Employee Collective

Agreement

Fugen Masonry Contractors

(QLD) Pty Limited

&

Employees

2006

Employee Collective

Agreement

CONTENTS

1. Title
2. Definitions
3. Parties and Presons Bound
4. Scope of Agreements
   1. Relationship to other Awards and Agreements Pre January 2010
   2. Relationship to other Awards and Agreements from January 2010
5. Duration of the Agreement
6. No Extra Claims
7. Objectives
8. Protective Clothing and Company PPE
9. Wage Rates / Remuneration
   1. Combined Allowance
   2. Redunance
   3. Superannuation
   4. Workers Compensation
10. Terms of Employment
    1. Engagement
    2. Termination
    3. Stand Down
11. Payment of Wages
    1. Option 1 (No cashing in of annual leave)
    2. Option 2 (Cashing in of annual leave)
12. Travel and Distant Work
13. Inclement Weather
14. Annual Leave
    1. Option 1 (No cashing in of Annual Leave in Loaded Rate)
    2. Option 2 (Cashing in of Annual Leave in Loaded Rate)
    3. Annual Leave Loading
    4. Public Holidays

Appendix I - Agreement Classification Structure

Appendix II - Full Time Employee Rates of Pay (Option1)

Appendix III - Rates Calculation Table (Option 1)

Appendix IV - Full Time Employee Rates of Pay (Option2)

Appendix V - Rates Calculation Table (Option 2)

Appendix VI -Casual Employee Rates of Pay

Appendix VII - Counselling and Disciplinary Procedures

1. Title

This Employee Collective Agreement shall be known as the Fugen Masonry Contractors

(QLD) Pty Limited Employee Collective Agreement 2006

2. Definitions

The Company: Fugen Masonry Contractors (QLD) Pty Limited

Address: 21 Burrows Road

ST PETERS NSW 2044

Telephone: 02 9550 5344

Facsimile: 02 9516 4067

3

Employee Collective

Agreement

The Agreement: Fugen Masonry Contractors (QLD) Pty Limited Employee Collective

Agreement 2006

(hereinafter referred to as “the Agreement)

3. Parties and Persons Bound

3.1 This Agreement shall apply where the Company undertakes construction work, including maintenance throughout Australia.

3.2 Employees (hereinafter referred to as “Employees”) of the Company who are engaged in any of the classification of this agreement.

4. Scope of Agreement

4.1 Relationship to other Awards and Agreements Pre January 2010

4.1.1 This Agreement shall operate to the exclusion of any and all awards and supersedes any previous arrangements or agreements.

4.1.2 Prior to 1 January 2010 the reference award for this Agreement is the National Building and Construction Industry Award 2000 for the purposes of meeting the No Disadvantage Test.

4.2 Relationship to other Awards and Agreements from January 2010

4

Employee Collective

Agreement

4.2.1 This Agreement operates subject to Chapter 2 of the FWA to provide terms and conditions for Company employees covered by the Agreement.

4.2.3 WHERE MODERN AWARD CONDITIONS HAVE BEEN EXCLUDED OR MODIFIED BY THE TERMS OF THIS AGREEMENT, REMUNERATION AND OTHER CONDITIONS OF THIS AGREEMENT HAVE BEEN SET AT A LEVEL TO ENSURE THAT OVERALL, PERSONS EMPLOYED UNDER THIS AGREEMENT ARE BETTER OFF OVERALL THAN THEY WOULD OTHERWISE BE UNDER THE MODERN AWARD.

4.2.6 Where this Agreement gives an employee an entitlement (the award or agreement entitlement) that is the same as an entitlement (the NES entitlement) of the employee under the National Employment Standards:

(a) those terms operate in parallel with the employee’s NES entitlement, but not so as to give the employee a double benefit; and

(b) the provisions of the National Employment Standards relating to the NES entitlement apply, as a minimum standard, to the agreement entitlement.

5. Duration of the Agreement

5.1 This Agreement shall come in to operation on and from seven (7) days after the Agreement is approved by Fair Work Australia under provisions of Part 2-4, Division 4 of the FWA. The Agreement has a nominal expiry of one (1) calendar year from the effective date of operation or the 20 June 2010 whichever comes first.

5.2 THE AGREEMENT SHALL CONTINUE TO APPLY BEYOND ITS EXPIRATION DATE UNTIL IT CEASES TO OPERATE BY VIRTUE OF THE OPERATION OF SECTIONS 58, 224 OR 227 OF THE FWA.

6. No Extra Claims

5

Employee Collective

Agreement

The parties to this Agreement undertake that they will not pursue any further claims against the Company during its period of operation. The Agreement is intended to be exhaustive of all terms and conditions of the employment relationship.

7. Objectives

This Enterprise Agreement has the following objectives:

(a) To provide a culture for change

(b) To improve the competitiveness, viability and profitability of the Company providing better wages

(c) To improve efficiency and flexibility by changing the way work is organised

(d) To maintain and enhance Company occupational health and safety performance

8. Protective Clothing and Company PPE

Following the expiration of 152 ordinary hours of employment, Employees will also be provided with the option of:

* n April each year – 2 sloppy joes or 1 sloppy joe and 1 jacket
* In October each year – 2 t-shirts

9. Wage Rates / Remuneration

The wage rates set out in Appendix II and IV apply over the life of the Agreement. Rates apply on and from the beginning of the first full pay period to commence after the date indicated.

6

Employee Collective

Agreement

In return for compliance with the provisions of this Agreement, a combined allowance will be paid to all Employees. This allowance shall be paid in lieu of Special Rates, Multi-storey allowance, tool allowance, laundry and clothing allowances.

The rate payable will be as follows:

1. New Entrant as classified under this Agreement $0.50 per hour worked;
2. All other classifications under this Agreement $1.00 per hour worked.

9.2 Redundancy

The Company agrees to make redundancy contributions in respect of employees covered by this Agreement to a Redundancy Trust Fund to be nominated by the company.

9.3 Superannuation

The Company shall contribute superannuation payments into a superannuation fund nominated by the company.

The rate of contribution shall be 9% of Ordinary Time Earnings or the SGL percentage of Casual employees shall be entitled Superannuation subject to earning more than $450 in any month.

1. Rate
2. Contribution
3. Shall
4. TIme

7

Employee Collective

Agreement

Wages will be paid weekly through electronic funds transfer for all employees into an agreed financial institution account:

1. Some
2. Financial
3. Account
4. Very very useful test case

11.2 Option 2 (Cashing in of annual leave)

The loaded hourly wage rates set out in Appendix IV (B) is calculated on the base rates set out in Appendix IV (A) of this Agreement.

The loaded hourly wage rate takes into account the following conditions.

APPENDIX IV

8

Employee Collective

Agreement

Full Time Employee Wage Rates – (Option 2)

A. Base Rates Applicable from date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 15.58 17.65 19.11 19.94 20.77

From 1 March 2007 16.13 18.27 19.78 20.64 21.50

From 1 March 2008 16.67 18.89 20.45 21.34 22.22

From 1 March 2009 17.22 19.50 21.12 22.03 22.95

From 1 March 2010 17.82 20.18 21.86 22.80 23.75

B. Loaded Weekday Rates Applicable from date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 20.90 23.30 25.00 25.90 26.90

From 1 March 2007 21.63 24.12 25.88 26.81 27.84

From 1 March 2008 22.39 24.96 26.78 27.74 28.82

From 1 March 2009 23.17 25.83 27.72 28.72 29.82

From 1 March 2010 23.98 26.73 28.69 29.73 30.86

C. Loaded Weekday Overtime Rate Applicable from date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

9

Employee Collective

Agreement

APPENDIX VII

Counselling and Disciplinary Procedures / Termination of Employment

Any issues concerning application of the provisions of this procedure will be resolved strictly in accordance with Dispute Settlement Procedures noted above.

First Formal Warning

The employee concerned is to be approached on site by their direct supervisor. The supervisor will make clear to the Employee what the problem area(s) is (are) and how their behaviour must improve. Following this discussion, the supervisor shall report the matter to their manager, who shall ensure that this action is noted and followed up in writing as well as inscribed on the Employee's file.

Second Formal Warning

Where the same or similar behaviour continues and it is necessary to issue a second formal warning, this shall be issued, in writing, by the Employee’s supervisor.

10

Employee Collective

Agreement

At the time of issuing a written warning the Employee’s supervisor shall canvass the desirability of counselling the Employee.

Final Warning

Where the same or similar behaviour continues and it is necessary to issue a final warning this shall be issued by the Employee’s manager. The warning shall be in writing.

Termination

Where the same or similar behaviour is repeated, the employee's service shall be terminated by the Employee’s manager.

Stand Down & Suspension

18.Personal/Carer’s Leave

18. Personal/Carer’s Leave

18. Personal/Carer’s Leave

26. Stand Down & Suspension

11