

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/224

**TITLE: Geoffrey Stewart Constructions Pty Ltd, Australian Workers
Union/Enterprise Agreement 2005**

I.R.C. NO: IRC5/3668

DATE APPROVED/COMMENCEMENT: 3 August 2005 / 3 August 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/234.

GAZETTAL REFERENCE: 9 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 14

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Geoffrey Stewart Constructions Pty Ltd, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award; Metal, Engineering and Associated Industries (State) Award; Plant, &c., Operators on Construction (State) Award; Quarrying Industry (State) Award, and the Transport Industry - Waste Collection and Recycling (State) Award.

PARTIES: Geoffrey Stewart Constructions Pty Ltd -&- The Australian Workers' Union, New South Wales

GEOFFREY STEWART CONSTRUCTIONS PTY LTD AUSTRALIAN WORKERS UNION ENTERPRISE AGREEMENT 2005

INDEX

Clause No.	Subject Matter
1.	Title of Agreement
2.	Application
3.	Definition
4.	Term of Agreement
5.	Objective
6.	Consultative Committee
7.	Contract of Employment
8.	Productivity and Multi-skilling
9.	Training
10.	Occupational Health and Safety
11.	Hours of Work - Day Workers
12.	Rest Period after Overtime Duty
13.	Week-end work
14.	Call Outs - Day Workers
15.	Meal Allowance
16.	Inclement Weather
17.	Annual Leave
18.	Wages and Conditions
19.	Superannuation
20.	Redundancy
21.	Productivity
22.	Long Service
23.	Protective Clothing
24.	Demarcation Disputes
25.	Prevention and Settlement of Disputes
26.	Union Recognition and Union Membership
27.	Sick Leave
28.	Sub contractors
29.	Job Representatives
30.	Picnic Day
31.	Meal, Crib and Tea Breaks
32.	Travel Allowance
33.	Income Protection Insurance
34.	Anti-Discrimination
35.	No Extra Claims
36.	Alcohol and Other Drugs
37.	Parties Signatures

Attachment 1: Classification Structure

Attachment 2: Table of Wage Rates

1. Title of Agreement

This Agreement shall be known as the "GEOFFREY STEWART CONSTRUCTIONS Pty Ltd, AUSTRALIAN WORKERS UNION / Enterprise Agreement 2005.

The Parties to the Agreement are Geoffrey Stewart Construction, its employees and the Australian Workers Union.

2. Application

- (a) This agreement shall apply to all employees of the company.
- (b) Notwithstanding (a) above, shall not apply to projects covered by project specific agreements to which the AWU is a party.
- (c) The agreement shall apply to the extent of the scope of the relevant awards, and shall be read and interpreted wholly in conjunction with the relevant awards.
- (d) Where any inconsistency exists between this agreement and the awards, this agreement shall prevail to the extent of the inconsistency.
- (e) The term of this agreement may be varied by agreement between the parties and such variation shall take effect only if approved by the Commission.

3. Definitions

"Agreement" means the Geoffrey Stewart Constructions Pty Ltd and AWU Enterprise Agreement 2005.

"Relevant Award" means the Award an employee would have been employed under prior to the operation of this agreement in accordance with custom and practice. That is the NSW General Construction and Maintenance Civil and Mechanical Engineering (State) Award, Metal and Engineering Industry (NSW) Award, the Plant Operators on Civil Construction (NSW) State Award, the Quarry Industry (State) Award and the Transport Industry - Waste Collection and Recycling (State) Award.

"Company" - means Geoffrey Stewart Constructions Pty Ltd.

"Management" - means staff persons engaged by the company in a supervision or management capacity.

"Employees" - means persons engaged on wages by the company excluding salaried staff.

"Union" - means the Australian Workers Union.

4. Term of Agreement

This Agreement shall operate from the date of registration and shall continue in force for three years from that date. The parties agree to commence negotiation for a new agreement no later than three months prior to the expiry of this agreement.

5. Objectives

The Australian Workers Union and the Company recognise that the industry is a highly competitive industry.

Therefore, the parties through this agreement are committed to the following:

developing innovative, flexible and responsive workforce/management practices;

increased workforce productivity;

the effective marketing, planning and execution of building and/or construction projects and the supply of quarry products in co-operation with the AWU;

developing co-operative agreement for the purpose of providing the owner community with a highly qualified and competitive option that will produce expanded work opportunities and economic benefits for both the company and the members of the AWU;

improved security of employment;

the provision of safe working areas and systems of work and the provision of appropriate occupational health and safety training for both management and employees;

developing and maintaining a workforce that is highly skilled, flexible and motivated;

developing a workplace culture of co-operation, consultation, participation, trust and teamwork;

the enhancement of employee's skills through the provision of competency based training.

6. Consultative Committee

- (a) The parties agree that a consultative committee shall be established.
- (b) The role of the consultative committee shall be to make recommendations to management on the following matters:

to monitor the implication and on-going operation of this agreement, and to seek remedies where the objectives of the agreement are not being met;

to develop and monitor key productivity improvements, and to measure the effectiveness of those initiatives;

to monitor the implication of training measures the purpose of which will be to advance the concept of continuous workplace training and skills enhancement; and

to ensure effective compliance with the Grievance/Disputes Procedure by all parties.

The Committee shall consist of an equal number of the employer and employee representatives.

The committee may, as far as is reasonable, call on persons and experts to attend the Committee and to advise it on specifics of concern to the Committee.

The employee representation is to be elected by the wage earning staff.

7. Contract of Employment

- (a) Weekly employment
 - (i) Except as provided in subclause (b) hereof employment shall be by the week. An employee not specifically engaged as a casual shall be deemed to be employed by the week.
 - (ii) All new weekly employees will be engaged on a probationary period not exceeding three months. During this period the employee's performance will be monitored and the employee will be advised regularly of their performance outcomes. Continuation of employment will be contingent upon the employee obtaining an acceptable standard of performance.
- (b) Casual employment
 - (i) A casual employee shall be engaged on an hourly basis. The casual employee's contract of employment finishes at the end of each day of work.
 - (ii) A casual employee shall be paid the rate of pay according to his employment classification as defined in attachment A plus 15% to compensate for the non-payment of sick leave, public holidays and the insecure nature of the employment. In respect to ordinary time worked a further 1/12 shall be paid to compensate for the non-payment of annual leave.
 - (iii) Ordinary hours for a casual employee shall be those set out in Clause 11. All work performed outside the ordinary hours shall be paid at the appropriate overtime rate as per Clause 12.

- (iv) Termination of casual employment can be made by either the employer or employee by giving one hours notice.
 - (v) The company will not engage persons on a casual basis for a period of more than 3 months continuous service.
- (c) Project Employee
- (i) Project Employee's will be required from time to time to meet the requirements of the Company.
 - (ii) Upon employment, project employees will be advised of the starting date and the cessation date of their employment, which is dependent on project requirements.
 - (iii) The project employee will receive all entitlements due to a weekly hire employee on a pro-rata basis.

8. Productivity/Multi-Skilling

It is agreed that for a project to achieve productivity and efficiency gains multi skilling will occur. Multi skilling performed by individuals shall be subject to employee capability and training.

9. Training

- (a) The employee OHS representatives will be given paid leave to attend OHS training in accordance with the Work Cover directives.
- (b) The parties will provide genuine commitment to training and education to improve site workforce skills. Training will be relevant and delivered during toolbox meetings or training programs, predominantly on site. All on site training will be at ordinary time. The consultative committee will assist in identifying group training needs and put forward recommendations to the management regarding relevant training.

10. Occupational Health and Safety

- (i) The company shall institute procedures for collecting information on the nature of hazards and incidence of injury which includes:
 - (a) An internal system for reporting, recording and investigation of incidents, injures and illness;
 - (b) The routine analysis of injury/illness/incident, and
 - (c) The routine reporting on OHS performance indicators.
- (ii) A system of regular workplace inspections and regular hazard audits of work areas and work practices, which include reference to relevant legislation, standards and codes of practices, shall be instituted at the workplace. These will be carried out with the involvement of the OHS representatives.
- (iii) Records of workplace inspections shall be maintained by the company and made available to the OH&S Committee.
- (iv) A scheduled program were by the requirements of relevant OH&S legislation, standards and codes of practice shall be maintained by the OH&S Committee.
- (v) The company shall take prompt action to deal with any health an safety problems.

11. Hours of Work -Day Workers

Ordinary Hours

- (a) Subject to the provisions of this clause, the ordinary hours of work for day workers shall be 38 per week and shall be worked between 7.00a.m. and 6.00p.m. Monday to Friday inclusive. Ordinary hours will be no more than 8 hours per day.

Rostered Days Off

- (b) The ordinary hours shall be worked within a four week cycle of nineteen working days each eight hours and one rostered day off. 0.4 of an hour of each day workers during a cycle each day worked during a cycle shall accrue as an entitlement to take the fourth Monday as a rostered day off which shall be paid for as though worked.

Alternative RDO

- (c) By agreement in writing between an the company and his employees an alternative working day in the cycle may be substituted for the fourth Monday as the rostered day off, and where such agreement is reached, all provisions of the award shall apply as if the substituted day were the prescribed fourth Monday. A one week notice period is to be given by either parties to change an agreed RDO arrangement.

Special Circumstances

- (d) Where special circumstances exists and where the union and the company agree that it is not practicable for the forgoing four week cycle to operate, agreement may be reached between the union and the employer on such other method of arranging working hours so that the average ordinary hours worked in any one week do not exceed 38.

RDO falling on a public holiday

- (e) Where the fourth Monday or agreed rostered day off falls on a public holiday prescribed by the award, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four week cycle or the next is agreed in writing between the company and his employees.

Programming of RDO's

- (f) Programming of RDO's for the following year will be referred to the Consultative Committee on a regular basis.

Banking of RDO's

- (g) By agreement between the company and an employee, up to five rostered days off may be accumulated by that employee in any one year (January to December) and taken later in the year in not more that two groups of days at a mutually agreed time or times.

Paid Leave

- (h) Each day of paid leave taken and any public holiday occurring during any four week cycle shall be regarded as a day worked for accrual purposes.

Pro rata accrued entitlements

- (i) An employee who has not worked or is not regarded by reason of subclause (h) hereof as having worked a complete four week cycle shall receive pro rata accrued entitlements shall be payable for the rostered day off or, in the case of termination of employment, on such termination.

Work on a RDO

- (j) The rostered day off prescribed by this clause shall be taken as a paid day off. Provided that the day may be worked where that is required by the company and such work is necessary to allow other employees to be employed productively or to carry out-of-hours maintenance or because of unforeseen or

emergency circumstances on a project. In such cases the employee shall, in addition to his accrued entitlements, be paid at overtime rates for all work performed on the rostered day off. This will only apply if the RDO notice period has not been adhered to. (refer subparagraph "C").

Early Start

- (k) Where it is agreed between the company, the employees concerned and the union, the working day may begin at 6.00a.m. or at any other time between 6.00a.m. and 7.00a.m. and the ordinary hours shall then begin to run from the time so agreed, with a consequential adjustment to the meal cessation period.

12. Overtime

- (a) Any time worked outside ordinary hours, as specified in Clause 11(a), will be overtime.
- (b) Overtime will be paid at the rate of time and one half for the first two hours and double time thereafter.
- (c) Work performed on a Saturday shall be paid at time and one half for the first two hours and double time thereafter, provided that all work after 12 noon on Saturday shall be paid at double time.
- (d) Double time shall be paid for all work performed on a Sunday and double time and one half shall be paid for all time worked on a public holiday.

13. Rest Period After Overtime Duty

- (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.
- (ii) An employee who works so much overtime between the termination of his ordinary work in one day and the commencement of his ordinary work in the next day so that he has not had at least ten consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of his employer, such an employee resumes or continues work without having had such ten consecutive hours off duty he shall be paid double rates until he is released from duty for such a period and shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay ordinary working time occurring during such absence.

14. Weekend Work

Weekend work will be paid in accordance with the penalty provisions of Clause 12 unless an employee has been called out in an emergency then a minimum of 4 hours will be paid at the afore mentioned rate plus the travel allowance .

15. Meal Allowance

An employee who is required to work in excess of two hours overtime after working ordinary hours shall be paid a meal allowance of \$10.20, or shall, at the option of the company, be provided with a suitable meal.

16. Inclement Weather

Definition - inclement weather

- (a) "Inclement weather" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, server dust storm, extreme of high temperature for the locality concerned, or the like, or any combination thereof) by virtue of which it is either not reasonable or not safe for workers exposed thereto to continue working whilst the same prevail.
- (b) For the purposes of this clause weather shall not be regarded as inclement unless the Consultative Committee deems it to be. This however does not negate an individual site workforce responsibility towards safety.

- (c) Except as provided in subclause (e) and (f) hereof, no employee shall be required to work exposed to inclement weather conditions. For the purposes of this subclause, an employee operating machinery fitted with a functional weatherproof cab shall not be deemed to be exposed to inclement weather.
- (d) There shall be no deduction of wages for any working time lost due to inclement weather.

Completion of concrete pours and emergency work

- (e)
 - (i) Except as provided in this subclause an employee shall not be required to work in the rain.
 - (ii) Employees shall not be required to start a concrete pour in inclement weather.
 - (iii) Where a concrete pour has been commenced prior to a period of inclement weather employees may be required to complete such concrete pour to a practical stage and for such work shall be paid at the rate of double time calculated to the next hour, and in the case of wet weather shall be provided with adequate wet weather gear.

If the employee's clothes become wet as a result of working in the rain during a concrete pour he shall, unless he has a change of dry working clothes available, be allowed to go home without loss of pay. If the supplied wet weather gear has not been used in this circumstance the employee will go home, for the afore mentioned change at his own expense and not be paid for the time lost to the employer.

- (iv) The provisions of paragraph (iii) hereof shall also apply in the case of emergency work where the employees concerned and their job representative agree that the work is of an emergency nature and can start and/or proceed.
- (f) Where it is necessary and safe for a spotter to work during a period of inclement weather thereby enabling mobile plant to continue operating, such spotter shall be entitled to the provisions of paragraph (e) (iii) hereof.

17. Annual Leave

Entitlement to annual leave should be in accordance with the Annual Leave Act.

18. Wages and Conditions

Wages shall be paid in accordance with the wages matrix set out in attachment 2.

Wages will be increased in 6 instalments occurring 6 monthly by 1.5%. This increase will be cumulative and shall be paid instead of any movements in award rates for the duration of this agreement. There will be no double counting of wage increases arising out of the award and this agreement. Increases will be calculated as from the effective date of this agreement.

19. Superannuation

The company will pay the Superannuation Guarantee charge of 9% of ordinary time earnings for each employee covered by this agreement and will increase the percentage of contribution pursuant to SGC requirements under Federal Law as may be required from time to time. This will be paid into the Superannuation Fund that is nominated by each employee. At the discretion of the company an employee may choose to nominate his/her productivity allowance, sick leave allowance and or any other over Award payment and Salary Sacrifice that money into their nominated fund.

20. Redundancy

The company will if necessary pay redundancy provisions as per the relevant Award.

By agreement with the company, if an employee has an account with a recognized Redundancy Trust Fund that employee may elect to have company bonuses and or other allowances paid into that Trust Fund as a salary sacrifice.

21. Productivity

The parties agree that the Company may make productivity payments to any employee or group of employees without any claim to flow productivity payments to other employees.

Productivity payments will be made at the sole discretion of the Company, after negotiations with any employee or group of employees whose work output can be clearly defined and measured and is conducive to the setting of targets.

22. Long Service

All employees are to be enrolled in the Building Industry Long Service Leave Corporation if not already enrolled.

23. Protective Clothing

The company shall provide all employees, free of charge, protective clothing, as follows:

- (a) Approved (AS) safety footwear appropriate to the classification of work being carried out.
- (b) All safety equipment as deemed necessary by the OH&S Act and or the Workcover Authority will be supplied by the company. For example:
 - (i) Hard hat
 - (ii) Visual vests
 - (iii) Safety Glasses
 - (iv) Wet weather gear
 - (v) Gloves
- (c) If a requirement to work in extreme weather conditions exists. For example:

Working in cold weather a Bluey Jacket or other apparel will be supplied.

Note: The issue of such apparel will be directed through consultation with the consultative committee.

24. Demarcation Disputes

It is agreed that demarcation disputes resolve in accordance with national demarcation agreements with the union involved. If the union involved in a demarcation dispute is not party to a national demarcation agreement then the dispute will be resolved in accordance with the Unions NSW demarcation dispute procedure.

The union agrees to Demarcation disputes settlement as set out hereunder:

In all demarcation disputes the union shall:

- (a) Maintain the genuine status quo that existed prior to the dispute, ie; the way the work had been allocated by the company prior to the dispute.
- (b) Ensure that no stoppage of work or other forms of industrial action shall be taken until there have been proper negotiations among the parties concerned.

25. Prevention and Settlement of Disputes

The parties to the agreement will strive to create a co-operative and productive industrial relations environment on all projects covered by this agreement.

In the event of actual or threatened industrial action, the parties to this agreement will make every effort in good faith to avert or and such action.

Particular circumstances that give rise or threaten to give rise to industrial situations shall be processed as follows:

- (a) Where an employee has submitted a request concerning any matter directly connected with employment to a foreperson or a more senior representative of management and that request has been refused, the employee may, if he so desires, ask the job representative to submit the matter to management and the matter shall then be submitted by the job representative to the appropriate representative of the company concerned.
- (b) If not settled at this stage the matter should be referred to an Organiser or the Secretary of the AWU to be discussed with the company.
- (c) If not settled at this stage the matter in dispute shall be discussed between such representatives of the AWU as the AWU may desire and the employer who may be accompanied by or represented by such offers or representatives of an association of employers as they May desire with a view of settling the dispute.
- (d) If the matter is still not settled it shall be submitted to the Industrial Relations Commission of N.S.W. for determination.
- (e) Where the above procedures are being followed work shall continue normally except as to bona fide safety issues. No party shall be prejudiced as to the final settlement by such continuation of work.
- (f) The parties shall take all reasonable steps to ensure that the above procedures are completed within five working days of a grievance or dispute being raised by an employee.

26. Union Recognition and Union Membership

For the duration of this Agreement the company recognises the AWU as being the Union that shall have exclusive representation of all employees covered by this Agreement. This exclusive representation will extend to all terms and conditions of this Agreement.

It is the policy of the company that it shall recommend that all employees covered by this Agreement shall join the A.W.U.

The company upon authorisation from the employee will deduct Union dues and forward those dues on to the AWU Newcastle, Central Coast and Northern Regions Branch office PO Box 226 GPO Mayfield 2304.

27. Sick Leave

An employee can choose to have future accrued sick leave paid as an allowance at the rate of 3.85% of the base rate of pay according to their classification.

The allowance can only be paid after the completion of 12 months service and or when there is an accrual of 10 sick leave days. Should an employee need to take sick leave or during the first 12 months of employment the allowance will not be paid until after the accrued leave reaches 10 days. Sick leave is accrued at the rate of 1 sick day for every 26 ordinary days worked.

Employees with more than 10 days sick leave accrued at the commencement of this agreement, will be entitled to the allowance if their accrued sick leave does not fall below the amount as at the date of registration of this agreement.

The following procedure shall be followed in cases of sick leave;

The employee shall, as far as practicable, advise his/her foreman before the normal work commencement time of their inability to attend for duty and the nature of the illness or injury and the estimated duration of the absence.

28. Sub-Contractors

- (a) The parties are committed to the use of only quality sub-contractors on the company's projects. The quality the parties seek will relate to the sub-contractors capacity to deliver a quality outcome on time and on budget and will also relate to the sub-contractors capacity to implement consultative labour relations that include adherence to the range of industrial laws and standards applicable.
- (b) The parties are committed to the concept that all sub-contractors on the company's projects with 5 or more employees should either have or be in the process of concluding enterprise bargaining agreements for certification.

29. Job Representatives

- (a) The company recognises and supports the continuing role for the job representative in the handling of the grievance resolution process.
- (b) AWU job representatives will be permitted sufficient time and provided with adequate resources to perform their representative role.
- (c) The company shall provide AWU job representatives with access to telephone, facsimile machine and a lockable cabinet to assist in the performance of his or her role.
- (d) As part of the induction of new starters to the project, the company shall introduce new starters eligible for membership of the Union to the job representative of the AWU.
- (e) The company shall provide the AWU job representative with a list of the names of all new starters on the project who are eligible for membership of the Union.
- (f) The company shall allow a reasonable amount of time off for training of AWU Job Representatives. A reasonable amount shall be a minimum of two full days per annum.
- (g) As a courtesy to the company and in no way impinging on the rights of a union official under the Industrial Relations Act notice will be given prior to entering a work site.

30. Picnic Day

All employees shall be entitled to one paid union picnic day in each calendar year. The union picnic day shall be the first Monday in December or any other day agreed to by the parties to this agreement.

31. Meal, Crib and Tea Breaks

- (a) On each day Monday to Friday there shall be a cessation of work of not less than 30 minutes duration between noon and 2.00 pm for day workers to take a meal break.

Delayed meal breaks

- (b) An employee who is required to defer a meal break prescribed by subclause (a) hereof shall, for the duration of such deferment, be paid at single time in addition to the appropriate rate.

Overtime crib breaks

- (c) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after four hours of overtime worked if the employee continues work after such crib time for a further four hours a similar allowance will be made.
- (i) Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours inclusive of time worked shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates.
- (ii) The company and employee may agree to any variation of these provisions to meet the circumstances of the work in hand provided that the company shall not be required to make payment in respect of any time allowed in excess of twenty minutes.

Weekend crib breaks

- (d) An employee working overtime on a Saturday, or working on a Sunday, shall be allowed a paid crib time of twenty minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangements being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.

In the event of an employee being required to work in excess of a further four hours, such employee shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

Tea breaks

- (e) A tea break of 20 minutes duration shall be allowed to employees without deduction of pay on each day or shift.

32. Travel Allowance

A travel allowance of \$13.80 per day will be paid to all employees to compensate for excess fares and travelling time up to 40km where their parent award allows for such travel allowance. Travel in excess of 40km will incur the excess loading rate as per the Plant Operators Civil Construction Award.

33. Income Protection Insurance

During the term of this agreement there will be provided, by the company, AWU Safety Net income protection insurance, at the rate of 1.3% of 38 hour gross wage excluding all allowances, overtime etc. In the event of the Insurance Provider refusing to cover any individual then no cover will be provided for that individual.

Due to the unstable insurance climate at the inception of this agreement, this insurance will be reviewed after 12 months and should the premium increase beyond 1.3% of base 38 gross wage excluding all allowances, overtime etc, the extra amount, required to maintain the cover, will be born by the employee.

34. Anti - Discrimination

It is the intention of the parties bound by this agreement to achieve the object of section 3(f) of the *Industrial Relations Act* 1996 (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

Accordingly, in fulfilling their obligations under the dispute resolution procedure the parties must take all reasonable steps to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Under the *Anti-Discrimination Act* 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to effect:

1. any conduct or act which is specifically exempted from anti-discrimination legislation,

2. offering or providing junior rates of pay to persons under 21 years of age,
3. any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW),
4. a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.
6. Section 56(d) of the *Anti-Discrimination Act 1977* Provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

35. No Extra Claims

The employees of the company and the union party to this agreement shall not make any extra claims for increases in rates of pay or allowances during the term of this agreement.

36. Drugs & Alcohol

The parties agree that no one will be allowed to enter or work on the Company's work sites if that person is under the influence of alcohol or some other drug.

Should an employee be prescribed a prescription drug by their attending physician that has a warning of an impaired ability while taking that drug, they must notify the employer immediately. The employer must take steps to ensure that this employee is working safely while under that medication. To this extent the employer, if unable to ensure the safety of this employee that employee must be stood down on sick leave.

Should Management be made aware of or observe an employee under the influence of alcohol or some other drug the management will direct the employee to leave the work site. The employee shall not receive payment for the remaining hours of that shift.

The effected person may rest in the site shed under appropriate supervision while appropriate arrangements for leaving the work site are made.

Upon returning to work at a latter date (no sooner than the next working day) in a sober state the employee will be counselled as to the seriousness of this behaviour and placed on a warning as per the disciplinary procedure. The employee will be referred to a professional counsellor.

Union representatives should be allowed to attend any or all of the above interviews if the employee requests it.

Alcohol will not be permitted to be consumed on site during working hours. Failure to observe this requirement will constitute misconduct and the Employee(s) may face instant dismissal.

The parties acknowledge that contractual requirements may require all employees to make themselves available for random drug and alcohol testing.

37. Parties Signatures

This Agreement is made at Sydney on 3rd..Day of August 2005.

Signed on behalf of Geoffrey Stewart Constructions

Signed on behalf of the Australian Workers Union

ATTACHMENT 1

CLASSIFICATION STRUCTURE

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11
CW1	CW2	CW3	CW4	PO (A)	PO(B)	PO (C)	PO (D)	PO (E)	PO (F)	T(B8)
C12	C11		C10	CW5	CW6	C8	CW7	C7		
				C9	Q4					
				Q3						

Definition of symbols:

C - means worker employed in accordance with the Metal and Engineering Industry (NSW) Award.

CW - means Construction worker as defined in the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

Q - means a worker employed as defined in the Quarrying Industry (State) Award.

PO - means a worker employed as defined in the Plant Operators on Construction (State) Award.

T - means a worker employed as defined in the Transport Industry - Waste Collection and Recycling (State) Award.

ATTACHMENT 2

RATES OF PAY

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11
\$14.54	\$14.74	\$15.46	\$16.02	\$16.61	\$16.88	\$17.43	\$17.47	\$17.51	\$17.92	\$21.27

EQUIVALENT AWARD RATES OF PAY

Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Level 8	Level 9	Level 10	Level 11
\$13.79	\$13.99	\$14.71	\$15.02	\$15.61	\$15.88	\$16.43	\$16.47	\$16.51	\$16.92	\$20.52

Note; All Award rates include any industry allowance, civil or mechanical project allowance and travel pattern loading.

Extra allowances;

i. Leading Hand Rates 2-5 persons	\$18.60 per week
6-10 persons	\$26.30 per week
More than 10 persons	\$33.50 per week
ii. Tradesmens Tool Allowance	\$12.00 per week
Tradesperson Tool Allowance - Carpenter	\$22.60 per week
(iii) Confined spaces	.59c per hour
(iv) Dirt Money	.42c per hour
(v) Wet places	48c

Note also: Eligible employees to get travel fares allowance of \$69.00 per week for 40km per day. Any travel in excess of 40km were the employee provides his/her own transport will be paid at .75c per kilometre.