Employee Collective

Agreement

Fugen Masonry Contractors

(QLD) Pty Limited

&

Employees

2006

COMMUNICATIONS, ELECTRICAL,

ELECTRONIC, ENERGY, INFORMATION,

POSTAL, PLUMBING AND ALLIED SERVICES

DIVISION),

February 22, 2011

8 Breathtaker Road, Alpine Village,

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1 Title

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ATTACHMENT 1:

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

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 DATE, PERIOD OF OPERATION; AND REVIEW

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.

4.1.3 Where award conditions have been excluded or modified by the terms of this

Agreement, remuneration under this Agreement provides benefit to employees

at such level so that overall, there is no disadvantage when compared to the

reference award.

4.2 Relationship to other Awards and Agreements from January 2010

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.

4.2.2 The relevant award for purposes of applying the better off overall test to this

agreement is the Building and Construction General On-site Award 2010

(MA000020). This Award also continues to operate as a minimum standard

notwithstanding the provisions of this agreement.

(WA No. .)

Date: 11-10-07 Page 1 of 33. IPA ECA

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.

4.2.4 This Agreement shall be read in conjunct with the NES, when it takes effect on

and from 1 January 2010.

4.2.5 Where this Agreement refers to a condition of employment provided for in the

NES the reference is to the condition as defined in the NES.

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.

a. PRINCIPLES

16.1. JOB DESCRIPTIONS (INDICATIVE ONLY)

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

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

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

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

performance

8. Protective Clothing and Company PPE

All Employees will be expected to present ready for work with protective footwear and a

hard hat. If a new Employee does not have appropriate footwear, the Company will

supply the employee with the appropriate footwear. The value of the footwear shall be

capped at a maximum value of $50, which will be deducted from the employee’s first

week of pay. Protective footwear and hard hat will be replaced on a fair wear and tear

basis on the condition that the old issue is presented for inspection if required.

No site specific agreement in relation to clothing will supersede the provisions of this

Agreement.

Following the expiration of 152 ordinary hours of employment, Employees will also be

provided with the option of:

• In April each year – 2 sloppy joes or 1 sloppy joe and 1 jacket

• In October each year – 2 t-shirts

Employees are expected to wear Company provided clothing and maintain such in a tidy

manner, so as to display a professional Company image.

Employees are expected to wear appropriate clothing in an effort to provide protection

from the harmful effects of UV exposure.

Additional personal protective equipment eg: gloves, ear plugs, eye protection, sun

protection will be supplied where required.

It is a condition of employment with the Company that whilst working on site, Employees

are required to wear hard hats, steel capped boots and appropriate protective clothing at

all times. Failure to wear required PPE may result in termination of employment.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

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.

The base rates set out in Appendix II(A) and IV(A) shall apply over the life of the

Agreement for the calculation of Long Service Leave entitlements, payment in lieu of

notice entitlements and for any calculation of employee redundancy pay entitlements.

9.1 Combined Allowance

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:

Date: 11-10-07 Page 1 of 33. IPA ECA

(i) New Entrant as classified under this Agreement $0.50 per hour worked;

(ii) All other classifications under this Agreement $1.00 per hour worked.

This allowance will be paid weekly for each hour worked on site attracting no premium or

penalty. The Company may at its discretion pay an amount in addition to the combined

allowance on specific projects.

Where the Company is obliged to make site specific payments (such as productivity

allowances, site allowances and site disability and other contingencies specifically

relating to the site) under prevailing industrial instruments the following conditions will

apply:

(i) The Company may, at its discretion, adopt none, some or all of those payments for

the duration of that project; or

(ii) Payments will only be made to or on behalf of employees where the Company is

contractually entitled to recover the full cost of the payments.

Payments will only apply while employees are engaged on the specific site or project.

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.

The Company will contribute $30.00 per week per employee.

These contributions shall be paid monthly into the nominated trust fund in accordance

with the requirements of the Trust.

All monies contributed by the company on behalf of its employees shall be exhaustive any

and all redundancy entitlements.

It is agreed between the parties to this Agreement, that should a Fringe Benefits Tax

liability arise for any payments made into a trust fund, such payments shall cease

immediately.

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

Ordinary Time Earnings applicable at the time including the fares allowance and the

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company combined allowance prescribed in sub-clause 9.1 of this Agreement in respect

of such payments made for each 8 hours ordinary time worked Monday to Friday.

Superannuation payments will be made on a pro-rata for each hour of ordinary time

worked less than 8 hours per day worked, or while employees are on authorised leave.

No contribution is made for unauthorised leave.

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Casual employees shall be entitled Superannuation subject to earning more than $450 in

any month.

9.4 Workers Compensation

The base rate of pay set out in Appendix II(A) and IV(A) will be paid for the purposes of

Workers Compensation payments.

Employees shall not receive payment for public holidays whilst in receipt of Workers

Compensation payments.

10. Terms of Employment

10.1 Engagement

All prospective Employees shall be required to fill out the Company’s pre-employment

application form and may be required to undertake a pre-employment medical

examination.

Parties agree that new Employees shall be subject to a probationary period of 12 weeks

with no notice in lieu during this period.

10.2 Termination

In cases where the Company terminates employment on the grounds of redundancy, the

actual persons to be retrenched shall be determined by the Company on the basis of

considerations such as:

• Employee’s classifications;

• Employee’s skills and ability;

• Employee’s personal qualities, service record, attendance, punctuality and general

reliability;

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Where an employee leaves on their own accord, their termination pay will be banked into

their account at the end of the next pay period (except in special circumstances).

Where an employee is terminated by the Company:

(i) Termination pay will be paid by cheque or through direct debit into the Employee’s

bank account.

(ii) Payment in lieu of notice shall be at the ordinary hourly rate of pay only (as

prescribed by this Agreement)

(iii) Redundancy shall be paid in accordance clause 9.2 of this agreement. The

Redundancy payment shall be calculated in accordance with the base rates set

out in Appendix II(A) and IV(A) of this Agreement

Payment for superannuation, redundancy and / or any other allowances prescribed by

this Agreement shall not be made for the notice period.

2. In c o n s is te n c y

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The Company may stand down an employee without pay by giving 2 hours notice.

Employees may be stood down in circumstances where an employee cannot be usefully

employed during periods of equipment failure, other circumstances outside the

Company’s control or for investigative or disciplinary purposes.

2. APPLICATION

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15.4 Meal break/meal money

Entitlement to carer's leave

The length of the stand down period shall be at the discretion of the Company.

11. Payment of Wages

The parties agree that employees should be given a choice of wage rates. Employees

shall elect which payment schedule they wish to be paid by. The Company shall confirm

any request made by employees in writing prior to commencing employment.

11.1 Option 1 (No cashing in of annual leave)

The loaded hourly wage rates set out in Appendix II (B) is calculated on the base rates set

out in Appendix II (A) of this Agreement.

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

(a) The Annual Leave Loading entitlement (17.5% loading on 20 days annual leave per

annum (including Fares Allowance)).

(b) The fares and travel entitlement.

(c) Inclement weather.

(d) Payment for 13 Rostered Days Off per annum.

1.

Wages will be paid weekly through electronic funds transfer for all employees into an

agreed financial institution account.

On becoming aware of any overpayment to an Employee the company will immediately

notify the employee and set a reasonable payback period.

In determining any termination payment, the company may deduct from the payment any

balance of outstanding monies owing to the company.

All wages, allowances and other monies may be paid by electronic funds transfer

Wages shall be made available no later than 3.30pm Thursday of each week (weekly).

No waiting time shall be payable where an Employee is kept waiting for their pay.

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.

(a) The Annual Leave Loading entitlement (17.5% loading on 20 days annual leave per

annum (including Fares Allowance)).

(b) Two weeks annual leave

(c) The fares and travel entitlement.

(d) Inclement weather.

Page 4 of 4

(e) Payment for 13 Rostered Days Off per annum.

2.

Wages will be paid weekly through electronic funds transfer for all employees into an

agreed financial institution account.

On becoming aware of any overpayment to an Employee the company will immediately

notify the employee and set a reasonable payback period.

In determining any termination payment, the company may deduct from the payment any

balance of outstanding monies owing to the company.

All wages, allowances and other monies may be paid by electronic funds transfer

Wages shall be made available no later than 3.30pm Thursday of each week (weekly).

No waiting time shall be payable where an Employee is kept waiting for their pay.

22. Travel and Distant Work

Employees shall start and cease work on the job at the usual commencing and finishing

times and shall transfer from site to site as directed by the Company.

Time spent by an Employee travelling from the Employee’s home to the job and return

outside ordinary hours shall not be regarded as time worked.

(i) When employed on work located within a radius of 150 kilometres

(ii) When employed on a distant job, for work performed within a radius of 150

kilometres from the place where, the Employee is accommodated for the distant

job

The excess fares and travel allowance will not apply to Employees who reside in the local

region where the Employee is locally engaged on a Company project but maintains a

separate place of residence from that recorded on the Employee job application form.

Employees covered by this Agreement shall be paid a fares and travel allowance of $20

per day, this amount is included in the loaded hourly rate (See Appendix III and IV – rates

calculation). This rate shall be paid for days worked (not including RDO’s). In order to

qualify for payment of the fares allowance, an Employee must work in excess of 4 hours

on the day.

For the purposes of the Agreement, distant work is defined as a project or work location

which is situated in a radius in excess of 150 kilometres. In such circumstances,

employees shall be responsible for organising their own transport, accommodation and

meals whilst engaged on distant work. The Company shall pay employees when required

to work at a distant work location a distant travel / accommodation / meals allowance of

$55 per night.

In the alternative, the distant travel / accommodation / meals allowance may be reduced

or not paid in circumstances where the company elects to provide some meals and / or

accommodation.

23. Inclement Weather

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Employees will not be paid for time lost due to inclement weather. The all-inclusive rate is

loaded to compensate for any time lost due to inclement weather.

24. Annual Leave

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Annual leave may be taken in separate periods of not less than one day at the request of

the employee. The company shall endeavour to approve such periods of leave where

adequate notice is given. Employees are to give at least 2 weeks notice of intention to

take annual leave of duration of one week or more.

Part-time employees will accrue entitlements on a pro rata basis.

The company may direct an employee to take accumulated Annual Leave. The company

shall give the employee at least 2 weeks notice of the requirement to take leave except in

situations relating to stand downs where no notice may be required.

The employee may request in writing for the company to deduct and ‘bank’ a percentage

of the employee’s pay rate for when the employee takes leave. Any banked monies will be

payable to the employee on termination of employment.

The ordinary rate of pay set out in Appendix II(A) and IV(A) will be paid for the purposes of

all Leave payments, including but not limited to Annual Leave, Long Service Leave and

Personal Leave.

Annual Close Down: The company may close the business down during the Christmas-

New Year period. Employees with insufficient leave accumulated will be stood down

without pay during the period. The company shall give at least 2 weeks notice to

employees of the company's intention to close down.

14.1 Option 1 (No cashing in of Annual Leave in Loaded Rate)

Full-time employees shall be entitled to 20 days paid annual leave per year of continuous

service.

14.2 Option 2 (Cashing in of Annual Leave in Loaded Rate)

Full-time employees shall be entitled to 10 days paid annual leave per year of continuous

service.

14.3 Annual Leave Loading

In addition to any payment for annual leave, employee shall receive payment for annual

leave loading. This amount shall be loaded into the employees hourly wage rate (See

Appendix III and V of this agreement). The loading is calculated as 17.5% of the following:

• Wages (Appendix B) and the Combined Allowance (Clause 9.1)

• Travel Allowance (Clause 12)

14.4 Public Holidays

An employee, other than a casual shall be entitled to the following holidays without

deduction of ordinary pay:

• New Year’s Day

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• Australia Day

• Good Friday

• Easter Saturday

• Easter Monday

• Anzac Day

• Queen’s Birthday

• Labour Day

• Christmas Day

• Boxing Day

• Picnic Day

When substituted or additional days are gazetted, the provisions unique to the public

holiday will apply to the substituted or additional days. For example, if Christmas Day

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falls on a Sunday and the following Monday is gazetted to be an additional public holiday,

the Monday will attract the same provisions as Christmas Day.

15. Casual Labour

A casual Employee shall be entitled to all the applicable rates and conditions of

employment prescribed in this Agreement except annual leave, personal leave, parental

leave, jury service, public holidays, redundancy and RDO’s.

On each occasion a casual Employee is required to attend work, the Employee shall be

entitled to payment for a minimum of 4 hours work plus the relevant fares and travel

allowance in this Agreement.

A casual Employee for working ordinary hours shall be paid a 25 percent loading

calculated on the relevant hourly rate prescribed in this Agreement for the Employees

classification.

Refer to Appendix VI for the casual rates of pay.

1st Year 40%

16. Dispute Settlement Procedures

The parties acknowledge that this Agreement is designed to place maximum emphasis on

avoidance of stoppages / industrial disputation and the expeditious settlement of

grievances and / or disputation where it does occur.

Procedures relating to grievances of individual Employees are as follows:

(a) The Employee is required to notify (in writing or otherwise) the Company as to

the substance of the grievance, at a meeting with the Company for discussion

and state the remedy sought.

(b) A grievance must initially be dealt with as close to its source as possible with

graduated steps for further discussion and resolution at higher levels of

authority. This may include the involvement of the Company or the Company

Consultative Committee and / or some form of mediation.

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(c) Reasonable time limits must be allowed for discussion at each level of

authority.

(d) At the conclusion of the discussion, the Company must provide a response to

an Employee grievance, if the matter has not been resolved, including

reasons for not implementing any proposed remedy.

(e) While this procedure is being followed, normal work continues.

(f) Employees may have representation at any stage of these procedures.

Subject to the provisions of the Workplace Relations Act 1996, unresolved matters shall

be formally submitted to the Australian Industrial Relations Commission with the decision

of the tribunal being accepted as the full and final resolution of the dispute. Any

individual’s legal rights are not affected or limited in any way.

Procedures relating to disputes between the Company and its Employees are as follows:

(a) A grievance or dispute must initially be dealt with as close to its source as

possible, with graduated steps for further discussion and resolution at higher

levels of authority.

(b) Reasonable time limits must be allowed for discussion at each level of

authority. This may include the involvement of the Company Consultative

Committee.

(c) It is agreed between the parties that in the settlement of a dispute where it is

identified that the Company is in minor / technical default with this

Agreement or statutory obligations (eg. Under payment or non-payment of an

entitlement) there will be no stoppage of work whilst the alleged breach is

under investigation.

Subject to the provisions of the Workplace Relations Act 1996, unresolved matters shall

be formally submitted to the Australian Industrial Relations Commission by either party or

their representatives, with the decision of that tribunal being accepted as the full and

final resolution of the dispute. Parties’ rights to the process of legal appeal are not

affected or limited in any way.

It is an overriding condition of this Agreement that any mediated, conciliated or arbitrated

outcome in settlement of a dispute by the Australian Industrial Relations Commission

must be consistent with the National Code of Practice for the Building and Construction

Industry and the Implementation Guidelines.

17. Occupational Health and Safety

All occupational health and safety issues will be resolved in strict accordance with the

relevant legislation.

The most qualified or appropriate person will render first aid.

Where a safety problem exists, work shall cease only in the affected area. Work shall

continue elsewhere unless there is no safe access to working areas. However, any

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problem of access shall be immediately rectified and the Employees will use alternate

safe access to such working areas while the usual access is being rectified.

If a safety problem arises, the matter shall be brought to the attention of the immediate

supervisor / foreperson. They shall organise to have the problem rectified and the

Employees relocated to safe work areas whilst rectification work is being carried out.

Should a dispute arise over a safety issue, immediate inspection of the disputed area

involving both the Company and the Site Safety Representative and / or safety committee

shall take place.

If there is more than one area thought to be unsafe, the OH&S committee and the

Company will nominate in order of priority the areas to be inspected. On verification that

rectification has been completed, productive work will resume. Such resumption shall

take place if necessary in stages as each area has been cleared.

Provided that any disagreements between Company and the Site Safety

Representative(s) and / or Safety Committee shall be determined by the relevant

legislation and industry safety codes.

The Company will ensure all Employees complete the relevant accredited Occupational

Health and Safety Induction Course.

18. Company Drug and Alcohol Policy

Under no circumstances will any Employee affected by alcohol and / or affected by any

other drug be permitted to work and / or operate any equipment on Company projects.

If an Employee is affected by alcohol or any other drug and is sent home to recover, they

will not be paid for the lost time. The Company may take disciplinary action including

termination of employment against any Employee who is affected by alcohol and / or

drugs.

The parties agree that no alcohol / drugs will be permitted on Company projects.

19. Hours of Work / Rostered Days Off

19.1 Hours of Work

Consistent with the objectives of this Agreement, the Parties have agreed to organise the

hours of work to suit the requirements of the industry whilst also giving the Company and

Employees greater flexibility in organising their rostered days off (RDO’s). Except as

provided elsewhere in the Agreement, the ordinary working hours shall be Monday to

Friday 8 hours per day, 38 hours per week.

Work will be performed between 5.00 am and 6.00 pm. Where a 5.00 am or 6.00 am

start is applied, subsequent meal and crib time adjustments will be made.

(i) A single unpaid meal break of up to 30 minutes duration may be taken at any time

after 10.00 am. This break is in lieu of all other breaks, paid or unpaid taken by

custom and practice.

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(ii) The meal breaks may be re-scheduled to suit site operations, such as concrete

pours, or material deliveries. Where this occurs, the 30 minute unpaid break may

be taken either before the operation, or after the operation is complete.

(iii) Where agreed between Company and Employees, an ordinary shift that commences

at any time during the span of hours provided for in this agreement shall not attract

any penalty.

19.2 Rostered Days Off

A rostered day off may be taken as follows:

(i) Agreement may be reached annually between the Company and Employees as to

what days shall be taken as rostered days off over the year in question.

(ii) Rostered days off may be banked to a maximum of ten days in any twelve month

period. These RDO’s may be taken, by individual agreement with an Employee, as a

group of consecutive days, or any other suitable combination.

(iii) Alternatively, rostered days off may be taken on an agreed rostered basis to

minimise loss in productivity.

(iv) Employees’ entitlements for rostered days off shall be shown on weekly pay slips.

(v) The parties agree that Employees shall be paid for 13 rostered days off which shall

be factored into the loaded hourly wage rate, as per Appendix’s III and V.

19.3 Overtime

The Company may require an Employee to work reasonable overtime. Reasonable

overtime will be determined having regard to:

(i) Any risk to Employee health and safety

(ii) The Employee’s personal circumstances including family responsibilities

(iii) The needs of the Company

(iv) The notice (if any) given by the Company of the overtime

(v) Any other relevant matter

All time worked beyond an Employee’s ordinary hours of work Monday to Friday (inclusive

of time worked for RDO accrual purposes) or overtime worked on weekends, shall be paid

for in accordance with the pay tables contained in appendix II and IV of this agreement.

19.4 Additional Meal Allowance Provision

The parties agree that $21.00 shall be payable where an employee works in excess of 8

hours in any one day. This allowance will also be in lieu of the first 20 minutes crib

payable for overtime Monday to Friday. This amount shall remain in force without

variation for the duration of the Agreement but may be varied at the discretion of the

Company.

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20. Employee Awareness

All current Employees will be given a copy of this Agreement, along with all future

Employees upon commencement.

21. Counselling and Disciplinary Procedures

The Company recognises the importance of clear and understood counselling

procedures. Attached hereto at Appendix VII of this Agreement are the procedures

adopted by the Company and agreed with the workforce.

22. Flexibility Arrangements

22.1 An employer 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:

(a) the agreement deals with one (1) or more of the following matters:

(i) arrangements about when work is performed;

(ii) overtime rates;

(iii) penalty rates;

(iv) allowances;

(v) leave loading; and

(b) the arrangement meets the genuine needs of the employer and

employee in relation to one (1) or more of the matters mentioned in

paragraph (a); and

(c) the arrangement is genuinely agreed to by the employer and employee.

22.2 The employer must ensure that the terms of the individual flexibility

arrangement:

(a) are about permitted matters under section 172 of the Fair Work Act

2009; and

(b) are not unlawful terms under section 194 of the Fair Work Act 2009;

and

(c) result in the employee being better off overall than the employee would

be if no arrangement was made.

22.3 The employer must ensure that the individual flexibility arrangement:

(a) is in writing; and

(b) includes the name of the employer and employee; and

(c) is signed by the employer and employee and if the

(d) employee is under 18 years of age, signed by a parent or

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(e) guardian of the employee; and

(a) includes details of:

(i) the terms of the enterprise agreement that will be varied by the

arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) 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

(b) states the day on which the arrangement commences.

22.4 The employer must give the employee a copy of the individual flexibility

arrangement within 14 days after it is agreed to.

22.5 The employer or employee may terminate the individual flexibility arrangement:

(a) by giving no more than 28 days written notice to the other party to the

arrangement; or

(b) if the employer and employee agree in writing — at any time.

23. Consultation Arrangements

23.1 This arrangement applies if:

(a) the employer has made a definite decision to introduce a major change to

production, program, organisation, structure, or technology in relation to its

enterprise; and

(b) the change is likely to have a significant effect on employees of the

enterprise.

23.2 The employer must notify the relevant employees of the decision to introduce

the major change.

23.3 The relevant employees may appoint a representative for the purposes of the

procedures in this term.

23.4 If:

(a) a relevant employee appoints, or relevant employees appoint, a

representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the

representative;

(c) the employer must recognise the representative.

23.5 As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

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(i) the introduction of the change; and

(ii) the effect the change is likely to have on the employees; and

(iii) measures the employer is taking to avert or mitigate the adverse

effect of the change on the employees; and

(b) for the purposes of the discussion — provide, in writing, to the relevant

employees:

(i) all relevant information about the change including the nature of

the change proposed; and

(ii) information about the expected effects of the change on the

employees; and

(iii) any other matters likely to affect the employees.

23.6 However, the employer is not required to disclose confidential or commercially

sensitive information to the relevant employees.

23.7 The employer must give prompt and genuine consideration to matters raised

about the major change by the relevant employees.

23.8 If a term in the enterprise 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 subclauses (2), (3) and

(5) are taken not to apply.

23.9 In this term, a major change is likely to have a significant effect on employees

if it results in:

(a) the termination of the employment of employees; or

(b) major change to the composition, operation or size of the employer’s

workforce or to the skills required of employees; or

(c) the elimination or diminution of job opportunities (including

opportunities for promotion or tenure); or

(d) the alteration of hours of work; or

(e) the need to retrain employees; or

(f) the need to relocate employees to another workplace; or

(g) the restructuring of jobs.

23.10 In this term, relevant employees mean the employees who may be affected by

the major change.

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24. Endorsement of Agreement

24.1 The signatures below confirm that the Agreement has been made by the

parties under the provisions of Part 2-4, Division 4 of the Fair Work Act 2009.

24.2 I making the Agreement, the parties recognise that each has a responsibility

to ensure the successful operation of the Agreement.

24.3 This Agreement is made on this day of 2009

Executed for and on behalf of the Company:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Company Representative’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Company Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by the Employee Representative:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Employee Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Employee Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX I

Agreement Classification Structure

Classification Abbreviation % Relativity

Fugen Masonry Queensland Employee Level 1C

New entrant – Junior / Trainee Labourer FMQE1C 75

Fugen Masonry Queensland Employee Level 1B

Unskilled Labourer FMQE1B 85

Fugen Masonry Queensland Employee Level 1A

Skilled Labourer FMQE1A 92

Fugen Masonry Queensland Employee level 2

Scaffolder, Hoist Driver, Fork Lift Driver FMQE2 96

Fugen Masonry Queensland Employee Level 3

Bricklayer FMQE3 100

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APPENDIX II: Full Time Employee Wage Rates – (Option 1)

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 20.20 22.50 24.10 25.00 25.90

From 1 March 2007 20.91 23.29 24.94 25.88 26.81

From 1 March 2008 21.64 24.10 25.82 26.78 27.74

From 1 March 2009 22.40 24.95 26.72 27.72 28.72

From 1 March 2010 23.18 25.82 27.66 28.69 29.73

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

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 23.37 26.48 28.67 29.91 31.16

From 1 March 2007 24.19 27.40 29.67 30.96 32.24

From 1 March 2008 25.03 28.36 30.71 32.04 33.37

From 1 March 2009 25.91 29.35 31.78 33.16 34.54

From 1 March 2010 26.82 30.38 32.89 34.32 35.75

D. Loaded Saturday Rates Applicable from Date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 30.74 34.49 37.14 38.64 40.15

From 1 March 2007 31.81 35.70 38.44 39.99 41.55

From 1 March 2008 32.93 36.95 39.78 41.39 43.00

From 1 March 2009 34.08 38.24 41.17 42.84 44.51

From 1 March 2010 35.27 39.58 42.61 44.34 46.07

E. Loaded Sunday Rates Applicable from Date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 33.66 37.80 40.72 42.38 44.04

From 1 March 2007 34.83 39.12 42.15 43.86 45.58

From 1 March 2008 36.06 40.49 43.62 45.40 47.18

From 1 March 2009 37.32 41.91 45.15 46.99 48.83

From 1 March 2010 38.63 43.38 46.73 48.63 50.54

APPENDIX III

Loaded Hourly Wage Rate Calculation - (Option 1)

FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

Hourly Rate 15.58 17.65 19.11 19.94 20.77

Per Day $118.41 $134.14 $145.24 $151.54 $157.85

Fares and Travel $20.00 $20.00 $20.00 $20.00 $20.00

Daily Pay $138.41 $154.14 $165.24 $171.54 $177.85

Annual Wage $30,311.35 $33,756.66 $36,186.68 $37,568.14 $38,949.59

Rostered Days Off $1,799.33 $2,003.82 $2,148.12 $2,230.02 $2,312.05

Annual Leave Loading $242.21 $269.75 $289.16 $300.20 $311.24

Inclement Weather $1,245.67 $1,387.26 $1,487.12 $1,543.90 $1,600.67

$34,782.65 $38,758.89 $41,563.45 $43,157.69 $44,752.07

Total

Loaded Hourly Rate $20.20 $22.50 $24.10 $25.00 $25.90

23

APPENDIX IV

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

24

1C 1B 1A 2 3

From date of commencement 23.37 26.48 28.67 29.91 31.16

From 1 March 2007 24.19 27.40 29.67 30.96 32.24

From 1 March 2008 25.03 28.36 30.71 32.04 33.37

From 1 March 2009 25.91 29.35 31.78 33.16 34.54

From 1 March 2010 26.82 30.38 32.89 34.32 35.75

D. Loaded Saturday Rates Applicable from Date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 30.74 34.49 37.14 38.64 40.15

From 1 March 2007 31.81 35.70 38.44 39.99 41.55

From 1 March 2008 32.93 36.95 39.78 41.39 43.00

From 1 March 2009 34.08 38.24 41.17 42.84 44.51

From 1 March 2010 35.27 39.58 42.61 44.34 46.07

E. Loaded Sunday Rates Applicable from Date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 33.66 37.80 40.72 42.38 44.04

From 1 March 2007 34.83 39.12 42.15 43.86 45.58

From 1 March 2008 36.06 40.49 43.62 45.40 47.18

From 1 March 2009 37.32 41.91 45.15 46.99 48.83

From 1 March 2010 38.63 43.38 46.73 48.63 50.54

APPENDIX V

Loaded Hourly Wage Rate Calculation - (Option 2)

FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

Hourly Rate 15.58 17.65 19.11 19.94 20.77

Per Day $118.41 $134.14 $145.24 $151.54 $157.85

Fares and Travel $20.00 $20.00 $20.00 $20.00 $20.00

Daily Pay $138.41 $154.14 $165.24 $171.54 $177.85

Annual Wage $30,311.35 $33,756.66 $36,186.68 $37,568.14 $38,949.59

Rostered Days Off $1,799.33 $2,003.82 $2,148.12 $2,230.02 $2,312.05

Annual Leave $1,184.08 $1,341.40 $1,452.36 $1,515.44 $1,578.52

Annual Leave Loading $242.21 $269.75 $289.16 $300.20 $311.24

Inclement Weather $1,245.67 $1,387.26 $1,487.12 $1,543.90 $1,600.67

Total $34,782.65 $38,758.89 $41,563.45 $43,157.69 $44,752.07

Loaded Hourly Rate $20.90 $23.30 $25.00 $25.90 $26.90

25

APPENDIX VI: Casual Employee Wage Rates

Casual Ordinary Rates Applicable from date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 24.38 27.25 29.25 30.38 31.50

From 1 March 2007 25.23 28.20 30.27 31.44 32.60

From 1 March 2008 26.11 29.19 31.33 32.54 33.74

From 1 March 2009 27.02 30.21 32.43 33.68 34.92

From 1 March 2010 27.97 31.27 33.57 34.86 36.14

Casual Weekday Overtime Rate Applicable from date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 27.27 30.89 33.44 34.90 36.35

From 1 March 2007 28.22 31.97 34.61 36.12 37.62

From 1 March 2008 29.21 33.09 35.82 37.38 38.94

From 1 March 2009 30.23 34.25 37.08 38.69 40.30

From 1 March 2010 31.29 35.45 38.38 40.04 41.71

Casual Loaded Saturday Rates Applicable from Date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 34.63 38.90 41.91 43.62 45.34

From 1 March 2007 35.85 40.26 43.38 45.15 46.92

From 1 March 2008 37.10 41.67 44.90 46.73 48.57

From 1 March 2009 38.40 43.13 46.47 48.37 50.27

From 1 March 2010 39.74 44.64 48.10 50.06 52.03

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Casual Loaded Sunday Rates Applicable from Date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

1C 1B 1A 2 3

From date of commencement 37.56 42.21 45.50 47.37 49.23

From 1 March 2007 38.90 43.69 47.09 49.02 50.96

From 1 March 2008 40.23 45.22 48.74 50.74 52.74

From 1 March 2009 41.64 46.80 50.44 52.51 54.58

From 1 March 2010 43.10 48.44 52.21 54.35 56.49

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.

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.

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Nothing shall prevent the Company from terminating the Employees employment during

any stage of this process

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