

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/104

**TITLE: Cleary Bros Bombo Pty Ltd Transport Workers Union
Enterprise Agreement**

I.R.C. NO: 97/1798

DATE APPROVED/COMMENCEMENT: 20 May 1997

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**NEW AGREEMENT OR
VARIATION: New**

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DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

**EMPLOYEES: To apply to Transport Worker Grade 1-8, Float Driver, Crane Truck Driver 8W,
Crane Truck Driver**

**PARTIES: Cleary Bros (Bombo) Pty Limited -&- Transport Workers' Union of Australia, New
South Wales Branch**





Registered
Enterprise Agreement
Industrial Registrar

CLEARY BROS (BOMBO) PTY LIMITED

TRANSPORT WORKERS UNION *By*
BOB.

ENTERPRISE AGREEMENT

PRIVATE & CONFIDENTIAL

ENTERPRISE AGREEMENT

Cleary Bros (Bombo) Pty Ltd

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ENTERPRISE AGREEMENT - Cleary Bros (Bombo) Pty Ltd

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 commenced the introduction of a system of total quality management principles to be known as Quality Assurance to assist in achieving the above objectives. All employees will become familiar with these concepts and skills through training and involvement in project work.

Applications

.....
This agreement shall be binding when:

- i) Cleary Bros (Bombo) Pty Ltd;
- ii) The Transport Workers Union; and
- iii) Employees who are members or eligible to be members of The Transport Workers Union and are employed in accordance with the classification levels in appendix 1 but shall exclude any Waste Landfill Operations which are the subject of a separate Enterprise Agreement.



Parties

.....
The parties to the Enterprise Agreement are Cleary Bros and the Transport 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.

In turn, 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.



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Duration

This Enterprise Agreement shall apply for a period of 1 year from the date of registration approval. Commitment *9/1/2010*

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 Enterprise Agreement and particular features, circumstances and issues which require discussion and resolution between the parties.

The parties agree to continue to develop discussions on workplace reform during the currency of this agreement.



No Extra Claims

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

This Agreement shall be read in conjunction with the Transport Industry (State) Award, Transport Industry Waste Collection and Recycling (State) Award and the Transport Industry Quarried Materials (State) Award provided that where there is any inconsistency between the above parent Awards and this Agreement, the Agreement will prevail.

The above Parent Awards will apply when:

- a) This Agreement specifically indicates the Parent Awards should be referred to:

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

Industrial Relations Act 1996

The parties acknowledge this Agreement shall be registered in accordance with the Industrial Relations Act 1996, Part Two.



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Contract Of Employment

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

Duress

This Agreement has not been entered into under any duress by the parties.



Clause 2 Workplace Reform

a) Agreed Parameters for Workplace Reform

Participative Management and Work Organisation

All employees will be organised so that they work in quality driven, broadly skilled work teams to perform a wide range of functions. Parties to this Enterprise Agreement will foster a work environment where all continuously strive for improvement in what is done and how it is done, in order to optimise 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 cooperation. 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 utilise knowledge and experience. The Committee will pursue the objective of this Enterprise 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 normal disputes avoidance procedure.
- (ii) Matters which by definition are the responsibility of the Occupational Health and Safety Committee will be referred to that Committee.



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c) Future Contracts for Training

- i) The Parties welcome the introduction of comprehensive training and certification reforms. This Enterprise Agreement is designed to incorporate and anticipate these reforms.

It envisages a situation where future new entrants to the industry will be persons who have either completed appropriate Australian Vocational Certificate training or who are engaged in a structured, defined and enforceable contract of training.

- ii) As part of the process of accommodating the reforms, the parties to this Enterprise Agreement will consider the introduction of traineeships once the Enterprise Agreement is in place.

The parties recognise that a number of important training initiatives have recently been undertaken in the Industry. To the extent possible the parties intend to incorporate these initiatives in the structure provided in this Enterprise Agreement.

d) Competency Based Training

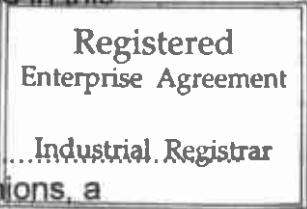
In consultation with Consultative Committee, employees and the Unions, a programme will be developed using competency standards developed by an appropriate industry body and incorporated in Cleary Bros Quality Assurance System.

Training and demonstrated competence through an agreed accredited assessment procedure will provide the basis for career progression for workers and access to higher paid classifications provided for in this Enterprise Agreement.

e) International Best Practice

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:

- ◆ Within 12 months from the date of this Enterprise Agreement we will have developed and implemented systems which will identify local and international best practices benchmarks in specific target areas in Cleary Bros.
- ◆ Within 24 months from the date of this Enterprise Agreement we will have developed and implemented best practice benchmarks across the company wherever appropriate. The identification, development and implementation of best practices benchmarks will be undertaken in consultation and agreed with





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the employees in the appropriate workplace.

f) Quality Assurance

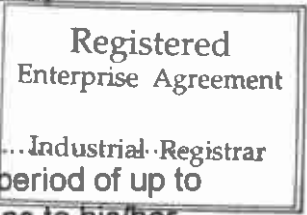
The parties acknowledge their commitment to the concept of Total Quality and the objective of continuous improvement. This will involve a program and philosophy of continuing cooperation, consultation and communication with all employees.

The parties will utilise the non conformance mechanism to provide feedback on quality performance in all areas and aim to have this in place within all sites within the term of this Enterprise Agreement. Management will take responsibility for this occurring.

An employee suggestion scheme to provide a forum for the generation of ideas from all employees as part of the continuous improvement process will also be established and implemented by way of a non conformance report.

g) Probationary Period

From the date of employment as a full time employee a probationary period of up to 3 months will apply during which time the employee will be assessed as to his/her suitability/skill levels required for the work specified. The employee will be required to undertake a medical examination by the company's doctor to determine that there are no medical reasons impeding the satisfactory conduct of the work.



h) Multi-Skilling

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. The following principles apply:

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 the employers responsibilities to provide a safe and healthy working environment.

Any employee who temporarily undertakes work at a higher level shall be paid the applicable higher rate for that position for the period he/she holds it.

i) EEO

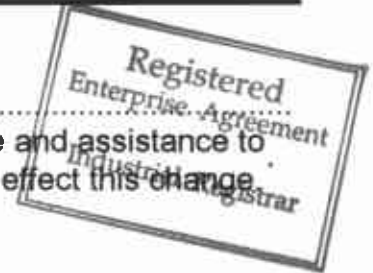
Cleary Bros is an equal opportunity employer. All employees are entitled to work in an environment free from discrimination. Cleary Bros will recruit, employ and train personnel on the basis of experience, skills and on the job performance.



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j) EFT Payment

All wages and allowances on a weekly basis by EFT with advice and assistance to be provided to the employee, where required, as to how to best effect this change.



k) Confidentiality

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

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

l) Other Employment and Conflicts of Interest

For the duration of their employment, 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 employees employment with Cleary Bros.

Clause 3 Wages

a) Wage Rate Structure

In order to maximise productivity at the workplace the following productivity based wage rate structure will apply:

i) Production Rate Bonus

- 1 The Production Rate comprises the Base Rate plus a Workface Productivity Bonus of \$1.00 per hour paid for all productive time actually worked.
- 2 The Workface Productivity Bonus shall apply strictly as a bonus payment in accordance with Appendix 1A and this Clause 3 (a). The Bonus Payment shall be made whilst an employee is physically present for work or training, is in receipt of a rostered day off, is on annual leave, sick leave, Workers Compensation or whilst there is inclement weather (subject to Clause 3 (a) (i) (b)). This payment is contingent when the employee actually performing the work. The bonus shall not be paid in the following circumstances: Public Holidays, Jury Duty, Bereavement Leave, Inclement Weather (Subject to Clause 3(a)(i)(b)).



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- 3 Employees maybe offered the opportunity to participate in training including during periods of inclement weather. Those employees who participate in training shall be paid the production rate for the time so engaged.
- 4 Where in strict accordance with the procedures contained in this Enterprise 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 productive rate for such time.
- 5 Overtime penalties will be applied to the production rate for actual overtime hours worked.
- 6 Where inclement weather arises during ordinary hours and the procedures contained in this enterprise 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 enterprise 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 effected.
- 7 Both the production and base rates provided for in this enterprise 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.
- 8 Should a dispute arise involving payment under Clause a) Wage Rate Structure all parties will strictly adhere to the requirements as outlined in the Dispute Settling Procedure, Clause 7 (b) of the Enterprise Agreement.



ii) Calculation & Rounding of Hourly Rates

Wage rates will be calculated in all cases as hourly rates and will be rounded to the nearest cent per hour; less than half a cent being rounded down, and half a cent or more being rounded up.

b) Rates Of Pay

- i) No employee shall unreasonably refuse to undertake training provided by the employer in paid work time which would enable the employee to fulfill the substantive requirements for the applicable skill level. In seeking upward reclassification an employee shall be required to demonstrate that he or she



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meets the full requirements of the higher skills level.

- ii) Payment is for skills used and employees performing work at that skills classification.
- iii) Appendix 1A shows the rate of pay applicable.

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



The parties to this Enterprise Agreement recognise 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 and such agreement will be reviewed no less than annually.

d) **Pay Roll Deductions**

When notified in writing by the employee Cleary Bros will make the necessary union subscriptions by way of payroll deductions.

e) **Pay Dockets**

Pay dockets will contain all details as required within Part 3 - Pay Slips and Employers Records - of the Industrial Relations (General) Regulation 1996.

Subject to available computer programming capability details will include the following:-

- ◆ Hours of work
- ◆ Hours of overtime
- ◆ Hourly rate
- ◆ Sick leave entitlements
- ◆ RDO Accrual
- ◆ Long service leave entitlements
- ◆ Allowances
- ◆ Superannuation payments
- ◆ Gross wage, including year to date
- ◆ Tax deducted, including year to date
- ◆ Deductions



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Clause 4 Additional Allowances

a) Award Allowances

In addition to the Wage Rates provided for in this Enterprise Agreement the following allowance will be paid under the condition provided for in the relevant parent awards.

- i) First Aid Allowance
- ii) Leading Hand (Responsibility) Allowance
- iii) Travel Allowance
- iv) Meal Allowance



Meal allowance will be payable:

- i) after one and a half hours of overtime worked after the end of a normal shift or
- ii) After four hours of overtime worked on overtime shift.
- v) Waste Site Allowance
- vi) Collecting Moneys
- vii) Slump Allowance - Pre Mixed Concrete Industry.
- viii) Kilometre Allowance
Where Cleary Bros requests and the employee agrees to use his/her own vehicle to transfer from on site to another working site the employee shall be paid an allowance of 56¢ per kilometre.

b) Casual Labour

Casual employees may only be employed in any calendar year to assist with seasonal production requirements.

A casual employee working ordinary time shall be paid $\frac{1}{38}$ th of the appropriate weekly wage per hour plus a loading of 20%. This loading is in lieu of all paid leave and public holidays and to compensate for the nature of casual employment. The 20% loading incorporates compensation for annual leave, in accordance with the Annual Holidays Act 1944.



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Casual employees shall not be entitled to payment for:

- i) Annual Leave
- ii) Bereavement Leave
- iii) Jury Service Leave
- iv) Parental Leave
- v) Payment of public holidays
- vi) Sick leave
- vii) Special family leave
- viii) Any other leave item



This shall not alter any entitlement a casual employee may have in accordance with the Long Service Leave Act 1955.

Clause 5 Hours of Work

a) Ordinary Hours

i) Span of Hours

Ordinary hours of work shall be 38 per week worked Monday to Friday between the hours of 6.00 am and 6.00 pm. Provided that by agreement between an employer and the majority of its employees, the span of hours may be altered. Such agreements shall be in writing, displayed on notice boards and the union advised accordingly.

ii) Programming of RDO's

1. The parties agree that there are potential benefits for the employer and the employee in allowing greater flexibility in taking RDO's. It is intended that some of Cleary Bros workplaces may remain open during designated industry RDO's.
2. Rostered Days Off (RDO's) will be allowed to accumulate up to five days maximum. Once the maximum of five days has been achieved, then these days shall be taken at a time agreed between relevant parties. It is also agreed that an employee who is required to and wants to work on the RDO, will be allowed to do so. All rates paid for working on the RDO will be at ordinary rates and the RDO entitlement can be taken at a later agreed time. An RDO roster 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 RDO's and is called upon to work on his next RDO



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(so that RDO's accrued will increase to 6 or more days) then such work shall be paid as a Saturday Shift.

iii) RDO Accrual During Paid Leave

Any day of paid leave taken during a cycle of four weeks 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 Enterprise Agreement during ordinary hours any working day. Employees shall take the rest break at a time mutually agreed upon between the employer and its employees.

v) Meal Break

The commencement time of the meal break shall be by agreement between the employer 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 break to suite 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 of date as agreed with management.

vi) Overtime

-
- i) Employees shall work such overtime as reasonably requested by the Company. Payment for overtime will only be made where such overtime is authorised by the Company.
 - ii) For all work outside ordinary hours, the rates of pay shall be time and one half for the first two hours and double time thereafter until the conclusion of that days work. Saturday work shall be paid as to time and one half for the first two hours and double time for the balance of hours in that day shift. Sunday work shall be at double ordinary time rates.
 - iii) Cleary Bros will use its best endeavours to:
 - a) allocate overtime evenly given the skills required on the particular day;
 - b) provide reasonable notice to the employee of the requirement to work overtime;
 - iv) Where an employee is notified of the requirement to work overtime during that shift, the employee will be able to use the company's telephone to advise





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his family of this if necessary.

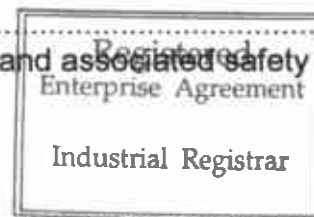
vii) Time Sheets

Time Sheet shall be sent to the pay office on a daily basis. Late time sheets received after 9 am Monday may not be processed until the following week. Any alteration to time sheet must be notified to the employee.

Clause 6 Safety Health Welfare

a) Safety Legislation

The Occupational Health and Safety Act 1983, its regulations and associated safety legislation 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 company 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

Suitably qualified first aid certificated personnel shall be provided in accordance with the provisions of the Occupational Health and Safety (First Aid) Regulations. This person shall be either an on-site employee or a Cleary Bros representative.

In the interest of safety, Cleary Bros will establish as a reasonable target fifteen per cent of all site personnel to hold current First Aid Certificate evenly distributed throughout the workforce on the Cleary Bros Projects such that a qualified employee will be on each site where possible.

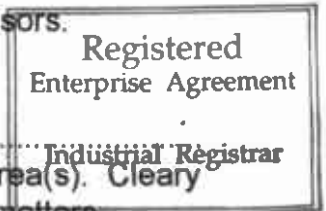
d) Cleary Bros Safety Supervisor

Cleary Bros regard safety as every employee's responsibility and expects a contribution from all employees to this task. Divisional Managers, Project Managers and Foreman will coordinate safety across Cleary Bros in accordance with the



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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 area(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 if 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 lunchroom and toilet facilities this enterprise agreement acknowledges that employees endure such conditions from time to time to ensure the job is completed in the most productive and cost efficient manner. Equipment is to be cleaned, checked and any minor repairs undertaken before leaving the site. All facilities are to be kept clean and equipment is to be stowed appropriately.

Where necessary non-productive time shall be utilised to carry out these tasks.

g) Protective Clothing

All employees on Cleary Bros sites will be issued with protective clothing in accordance with Appendix 2 - Protective Clothing.

Personnel must maintain a neat appearance and be wearing the latest issued uniform. Care must be taken of personal protective equipment.

h) Procedure For Dealing With Occupational Health and Safety Issues

All employees shall comply with Cleary Bros policies on Occupational Health and Safety and on Alcohol and Related Drugs Safety (in accordance with Appendix 4).

Clause 7 Industrial Relations

a) Prevention of Industrial Disputes

It is the aim of the parties to this Enterprise Agreement that industrial disputation shall be prevented or minimised.

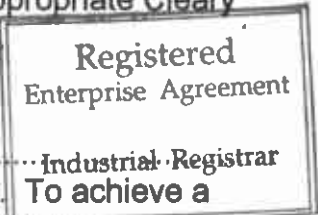
In the interests of good industrial relations it is acknowledged that meetings between Union Officials and their members engaged by Cleary Bros maybe



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required on occasions.

Such meetings shall only be held following agreement between appropriate Cleary Bros Divisional Manager and the duly authorised 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.

The following procedures shall apply for individual or group grievances:-

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

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

Phase III

Cleary Bros management and the union organiser 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 such decision shall be binding on the parties subject to the legal rights of appeal.

The parties to the Enterprise Agreement agree that work shall continue without interruption or dislocation throughout the period of discussions and negotiations.

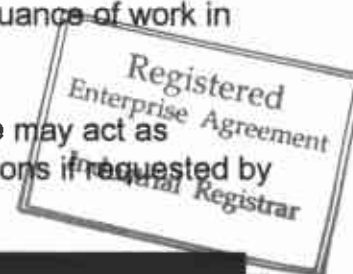


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Whilst these phases are in place the status quo, that being the position immediately before the problem that gives rise to the dispute should be maintained. If either party refers the dispute to the Industrial Relations Commission of New South Wales, then any recommendation or 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 members 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 (3) hours would 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.



Clause 8 Income Security

a) Sick Leave, Family Leave, Bereavement Leave, Compassionate 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 absence, a warning procedure shall be applied along with appropriate counselling of the employee.

- ii) Employees must notify their supervisor for the above leave requirements as follows:-
 - a) When notice is given more than 24 hours prior to leave being required no proof will be needed upto 2 single days per annum.
 - b) When notice is given between 24 hours and normal starting time then proof may be required.
 - c) When notice is given after starting time proof as appropriate to the circumstances will be required.

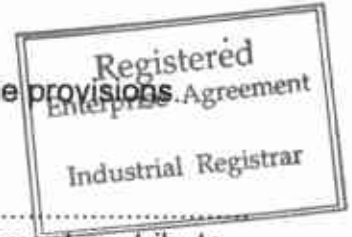


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iii) If required by Cleary Bros, employees maybe required to attend a medical examination by a doctor specified by Cleary Bros or any other mutually agreed medical practitioner.

iv) Accumulation of sick leave will extend beyond the award time provisions.

b) Superannuation



Cleary Bros will for all employees covered by this Enterprise Agreement contribute to the TWU Superannuation Fund in accordance with the requirements of the Transport Industry (State) Superannuation Award (No.2) and the superannuation guarantee levy or any other subsequent legislative requirement.

c) 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 until there has been proper negotiations between the unions concerned.
- iii) Notify through the Labour Council or ACTU, the unions party to this Enterprise 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 Enterprise Agreement reserve their right to submit matters in dispute to the appropriate Industrial Relations Commission.

d) 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

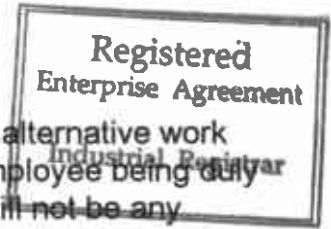


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Enterprise Agreement will be productive and there will be no scope for any non-productive employees on Cleary Bros projects.

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) Replacement Employees

If an employee is ill or absent for any reason, he or she will be replaced during his or her absence by another employee who is suitably qualified and experienced. If a replacement employee is not available the Divisional Manager will select a temporary replacement from outside the Cleary Bros company. In any event the replacement employee will be suitably qualified and experienced.

iii) Sub Contractors

Cleary Bros management shall engage Sub Contractors, as required.

iv) Supervisors

Employees will not impose any limitations or enforce any limitation on supervisors or technical personnel demonstrating the use of equipment or machinery for training purposes or operating it as part of work in an emergency situation.

e) Delegates

.....
An employee appointed as a Delegate shall upon notification by the Union to the employer and the Cleary Bros Site Representative, be recognised as the accredited representative of the Union to which they belong and they shall be allowed reasonable time during working hours to submit to the employer matters affecting the employees he or she represents.

There shall not be more than one (1) Delegate per union representative on a Cleary Bros Project.

f) Union Official (Visiting)

.....
Union Officials visiting a site will adhere to appropriate site operational laws and safety procedures while on site.



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g) Disciplinary Procedure

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



i) First Formal Warning

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 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, who shall ensure that this action is noted and filed on the employee's file. A copy shall be supplied to the employee and the union delegate.

ii) Second Formal Warning

Where the same or similar behaviour continues within three months of the first formal warning and it is necessary to issue a second formal warning, this shall be issued, in writing, by either Foreman, the Project Manager or Divisional Manager to the employee.

A copy of the written warning will also be given to the employee's union delegate.

ii) Final Warning

Where the same, or similar behaviour continues within four months of the second formal warning and it is necessary to issue a final warning this shall be issued by either the Project Manager or Divisional Manager.

This warning shall be in writing and shall be issued to the employee in front of one other member of management and union delegate.

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

A copy of this written warning shall be handed to the employee's Union Delegate and a copy retained by the employer, on the employees file.

iv) Termination

Where the same, or similar behaviour is repeated within six months of the final warning, the employee's services shall be terminated by the Project



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Manager or Divisional Manager in front of one other member of management and the union delegate.

v) *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 practicable, be informed of the circumstances prior to the dismissal.



vi) *Termination of Employment - General*

Termination of employment for all employees shall be in accordance with the terms specified in clause 8 (g) of this Enterprise Agreement.

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

Employees to be terminated under this clause may 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.

h) **Site Access Passes**

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.

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 Enterprise Agreement will be required to adhere to these conditions.

Clause 9 Redundancies

Should there be an oversupply of labour due to the completion of contracts or a general downturn of industry for any reason, redundancy of employees may be necessary. The following notice periods shall apply:



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Periods of continuous service

Period of notice

<i>Less than 1 year</i>	<i>1 week</i>
<i>1 year and less than 3 years</i>	<i>2 weeks</i>
<i>3 years and less than 5 years</i>	<i>3 weeks</i>
<i>5 years and over</i>	<i>4 weeks</i>



In addition to the notice above, employees over 45 years of age at the time of the giving of the 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

<i>Less than 1 year</i>	<i>Nil</i>	<i>Nil</i>
<i>1 year and less than 2 years</i>	<i>4 weeks</i>	<i>5 weeks</i>
<i>2 years and less than 3 years</i>	<i>7 weeks</i>	<i>8.75 weeks</i>
<i>3 years and less than 4 years</i>	<i>10 weeks</i>	<i>12.5 weeks</i>
<i>4 years and less than 5 years</i>	<i>12 weeks</i>	<i>15 weeks</i>
<i>5 years and less than 6 years</i>	<i>14 weeks</i>	<i>17.5 weeks</i>
<i>6 years and over</i>	<i>16 weeks</i>	<i>20 weeks</i>

For any completed year of service in excess of the above, a payment of 3 weeks pay shall be made. Pro rata entitlements shall be paid for completed months in the final year.

A maximum payment of 52 weeks shall be made.

Casuals shall not receive any notice nor severance pay.

Clause 10 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 - No. 1

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

Signed by: Bob Elvy Date: 13. 2. 97
Bob Elvy
Chief Executive Officer

For and on behalf of Transport Workers Union of Australia (New South Wales Branch)

Signed by: S.P. Hutchins Date: 11th February 1997
S.P. Hutchins
State Secretary





SIGNATORY PAGE - No. 2

Signed by: [Signature] 2/10/1996
Ron Bryant
Divisional Manager - Concrete, Quarrying and Transport

Signed by: [Signature] 2.10.96
Brad Welsh
Transport Workers Union



Consultative Committee Members

Signed by: [Signature] Date: 2-10-96

Signed by: [Signature] Date: 2-10-96

Signed by: [Signature] Date: 2-10-96

Signed by: [Signature] Date: 2-10-96

APPENDIX 1 - TABLE 1 INSTALMENT INCREASES TABLE

MATRIX PAY RATES		PRODUCTION RATES				
Classification	Wage Rate \$	Wage Increase N°.1 1 April 1994	Wage Increase N°.2 1 February 1996	Wage Increase N°.3 1 August 1996	Wage Increase N°.4 1 October 1996	Wage Increase N°.5 1 December 1996
	Applicable as at 31/1/1994	Weekly Rate \$	Weekly Rate \$	Weekly Rate \$	Weekly Rate \$	Weekly Rate \$
Grade 1	388.40	400.05	411.70	423.35	435.00	446.66
Grade 2	402.00	414.06	426.12	438.18	450.24	462.30
Grade 3	411.40	423.74	436.08	448.42	460.76	473.11
Grade 4	419.60	432.18	444.80	457.36	469.95	482.54
Grade 5	440.70	453.92	457.40	480.36	493.58	506.80
Grade 6	446.00	459.38	472.76	486.14	499.52	512.90
Grade 7	462.10	475.96	501.60	515.46	529.32	543.18
Grade 8	494.90	509.74	524.59	539.44	554.29	569.13
Float Driver	514.15	528.31	542.50	556.66	570.82	584.98
Crane Truck Driver 8W	451.30	464.25	477.20	490.15	503.10	516.05
Crane Truck Driver	439.40	451.99	464.58	477.17	489.76	502.35

The above increases apply to the individuals employees' pay rate received by them on 31/1/1994. The increase provided above will be applied to an employees ordinary rate of pay. The ordinary rate of pay shall mean the employees award rate plus over award payment. The ordinary pay rate after the increase for each employee party to this agreement is recorded in a written form in the wages record of the company which will be maintained at Cleary Bros office.





Appendix 2 Protective Clothing

Cleary Bros. shall issue to each employee:

2 Pair Trousers, 3 Light Shirts 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 helmets 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 Cleary Bros sites and depots for the employees use.

Where the employer supplies wet weather clothing, each employee shall sign for each item of clothing which shall be recorded in an inventory book showing clothes used and clothes returned. Such clothing remains the property of employer and must be returned to the employed 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.





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Appendix 3 The Effect of Training, Multi-Skilling & Performance Indicators on Future Wage Increases (Continued) {DRAFT}

An assessment will be carried out at the commencement of the enterprise agreement to determine the number of points relevant to all employees.

As it is essential to have at least one licence/skill to gain a job, then one point will be deducted from this total to establish the base points. Wage increases as per the following table will then be achieved by gaining additional points over the life of this Enterprise Agreement. The full increase can be obtained by achieving an additional 9 points over 21 months. For example:

	Commencement of Agreement	7 Months	14 Months	21 Months
Points for Skills/Licences	1 or more	3 or more	6 or more	9 or more
Relevant Increase	1%	1%	2%	2%

TRAINEESHIP

The employment of trainees is seen to be of value by all Parties bound by this Enterprise Agreement.

Cleary Bros will seek accreditation by the New South Wales Vocational Education and Training Accreditation Board to conduct courses during the term of this Enterprise Agreement with the aim to provide advice, assistance and coaching to the best of their ability when trainees are assigned to work with them.

As part of their normal duties, employees covered by this Enterprise Agreement would provide advice, assistance and coaching to the best of their ability when trainees are assigned to work with them.

The trainees would be involved in all aspects of work within Cleary Bros.

The pay rate applicable would be as per the National Training Wage





Enterprise Agreement

Appendix 4 Alcohol and Other Related Drugs Safety

Application

1. This procedure is mandatory for all sites. It will come into operation after discussion and ratification by the Project Safety Committee.
2. Consumption of alcohol or drugs (other than prescribed drugs) is strictly prohibited. The definition of "SITE" includes all temporary sheds or offices under the control of Cleary Bros.
3. Consumption of alcohol or the use of drugs immediately prior to work or during any off-site work break is strongly discouraged. This issue should be addressed during pre-start inductions.
4. Any person who is believed to be affected by alcohol or drugs must not be allowed to enter or remain on site. The affected person may rest in the site shed under supervision of a Safety Committee member while arrangements for leaving the site are made.

Guidelines

Confrontation should be avoided.

The first approach should be by the Chairman of the Safety Committee with another member of the Committee telling the affected person to leave, emphasising the safety risk, and not using judgmental terms like:

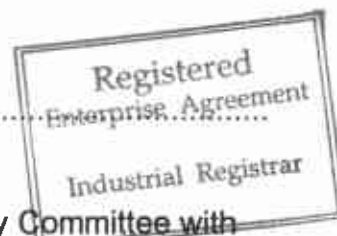
"You're too drunk"
"You're too stoned"

If the Chairman is not available the first approach should be made by two employee members of the Safety Committee.

If there is no co-operation the relevant delegate and employer must become involved. If either of these people are not available the senior Cleary Bros person on site must take control of the situation.

Suitable arrangements must be made to ensure the person's safety when leaving the site. If this involves pre-payment of a taxi fare the affected person will be liable for this cost.

Wages are not to be paid from the time that the person is told to leave site by the Safety Committee Chairman/Member





Enterprise Agreement

Where loss of wages and/or other expense may be involved, the appropriate delegates should be notified.

5. After any such incident the Safety Committee Chairman should assist the individual with advice about treatment and counselling.

Time off site for treatment and/or counselling may be taken against accrued sick leave or as leave without pay.

6. If there are repeat incidents, disciplinary action will be taken, ie

One verbal warning - given by the senior representative of the employer on site. A file note recording the details of this warning must be made.

One written warning - given by the senior representative of the employer on site, with copies given to the relevant union delegate and Cleary Bros Head Office. This written warning must record the date and witnesses to the previous verbal warning and the consequences of a further transgression of the Alcohol and other Drugs Safety Procedure.

Summary dismissal in the case of a Cleary Bros employee, or removal from the project in the case of a Sub Contractor's employee.

7. The provision of alcohol at site barbecues or other after work site activities must have the prior agreement of both the Cleary Bros Divisional Manager and the Project Safety Committee.

Alcohol provided at such functions must be limited to a reasonable quantity per person.

Low alcohol and non-alcoholic beverages must also be available.

No person may return to the work area after partaking at a barbecue or any other after-work activity involving consumption of alcohol.

Registered
Enterprise Agreement
Industrial Registrar