

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA04/89

**TITLE:** Stevens Construction Pty Ltd/CFMEU Enterprise Agreement

**I.R.C. NO:** IRC4/774

**DATE APPROVED/COMMENCEMENT:** 3 March 2004

**TERM:** 22 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 21 May 2004

**DATE TERMINATED:**

**NUMBER OF PAGES:** 24

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Stevens Construction Pty Ltd engaged in building and construction work as defined in the Building and Construction Industry (State) Award

**PARTIES:** Stevens Constructions Pty Ltd -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch)

# Collective Bargaining Agreement Between Stevens Construction Pty Ltd & Construction Forestry Mining Energy Union Construction and General Division NSW Branch

Expiring 31st October 2005

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## **1. Title**

This Enterprise Agreement shall be known as the:

Stevens Construction Pty Ltd / CFMEU Enterprise Agreement (expiring 31st October 2005)

## **2. Definitions**

The Company:	Stevens Construction Pty Ltd (hereinafter referred to as "the Company") Address: PO Box 3171, Erina NSW 2250 Telephone: 4365 3351 Facsimile: 4365 3750
Parent Award:	Building and Construction Industry (State) Award (hereinafter referred to as "the Award")
Union:	Construction Forestry Mining Energy Union of Australia (Construction and General Division) New South Wales Branch (hereinafter referred to as "the Union")
The Agreement:	Stevens Construction Pty Ltd / CFMEU Enterprise Agreement (expiring 31st October 2005) (hereinafter referred to as "the Agreement")

## **3. Parties and Persons Bound**

- a) The Company in respect to all of its Employees engaged in building and construction work as defined in the Award.
- b) The Construction Forestry Mining Energy Union of Australia (Construction and General Division) New South Wales Branch.
- c) Employees (herein after referred to as "Employees") of the Company engaged in building and construction work as defined in the Award.

## **4. Relations to Parent Award**

The terms and conditions of this Agreement shall rescind and replace the provisions contained in the Parent Award where the inconsistency exists to the extent of the inconsistency.

## **5. Duration of the Agreement**

The agreement will apply from the date of approval by the NSW Industrial Relations Commission (the commission) until 31st October 2005.

In the event the Agreement is terminated the conditions of this Agreement shall no longer apply. In such circumstances the conditions governing the employment of respective Employees will be prescribed by the Award.

No later than three months before expiration of this Agreement the parties may commence discussions concerning a future agreement. This Agreement shall continue to apply beyond its expiration date until replaced by another agreement or cancelled by one of the parties. The parties must give one months notice in writing of any intention to terminate this Agreement.

## **6. No Extra Claims**

It is a term of this Agreement that the Company, Employees and the Union signatory to this Agreement will not pursue any further claims during its period of operation.

All disputes shall be resolved strictly in accordance with the Dispute Settling Procedures of this Agreement.

The parties acknowledge some projects may have site specific project agreements which prescribe special conditions. Where such agreements are contractually applicable and/or formally certified by the relevant industrial tribunal to apply to the Company the Agreement provides additional project specific productivity / milestone payment(s) and or other benefits, the Company shall comply.

The Union undertakes not to pursue any increase in the project allowances currently provided for in the Sydney matrix. Further, the Union undertakes to make no claim for site allowance in excess of those set out in the said Sydney matrix.

## **7. Company Consultative Committee**

The Company may establish and maintain where appropriate, a Consultative Committee as a forum for effective communication between the Company and its Employees.

The Consultative Committee will be made up of an equal number of management representatives and Employee representatives elected by the Employees. The parties agree that there will be a maximum of two representatives from management and two from the site workforce.

The principle purpose of this Committee will be to:

- a) Monitor the implementation of the terms of this Agreement
- b) Facilitate the process of workplace reform through consultation
- c) Provide a mechanism for consultation with Employees in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and / or recommend measures or actions in respect of but not limited to:

Productivity

Job security

Skills audit and training

Management of quality assurance

Occupational health and safety

Existing and future work

Removal of restrictive work practices

Productive use of inclement weather downtime

Rehabilitation of injured Employees

Environmental protection

Redundancies

Where a Company Committee is not established consultation will take place at a forum provided for by the company for its employees on all work related issues.

## **8. Objectives**

This Agreement has the following objectives

- a) To provide a culture for change based on sustained continuous improvement
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging
- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills -related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose
- j) To maintain and enhance company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix D)
- l) To foster and encourage affirmative action principles
- m) To pay Employees fair wages and provide enhanced employment conditions
- n) To eliminate stoppages or bans during the life of this Agreement.
- o) To adhere to dispute settlement procedures of the Agreement

### **9. Protective Clothing**

All Employees will be required to present ready for work with appropriate footwear. If a new Employee does not have appropriate footwear the Company will supply it. This footwear will be replaced on a fair wear and tear basis on the condition that old footwear is presented for inspection if required.

Employees each year will be issued with the following:

- a) In April the option of two (2) sloppy joe ' s and one ( 1 ) -Polo shirt, or one ( I) sloppy-joe and one (I) jacket, and
- b) In October two (2) Polo shirts and two (2) pairs of shorts / trousers

Employees are expected to wear Company provided clothing and maintain such in a tidy manner, so as to display a professional Company image.

Clothing supplied will have a minimum of UPF 40 rating (Australian Standard 4399).

Employees will be required to wear appropriate clothing to provide protection from the harmful effects of UV exposure.

Clothing and footwear supplied will be Australian made and manufactured where practicable.

Additional personal protective equipment e.g., gloves, eye protection, sun protection will be supplied where required.

It is a condition of employment with the Company that whilst working on site, Employees are required to wear hard hats, steel capped boots and appropriate protective clothing at all times.

The following disciplinary procedure will be adopted in relation to the wearing of these protective items:

- a) Verbal warning(s)
- b) Written warning
- c) Eight (8) hours suspension -without pay
- d) Employment terminated

The Union recognises the legal obligation on the Company and Employees to comply with safety footwear, helmet and protective clothing requirements and the need for effective disciplinary procedure.

### **10. Wage Rates I Remuneration**

In recognition of the efficiencies and productivity measures contained herein the following increases shall be available to Employees covered by this Agreement:

#### **10.1 Wage Increases**

- a) Employees, except apprentices will be paid in accordance with the classification structure and wage rates in Appendix A of this Agreement
- b) Additional wage increases will apply during the life of this Agreement as per Appendix A
- c) It is agreed that there will be no other increases to wages or allowances for Employees under this Agreement except any rates / allowance(s) provided under an enforceable Project Agreement, Award variations to expense related allowances, other allowances not dealt with by this Agreement and apprentice wage rates for the duration of this Agreement.

#### **10.2 Productivity Allowance**

In return for compliance with the provisions of this Agreement, a company productivity allowance will be paid to all Employees covered by this Agreement. This allowance will be paid weekly in full for each hour worked and in accordance with Appendix B and C or Appendix H and I of this Agreement, attracting no premium or penalty.

This allowance shall be in lieu of Clauses 25 and 24.4 of the Award. Such company productivity allowance shall also be in lieu of the applicable crib allowance payable after two hours overtime work Monday to Friday as found in the Award.

The productivity payment will be payable, for time spent on Company approved training and for all productive time on site. It will not be paid during non product time such as inclement weather, (off site) industrial action, etc.

#### **10.3 Redundancy Entitlement**

For the purpose of this clause redundancy or redundant means the termination or cessation of employment of an Employee other than casuals for any reason.

The Company agrees to make redundancy contributions in respect of Employees covered by this agreement to the ACIRT Redundancy Trust (Fund) or other scheme (Scheme) as agreed between the signatories to this agreement. The weekly contribution rate shall be the amount as specified in Appendices B, C, H or I as appropriate.

The Employee will be entitled to a Redundancy benefit for each week of service with the Company being the greatest of the following amounts:

- a) The amount to be contributed to the Fund or Scheme in accordance with Appendices B, C, H & I; or
- b) The amount contributed by the Employer to the Fund or Scheme; or
- c) The amount prescribed by the Award; or
- d) The amount prescribed or awarded by the NSW Industrial Relations Commission.

The amount of contributions paid to the Fund or Scheme under paragraph (b) shall be set off against any entitlement under paragraph (a), (c) or (d).

The parties agree, however, that the above payment into ACIRT will only be made following the expiration of 1 year's service with the Company. At the expiration of the 1 year period, an amount equal to the amount prescribed by this clause will be paid into the Employee ACIRT account. If the employee is made redundant by the Company prior to the expiry of one (1) years service, other than for misconduct or refusal of duty, the Company will make payment to ACIRT on a pro-rata basis.

#### 10.4 Superannuation

The Company shall make superannuation payments monthly into cbus or other agreed scheme between the signatories of this Agreement to the amounts specified by SGL legislation. The level of superannuation contributions to be paid is recorded in Appendices B & H. The entitlement of apprentices will be in accordance with Appendices C & I. These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings.

#### 10.5 Top-Up Workers Compensation Insurance and 24 Hour Income Protection

The company shall affect an agreed top-up workers compensation / 24-hour income protection insurance policy for Employees covered by this Agreement. The Company contribution to this policy will be to a maximum of \$60.00 per month during the life of this Agreement.

### **11. Terms of Employment**

All prospective Employees shall be required to fill out the Company pre-employment application form and will be required to undertake a pre-placement medical examination.

The parties agree that in the spirit of this Agreement, terminations would be consistent with the objectives and goals of the Company and the workforce. If selecting the Employees for termination of employment by way of retrenchment this shall be decided on, but not limited to issues such as skills and ability, diligence, experience, length of service to the Company, anticipated skills and future labour requirements.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and Company Consultative Committee. The Company will ensure there will be fair treatment in the selection of Employees for redundancy.

Parties agree that new Employees shall be subject to a probationary period of eight weeks after which the Company, at its sole discretion, will determine if a permanent position will be offered. Such an Employee may be terminated by the giving of one days notice or payment in lieu of notice at any time during this probationary period.

When an Employee leaves of his / her own accord, their termination pay will be banked into their account at the end of the next pay period. Where the Company terminates an Employee, termination pay will be paid by cheque or through electronic funds transfer into the Employee bank account as per the relevant Award provision.

The parties agree that where Employees covered by this Agreement are on or take unauthorised leave on any Friday they shall not automatically have weekend overtime available to them.

Where employment is terminated by the Company, payment in lieu of notice shall be at the ordinary hourly rate of pay only (as provided in the relevant appendix of this Agreement). Payment for superannuation, redundancy and / or any other allowances prescribed by this Agreement shall not be applicable for the notice period where notice is not worked.

## **12. Payment of Wages**

Except as provided below the Award conditions shall apply to all Employees:

- a) All wages, allowances and other monies may be paid by electronic funds transfer
- b) Waiting time shall not be payable where an Employee is kept waiting for their money due to circumstances beyond the control of the Company.

## **13. Travel**

The parties recognise that there is a need for more flexible travel provisions for projects located outside the counties of Cumberland. In an effort to acquire projects outside of these boundary areas and utilise the diverse living locations of Company employees, who reside close to a county boundary, the parties agree that Employees may be required to travel to projects located outside the boundaries (as stated above) up to 50 km from their place of residence without incurring excess fares and travelling allowances.

These allowances will not apply to Employees who reside in the local region where the Employee is locally engaged on the Company's projects but maintains a separate place of residence from that recorded on the Employee's job application form.

This provision does not negate the travel requirements within any county or boundary.

Employees covered by this Agreement shall be paid the fares and travel allowance recorded in Appendices B & I or C & H of this Agreement in lieu of the relevant fares and travelling allowance in the Award. This rate shall be paid for days worked (including RDO's) and shall remain in force without variation for the duration of the Agreement.

All other Award conditions shall apply.

## **14. Inclement Weather**

The parties agree that should any site and / or section of a site be affected by inclement weather which shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, 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, employees on that site or section of the site affected can be transferred to another section of that site or another site for productive work.

The parties agree that inclement weather does not automatically create unsafe working conditions. No Employee will be expected to work in unsafe conditions due to inclement weather.

The parties to the Agreement agree to collectively work towards the minimisation of lost time due to inclement weather. Further, the parties undertake to adopt the following principles and procedures with regard to inclement weather and the idle time that inclement weather creates:

- a) All parties adopting a reasonable approach as to what constitutes inclement weather.



- b) Employees shall accept transfer to an area or site not affected by inclement weather if, in the opinion of the company, useful work is available in that area or site and that work is within the scope of the Employees skill, competence and training consistent with the classification structure and the Company provides, where necessary transport, or payment of an allowance for use of an Employees vehicle, at the rates provided in the Award.
- c) Where the initiatives described in (b) above are not possible or non-productive, Employees will be available for activities such as relevant and meaningful skill development, production / upgrade of skill modules, OH&S training presentation and participation in learning, planning and reprogramming of the project.
- d) All parties are committed to an early resumption of work following any cessation of work, which may result from inclement weather.
- e) If it is necessary and consistent with safe working procedure to walk through inclement areas in order to make areas safe, appropriate protection will be provided.
- f) If it is necessary to walk through inclement areas in order to get to agreed working areas and considering safe work practices, appropriate protection will be provided.
- g) The practice of "one out, all out" will not occur.
- h) Should a portion of the project be affected by inclement weather, all other Employees not so affected shall continue working regardless of the fact that some Employees may not be gainfully employed due to inclement weather.
- i) All other Award conditions shall apply.

### **15. Training and Related Matters**

15.1 The parties recognise that in order to increase the efficiency and productivity of the Company a commitment to structured training and skill development is required. Accordingly the Company agrees to:

- a) Provide Employees with the opportunity to acquire additional skills through appropriately structured training based on nationally endorsed (i.e. NBCITC accredited) competency standards and curriculum and
- b) Encourage Employees to seek formal recognition of skills including RPL (recognition of prior learning).

15.2 The Company will consult Employees in respect of appropriate training which:

- a) Is consistent with the Company's business requirements
- b) Is relevant to the needs and expectations of Employees.
- c) May be taken either on or off the job
- d) May be conducted when work cannot proceed e.g., due to inclement weather

Any training costs for courses will be paid by the Company in accordance with guidelines agreed by the Company Consultative Committee or arising from workforce consultation. The Company will not be requested to meet the costs of training undertaken by Employees, which is not approved.

## **16. Annual Leave**

An Employee may elect to have annual leave in single day increments after three months service. Where an Employee elects to take such annual leave two weeks notice shall be given to the Company. It will be at the company's discretion as to whether that leave is granted.

Where there is consistent broken service without an acceptable reason by an Employee no notice shall be required by the Company to activate Clause 32.5 of the Award.

Annual leave loading of 17.5% shall be paid on all annual leave entitlements.

In the event of a shortage of work, employees with accrued annual leave may be requested to take their annual leave so as to avoid whenever, possible retrenchments whilst awaiting the commencement of new projects.

## **17. Casual Labour**

A casual Employee is one engaged and paid as such, in accordance with this clause. A casual Employee will receive a 25% loading to their appropriate rate found in this Agreement. This loading is in lieu of the prescribed conditions specified in the Award including paid leave and redundancy, and to compensate for the nature of casual employment. A casual shall be paid for a minimum of three hours work on any one day, and their engagement may be terminated on one hours' notice by either the Company or the Employee. A casual Employee may only be employed as a casual for a maximum of six weeks continuous work in any one period.

A casual Employee required to work overtime or weekend work shall be entitled to penalty rates as set out in the Award provided that:

- (a) where the relevant penalty rate is time and a half, the Employee shall be paid 175 percent of the hourly rate prescribed by Appendix A(ii) for the Employee's classification; and
- (b) where the relevant penalty rate is double time, the Employee shall be paid 225 per cent of the hourly rate prescribed by Appendix A(ii) for the Employee's classification.
- (c) A casual Employee required to work on a public holiday shall be paid 275 per cent of the hourly rate prescribed by Appendix A(ii) for the Employee's classification.

Where there is an agreed need for supplementary labour to meet temporary / peak work requirements, such labour may be accessed from labour hire companies that are signatory to an Agreement with the Union and pay rates of pay and conditions not less than those of this Agreement

## **18. Dispute Settlement Procedures**

The parties acknowledge that this Agreement is designed to place maximum emphasis on avoidance of stoppages / industrial disputation and the expeditious settlement of grievances and / or disputation where it does occur.

### **18.1 Procedures relating to grievances of individual Employees**

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) 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. This may include the involvement of the Company / site Union delegate and / or the Company Consultative Committee and / or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.

- d) 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.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

Unresolved matters shall be formally submitted to the NSW Industrial Relations Commission by either party or their representatives, with the decision of the tribunal being accepted as the full and final resolution of the dispute. Individual rights to the process of legal appeal are not affected.

#### 18.2 Procedures relating to disputes between the Company and its Employees

- a) A grievance or dispute 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.
- b) Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the Company Consultative Committee and / or the relevant Union delegate / official.
- c) The Company may be represented appropriately. The employees are represented by the Union for the purposes of each procedure at any stage.

Unresolved matters shall be formally submitted to the NSW Industrial Relations Commission by either party or their representatives, with the decision of that Tribunal being accepted as the full and final resolution of the dispute. Parties' rights to the process of legal appeal are not affected.

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the Union official will contact senior management of the Company rather than Employees stopping work.

### **19. Occupational Health and Safety**

All occupational health and safety issues will be resolved in strict accordance with the relevant legislation and the Building Industry Safety code.

The most qualified or appropriate person available will render first aid.

Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless there is no safe access to working areas. However, any problem of access shall be immediately rectified and the Employees will use alternate safe access to such working areas while the usual access is being rectified.

If a safety problem arises, the matter shall be brought to the attention of the immediate supervisor / foreperson. He / she shall organise to have the problem rectified and the Employees relocated to safe work areas whilst rectification work is being carried out.

Should a dispute arise over a safety issue, immediate inspection of the disputed area involving both the Company and the site safety representative and / or safety committee shall take place.

If there is more than one area thought to be unsafe, the OH&S committee / Company will nominate in order of priority the areas to be inspected. On verification that rectification has been completed, productive work will resume. Such resumption shall take place if necessary in stages as each area has been cleared.

Provided that any disagreements between Company and the Site Safety Representative(s) and / or Safety Committee shall be determined by the recommendation of a WorkCover NSW Inspector.

The Company will ensure all Employees complete the WorkCover accredited Occupational Health and Safety Induction Course.

## **20. Company Drug and Alcohol Policy**

Under no circumstances will any Employee affected by alcohol and / or affected by any other drug be permitted to work and / or operate any equipment on Company projects.

If an Employee is affected by alcohol or any other drug and is sent home to recover, he / she will not be paid for the lost time. Incidents concerning drugs or alcohol shall be dealt with in accordance with the Building Trades Group (BTG) of Unions Drug and Alcohol Safety Rehabilitation Program.

The parties agree that no alcohol/drugs will be permitted on Company projects.

## **21. Hours of Work / Rostered Days Off**

### **21.1 Hours of Work**

Consistent with the objectives of this Agreement, the parties have agreed to organise the hours of work to suit the requirements of the industry whilst also giving the Company and Employees greater flexibility in organising their rostered days off (RDO's). Except as provided elsewhere in the Agreement, the ordinary working hours shall be Monday to Friday 8 hours per day 38 hours per week (36 hours per week from 1 March 2004). Work will be performed between 6.00 am and 6.00 pm.

Where agreement is reached with the relevant Employees, a 5.00 am start may be introduced (with subsequent meal and crib time adjustments) to allow for daylight saving and special project requirements.

It is agreed that special projects may be identified during the course of the agreement that would benefit by the introduction of further flexibility by Agreement of the parties.

Special problems associated with the introduction of new hours of work arrangements will be dealt with by consultation between the parties.

### **21.2 Rostered Days Off**

- a) The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days with 0.4 (with 0.8 after 1 March 2004) of an hour accruing for a paid RDO. The accrual applies on all days worked (except RDO's) and paid leave. A rostered day off shall be taken as provided below and travelling allowance in accordance with Clause 38, of the Award shall be paid on this day.
- b) The following is agreed in respect of rostered days off:
  - i. Agreement shall be reached by the Company and Employees subject to 21.2(b)(iv) as to which day shall be taken as a rostered day off when such entitlement is due. It is agreed a Company roster system may apply.
  - ii. RDO's may be banked to a maximum of 6 days in any 12 month period. These RDO's may be taken as a group of consecutive days or any other combination as may be agreed.
  - iii. Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Agreement
  - iv. Where more than 1 accrued RDO is to be taken on consecutive working days, application for such paid leave shall be sought giving a reasonable period of one weeks notice.

- v. For work within the County of Cumberland it is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year to allow the management and Employees of the Company to have quality paid leisure time.
- c) The following will apply, as from 1 October 2003:
- i. No work is to be scheduled on projects within the County of Cumberland on the weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day ("No Work" days), provided that:
  - ii. Where there is an agreed emergency or a special client need and subject to the Agreement of the applicable Employees, limited work may be undertaken on the said No Work weekends and adjacent fixed RDOs. Where practicable the Company will give the Union seven days notice of any such need for work so as to ensure appropriate consultation.
  - iii. Employees shall use the additional RDO accruals arising from the introduction of the 36 hour week to a maximum 14.4 hours for payment of the No Work Saturdays, in lieu of additional RDOs. Employees shall only be entitled to payment for one (1) fare allowance on any paid No Work Saturday.
  - iv. A new Employee will be eligible for an RDO after achieving 7.6 (7.2 after 1 March 2004) hours RDO accrual. However, a new Employee will be eligible to use lesser RDO accruals for the Saturdays and adjacent fixed RDO's nominated as no work public holiday / RDO weekends.
  - v. Employees will be paid all unpaid RDO accruals on termination.
  - vi. This clause also applies to apprentices engaged direct or by a group apprenticeship company. Apprentices will continue to be paid under the Award, however they will be entitled to an extra accrual of 0.4 hours per day upon the introduction of the 36 hour week.
  - vii. For work outside the County of Cumberland work will be discouraged on the No Work days referred to in clause 21.2(c) (i.). However there is no prohibition on work.
  - viii. The RDO accruals arising from the 36 hour week outside the County of Cumberland will be a matter for local arrangement by the parties to this Agreement.

### 21.3. Overtime

- a) The parties to this Agreement recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Agreement to limit excessive overtime.
- b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
  - i) Any risk to Employee health and safety;
  - ii) The Employee's personal circumstances including family responsibilities;
  - iii) The need of the workplace or enterprise;
  - iv) The notice (if any) given by the Company of the overtime and by the Employee of his / her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
  - v) Any other relevant matter.

## **22. Right of Entry**

Refer to Chapter 5, Part 7 of the *NSW Industrial Relations Act*.

## **23. Audit and Compliance**

Refer to Chapter 5, Part 7 of the *NSW Industrial Relations Act*.

## **24. Employee Awareness**

All current Employees will be given a copy of the Agreement, along with all future Employees upon commencement.

## **25. No Disadvantage**

Arising from the implementation of this Agreement, no Employee will suffer a disadvantage in respect of rates of pay and conditions of employment.

## **26. Long Service Leave**

Prior to commencement of employment, the Company will register a prospective Employee if not already registered with the Building and Construction Industry Portable Long Service Leave Scheme. The Company will strictly comply with all requirements of the Building and Construction Long Service Payments Act and in particular will issue as required all Certificates of Service with all details including the Employees registration number. An Employee will be entitled to payment of long service where applicable calculated on the hourly rate applicable to the worker's classification plus any applicable company productivity allowance.

## **27. Picnic Day**

Employees are required by the Company to provide proof of industry picnic day attendance, i.e., ticket purchase before payment is made for the day. A financial Union ticket recorded as "picnic paid" is deemed as evidence of ticket purchase. No work shall be scheduled on industry picnic day, i.e., the first Monday of December each year without agreement of the parties to this Agreement.

## **28. Trade Union Rights and Representation**

The parties to this Agreement acknowledge the right of Employees to decide if they want to be Union members and respect the right of the union to organise and recruit members during non work periods. The parties to this Agreement also acknowledge that good communication between the Union and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

## **29. Immigration Compliance**

The Company recognises its obligations in respect of compliance with Australian Immigration laws.

Existing and prospective Employees will be required to complete the Authority contained in Appendix G of this Agreement to obtain from DIMIA (Department of Immigration Multicultural and Indigenous Affairs) details of immigration status. No person will be allowed to undertake any work for the Company unless it is verified he / she has the right to work.

Copies of this authority will be available on request to the Secretary of the Union or nominee.

This provision will be strictly complied with by the Company.

## **30. Counselling and Disciplinary Procedures**

The Company recognises the importance of clear and understood counselling and disciplinary procedures. Attached hereto as Appendix F of this Agreement is the procedures adopted by the Company and agreed with the workforce.

### 31. Endorsement of the Agreement

The parties recognise that each has a responsibility to ensure the successful operation of this Agreement. The signatures below testify the fact that the Agreement has been endorsed at peak Company, Union and Employee levels.

\_\_\_\_\_  
Signature  
FOR THE UNION

\_\_\_\_\_  
Andrew Ferguson  
Print Name

\_\_\_\_\_  
Signature  
FOR THE COMPANY

\_\_\_\_\_  
John Dawson  
Print Name

\_\_\_\_\_  
Signature  
UNION DELEGATE/WITNESS

\_\_\_\_\_  
Warren Kelly  
Print Name

\_\_\_\_\_  
Signature  
COMPANY DELEGATE/WITNESS

\_\_\_\_\_  
Geoff Kirby  
Print Name

### APPENDIX A

#### (i) AWARD / AGREEMENT CLASSIFICATIONS AND RELATIVITY'S

<u>Classification</u>	<u>Abbreviation</u>	<u>% Relativity</u>
Construction Worker Level 1 Trades Labourer, Jackhammer Operator, Mixer Driver (Concrete), Gantry Hand or Crane Hand Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater, Roof Layer, Dump Cart Operator, Concrete Formwork Stripper, Nipper, Stonemason Assistant, Steelfixer	CW1	92%
Construction Worker Level 2 Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer	CW2	96%
Construction Worker Level 3 Rigger, Dogman, Demolition Worker, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Service people, Operators of other cranes up to and including 5 tonnes	CW3 (Non Trade)	100%
Construction Worker Level 3 All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker	CW3 (Trade)	100%
Construction Worker Level 4 105 Marker-Setter Out, Signwriter, Lettercutter, Group B Operators: Tractor- up to, but not exceeding 48kw (6Shp) , Skid Steer Tractor- up to, but not exceeding 48kw (65hp), 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, Mobile Concrete Boom Pump Operator	CW4	105%
Construction Worker Level 5 Carver, Special Class Tradesperson, Lettercutter, Group C, D & E Operators: Tractor- from 48kw (65hp) up to, but not exceeding 370kw (500hp), Loader-front end and overhead- from 48kw (65hp) up to, but not exceeding 370kw (500hp), Dragline / Shovel Excavator- up to, but not exceeding 3.0 cubic metre capacity, Dumper- up to, but not exceeding 100 tonnes, Grader-Compactor- from 48kw (65hp), Skid Steer Tractor- from 48kw (65hp), Forklift- from 48kw (65hp) up to, but not exceeding 220kw (295hp), Mobile Crane- over	CW5	110%

10 tonnes (note the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom / Pipe Layer- up to, but not exceeding 220kw (295hp).

Construction Worker Level 6 CW6 115%  
 Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline / Shovel Excavator - from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)

Construction Worker Level 7 CW7 120%  
 Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver

Construction Worker Level 1 CW8 125%  
 Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and / or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing

## APPENDIX A

### (ii) ENTERPRISE BARGAINING AGREEMENT 2003 - 2005

Rates applicable from 1 July 2003

<u>Classification</u>	<u>Per Hour</u>	<u>Per Day 7.6 Hours</u>	<u>0.4 RDO Accrual</u>	<u>Per 38 Hours</u>	<u>Time &amp; a Half</u>	<u>Double Time</u>	<u>Saturday 8 Hours</u>
CW1	17.39	132.16	6.96	660.82	26.09	34.78	260.85
CW2	18.15	137.94	7.26	689.70	27.23	36.30	272.25
CW3 (Non Trade)	18.90	143.64	7.56	718.20	28.35	37.80	283.50
CW3 (Trade)	19.57	148.73	7.83	743.66	29.36	39.14	293.55
CW4	20.55	156.18	8.22	780.90	30.83	41.10	308.25
CW5	21.52	163.55	8.61	817.76	32.28	43.04	322.80
CW6	22.50	171.00	9.00	855.00	33.75	45.00	337.50
CW7	23.46	178.30	9.38	891.48	35.19	46.92	351.90
CW8	24.38	185.29	9.75	926.44	36.57	48.76	365.70

Rates applicable from 1 March 2004

<u>Classification</u>	<u>Per Hour</u>	<u>Per Day 7.2 Hours</u>	<u>0.8 RDO Accrual</u>	<u>Per 36 Hours</u>	<u>Time &amp; a Half</u>	<u>Double Time</u>	<u>Saturday 8 Hours</u>
CW1	18.36	132.19	14.69	660.96	27.54	36.72	275.40
CW2	19.16	137.95	15.33	689.76	28.74	38.32	287.40
CW3 (Non Trade)	19.95	143.64	15.96	718.20	29.93	39.90	299.25
CW3 (Trade)	20.66	148.75	16.53	743.76	30.99	41.32	309.90
CW4	21.69	156.17	17.35	780.84	32.54	43.38	325.35
CW5	22.71	163.51	18.17	817.56	34.07	45.52	340.65
CW6	23.75	171.00	19.00	855.00	35.63	47.50	356.25
CW7	24.76	178.27	19.81	891.36	37.14	49.52	371.40
CW8	25.81	185.83	20.65	929.16	38.72	51.62	387.15

Rates applicable from 1 July 2004

<u>Classification</u>	<u>Per Hour</u>	<u>Per Day 7.2 Hours</u>	<u>0.8 RDO Accrual</u>	<u>Per 36 Hours</u>	<u>Time &amp; a Half</u>	<u>Double Time</u>	<u>Saturday 8 Hours</u>
CW1	19.09	137.45	15.27	687.24	28.64	38.18	286.35
CW2	19.93	143.50	15.94	717.48	29.90	39.86	298.95
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50	311.25



CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98	322.35
CW4	22.56	162.43	18.05	812.16	33.84	45.12	338.40
CW5	23.62	170.16	18.90	850.32	35.43	47.24	354.30
CW6	24.70	177.84	19.76	889.20	37.05	49.40	370.50
CW7	25.75	185.40	20.60	927.00	38.63	51.50	386.25
CW8	26.84	193.25	21.47	966.24	40.26	53.68	402.60

The CW (2) rate will be paid to a labourer on a daily basis where higher duties e.g. Scaffolding, hoist operator are being performed.

The CW3 (trade) rate includes provision for payment of a tool allowance. The CW3 NT (non-trade) rate does not include the provision.

## **APPENDIX B**

### **COUNTY OF CUMBERLAND ONLY**

#### Extra Benefits and Provisions

##### Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.00 per hour for each hour worked on projects greater than \$10 million. This allowance shall increase to \$3.50 if the project is over \$20m in value. This allowance shall be paid weekly in full.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.00 per hour where the builder's package is between \$5 million and \$10 million and not applicable on projects where the builders package is less than \$5 million.

##### Superannuation Entitlement

The Company will contribute weekly 9% of ordinary time earnings (greater if required by legislation) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, company productivity / site allowances and any other allowances or loadings prescribed by the Award. All other provisions of the Award shall apply.

##### Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT) in accordance with Clause 10.3 of this Agreement.

Once an Employee has accrued 8 weeks pay in their ACIRT account they may elect to have their redundancy contribution paid into cbus.

##### Additional Meal Allowance Provision

In lieu of the Award provision the meal allowance payable for overtime shall be \$20.00 and shall remain in force without variation for the duration of the Agreement.

##### Fares Allowance

The Company will pay a fares allowance of \$17.45 per day for each day worked (including RDO's) increasing to \$25.00 per day for each day worked (including RDO's) from 1 July 2005.

##### Industry/ Workers Welfare

The Company will contribute \$1.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services / safety programs for the building & construction industry.

#### Inclement Weather

All Employees shall be available to clean up and / or dewater relevant work areas as directed following inclement weather where applicable.

#### Hoist Breakdown

The parties agree that where the personnel hoist(s) provided on a project ceases to work or breaks down, as a temporary measure Employees will be required to access their relevant work areas with consideration to safe access, via stairs provided. Under these circumstances, and in consultation with the site safety committee and / or site Union delegate, Employees will be expected to access their relevant work areas without unreasonable restriction.

## **APPENDIX C**

### **APPRENTICES - COUNTY OF CUMBERLAND ONLY**

This Appendix only applies to companies undertaking trade work.

The Company agrees to maintain, where the Company undertakes trade work, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable. This provision shall be automatically applicable to Companies who do trade-work and engage 20 or more employees on a continual basis.

Any dispute in respect of the application of this clause will be settled in accordance with Clause 18 of this Agreement without recourse to industrial action.

Apprentices engaged direct by the Company or via a group apprenticeship scheme shall be paid in accordance with their relevant classification in the Building and Construction Industry (State) Award. All such apprentices will also be entitled to the following additional benefits.

#### Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will be paid weekly in full. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. Where there is a productivity allowance payable to an apprentice engaged by a group apprenticeship scheme, the allowance of this Agreement will be in lieu of any group scheme allowance.

#### Superannuation

The Company will contribute weekly 9% of ordinary time earnings (greater if required by legislation) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, company productivity / site allowances (for 8 hours as worked ordinary) and any other allowances or loadings prescribed by the Award. All other provisions of the Award shall apply.

#### Redundancy

The Company will contribute weekly \$25.00 for 1st and 2nd year apprentices and \$35.00 for 3rd and 4th year apprentices into the Australian Construction Industry Redundancy Trust (ACIRT). If not already paid, this level of contribution will apply from date of signature.

#### Project / Site Allowance

Where there is a project / site agreement the applicable allowance and any other additional provisions shall apply to apprentices engaged direct by the Company or via a group apprenticeship scheme.

## APPENDIX D

### DISCRIMINATION & SEXUAL HARASSMENT

The aim of the Company is to provide a work environment free from all types of discrimination and sexual harassment for all Employees fully supporting the *Sex Discrimination Act* 1984 and the *Anti Discrimination Act* 1977.

The Company fully complies with all applicable requirements of the federal and state legislation on discrimination, including, but not limited to discrimination on the grounds of religion, national origin, marital status, gender, disability or age.

There is an expressed commitment by the Company to prohibit discrimination against applicants or Employees in employment, promotion, demotion, transfer, recruitment, recruitment advertising, stand downs, termination, rates of pay and other forms of compensation, and selection for training.

Sexual harassment is unacceptable behaviour, which is not asked for and can take many forms, obvious or subtle, direct or indirect. It can include, but is not limited to display of sexually suggestive, offensive degrading material, computer screen savers and e-mail, sexually suggestive looks and comments, wolf whistling or physical contact and indecent assault.

Should there be an occurrence where a complaint of discrimination or sexual harassment has been received; the Company Consultative Committee where it has been established shall be responsible for assessing and reviewing the complaint matter, with the complete co-operation of management.

Any alleged complaint of discrimination or sexual harassment will be handled with utmost confidentiality, fairly and expeditiously, for all those involved.

All managers and supervisors of the Company must lead by example through their own actions and by requiring compliance with the provisions of this appendix.

They should be mindful at all times of their common law duty of care as management representatives. Likewise each employee is responsible for his/her own actions and may be held personally liable for breaches of these provisions.

The Company will make a genuine effort to give opportunities in employment where possible to workers with an Aboriginal or Torres Strait Islander background.

## APPENDIX E

### 2003-2005 RDO CALENDARS

#### Leisure Days Calendar 2003

Saturday October 4	No Work Saturday (single-time paid) RDO
Sunday October 5	No Work Sunday
Monday October 6	No Work paid Labour Day Public Holiday
Tuesday October 7	Paid RDO (fixed)
Monday November 3	Paid RDO (flexible)
Saturday November 29	No Work Saturday (single-time paid) RDO
Sunday November 30	No Work Sunday
Monday December 1	No Work paid Union Picnic Day
Tuesday December 2	Paid RDO (fixed)
Wednesday December 24	Paid RDO (fixed)
Thursday December 25	No Work paid Xmas Day Public Holiday

Friday December 26	No Work paid Boxing Day Public Holiday
Saturday December 27	No Work Saturday
Sunday December 28	No Work Sunday

Leisure Days Calendar 2004

Thursday January 1	No Work paid New Year's Day Public Holiday
Saturday January 24	No Work Saturday
Sunday January 25	No Work Sunday
Monday January 26	No Work paid Australia Day Public Holiday
Tuesday January 27	Paid RDO (fixed)
Monday March 1	Paid RDO (flexible)
Friday April 9	No Work paid Good Friday Public Holiday
Saturday April 10	No Work Saturday (single-time paid) RDO
Sunday April 11	No Work Sunday
Monday April 12	No Work paid Easter Monday Public Holiday
Tuesday April 13	Paid RDO (fixed)
Saturday April 24	No Work Saturday (single-time paid) RDO
Sunday April 25	No Work Sunday
Monday April 26	No Work paid Anzac Day Public Holiday
Tuesday April 27	Paid RDO (fixed)
Monday May 17	Paid RDO (flexible)
Saturday June 12	No Work Saturday (single-time paid) RDO
Sunday June 13	No Work Sunday
Monday June 14	No Work paid Queen's Birthday Public Holiday
Tuesday June 15	Paid RDO (fixed)
Monday July 19	Paid RDO (flexible)
Monday August 2	Paid RDO (flexible)
Monday August 16	Paid RDO (flexible)
Monday August 30	Paid RDO (flexible)
Monday September 13	Paid RDO (flexible)
Saturday October 2	No Work Saturday (double-time paid) RDO
Sunday October 3	No Work Sunday
Monday October 4	No Work paid Labour Day Public Holiday
Tuesday October 5	Paid RDO (fixed)
Monday October 25	Paid RDO (flexible)
Monday November 8	Paid RDO (flexible)
Saturday December 4	No Work Saturday (double-time paid) RDO
Sunday December 5	No Work Sunday
Monday December 6	No Work paid Union Picnic Day
Tuesday December 7	Paid RDO (fixed)
Friday December 24	Paid RDO (flexible)
Saturday December 25	No Work paid Xmas Day
Sunday December 26	No Work Boxing Day
Monday December 27	No Work paid Boxing Day Public Holiday
Friday December 31	Paid RDO (flexible)

Leisure Days Calendar 2005

Saturday January 1	No Work New Year's Day
Sunday January 2	No Work Sunday
Monday January 3	No Work paid New Year's Day Public Holiday
Wednesday January 26	No Work paid Australia Day Public Holiday
Thursday January 27	Paid RDO (fixed)
Friday January 28	Paid RDO (fixed)
Saturday January 29	No Work Saturday
Sunday January 30	No Work Sunday
Monday February 28	Paid RDO (flexible)
Friday March 25	No Work paid Good Friday Public Holiday
Saturday March 26	No Work Saturday (double-time paid) RDO
Sunday March 27	No Work Sunday
Monday March 28	No Work paid Easter Monday Public Holiday
Tuesday March 29	Paid RDO (fixed)
Friday April 22	Paid RDO (fixed)
Saturday April 23	No Work Saturday (single-time paid) RDO
Sunday April 24	No Work Sunday
Monday April 25	No Work paid Anzac Day Public Holiday
Monday May 23	Paid RDO (flexible)
Saturday June 11	No Work Saturday (double-time paid) RDO
Sunday June 12	No Work Sunday
Monday June 13	No Work paid Queen's Birthday Public Holiday
Tuesday June 14	Paid RDO (fixed)
Monday July 11	Paid RDO (flexible)
Monday August 1	Paid RDO (flexible)
Monday September 5	Paid RDO (flexible)
Saturday October 1	No Work Saturday (double-time paid) RDO
Sunday October 2	No Work Sunday
Monday October 3	No Work paid Labour Day Public Holiday
Tuesday October 4	Paid RDO (fixed)
Monday October 24	Paid RDO (flexible)
Monday November 21	Paid RDO (flexible)
Saturday December 3	No Work Saturday (double-time paid) RDO
Sunday December 4	No Work Sunday
Monday December 5	No Work paid Union Picnic Day
Tuesday December 6	Paid RDO (fixed)
Wednesday December 21	Paid RDO (fixed)
Thursday December 22	Paid RDO (fixed)
Friday December 23	Paid RDO (fixed)
Saturday December 24	No Work Saturday
Sunday December 25	No Work Xmas Day
Monday December 26	No Work paid Xmas Day Public Holiday
Tuesday December 27	No Work paid Boxing Day Public Holiday

NOTE: Where there is a single time paid Saturday on this schedule workers may have enough RDO accruals to make it a double time paid Saturday.

## **APPENDIX F**

### **COUNSELLING AND DISCIPLINARY PROCEDURES / TERMINATION OF EMPLOYMENT**

#### Counselling and Disciplinary Procedures

This procedure applies in respect of Employees at the conclusion of their probationary period. Upon commencement of employment an Employee will be advised of the following procedure. The procedure will apply in all cases where formal counselling and disciplinary action is necessary.

#### Performance / General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following counselling procedure will be applied. An Employee may elect at any step to have a Union delegate present.

#### Step 1- Verbal Warning / Counselling

The Company shall have a discussion with the Employee in which it will advise him I her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then:

- Remind the Employee of the procedures;
- Issue a verbal first warning;
- Advise the Employee of the standards of improvement required

#### Step 2- First Written Warning / Improved Performance

If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then issue a written warning detailing:

- The issues of concern;
- The standards of improvement required

#### Step 3- Final Written Warning / Improved Performance

If the Employee fails to meet the standards of improvement in accordance with Step 2 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him I her of the problems that it believes exist. The Employee will then have the opportunity to respond to the allegations. If appropriate the Company will then issue a final written warning detailing:

- The issues of concern;
- The standards of improvement required;
- That it is a final written warning and that failure to meet the standards of improvement stated therein will lead to dismissal

The relevant Employee being counselled will be requested to sign a copy of the written warnings referred to in Step 2 and Step 3 of this clause.

#### Revocation of Warning

If after receiving a final warning, the Employee repeats the same conduct within a period of 3 months, then the Employee may be terminated.

If during the above 3 month period the Employee does not repeat the same offence which produced the need for the final warning, the final warning advise becomes null and void and cannot be considered grounds for termination.

#### Step 4- Dismissal

If the Employee fails to meet agreed standards of improvement in accordance with Step 3 within a reasonable period of time, the Company shall have a further discussion with the Employee in which it will advise him / her of the problems that it believes exist. The Employee will have the opportunity to respond to the allegations. If appropriate the Company may then issue a written notice of dismissal in accordance with this Agreement detailing the reasons for the dismissal

#### Serious and Wilful Misconduct

In the case of serious and wilful misconduct (e.g. theft, assault), the following procedure will be followed:

The Company shall have a discussion with the Employee in which it will advise him / her of the alleged serious and wilful misconduct. The Employee shall be entitled to have a Union delegate / Organiser in attendance and will have the opportunity to respond to the allegation. If appropriate the Company may then issue a written notice of dismissal detailing the reasons for the dismissal.

## APPENDIX G

### AUTHORITY TO OBTAIN DETAILS OF WORK RIGHTS STATUS FROM DIMIA

#### EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

---

Given Name(s):

Other Name(s) used (e.g. maiden name):

Date of Birth: -/ -/ -

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date; -/ -/ -

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to

#### EMPLOYER/LABOUR SUPPLIER DETAILS

Business Name:

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---

Business Street Address:

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---

---

Type of Business:

---

---

Name of Contact Person:

---

Telephone:

release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer / labour supplier and a representative of a principal contractor and authorised trade union officer on request. I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer / labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.

Employee Signature:

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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Fax:

---

Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct

THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550

IF ALL DETAILS MATCH WITH OUR RECORDS, THE EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

## APPENDIX H

### ALL OF NSW EXCLUDING THE COUNTY OF CUMBERLAND

#### Extra Benefits and Provisions

#### Company Productivity Allowance

The parties agree that no productivity allowance shall be payable for work on projects outside the County of Cumberland except as is provided in Appendix I.

#### Superannuation Entitlement

The Company will contribute weekly 9% of ordinary time earnings (greater if required by legislation) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, company productivity / site allowances and any other allowances or loadings prescribed by the Award. All other provisions of the Award shall apply.

#### Redundancy Entitlement

The Company will contribute \$50.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT) in accordance with Clause 10.3 of this Agreement.

Once an Employee has accrued 8 weeks pay in their ACIRT account they may elect to have their redundancy contribution paid into cbus.

#### Additional Meal Allowance Provision

In lieu of the Award provision the meal allowance payable for overtime shall be \$15.00 and shall remain in force without variation for the duration of the Agreement.

#### Fares Allowance

The Company will pay a fares allowance of \$17.45 per day for each day worked (including RDO's) increasing to \$20.00 per day for each day worked (including RDO's) from 1 July 2005.

#### Industry/ Workers Welfare



The Company will contribute \$1.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services / safety programs for the building & construction industry.

#### Inclement Weather

All Employees shall be available to clean up and / or dewater relevant work areas as directed following inclement weather where applicable.

#### Hoist Breakdown

The parties agree that where the personnel hoist(s) provided on a project ceases to work or breaks down, as a temporary measure Employees will be required to access their relevant work areas with consideration to safe access, via stairs provided. Under these circumstances, and in consultation with the site safety committee and / or site Union delegate, Employees will be expected to access their relevant work areas without unreasonable restriction.

## **APPENDIX I**

### **APPRENTICES - ALL OF NSW EXCLUDING THE COUNTY OF CUMBERLAND**

This Appendix only applies to companies undertaking trade work.

The Company agrees to maintain, where the Company undertakes trade work, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable. This provision shall be automatically applicable to Companies who do trade-work and engage 20 or more employees on a continual basis.

Any dispute in respect of the application of this clause will be settled in accordance with Clause 18 of this Agreement without recourse to industrial action.

Apprentices engaged direct by the Company or via a group apprenticeship scheme shall be paid in accordance with their relevant classification in the Building and Construction Industry (State) Award. All such apprentices will also be entitled to the following additional benefits.

#### Company Productivity Allowance

The Company will pay a company productivity allowance of \$1.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$2.50 per hour worked for 3rd and 4th year apprentices. Where there is a productivity allowance payable to an apprentice engaged by a group apprenticeship scheme, the allowance of this Agreement will be in lieu of any group scheme allowance.

#### Superannuation

The Company will contribute monthly 9% of ordinary time earnings (greater if required by legislation) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, company productivity / site allowances and any other allowances or loadings prescribed by the Award. All other provisions of the Award shall apply.

#### Redundancy

The Company will contribute weekly \$25.00 for 1st and 2nd year apprentices and \$35.00 for 3rd and 4th year apprentices into the Australian Construction Industry Redundancy Trust (ACIRT). If not already paid, this level of contribution will apply from date of signature.

#### Project / Site Allowance

Where there is a project / site agreement the applicable allowance and any other additional provisions shall apply to apprentices engaged direct by the Company or via a group apprenticeship scheme.