

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA 97/90

I.R.C. NO: 97/925

DATE APPROVED/COMMENCEMENT: 4 April 1997

TERM: Expires 31 December 1998.

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

TITLE: The Trades and Labour Hire Pty Ltd Construction Employees  
Enterprise Agreement



COVERAGE/DESCRIPTION OF  
EMPLOYEES: To apply to Construction employees.

PARTIES: Trades and Labour Hire Pty Ltd -&- Michael Spurge, Glen Laycock, Brett Turner, Alec Dumbarton, Timothy Rooke, Jason Donovan, David Waters, Ian Harle.

*Enterprise*  
~~CERTIFIED~~ AGREEMENT

Between

(COMPANY)

**TRADES & LABOUR HIRE PTY LTD**

ACN 073 895 940

of 48 Mortlake Street

CONCORD NSW

*and*



**THE CONSTRUCTION EMPLOYEES**

of Trades & Labour Hire Pty Ltd

48 Mortlake Street

CONCORD NSW

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B.T.

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I. H.

A.D.

J.D.

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Registered  
Enterprise Agreement  
Industrial Registrar

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A.V.

# PART 1 - FRAMEWORK

Page 3.

## 1.01 Title

The short title of this Agreement shall be "The Trades & Labour Hire Pty Ltd/ Construction Employees Enterprise Agreement".

## 1.02 Scope

This Agreement applies to the state of New South Wales and only in respect of the employment of persons eligible to be members of the CFMEU (NSW Divisional Branch) working on construction sites as defined in the Building Tradesman State Construction Award and Building Construction Industry Labourers On-Site Award 1990, under classifications in Clause 9 (Rates of Pays) A,B,D.

## 1.03 Parties Bound

This agreement is between the Construction Employees of Trades & Labour Hire Pty Ltd hereafter referred to as the Employees and Trades & Labour Hire Pty Ltd of 48 Mortlake St, Concord hereafter referred to as the Company.

## 1.04 Certification

It is agreed by the Employees and the Company that this Agreement shall be processed as a Certified Agreement pursuant to Division 2, of the N.S.W. Industrial Relations Act 1996. Furthermore, this Agreement witnesses the fact that employees of the Company have been consulted about and have agreed to the process of Certification under the Act.

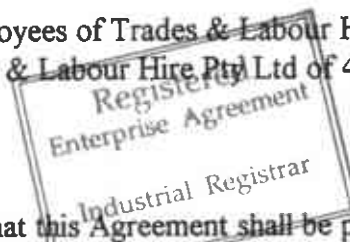
## 1.05 Preamble

The Company and Employees which are party to the Agreement, recognise the need for change in the Building and Construction Industry. It is recognised that change must be positive and address the needs of the parties in a way that will promote confidence to the client and attract more investment for our client, and therefore more jobs in the industry. Such change will impact on cultural, and ideology along with the relationships between employees and employers.

The Company know that for many, work has become boring and repetitive. Organisations are looking to change to improve their efficiency. Ideas like team-work, broadskilling and partnering will effect every employee and each employer.

Both parties agree to maintain industry standards through a process of negotiation and consultation and ensure the protection of all award provisions applicable to construction workers.

CFMEU Executive Officers, Executive members, organisers, project delegates shall be made aware of the spirit and application of the provisions of this Agreement regarding labour hire and shall not hinder its operation in the construction industry.



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The Company will be eligible under this Agreement to provide labour to principal contractors and sub-contractors. It is a term of this Agreement that such labour will not replace existing employees of such companies being used to top up the labour needs of the client company, meeting production requirements or casual needs of a company where an employee is on leave, eg: sick, annual leave.

The Company will appropriately consult with the Site Manager and client company consultative committees in respect of the application of this Agreement. Also it is understood that the Company will not be employed as a "strike-breaker", or used in a similar capacity.

Change under the title of workplace reform, seeks to provide the framework within which the management of the Company and its workforce will endeavour to achieve agreed objectives.

### 1.06 Objectives

The objectives of the Agreement are to:

- a Secure long term job security for employees of Trades & Labour Hire Pty Ltd.
- b Improve the living standards, job satisfaction and continuity of employment of the Company's employees by improving upon existing award and industry standards where achievable.
- c Develop best practice standards that are internally recognised based upon a changing culture of continuous learning and improvement.
- d Contribute to the implementation of the Construction industry In-Principle Reform and Development Agreement at the workplace level.
- e Provide labour to the building and construction industry which are covered by the applicable Building Tradesman State Construction Award and the Building and Construction Industry Labourers On-Site Award to maximise the performance of client companies.
- f To maintain and enhance industry occupational health and safety.

### 1.07 Commitments

- a The measure contained in this Agreement lead to real gains in productivity.
- b The parties adopt a broad approach to productive performance incorporating, (but not being limited to) management and labour efficiency, quality, training and equity issues.
- c A central role in the implementation of the measures provided for in this Agreement is reserved for genuinely representative consultative committees.
- d Productivity measures will not be implemented at the expense of health and safety standards.

Registered  
Enterprise Agreement

of Trades & Labour Hire Pty Ltd.

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D. J. C.  
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T. R.  
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A. D.  
J. D.

- e The dispute settlement procedures provided for in Clause 47A and 47B of the Building Tradesman State Construction Award and Building Construction Industry Labourers On-Site Award will be strictly observed.

### 1.08 Period of Operation

This Agreement shall be in operation from the date of certification until 31 December, 1998. Three months before expiry of the Agreement negotiations will commence in respect of a new Agreement where so desired by the parties.

### 1.09 Relationship to Parent Awards

The Agreement herein is intended to be interpreted wholly in conjunction with, and is complementary to, the Building Tradesman State Construction Award and Building Construction Industry Labourers On-Site Award. Provided that where the Agreement is silent on rates of pay, conditions, allowances and other matters pertaining to the employment relationship the Building Tradesman State Construction Award and Building Construction Industry Labourers On-Site Award 1990 shall apply.

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Enterprise Agreement

### 1.10 Clothing

The Company will ensure that employees after 152 hours accumulated service are provided with:

- a one (1) Company T-Shirt or shirts and shorts or trousers with an additional pair of clothing each six (6) months. Thereafter from commencement of employment.
- b one (1) agreed winter jacket between 1 April and 1 September each year to be provided as soon as practicable.
- c one pair of work boots which will be provided on commencement and replaced on a fair wear and tear basis;

### 1.11 Increases Available

In recognition of the productivity measures identified in Section IV herein, the following increases shall be available to all employees covered by the Agreement.

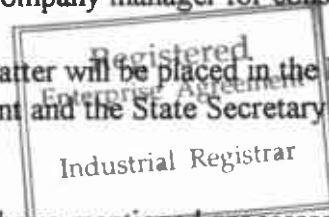
**WAGE INCREASE:** This agreement provides for the transfer of all employees to the skill based classification structure in accordance with Appendix A of this agreement. It also provides for wages increases, as contained in Appendix B.

These increases are to be the only wages increases allowable except where the analysed Consumer Price Index or a National Wage Case Award exceeds the amounts available herein, in which case it is agreed that the higher wage outcome will apply. It is further agreed that there will be no double counting in respect to wages.

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## 1.12 Dispute Settlement Procedure

- a In the first instance an employee should submit request concerning work related issue to their immediate coordinator and/or supervisor.
- b If the matter cannot be resolved at this stage the following procedure shall be applied:
- i The employee shall raise the matter with his/her union delegate/area organiser who shall submit the issue to their supervisor;
  - ii If not settled at this stage, the delegate and the relevant union organiser may submit the matter to the company manager for consideration;
  - iii If not settled at this stage, the matter will be placed in the hands of the Company's Senior Management and the State Secretary of the Union nominee;
  - iv If the issue still exists after the above-mentioned processes have been carried out, then the matter should be referred to the Industrial Relations Commission for determination. The Industrial Relations Commission's decision will be accepted by all parties subject to the legal rights of the applicant, eg: appeal.
- c Whilst the above procedures are being followed work shall continue as it was prior to the issue occurring. No one shall be prejudiced as the final settlement by the continuance of work in accordance with this Clause.
- d It is acknowledged that this Clause does not apply to safety issues which will be as per the Building and Construction Industry Safety Code.



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## PART 2 - INDUSTRY STANDARDS

### Industry Standards

The parties of this Agreement recognise the validity and the need to maintain the following industry standards:

#### 2.01 Superannuation

It is a term of this agreement that the company will pay a minimum of the following contributions into the Construction and Building Unions Superannuation Scheme (C+BUSS) for each employee:

Upon signing of this agreement \$50.00 per week if a lower rate is currently being paid for permanent employees or \$10.00 per day for each day worked when ordinary hours of pay are applied as a pro-rata rate.

From 1 July 1997 this amount will increase to ~~\$55.00 per week~~. This final increase is inclusive of the 1% employee superannuation contribution payable from 1 July 1997.

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#### 2.02 Redundancy

It is the term of this agreement that the company will pay a contribution of \$40.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT) for each permanent employee or \$8.00 a day worked for each employee not permanently employed.

#### 2.03 Occupational Health and Safety

Relevant Industry Codes of Practice in respect of Occupational Health and Safety in addition to existing Occupational Health and Safety Legislation will be strictly observed.

#### 2.04 Workers' Compensation

The Company will maintain a current Workers' Compensation Policy at all times and will strictly observe the Labour Council of NSW, WorkCover Authority of NSW procedures for the expedited payment of Workers' Compensation.

#### 2.05 Top up Workers' Compensation/24 Hour Income and Accident Protection

The Company will maintain an agreed top up workers compensation scheme insurance for all employees. The Company agrees to the introduction of a 24-hour income/accident protection scheme.

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**2.06 Drug and Alcohol**

Any incidents concerning drugs and/or alcohol shall be dealt with in accordance with the policy of the Building Trades Group Drug and Alcohol Safety and Rehabilitation Program.

**2.07 Rehabilitation Program**

The parties agree to ensure an agreed rehabilitation policy is negotiated by the Company. The operation of this policy shall be reviewed on a regular basis.

The parties acknowledge that the rehabilitation of injured workers is an accepted practice and that suitable duties are provided where practicable.



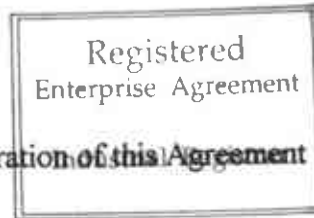
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J.S

## PART 3 - AWARD RESTRUCTURING

A Company training and skills assessment plan will be developed by a process of consultation. This plan will identify any skill deficiencies within the Company and will recommend a training plan for the consideration of the consultative committee. The training plan will be consistent with the competency standards developed by the National Building and Construction Industry Training Council. Only training courses which are based upon these standards will be allowable for the purpose of this Agreement.

## PART 4 - PRODUCTIVITY MEASURES

### 4.01 Company Consultative Committee



The parties agree that a precondition for the effective operation of this Agreement is the establishment of a company consultative committee.

The committee shall be responsible for analysing and addressing areas that improve effectiveness and productivity and are related to the scope of works performed by the employees of the Company.

The scope of work undertaken by the Company Consultative Committee's charter will include, but not be restricted to, the following areas:

- a Developing career paths
- b Developing an open and participative management culture
- c Ensuring dissemination of knowledge, experience and skills at all levels
- d Developing training initiatives
- e Developing quality assurance across all areas of the Company's operations

Whilst it is recognised that the consultative committees have a broad charter to address productivity issues, the committee is not able to negotiate on award conditions.

### 4.02 Absenteeism

The parties agree to target a reduction in absenteeism over the period of this Agreement. The consultative committee will monitor progress towards this objective on a regular basis.

### 4.03 Special Family Leave

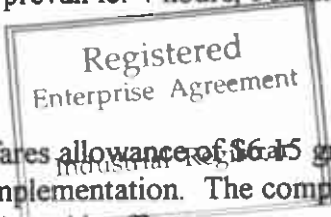
In recognition of progress towards a significant reduction in absenteeism, the Company may allow an employee to utilise up to five (5) of his/her sick leave entitlements each year as special family leave. These days can be taken as required if the spouse, children or close relative of the employee is taken ill. An employee may not have to provide documentation in support of taking special family leave, but if abuse of this provision is suspected a matter can be referred to the consultative committee.

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**4.04 Crib/Meal Allowance Rationalisation**

To simplify the meal allowance and crib provisions of the NBCIA, the following is agreed:

- (i) If the employee works an additional 1.5 hours or more overtime after ordinary hours he/she will be eligible for \$12.00 meal allowance. This allowance is equivalent in value to the current provisions of Claus 2.3 an the 1st 20 minute provision of Clause 17 and will be paid in lieu thereof.
- (ii) Where further overtime is undertaken beyond 1.5 hours the additional crib provisions of Clause 17 will prevail ie: 4 hours, 30 minute crib etc.



**4.05 Fares Allowance**

The company agrees to make payment of an additional fares allowance of \$6.45 gross per day, ie: \$17.45 (pro-rata for apprentices) from date of implementation. The company will support an application which varies the relevant award(s) to this effect.

**4.06 Special Project Provisions**

It is recognised that there is merit in project agreements that provide for additional time and cost savings. Where such agreements are negotiated and are appropriate, this agreement will be modified to the extent of any inconsistency and the additional benefits eg: project productivity payments will apply as will any superior employment benefits.

**4.07 RDO Flexibility**

a Trades & Labour Hire Pty Ltd shall observe the Industry Rostered Days off (RDO) as per Clause 16A of the Building Tradesman State Construction Award and Building and Construction Industry Labourers On-Site Award. The integrity of the Rostered Day Off shall not be eliminated.

The RDO shall become a flexi-day. There are thirteen (13) Such days per year which can be taken (following accrual of the required two (2) hours for each week worked) by agreement between the Company and its employees, to best suit the needs of both the individual and the Companies Clients.

- \* take the RDO within 19 days either side or on the nominated industry date
- OR
- \* bank up to a maximum of five (5) RDOs; provided that all "banked" RDOs are taken within twelve (12) months of the date of their original accrual, as requested by the employee. No employee will be required to bank RDOs.

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 A.T.  
 J.D.

**4.07 RDO Flexibility Cont.**

iii Where the Company and its employee(s) agree, an alternative day may be substituted for the Industry Rostered Day Off.

b Provided that:

i The prescribed industry RDO may be worked where required and agreed to. Such work shall be paid as if a normal day and the employee(s) involved shall be entitled to take their accrued RDO as provided in ii below.

ii An employee who is entitled to an accrued RDO under the provisions of i may, where agreement is reached:

**4.08 Payment of Wages**

Wages will be paid by electronic transfer arrangements direct each week into the bank account of the employee by normal pay day.



**4.09 Information Flow**

The Company agrees to share information with the consultative committee and employees in order to establish trust and a shared commitment. The information as required shall include (but no be limited to):

- \* Company budgetary information
- \* Contracts
- \* Business plans

**4.10 Quality**

The parties recognise that quality is a key issue.

The ability to achieve basic goals of quality, cost and timeliness for the Company will be achieved through a partnering process with the Company.

**4.11 Evaluation Committee**

The Union State Secretary or nominee and the Company State Construction Manager shall meet quarterly to discuss the operation of this Agreement and the processes therein.

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BT  
E.H.  
A.D.  
J.D.

## PART 5 - ADDITIONAL MATTERS

### 5.01 Company

The Company will maintain a register with the following information:

- \* The employee's name,
- \* The employee's superannuation number,
- \* The employee's redundancy number,
- \* The employee's long service leave number,
- \* The employee's union membership details.

This register will be available to the Union on request.

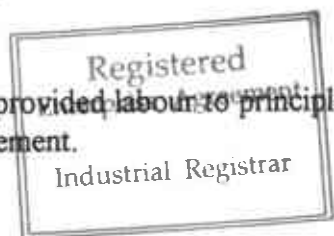
### 5.02 Preference of Employment

~~It is a term of this Agreement that the provision contained in Clause 44 of the Building Tradesman State Construction Award and Building and Construction Industry Labourers On-Site Award shall be stringently adhered to by the parties.~~

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Parties  
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### 5.03 Eligibility

The Company will be eligible to, under this Agreement, ~~provided labour to~~ provide labour to principle contractors and sub-contractors as per 1.05 of this Agreement.



### 5.04 Casual Employees

It is the intention of the Company to provide continuity of employment to employees. Efforts will be made to minimise the use of casual labour. However, where casuals are required they will be engaged and paid as such. A casual employee for working ordinary time shall be paid per hour the appropriate daily rate as prescribed herein for work which he or she performs, plus 20% and any site allowances applicable and any wage increases, entitlements or benefits under this Agreement. Where applicable the additional rates of 4.07 will apply.

Casual employees shall be engaged for a minimum period of one day and engagement as a casual will not continue for a continuous period beyond four weeks from the date of engagement.

Where employees are engaged as casuals they will receive their entitlements into the C+BUSS and ACIRT schemes for each day worked.

### 5.05 Long Service Payments

The Company will meet all requirements of the NSW Building and Construction Industry Long Service Payments Act, 1986. In particular, the Company will ensure that the correct Workers registration number will be recorded on all certificates of service issued and the certificate(s) will record all periods and dates employees have worked.

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### 5.06 First Aid Training

It is the intention of the Company to ensure that a suitable number of employees have a Senior First Aid Certificate. The Company will pay the enrolment fee and wages for any of these employees who do not have Certificates to attend an agreed first aid course once they have completed four months continuous employment with the Company.

### 5.07 Apprenticeships

Where the company undertakes trade work it will maintain in employment a ratio of 1 to 5 (1 to 4 on public sector sites) apprentices to tradespeople. Apprentices engaged direct from a group apprenticeship scheme will also be entitled to Top-Up Compensation / 24 Hour Accident Income Protection Insurance, the clothing provisions as contained in 1.10 of this agreement and the special project provisions contained in 4.06 as contained in the agreement.

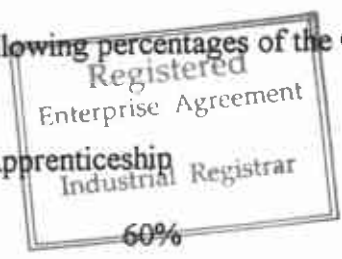
The wage rate payable to apprentices will be defined as the following percentages of the CW3 Level classification:

#### 4 year Apprenticeship

1st year	50%
2nd year	60%
3rd year	75%
4th year	90%

#### 3 year Apprenticeship

1st year	60%
2nd year	75%
3rd year	90%



The following scale of redundancy contributions shall be payable into the Australian Construction Industry Redundancy Trust (ACIRT) for apprentices:

1st year	Nil	per week
2nd year	\$25.00	per week
3rd year	\$30.00	per week
4th year	\$35.00	per week

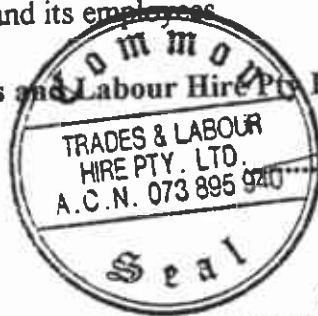
It is a term of this agreement that the company will pay for apprentices' superannuation payments into C+BUSS in accordance with the following scale:

- \* From 1 July 1996 \$34.00 per week
- \* From 1 July 1997 \$40.00 per week. This final increase is inclusive of any employee superannuation contribution payable pursuant to Federal legislation.


The foregoing Agreement and appendices A and B comprise the Agreement entered into between Trades and Labour Hire Pty Ltd and its employees

1. Signed for and on behalf of Trades and Labour Hire Pty Ltd.



*[Signature]*  
Nigel Harold Kutz  
Manager, NSW

Witnessed:  
Date:

*[Signature]*  
14/2/97

2.

*[Signature]*  
Michael Spurge - Builders Labourer

Witnessed:  
Date:

*[Signature]*  
14/2/97

3.

Registered  
Enterprise Agreement  
Industrial Registrar  
*[Signature]*  
Timothy Rooke - Builders Labourer

Witnessed:  
Date:

*[Signature]*  
14/2/97

4.

*[Signature]*  
Jason Donovan - Builders Labourer

Witnessed:  
Date:

*[Signature]*  
14/2/97

5.

*[Signature]*  
Brett Turner - Builders Labourer

Witnessed:  
Date:

*[Signature]*  
14/2/97

6.

*[Signature]*  
David Waters - Builders Labourer

Witnessed:  
Date:

*[Signature]*  
14/2/97



7.

*[Signature]*  
.....  
Alec Dumbarton - Builders Labourer

Witnessed:  
Date:

*[Signature]*  
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8.

Ian Harle - Builders Labourer

Witnessed:  
Date:

*[Signature]*  
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14/2/97  
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9.

*ABSENT*  
.....  
Glen Laycock - Builders Labourer

Witnessed:  
Date:

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Industrial Registrar  
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# APPENDIX A

## CONSULTATIVE COMMITTEE

The Company will establish a consultative committee from its building and construction workforce.

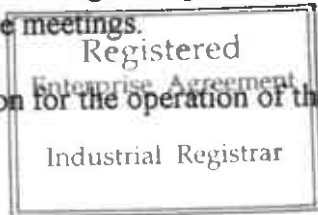
The Committee shall be elected from and by their fellow construction workers annually.

The Committees shall be responsible for analysing and addressing sign areas that improve effectiveness and productivity, and are related to the scope of works performed by the employees of the Company.

Whilst it is recognised that the consultative committees have a broad charter to address productivity issues, the committees are not able to negotiate on award conditions.

The State Secretary (or nominee) of the Union comprising the Single Bargaining Unit is welcome to attend and participate in consultative committee meetings.

The consultative committee will develop its own constitution for the operation of the committee.



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A.D.  
J.D.

**APPENDIX B  
NBCIA  
TRANSLATION SCHEDULE**

**Worker CW1**

Construction  
Level 1

Trades Labourer, Jackhammerperson, Mixer Driver (Concrete), Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater, Roof Layer (Malthoid and similar material), Dump Cart Operator, Concrete Formwork Stripper.

**Worker CW2**

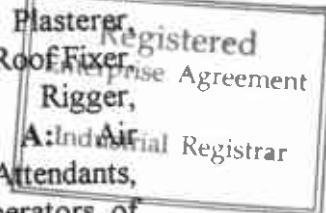
Construction  
Level 2

Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher.

**Worker CW3**

Construction  
Level 3

Carpenter and/or Joiner, Artificial Stoneworker, Bricklayer, Bridge/Wharf Carpenter, Caster, Fixer, Floorlayer Specialist, Floorsander (Task), Glazier, Marble and Slateworker, Painter, Plasterer, Quarryperson, Rooftiler, Slate Ridge or Roof Fixer, Shophand, Stonemason, Tilelayer, Rigger, Dogperson, Plant Operator. **Group A:** Air Compressor Operators, Electric Motor Attendants, All Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes, Asbestos Worker.



**Worker CW4**

Construction  
Level 4

Marker-Setter Out, Signwriter, Special Class Trades, Lettercutter.

**Group B:** Operator of:- Tractor - up to but not exceeding 48 kw (65 hp), Skid Steer Tractor up to but not exceeding 48kw (65 hp), Compactor - up to but not exceeding 48kw (65 hp), Mobile Crane - up to and including 10 tonnes, Floating crane - up to and including 10 tonnes, Other cranes - over 5 tonnes and not exceeding 15 tonnes, Road Roller.


Construction

Worker CW5

Level 5

Carver, Special Class tradesperson, Planter operator,  
**Group C:** Operator of:- Tractor - from 48kw (65 hp) up to but not exceeding 95kw (130 hp), Loader - front end and overhead from 48kw (65 hp) up to but not exceeding 95kw (130 hp), Dragline/Shovel Excavator - up to 0.5 cubic metres, Dumper - up to but not exceeding 25 tonnes, Grader - up to and including 90kw (120 hp), Compactor - from 48kw (65 hp) but not exceeding 95kw (130 hp), Fork Lift - from 48kw (65 hp) up to but not exceeding 95kw (130 hp), Mobile Crane - over 10 but not exceeding 20 tonnes, Floating Crane - over 10 but not exceeding 20 tonnes, Other Cranes - over 15 but not exceeding 20 tonnes.



**NEW CLASSIFICATION**  
**ABBREVIATION**      %

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A.P.  
J.D.

## APPENDIX B

Class	CW1 92.00	CW2 96.00	CW3 100.00	CW4 105.00	CW5 110.00	CW6 115.00	CW7 120.00	CW8 125.00
<b>Rates 38 Hrs</b>								
<b>&lt;1.8.95 Hourly</b>	440.04 11.58	452.58 11.91	489.06 12.87	513.51 13.51	537.97 14.16	562.42 14.80	586.87 15.44	611.33 16.04
<b>&gt;1.8.95 Hourly</b>	451.04 11.86	463.89 12.20	501.29 13.19	526.35 13.85	551.42 14.51	576.48 15.17	601.54 15.83	626.61 16.49
<b>&lt;1.2.96 Hourly</b>	461.70 12.15	475.19 12.50	513.82 13.52	539.51 14.20	565.20 14.87	590.89 15.55	616.58 16.23	642.27 16.90
<b>&gt;1.8.96 Hourly</b>	473.24 12.45	486.87 12.81	526.66 13.86	553.00 14.55	579.33 15.258	605.66 15.94	632.00 16.63	658.33 17.32
<b>&lt;1.2.97 Hourly</b>	484.92 12.76	498.94 13.13	539.83 14.21	566.82 14.92	593.81 15.63	620.81 16.34	647.80 17.05	674.79 17.76
<b>&gt;1.8.97 Hourly</b>	497.00 13.07	511.41 13.45	553.33 14.56	580.99 15.29	608.66 16.02	636.33 16.75	663.99 17.47	691.66 18.20

NB: The above figures represent an increase of 2.5% each 6 months from 1.8.95.

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