

Australian Workplace Agreement
For Casual Employees

CASE STUDY NO. 5

BETWEEN: John Love Electrical Pty Ltd (Employer)
A.B.N. 98 348 990 768

OF: 6/ 127 Sugar Road
Maroochydore Q 4558

AND: (Employee)

OF:
.....

RECITALS:

1. John Love Electrical Pty Ltd provides building services to domestic and commercial construction sites. Labour traditionally is engaged on a casual basis. The employees work mainly on site applications.
2. Traditionally the workers are classified as Electrical Worker Grade 5 (Electrician). The aligned Award is the Electrical Contracting Industry Award - State.
3. The nature of the construction business is cyclical, so is demand for labour.
4. The average time worked by employees is between 38 and 45 hours per week but often varied.
5. John Love Electrical Pty Ltd has decided to engage its labour under an Australian Workplace Agreement based on the Electrical Contracting Industry Award - State.
6. The benefits for the employees under this agreement are:
 - Cash benefit from the payment of selected benefits up front;
 - Puts in place an Award as a safety net for employees;
 - All employees will be treated in a similar fashion;
 - All employees will receive time off in lieu of overtime;
 - All employees will be casuals for the purpose of wages;
 - All employees will be entitled to Portable Long Service Levy, Superannuation and Workcover.
7. The objectives of this agreement are to vary the Award to enable employees to:
 - Work an average of 40 hours per week without incurring penalty rates;
 - To vary the span of hours in which work can be carried out;
 - Provide a more flexible workplace;
 - Formalise the current work practices.

OPERATIVE:

It is agreed that:

1. All employees who enter into this agreement will be employed by John Love Electrical Pty Ltd as casual employees.
2. The employee can work up to and average of 40 hours per week at a set rate of pay before attracting the over-time entitlements which will be considered as accrued hours.
3. The employee will be paid a minimum of \$24.10 per hour, which is inclusive of overtime, sick leave, bereavement leave, construction and mobility allowances, tool allowance, travel time and fares, tradesmen's allowance, holiday pay and loading.
4. Your all inclusive rate will be \$ per hour which is not less than the hourly rate in clause 3.
5. Employees and the employer may negotiate an increased hourly rate, which must be recorded in writing and signed by John Love Electrical Pty Ltd and the Employee (the parties).
6. Approved State or Federal Government Trainees or juniors will be paid a wage comparable to the prescribed percentages under the Competency Based Training Scheme - 1996.
7. The normal daily span of workhouses will be 10 hours to be between 6am and 5pm Monday to Saturday. Sunday work will be by negotiation. The employee may request to work additional hours in any week. Any such hours will be paid at ordinary rates as stated in clause 4.
8. This agreement is to be interpreted in conjunction with the Electrical Contracting Industry Award. Where this agreement is silent on rates of pay, conditions, allowances and other matters, the Award will apply.
9. The parties agree to any increases to the hourly rate in the agreement to coincide with federally based wage increases.
10. All reasonable living away expenses will be paid by the employer or the payment of a sum agreed by the parties.
11. The employee agrees to be flexible to work overtime due to the nature of the employer's business. Where the employee works more than 40 hours in a week, the number of hours worked in excess is overtime and will be considered as accrued time. They will receive an accrual for any hours (hour for hour), or part thereof, worked beyond 40 hours. These accrued hours may be claimed by the employee, with the employer's consent) which will not be unreasonably withheld), at the hourly rate in clause 3, or such other agreed rate as per clause 4, as time in lieu. The balance of any accrued hours owing to the employee will be paid out at a mutually agreed time.
12. The employee may request that the employer deduct an amount from the employee's weekly pay, to be held by the employer on behalf of the employee and paid when the employee requests (eg holidays, sickness, non-work injury).

13. The Employer agrees to supply all personal protective equipment used in the course of regular domestic building work (eg gloves, hard hats, safety goggles, ear muffs) with the exception of boots. Boots are to be supplied by the employee. If any extraordinary personal protective equipment is required then the party responsible for supply of this equipment will be the Employee.

14. CIRT Payments. On sites where the builder's industrial instrument requires payment into a redundancy trust, all employees, inclusive of casuals but excluding apprentices and trainees, are on and from the date of approval entitled to have payments made to CIRT(Q) by the Company on their behalf.

The entitlement to the CIRT (Q) payment for a pay period shall arise when the Employee has worked 19 hours or more on the site where CIRT is applicable during a pay period.

Subject to this clause, for work performed by an Employee in any pay period in which a CIRT payment must be made, the CIRT (Q) payment shall be \$60 less the amount of \$5.00. The Company shall make payments to Jetco Inc for the purpose of training within the Queensland Electrical Contracting Industry ("the training contribution"). The training contribution shall be a total amount being the sum of \$5 per pay period per Employee, inclusive of casuals but excluding apprentices/ trainees, employed by the Company who have worked 19 hours or more in the pay period on projects where CIRT payments are applicable. The training contribution is part of, and not in addition to, the payments provided for in this clause.

15. John Love Electrical Code of Conduct shall override the Award with regard to any issues relating to drug/ alcohol/ behaviour and management issues.

DISPUTE RESOLUTION PROCEDURE

In relation to any matter that may be in dispute between the parties to this AWA ('the matter'), the parties will attempt to resolve the matter at the workplace level, including but not limited to:

- the Employee and his or her supervisor meeting and conferring on the matter; and
- if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- agree to allow either party to refer the matter to mediation, if the matter cannot be resolved at the workplace level; and
- agree that, where a dispute arises regarding the implementation or interpretation of this agreement, the model dispute resolution prescribed under the act will apply.

ANTI-DISCRIMINATION

The parties to this AWA agree that:

- It is their intention to achieve the principal objective in paragraph 31 of the Workplace Relations Act 1996, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sexual preference, age, physical or mental disability, marital status, family responsibility, pregnancy, religion, political opinion, national extraction or social origin; and
- Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this AWA; and
- Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and

Nothing in these provisions prohibits:

- Any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
- Any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (A) the casual Employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

This agreement will operate for a period of 3 years from the date of registration with the Office of the Employment Advocate.

The purpose of this agreement supersedes any previous agreements and prevail over all unregistered agreements that the parties may be required to enter into as a condition of carrying out their work. To the extent of any inconsistency between this agreement and any other agreement, this agreement will prevail.

Signed at Maroochydore,

This

5th

day of

July

2005

S. Higgins (casual)

..... (for and on behalf of
John Love Electrical
Pty Ltd

Pat Rogers (Witness)

PAT ROGERS (Witness)

Address:

Address:



YOUR AUSTRALIAN WORKPLACE AGREEMENT

Employer Name: JOHN LOVE ELECTRICAL PTY LTD
 Agreement number: H30271558

You recently made an Australian workplace agreement (AWA) with your employer. If approved, the AWA will provide the legal basis for your pay and other employment conditions. Further details are contained in the Information Statement for Employees which your employer should have given you before you signed your AWA.

Some of these AWAs may have been lodged over the Internet by the employer using the OEA's e-Lodgement application. If your AWA has been lodged with the OEA over the Internet, your employer has declared to us that you are a party to the AWA, have signed the AWA and that both you and your employer adopt and agree to be bound by the terms of that AWA. If the AWA reference number starts with the letter E (e.g. E1005678) this means that it has been lodged over the Internet.

Your employer has a receipt showing the AWA was filed by the Office of the Employment Advocate. You should receive a copy of this filing receipt from your employer. If your AWA is approved, your employer must also provide you with a copy of the AWA and approval notice.

Before an AWA can be approved, the Employment Advocate must be satisfied that the AWA complies with the requirements of the Workplace Relations Act 1996. These requirements include the following:

- you received the AWA at least 14 days before signing it, if you signed the AWA after commencing the employment to which the AWA relates;
- you received the AWA at least 5 days before signing it, if you signed the AWA before or at the time of commencing employment to which the AWA relates;
- your employer explained the effect of the AWA to you before you signed it;
- you genuinely consented to making the AWA.

Questions or Concerns

If you did not sign the AWA or if you did not genuinely consent to making the AWA or if you did not agree to be bound by the terms of that agreement or if you have any concerns about whether the requirements referred to above and in the Information Statement for Employees were followed during the process of making your AWA, you may telephone the Office of the Employment Advocate on 1300 366 632 for the cost of a local call.

If you genuinely consented to making the AWA and you do not have any concerns, you do not need to call.

You can also contact us by mail. Simply send us a letter with your concerns and other relevant information to the Office of the Employment Advocate at the address below.

GPO Box 9842, In your capital city
 General Enquiries 1300 366 632

What Happens Next?

The AWA between yourself and your employer is being assessed to see if it meets all the requirements of the *Workplace Relations Act 1996*. If the Office of the Employment Advocate has not heard from you within 14 days of the date of this letter and the AWA you signed complies with the Act, the agreement may be approved, as it will be understood that you genuinely consented to making it.