those days accruing towards the 20th day, which shall be taken as a paid day off. The 20th day of the cycle shall be known as the 'RDO'. RDOs are paid at the ordinary time rate paid to employees at the time of taking the RDO.

Provided that thirteen RDOs shall be accrued by an employee in each twelve months continuous service.

20.1.5 Each day of paid leave taken and any holiday (as prescribed in clause 41 of the Award), occurring during any cycle of two weeks shall be regarded as a day worked for accrual purposes.

20.1.6 RDOs for the following year will be agreed upon no later than 1st October each preceding year. RDOs may be altered and banked in accordance with company requirements. A maximum of 5 RDOs may be banked

20.1.7 Upon commencement of employment, employees who have not worked a complete 20 day/four week cycle, shall receive pro-rata accrual entitlements for

the first RDO or group of RDOs falling after their commencement of employment. Thereafter, for the duration of employment with that employer, RDOs will be paid in full as they occur.

Upon termination of employment, an adjustment will be made to ensure that the full RDO entitlements, and no more, have been provided. This means that employees then having received more RDO's than they were entitled to will have the relevant amount removed from final termination payments, and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

20.2 Reasonable Additional Hours (Overtime) To Be Worked

20.2.1 The Employer may require an Employee (excluding persons under 18 years of age) to work reasonable additional hours (overtime) at overtime rates.

20.2.2 Payment for working overtime shall be;

- (a) For overtime worked on any of the days Monday to Saturday inclusive, time and one half for the first two hours, double time thereafter, except all time after noon on Saturday is double time.
- (b) For overtime worked on a Sunday, double time.

20.2.3 An Employee may refuse to work additional hours if they are unreasonable. In determining whether additional hours are reasonable or unreasonable the following must be taken into account:

- (a) Any risk to Employee health and safety from working the additional hours;
 - (b) The Employee's personal circumstances including any family responsibilities;
 - (c) The needs of the workplace/project, site or enterprise. Such needs include but are not limited to unforeseeable delays in the programme; work that is critical in ensuring site access, housekeeping activities, and maintenance.
 - (d) Whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours.
 - (e) The notice (if any) given by the Employer of the requirement to work overtime and the notice by the Employee to the Employer of their intention to refuse it
 - (f) The usual patterns of work in the industry or part thereof in which the Employee works.
 - (g) Whether any of the additional hours are on a public holiday
 - (h) The nature of the Employee's role, and the Employee's level of responsibility.
 - (i) Whether the additional hours are in accordance with an averaging arrangement in this agreement.
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- (j) Any other relevant matter.

Employees required to work for at least one and a half hours overtime after working ordinary hours, will be paid by the Employer an amount of \$18.00 to meet the cost of a meal or be provided with a meal.

20.3 Time Off In Lieu

All Employees may elect to take time off in lieu of payment of overtime. Time off in lieu may be banked and is accrued on a time for time basis (e.g. for every one overtime hour worked, the Employee shall receive one hour as time off in lieu). Time off in lieu is to be taken at times agreed to between the Employee and the Employer, such approval not to be unreasonably withheld.

Employees are only entitled to time off in lieu if it has been banked. Any time off in lieu accrual will be recorded on the Employee's payslip. All banked time off in lieu will be paid out on termination.

21. INCLEMENT WEATHER

Inclement weather means the existence of rain or abnormal climatic conditions (whether they are those of hail, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) of which it is either not reasonable or not safe for Employees exposed thereto to continue working whilst the conditions prevail.

Should a portion of the site be affected by inclement weather, all other Employees not so affected will continue working regardless that some Employees may be entitled to cease work due to inclement weather in accordance with the Incorporated Instrument.

An Employee is only entitled to double time for completion of concrete works during a period of inclement weather. In the case of wet weather Employees shall be provided with protective clothing.

22. LEAVE, PUBLIC HOLIDAYS AND COMMUNITY SERVICE

22.1 Annual Leave

22.1.1 All full time and part time Employees are entitled to annual leave. For each year of service with their Employer, an Employee is entitled to 4 weeks of paid annual leave. Full time and part time Employee shall accrue paid annual leave progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year. An Employee will accumulate at 0.0769 hours for each hour of ordinary time. For example based on a 38 ordinary hours in a week an Employee will accumulate 2.9222 hours per week or 12.6667 hours per calendar month.

22.1.2 Any accrued untaken leave shall be paid out on termination.

22.1.3 An Employee is entitled to take an amount of annual leave during a particular period if:

- (a) The amount of annual leave is credited to the Employee; and
- (b) The Employee has provided a minimum of two weeks' notice; and
- (c) The Employer has authorised the Employee to take the annual leave during that period. This authorisation by the Employer is subject to the operational requirements of the workplace but the Employer shall not unreasonably refuse or revoke an authorisation.

22.1.4 Employees shall receive an annual leave loading of 17.5% in addition to the entitlements to annual leave contained within this clause.

22.1.5 Shift workers engaged on continuous shift work (as defined by the Incorporated Instrument) who are regularly required as a result to work on Sundays and public holidays shall be entitled to 1/52 of the number of ordinary hours worked as a shift worker during that period.

22.1.6 Full time and part time Employees may, in writing and with the Employer's approval, elect to receive annual leave as payment in lieu of taking such leave. An Employee may only elect to receive annual leave as payment in lieu where the Employee's remaining accrued entitlement is greater than or equal to four (4) weeks. All payments made in lieu of annual leave periods shall be clearly identified in the Employee's wage records. Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee. The applicable annual leave loading will also be paid.

22.1.7 An Employee who has accrued an excessive amount of annual leave (6 weeks or more), may be directed by the employer to take a period of leave provided that the Employees remaining accrued entitlement is greater than or equal to 4 weeks and the employer has provided at least 4 weeks' notice to the Employee prior to the direction to take leave.

22.1.8 The Employer may close the business down during the Christmas – New Year period. The Employer may direct Employees to take accumulated annual leave or unpaid leave during this time.

22.2 Long Service Leave

Long Service Leave benefits will be as provided by Co-Invest if applicable.

22.3 Personal and Compassionate Leave

22.3.1 All full time Employees are entitled to accrue paid personal / carers / sick leave. For each year of service with their Employer an Employee is entitled to ten (10) days per year. Personal leave will accrue on a pro-rata basis throughout the year, and accumulate from year to year.

22.3.2 All accrued personal leave shall be available for use as carers leave in accordance with the provisions outlined below.

22.3.3 Personal leave may be taken because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of a personal illness, or personal injury, affecting the family or household member.

22.3.4 **Notice and evidence requirements**

- (a) An Employee must give the Employer notice of the taking of leave. Employees are to advise the reason and likely duration of the absence before 7.00 am on the first day of the absence where practicable.
- (b) Where practicable and the circumstances permit, an Employee must endeavour to arrange their leave to minimise the impact on operational needs.
- (c) The provision of appropriate reasonable documentary evidence including:
 - For sick leave, a medical certificate or if not reasonably practicable to provide a medical certificate or a statutory declaration made by the Employee is agreed to be reasonable evidence.
 - For carers leave, a medical certificate in respect to the family or household member, or a statutory declaration by the Employee is agreed to be reasonable evidence.

22.3.5 All Employees including Casual Employees are entitled to a period of up to 2 days unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household requires care or support because of illness, injury, or unexpected emergency affecting the member. The leave will be granted subject to the provision of reasonable evidence as illustrated above.

22.3.6 A full time Employee is entitled to 2 days paid compassionate leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household contracts or develops a personal illness that poses a serious threat to their life, or sustains a personal injury that poses a serious threat to their life, or dies. Evidence for compassionate leave, is any evidence that would reasonably satisfy an Employer.

22.4 **Community Service Activity**

An Employee who engages in an eligible community service activity post 1 January 2010 is entitled to be absent from his or her employment for a period if the period consists of time when the Employee engages in the activity, or reasonable travelling time associated with the activity, or reasonable rest time immediately following the activity, and unless the activity is jury service—the Employee's absence is reasonable in all the circumstances. Other than for jury service, community service leave is unpaid.

22.5 **Public Holidays**

An Employee is entitled to be absent from their employment on a day or part-day that is a public holiday in the place where the Employee is based for work. Public holidays will be those days gazetted by the State or Territory government of the location for where the work is based.

The Employer, with the consent of any Employee or the majority of Employees in the workplace, may substitute a public holiday for another day.

All Employees are entitled to a day off on a public holiday, however full time Employee will receive their normal hourly rate for the day.

If the Employer requests an Employee to work on a public holiday and they choose to do so (where substitution does not apply), then the penalty rates for public holidays are deemed to be double time and a half of their normal hourly rate.

23. MISCELLANEOUS

23.1 Fitness for Work

Under no circumstances will any Employee affected by alcohol and/or by any other drug be permitted to work or operate any equipment on Company projects. Employees are to ensure that they adhere to the Employer's OH&S policies, rules and procedures at all times in the workplace. Any breach of the Employer's OH&S policies, rules and procedures may be deemed to be misconduct and may lead to disciplinary action or dismissal.

If an Employee affected by alcohol or any other drug is sent home to recover, they will not be paid for the lost time.

Further, the parties agree that no alcohol and/or drugs will be permitted on Company projects and that Employees shall not consume any alcohol during lunch, rest or crib breaks.

23.2 Mobile Phone

Where the Company provides a mobile phone, it is to be solely used for the purpose of Company business. The mobile phone shall not be used for personal or recreational use and expenses for personal mobile phone calls will be limited to the prescribed limit contained in the mobile phone plan. This plan may change from time to time. Any additional costs over the limit or excess costs incurred will be paid by the Employee.

The use of mobile phones on site may be considered a workplace health & safety risk in certain circumstances. The Employer may direct an Employee not to use a mobile telephone in certain areas or during particular work time.

23.3 Company Plant, Equipment and Vehicles

Where vehicles, plant or equipment are provided, they are to be used for the purpose of Company business. They shall not be used for personal or recreational use or for the carrying of passengers, unless authorised by the Company. Company vehicles, plant and equipment will be driven / operated by Employees only.

Employees shall be responsible for the following while they are in charge of the plant, equipment or vehicles:

- Maintaining fuel, oil, water and any other fluid levels;

- Notifying the Company that servicing and or maintenance is required;
- Maintaining all interior and exterior appearance in a clean state;
- Keeping vehicles and/or plant locked/secured and in a secure place at all times when not in use;
- Reporting to the Company any damage, however slight;
- Any liability arising from the carrying of unauthorised passengers, breaches of road laws, or council parking regulations;
- Keeping any logbook up to date;
- Any liability to insurance excess will be the responsibility of the Employee where the plant, vehicle or equipment is used for personal use or the driver/operator is at fault or the driver/operator is under the influence of alcohol or a prohibited drug;
- Where an Employee is responsible for damage to the Company's or another person's property or equipment due to the Employee's negligence, the Employee will be liable to pay for the damage.

A breach of the above provisions may lead to disciplinary action being taken or termination of employment.

Employees should not leave any personal possessions in Company vehicles as the vehicle insurance may not cover any loss or damage to such personal possessions.

24. The contents and spirit of this agreement are endorsed and supported by the employees and management of **Easy Reach Scaffolding Pty Ltd.**

Signatures

Easy Reach Scaffolding Pty Ltd

Employer representative

Name (please print)

Position

Address

Date

Easy Reach Scaffolding Pty Ltd

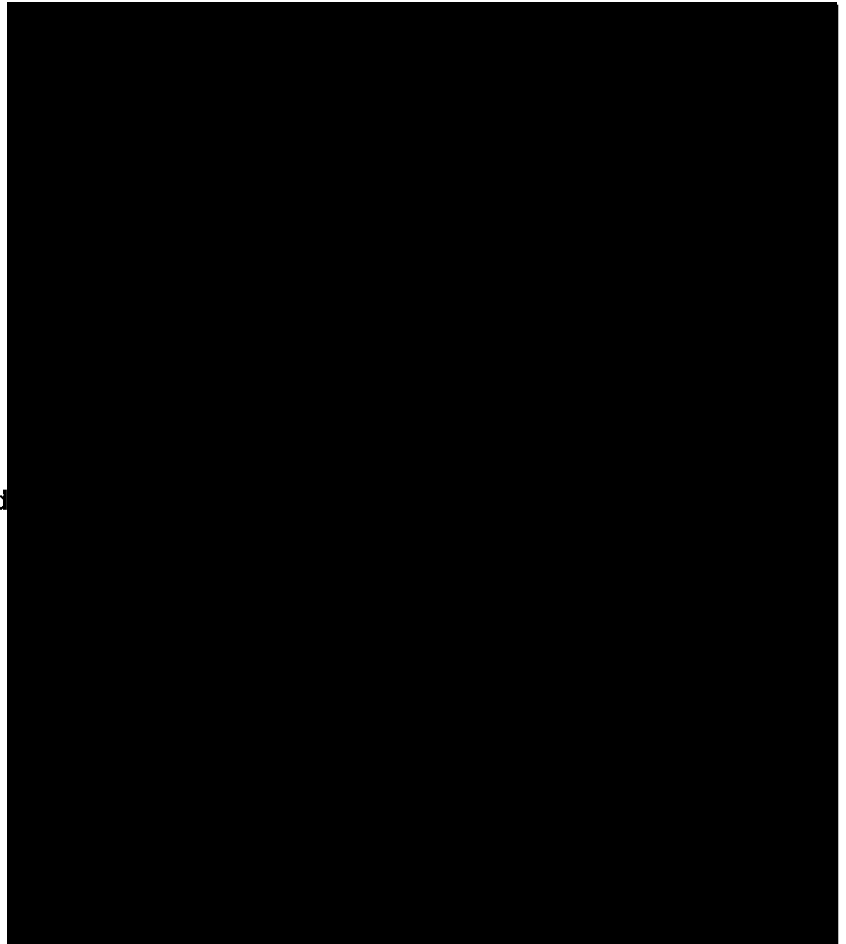
Employee representative

Name (please print)

Position

Address

Date



The Company must retain a copy for the duration of the workplace agreement and also 7 years after the workplace agreement is terminated.

APPENDIX A

Wage Rates

Further to clause 16, Wages, the wage rates outlined below are the minimum wages as at the date of lodgement of this Agreement. During the period of operation of this Agreement the wage rates and allowances shall be no less than the relevant Parent Award wages, at all times.

On-Site employees as defined by the Building and Construction General On-Site Award 2010	Rate Per Hour On Commencement
TRADES CLASSIFICATIONS (Daily hire)	
CW5 - 110%	
Special Class Tradesperson: Carver	\$23.90
CW4 - 105%	
Sign-writer; Marker/Setter Out; Letter Cutter	\$23.30
CW3 - 100%	
Carpenter/ Joiner; Tile-layer; Stonemason; Plasterer; Bricklayer and Painter	\$22.70
LABOURERS (Daily hire)	
CW3	
Rigger; Drainer; Dogman	\$21.90
CW2	
Scaffolder; Steel Fixer; Concrete Finisher	\$21.50
CW1 (d)	
Trades Labourer; Concrete Gang,; Jack Hammerman	\$20.90
CW1 (c)	
All others	\$20.60
CW1 (b)	
New Entrant between 3 - 12 months experience	\$20.30
CW1 (a)	
New Entrant - First 3 months experience	\$19.90
PLANT OPERATORS (Weekly hire)	
CW7-120%	
Operator Grade 5	\$23.60
CW5- 110%	
Operator Grade 4	\$22.50
CW4 - 105%	
Operator Grade 3	\$21.90
CW3 - 100%	
Operator Grade 1&2	\$21.30

Classifications Off-Site employees as defined by the Manufacturing and Associated Industries and Occupations Award 2010	Base Hourly Rate On Commencement \$
C5	24.00
C6	23.50
C7	22.50
C8	22.00
C9	21.50
C10	21.00
C11	20.00
C12	19.00
C13	18.50
C14	18.00

On-Site Apprentices as defined by the Building and Construction General On-Site Award 2010	Rate Per Hour On Commencement \$	Weekly Rate On Commencement \$
Apprentice Carpenter/Joiner 1 st year 2 nd year 3 rd year 4 th year	 13.00 14.90 17.25 20.75	 494.00 566.20 655.50 788.50
Adult Apprentice* Carpenter/Joiner 1 st year 2 nd year 3 rd year 4 th year	 21.50 22.00 22.50 23.00	 817.00 836.40 855.80 874.00

*Applies to employees who were aged 21 years of age or older at the time of entering into a contract of training in a specified trade.

Classifications are as per the incorporated instrument.

These rates are inclusive of the tool, special and I allowances, plus the minimum hourly rate as per the Pay and Classification scale for the Building and Construction General Onsite Award 2010