

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/138

**TITLE: Works Infrastructure Pty Ltd Civil Construction (NSW)
Enterprise Agreement 2005**

I.R.C. NO: IRC5/1296

DATE APPROVED/COMMENCEMENT: 21 March 2005 / 21 March 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 June 2005

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Works Infrastructure Pty Ltd, located at Level 11/468 St. Kilda Road, Melbourne VIC 3004, with respect to or incidental to any civil engineering, excavation or demolition works on civil projects, including such works on mining leases, within NSW and outside the Sydney Metropolitan area, who fall within the coverage of the following awards: General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, and the Plant, &c., Operators on Construction (State) Award.

PARTIES: Works Infrastructure Pty Ltd -&- The Australian Workers' Union, New South Wales

WORKS INFRASTRUCTURE PTY LTD CIVIL CONSTRUCTION (NSW) ENTERPRISE AGREEMENT 2005

1.0 Title

This Agreement is known as the Works Infrastructure Pty Ltd Civil Construction (NSW) Enterprise Agreement 2005.

2.0 Contents

Clause No.	Subject Matter
1.0	Title
2.0	Contents
3.0	Definitions
4.0	Parties Bound
5.0	Application of Agreement
6.0	Term of Agreement
7.0	Commitment and Objectives
8.0	New Employees
9.0	Skills, Training and Multi-Skilling
10.0	Consultation
11.0	Productivity and Efficiency
12.0	Occupational Health and Safety
13.0	Contract of Employment
14.0	Termination of Employment
15.0	Abandonment of Employment
16.0	Standing Down of Employees
17.0	Counselling and Disciplinary Procedure
18.0	Hours of Work and Rostered Days Off
19.0	Leisure Time
20.0	Starting and Finishing Times
21.0	Overtime
22.0	Crib Times and Meal Breaks
23.0	Inclement Weather
24.0	Picnic Day / Show Day
25.0	Annual Leave
26.0	Electronic Transfer of Wages
27.0	Wages and Allowances
28.0	Superannuation
29.0	Redundancy
30.0	Productivity Payment
31.0	Travel Allowance
32.0	Living Away from Home Allowance
33.0	Income Protection Insurance
34.0	Sick Leave
35.0	Long Service Leave
36.0	Alcohol and Other Drugs
37.0	Non Smoking
38.0	Protective Clothing
39.0	Company Uniforms
40.0	Demarcation Disputes
41.0	Dispute Prevention and Settlement
42.0	Trade Union Right of Entry & Representation
43.0	No Extra Claims

- 44.0 Anti Discrimination, EEO & Sexual Harassment
- 45.0 Immigration Compliance
- 46.0 Contractors & On-site Register
- 47.0 Parties Signatures
- Appendix 'A' Skills Matrix
- Appendix 'B' - Wage Rate Table 1 & Table 2
- Appendix 'C' - RDO & Leisure Days Calendar
- Appendix 'D' - Apprentices

3.0 Definitions

"Agreement" means the Works Infrastructure Pty Ltd Civil Construction (NSW) Enterprise Agreement 2004.

"Parent Award" means the Award an Employee would have been employed under except for the operation of this Agreement. Generally this would be the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award and the Plant Operators On Construction (State) Award.

"Company" means Works Infrastructure Pty Ltd.

"Management" means staff persons engaged by the Company either in a supervisory or management capacity.

"Supplementary Labour" means person engaged as Labour Hire.

"Employee/s" means persons engaged on wages by the Company.

"Parties" mean the Parties to this Agreement as specified in clause 4.0

"Union" means the Australian Workers Union, Newcastle Branch.

"Major Project" means any construction project involving work covered by this Agreement with a project award value of more than \$40million.

4.0 Parties

4.1 The Parties to this Agreement are the:

- (a) Company,
- (b) Employees, and
- (c) Union.

5.0 Application of Agreement

5.1 This Agreement applies to any work carried out by Employees of the Company with respect to or incidental to any civil engineering, excavation or demolition works on civil projects, including such works on mining leases, within NSW and outside the Sydney Metropolitan area.

5.2 This Agreement or part of this Agreement has no application on a particular project where the Company is contractually bound to provide specific terms of employment for that project. Before Employees start on any project where this Agreement or parts of this Agreement do not apply, the Company will make those Employees aware of what pay rates and /or conditions apply to the particular project.

- 5.3 This Agreement must be read in conjunction with relevant legislation and the:
- (a) General Construction and Maintenance, Civil and Mechanical Engineering (State) Award; and
 - (b) Plant Operators On Construction (State) Award.
- 5.4 Where there is inconsistency between this Agreement and the Parent Awards, then, this Agreement prevails to the extent of the inconsistency.
- 5.5 The terms and conditions of the Parent Awards continue to apply during the currency of the Agreement. Where the Agreement is silent, the relevant terms of the Parent Awards apply.

6.0 Term of Agreement

- 6.1 This Agreement operates from 21 March 2005 and remains in force until 30 September 2007. The benefits provided by the Agreement apply from the date of registration of the Agreement unless otherwise indicated by the Agreement.
- 6.2 The Parties agree to start negotiations for a new agreement within three months prior to the expiry date of this Agreement. This Agreement continues to apply beyond its expiration date until replaced by another agreement or rescinded by one or more of the Parties in accordance with the NSW Industrial Relations Act.
- 6.3 Upon termination of this Agreement the conditions it prescribed no longer apply and the governing conditions of employment of the respective Employees reverts to the relevant Parent Award(s).

7.0 Commitment and Objectives

- 7.1 The Parties are committed to ensuring that the Agreement leads to:
- (a) real gains in productivity and workplace efficiencies;
 - (b) high standards of health and safety;
 - (c) a career structure for all Employees based on skills and competencies and the contribution they make to the Company's performance;
 - (d) high quality work and client satisfaction through good communication, teamwork and effective performance of work; and
 - (e) elimination of lost time due to industrial action or controllable absenteeism.
- 7.2 In addition the Company recognises that repeat employment provides benefits to the Employees and the Company such as:
- (a) gaining experience;
 - (b) development of skills and embarking on a career path; and
 - (c) better communication and understanding between Management and Employees.

8.0 New Employees

The Parties agree that the address stated by new Employees on their employment application form that must be completed prior to the employment commencing, is deemed to be sufficient proof of the Employees usual

place of residence for determining all entitlements under this Agreement and the Parent Awards. The employees and union undertake not to pursue any action or claims contrary to this agreement.

9.0 Skills, Training and Multi-Skilling

- 9.1 Training Strategy - The Parties are genuinely committed to training and education to improve site workforce skills. Training is to be relevant to the needs of the business and development of Employee skills and competency. Training is to be delivered during toolbox meetings or via structured training programmes, predominately on-site. All on-site training is paid at ordinary time rates. Management is to make available Project construction drawings to Employees to assist with developing their project knowledge.
- 9.2 The Parties understand and agree that multi-skilling is necessary for the Company to achieve higher levels of productivity and efficiency gains. Involvement in initiatives of multi-skilling by individual Employees is subject to the Employee's willingness and capacity to undertake such tasks.
- 9.3 Induction Training - All Employees are to receive a site induction detailing issues including:
- (a) Enterprise Agreement Provisions;
 - (b) Site Layout;
 - (c) Occupational Health and Safety Procedures;
 - (d) Work Procedures;
 - (e) Quality Systems; and
 - (f) Environmental Issues.

10.0 Consultation

- 10.1 Consultative Mechanisms suitable to the size and nature of the project work are to be established by the Parties to discuss matters involving changes to the organisation and optimising the performance of work being undertaken within the scope of this Agreement.
- 10.2 A Project Consultative Committee is to be established consistent with the size and nature of project being undertaken. Generally such committee is to comprise of two (maximum four) representatives of Management and two (maximum four) elected Employee representatives. The Project Consultative Committee deals with matters referred to them by this Agreement or other matters agreed to by the Parties. The Project Consultative Committees is to establish a meeting program relevant to the project and consistent with the Project Industrial Relations Management Plan.

11.0 Productivity and Efficiency

- 11.1 The Project Consultative Committee is to establish goals for improvement in efficiency and productivity, and recommend appropriate action to ensure those goals are achieved. Without limiting the efficiencies to be considered by the Project Consultative Committee the following matters may be considered:
- (a) Efficient use of labour to maximise productivity.
 - (b) Work organisation.
 - (c) Safety - lost time frequency rate and rates of hazardous incidents.

- (d) Attitude and motivation - Employee morale/absenteeism.
- (e) Planning to minimize the effect of wet weather.

12.0 Occupational Health and Safety

- 12.1 All Employees and persons working for the Company must contribute to a safe and healthy working environment. The Parties are committed to giving full cooperation to achieve the highest standards of Occupational Health and Safety.
- 12.2 The Parties recognise safety education, induction and other programmes are fundamental in achieving this objective. All Employees are required to have a WorkCover Construction Induction Certificate or Construction Industry Advisory Board (NSW) card as evidence of induction.
- 12.3 Compliance with all statutory requirements and the Company's Occupational Health and Safety policies and procedures is mandatory. Failure to comply may lead to disciplinary action up to and including summary dismissal.
- 12.4 First aid is to be rendered by the most qualified or appropriate person.
- 12.5 Where a safety problem exists, the affected work area is to be roped off and work is to continue elsewhere on the project or possibly transfer to another project if reasonably practicable. If the safety problem prevents safe access to working areas via the means of access the safety then the problem is to be immediately rectified and the Employees may be required to use an alternate safe access to such working areas while the usual access is being rectified.
- 12.6 If a safety problem arises, Employee(s) must bring the matter to the attention of their immediate Company supervisor, who is responsible for organising to have the problem rectified and the Employees relocated to safe work areas whilst rectification work is being carried out.
- 12.7 If a dispute arises over a safety issue, an immediate inspection of the disputed area involving Management, the Site Safety Representative and/or the Occupational Health and Safety Improvement Team must take place.
- 12.8 If there is more than one area thought to be unsafe, the Occupational Health and Safety Improvement Team in conjunction with the Management must nominate in order of priority the areas to be inspected. On verifying that the safety problem has been rectified, normal productive work is to resume. Such resumption may, if necessary, take place in stages as each area has been cleared.
- 12.9 Provided that any disagreements between the Management and the Site Safety Representative and/or Occupational Health and Safety Improvement Team are to be determined by the recommendation of the relevant statutory authority Inspector (WorkCover or Mines Inspectorate), or in his/her absence the reasonable instruction of management.
- 12.10 The Company is to provide appropriate training as agreed by the Parties to ensure that Occupational Health and Safety Improvement Team Members can properly participate. This training is to be provided as soon as reasonably practicable after appointment of an Occupational Health and Safety Improvement Team Member.

13.0 Contract of Employment

- 13.1 Employees may be employed on a casual or full-time basis.
- 13.2 Fulltime employment is subject to satisfactory completion of a (12) week of probationary period during which time suitability for the position is assessed. Employment may be terminated during the probationary period upon one (1) week's notice or payment of one (1) week's wages in lieu of notice.

- 13.3 Casual Employees are engaged by the hour and paid a casual loading of 25% in lieu of annual leave, personal leave, parental leave, jury service, public holidays and redundancy as contained in this Agreement. When a casual Employee is required to work overtime, weekend work or on public holidays, the following penalties apply:
- (a) When the penalty rate is time and a half, the casual Employee is to be paid 175% of the relevant ordinary time hourly rate prescribed.
 - (b) When the penalty rate is double time, the casual Employee is to be paid 225% of the relevant ordinary time hourly rate prescribed.
 - (c) On a public holiday the casual Employee is to be paid 275% of the ordinary time hourly rate prescribed.
- 13.4 The Company may employ a casual Employee on a regular and systematic basis for any period not exceeding eight (8) weeks. If the employment is to continue on a regular and systematic basis beyond eight (8) weeks the Employee must then convert to fulltime employment.
- 13.5 On each occasion a casual Employee is required to attend work the Employee is entitled to payment for a minimum of eight (8) hours work, plus the relevant fares and travel allowance prescribed in this Agreement.
- 13.6 Termination of all casual engagements is subject to eight (8) hours' notice on either side or the payment or forfeiture of eight (8) hours' pay, as the case may be.
- 13.7 Employees other than those specifically engaged as a Casual are deemed to be employed by the week.

14.0 Termination of Employment

- 14.1 In order to terminate employment the following notice is to be given by either side:

Employee's Period of Continuous Service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 14.2 In addition to the notice as set out in clause 14.1, Employees who are over forty-five (45) years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice when their employment is being terminated by the Company.
- 14.3 Payment in lieu of the notice prescribed in clauses 14.1 and 14.2 of this clause are to be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu of the notice.
- 14.4 The period of notice in this clause does not apply in the case of termination of casual employment.
- 14.5 In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had the Employee's employment not been terminated, is to be used. To avoid doubt, this means that the amount payable in lieu of notice is equivalent to 38 hours pay (except where 36 hours applies under this Agreement) at the applicable base hourly rate provided for in Appendix B of this Agreement.

- 14.6 Despite any other provisions in this clause, the Company has the right to summarily dismiss any Employee for serious and wilful misconduct. In such cases, wages are paid up to the time of dismissal only.
- 14.7 Notice of termination by the Employee is the same as that required by the Company, save and except that there is no additional notice based on the age of the Employee. If an Employee fails to give the specified notice or part thereof, the Company has the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice not given.
- 14.8 If the Company gives notice of termination of employment, the Employee is allowed up to one (1) day off during the notice period without loss of pay for the purpose of seeking other employment. The time off must be taken at a time convenient to the Company, after consultation with the Employee.

15.0 Abandonment of Employment

- 15.1 The absence of an Employee from work for a continuous period without notification exceeding three (3) working days without the consent of the Company or a reason acceptable to the Company is prima facie evidence that the Employee has abandoned their employment.
- 15.2 If within a period of seven (7) working days from their last attendance at work (or from the date of their last absence where notification was given or consent was granted) an Employee has not established to the satisfaction of the Company that they were absent with reasonable cause, the Employee is deemed to have abandoned their employment.
- 15.3 Termination of employment by abandonment in accordance with this clause operates from whichever is the later:
- (a) the date of the last attendance at work, or
 - (b) the last day's absence where consent was granted, or
 - (c) the date of the last absence where notification was given to the Company.

16.0 Standing Down of Employees

- 16.1 Despite anything contained elsewhere in this Agreement, the Parties accept that the Company may deduct payment for any day (or part of a day) that an Employee cannot be usefully employed because of industrial action.
- 16.2 Nothing in this clause can be taken to mean that payment, including leave payments, will be made for time engaged in industrial action.

17.0 Counselling and Disciplinary Procedure

- 17.1 If an Employee fails to maintain satisfactory conduct or performance levels, the Company may require the Employee to show cause why he/she shouldn't face disciplinary action up to and including summary dismissal, depending on the particular circumstances involved. The Employee is to be given the opportunity to be represented and afforded reasonable time to respond to the allegations of unsatisfactory conduct or work performance. This process is to occur in accordance with the following Counselling Procedure:

Step 1 - Verbal Warning/Counselling:

The responsible Supervisor and/or Manager are to explain to the Employee the Company's concerns about his/her conduct or work performance and outline the Company's expectations in this area.

The Employee is then to be given a right of reply so he/she has the opportunity to show cause why he/she should not face disciplinary action or otherwise provide explanation.

Where the explanation is unsatisfactory the Employee will then be made aware of the standards of improvement required.

This process is to occur in the presence of another Employee of the Employee's choice, given that they are on the job and available. It constitutes the first warning, which is to be documented and held on file.

Step 2 - Written Warning/Improved Performance:

If the Employee fails to meet the standards of improvement identified in accordance with Step 1, a written warning is to be issued noting this failure and referring to the first warning. The written warning must state that it is a final warning and that any further failure to meet the standards of improvement required will lead to termination of employment.

Step 3 - Dismissal

Where the Company has followed Steps 1 and 2, and the Employee has failed to meet the standards of improvement, the Company may give notice of termination in accordance with Clause 14.1.

17.2 The relevant Union may represent the Employee at any stage of the Counselling and Disciplinary Procedure.

17.3 Nothing in this clause prevents summary dismissal, without notice, for serious and wilful misconduct.

18.0 Hours of Work and Rostered Days Off

18.1 An average 38 hour week applies as follows:

- (a) The ordinary hours of work are worked in a 20-day cycle, Monday to Friday inclusive, with eight (8) ordinary hours worked for each of 19 days and 0.4 of an hour accruing for a paid rostered day off (RDO). That is, there is an average 38 ordinary hours per week, except where clause 18.2, 36-hour week, is invoked. The accrual applies on all days worked (except RDO's) and paid leave. A rostered day off is to be taken as provided in the calendar included in Appendix C and the daily fares and travel allowance is paid for on RDO.
- (b) The spread of ordinary hours of work is from 6.00 am and 6.00 pm Monday to Friday with eight (8) ordinary hours per day worked. Provided that where agreement is reached between the Company and an Employee or group of Employees, this spread of hours may be changed to 5.00am to 6.00pm to allow for daylight saving and special project requirements.
- (c) Starting times and the taking of crib breaks and meal times can be staggered to suit project requirements in consultation with the Employees concerned.
- (d) Except as provided for in Clause 19, work is not undertaken on the six weekends and agreed RDO's adjacent to Australia Day, Easter Friday/Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day as identified in the calendar set out in Appendix C. There is no entitlement to payment for no work Saturdays unless credits have been accrued toward these days under clause 18.2 - 36 hour week.
- (e) A new Employee is eligible for an RDO after achieving 7.6 hours RDO accrual (7.2 hours if clause 18.2, 36-hour week applies). However, a new Employee is eligible to use lesser RDO accruals for the Saturdays and adjacent fixed RDO's nominated as no work public holiday/RDO weekends.

- (f) The Parties agree that there is provision for Employees to bank a maximum of six (6) RDOs in each calendar year and all unused RDO accruals are paid out in the last pay period prior to the Christmas shutdown or on termination of employment, if employment ends prior to the annual Christmas shutdown.

18.2 An average 36 hour week applies where:

- (a) such provisions are required to be paid under the Company's contract with a client or head contractor and these conditions have been fixed through a registered project award or enterprise agreement; or
- (b) the Company is working on a Major Project as defined under clause 3.

18.3 In situations where clause 18.2 is invoked, the following applies:

- (a) The ordinary hours of work are worked in a 20-day cycle, Monday to Friday inclusive, with eight (8) ordinary hours worked for each of 19 days and 0.8 of an hour accruing for a paid rostered day off (RDO). That is, there is an average 36 ordinary hours per week. A new Employee is eligible for an RDO after achieving 7.2 hours RDO accrual.
- (b) Employees are to use the additional RDO accruals arising from a 36-hour week to a maximum of 14.4 hours for the payment of each no work Saturday. This 14.4 hour payment equates to payment for two 7.2 hour days accrued as RDO's from the implementation of the 36 hour week. This 14.4 hours, or the value of the credits accrued if less than 14.4 hours, for payment of the no work Saturdays only applies where the project site is closed on those nominated close down long weekends.
- (c) When Employees are paid 14.4 hours, or the value of the credits accrued if less than 14.4 hours, for the no work Saturday their RDO accruals are to be reduced by 2 days, or the value of the credits accrued if less than 14.4 hour.
- (d) Employees are only entitled to payment of one (1) fare allowance on any paid no work Saturdays.

19.0 Leisure Time

19.1 The calendar in Appendix C applies subject to the following:

- (a) The Parties agree it is crucial that the availability of production and plant is at a maximum level in areas of the calendar where normal work is to occur. The Parties therefore agree that some Employees may be required to work in the calendar where an emergency, essential maintenance, special production needs or special client needs require. The working arrangements are to be determined by the Company in consultation with employees.
- (b) Where Employees are required to work in these circumstances (as described at (a) above), the accruals for leisure time of any individual Employee are maintained and taken at a time agreed between the Company and the Employee.

20.0 Starting and Finishing Times

20.1 The start and finish location and time are to be arranged so as to maximise equipment operating hours and maintenance time. These may be altered by the Company to suit the needs of the project following consultation with the Employees affected. The Company is to advise Employees of these particulars when starting employment and Employees must be given at least forty-eight (48) hours notice of any variation to these, unless otherwise agreed with the affected Employees.

20.2 All Employees must be changed and ready for work at the commencement of paid working time.

21.0 Overtime

- 21.1 Overtime penalty rates apply for any hours worked outside the ordinary hours arranged in accordance with clause 18.
- 21.2 All time worked after completion of the agreed eight (8) ordinary hours (Mon to Fri), is paid at time and a half for the first 2 hours, and double time thereafter other than shift work which is paid in accordance with the Parent Award(s).
- 21.3 Overtime worked on a Saturday is paid at time and a half for the first two (2) hours, and double time thereafter, provided that double time is paid for all work performed after 12 noon.
- 21.4 Overtime worked on a Sunday is paid at double time, while any overtime worked on a Public Holiday is paid at double time and a half.
- 21.5 It is understood that a reasonable amount of overtime (including Saturdays) may be worked and the amount and timing of overtime varies from time to time to suit project requirements.

22.0 Crib Times and Meal Breaks

- 22.1 Crib and meal break periods are intended to allow a realistic period for rest and refreshment.
- 22.2 The Parties agree to adhere to the designated start and finish times for all work periods, including crib and meal breaks. No Employee is required to work in excess of four (4) hours without a break, subject to the provisions of clause 22.2 (c).
- (a) Employees are entitled to a paid twenty (20) minutes morning tea break to be taken no later than four (4) hours after commencing work.
 - (b) An unpaid thirty (30) minutes meal break is to be taken no later than four (4) hours after the end of the previous break as provided in clause 22.2 (a).
 - (c) Employees engaged in activities deemed necessary to allow continuing productive work by other Employees may be required to work for one further hour beyond recognised meal breaks providing they receive an equivalent time for a meal.
 - (d) In the event of an Employee not being afforded a meal break provided in clauses 22.2(a) or 22.2(b) he/she is considered to have worked the appropriate time beyond the actual finishing time.
 - (e) The Parties agree that meal breaks can be taken on a rolling basis to ensure continuity of operations.
 - (f) An Employee who is required to work on a weekday for ten (10) hours or more (i.e. two or more hours overtime is worked) is to be allowed, at the expiration of the 10 hour period, a 30 minute meals or crib break and thereafter a similar time allowance for every additional 4 hours of overtime worked. Time for meals or crib break through overtime period is to be allowed without loss of pay, provided that the overtime work continues after the break. Where an Employee is entitled to the break, he/she may, by agreement with their Supervisor, take the crib break at any time and if the break is not taken the Employee is to be paid for the crib break not taken at the appropriate overtime rate.

22.3 Meal Allowance

- (a) An Employee who is required to work on a weekday for ten (10) hours is to be paid a meal allowance of \$11.00 to meet the cost of a meal. This clause is in lieu of clauses relating to Meal Allowance and Rest Periods and Crib Time of the relevant Parent Awards.
- (b) An Employee is entitled to be paid a further amount of \$11.00 for each meal after the completion of each subsequent four (4) hours of overtime after the ten (10) hours prescribed in clause 22.3 (a).

22.4 Weekend Work

- (a) An Employee working overtime on a Saturday or Sunday is allowed a paid meal break of twenty (20) minutes within two (2) hours of commencing work. If an Employee is required to work in excess of a further four (4) hours after the end of that break then he/she is allowed a further paid crib break of thirty (30) minutes.
- (b) The rest break is deemed to be 9:00am where work commences at 7:00am or earlier irrespective of the actual time the break is taken. Where work commences after 7:00am a consequential adjustment is made to the rest time. (ie. if work commences at 8:00am then the rest break is deemed to be 10:00am).
- (c) No Employee is required to work more than four (4) hours without a break, subject to the provisions of clause 22.2 (c).
- (d) Where because of the nature of a particular project or activity an Employee is not afforded a meal break he/she is considered to have worked a similar time beyond the actual finishing time.

23.0 Inclement Weather

- 23.1 "Inclement Weather" means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for Employees exposed to those conditions continue working whilst they prevail.
- 23.2 The Parties agree that the primary focus of Inclement Weather provisions is to provide a set of agreed procedures, which ensure that through scheduling of working hours, loss of working time is minimised, and productive work is maximised without Employees being exposed to climatic conditions, which are unreasonable or unsafe to work in.
- 23.3 Where Inclement Weather conditions arise, productive work is to continue by transferring Employees to work in areas protected from Inclement Weather or where only a portion of the project is affected by Inclement Weather, all other Employees not so affected are to continue working regardless of the fact that other Employees may not be gainfully employed due to the Inclement Weather.
- 23.4 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 are to be utilised.
- 23.5 Any Employee operating machinery fitted with a functional weatherproof cab is deemed to be working in an area not affected by Inclement Weather, subject to safe working conditions applying and reasonable access to the machine being available to the Employee.
- 23.6 All Employees are to be available to clean up and dewater relevant work areas as directed by the Company following Inclement Weather.

- 23.7 In circumstances of Inclement Weather, management in consultation with the OHS committee is responsible for determining whether productive work should cease or continue.

24.0 Picnic Day / Show Day

- 24.1 Picnic Day - In accordance with the Parent Award Picnic Day provision the Company requires proof of picnic day attendance from an Employee, viz ticket purchase before payment is made for the day. A financial Union ticket recorded as "picnic paid" is deemed as evidence of ticket purchase. No work is to be scheduled on the first Monday of December each year, which is the Annual Building Industry Picnic Day, unless it is essential for the Company to work on that day. Should work be deemed necessary the parties to this Agreement will be consulted and where agreement is reached all time worked is at double time and one half.
- 24.2 Newcastle/Muswellbrook Show Day - Where an Employee is entitled to a gazetted Show day for an area or locality and is working outside the entitled area then that Employee is to be paid at ordinary rates and have an alternative day off as the Show day. Where it is necessary for work to be performed on this day, Employees working in the entitled area are to be paid at the rate of double time and one half. The parties agree that the prime consideration of this clause is the productive potential of the Company.
- 24.3 Employees employed outside the gazetted areas are not entitled to the Show Day unless it is gazetted in accordance with the Parent Award.
- 24.4 An Employee is entitled to only one Show day in any one year.

25.0 Annual Leave

- 25.1 Four (4) weeks annual leave applies for each completed year of service for Employees of the Company.
- 25.2 Annual Leave loading is paid at a rate of 17.5% when leave is taken. This loading does not apply to proportionate leave on termination.
- 25.3 Where an Employee makes a request to the Company to take accrued annual leave, he/she must provide the Company with at least four (4) weeks notice prior to the intended date of such leave taking place, other than in cases of emergency.
- 25.4 The Company usually closes down for a specified period during the Christmas season and Employees are to be given four (4) weeks notice of actual closure dates.
- 25.5 If an Employee has less than twelve (12) months service, annual leave entitlements are paid on a pro-rata basis.

26.0 Electronic Transfer of Wages

- 26.1 Wages are paid by electronic transfer to an account with a recognised financial institution nominated by the Employee when starting employment. An additional account may be nominated by the Employee to allow wages to be paid into a total of two separate accounts.
- 26.2 Wages are paid on a weekly basis no later than the day specified by the Company. Waiting time is not payable where an Employee is kept waiting for money due to circumstances beyond the control of the Company.

27.0 Wages and Allowances

- 27.1 Skills Matrix - The wage rates and allowances to be paid under this Agreement are in substitution for all wage and allowance entitlements otherwise applicable under the Parent Awards. Wage rate classifications are in accordance with the Skills Matrix included in Appendix A.
- 27.2 Wages - The wages rates and increases as set out in Appendix B - Table 1 & Table 2, apply from the first pay period commencing after registration of this Agreement.
- 27.3 Weekly Pay Period ends midnight Sunday.
- 27.4 Apprentices are paid wages and allowances in accordance with Appendix D.

28.0 Superannuation

- 28.1 The Company contributes 9% or \$50 per week (whichever is the greater) of ordinary time earnings into C+BUS. This amount becomes 9% or \$90 (whichever is the greater) per week on Major Projects as defined in clause 3. "Ordinary time earnings" means the actual rate of pay the Employee receives for ordinary hours of work or when on paid leave and includes:
 - (a) Hourly rate for the Employee's classification;
 - (b) Fares allowance;
 - (c) Shift loading;
 - (d) Casual loading;
 - (e) Company productivity / site allowances (the 9% applies for 8 hours payment for Monday to Friday where worked or on paid leave);
 - (f) Workers Compensation top-up payments where work is performed; and
 - (g) Any other allowances or loadings prescribed by the relevant legislation.
- 28.2 "Ordinary time earnings" excludes:
 - (a) Overtime;
 - (b) Expense related allowances;
 - (c) Annual leave loading,
 - (d) Accrued annual leave, long service leave and sick leave paid as a lump sum on termination;
 - (e) Top-up payments when serving on jury duty or reserve forces service;
 - (f) Workers Compensation top-up payments where work is not performed; and
 - (g) Any other allowances or loadings prescribed by the relevant legislation.
- 28.3 The 9% increases in accordance with the Superannuation Guarantee rate if it is increased by legislation.

28.4 Employees are entitled to 'salary sacrifice' for additional Superannuation benefits in accordance with Australian Tax Office requirements. Salary Sacrifice arrangements must be in writing and recorded prior to implementation.

29.0 Redundancy

29.1 Redundancy or redundant means the termination or cessation of employment of an Employee for any reason, excluding summary dismissal for serious and wilful misconduct.

29.2 In respect of redundancy benefits:

(a) The Company agrees to make redundancy contributions of:

- (i) \$40 per week on other than Major Projects; and
- (ii) \$65.00 per week on Major Projects (as defined in clause 3),

in respect of Employees covered by this Agreement to the Australian Construction Industry Redundancy Trust (ACIRT) or the Mechanical Electrical Redundancy Trust (MERT).

(b) The entitlement for apprentices is in accordance with Appendix E of this Agreement.

(c) The contributions are paid monthly into ACIRT or MERT in accordance with the requirements of the Trust Fund.

(d) Employees are entitled to a redundancy benefit for each week of service with the Company being the greatest of the following amounts:

- (i) the amount payable by the Company or ACIRT/MERT in accordance with this Agreement; or
- (ii) the amount prescribed by the Parent Award.

(e) Where there is a higher entitlement under (d) (ii) of this clause the Employee is to be paid direct this entitlement minus the balance that has already been paid into ACIRT or MERT by the Company for this period of employment.

30.0 Productivity Payment

30.1 Productivity allowance payments apply as follows:

Civil Engineering Project (Award Project Value)	Amount \$ Per Hour Outside the Sydney Metropolitan Area
Projects less than \$6 million	Nil
Projects \$6 up to \$40 million	\$0.80/hr
Projects more than \$40 million	\$1.20/hr

30.2 The productivity allowance set out in the table above is a flat hourly payment that applies to all hours actually worked in the field, in recognition of improved productivity performance arising from successful operation of this Agreement. This allowance is also in lieu of the special rates clauses identified in the Parent Awards and in lieu of any project allowance.

30.3 Employees may elect the option of contributing all of their productivity allowance into C+BUS. This option is to be for 100% of the productivity allowance and must remain for a period of not less than six (6) months.

- 30.4 The Parties agree that the Employee, who elects to have their productivity allowance payment paid into C+BUS, is wholly responsible for the remittance of appropriate taxation.

31.0 Travel Allowance

31.1 Allowance

- (a) A net amount of \$15.00 is to be paid for each day of attendance at work to compensate Employees for excess fares and travelling to and from their place of work in their own vehicle where they are required to carry tools and/or oils and greases.
- (b) Employees are responsible for maintaining the appropriate records to facilitate the applicable tax deduction for such use of their vehicle.
- (c) Employees are responsible for advising their supervisor of the loss of their licence.

31.2 Excess Kilometres

Where an Employee's place of work is at a construction site located more than 50 klms (75 klms on Major Projects as defined in Clause 3) from the Company depot by the nearest practicable route and the Employee is required to provide maintain and drive their own vehicle he/she is to be paid an amount of \$0.75 per klm in excess of such 50klms (75 klms on Major Projects as defined in Clause 3) from the depot.

31.3 Provision of Transport

The above stated allowance is not payable if the Company provides, or offers to provide, a Company vehicle or transport free of charge to Employees to travel to and from their place of work. The allowance does not apply when an Employee reports to a fixed establishment or place of work not being a construction site unless the Employee provides a vehicle and is available for transfer to a construction site under the conditions of clause 31.1.

32.0 Living Away from Home

- 32.1 An Employee is entitled to the provisions of this clause when required by the Company to work on a job on a job or construction work at such a distance from his usual place of residence (as declared on the employment application form) that he/she cannot reasonably return to that place each night. The parties acknowledge that Employees will not be financially disadvantaged but the Company's competitiveness, utilisation of its existing workforce and commitment to the use of local labour are determining factors in the implementation of this clause.

- 32.2 The Employee must provide a declaration on the appropriate form that:

- (a) he/she maintains a usual place of residence and the address thereof,
- (b) he/she was required to live away from his/her usual place of residence,
- (c) the address at which he/she actually resided while living away from home.

- 32.3 Where an Employee qualifies under clause 32.1 and 32.2 above, the Company is to pay an amount based on either;

- (a) when accommodation costs in a particular area are agreed to be excessive the Company is to pay the actual amount incurred on accommodation, either directly or by reimbursement to the Employee, and a food component as prescribed in clause 32.3(b)(ii); or

- (b) an allowance of \$364.90 per week of seven (7) days made up of two elements:
 - (i) Rent of \$237.00 per week assessed on a market basis to cover the cost of accommodation, and
 - (ii) A food component of \$127.90, which is made up of a reasonable amount of food for a person per week (\$177.90), less an amount for normal food expenditure (\$50.00).

32.4 An Employee who qualifies under clauses 32.1 and 32.2 is to be paid at ordinary rates of pay for the time spent travelling from the usual place of residence to the distant job. Where an Employee is required to use their own vehicle they are to be paid a kilometre allowance of \$0.75 for each kilometre beyond 50 klms (75 klms on a Major Project as defined in clause 3) each way from the office of employment to the site.

33.0 Income-Protection Insurance

- 33.1 The Company agrees to take out Top-Up Workers Compensation Insurance and a 24-Hour Accident Insurance Policy for Employees covered by this Agreement, where the cost to the Company for this policy or policies does not exceed \$60.00 per month per Employee for the duration of this Agreement.
- 33.2 If the insurance provider refuses to cover a particular claim and the claim is not paid, the Company is not liable for such claim.

34.0 Sick Leave

All Employees are entitled to Personal Leave, including sick leave in accordance with the Parent Award(s).

35.0 Long Service Leave

All Employees are to be enrolled in the Building Industry Long Service Leave Corporation if not already enrolled on commencement of employment.

36.0 Alcohol and Other Drugs

- 36.1 The Parties agree that in accordance with the Company's Alcohol & Other Drugs Policy (OP23), no one is allowed to enter or work on the Company's work sites if that person is under the influence of alcohol or some other drug.
- 36.2 The Company encourages employees to voluntary self-test for alcohol prior to the commencement of their shift or immediately on their arrival at the Project. The Company provides facilities for voluntary self-testing for alcohol and testing is carried out in accordance with the Alcohol & Other Drugs Policy (OP23), which employees can access through their Supervisor.
- 36.3 If there reasonable belief that an Employee is under the influence of alcohol or some other drug, the matter is to be reported to Management who are to review the matter and may direct the Employee to stop work and leave the work site for that shift. The Employee does not receive payment for the remaining hours of that shift.
- 36.4 The affected person may rest in the site shed under appropriate supervision while appropriate arrangements for leaving the work site are made.
- 36.5 Where an employee has been directed to leave site, the affected Employee is to attend a counselling/disciplinary interview at the start of the next shift. The interview is to be carried out in accordance with the following steps. This process also applies in situations where an Employee has not been directed to leave site under clause 36.3, but where his/her work performance or safety

behaviour has been or is suspected of being impaired by alcohol or some other drug the following steps are to be implemented:

Step 1 - Interview the Employee and make clear the details of the unsatisfactory work performance and the standard of performance required. The Employee should be asked whether there are any workplace factors contributing to the problem and an offer made to arrange for professional and confidential counselling.

Organise confidential counselling by contacting a nominated doctor or treatment agency and arranging an appointment. (Pre-arrangement should be made with a doctor or treatment agency close to the work site). Once the Employee has been referred, the Company does not interfere or talk to the referral agency without the Employee's permission.

Make arrangements with the Employee as when he/she is to return to a satisfactory level of performance.

Step 2 - If problems persist a second interview is to be arranged and the Employee advised that further instances of unsatisfactory performance lead to dismissal if the problem is not rectified.

If the Employee has not taken the initial offer of professional and confidential assistance the offer is to be made available again in a final effort to correct the situation.

Step 3 - If problems persist suitable disciplinary action up to and including termination is to be instigated.

36.6 Union representatives may attend any or all of the above interviews if the Employee requests for them to do so.

36.7 Consumption of alcohol on site during work hours is not permitted. Failure to observe this requirement constitutes serious and wilful misconduct and the Employee(s) face summary dismissal.

37.0 Non Smoking

37.1 In the interests of occupational health and safety, Company site crib sheds, administration offices, Company vehicles, machinery and equipment with enclosed operator cabins are designated non-smoking areas.

37.2 Non-smoking areas are to be identified by the appropriate prohibition symbol.

38.0 Protective Clothing

38.1 All Employees are to be supplied with:

- (a) Hard Hat;
- (b) Ear Plugs / Muffs
- (c) Safety Gloves
- (d) Safety Vest
- (e) Safety Boots
- (f) 30+ Sunscreen Lotion
- (g) Protective Eye Wear that meets AS 1337

- (h) Suitable Hard Hat attachments
 - (i) Wide Brimmed Hat
 - (j) High Visibility Long Sleeve Shirts (5)
- 38.2 Where economical and reasonably practical Australian made protective clothing is provided.
- 38.3 The Company is to replace any item (on a one for one) on a normal wear and tear basis.
- 38.4 An Employee must, while at work on any day, have with them, or access to, all safety gear items for the work to be performed by the Employee on that day.
- 38.5 It is a condition of employment that where an Employee who has been issued with the required protective safety equipment, is found not to be wearing/ using same on the job then the Counselling and Disciplinary Procedure in clause 17 applies.
- 38.6 Casual Employees receive the Protective Clothing issue on commencement but only receive the issue of company uniforms if they become full-time employees.

39.0 Company Uniforms

- 39.1 Each full-time Employee is provided with the following Company uniforms, which must be worn whilst at work:
- (a) an agreed winter jacket; and
 - (b) three (3) Company embroidered long trousers (replaced on a fair wear and tear basis).
- 39.2 Where economical and reasonably practical Australian made Company uniforms are to be provided.
- 39.3 Where a full-time Employee's employment ends prior to completion of their probationary period, the value of the company uniform issue is deducted, on a proportionate weekly basis for the time worked, from their termination payments.

40.0 Demarcation Disputes

- 40.1 In the event that a demarcation dispute arises over union coverage there is to be no disruption or stoppage of work and the matter is to be promptly resolved:
- (a) between the affected Unions; and if unresolved,
 - (b) by referral to the Industrial Relations Commission of NSW for determination in accordance with the constitutional coverage of the unions involved.
- 40.2 Notwithstanding anything in this clause, work is to continue in the manner it was performed prior to the dispute and unaffected by the dispute until the dispute is resolved.

41.0 Dispute Prevention and Settlement

- 41.1 The Parties agree that where a dispute arises they must attempt to resolve the dispute as quickly as possible and continue to work without disruption while the dispute is being resolved. No party is to be prejudiced as to final settlement of the dispute by the continuance of work under the dispute settlement procedures in this Agreement.
- 41.2 The Parties are committed to creating a harmonious workplace based upon sound leadership, consultation and co-operation. To promote the harmonious workplace, it is agreed that the following

procedure applies to assist the Parties promptly resolve issues without recourse to industrial action, bans or limitations.

Step 1 - In the first instance, the Employee(s) is to raise any grievances with their immediate Company supervisor and attempt to resolve the matter. If unresolved;

Step 2 - the Parties identified in Step 1 must refer the dispute to senior site management resolution. If unresolved;

Step 3 - Management is to confer with the relevant accredited Union(s) representative(s) on ways to resolve the dispute. If unresolved;

Step 4 - The matter is to be referred to the industrial Relations Commission of NSW for determination by conciliation and, as matter of last resort, arbitration.

41.3 The signatory union and unions with constitutional coverage may represent the Employee(s) at any stage of the dispute settlement procedure.

41.4 Work is to continue without recourse to any form of industrial action including bans, limitations or stoppages of work, whilst the matter is being resolved in accordance with the Disputes procedure.

41.5 The Parties acknowledge the value of open communication and mutual respect when resolving disputes and apply both during dispute resolution. When dealing with grievances employee, management and union representatives are to:

Actively listen to the views of the other Parties.

Treat all involved people with common decency and respect.

Avoid giving ultimatums.

41.6 Safety issues are to be isolated from industrial matters and safety issue or dispute must be dealt with in accordance with clause 12.

42.0 Trade Union Right of Entry & Representation

42.1 Union officials agree to comply with all legislative requirements to produce their right of entry permits, if required and observe the provisions of this Agreement and OHS obligations for entry to site.

42.2 Subject to all legislative requirements, Union officials with the appropriate credentials and constitutional coverage are entitled to inspect all Company wage records and related documentation necessary to establish proper application of this Agreement and observance of statutory obligations.

42.3 The Parties acknowledge the right of Employees to be represented by a union with constitutional coverage of the work on the project.

42.4 In this clause the expression "Union delegate" means a Union member who is an Employee engaged to work on the Project and who is elected by the Employees to represent them, and the Company has been formally advised of his/her election to the role of Delegate. A Union delegate;

(a) has the right to approach or be approached by any Employee of the Company to discuss industrial matters during normal working hours; and

(b) is allowed reasonable time during working hours to attend to matters affecting Employees whom they represent.

- 42.5 In order to assist the Union delegate to effectively discharge their duties and responsibilities the Company will provide reasonable support and facilities as appropriate to the project size and required duties.
- 42.6 The Company supports the development of properly elected union delegates to carry out their role effectively and in the best interests of maintaining a harmonious employee relations environment, and the effective implementation of this Agreement. The Company agrees to provide a maximum of two delegates access to up to three (3) days each per year of Trade Union Training arranged by the Union signatory to this Agreement, where the Company has been provided with a least two weeks prior notice of the training and a description of the course content and learning outcomes. Delegates attending such training are to be paid their ordinary time earnings (base rate and productivity allowance, if applicable).

43.0 No Extra Claims

The Employees and the Union Parties to this Agreement agree not make any extra claims for any increases in rates of pay, allowances or any other conditions of employment during the term of this Agreement, whether these claims relate to conditions of employment contained in this Agreement or otherwise.

44.0 Anti Discrimination, EEO & Sexual Harassment

- 44.1 The Company is committed to complying with its obligations under anti-discrimination legislation and in endeavouring to prevent unlawful discrimination and harassment at the workplace.
- 44.2 The Parties have a legal obligation to comply with sex discrimination and anti-discrimination legislation. The Company requires that that all Employees comply with the policies in place in connection with that legislation, including those dealing with unlawful harassment and discrimination at the workplace.

45.0 Immigration Compliance

The Company recognises its obligations in respect of compliance with Australian Immigration laws and will ensure that all prospective employees have the right to work in Australia.

46.0 Contractors & on Site Register

- 46.1 The Parties recognise the Company may need to engage contractors to complete the project work being undertaken. The Company may engage contractors at its discretion to best suit the needs of any project. The following practices are not permitted on any Works Infrastructure Project:
- (a) pyramid subcontracting;
 - (b) "all-in" payments; or
 - (c) cash in hand payments.
- 46.2 The Company is to maintain an on-site register detailing the registered business name and contact details of any contractors or sub-contractors working on-site and the names and classification of their employees working on site.

47.0 Parties Signatures

This Agreement is made at Newcastle on the 17 January 2005.

Signed on behalf of

Witness - Signature

Works Infrastructure Pty Ltd

Print Name

Signed on behalf of the
Australian Workers Union Newcastle Branch

Print Name

Witness - Print Name

Witness - Signature

Witness - Print name

APPENDIX A

SKILLS MATRIX

CCW1	General Labourer, Chainperson, Soil Laboratory Labourer, Stores Assistant, Survey Assistant, Traffic Controller, Railway Labourer (Labouring, Re-Sleeping, Ballasting, Pipe Labourer, Trench Labourer, Fitter, Cable Pulling Labourer, Concretor Labourer, Labourer erecting stanchions for overhead wiring).
CCW2	Team Leader, Steel Fixer, Float Hand, Scaffolder, Concrete Gang, Paving Stringliner, Earthworks Heavy Plant Spotter, Earthworks Trim Grade Checker, Traffic Controller - Accredited. Rail Construction & Maintenance Worker (use of general rail tools, rail saws, grinders, sleeper drill, oxy acetylene equipment, Welders Offsider, Truck Driver, Forklift Driver.
CCW3	Service People, Rigger, Dogman, Shotcrete Crew, Crane Operator up to and including 5 Tonnes, Survey Instrument Hand, Roller Operator under 12 Tonne. Rail Construction & Maintenance Worker (Rail Welder, Tracklayer Gantry Operator, Backhoe Operator, Pettibone Operator, Assistant Tamer Operator, Ballast Regulator Operator, Experienced Pipelayer or Joiner, Concrete Finisher, Dogman, FEL Operator, Excavator Operator).
CCW4	All Tradespersons, Concrete Line Pump Operator, Rail Construction & Maintenance Worker -Multi-skilled [i.e. 3 years experience and competent in 3 or more CCW3 - Rail Construction & Maintenance Worker skill areas], Ballast Regulator Operator).
CCW5	Operators of: (Group B) Tractor operator up to but not exceeding 48kw (65bhp), Skid steer tractor up to but not exceeding 48kw (65bhp), Road roller over 12 tonne, Dumper / water cart not exceeding 40 tonnes, mobile concrete boom pump, shotcrete operator, mobile crane-up to and including 20tonne, operator - other crane over 5 tonne, Texture Curer, Material Transfer Placer, Forklift not exceeding 48kw, Concrete paving spreader. Rail Construction & Maintenance Worker (Tamper Operator, Tracklayer Operator, Ballast Cleaner Operator, Dynamic Track Stabiliser Operator, Crane Driver 10-20 tonne).
CCW6	Fitter/plant mechanic (Group C, D, E) Operators of: Mobile crane - 21 tonne not exceeding 60 tonnes, Tractor Operator from 48kw up to but not exceeding 370kw, Loader Operator - front end and overhead from 48kw up to but not exceeding 370kw incl. 960, 966, 980, Excavator operator not exceeding 3 cubic metres, Dumper / water cart over 40 tonnes but not exceeding 100 tonnes, Grader or Compactor Operator from 48kw, Skid steer tractor from 48kw, Forklift operator from 48kw but not exceeding 220kw, Compactor 815, 825, Paver, Pugmill, Graders – 140, 143, 14, 16.
CCW7	Operators of: (Group F, G) Tractor from 370kw up to but not exceeding 450kw incl. scraper 651/dozer D10N, Excavator from 3.0 cubic metres, Loader - front end and overhead from 370kw up to but not exceeding 450kw, batch plant operator, Mobile crane - 61 tonne not exceeding 100 tonne, scraper 651.
CCW8	Operators of: (Group H)

Final Trim Grader Operator Tractor operator from 450kw incl. dozer D1 1, D10-84W, 475 / Scraper 637
--

APPENDIX 'B

WAGE RATE TABLE 1

Projects - Less than \$40 million

CLASSIFICATION		Rate From	Rate From	Rate From	Rate From	Rate From	Rate From
		1 Sept 04	1 Mar 05	1 Sept 05	1 Mar 06	1 Sept 06	1 Mar 07
CCW1		\$16.39	\$16.72	\$17.05	\$17.39	\$17.74	\$18.09
CCW2		\$16.74	\$17.07	\$17.41	\$17.76	\$18.12	\$18.48
CCW3		\$17.46	\$17.81	\$18.17	\$18.53	\$18.90	\$19.28
CCW4#		\$18.48	\$18.85	\$19.23	\$19.61	\$20.00	\$20.40
CCW5#		\$18.70	\$19.07	\$19.45	\$19.84	\$20.24	\$20.64
CCW6		\$19.54	\$19.93	\$20.33	\$20.74	\$21.15	\$21.57
CCW7		\$20.30	\$20.78	\$21.20	\$21.62	\$22.48	\$22.93
CCW8		\$21.63	\$22.06	\$22.50	\$22.95	\$23.41	\$23.88

Includes Tool Allowance

APPENDIX B

WAGE RATE TABLE 2

Major Projects - more than \$40 million Project Award value (as defined in Clause 3)

CLASSIFICATION		RATE
		From 1 July 2004
CCW1	92%	\$19.09
CCW2	95%	\$19.93
CCW3	97.5%	\$20.75
CCW4#	100%	\$21.49
CCW5#	105%	\$22.56
CCW6	110%	\$23.62
CCW7	115%	\$24.70
CCW8	120%	\$25.75

Includes Tool Allowance

Redundancy - The Company contributes on behalf of each Employee \$65.00 per week paid into the ACIRT or MERT redundancy trust on a daily [Mon-Fri] pro-rata basis.

Casual Employees on daily hire to which clause 13.3 does not apply have a pro-rata daily contribution [based on Monday to Friday] of \$13.00 per day paid.

Superannuation - The Company contributes on behalf of each Employee \$90.00 per week paid into an agreed superannuation fund trust on a daily [Mon-Fri] pro-rata basis. Should the Superannuation Guarantee Contribution exceed this amount, then the greater contribution is to apply.

Productivity Allowance - The Company pays a productivity allowance in accordance with clause 30.

APPENDIX C

RDO & LEISURE DAYS CALENDAR

RDO & LEISURE TIME CALENDAR 2005

This calendar has been designed cover both the 38 hour and 36 hour week situation provided for under this Agreement. Where a 36 hour week applies in accordance with clause 18.2, workers may elect to use their extra 0.4 daily accruals so as to maximise payment for the No Work Saturdays where possible. The calendar also applies in regard to the 38hour week subject to clause 18.1(d), which provides that there is no entitlement to payment for No Work Saturdays unless credits have been accrued toward these days under clause 18.2 – 36 hour week.

DAY	DATE	TYPE OF LEAVE
Monday	January 3	New Year's Day Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	Single Paid Leisure Day / RDO
Friday	January 28	RDO
Monday	February 28	RDO
Friday	March 25	Good Friday Public Holiday
Saturday	March 26	No Work Double Time Paid Saturday RDO
Sunday	March 27	No Work Sunday (Unpaid)
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO
Saturday	April 23	No Work Double Time Paid Saturday RDO
Sunday	April 24	No Work Sunday (Unpaid)
Monday	April 25	ANZAC Day Public Holiday
Tuesday	April 26	RDO
Monday	May 23	RDO
Saturday	June 11	No Work Double Time Paid Saturday RDO
Sunday	June 12	No Work Sunday (Unpaid)
Monday	June 13	Queens Birthday Public Holiday
Tuesday	June 14	RDO
Monday	July 18	RDO
Monday	August 15	RDO
Monday	August 29	Single Paid Leisure Day / RDO
Monday	September 12	RDO
Monday	September 26	Single Paid Leisure Day / RDO
Saturday	October 1	No Work Double Time Paid Saturday RDO
Sunday	October 2	No Work Sunday (Unpaid)
Monday	October 3	Labour Day Public Holiday
Tuesday	October 4	RDO
Monday	November 7	RDO
Saturday	December 3	No Work Double Time Paid Saturday RDO
Sunday	December 4	No Work Sunday (Unpaid)
Monday	December 5	No Work Picnic Day (Paid)
Tuesday	December 6	RDO
Friday	December 23	RDO
Saturday	December 24	No Work Saturday (Unpaid)
Sunday	December 25	No Work Sunday (Unpaid)
Monday	December 26	Christmas Day Paid Public Holiday
Tuesday	December 27	Boxing Day Public Holiday

APPENDIX 'D'

APPRENTICES

The Company agrees to maintain, where the Company undertakes trade work, an appropriate ratio of apprentices to tradespeople. Generally this ratio is not less than one (1) apprentice for each 5 tradespersons where practicable.

Apprentices engaged directly by the Company or via a group apprenticeship scheme are paid in accordance with the following percentages (%) of the CW4 rate noted in Appendix B of this Agreement.

* Year 1	50%
* Year 2	60%
* Year 3	75%
* Year 4	90%

Apprentices have an entitlement to the following additional benefits:

Company Productivity Allowance

Apprentices receive the full Company productivity allowance in accordance with this Agreement, except that such allowances are not be paid for off-site training days.

Superannuation

The Company agrees to contribute the greater of \$45.00 or 9% of ordinary time earnings, (greater if required by legislation) into C+BUS. "Ordinary time earnings" is as specified in clause 20 of this Agreement.

Redundancy

The Company agrees to pay \$31.00 per week for all apprentices, paid into the Australian Construction Industry Redundancy Trust. This rate is fixed for the full term of this Agreement.

Fares Allowance

As prescribed in this Agreement.