

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO : EA98/269

TITLE: Select Civil Pty Ltd, Australian Workers Union Enterprise Agreement 1998

I.R.C. NO: 98/4175

DATE APPROVED/COMMENCEMENT: Approved 26 August 1998 and commenced first full pay period on or after 26 August 1998

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New



GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

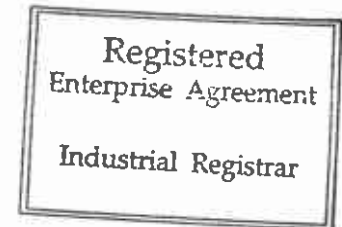
EMPLOYEES: Applies to employees engaged in civil engineering, excavation, demolition or like works in New South Wales

PARTIES: Select Civil Pty Ltd -&- The Australian Workers' Union, New South Wales



Enterprise Agreement

Between



Select Civil Pty Ltd

&

The Australian Workers' Union NSW

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1 INTRODUCTION

This edition of the Select Civil Enterprise Agreement has been formulated with greater consultation between Select Civil Management and employees to give those people most affected by the Agreement the opportunity to shape the terms and conditions of the Agreement.

The consultative process identified issues such as continuity of employment benefits, caravan allowance, cashing in sick leave, notice provisions for termination and reducing the cost of wet weather as important and consequently these have been included in this Agreement along with increased rates of pay.

Select Civil is currently unique in the NSW Civil Construction Industry in that as a medium sized company it continues to employ a large direct workforce and maintain large fleets of earthmoving equipment. While the current industry trend is to subcontract and hire. Both employees and management recognise the importance of working co-operatively to improve the competitiveness of Select Civil in the industry.

The company recognises that some employees have a preference to working for Select Civil when possible. Repeat employment provides a benefit to the employee in gaining experience and development of skills and the ability to embark on a career path. The company gains from this in having an experienced and skilled workforce. To promote this initiative, the Agreement now includes additional benefits for these regular, or 'core' employees.

This agreement has been written in plain English and simplified where possible to eliminate disagreements due to interpretation.

2 TITLE AND PARTIES

This agreement shall be known as the Select Civil Pty Ltd, Australian Workers Union Enterprise Agreement 1998.

The parties to this agreement shall be Select Civil Contractors Pty Limited, its employees and the Australian Workers Union.

3 DURESS

This agreement has not been entered into under duress from any parties associated with it.

4 APPLICATION OF AGREEMENT

This agreement shall apply to any work carried out by employees of the Company with respect to or incidental to any civil engineering, excavation, demolition, or like works.

This agreement shall be binding upon Select Civil Contractors Pty Limited, their employees and the Union listed in Clause 2 in respect of the above mentioned work performed within the state of New South Wales.

The terms of this Agreement shall prevail over any inconsistent terms in the Relevant Award as varied from time to time. In respect of any terms and conditions of employment which are not included in this agreement, the relevant award shall apply.

5 DEFINITIONS

“Agreement” means the Select Civil Pty Ltd, AWU Enterprise Agreement 1998.

“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. Generally this would be the NSW General Construction and Maintenance Civil and Mechanical Engineering (State) Award or Plant Operators on Construction (State) Award.

“Select Civil” means Select Civil Pty Ltd.

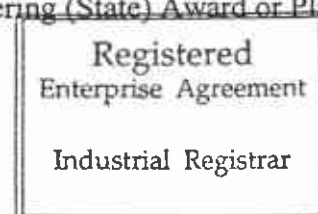
“Company” means Select Civil Pty Limited.

“Management” means staff persons engaged by Select Civil either in a supervision or management capacity.

“Employees” means persons engaged on wages by Select Civil.

“Parties” means the parties to this Agreement.

“Union” means the Australian Workers Union.



6 TERM OF AGREEMENT

This agreement shall operate from the date of registration and shall continue in force for two years. The benefits provided by the agreement will be applicable from the date of registration of the agreement unless otherwise indicated by the agreement. The parties agree to commence negotiation for a new agreement within three months prior to the expiry of this agreement.

7 COMMITMENT AND OBJECTIVES

The parties to this Agreement are committed to ensuring that:

- a) This Agreement will lead to real gains in productivity and workplace efficiencies.
- b) High standards of health and safety are attained.
- c) A career structure is provided for all employees based on skills and competencies and the contribution they make to the company's performance.
- d) High quality work and customer satisfaction are achieved through good communication and teamwork.
- e) Lost time is eliminated.

8 CORE EMPLOYEES

The company recognises that repeat employment provides benefits to the employees and the company such as:

- a) The gaining of experience
- b) The development of skills and embarking on a career path
- c) Better communication between management and employees.

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To promote this initiative core employees will receive additional benefits.

A core employee is defined as one who within the 3 year period immediately prior to employment on a new project has:

- a) Been employed with the Company for a total of no less than 21 months
- b) No separation of employment from the Company greater than 6 months duration

There will be provisions made through the consultative process for assessing an employee's eligibility for becoming a core employee, when the employee accrues 21 months employment early in a long duration project.

Core employees will receive the following additional benefits:

- a) continuity of accumulated sick leave - refer Clause 34
- b) continuity of accumulated annual leave - refer Clause 23
- c) continuity of annual leave loading qualifying period
- d) option to cash in sick leave accrued beyond 10 days - refer Clause 34
- e) caravan allowance to be paid at the rate of \$277.70 per week and subject to CPI increases.
- f) no probationary period - refer to Clause 22
- g) continuity of employment when possible - refer to Clause 9

9 CONTINUITY OF EMPLOYMENT

Core employees will be transferred from one project to another without termination, subject to the following:

- a) There exists an immediate work requirement for the core employee on a new project.

- b) The 'old' project and the 'new' project are both located in New South Wales.
- c) A clear timetable is agreed between the core employee and management regarding last day of work on the 'old' project and the first day of work on the 'new' project.
- d) Any relocation time required between projects is carried out on a leave-without-pay basis.
- e) Transfer from one project to the next is at the sole discretion of the Company eg if one project finishes leaving 20 core employees redundant and a new project starts requiring only 10 employees, then the Company determines which core employees are transferred.
- f) The Parties agree that traditional continuity of employment existing in other industries is
- g) The Parties agree that it is not the intent of this Clause to:
 - unachievable in the construction industry, due to the intermittent nature of the workload. They further agree that the intent of this Clause is to provide continuity where possible, allowing employees to accumulate annual leave instead of being forced to cash it in. This will allow annual leave to be taken at a more appropriate time, as mutually agreed between the Company and the employee.
- (i) influence the Company to employ anyone it does not wish to employ; and
- (ii) influence the Company regarding which work it chooses to subcontract; and
- (iii) as such it is acknowledged by the parties that the company is under no obligation to offer distant location work to the company's employees. Whilst the company may intend to use current employees on distant projects, the contractual obligations relevant to the use of local labour and the Company's competitiveness will be the determining factors
- h) The Parties agree that the concept of not terminating all employees at the end of a project is a significant change in conditions of employment with the Company. The continuation of this change in future Agreements is dependent on the successful implementation of the change by all Parties in this Agreement.

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10 RETRENCHMENT

In determining retrenchment/termination situations the parties accept the principle that length of service is not the exclusive consideration to be taken into account but shall be one of a range of factors considered including the skills, aptitude and efficiency of employees and changes in the operational needs of the business.

11 SKILLS, TRAINING AND MULTISKILLING

11.1 Training Strategy - The parties will provide a genuine commitment to training and education to

improve site workforce skills. Training will be relevant and delivered during tool-box meetings or via structured training programmes, predominantly on-site. All on-site training will be paid at ordinary time rates. Employees will assist in identifying group training needs and put forward recommendations to management regarding relevant training. Literacy and numerical training will be addressed as necessary via accredited external or internal programmes. Project construction drawings may be made available to employees to further their knowledge of the project.

11.2 Involvement in initiatives of multi-skilling by individuals shall be subject to the employees capacity and performance to undertake such tasks.

11.3 Induction Training - All employees will receive a site induction detailing issues including:

- Enterprise Agreement
- Site Layout
- Occupational Health and Safety Procedures
- Work Procedures
- Quality Systems
- Environmental Issues



12 CONSULTATION

12.1 A Work Place Committee will be established by the parties to consult about matters involving changes to the organisation and performance of work within the scope of this agreement and the needs of the business.

12.2 Upon ratification of this agreement the Work Place committee will be responsible for ensuring that ongoing review of the Agreement takes place.

12.3 The Work Place Committee will be comprised of equal management and employee representation generally being two from each group. The review process will allow ongoing assessment and monitoring of the Agreement for effectiveness and suitability. These meetings will occur every 6 months.

13 PRODUCTIVITY AND EFFICIENCY

13.1 The Work Place Committee will establish goals for improvement in efficiency and productivity and take appropriate action to implement those goals. Without limiting the efficiencies to be considered by the Work Place Committee the following matters may be considered:

13.1.1 Efficient use of labour to maximise productivity.

13.1.2 Work Organisation.

13.1.3 Safety - lost time frequency rate and rates of hazardous incidents.

13.1.4 Attitude and motivation - employee morale/absenteeism.

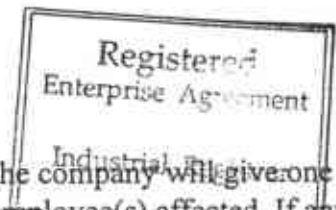
13.1.5 Needs of the business

14 OCCUPATIONAL HEALTH AND SAFETY

- 14.1 All employees and persons working for the Company shall contribute to a safe and healthy working environment. The Company and the union signatory to this agreement shall give full co-operation to achieve the highest standards of Occupational Health and Safety.
- 14.2 The parties recognise safety education, induction and other programmes are fundamental in achieving this objective.
- 14.3 On all the company's projects there shall be strict compliance with all Statutory requirements and the Company Occupational Health and Safety policies, and implementation of Industry OH&S Codes of Practice shall ensure safe and healthy environments are established for all personnel on projects.

15 CONTRACT OF EMPLOYMENT

- 15.1 All employees will be weekly hire. In the event of any terminations the company will give one week's notice or payment of one week's pay in lieu of notice to the employee(s) affected. If any employee(s) leaves, the employee will be required to give one week's notice or forfeit one week's pay in lieu thereof.



Any employee who has given or is given such notice and is absent from work without reasonable cause during such period shall be deemed to have abandoned employment and therefore not be entitled to one weeks pay in lieu of notice. Hours worked up to abandonment of employment will be paid.

15.2 Counselling and Disciplinary Procedure

In the event that an employee fails to maintain satisfactory performance levels, the following Counselling Procedure will be applied by Line management:

Step 1 - Verbal Warning/Counselling

An explanation of the concerns about the employee together with company expectations will be clearly outlined in the presence of an employee of their choice, given that they are on the job and available.

The employee will be given right of return and reminded of the company procedure. This will constitute the first warning, which is to be documented.

The employee being counselled will be made aware of the standards of improvement required.

The employer will pay for the services of Professional Counselling to allow the employee the opportunity to take advantage of these services if they so choose.

Step 2 - Written Warning/Improved Performance:

If the employee fails to meet agreed standards of improvement in accordance with Step 1, a written warning is to be given referring to the first warning. The written warning will state that it is a final warning and that failure to meet the desired standards of improvement stated therein will lead to dismissal without further notice.

Step 3 - Dismissal

Where the Company has followed Steps 1 and 2 and the employee has failed to meet reasonable agreed standards of improvement, notice of dismissal may be given by the Company in accordance with Clause 16.1.

16 CASUAL EMPLOYMENT

16.1 Casual employees are employees engaged as such. A casual employee shall be paid for a minimum of 1 day. Termination of employment shall be by one day's notice or by payment or forfeiture as the case may be.

16.2 A casual employee may be employed for up to six (6) months

16.3 An employee engaged as a casual employee shall be paid a loading of 20% in addition to the normal hourly rate of pay. Loading shall apply to normal hours and overtime.

16.4 Casuals shall be entitled to the benefits of clause 23 of this agreement except for those parts of clause 23 that cover Superannuation, Redundancy and Long Service.

17 HOURS OF WORK

17.1 The ordinary hours of work for weekly employees shall be 38 per week and may be worked between 6.00am and 6.00pm Monday to Friday as required by Management scheduling.

17.2 Individual start times shall be flexible during wet weather periods, where due notice shall be given. Start times in this instance will be no later than 9.00am.

17.3 Lunch breaks shall be taken between 12.00 noon and 2.00 pm provided that employees may agree on extending this period for lunch breaks to accommodate the operational requirements of the project whilst keeping within the ordinary hours spread between 6.00am and 6.00pm.

18 ROSTERED DAYS OFF

18.1 The taking of rostered days shall be flexible. Agreement between management and the Work Place Committee on any project may be reached to work on any rostered days off. Such agreement shall be recorded in writing. Work on a rostered day shall be regarded as ordinary time where agreement to work that day has been reached.

18.2 Those industry wide RDO's that fall in conjunction with the following Public Holidays during the life of this Agreement will be observed by all employees.

Australia Day

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shall be paid for a

Easter Monday
Queens Birthday
Labour Day

The RDO occurring adjacent to the annual Christmas close down period.

- 18.3 RDO's may be banked and taken by mutual agreement with employees. Up to 5 days may be banked in any twelve-month period (Jan/Dec). RDO entitlements shall be taken and not paid out on transfer from on project to another.

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19 INCLEMENT WEATHER

- 19.1 "Inclement Weather" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, extreme cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof) by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.
- 19.2 The parties agree that the primary focus on Inclement Weather provisions is to provide a set of agreed procedures which ensure that through scheduling of working hours loss of working time is minimised and productive work is maximised without employees being exposed to climatic conditions which are unreasonable or unsafe to work in.
- 19.3 Wherever inclement conditions arise, productive work should continue by transferring to work in areas protected from Inclement Weather.
- 19.4 Where all avenues of alternative productive work in areas unaffected by Inclement Weather have been exhausted participation in genuine and relevant training, consultation and information sharing activities shall be considered.
- 19.5 An employee operating machinery fitted with a functional weatherproof cab shall be deemed to be working in an area not affected by Inclement Weather, subject to safe working conditions applying and reasonable access to the machine being available to the operator.

20 ELECTRONIC TRANSFER OF WAGES

The parties agree to electronic transfer of wages.

21 PROBATIONARY PERIOD

Core employees will not be required to undergo a probationary period. Other employees will undergo a probationary period of three (3) months, to assess the employees ability to work in conjunction with the Agreement and the needs of the industry.

22 ANNUAL LEAVE

Annual leave is to be taken as provided by the Relevant Awards or Annual Leave Act (NSW).

23 WAGES AND CONDITIONS

- 23.1 Wages – From the first pay period commencing after registration of this agreement the current hourly rate will be increased by 2.5% (See Appendix “B” “Rate Increase NO 1”).

Wages will then be increased in three instalments every six (6) months by 2.5%

- 23.2 Weekly Pay Period – Prior to this Agreement the pay period ended Tuesday night and hours worked on a Tuesday were estimated Tuesday morning. This situation led to much confusion and some disagreement and has therefore been addressed in the Agreement.

Each pay period will now start from start of shift Tuesday to end of shift the following Monday. This will avoid estimation of hours.

- 23.3 Superannuation – Entitlements will be fixed at \$50.00 per week and will be paid into the Building and Construction Union’s Superannuation Scheme or Nationwide Superannuation Fund.
- 23.4 Redundancy – Contributions for the employees will be paid into the ACIRT Redundancy Trust at the amount of \$55.00 per week.
- 23.5 Productivity – A payment as set out below shall be paid per hour actually worked in recognition of improved productivity performance arising from successful operation of this Agreement. This allowance will also be in lieu of any project allowance.

Productivity Payments		
Region		Amount \$
Award project value	less than \$15m	1.00
	\$15m to \$30m	1.25
	More than \$30m	1.50
Out side the Sydney, Newcastle or Wollongong areas. All projects in excess of \$6m		.75
Major projects anywhere in NSW value greater than \$100m but less than \$200m		2.00
Major projects anywhere in NSW value greater than \$200m		2.00 or additionally as negotiated between the parties considering project specific conditions

23.6 Income Protection Insurance – During the term of this agreement there will be provided, by a Company approved insurer at the industry standard, an agreed Workers Compensation Top Up/24 Hour Income Accident Insurance Protection Policy to a maximum level of \$600.00 per week. In the event of the Insurance Provider refusing to cover any individual, then no cover will be provided.

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

24 FARES AND TRAVEL ALLOWANCE

Fares and travel allowance shall be paid to all employees for days actually worked. The amount of the allowance shall be \$11.80 per day or such higher amount as may be approved by the Commission from time to time in the relevant award.

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25 HAMMER ALLOWANCE

A Hammer Allowance of \$1.00 shall be paid to employees for hours actually worked while using a hammer attachment on a machine being operated.

26 PLANT SERVICING ALLOWANCE

A plant servicing allowance of \$10.00 shall be paid to plant operators that are required to service their machine in accordance with company policy.

27 ALCOHOL AND OTHER DRUGS

It is agreed that a person will not be allowed to enter for work on a project if the person is under the influence of alcohol or any other substance which impairs the person's work or is likely to create an unsafe working environment.

In accordance with the Select Civil O.H. & S. Drug & Alcohol procedure, if an employee is suspected of being under the influence of a drug or alcohol the procedure in Appendix 'C' will apply.

28 NON SMOKING

28.1 In the interests of Occupational Health and Safety, Select Civil Pty Limited site crib sheds and administration offices and company vehicles will be non-smoking areas.

28.2 Non-smoking areas will be identified by the appropriate prohibition symbol.

29 PROTECTIVE CLOTHING

29.1 Footwear – Appropriate safety footwear shall be supplied immediately on engagements to all persons on site and will be replaced on a fair wear and tear basis, provided worn footwear is produced to the company as evidence.

29.2 Clothing – Each employee, after completion of the probationary period defined in Clause 22, shall be eligible to be issued with the following on each project:

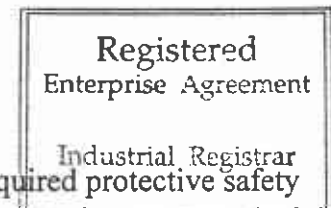
- i) one warm bluey jacket or equivalent
- ii) one Select Civil shirt or equivalent

29.3 Hard Hats – Hard hats will be provided by the company immediately on engagement of new employees.

29.4 The Company shall provide suitable protection from ultra-violet radiation. This will include:

- a) 15+ sunscreen lotion
- b) Protective eye wear that meets AS1337
- c) Suitable hard hat attachments

29.5 Non-Wearing of – Where an individual who has been issued with required protective safety equipment, including safety footwear and clothing, is found not to be wearing same on the job then such employee shall be counselled by the line management.



Further breaches in relation to protective equipment may result in the individual being required to show cause why that individual should not have their employment terminated.

29.6 Provided there is no substantial cost difference Australian-made products shall be used.

30 AVOIDANCE OF INDUSTRIAL DISPUTES AND EMPLOYEE GRIEVANCES

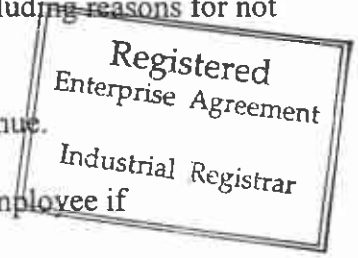
30.1 This procedure for the avoidance of industrial disputes and employee grievances shall apply to the parties to this agreement.

30.2 The objectives of the procedure shall be to promote the resolution of disputes/grievances by measures based on consultation, co-operation and discussion; to reduce the level of industrial confrontation; and to avoid interruption to the performance of work and the consequential loss of production and wages.

30.3 a) Procedures relating to grievances of individual employees

- (i) The employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, request a meeting with the Company for bilateral discussions and state the remedy sought.

- (ii) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) At the conclusion of the discussion, the company must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (v) While a procedure is being followed, normal work must continue.
- (vi) The employee may be represented by the Union or a fellow employee if available and on the site.



b) Procedures relating to disputes between the Company and their employees

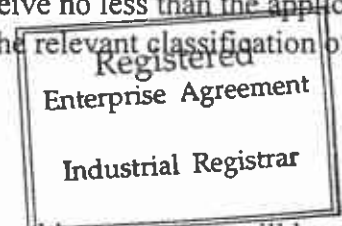
- (i) A question, dispute or difficulty must initially be dealt with as close to its sources as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (ii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iii) While a procedure is being followed, normal work must continue.
- (iv) The Company may be represented by an industrial organisation of Companies and the employees may be represented by the Union.

- 30.4 There shall be a commitment by the parties to achieve adherence to this procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute.
- 30.5 Sensible time limits shall be allowed for the completion of the various stages of the discussion. At least seven days should be allowed for all stages of the discussions to be finalised.
- 30.6 Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations commission of New south Wales for assistance in resolving the dispute.
- 30.7 In order to allow for the peaceful resolution of grievances and disputes the parties shall be committed to avoid industrial action including, stoppages of work, lock-outs or any other bans or limitations on the performance of work while the above procedure is being followed.
- 30.8 The Company shall ensure that all practices applied during the operation of the procedure are in accordance with their obligations under the Occupational Health and Safety Act 1983 (NSW) and consistent with established custom and practice at the workplace.

Subject to the above an employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work whether at the same workplace or another workplace that is safe and appropriate for the employee to perform.

31 SUB CONTRACTORS

- 31.1 As circumstances may vary between subcontractors and on different projects, the Parties agree that there will be no claims to flow enterprise agreement provisions from one subcontractor to another or from Select Civil Pty Limited to a subcontractor or from a subcontractor to Select Civil Pty Limited or from one project to another.
- 31.2 Should supplementary labour be engaged by Select Civil Pty Limited from an organisation that does not have a registered Agreement – then those persons will receive no less than the applicable hourly rate Select Civil Pty Limited employees would receive for the relevant classification of work in which supplementary labour is engaged.



32 SICK LEAVE

Core Employees – Sick leave accumulated on any new project under this Agreement will be able to be cashed in by core employees subject to the following:

- i) Sick leave entitlements accumulated prior to the operation of this Agreement (the Preserved Sick Leave Benefit) can not be cashed in but will continue to be available for use in accordance with Clause 8 and the Relevant Award. The Preserved Sick Leave Benefit will be used first rather than using any additional leave accumulated under this Agreement.
- ii) Sick leave will accumulate under this Agreement at the rate of 0.833 days per month of employment (ie 10 days per year of employment).
- iii) Only sick leave entitlements in excess of a bank of ten (10) days may be cashed in.
- iv) Sick leave will be cashed in upon request by the employee, in accordance with the above with one weeks notice required.

Other employees - Sick leave provisions as per the Relevant Award or Act.

33 LIVING AWAY FROM HOME ALLOWANCE

No living away allowance will be paid.

34 NO EXTRA CLAIMS

The employees of Select Civil Pty Limited and the Union shall not make any extra claims for any increases in rates of pay, allowances or conditions during the term of this agreement.

35 BONUS PAYMENTS

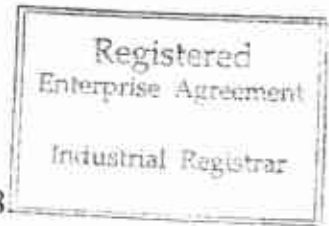
The parties agree that the Company may make bonus payments to any employee or group of employees without any claim to flow bonus payments to other employees.

Bonus 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.

36 WORK ENVIRONMENT

It is Select Civil Pty Ltd objective that all employees enjoy a workplace environment free from discrimination. The company has guidelines for dealing with harassment in the workplace in accordance with the relevant Act.

37 PARTIES SIGNATURES



This Agreement is made at NEWCASTLE on the 24 day of July 1998.

Signed on behalf of Select Civil Pty Limited

Witness

A handwritten signature in black ink, appearing to be "Glen Cleghorn".

.....
Glen Cleghorn
Manager of Industrial Relations

Signed on behalf of The Australian Workers Union

Witness

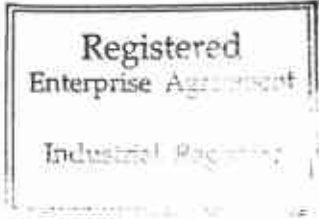
A handwritten signature in black ink, appearing to be "Kevin Maher".

.....
Kevin Maher
Secretary
Newcastle, Central Coast
& Northern Regions Branch

Appendix A

Classification	Description
CW 1	<ul style="list-style-type: none"> - General Labourer - Stringliner - Circle Checker - Chainman - Traffic Controller- accredited - Worker engaged in dismantling - Tipman and or loading tallyman - Labourer on erosion control - Labourer- bending reinforcing steel - Asphalt Paver/Gang <div data-bbox="1098 483 1417 701" style="border: 1px solid black; padding: 5px; text-align: center; margin-left: auto; margin-right: auto;"> <p>Registered Enterprise Agreement Industrial Registrar</p> </div>
CW 2	<ul style="list-style-type: none"> - Steel Fixer - Pipe Layer and or joiner assisting (not accredited) - Survey Assistant (with RPL) - Labourers engaged in the erection and placement of steel wire mattresses - Concrete Worker- including floater, formwork erector and or stripper, tamperman, concrete cutting or drilling machine operator - Holder of Basic Oxy cutting skills - Labourer bending reinforcing steel to pattern or plan - Pressure grouter's assistant
CW 3	<ul style="list-style-type: none"> - Manhole builder (Accredited) - Concrete Finisher - Installing kerb lintels, grates - Pipe layer and or joiner (Accredited) - Labourer placing and or tack welding reinforcing steel - Pressure Grouter
CW 4	<ul style="list-style-type: none"> - Paving - Experienced leading hand - As per Group C of Plant Operators Award: - Operator of tractor- from 48kw (hp) up to but not exceeding 96kw (130hp) - Operator of loader - front end and overhead- from 48kw (65hp) up to but not exceeding 96kw (130hp) - Operator of dragline/shovel excavator- up to 0.5 cubic metres - Operator of dumper - up to but not exceeding 25 tonnes - Operator of grader- up to and including 90kw (120hp) - Operator of compactor - from 48kw (65hp) but not exceeding 96kw(130hp) - Operator of skid steer tractor - from 48kw (65hp) up to but not exceeding 96kw (130hp) - Operator of fork lift - from 48kw (65hp) up to but not exceeding 96kw(130hp) - Operator of mobile crane - over10 but not exceeding 20 tonnes

Classification	Description
	<ul style="list-style-type: none"> - Operator of floating crane - over 10 but not exceeding 20 tonnes - Operator of other cranes - over 15 but not exceeding 20 tonnes
<p>CW 5</p>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin-left: auto; margin-right: auto;"> <p style="text-align: center;">Registered Enterprise Agreement Industrial Registrar</p> </div> <ul style="list-style-type: none"> - Riggers - Dogman - Paver operator - Batch plant operator - As per Group D of Plant Operators Award: - Operator of tractor - from 96kw (130hp) up to but not exceeding 220kw (295hp) - Operator of excavator - hydraulic telescopic boom type - Operator dragline / shovel excavator - from 0.5 cubic meters up to but not exceeding 1.5 cubic meters - Operator of dumper - from 25 tonnes up to but not exceeding 40 tonnes - Operator of grader - from 96kw (130hp) up to but not exceeding 148kw (200hp) - Operator of loader - front end overhead from 96kw (130hp) up to but not exceeding 220kw (295hp) capacity - Operator of side boom/pipe layer - up to but not exceeding 96kw (130hp) - Operator of compactor - from 96kw (130hp) up to but not exceeding 220kw (295hp) - As per Group E of Plant Operators Award: - Operator of grader - from 148kw (200hp) - Operator of tractor - from 220kw (295hp) up to but not exceeding 370kw (500hp) - Operator of dumper - from 40 tonnes up to but not exceeding 100 tonnes - Operator of loader - front end and overhead, from 220kw (295hp) up to but not exceeding 370kw (500hp) - Operator of compactor - from 220kw(295hp) - Operator of skid steer tractor from 220kw (295hp) - Operator of dragline/ shovel excavator - from 1.5 meters up to not exceeding 3.0 meters capacity - Operator of side boom/pipe layer - from 96kw (130hp) but not exceeding 220kw (295hp)
<p>CW 6</p>	<ul style="list-style-type: none"> - Operator PC 650 - Operator 375 excavator - Operator PC 1000 - Operator 651 - As per Group F of Plant Operators Award: - Operator of tractor - from 370kw (500hp) up to but not exceeding 450kw (600hp) - Operator of dragline / shovel excavator - from 3.0 cubic meters up to but not exceeding 5 cubic meters - Operator of dumper - from 100 tonnes truck capacity - Operator of loader - front end and overhead from 370kw (500hp) up to but

Classification	Description
	not exceeding 450kw (600hp)
	<ul style="list-style-type: none"> - As per Group G of Plant Operators Award: - Operator of dragline/shovel excavator - from 5 cubic meters - Operator of side boom / pipe layer - from 220kw (295hp)
CW 7	<ul style="list-style-type: none"> - Group G of Plant Operators Award - Operator D10 - Operator D11 - Operator 475 - As per Group H of Plant Operators Award: - Operator of tractor - from 450kw (600hp) - Operator of tower crane 
CW 8	- multiskilled construction worker able to perform all duties C3 through C7 inclusive

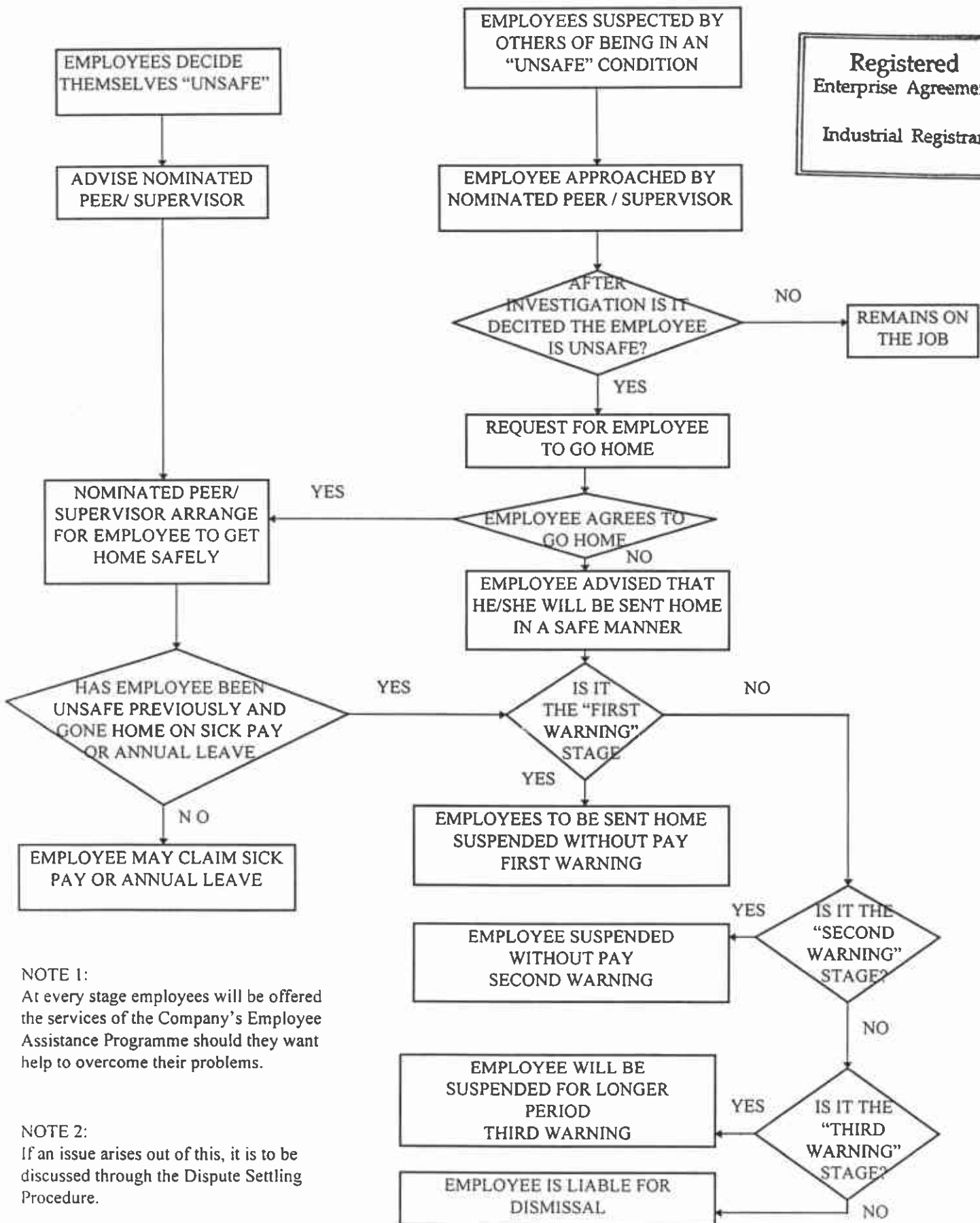
Appendix 'B'

Classification	Current Hourly Rate	1st Increase	2nd Increase	3rd Increase	4th Increase
CW 1 92.4%	\$12.64	\$12.96	\$13.28	\$13.61	\$13.96
CW 2 96%	\$13.13	\$13.46	\$13.80	\$14.14	\$14.49
CW 3 100%	\$13.68	\$14.03	\$14.38	\$14.74	\$15.10
CW 4 105%	\$14.36	\$14.72	\$15.08	\$15.46	\$15.84
CW 5 110%	\$15.05	\$15.43	\$15.82	\$16.22	\$16.63
CW 6 115%	\$15.73	\$16.12	\$16.52	\$16.93	\$17.35
CW 7 120%	\$16.42	\$16.83	\$17.26	\$17.69	\$18.13
CW 8 125%	\$17.10	\$17.53	\$17.97	\$18.42	\$18.88



APPENDIX C ALCOLHOL AND OTHER DRUGS MANAGEMENT PROCEDURE

**Registered
Enterprise Agreement
Industrial Registrar**



NOTE 1:
At every stage employees will be offered the services of the Company's Employee Assistance Programme should they want help to overcome their problems.

NOTE 2:
If an issue arises out of this, it is to be discussed through the Dispute Settling Procedure.