

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA97/103

**TITLE: Cleary Bros Bombo Pty Ltd Waste Management Site Operation
TWU Enterprise Agreement**

I.R.C. NO: 97/1796

DATE APPROVED/COMMENCEMENT: 20 May 1997

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EMPLOYEES: To apply to CW1 to CW9**

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





**CLEARY BROS (BOMBO)
PTY LIMITED**



**WASTE MANAGEMENT
SITE OPERATION
TWU
ENTERPRISE AGREEMENT**

PRIVATE & CONFIDENTIAL

**ENTERPRISE AGREEMENT - CLEARY BROS (Bombo) Pty Ltd
WASTE MANAGEMENT SITE OPERATION**

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ENTERPRISE AGREEMENT - Cleary Bros (Bombo) Pty

Clause 1 Introduction

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

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

Applications

Notwithstanding the conditions of any other award this Agreement shall apply and be binding on Cleary Bros and all the Union Party to this Agreement and all employees engaged under the classifications described in the appendices.

Parties

The parties to the Agreement will be Cleary Bros, the TWU and its Officers and Members employed by Cleary Bros.

Scope and Purpose

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

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





Duration

This agreement shall apply for a period of 2 years from the date of execution of this Agreement by the Parties.

approval *[Signature]*

[Handwritten initials]

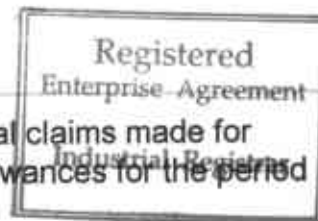
Commitment

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

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

No Extra Claims

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



Application of Parent Awards

This Agreement will apply in conjunction with the National Building and Construction Industry Award (Tradepersons, Labourers and Plant Operators, etc) and the Transport Industry Waste Collection and Recycling (State) Award. Provided that where there is any inconsistency between the respective award and the Agreement, this Agreement will prevail.

- i) Parent award provisions will apply:
 - a) In relation to matters which this Agreement specifically indicates should be determined by reference to parent awards; or
 - b) Where there is no provision contained in this Agreement relating to the same or like matters.



State Industrial Relations Act 1996

It is the intention of the parties that this Agreement be given effect to act as Certified Agreement under Part 2 of Chapter 2 of State Industrial Relations Act 1996 pursuant to the State Industrial Relations Act, 1996.

Contract of Employment

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

Clause 2 Workplace Reform

a) Agreed Parameters for Workplace Reform

Enterprise Agreement

Industrial Registrar

Participative Management and Work Organisation

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

b) Consultative Mechanisms

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

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



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

c) Future Contracts for Training

- i) The parties welcome the introduction of comprehensive training and certification reforms. This Agreement is designed to incorporate and anticipate those reforms. It envisages a situation where future new entrants to the industry will be persons who have either completed appropriate Australian Vocational Certificate training or who are engaged in a structured, defined and enforceable contract of training.
- ii) As part of the process of accommodating the reforms, the parties to this Agreement will consider the introduction of a regime of traineeships once the Agreement is in place.

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

d) Competency Based Training

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

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

e) International Best Practice

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





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



f) Quality Assurance

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

The parties will utilise the non conformance mechanism to provide feedback on quality performance in all areas and aim to have this in place within all sites within the term of this Agreement. Management will take responsibility for this occurring. An employee suggestion scheme to provide a forum for the generation of ideas from all employees as part of the continuous improvement process will also be established and implemented by way of a non conformance report.

g) Multi-Skilling

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

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



h) EEO

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

i) EFT Payment

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

j) Confidentiality

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

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

k) other employment or conflicts of interest

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

Clause 3 Wages

a) Classification Structure

All employees covered by this Agreement shall be initially classified in the classifications shown in Appendix 1A and shall be paid the



appropriate hourly wage rates as shown in Appendix 1B
- these rates shall be taken to include alterations made from time to time strictly in accordance with this Agreement.

Cleary Bros undertakes to commence assessment of each employees skills and competencies to determine progression to a higher classification. This assessment shall be undertaken by a representative from each of management, employees and an external qualified assessor over the next two months. Any employee reclassified within this period will receive the new rate from the date that this Agreement comes into force.

b) Wage Rate Structure

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



i) Production Rate

- 1 The Production Rate comprises the Base Rate plus a Workface Productivity Allowance of \$1.00 per hour paid for all productive time actually worked including hours deferred to an RDO. The production rate shall also apply whilst an employee is on approved paid leave.
- 2 Employees may be offered the opportunity to participate in training including during the period of inclement weather. Those employees who participate in training shall be paid the Production Rate for the time so engaged.
- 3 Where in strict accordance with the procedures contained in the Agreement it is determined that due to a safety issue no safe alternative productive work can be performed, employees shall remain on site and be paid the Production Rate for such time.
- 4 Overtime penalties will be applied to the Production Rate for actual overtime hours worked.
- 5 Where inclement weather arises during ordinary hours and the procedures contained in this Agreement are strictly followed and alternative productive work, training, consultation or information sharing activities are available then any employees who do not participate in the approved activities in accordance with this Agreement shall remain on site or will



return to a nominated yard as directed by management representatives and be paid the base rate for ordinary hours so affected.

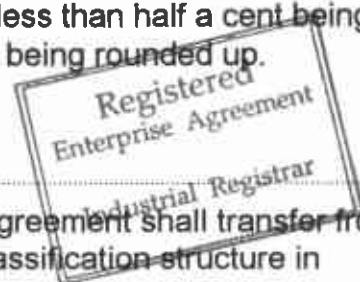
- 6 Both the Production and Base Rates provided for in this Agreement are paid rates. They incorporate all award, over-award and non-award payments which might otherwise be payable, but do not incorporate the additional allowances referred to in Clause 4.
7. An employee who has made himself/herself available for training or other work shall be paid at the productive rate.

c) Calculation and Rounding of Hourly Rates

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

d) Translation and Rates of Pay

- i) All employees the subject of this Agreement shall transfer from their current classification to the new classification structure in accordance with Appendix 1A attached.
- ii) No employee shall unreasonably refuse to undertake training provided by Cleary Bros in paid work time which would enable the employee to fulfil the substantive requirements of the skill level to which they have translated as a result of the introduction of this Agreement. In seeking upward reclassification an employee shall be required to demonstrate that he or she meets the full requirements of the higher skills level in accordance with the criteria outlined in this section.
- iii) Payment is for skills used, and employees performing work in a job at their skills classification in that field of work shall be entitled to rates of pay contained herein by virtue of:
 - translation to the new structure as detailed in Appendix 1A. or
 - by having fulfilled the criteria outlined in the skills classification definitions.
- iv) Appendix - 1B shows the rate of pay applicable upon translation.





e) Definitions, Standards and Career Progression

The parties to this Agreement recognise the importance of career planning. The Consultative Committee will develop guidelines for the discussion of the scope and opportunities for career progression of employees. Divisional Managers will be delegated the responsibility of developing and agreeing on a career plan and such agreement will be reviewed no less than annually.

Clause 4 Additional Allowances

a) Award Allowances

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



- i) First Aid Allowance
- ii) Leading Hand (Responsibility) Allowance
- iii) Travel Allowance
- iv) Daily Travelling Time for operators use of own vehicle will be as Per Map in Appendix 6 for employees based at Port Kembla. Similar maps will be developed for operators based at other Cleary Bros sites as required. Operators employed directly on a site who do not travel from a Cleary Bros yard will not attract a travel allowance. The base rate will be the applicable hourly rate for travel.
- v) For operators who travel in company vehicles based at Port Kembla, the travel time will be paid on the basis of the rate shown on the Map in Appendix 6 less one hour. Similar maps will be developed for operators based at either Cleary Bros sites.
- vi) Daily travel for crane and pump operators and dogmen will be in accordance with relevant award provisions.
- vii) Accommodation Allowance - Where travel extends beyond reimbursement for travel time zones described in Item v) and vi) above, a decision will be made by Cleary Bros, in



consultation with employees whether to pay additional travel time or to provide appropriate accommodation and meals.

(viii) Meal Allowance

Meal allowance will be payable:

- (i) after one and a half hours of overtime worked after the end of a normal shift or
- (ii) after 4 hours of overtime worked on overtime shift.

(ix) Waste Site Allowance

(x) BHP Site Allowance

(xi) Other project site agreements which are registered under any State or Federal Industrial legislation and binding on Cleary Bros. Employees will receive the greater amount if there is any inconsistency between any such agreements and this Agreement.

(xii) In charge of plant allowance.

(xiii) Kilometre Allowance

Where Cleary Bros requests and the employee agrees to use his/her own car to transfer from one working site to another during working hours, the employee shall be paid an allowance of 62 cents per kilometre.

(xiv) Tower and height allowance.

(xv) Using Hydraulic Hammer

(xvi) Carrying oils and greases.

(xvii) Dual lift.

(xviii) Pile Driving

b) Casual Labour

Casual employees may only be employed for a maximum of 3 months in any calendar year to assist with seasonal production requirements.

A casual employee working ordinary time shall be 1/38th of the appropriate weekly wage per hour plus a loading of 20%.

Casuals shall not be entitled to payment for:

- i) annual leave
- ii) bereavement leave





- iii) jury service leave
- iv) sick leave
- v) public holidays
- vi) any other leave item

Clause 5 Hours Of Work

a) Ordinary Hours

i) Span of Hours

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

ii) Programming of RDO's

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



iii) RDO Accrual During Paid Leave

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

iv) Rest Break

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

v) Meal Break

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

b) Overtime

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

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c) Timesheets

Timesheet shall be sent to the pay office at Port Kembla on a daily basis. Late timesheets received after 9.00 am. Monday morning may not be processed until the following pay week. Any alteration of timesheets must be notified to the employee with pay.

Clause 6 Inclement Weather

a) General Principles

1. "Inclement Weather" shall mean the existence of rain or abnormal climatic conditions by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst



the same prevail.

2. The parties agree that the primary focus of inclement weather provisions is to provide a set of agreed procedures which ensure that productive work is maximised without employees being exposed to climatic conditions which are unreasonable or unsafe to work in.
3. Where employees are operating in weather proof cabins, inclement weather will mean when it is counter productive to the project to continue work on site and subject to safe working conditions applying. Where it is a contract condition that the site remain open during inclement weather employees will be issued with appropriate protective clothing and equipment will be fitted with appropriate weather proof cabins to facilitate the continuation of only the essential service component of the operation.
4. Wherever inclement conditions arise, productive work should continue by following agreed procedures set out below which provide for transfers to work in areas unaffected by inclement weather and for protection from exposure to inclement weather.
5. Where all avenues of alternative productive work in areas unaffected by inclement weather have been exhausted participation in genuine and relevant training, consultation and information sharing activities will be considered.
6. In the event that the above alternative work/activities are either exhausted or not possible and it is agreed that the prevailing inclement conditions are unlikely to change within the remaining ordinary working hours, employees will not be unreasonably required to remain on site.
7. All structured training courses conducted will be delivered by persons that are approved by the relevant divisional manager.
8. Other provisions will be as per the relevant award.

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

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

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



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

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

d) Transfer to Non-Productive Activities

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

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

e) Resumption of work after inclement weather

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



Clause 7 Safety Health & Welfare

a) Safety Legislation

The Occupational Health and Safety Act 1983, its regulations and associated safety legislation shall apply to all persons on Cleary Bros' sites.

b) Inductions

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



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

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

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

c) First Aid

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

d) Cleary Bros Safety Supervisor

Cleary Bros regards safety as every employee's responsibility and expects a contribution from all employees to this task. Divisional Managers, Projects Managers and Foreman will co-ordinate safety across Cleary Bros in accordance with Cleary Bros Quality Assurance System and act as safety supervisors.

e) Sub contractors Safety Responsibilities

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



f) Amenities

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



kept clean, equipment is to be stowed appropriately.
Where necessary non-productive time shall be utilised to carry out these tasks.

g) Protective Clothing

All employees on Cleary Bros sites will be issued with protective clothing in accordance with Appendix 3 - Protective Clothing. Personnel must maintain a neat appearance and be wearing the latest issue uniform. Care must be taken of personal protective equipment.

h) Procedure For Dealing With Occupational Health And Safety Issues.

All employees shall comply with the OH&S Act and policies on OH&S and on Alcohol and Related Drugs Safety (Appendix 5)



Clause 8 Industrial Relations

a) Prevention of Industrial Disputes

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

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

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

b) Disputes Settlement Procedures

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

Accordingly, the following procedures are agreed:-



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

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

Clause 9 Income Security

a) Sick Leave

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

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

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

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

- a) nature of sickness
- b) expected duration

Non compliance for genuine reasons only will be allowed.

- (iii) Accumulation of sick leave will extend beyond the award time of ten years.



b) Superannuation

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

Additional contributions by way of salary sacrifice are available.

Cleary Bros will pay an identical contribution for new employees to the TWU Superannuation Fund.



Phase 1

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

Phase 11

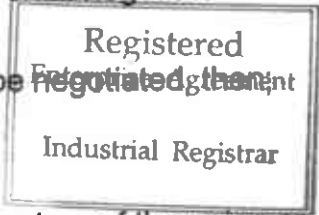
Cleary Bros management and company delegates will adopt the role of facilitator to assist the parties to resolve their dispute amicably.

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

Phase 111

Cleary Bros Management and the union organiser shall negotiate settlement of the dispute.

If a settlement satisfactory to both parties cannot be negotiated then;



Phase IV

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

Phase V

Refer the matter to the ~~Australian~~ ^{delete JY BBO} Industrial Relations Commission for resolution and determination and such decision shall be binding on the parties subject to the legal rights of appeal.

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

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



c) Demarcation Disputes

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

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

In all demarcation disputes the union(s) shall:

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

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

d) Work Practices

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

i) *Alternative Work*

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





ii) *Sub Contractors*

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

iii) *Supervisors*

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

e) Delegates

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

There shall not be more than one (1) Delegate per union on a Cleary Bros Project, co-delegates excluded.

f) Union Official (Visiting)

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



g) Disciplinary Procedure

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

i) *First Formal Warning*

The employee concerned is to be approached on site by their direct supervisor . The supervisor shall make clear to the employee that their performance must improve and agree on specific action.

Following this discussion, the supervisor shall report the matter to the Project Manager and/or the Divisional Manager in writing, who



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

ii) Second Formal Warning

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

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

iii) Final Warning

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

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

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

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

iv) Termination

Where the same, or similar behaviour is repeated within six months of the final warning, the employee's services shall be terminated by the Project Manager or Divisional Manager in front of one other member of management and the union delegate.

v) Instant Dismissal

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

vi) Termination of Employment - General

Termination of employment for all employees shall be in accordance with the terms specified in clause 9 (g) of this Agreement.





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

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



h) Site Access Passes

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

Lost cards must be reported as soon as possible.

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

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

Clause 11 Redundancies

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

The concept of seniority or "last on, first off" shall apply when considering redundancies.

The following notice periods shall apply:

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

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

Cleary Bros (Bombo) Pty Ltd
Enterprise Bargain Agreement



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

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



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

Employees who leave of their own volition will be paid an allowance of two weeks per year of service, after completing at least one year of service, to a maximum of eight weeks pay in total.

Clause 12 Insurance

It is agreed by Cleary Bros that top-up cover for work related journeys be taken out for employees covered by this Agreement. Such coverage shall only apply after a journey claimed under the NSW Workers Compensation Act has been submitted and rejected on the grounds of fault on the part of the employee. (Should this rejection be subsequently overturned, then all monies paid under this cover shall be refunded). This is no fault cover providing no breaches of statutory obligation have occurred in respect of drugs or alcohol. This cover also attaches subject to the limitation in respect of substantial deviations contained in the NSW Workers Compensation Act. All matters in respect of this cover shall be resolved between any claimant and the relevant Insurer at the time. Initial coverage shall be through MMI General Insurance Limited and restricted to their policy wording.

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

Cleary Bros will accommodate up to a 5% premium increase in the second year of this EBA over the premium paid initially and reserves its right to set off any additional increase against employees' entitlements.



Clause 13 Dry Hire

Cleary Bros in its dealings with customers will pursue, as its primary objective in respect of plant and cranes at Port Kembla, the supply of machinery on a manned basis. Cleary Bros shall not be disadvantaged in a competitive situation by any limitations on dry hire other than that guided by the general principles outlined below:-

1. No employee to lose his job directly through dry hire arrangements.
2. Cleary Bros will be first and foremost a manned hire company in respect to plant and crane hire at Port Kembla.
3. In any negotiations or quotations a manned hire price will be offered.
4. The primary purpose of dry hire will be to increase the utilisation of under-utilised machinery.
5. Company floats will be used to transport machinery where this is practical.
6. Company employees to undertake all repairs of dry hire machines where this is practical.
7. Machines operating within the Wollongong Local Government are will be fuelled and serviced by company employees, where practical.
8. The union delegate is to be advised of any dry hire arrangement beyond a maximum of ten units at any one time.
9. No geographic boundaries will apply to dry hire.
10. Cleary Bros reserves the right to develop "separate add-on" dry hire business.

Clause 14 Review And Renegotiation

This Agreement will be reviewed with Consultative Committee on a six monthly basis with re-negotiations for a new agreement commencing after twelve (12) months.





SIGNATORY PAGES

This Agreement is executed for and on behalf of the following Parties

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

Signed by:  Date: 10.2.97

Bob Elvy
Chief Executive Officer



For and on behalf of T W U

Signed by:  Date: 11th February 1997

Stephen Hutchins
State Secretary



Cleary Bros (Bombo) Pty Ltd
Enterprise Bargain Agreement



Signatories Continued.....

Employee Members - Consultative Committee:

Signed by: *Graeme Granger* Date: *12/2/77*
Graeme Granger
Technical Manager

Signed by: *R.G. Wearing* Date: *11 February 1997*
R.G. Wearing
Secretary - South Coast Sub-Branch

Signed by: Date:

Signed by: Date:

Signed by: Date:

Signed by: Date:

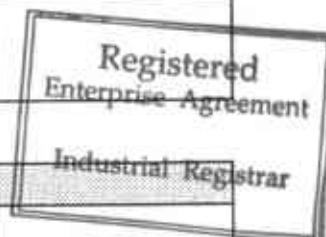




APPENDIX 1A - TABLE 1 CLASSIFICATIONS

Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
Includes: Labourer and Grade 1 Recycling Worker	Construction Worker Level 1	CW1

Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
	Construction Worker Level 2	CW2
Grade 1 Weighbridge Operator Base rate for W/B operators includes Weighbridge Operators in training.		



Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
	Construction Worker Level 3	CW3
Operator Skill Level 1 of Earth Moving Operators in training or who can only operate a limited number of machines.		
Grade 2 Weighbridge Operator Operator with experience, base rate for casual operators with experience.		

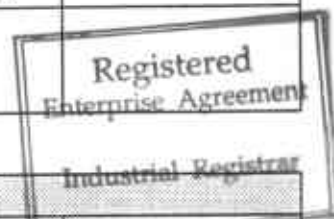
Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
	Construction Worker Level 4	CW4
Grade 3 Weighbridge Operator Highly experienced, permanent weighbridge operator responsible for site administration on large sites.		

APPENDIX 1A TO EBA
- Waste Management Site Operations



Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
	Construction Worker Level 5	CW5

Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
	Construction Worker Level 6	CW6
Operator who can operate a multiple number of different machines to a satisfactory standard.		



Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
Operator Skill Level 3	Construction Worker Level 7	CW7
Operator who can operate a multiple number of different machines to a high standard and/or have specialist skills on particular machines.		

Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
Skill Level 4 Operator Mechanism for progression to be determined during this Agreement.	Construction Worker Level 8	CW8

Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
Method of Progression to this level to be decided as part of this Agreement.	Construction Worker Level 9	CW9

Cleary Bros (Bombo) Pty Ltd/ TWU
APPENDIX 1B TO EBA



- TABLE 2 INSTALMENT INCREASES TABLE - Waste Management Site Operations

MATRIX PAY RATES	PRODUCTION RATES			
	COMMENCEMENT OF AGREEMENT	1 OCTOBER 1996	1 APRIL 1997	1 OCTOBER 1997
	Wage Increase 1 (upon signing of Agreement) 1 April 1996	Wage Increase 2	Wage Increase 3	Wage Increase 4
Classification	Production Rate \$	Production Rate \$	Production Rate \$	Production Rate \$
CW1	12.15	12.45	12.76	13.07
CW2	12.29	12.59	12.90	13.21
CW3	12.85	13.10	13.36	13.52
CW4	13.31	13.57	13.84	14.17
CW5	13.73	14.00	14.28	14.85
CW6	14.08	14.28	14.56	15.48
CW7	14.35	14.56	14.85	15.70
CW8	14.56	14.85	15.14	16.15
CW9	14.85	15.14	15.44	16.60

Registered
Enterprise Agreement
Industrial Registrar

PROTECTIVE CLOTHING

- Waste Management Site Operations



Cleary Bros shall issue to each employee: 1 woollen or non flammable jacket ; 1 sloppy joe; 2 Pair Trousers ; 1 pair safety boots; 3 light shirts with company logo.

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

Suitable gloves, aprons, eye protection, masks, sunscreen ear/hearing protection, hats and safety helmets shall be supplied by Cleary Bros for employees where necessary.

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

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

Employees who grease hydraulic hammers will be supplied with 1 pair of overalls.



CLEARY BROS (BOMBO) PTY LTD/TWU
DRAFT APPENDIX 4 (LEAVE RESERVE ITEM)
FOR INCLUSION IN 1998-1999 EBA
THE EFFECT OF TRAINING, MULTI-SKILLING AND PERFORMANCE
INDICATORS ON FUTURE WAGE INCREASES - (DRAFT)



Employees will have the opportunity to receive increases in their current weekly rate of pay by achieving additional skills and licences as detailed below and being prepared to use those skills and licences if required. The consultative committee will regularly review individual progress, to ensure all employees have adequate opportunities to achieve licences.

Employees will be allocated points for these licences and skills as per the table below:

MACHINE	POINTS
Dozer Level General Earthmoving	
Dozer Level 2 Finishing /Ripping	
Twin Powered Scraper	
Backhoe	
Excavator	
Trackloader	
Grader Level 1	
Grader Level 2 Final Trim	
Dump Trucks	
Dragline	
Rubber Tyred Loader	
Dogman	
Dogman/Rigger	
Power Concrete Pump	
Crane Level 1	
Crane Level 2	
First Aid Certificate 1	
First Aid Certificate 2	
3A Licence	
3B Licence	
5B Licence	
5C Licence	
Sra Electrical Line Cert	
Other	



CLEARY BROS (BOMBO) PTY LTD/TWU
DRAFT APPENDIX 4 (LEAVE RESERVE ITEM)
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INDICATORS ON FUTURE WAGE INCREASES - (DRAFT)



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

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

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

Registered
Enterprise Agreement
Industrial Registrar

TRAINEESHIP

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

Cleary Bros will seek accreditation by the New south Wales Vocational Education and Training Accreditation Board to conduct,

Certificate I in Mobile Equipment Operations

Certificate II in Mobile Equipment Operations

Certificate III in Mobile Equipment Operations

during the course of this Agreement with the aim of becoming a registered provider of these traineeships.

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

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

CLEARY BROS (BOMBO) PTY LTD/ TWU
APPENDIX 5 - TO EBA
- POLICY DOCUMENT ALCOHOL AND DRUGS



Waste Management Site Operations

This document is appended to the Enterprise Bargain Agreement

Application

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

Guidelines

Confrontation should be avoided.

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

"You're too drunk"

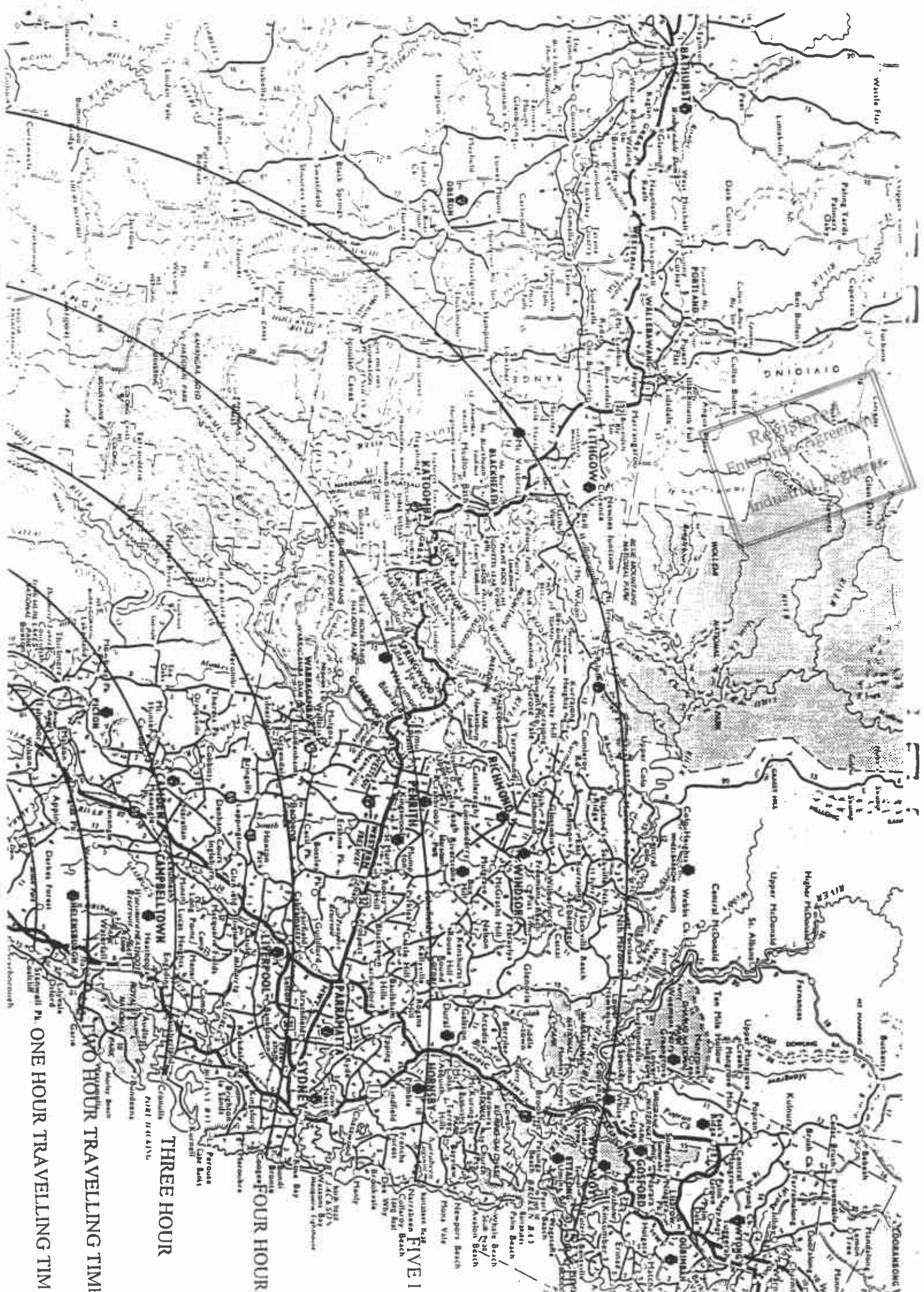
"You're too stoned"

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

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

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





ONE HOUR TRAVELLING TIME

TWO HOUR TRAVELLING TIME

THREE HOUR TRAVELLING TIME

FOUR HOUR TRAVELLING TIME

FIVE HOUR TRAVELLING TIME

TRAVEL MAP

APPENDIX 6

