REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: **EA03/52**

TITLE: **Cleary Bros (Bombo) Pty Ltd AWU Concrete Batch Plant Operators Enterprise Agreement**

I.R.C. NO: IRC3/371

DATE APPROVED/COMMENCEMENT: 24 February 2003

TERM: 30 June 2005

NEW AGREEMENT OR VARIATION: Replaces EA00/318

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

NUMBER OF PAGES: 32

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of Cleary Bros (Bombo) Pty Limited who fall within the coverage of the Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award

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

CLEARY BROS (BOMBO) PTY LTD

AWU

CONCRETE BATCH PLANT OPERATORS ENTERPRISE AGREEMENT

Registered
Enterprise Agreement

Industrial Registrar

PRIVATE & CONFIDENTIAL

10 October 2002

ENTERPRISE AGREEMENT
CLEARY BROS (BOMBO) PTY LTD / AWU

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

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

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 2005.

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

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 Enterprise Agreement will apply in conjunction with the Cement Mixers and Concrete Workers' Central Batch Plants (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

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

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

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

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

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

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

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

j) Confidentiality

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

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

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

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

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

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.

Appendix 2, table 1 shows the rate of pay applicable.

e) Key Performance Indicators

The aim of this agreement is that the parties remain committed to continuing improvements in quality, productivity, efficiency and flexibility, ensuring the Company's improved competitiveness.

Agreement has been reached between the parties on the Key Performance Indicators (KPI's) to apply to each area. The achievement level in each KPI will be measured at least on a quarterly basis and communicated to all parties. Discussions will then be undertaken to establish ways of continuing or improving the level of achievement. All parties should look proactively at how further improvements can be made and communicate any suggestions to the appropriate personnel.

The KPI's identified at the start of this EBA are as follows:-

Raw Material Control (Gain/Loss)

- Cement Usage)
- Flyash Usage) < 2% per annun measured quarterly
- Ecocem Usage)

- Fine Aggregates)
- Coarse Aggregates) <4% per annum measured quarterly

NB: This also includes control over admixtures including colour and special type admixtures.

Quality Control

- Checking of raw materials and notifying Plant Manager/Concrete Manager of any problems detected.
- Ensuring all raw materials stored on site are kept in accordance with QA procedures/work instructions.
- Eliminating defective loads of concrete being delivered to site.
- Comply with the company's quality management system.
- Stocktake of materials and recording on a weekly basis - Saturday to Friday

As well as the 2 KPI's preceding the following shall apply individually:-

Wollongong

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.
- Enforce company uniform policy.
- Improve vehicle maintenance and cleanliness to company requirements.

Albion Park

Environment

- Ensure that site operates in accordance with the EPA 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.

Kiama

Truck & Driver Utilisation

- Increase average load size over current level.
- Increase volume carried per truck over current level.
- Improve vehicle maintenance and cleanliness to company requirements.
- Nil NCR's, particularly slump and material NCR's.
- Implement leave and RDO Policies.

Nowra

Environment

- Ensure that site operates in accordance with the EPA 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.

Relief

- Must be able to operate every type of concrete batch plant configuration.
- Computerised Batch Plant.

- Overhead Bin Batch Plant
- Front End Loader Patch Plant

NB: This includes site control/production control in accordance with EPA/local council requirements and in accordance with Company directions and expectations.

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

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

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) 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.

iii) 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.*

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 6.00am 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

Following consultation, employees amy 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

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

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 disputation 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

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 main 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

Following the induction of an employee he / she will be issued with and 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.

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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:.....
Bob Elvy
Chief Executive Officer

For and on behalf of AWU

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Signed
by:..... Date:.....
Andy Gillespie
Secretary

Employee Members - Consultative Committee

Signed
by:..... Date: 11 - 11 - 02
Ron Bryant
Divisional Manager - Concrete, Quarrying and Transport

Signed
by:..... Date: 22/11/02
AWU Organiser

Signed
by:..... Date: 19/11/02

Signed
by:..... Date: 18/11/02

Signed
by:..... Date: 19.11.02

Signed
by:..... Date: 20 - 11 - 02

18.11.02

APPENDIX 1 - TABLE 1 CLASSIFICATION

Concrete Operating System		
Description	**Cleary Bros Agreement Classification**	**Abbreviation**
Plant Assistant General labouring and Cleaning plus filling of overhead material storage bins from ground bins.	Concrete Worker Level 1	COW1
Field Tester / Relief Plant Assistant 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
Batch Plant Operator 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 2 TABLE 1 TO EBA
INSTALLMENT INCREASES TABLE - PRODUCTION RATES - CONCRETE OPERATING SYSTEM

Classification	Current Rate	1/7/2002	1/1/2003	1/7/2003	1/1/2004	1/7/2004	1/1/2005
COW1	12.7047	12.9588	13.2129	13.4670	13.7211	13.9752	14.2293
COW2	16.7490	17.0840	17.4190	17.7539	18.0889	18.4239	18.7589
COW3	17.1807	17.6961	18.2115	18.7269	19.2423	19.7577	20.2731

APPENDIX 3
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.

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APPENDIX 4
POLICY DOCUMENT ALCOHOL AND DRUGS

This document is appended to the Enterprise Bargain Agreement

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 induction's.

4. Any person who is believed to be affected by alcohol or drugs must into 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, emphasizing 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 cooperation the relevant delegate and employer must become involved. If either of these people are not available the senior Clearly 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 prepayment of a taxi fare the affected person will be liable for this cost.

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

Where loss of wages and or other expenses 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 counseling according to needs. Time off site for treatment and / or counseling may be taken against accrued sick leave or as leave without pay.

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

   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 Subcontractor's employee may be necessary.

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.

APPENDIX 5 - (FORM 1)

FIRST WRITTEN COUNSELLING

Employee_____Department_____Date_____
Reason for Counselling_____
Present_____
_____
_____
_____

Situation_____
_____
_____
_____

Employees Comments_____
_____
_____
_____
_____

Commitments to change / prevent re-occurence
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_____
_____
_____
_____

Review Date / s_____
Situation_____
_____
_____
_____
Employees comments _____
_____
_____
_____
Commitments to change / prevent re-occurance
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**

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**_____

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