

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/318**

**TITLE:        Cleary Bros (Bombo) Pty Ltd - AWU Enterprise Agreement**

**I.R.C. NO:**                                2000/2966

**DATE APPROVED/COMMENCEMENT:** 31 October 2000

**TERM:**    20months

**NEW AGREEMENT OR  
VARIATION:**                                New. Replaces EA97/105

**GAZETTAL REFERENCE:**

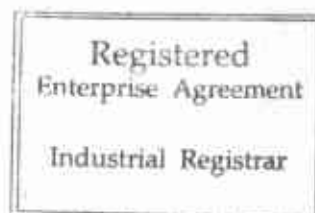
**DATE TERMINATED:**

**NUMBER OF PAGES:**                41

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**        Applies to all employees eligible to be members of the Australian Workers Union and employed as construction workers

**PARTIES:**        Cleary Bros (Bombo) Pty Limited -&- The Australian Workers' Union, New South Wales

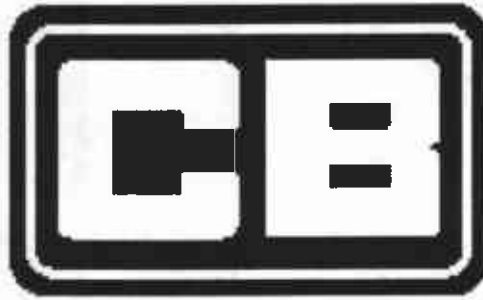


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**CLEARY BROS (BOMBO)  
PTY LTD**

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Enterprise Agreement  
Industrial Registrar

**AWU**

**ENTERPRISE AGREEMENT**

**PRIVATE & CONFIDENTIAL**



DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

WASHINGTON, D. C.

UNITED STATES GOVERNMENT

OFFICE OF THE SECRETARY

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## **ENTERPRISE AGREEMENT - Cleary Bros (Bombo) Pty Ltd - AWU**

### **Clause 1 Introduction**

The Parties to this Enterprise Agreement agree that Cleary Bros. (Bombo) Pty Ltd (hereinafter called Cleary Bros) must continue to achieve real and sustained performance improvement by embracing a philosophy of continuous improvement. We aim to become an internationally competitive enterprise continually improving the level of customer satisfaction, employee satisfaction, product quality and productivity.

Cleary Bros has continued the introduction of a system of total quality management principles or Quality Assurance, to assist in achieving the above objectives. All employees will become familiar with these concepts and skill through training and involvement in project work.

#### **Applications**

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This Agreement shall apply and be binding upon:

- (i) Cleary Bros (Bombo) Pty Ltd
- (ii) Australian Workers Union, and
- (iii) Employees who are members or eligible to be members of the Australian Workers Union and are employed in accordance with the classification levels in Appendix 1.

#### **Parties**

The parties to the Agreement are Cleary Bros, and the Australian Workers Union.

#### **Scope and Purpose**

The objectives will be to improve not only the standard of working life but also the overall performance of all employees with the ultimate aim of maintaining and improving Cleary Bros competitiveness.

The provision of greater job satisfaction will be achieved by developing and increasing the employee's overall skills while at the same time offering new and advanced employment opportunities.





### **Existing Flexibility**

Flexibility's attained from the previous Enterprise Agreements are deemed to continue during the life of this agreement.

### **Duration**

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This Agreement shall operate for the beginning of the first pay period to commence on or after the date of Certification of this Agreement and shall remain in force until 30th June 2002.

### **Commitment**

The parties acknowledge that an important ingredient of sound employee relations is stability and predictability. They have therefore devoted considerable time to examining the nature and scope of work to be covered by this Agreement and particular features, circumstances and the issues which require discussion and resolution between the parties.

The parties have reserved leave to apply to incorporate details on workplace reform matters which will continue to be the subject of examination and discussion during the currency of this Agreement.

### **No Extra Claims**

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The parties agree that there shall be no additional claims made for increases in wages, salaries or wage related allowances for the period of this Agreement.

### **Application of Parent Awards**

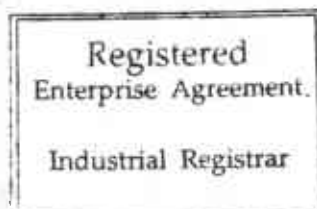
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This Enterprise Agreement will apply in conjunction with the Cement Mixers and Concrete Workers' Central Batch Plants (State) Award, Quarrying Industry (State) Award and General Constructions and Maintenance, Civil and Mechanical Engineering (State) Award and Gangers (State) Award.

Provided that where there is any inconsistency between the respective Award and this Agreement, the Agreement will prevail.

Parent award provisions will apply.

- a) In relation to matters which this Agreement specifically indicates should be determined by reference to parent awards:  
or





- b) Where there is no provision contained in this Agreement relating to the same or like matters.

### Contract of Employment

.....

Employment shall be by the week. Any employee not specifically engaged as a casual employee in accordance with Clause 4b) shall be deemed to be employed by the week.

## Clause 2 Workplace Reform

### a) Agreed Parameters for Workplace Reform

.....

#### Participative Management and Work Organization

Cleary Bros employees will be organized so that they work in quality driven, broadly skilled work teams to perform a wide range of functions. Parties to this Agreement will foster a work environment where all continuously strive for improvement in what is done and how it is done, in order to optimize value through improvement in productivity and quality as well as to enhance quality of employees' working life.

### b) Consultative Mechanisms

.....

In agreeing to form a Consultative Committee, all parties, management and unions acknowledge the requirements for an atmosphere of mutual trust and co-operation. The overall purpose of the Committee is to provide an environment for greater communication and, in doing so, establish a forum in which employees are able to express their points of view and thus an opportunity to influence management decision making and also allowing management to utilize knowledge and experience. The Committee will pursue the objectives of this agreement.

Two important areas of operation are specifically excluded from the domain of the Consultative Committee:

- (i) Industrial relations issues will be processed via the disputes avoidance procedure contained in Clause 8b of this Agreement.
- (ii) Matters which by definition are the responsibility of the Occupational Health and Safety Committee will be referred to that Committee.



**c) Competency Based Training**

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A programme using competency standards has been incorporated in Cleary Bros Quality Assurance System.

Training and demonstrated competence through this assessment procedure will provide the basis for career progression for workers and access to higher paid classifications provided for in this Agreement. Progression to a higher classification will also be determined by the availability of work for that classification.

**d) International Best Practice**

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Both parties agree that international or other relevant best practices be jointly identified and adopted in measuring and improving the efficiency of all company functions. As a result, both parties are committed to a process which will ensure that:

- \* During the course of the Agreement we will progressively develop and implement systems which will identify local and international best practices benchmarks in specific target areas in Cleary Bros.
- \* The identification, development of best practices benchmarks will be undertaken in consultation and agreed with the employees in the appropriate workplace.

**e) Quality Assurance**

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The parties acknowledge their commitment to the concept of Total Quality Management and the objective of continuous improvement.

This will involve a program and philosophy of continuing co-operation, consultation and communication with all employees.

The parties will utilize the "Non Conformance" mechanism to provide feedback on quality performance in all areas. Management will take responsibility for this occurring.

**f) Suggestion Scheme**

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The suggestion scheme has been implemented to encourage employees to communicate their ideas for workplace productivity improvement to management. Where suggestions are implemented, recognition will be given to the employee concerned.



**g) Multi-Skilling**

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For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling will extend by agreement to allow employees to perform agreed tasks within the scope of their skills and competence. Agreement has been reached for employees to perform a wider range of tasks and participate in additional training as necessary.

Cleary Bros may direct any employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training and shall be consistent with Cleary Bros responsibilities to provide a safe and healthy working environment as well as ensuring fully productive employees at all times.

**h) EEO**

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Cleary Bros is an equal opportunity employer. All employees are entitled to work in an environment free from discrimination. Cleary Bros will recruit, employ and train personnel on the basis of experience, skills and on the job performance. Cleary Bros has a commitment to an affirmative action program which will be taken into account when considering employment opportunities.

**i) EFT Payment**

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All wages and allowances will be paid on a weekly basis by EFT on the Thursday following the week worked.

**j) Confidentiality**

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As part of normal duties, the employee will obtain or have access to confidential information concerning Cleary Bros. Under no circumstances is any use to be made of this information except for the purposes directly related to furthering the business objectives of Cleary Bros as provided with the terms of the employee's authority.

All employees are required to keep information about the business of Cleary Bros confidential. Disclosure may only be made with the express consent of Cleary Bros.



**k) Other Employment or Conflicts of Interest**

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For the duration of employment with Cleary Bros, employees shall not set themselves up or engage in private business or undertake other employment in direct or indirect competition with Cleary Bros or use knowledge or materials gained during the course of employment with Cleary Bros for that purpose. No other employment shall be undertaken in conflict with the employee's employment with Cleary Bros.

**Clause 3 Wages**

**a) Classification Structure**

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All employees covered by this Agreement shall be classified according to the classifications shown in Appendix 1 and shall be paid the appropriate hourly wage rates as shown in Appendix 2 - these rates shall be taken to include alterations made from time to time strictly in accordance with this Agreement.

Annual assessment of all employees will be carried out. Assessment criteria and the procedure used is contained in the Quality Manual. Each employee will be required to comment on their assessment outcome.

**b) Wage Rate Structure**

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In order to maximize productivity at the work face the following productivity based wage rate structure will apply:

**i) Production Rate**

- 1 The Production Rate comprised the Base Rate plus a Work face Productivity Allowance of \$1.00 per hour paid for all productive time actually worked including hours deferred to an RDO. The Production Rate shall also apply whilst an employee is on approved paid leave.
- 2 Employees may be offered the opportunity to participate in training including during the period of inclement weather. Those employees who participate in training shall be paid the Production Rate for the time so engaged.



3. Where in strict accordance with the procedures contained in the Agreement it is determined that due to a safety issue no safe alternative productive work can be performed, employees shall remain on site and be paid the Production Rate for such time.
4. Overtime penalties will be applied to the Production Rate for actual overtime hours worked.
5. Where inclement weather arises during ordinary hours and the procedures contained in this Agreement are strictly followed and alternative productive work, training, consultation or information sharing activities are available then any employees who do not participate in the approved activities in accordance with this Agreement shall remain on site or will return to a nominated yard as directed by management representatives and be paid the base rate for ordinary hours so affected.
6. Both the Production and Base Rates provided for in this Agreement are paid rates. They incorporate all award, over-award and non-award payments which might otherwise be payable, but do not incorporate the additional allowances referred to in Clause 4.
7. An employee who has made himself / herself available for training or other work shall be paid at the productive rate.



c) **Calculation and Rounding of Hourly Rates**

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Wage Rates will be calculated in all cases as hourly rates and will be round to the nearest 1/100 cent per hour.

d) **Rates of Pay**

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No employee shall unreasonably refuse to undertake training provided by Cleary Bros in paid work time which would enable the employee to fulfill the substantive requirements of the skill level to which they have translated as a result of the introduction of this Agreement or its predecessor. In seeking upward reclassification an employee shall be required to demonstrate that he or she meets the full requirements of the higher skills level in accordance with the criteria outlined in the Quality Manual.

If temporarily filling the higher classification of acting foreman or leading hand, the employee will be paid according to the appropriate higher classification for the time worked in that higher classification.

Appendix 2, tables 1, 2 and 3 shows the rate of pay applicable.

e) **Key Performance Indicators**

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The aims of this agreement is that the parties are committed to continue improvements in quality, productivity efficiency and flexibility ensuring the Company's competitiveness whilst offering secure and worthwhile employment for the employees.

Agreement will be reached between the parties on three (3) Key Performance Indicators to apply to each area of operation as noted in Appendix 1 - Table 1, 2, and 3 - Classification. The KPI 's will be selected from the table of KPI's contained in appendix 4 of this agreement. If no agreement is reached the company will nominate the KPI's to apply.

Once the KPI's are selected by the Company all employees will be informed of which KPI's apply to their particular area.

The achievement level specified in the applicable KPI's will be measured on a quarterly basis. If the three (3) KPI's are met in each quarter the payment of 2.5% applicable on 1st January each year as detailed in the relevant appendix "Installment Increases Table" will be made.





Where it is apparent that some or all of the three (3) KPI's for a particular area will not be met discussion will be held between the company and the employees to determine whether strategies can be put into place to achieve these KPI's.

f) **Definitions, Standards and Career Progression**

---

The parties to this Agreement recognize the importance of career planning. The Consultative committee will develop guidelines for the discussion of the scope and opportunities for career progression of employees. Divisional Managers will be delegated the responsibility of developing and agreeing on a career plan.

g) **Casuals**

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Casual employees may on be employed for a maximum of 3 months in any financial year to assist with seasonal production requirements. The three (3) months time period to commence at the date the casual is first employed in that particular financial year. *If and when the casual is required to work up to a further 3 months the union delegate will be advised accordingly.*

A casual employee working ordinary time shall be 1/38th of the appropriate weekly wage per hour plus a loading of 15%.

*(This loading is in lieu of all paid leave and public holidays and to compensate for the nature of casual employment).*

Casuals shall not be entitled to payment for:

- i) annual leave
- ii) bereavement leave
- iii) jury service leave
- iv) sick leave
- v) public holidays
- vi) any other leave item

h) **Timesheets**

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Timesheets shall be sent to the pay office at Port Kembla or given to the appropriate supervisor on a daily basis. Late timesheets received after 9.00 am Monday morning may not be processed until the following pay week. Timesheets or hire dockets incorrectly completed may result in the employees pay for that day being delayed.

Any alteration of timesheets must be notified to the employee with pay.





#### Clause 4 Additional Allowances

In addition to the Wage Rates provided for in this Agreement only the following allowances will be paid as appropriate from the applicable award.

- i) First Aid Allowance (Where the employee is the designated first aid officer)
- ii) Travel Allowance
- iii) Daily Travelling Time for employees use of own vehicle will be as per map in Appendix 6 for employees based at Port Kembla. Similar maps will be developed for employees based at other Cleary Bros sites as required. employees employed directly on a site who do not travel from a Cleary Bros yard will not attract a travel allowance. The base rate will be the applicable hourly rate for travel.
- iv) For employees who travel in company vehicles based at Port Kembla, the travel time will be paid on the basis of the rate shown on the Map in Appendix 6 less one hour. Similar maps will be developed for employees based at other Cleary Bros sites.
- v) Accommodation Allowance - Where travel extends beyond reimbursement for travel time zones described in Item v) and vi) above, a decision will be made by the Company, in consultation with employees whether to pay additional travel time or to provide appropriate accommodation and meals.
- vi) Meal Allowance -  
Meal Allowance will be payable:
  - a) after one and a half hours of overtime worked at the end of a normal shift or,
  - b) after four hours of overtime worked on a normal shift.
- vii) BHP Site Allowance
- viii) Where other project site agreements exist (including EBA's covering Waste Sites) which are registered under any State or Federal Industrial legislation and binding on Cleary Bros, employees will receive the greater amount (if there is any inconsistency) between any such agreements and this Agreement in order that total payment under each agreement is the same.





ix) In charge of plant allowance.

x) Kilometer Allowance.

Where Cleary Bros requests and the employee agrees to use his / her own car to transfer from one working site to another during working hours, the employee shall be paid an *allowance of 65 cents per kilometer*.

xi) Tower and height allowance.

xii) Using Hydraulic Hammer.

xiii) Carrying oils and greases.

xiv) Dual lift.

xv) Pile Driving.

xvi) Asbestos.

#### **Clause 5 Hours of Work**

##### **a) Ordinary Hours**

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##### **i) Span of Hours**

Ordinary hours of work shall be 38 per week worked Monday to Friday between the hours of 6.00am and 6.00pm. Provided that by agreement between Cleary Bros. and the majority of its employees at a particular site the span of hours may be altered to a 5am start time and the union advised accordingly. Latest start times will be as per relevant award. Daily start times to be advised to employees as necessary to satisfy customer requirements.

Management will endeavor to notify employees of normal start times (Monday to Friday) by 4pm the previous weekday where possible. Weekend start times will be advised to employees as soon as possible.

Management will provide notice to take RDO by with an agreed roster or as soon as possible in all other circumstances.

Further flexibility may be agreed with employees and the union advised accordingly.



ii) Programming of RDO's

1. The parties agree that there has been and will be benefits for Cleary Bros and the employee in allowing greater flexibility in taking RDO's. It is intended that some of the Cleary Bros workplaces may remain open during designated industry RDO's.
2. RDO's may be allowed to accumulate up to five days-maximum as individually applicable. Once the maximum of five days has been reached, then these days shall be taken at a time as agreed with management and employee. All rates paid for working on the RDO will be at ordinary time rates (with penalty rate applicable after 8 hours work) and the RDO entitlement can be taken at a later agreed time. If feasible an RDO roster or procedure will be developed in consultation with employees by the relevant Divisional Manager or delegate responsible for the work area in which the employee works.
3. In exceptional circumstances where an employee has already accumulated five days and is called to work on next RDO (so that RDO accrued will increase over 5 days) then such work shall be paid as a Saturday shift.

iii) RDO Accrual During Paid Leave

Any day of paid leave taken shall be regarded as an 8 hour day for accrual purposes.

iv) Rest Break

One paid fifteen (15) minute rest break shall be allowed to all employees covered by this Agreement during ordinary hours on any working day. Employees shall take the rest break at a time mutually agreed upon between Cleary Bros and its employees.

v) Meal Break

The commencement time of the meal break shall be by agreement between Cleary Bros and the majority of its employees at the particular site and on larger projects may be staggered. Employees may be required to work through their meal breaks to suit the requirements of the customer. In these circumstances these employees will be paid at ordinary time rates for working through their meal break and will have an additional 30 minute break at a later time or date as agreed with management.





b) Overtime

---

Employees shall work such overtime as reasonably requested by Cleary Bros. Payment for overtime will only be made when such overtime is authorized by Cleary Bros.

**Clause 6 Inclement Weather**

a) General Principles

1. "Inclement Weather" shall mean the existence of rain or abnormal climatic conditions by virtue of which it is either not reasonable or not safe for employees thereto to continue working whilst the same prevail.
2. The parties agree that the primary focus of inclement weather provisions is to provide a set of agreed procedures which ensure that productive work is maximized without employees being exposed to climatic conditions which are unreasonable or unsafe to work in.
3. Where employees are operating in weather proof cabins, inclement weather will mean when it is counter productive to the project to continue work on site and subject to safe working conditions applying. Where it is a contract condition that the site remain open during inclement weather employees will be issued with appropriate protective clothing and equipment will be fitted with appropriate weather proof cabins to facilitate the continuation of only the essential service component of the operation.
4. Wherever inclement conditions arise, productive work should continue by following agreed procedures set out below which provide for transfers to work in areas unaffected by inclement weather and for protection from exposure to inclement weather.
5. Where all avenues of alternative productive work in areas unaffected by inclement weather have been exhausted participation in genuine and relevant training, consultation and information sharing activities will be considered.
6. In the event that the above alternative work / activities are either exhausted or not possible and it is agreed that the prevailing inclement conditions are unlikely to change within the remaining ordinary hours, employees will not be unreasonably required to remain on site. During inclement weather, clearance from the appropriate supervisor must be received before going home early, in order to be paid for that day.



7. All structured training courses conducted will be delivered by person that are approved by the relevant Divisional Manager.

8. Other provisions will be as per the relevant award.

**b) Procedure for Determining whether or Not Conditions are Inclement - Discussion Between Parties**

---

The Cleary Bros site representative shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed thirty (30) minutes for the purpose of determining whether or not conditions are inclement. Weather shall be regarded as inclement unless it is agreed at such conference.

Employees shall continue working until such conference has taken place unless severe weather conditions prevail.

**c) Procedures for Maximizing Productivity During Inclement Weather - Transfer to Alternative Productive Work**

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Following consultation, employees may be transferred from one location on a site where it is unreasonable or unsafe to work due to inclement weather to work at another location on the same site, or another site, which is not affected by inclement weather.

**d) Transfer to Non - Productive Activities**

---

Those employees who, remain on-site during ordinary hours or who remain on-site at the direction of the company during overtime hours, and do not participate in training, consultation or information sharing activities if such activities are offered to the employee shall be paid at the base rate for the time so engaged.

Should a portion of Cleary Bros' projects be affected by inclement weather, all employees not affected shall continue working regardless of the fact that some employees may be transferred to non-production activities.

**e) Resumption of Work after Inclement Weather**

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Where it is agreed between the Cleary Bros' site representative and the employee representative that conditions are no longer inclement, production work will resume as soon as possible.





**Clause 7 Safety Health & Welfare**

**a) Safety Legislation**

The Occupational Health and Safety Act 1983, its regulations and associated safety legislation as well as the Cleary Bros OH & S Policy and Procedures and Work Instructions as detailed in the quality system documentation shall apply to all persons on Cleary Bros' sites.

**b) Inductions**

All employees at the commencement of their first working day shall attend an induction on workplace safety procedures and Cleary Bros policies.

The induction shall be presented by a Cleary Bros representative at a central location appropriate to the site.

No employee will be allowed to commence work on site until they have attended the Cleary Bros induction.

Employees transferring from other sites will undergo site specific inductions prior to commencement on the work site if its constraints are substantially different from their previous workplace.

**c) First Aid**

In the interest of safety, Cleary Bros will establish as a reasonable target fifteen percent of all site personnel to hold current first aid certificate evenly distributed throughout the work face on the Cleary Bros Projects, such that a qualified employee will be on each site where possible. Cleary Bros will pay selected employees the cost of an agreed First Aid course if carried out in their own time.

**d) Cleary Bros Safety Supervisor**

Cleary Bros regard safety and OH & S law as every employee's responsibility and expects a contribution from all employees to this task. Divisional Managers, Project Managers and Foremen will coordinate safety across Cleary Bros in accordance with the Cleary Bros Quality Assurance System, and also act as safety supervisors.



**e) Sub Contractors Safety Responsibilities**

---

Each subcontractor will be directly responsible for safety in his work areas(s). Cleary Bros will have an overriding authority to direct subcontractors on any matters concerning safety on CB sites. This will however, in no way remove any obligation of individual subcontractors and employees.

**f) Amenities**

---

Amenities on Cleary Bros projects shall be of a consistent standard and shall comply with the standards laid down in the relevant awards and / or State legislation. However, it is acknowledged that there are times when it is impractical due to the short term nature of the job, the location of the job etc. to provide lunch and toilet facilities, and this Agreement acknowledges that employees endure these conditions from time to time to ensure the job is completed in the most productive and cost effective manner. Equipment is to be cleaned, checked and any minor repairs undertaken before leaving the site. All facilities are to be kept clean, equipment is to be stowed appropriately. Where necessary nonproductive time shall be utilized to carry out these tasks.

**g) Protective Clothing**

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All employees on Cleary Bros sites will be issued with protective clothing in accordance with Appendix 3 - Protective Clothing. Personnel must maintain a neat appearance and be wearing the latest issue uniform. Care must be taken of personal protective equipment. It is a condition of employment that employees wear the uniform. Employees not wearing a uniform will not be paid or may be sent home to change into uniform.

**h) Procedure for dealing with the occupational health and safety issues.**

---

All employees shall comply with the OH&S Act and Cleary Bros' policies on OH&S and on Alcohol and Related Drugs Safety. Now contained in the Quality Manual under CB4.2.1.





**Clause 8 Industrial Relations**

**a) Prevention of Industrial Disputes**

It is the aim of the parties to this Agreement that industrial dispute shall be prevented or minimized.

In the interests of good industrial relations it is acknowledged that meetings between Union Officials and their members engaged by Cleary Bros. may be required on occasions.

Agreement between the company and the Union as to any union meetings with employees must be reached allowing at least 7 days notice of such meetings.

The company is authorized to use such other labour, including supervisors, to carry out such work that cannot be delayed until the end of such meetings.

Such meetings shall only be held following agreement between appropriate Cleary Bros. Divisional Manager and the duly authorized Union Official(s).

**b) Disputes Settlement Procedures**

The Parties agree to the elimination of lost time if a dispute arises. To achieve a prompt resolution it is agreed that the most effective procedure is for the responsibility for resolution to remain as close to the source of the dispute as possible.

Accordingly, the following procedures are agreed:-

**Phase I**

Discussion at the workplace between those parties directly affected, if these parties are unable to resolve the dispute within 48 hours, then;

**Phase II**

Cleary Bros management and delegates will adopt the role of facilitator to assist the parties to resolve their dispute amicably.

If the dispute still cannot be resolved, with further 48 hours then;





**Phase III**

Cleary Bros Management and the union organizer shall negotiate settlement of the dispute. If a settlement satisfactory to both parties cannot be negotiated, then,

**Phase IV**

Senior Cleary Bros management and the state secretary of the union or their nominees shall continue negotiations. If a settlement, cannot be agreed within seven (7) days of such a meeting then either party may;

**Phase V**

Refer the matter to the Industrial Relations Commission of New South Wales for resolution and determination and such decision shall be binding on the parties subject to the legal rights of appeal.

The parties to the Agreement agree that work shall continue without interruption or dislocation throughout the period of discussions and negotiations. Whilst these phases are in place the status quo, that being the position immediately before the dispute that gives rise to the dispute, should be maintained. If either party refers the dispute to the Industrial Relations Commission of New South Wales, then any order of the Commission will be accepted to enable the dispute to be arbitrated. This shall not prevent the union from having reasonable consultations with its member during the period. It is also agreed that any meeting will be arranged to provide a minimum of interruption to Cleary Bros operations and to this end, it is agreed that a maximum of three hours would be appropriate for such meetings and such meetings would not be appropriate until after completion of Phase III of this Dispute Settlement Procedure.

No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

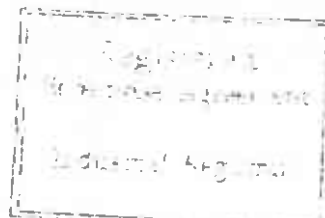
It is further agreed that members of the Consultative Committee may act as facilitators during the course of these discussions and negotiations if requested by one of the parties involved.

Safety issues are to be dealt with under Clause 7 (h).

**Clause 9 Income Security**

**a) Sick Leave**

In order to reduce the incidence of absenteeism and unsubstantiated sick leave and to provide flexibility for employees, the parties agree to the following:





- i) In the case of an employee claiming sick leave entitlements, he / she shall provide a doctor's certificate for all absences due to illness, after such employee has exhausted his/ her first 2 single day absences in the course of any completed year of service.

Where any employee begins to develop a pattern of excessive unjustified absences, a warning procedure shall be applied along with appropriate counseling of the employee.

- ii) Employees must notify their supervisor as soon as practical before the normal shift starting time if absence due to sickness stating:

- a) nature of sickness
- b) expected duration

Non compliance for genuine reasons only will be allowed.

- iii) Accumulation of sick leave will extend beyond the award time of ten years. Sick leave taken on the day immediately before or after a weekend or RDO must be supported by a Doctor's Certificate. If there is not sufficient documentation to demonstrate that an employee has been genuinely affected by a bona fide and disclosed medical condition overtime shifts *may not be available* to that employee in the subsequent week.

**b) Superannuation**

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Cleary Bros will contribute \$40.00 per week or such other amount that satisfies the superannuation guarantee levy to the C+BUS Superannuation Fund.

Additional contributions by way of salary sacrifice are available upon application.

**c) Insurance**

---

It is agreed by Cleary Bros that top-up cover for work related journeys be taken out for employees covered by this Agreement. Such coverage shall only apply after a journey claimed under the NSW Workers Compensation Act has been submitted and rejected on the grounds of fault on the part of the employee. (Should this rejection be subsequently overturned, then all monies paid under this cover shall be refunded).



This is no fault cover providing no breaches of statutory obligation have occurred in respect of drugs or alcohol. This cover also attaches subject to the limitation in respect of substantial deviations contained in the NSW Workers Compensation Act.

All matters in respect of this cover shall be resolved between any claimant and the relevant Insurer at the time. Initial coverage shall be through MMI General Insurance Limited and restricted to their policy wording.

The above also includes top-up cover for the maime provisions under the NSW Workers Compensation Act.

Cleary Bros reserves its right to set off any increase in the initial premium for this insurance cover against employee's entitlements in each successive year of this EBA.

The wage rates set out in this document include a component for Income Protection Insurance and contributions will be deducted from wages where employees elect to take out such insurance.

## Clause 10 General

### a) Demarcation Disputes

It is agreed that demarcation disputes will be resolved in accordance with the demarcation agreements between unions involved. If one or more of the unions involved in a demarcation dispute is not a party to a national demarcation agreement then the dispute will be resolved in accordance with the ACTU demarcation dispute procedure.

All Unions agree to the Demarcation Settlement Procedures as set out hereunder.

In all demarcation disputes the union(s) shall;

- i) Maintain the genuine status quo that existed prior to the dispute. The genuine status quo shall be the way the work had been allocated by the respective employer, prior to the dispute.
- ii) Ensure that no stoppage of work or other forms of industrial action shall be taken and that there has been proper negotiations between the unions concerned.
- iii) Notify through the Labour Council or ACTU, the unions party to this Agreement, of any demarcation dispute. Where they are not able to be resolved directly by the unions concerned, the Labour Council, or ACTU must participate in any discussions or meetings convened to try to reconcile the parties or protect members.



All parties to this Agreement reserve their right to submit matters in dispute to the appropriate Industrial Relations Commission.

**b) Work Practices**

---

In the interests of safety and productivity the following work practices shall be observed on Cleary Bros projects. Above all, every employee covered by this Agreement will be productive and there will be no scope for any non-productive employees on Cleary Bros projects.

**i) Alternative Work**

Where there is a temporary lack of work for any employee, alternative work will be found for the employee concerned, subject to the employee being duly qualified and able to perform the alternative work. There will not be any reduction in the employee's acquired classification rate of pay while performing the alternative work.

**ii) Sub Contractors**

Cleary Bros' management shall engage sub contractors, as required. Subcontractors shall not be engaged to the detriment of Cleary Bros employees. Sub contractors shall be required to meet all their statutory obligations as part of their sub contractor agreement.

Cleary Bros will encourage the use of subcontractors who have EBA or similar agreement in place with the union.

**iii) Supervisors**

Employees will not unreasonably impose any limitations or enforce any limitations on Supervisors or Technical personnel, demonstrating the use of equipment or machinery from training purpose or operating it as part of work in an emergency situation or while a union meeting is in progress and until employees are able to resume work on site.

**c) Delegates**

---

An employee appointed as a Delegate shall upon notification by the Union to the employer and the Cleary Bros' site representative of the Union to which they belong and they shall be allowed time during working hours subject to approval from Cleary Bros to submit to the employer matters affecting the employees he or she represents.

There shall not be more than one (1) Delegate per union on a Cleary Bros Project and they must be officially recognized as such by both the Company and the AWU.



d) **Union Official (Visiting)**

.....

Union Official visiting a site will report to the site office before visiting employees and adhere to appropriate site operational laws and safety procedures while on site.

e) **Disciplinary Procedure**

.....

Any issue concerning application of the provisions of this procedure will be resolved strictly in accordance with these provisions.

i) **First Written Counselling**

Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving their standards.

Confidential written records will be kept (First Written Counselling Form) on any counselling undertaken, copy given to the employee and the employee's file marked accordingly.

Following this discussion, the supervisor shall report the matter to the Project Manager and/or the Divisional Manager in writing using the First Written Counselling Form. A copy shall also be supplied to the union delegate.

ii) **Final Written Counselling**

Where the same or similar behavior continues a second formal warning shall be issued in writing (Final Written Counselling Form) as in i) immediately above.

The written counselling shall state that unless the employee's behaviour improves the employee's services will be terminated.

Confidential written records will be kept (Final Written Counselling Form) on any counselling undertaken, copy given to the employee and the employee's file marked accordingly.

Following this discussion, the supervisor shall report the matter to the Project Manager and/or the Divisional Manager in writing using the Final Written Counselling Form. A copy shall also be supplied to the union delegate.





iii) **Termination**

Where the same, or similar behavior is repeated a Termination Interview will be conducted by the Project Manager or Divisional Manager to determine if the employees services are to be terminated.

The termination interview shall be completed using the appropriate form (Termination Interview Form) and shall be conducted in the presence of another member of management and the union delegate.

iv) **Instant Dismissal**

There will be occasions when the warning system is not appropriate such as serious misconduct, in which case instant dismissal is the appropriate procedure. The employee's Delegate shall, where applicable, be informed of the circumstances prior to the dismissal.

v) **Termination of Employment - General**

Termination of employment for all employees shall be in accordance with the terms specified in clause 10 (e) of this Agreement.

Nothing in this clause shall affect the right of Cleary Bros to dismiss an employee without notice for misconduct or refusal of duty.

Employees to be terminated under this Clause shall be suspended for 48 hours on full pay prior to such termination taking effect to allow full review of circumstances of termination by management and union delegate.

A witness shall be present for all counselling and termination interviews if required by either the employee or management. See Appendix 5, for example of Counselling / Termination Interview Forms.

f) **Site Access Passes**

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Following the induction of an employee he / she will be issued with an Employees Safety Card which should be carried at all times whilst on site (refer CB 4.17)

Lost cards must be reported as soon as possible.

On many sites Cleary Bros will be required by condition of contract or in response to OH&S requirements to control sites on a security basis. Visitors to the sites will require visitors passes and employees located on a temporary basis may require work permits prior to proceeding with work. Site staff will require identification badges.

All employees covered by this Agreement will be required to adhere to these conditions.



## Clause 11 Redundancies

Should there be an over - supply of labour due to completion of contracts or a general downturn of industry for any reason, redundancy of employees may be necessary. Redundancy means a situation where an employee ceases to be employed by Cleary Bros, as initiated by Cleary Bros other than for reasons of misconduct or refusal of duty.

An offer of redundancy can be made to any individual employee or group of employees at any time.

The following notice periods shall apply:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

The following payment shall be made to an employee made redundant in accordance with the above:

Years of Service	Under 45 years	Over 45 years
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
3 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

After 6 years service an additional payment will be on the basis of three (3) weeks per completed year of service over six years plus pro-rata entitlement for completed months in the final year. Total redundancy payment shall not exceed the equivalent of 52 weeks. Award conditions only apply to casuals.

## Clause 12 Review and Renegotiation

The parties agree the consultative committee will review the Agreement every six months, and shall commence negotiations at least six months prior to its expiry date with a view to reaching agreement on the terms of a new Enterprise Agreement.






**SIGNATORY PAGE**

*This Agreement is executed for and behalf of the following Parties.*

*For and on behalf of Cleary Bros (Bombo) Pty Limited*

Signed by:  ..... Date: *22 . 2 . 2000* .....  
Bob Elvy  
Chief Executive Officer

*For and on behalf of AWU*

Signed by:  ..... Date: *22 Feb 2000.* .....  
Andy Gillespie  
Secretary





SIGNATORIES CONTINUED

Employee Members - Consultative Committee

Signed by: Ron Bryant Date: 16-05-2000  
Ron Bryant  
Divisional Manager - Concrete, Quarrying and Transport

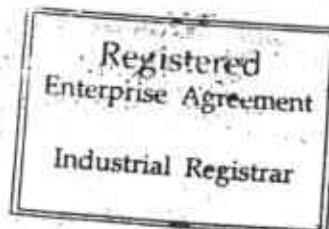
Signed by: ..... Date: .....  
AWU Organiser

Signed by: [Signature] Date: 16-5-00

Signed by: [Signature] Date: 16-5-00

Signed by: P.J. Girdler Date: 16-5-2000

Signed by: [Signature] Date: 16-5-2000





**APPENDIX 1 - TABLE 1 CLASSIFICATION**

<b>Concrete Operating System</b>		
<b>Description</b>	<b>Cleary Bros Agreement Classification</b>	<b>Abbreviation</b>
<b>Plant Assistant</b> General labouring and Cleaning plus filling of overhead material storage bins from ground bins.	Concrete Worker Level 1	-COW1
<b>Field Tester / Relief Plant Assistant</b> Sampling of Concrete for delivery to N.A.T.A registered laboratory. Testing of concrete truck drivers ability to slump concrete.	Concrete Worker Level 2	COW2
<b>Batch Plant Operator</b> Allocating and batching of concrete, ordering raw material, daily control of truck drivers and their respective plant. General clerical duties.	Concrete Work Level 3	COW3

**NOTE: The job descriptions above are general in nature. For complete description of duties reference must be made to our Quality Assurance Procedures - Job Description Index as amended from time to time.**



**APPENDIX 1 - TABLE 2 CLASSIFICATION**

<b>Quarry Operating System</b>		
<b>Description</b>	<b>Cleary Bros Agreement Classification</b>	<b>Abbreviation</b>
<b>Labourer - Trainee Plant Operator</b> General labouring and cleaning duties, training on plant where ever required (under supervision)	Quarry Worker Level 1	QW1
<b>Plant Operator</b> Plant operators who can operate three or more machines and able to carry out duties for all plant operations on site	Quarry Worker Level 2	QW2
<b>Certified Plant Operator</b> Able to perform all duties in level 1 and 2 plus ability to carryout maintenance on all aspects of all Quarrying Equipment	Quarry Worker Level 3	QW3
<b>Advanced Plant Operator - Leading Hand</b> Able to perform all duties in levels 1, 2 and 3 plus capability to carryout drilling, shot firing and able to train all staff in levels 1, 2 and 3.	Quarry Worker Level 4	QW4
<b>Production Foreman / Assistant Quarry Manager</b> Able to perform all duties in levels 1, 2, 3 and 4 in addition to his own duties and be certified under Dept. of Mineral Resources to carryout Production Managers job when required.	Quarry Worker Level 5	QW5

**NOTE:** The job descriptions above are general in nature. For complete description of duties reference must be made to our Quality Assurance Procedures - Job Description Index as amended from time to time.





**APPENDIX 1 - TABLE 3 CLASSIFICATION**

<b>CIVIL OPERATING SYSTEM</b>		
<b>Description</b>	<b>Cleary Bros Agreement Classification</b>	<b>Abbreviation</b>
<b>Builders Labourer</b>	Construction Worker Level 1	CW1
<b>Basic Civil Labourer</b>	Construction Worker Level 1	CW1
<b>Civil Labourer - Skill Level 2 -</b> As per Cleary Bros Assessment Procedure - Or Trades labourers as defined in the National Building and Construction Award	Construction Worker Level 2	CW2
<b>Civil Labourer - Skill Level 3 -</b> As per Cleary Bros Assessment Procedure	Construction Worker Level 3	CW3

**NOTE: The job descriptions above are general in nature. For complete description of duties reference must be made to our Quality Assurance Procedures - Job Description Index as amended from time to time.**



APPENDIX 2 TABLE 1 TO EBA  
INSTALLMENT INCREASES TABLE - PRODUCTION RATES - CONCRETE OPERATING SYSTEM

Classification	Current Rate	1.7.1999	1.1.2000	1.7.2000	1.1.2001	1.7.2001	1.1.2002
COW1	11.0475	11.3237	11.5999	11.8761	12.1523	12.4285	12.7047
COW2	14.5644	14.9285	15.2926	15.6567	16.0208	16.3849	16.7490
COW3	14.9397	15.3132	15.6867	16.0602	16.4337	16.8072	17.1807

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APPENDIX 2 TABLE 2 TO EBA  
INSTALLMENT INCREASES TABLE - PRODUCTION RATES - QUARRY OPERATING SYSTEM

Classification	Current	1.7.1999	1.1.2000	1.7.2000	1.1.2001	1.7.2001	1.1.2002
QW1	14.1960	14.5340	14.8720	15.2100	15.5480	15.7508	15.9536
QW2	16.4850	16.8775	17.2700	17.6625	18.0550	18.2905	18.5260
QW3	16.7950	17.1875	17.5800	17.9725	18.3650	18.6005	18.8360
QW4	17.4300	17.8450	18.2600	18.6750	19.0900	19.3390	19.5880
QW5	18.2825	18.7167	19.1509	19.5851	20.0193	20.2803	20.5413



**Enterprise Bargain Agreement  
Cleary Bros (Bombo) Pty Ltd / AWU**

**APPENDIX 2 TABLE 3 TO EBA  
INSTALLMENT INCREASES TABLE - PRODUCTION RATES - CIVIL OPERATING SYSTEM**

Classification	Current Rate	1.7.1999	1.1.2000	1.7.2000	1.1.2001	1.7.2001	1.1.2002
CWI	13.7235	14.0503	14.3770	14.7038	15.0305	15.2266	15.4227
CW2	14.0490	14.3835	14.7180	15.0525	15.3870	15.5877	15.7884
CW3	14.1960	14.5340	14.8720	15.2100	15.5480	15.7508	15.9536

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**APPENDIX 3 TO EBA  
PROTECTIVE CLOTHING AND UNIFORMS**

Cleary Bros. shall issue to each employee:

2 Pairs Trousers, 3 Light Shirt with Cleary Bros Logo, 1 Jacket, 1 Sloppy Joe.

The employer shall supply suitable footwear to employee where necessary free of charge.

Each employee shall hand in for exchange all clothing and safety apparel on a fair wear and tear basis.

Suitable gloves, aprons, goggles, masks, ear / hearing protection and safety helmet shall be supplied by the employer for employees where necessary.

Suitable and adequate waterproof clothing shall be supplied by the employer free of charge to employees who are required to work in the rain.

Suitable sun screen protection shall be supplied by the employer for all outside working conditions and this will comprise of a suitable wide brimmed canvas hat. In addition the recommended sunscreen lotion by the Cancer Council will be made available and accessible at all company sites and depots for the employees use.

Each employee shall sign for each item of clothing of safety equipment which shall only be used for Cleary Bros work purposes and shall be recorded in an inventory book showing items issued and items returned. Such clothing remains the property of employer and must be returned to the employer on termination.

Where an employee is required to grease machinery or vehicles or carry out work on BHP premises one pair of overalls will be supplied.

**Protective clothing must be worn by all employees appropriate to the requirements of their job. Uniforms must be worn by all full time employees.**





## APPENDIX 4 - KEY PERFORMANCE INDICATORS

### CONCRETE OPERATING SYSTEM

#### 1. Truck and Driver Utilization

- \* Increase average load size over current level.
- \* Increase volume carried per truck over current level.
- \* Improve vehicle maintenance and cleanliness to company requirement.
- \* Obtain and hold a current drivers licence applicable to the concrete trucks in concrete operation.
- \* Nil NCR's, particularly slump and material NCR's.
- \* Implement leave and R.D.O policies.

#### 2. Paperwork Improvement

- \* Ensure delivery dockets include all entries applicable to the load delivered.
- \* Stocktake of materials and recording.
- \* Timesheet information recording and entry.
- \* Order all materials
- \* Formally report on market intelligence.

#### 3. Credit Risks

- \* Avoiding of bad debts and credit risks by complying with procedures including stop credit lists and by ensuring that loads are not sent to customers on that list unless cash arrangements are made first.
- \* Ensuring that for all deliveries made to Cash Sale Customers that arrangement for payment is confirmed prior to forwarding material and that payment is received in accordance with the arrangement made.

#### 4. Quality

- \* Checking of Raw Materials and notifying management of any problem as detected.
- \* Ensuring all Raw Materials are stored on site are kept in accordance with Q.A Procedures / Work Instructions.
- \* Eliminating defective loads being delivered to site.
- \* Comply with the Company's Quality Management System.



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## APPENDIX 4 - KEY PERFORMANCE INDICATORS

- **CONCRETE OPERATING SYSTEM**

- 5. Maintenance**

- \* Maintenance schedules for all plant and equipment to be completed as required and adhered to.
    - \* General housekeeping of the site in accordance with Company requirements.
    - \* Maintain all amenities to company requirements.
    - \* Enforce company uniform policy.

- 6. Environment**

- \* Ensure that each site operates in accordance with the E.P.A licence conditions and Quality Management Procedures.
    - \* Report promptly to Management any areas of concern applicable to the site operation.
    - \* Organise site safety inspections and OH&S meetings.

- 7. Occupational Health & Safety**

- \* Ensure that sites under your work scope operate in accordance with the Company's Quality Management OH & S Procedures and Work Instructions.
    - \* Report promptly to Management, areas of concern applicable to the sites operation.



**APPENDIX 4 - KEY PERFORMANCE INDICATORS**

**QUARRY OPERATING SYSTEM**

**1. Productivity**

- \* Increase in production on per hour basis of finished product by reviewing current operating procedures and instigating efficiency improvements where applicable.
- \* Planning production of finished product to meet sales demand and minimising stockpile movements.
- \* By maximising raw material usage into finished product tonnage.

**2. Quality**

- \* Continual improvement of finished product to comply to customers requirements and the relevant Australian Standards and in accordance to the Company Q.A Procedures.
- \* Improving the finished product i.e.. concrete or sealing aggregates cleanliness by removing dust coating during production process.
- \* Increasing the finished products type availability to meet customer demand i.e.. Gabion Rock and Rail Ballast.
- \* Comply with the Company's Quality Management System.

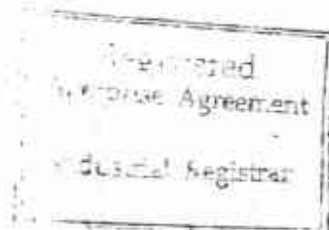
**3. Maintenance**

- \* Carry out all general maintenance of mobile and stationery equipment in accordance with company requirements.
- \* Compile maintenance reports on monthly basis for maintenance carried out and report on maintenance outstanding.
- \* Maintain all stockpile areas and ensure contamination is eliminated.
- \* Maintain all amenities to company requirements.
- \* Maintain general housekeeping of the site to company requirements.

**4. Paperwork Improvement**

- \* Ensure all timesheet information is recorded and entered correctly.
- \* Ensure all reporting on blasting and production is carried out in accordance with Company requirements.
- \* Material Stocktake recording and reporting.
- \* Order Numbers issued for all works carried out on site for both labour and material and also for all purchases.

18th February 2000





## APPENDIX 4 - KEY PERFORMANCE INDICATORS

- **QUARRY OPERATING SYSTEM**

- 5. **Environment**

- \* Ensure that each site operates in accordance with the EPA licence and conditions and Quality Management Procedures.
    - \* Report promptly to Management any areas of concern applicable to the sites operation.

- 6. **Occupational Health and Safety**

- \* Ensure that sites under your work scope operate in accordance with the Company's Quality Management OH & S procedure and Work Instructions.
    - \* Report promptly to management areas of concern applicable to the sites operation.



## APPENDIX 4 - KEY PERFORMANCE INDICATORS

### • CIVIL OPERATING SYSTEM

#### 1. Productivity

- \* Increase in productivity by reviewing current work practices and instigating efficiency improvements where applicable.

#### 2. Maintenance

- \* By demonstrating that significant benefits have been gained by the Company in the overall maintenance and upkeep of company owned light tools. Substantially reduce loss rate of Company owned light tools.
- \* General housekeeping of all project sites in accordance with the Company Requirements.
- \* Maintain all amenities to Company requirements.

#### 3. Environment

- \* Ensure that each project site operates in accordance with E.P.A Conditions and Quality Management Procedures.
- \* Participate in Site Safety Inspections and OH & S meetings where applicable.

#### 4. Quality

- \* Comply with the Company's Quality Management System.

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APPENDIX 5 - (FORM 1)

FIRST WRITTEN COUNSELLING

Employee \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_  
Reason for Counselling \_\_\_\_\_  
Present \_\_\_\_\_

Situation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employees Comments  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commitments to change / prevent re-occurrence  
Employee  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Employer / Management  
\_\_\_\_\_  
\_\_\_\_\_

Review Date \_\_\_\_\_ Other Action \_\_\_\_\_  
Signatures - Management \_\_\_\_\_ Name \_\_\_\_\_

Witness  
Union \_\_\_\_\_ Name \_\_\_\_\_  
Other \_\_\_\_\_ Name \_\_\_\_\_

**OFFICIAL WARNING - FIRST COUNSELLING**

*This is a record of the first written counselling under the organisation's discipline Procedure.  
**YOU ARE HEREBY OFFICIALLY WARNED FOR THE ABOVE MATTER.**  
Any further breach may lead to further counselling or termination of employment.*



APPENDIX 5 - (FORM 2)

FINAL WRITTEN COUNSELLING

Employee \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_  
Date of first written counselling \_\_\_\_\_  
Reason for counselling \_\_\_\_\_  
Present \_\_\_\_\_

Situation \_\_\_\_\_ Review Date / s \_\_\_\_\_

Employees comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commitments to change / prevent re-occurrence  
Employees comments \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Employer / Manager \_\_\_\_\_

Review Date \_\_\_\_\_ Other Action \_\_\_\_\_  
Signatures - Management \_\_\_\_\_ Date \_\_\_\_\_

Witness  
Union \_\_\_\_\_ Name \_\_\_\_\_  
Other \_\_\_\_\_ Name \_\_\_\_\_

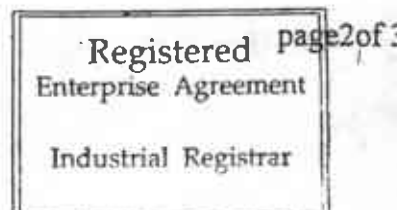
OFFICIAL WARNING - FINAL COUNSELLING

*This is a record of the final written warning counselling under the organisation's discipline procedure.*

**YOU ARE HEREBY OFFICIALLY WARNED FOR THE ABOVE MATTER**

**\*ANY FURTHER BREACH WILL LEAD TO TERMINATION OF EMPLOYMENT**

18th February 1999





APPENDIX 5 - (FORM 3)

TERMINATION INTERVIEW

Employee \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_

Date of first written counselling \_\_\_\_\_

Date of final written counselling \_\_\_\_\_

Summarial dismissal YES / NO \_\_\_\_\_

Reason for interview \_\_\_\_\_

Present \_\_\_\_\_

Situation \_\_\_\_\_

Employees Comments \_\_\_\_\_

The organisation has decided to proceed / not proceed with the termination because

Date of termination \_\_\_\_\_ Under notice YES / NO \_\_\_\_\_

Paid in lieu of notice YES / NO \_\_\_\_\_

Summarial dismissal YES / NO \_\_\_\_\_

Signature - Management \_\_\_\_\_ Date \_\_\_\_\_

Witness Union \_\_\_\_\_ Name \_\_\_\_\_

Other \_\_\_\_\_ Name \_\_\_\_\_

Termination advise provided YES / NO \_\_\_\_\_

Certificate of service requested YES / NO \_\_\_\_\_

Statement of service requested YES / NO \_\_\_\_\_

I \_\_\_\_\_ acknowledge this to be an accurate account of the termination interview.

Employees Signature \_\_\_\_\_ Date \_\_\_\_\_