

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/267

TITLE: The Cleary Bros (Bombo) Pty Limited/AMWU Workshop Enterprise Agreement 2004

I.R.C. NO: IRC5/3620

DATE APPROVED/COMMENCEMENT: 21 July 2005 / 21 July 2005

TERM: 17

NEW AGREEMENT OR VARIATION: Replaces EA02/217.

GAZETTAL REFERENCE: 21 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 28

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Cleary Bros (Bombo) Pty Ltd who are members or eligible to be members of the Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, who are employed in accordance with the classification levels in Appendix 1 of the agreement, and are employed as labourers, storepersons, fitters, boilermakers, panel beaters, truck mechanics, field service fitters and leading hands, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Cleary Bros (Bombo) Pty Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

CLEARY BROS (BOMBO) PTY LTD/AMWU WORKSHOPS ENTERPRISE AGREEMENT 2004

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Introduction

1. Title

This Agreement shall be known as The Cleary Bros (Bombo) Pty Limited/ AMWU Workshops Enterprise Agreement 2004.

2. Intention

- 2.1 This Agreement shall rescind and replace the Cleary Bros (Bombo) Pty Limited AMWU Workshops Enterprise Agreement (EA02/217), the nominal term of which expired on 30 November 2004.
- 2.2 The Parties to this Enterprise Agreement agree that Cleary Bros (Bombo) Pty Ltd (hereinafter called Cleary Bros) must continue to achieve real and sustained performance improvement by embracing a philosophy of continuous improvement. We aim to become an internationally competitive enterprise continually improving the level of customer satisfaction, employee satisfaction, product quality and productivity.
- 2.3 Cleary Bros continues with the implementation of a system of total quality management principles to be known as Quality Assurance to assist in achieving the above objectives. All Employees will become familiar with these concepts and skills through training and involvement in project work.

3. Parties and Parties Bound

- 3.1 The parties to this Agreement are:
 - (a) Cleary Bros (Bombo) Pty Ltd located at 39 Five Islands Road Port Kembla NSW 2505 (Cleary Bros); and
 - (b) The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union - NSW Branch located at 133 Parramatta Road, Granville, NSW 2142. (AMWU)
- 3.2 This Agreement shall be binding on; Cleary Bros, the AMWU and Employees who are members or eligible to be members of the AMWU and are employed in accordance with the classification levels in Appendix 1A of this Agreement (Employees)

4. Scope and Purpose

- 4.1 The objectives will be to improve not only the standard of working life but also the overall performance of all Employees with the ultimate aim of maintaining and improving Cleary Bros' competitiveness.
- 4.2 The provision of greater job satisfaction will be achieved by developing and increasing the employee's overall skills while at the same time offering new and advanced employment opportunities.

5. Duration

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of approval of this Agreement by the Industrial Relations Commission of New South Wales and shall remain in force until 30 November 2007.

6. Commitment

- 6.1 The parties acknowledge that an important ingredient of sound employee relations is stability and predictability. They have therefore devoted considerable time to examining the nature and scope of work to be covered by this Agreement and particular features, circumstances and the issues which require discussion and resolution between the parties.
- 6.2 The parties agree to continue to develop discussions on workplace reform during the currency of this Agreement.

7. No Extra Claims

- 7.1 It is agreed by the parties that for the term of this Agreement:
- (a) The Employees and/or the AMWU will not, by any means whatsoever, demand, pursue or make any extra claims relating to benefits, conditions, obligations or matters contained in this Agreement;
 - (b) The Employees and/or the AMWU will not, by any means whatsoever, demand, pursue or make any claims relating to benefits, conditions, obligations or matters that are not contained in this Agreement; and
 - (c) The Employees and/or the AMWU will not seek any changes to the Employee's terms and conditions of employment.
- 7.2 Clause 7.1 above does not affect the parties' rights to hold discussions about the terms of a new Agreement to replace this Agreement provided that those discussions are not to commence any earlier than 6 months prior to the nominal expiry date of this Agreement.

8. Application of Parent Award

- 8.1 This Agreement shall be read in conjunction with the Metal Engineering and Associated Industries (State) Award (Parent Award) provided that where there is any inconsistency between the Award and this Agreement, the Agreement will prevail.
- 8.2 The Parent Award will apply when;
- (a) This Agreement specifically indicates the Award should be referred to; or
 - (b) Where there is no provision contained in this Agreement relating to the same or like matters.

9. Industrial Relations Act 1996

- 9.1 The parties acknowledge this Agreement shall be registered in accordance with the *Industrial Relations Act 1996*, Part Two.

- 9.2 The parties agree that the Cleary Bros (Bombo) Pty Limited/AMWU Workshops Enterprise Agreement (EA02/217) is to be rescinded and replaced by this Agreement on and from the date of this Agreement being approved by the Industrial Relations Commission of New South Wales.

10. Contract of Employment

Employment shall be by the week. Any employee not specifically engaged as a casual employee in accordance with Clause 14.2 shall be deemed to be employed by the week.

11. Duress

This Agreement has not been entered into under any duress by any party to it.

12. Workplace Reform

12.1 Agreed Parameters for Workplace Reform

Participative Management and Work Organisation

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

12.2 Consultative Mechanisms

- (a) In agreeing to maintain a Consultative Committee, all parties, management and the AMWU acknowledge the requirements for an atmosphere of mutual trust and cooperation. The overall purpose of the Committee is to provide an environment for greater communication and, in doing so, establish a forum in which Employees are able to express their points of view and thus an opportunity to influence management decision making and also allowing management to utilise knowledge and experience. The Committee will pursue the objectives of this agreement.
- (b) Two important areas of operation are specifically excluded from the domain of the Consultative Committee:
 - (i) Industrial relations issues will be processed via the disputes avoidance procedure contained in clause 17.2 of this agreement.
 - (ii) Matters which by definition are the responsibility of the Occupational Health and Safety Committee will be referred to that Committee.

12.3 Future Contracts for Training

- (a) The parties welcome the introduction of comprehensive training and certification reforms. This Agreement is designed to incorporate and anticipate those reforms. It envisages a situation where future new entrants to the industry will be persons who have either completed appropriate Australian Vocational Certificate training or who are engaged in a structured, defined and enforceable contract of training.
- (b) As part of the process of accommodating the reforms, the parties to this Agreement will consider the introduction of a regime of traineeships once the Agreement is in place.
- (c) The parties recognise that a number of important training initiatives have recently been undertaken in the industry. To the extent possible, the parties intend to incorporate these initiatives in the structure provided in this Agreement.

12.4 Competency Based Training

- (a) Training leave will be paid at ordinary time, where the leave is authorised by management of Cleary Bros and the training is relevant to the Employee's classification.
- (b) Fees, materials, or any other reasonable costs associated with the training referred to in 2(d) (i) shall be reimbursed by Cleary Bros where prior approval has been given by management of Cleary Bros.
- (c) Up to one delegate will be released annually to attend a Trade Union Training Course of up to three (3) days.

12.5 International Best Practice

- (a) Both parties agree that international or other relevant best practices be jointly identified and adopted in measuring and improving the efficiency of all Cleary Bros functions. As a result, both parties are committed to a process which will ensure that:
 - (i) During the course of the Agreement we will progressively develop and implement systems which will identify local and international best practices benchmarks in specific target areas in Cleary Bros.
 - (ii) The identification, development and implementation of best practices benchmarks will be undertaken in consultation and agreed with the Employees in the appropriate workplace.

12.6 Quality Assurance

- (a) The parties acknowledge their commitment to the concept of Total Quality Management and the objective of continuous improvement. This will involve a program and philosophy of continuing cooperation, consultation and communication with all Employees.
- (b) The parties will utilise the non conformance mechanism to provide feedback on quality performance in all areas and aim to have this in place within all sites within the term of this Agreement. Management will take responsibility for this occurring. The Employee suggestion scheme, to provide a forum for the generation of ideas from all Employees as part of the continuous improvement process, may be implemented as a result of a non conformance report.
- (c) Non conformance reports will be discussed with the relevant Employees as necessary.

12.7 Maintenance

- (a) In general, Employees will maintain all equipment, plant, buildings and yard areas, applicable to their respective areas of operation, in accordance with management instructions and any other detailed requirements. Management may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- (b) Where preventive maintenance schedules are in place, all Employees are to strictly adhere to the requirements of these schedules and whenever problems occur in carrying out these maintenance tasks, the relevant person in charge of that section must be notified immediately to allow remedial action to be taken.
- (c) In carrying out these preventive maintenance duties, any further maintenance requirements other than those listed in the preventive maintenance schedule must also be reported immediately to the person in charge of that section. Where "Maintenance Required Reporting Books" are in place, these must be filled out and original forwarded to the relevant section. Where these books do not exist written information should be passed to the relevant manager detailing action required.
- (d) It is Cleary Bros policy and mandatory that all personnel in charge of plant and equipment immediately report any maintenance requirements for that plant and equipment to be worked in a

safe manner to the relevant person in charge of that section. The management and each Employee have clearly defined liabilities under the Occupational Health and Safety Act to ensure that every Employee is able to carry out his or her daily employment duties safely and at all times to carry out these duties in a safe working environment.

- (e) In line with the above requirements, all Employees must endeavour to ensure that all plant and equipment continues to be utilised in an efficient manner to allow the most economical employment of personnel and resources.

12.8 Multi-Skilling

- (a) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for Employees, multi-skilling will extend by agreement to allow Employees to perform agreed tasks within the scope of their skills and competence. Agreement has been reached for Employees to perform a wider range of tasks and participate in additional training.
- (b) Cleary Bros may direct any Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training and shall be consistent with Cleary Bros' responsibilities to provide a safe and healthy working environment.
- (c) Any Employees who temporarily undertake work at a higher level, other than Field Service, shall be paid the applicable higher rate for that position worked from and including the first shift worked at the higher level.

12.9 Probationary Period

- (a) The first 3 months of a permanent Employee's employment will be probationary.
- (b) During the probationary period, the Employee will be assessed as to his/her suitability for ongoing employment, and his/her competence in the skill levels required for the work specified.
- (c) The Employee will be required to undertake a medical examination by Cleary Bros' doctor to determine that there are no medical reasons impeding the satisfactory conduct of the work.

12.10 Anti Discrimination

- (a) It is the intention of the parties to this Agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) Offering or providing junior rates of pay to persons under 21 years of age;

- (iii) Any act or practice of a body established to propagate religion which is exempted under s 569d) of the *Anti-Discrimination Act 1977*;
- (iv) A party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12.11 EFT Payment

Subject to Clause 5 (c) all wages and allowances will be paid on a weekly basis by Electronic Funds Transfer (EFT) into an account nominated by the Employee. Cleary Bros shall use its best endeavours to ensure that this payment is processed before 9.00am each Thursday for the previous weeks pay.

12.12 Confidentiality

- (a) As part of normal duties an Employee will obtain or have access to confidential information concerning Cleary Bros. Under no circumstances is any use to be made of this information except for the purposes directly related to furthering the business objectives of Cleary Bros as provided within the terms of the employee's authority.
- (b) All Employees are required to keep information about the business of Cleary Bros confidential. Disclosure may only be made with the express consent of Cleary Bros.

12.13 Other employment or conflicts of interest

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

13. Wages

13.1 Classification Structure

All Employees covered by this Agreement shall be classified as detailed in Appendix 2 and shall be paid the appropriate hourly wage rates as detailed in Appendix 1A.

A productivity payment will be paid in accordance with Appendix 1B and sub clause 13.2 below.

13.2 Wage Rate Structure

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

- (a) Field Service Rate
 - (i) Any person who is placed into a Field Service vehicle must serve 12 consecutive months in that position before they are entitled to the Field Service rate.
 - (ii) Any person moved from the Field Service position back into the workshop will maintain their paid rate at that time until the workshop and/or ten year service rate is equal to or above that rate, at which time their rate will follow the applicable workshop rate.
 - (iii) Any person moved from the Field Service position to the workshop and back to Field Service, will receive the Field Service rate as soon as resuming the Field Service position.

(b) Production Rate

- (i) The Production Rate comprises the Base Rate plus a Workface Productivity Bonus of \$1.00 per hour paid for all productive time actually worked including hours deferred to a Rostered Day Off.
- (ii) The Workface Productivity Bonus shall apply strictly as a bonus payment in accordance with Appendix 1B and this subclause (ii). The Bonus payment shall be made whilst an Employee is physically present for work or training, is in receipt of a roster day off, is on annual leave or whilst there is inclement weather (subject to clause 13.2(e)). This payment is contingent upon the Employee actually performing the work or training subject to the above. The bonus shall not be paid in the following circumstances:

Sick Leave; Public Holidays; Jury Duty; Bereavement Leave; Inclement Weather (subject to Clause 3(b) i) 6) or when the employee is on any other paid leave.

- (c) Employees may be offered the opportunity to participate in training including during the period of inclement weather. Those Employees who participate in training shall be paid the Production Rate for the time so engaged.
- (d) Where in strict accordance with the procedures contained in the Agreement it is determined that due to a safety issue no safe alternative productive work can be performed, Employees shall remain on site and be paid the Production Rate for such time.
- (e) Overtime penalties will be applied to the Production Rate for actual overtime hours worked.
- (f) Where inclement weather arises during ordinary hours and the procedures contained in this Agreement are strictly followed and alternative productive work, training, consultation or information sharing activities are available then any Employees who do not participate in the approved activities in accordance with this Agreement shall remain on site or will return to a nominated yard as directed by management representatives and be paid the base rate for ordinary hours so affected.
- (g) The Production Rate provided for in this Agreement is a paid rate. It incorporates all award, over-award and non-award payments including special rates which might otherwise be payable, but does not incorporate the additional allowances referred to in Clause 4.
- (h) An Employee who has made himself/herself available for training or other work shall be paid at the production rate. Penalty rates will not apply to any training hours.
 - (i) Apprentices pay rates are as per the parent award.

13.3 Calculation and Rounding of Hourly Rates

Wage Rates will be calculated in all cases as hourly rates and will be rounded to the nearest 1/100 cent per hour; less than half a 1/100 cent being rounded down and half a 1/100 cent or more being rounded up.

13.4 Definitions, Standards and Career Progression

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

13.5 Payroll Deductions

When notified in writing by the Employee Cleary Bros will make the necessary union subscriptions by way of payroll deductions.

13.6 Pay Dockets

Pay dockets will contain all details required by Part 3 - Pay slips and employers records - of the Industrial Relations (General) Regulation 1996. Subject to available computer programming capability, details will include the following:

- (a) hours of work
- (b) hours of overtime
- (c) hourly rate
- (d) sick leave entitlements
- (e) Rostered Day Off (RDO) accrual
- (f) Long Service Leave entitlements (Through Paymaster)
- (g) Allowances
- (h) Superannuation Payments (Through Paymaster)
- (i) Gross Wage, including year to date
- (j) Tax deducted, including year to date
- (k) Deductions

14. Additional Allowances

14.1 Award Allowances

- (a) In addition to the Wage Rates provided for in this Agreement the following allowances will be paid in accordance with the conditions provided for such payments in the Parent Award:
 - (i) Tool Allowance;
 - (ii) Waste Site Allowance if applicable to the particular site;
 - (iii) BHP Site Allowance;
 - (iv) Meal Allowance;
- (b) When there exists project site agreements or awards which are registered under any State or Federal Industrial Legislation and binding on Cleary Bros, the Employees will receive the greater amount if there is any inconsistency between the allowances in any such agreements or awards and the allowances referred to in clause 14.1(a) above.
- (c) Unless specifically provided elsewhere in this Agreement, no other allowances except those provided above will be paid for.

14.2 Casual Labour

- (a) A casual Employee working ordinary time shall be paid 1/38th of the appropriate weekly wage per hour plus a loading of 15%.
- (b) An additional loading of 1/12 of ordinary pay will be paid to the Employee to compensate for payment of annual leave in accordance with the *Annual Holidays Act 1944*.
- (c) Casual Employees shall not be entitled to payment for:
 - (i) Bereavement Leave
 - (ii) Jury Service Leave
 - (iii) Sick Leave
 - (iv) Public Holidays
 - (v) Parental Leave
 - (vi) Special Family Leave
 - (vii) Any other leave item.
- (d) This shall not alter any entitlement a casual employee may have in accordance with the *Long Service Leave Act 1955*.
- (e) Any applicable allowance as contained in Clause 14.1 shall be paid to casual Employees.
- (f) A casual Employee may be employed as such for up to six months in any year.

15. Hours of Work

15.1 Ordinary Hours

- (a) Span of Hours
 - (i) Except as detailed below, ordinary hours of work shall be 38 per week worked Monday to Friday between the hours of 6.00am and 6.00pm.
 - (ii) Provided that by agreement between Cleary Bros and the majority of its Employees at a particular site, the span of hours may be altered to a 5am start time. The AMWU will be advised accordingly.
 - (iii) Where an employee is required, and agrees, to return to work prior to the end of a 10 hour break, then the difference between 10 hours and the actual break will be added to the break for the next shift, which will be paid as a normal shift.
 - (iv) The normal shift for field service personnel will begin at the earlier time of their previously agreed starting time or their attendance at a breakdown. In this case overtime will apply at double time after the Employee has worked 8 hours.
 - (v) An Employee shall, with one shift's notice from management, and with the Employee's agreement, change from day shift to afternoon shift, or the opposite, without down time to a vehicle or plant.

Such shift will be paid at the normal rate.

- (vi) Shift loading of 15% will apply to afternoon shift.

(b) Programming of RDO's

- (i) The parties agree that there has been and will be benefits for Cleary Bros and the employee in allowing greater flexibility in taking RDO's. It is intended that some of Cleary Bros workplaces may remain open during designated industry RDO's.
- (ii) RDO's may be allowed to accumulate up to five days maximum as individually applicable. Once the maximum of five days has been reached, then these days shall be taken at a time as agreed with management and employee. All rates paid for working on the RDO will be at ordinary time rates (with penalty rate applicable after 8 hours work) and the RDO entitlement can be taken at a later agreed time.

All Employees shall have their RDO in accordance with the roster as advised by management. The taking of RDO's outside the roster shall only be as agreed between the manager and employee.

- (iii) In exceptional circumstances where an employee has already accumulated five days and is called to work on the next RDO (so that RDO accrued will exceed 5 days) then such work shall be paid as a Saturday shift.
- (iv) If Cleary Bros requests an employee to work their designated RDO, then the employee and management are to agree a mutually acceptable alternative RDO day to be taken by the employee.
- (v) Employees may change their RDO's if needed provided it has previously been agreed to by management.

(c) RDO Accrual During Paid Leave

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

(d) Rest Break

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

(e) Meal Break

The commencement time of the meal break shall be by agreement between Cleary Bros and the majority of its Employees at the particular site and on larger projects may be staggered. The meal break is unpaid time.

Employees may be required to work through their meal break to suit the requirements of the customer. In these circumstances these Employees will be paid at ordinary time rates for working through their meal break and will have an additional 30 minute break at a later time or date as agreed with management.

15.2 Overtime

- (a) Employees shall work such overtime as is reasonably requested by Cleary Bros. Payment for overtime will only be made where such overtime is authorised by Cleary Bros.
- (b) For all work outside ordinary hours, the rates of pay shall be time and one half for the first two hours and double time thereafter until the conclusion of that days work. Saturday work shall be paid as to time and one half for the first two hours and double time for the balance of hours in that day or shift.

Sunday work shall be at double ordinary time rates.

- (c) Cleary Bros will use its best endeavours to
 - (i) allocate overtime evenly given the skills required on the particular day.
 - (ii) provide reasonable notice to the Employee of the requirement to work overtime.
- (d) Where an Employee is notified of the requirement to work overtime during that shift, the Employee will be able to use Cleary Bros' telephone to advise his family of this if necessary.
- (e) Field service employees required to be a on call-out roster shall receive four (4) hours pay at double time per week whilst on call for their rostered week. Any call outs in this period shall be paid at the appropriate rate.

15.3 Timesheets

Timesheet shall be sent to the workshop where the Employee is based. All timesheets shall be sent in or phoned in by 9.00am each day or they may not be processed until the following day. Late time sheets on Fridays may not be processed until the following pay week.

Any alteration of timesheets must be notified to the Employee with pay.

15.4 Annual Leave

- (a) Annual leave is not to be accrued over 228 hours (30 days) other than with the prior agreement of management.
- (b) Annual leave for full time and part time employees accrues at a rate of 2.923 hours for each 38 hours worked. Overtime does not accrue annual leave.
- (c) Accrued annual leave hours will be checked quarterly and an employee who has reached or is close (i.e. within the next 30 days) to accruing 228 hours will be asked to lodge an annual leave application form within 30 days. This notice must be in writing and if this application is not forthcoming then arrangements will be made for those Employees with more than 228 annual leave hours accrued to take annual leave.

16. Safety Health & Welfare

16.1 Safety Legislation

The *Occupational Health and Safety Act 2000*, its regulations and associated safety legislation applies to all persons on Cleary Bros' sites.

16.2 Inductions

- (a) All Employees at the commencement of their first working day shall attend an induction on workplace safety procedures and Cleary Bros policies.
- (b) The induction shall be presented by a Cleary Bros representative at a central location appropriate to the site.
- (c) No employee will be allowed to commence work on site until they have attended the Cleary Bros induction.
- (d) Employees transferring from other sites will undergo site specific inductions prior to commencement on the work site if its constraints are substantially different from their previous workplace.

16.3 First Aid

- (a) In the interest of safety, Cleary Bros will establish as a reasonable target up to fifteen percent of all site personnel to hold current first Aid Certificate evenly distributed throughout the workforce on Cleary Bros Projects, such that a qualified Employee will be on each site where possible.
- (b) Rates of pay set out in Appendix 1A include an allowance for Employees required to have and use First Aid Certificates.

A list of all workshop Employees holding First Aid Certificates will be displayed on the respective notice board.

16.4 Cleary Bros Safety Supervisor

Cleary Bros regard safety as every Employee's responsibility and expects a contribution from all Employees to this task. Divisional Managers, Project Managers and Foremen will coordinate safety across Cleary Bros in accordance with the Cleary Bros Quality Assurance System, and also act as safety supervisors.

16.5 Sub contractors Safety Responsibilities

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

16.6 Amenities

Amenities on Cleary Bros projects shall be of a consistent standard and shall comply with the standards laid down in the Parent Award and/or State legislation. However, it is acknowledged that there are times when it is impractical due to the short term nature of the job, the location of the job etc. to provide lunch and toilet facilities, and this Agreement acknowledges that Employees endure these conditions from time to time to ensure the job is completed in the most productive and cost effective manner.

Equipment is to be cleaned, checked and any minor repairs undertaken before leaving the site. All facilities are to be kept clean, equipment is to be stowed appropriately. Where necessary non-productive time shall be utilised to carry out these tasks.

16.7 Protective Clothing

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

16.8 Procedure for dealing with occupational health and safety issues

All Employees shall comply with Cleary Bros' policies on OH&S and on Alcohol and Related Drugs Safety. (Appendix 4). These policies do not form part of this Agreement.

16.9 Immunisation Program

All employees shall have access to HEP B and Flu injections on an annual basis or as required to maintain a suitable level of protection.

17. Industrial Relations

17.1 Prevention of Industrial Disputes

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

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

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

17.2 Disputes Settlement Procedures

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

(b) The following procedures shall apply for individual or group grievances:

Phase I

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

Phase II

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

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

Phase III

Cleary Bros Management and the union organiser shall negotiate settlement of the dispute. If a settlement satisfactory to both parties cannot be negotiated, then;

Phase IV

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

Phase V

Refer the matter to the Industrial Relations Commission of NSW for resolution and determination and such decision shall be binding on the parties subject to either party's legal rights of appeal.

The parties to the Agreement agree that work shall continue without interruption or dislocation or industrial action during each phase of this procedure.

(c) Whilst these phases are in place the status quo, that being the position immediately before the dispute, should be maintained.

(d) This Dispute Settlement Procedure shall not prevent the union from having reasonable consultations with its members during this period. It is also agreed that any meeting will be arranged to provide a minimum of interruption to Cleary Bros' operations and to this end, it is agreed that a maximum of one hour per week would be appropriate for such meetings and such meetings would not be appropriate until after completion of Phase III of this Dispute Settlement Procedure.

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

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

18. Income Security

Sick Leave Carers Leave

18.1 Sick Leave

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

- (a) In the case of an Employee claiming sick leave entitlements, he/she shall provide a doctor's certificate for all absences due to illness, after such employee has exhausted his or her first 2 single day absences in the course of any completed year of service.
- (b) Cleary Bros will only accept a doctor's certificate from an Employee that contains a clear and definitive description of the Employee's illness or incapacity.
- (c) Where any Employee begins to develop a pattern of excessive unsupported absences, a warning procedure shall be applied along with appropriate counselling of the Employee.
- (d) The Employee shall advise his/her supervisor prior to the commencement of his or her shift of his/ her inability to attend for work due to illness and the expected duration of his/ her absence so that the supervisor can make alternative arrangements if necessary.
- (e) If required by Cleary Bros, Employees will attend a medical examination by a doctor specified by Cleary Bros.
- (f) Accumulation of sick leave will extend beyond the parent Award limit of twelve years.

18.2 Carers Leave

Clause 7.4, Personal/Carers Leave, of the Parent Award shall apply to the Employees

18.3 Superannuation

- (a) Cleary Bros will make the level of superannuation contributions required under the Superannuation Guarantee (Administration) Act 1992 to an approved fund for eligible Employees.
- (b) In this clause:
 - (i) "approved fund" means the C + Bus Superannuation Scheme which has been approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds; and
 - (ii) "eligible Employee" means a weekly or casual employee who is bound by this Agreement.
- (c) Cleary Bros may allow an Employee to contribute a portion of his or her pre tax wage to superannuation by way of a salary sacrifice arrangement.

19. General

19.1 Work Practices

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

(a) Alternative Work

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

(b) Replacement Employees

If an Employee is ill or absent for any reason, he or she will be replaced during his or her absence by another Employee who is suitably qualified and experienced. If a replacement Employee is not available, the Divisional Manager will select a temporary replacement from outside Cleary Bros. In any event, the replacement Employee will be suitably qualified and experienced. The Union delegate will be advised as required.

(c) Sub Contractors

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

(d) Supervisors

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

19.2 Delegates

An Employee appointed as a delegate shall upon notification by the AMWU to Cleary Bros and the Cleary Bros' site representative, be recognised as the accredited representative of the AMWU and they shall be allowed time during working hours subject to approval from Cleary Bros, to submit to the employer matters affecting the Employees he or she represents.

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

19.3 Union Official (Visiting)

Officials of the AMWU visiting a site will report to the site office and go through appropriate induction procedures before visiting Employees and adhere to appropriate site operational laws and safety procedures while on site.

19.4 Disciplinary Procedure

Where Cleary Bros is satisfied that unsatisfactory conduct or performance has occurred, Cleary Bros will decide which of the following disciplinary actions it considers most appropriate given the seriousness of the unsatisfactory conduct or performance. Any issue concerning application of the provisions of this procedure will be resolved strictly in accordance with these provisions.

(a) First Written Counselling

(i) Generally, on the first occasion that an Employee exhibits unsatisfactory conduct or performance the Employee shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving their standards.

(ii) Confidential written records will be kept (First Written Counselling Form) on any counselling undertaken, a copy will be given to the Employee and the Employee's file will be marked accordingly.

- (iii) Following this discussion, the supervisor shall report the matter to the Project Manager and/or the Divisional Manager in writing using the First Written Counselling Form. A copy shall also be supplied to the union delegate.
- (b) Final Written Counselling
 - (i) If further unsatisfactory conduct or performance occurs, or in the case of a more serious first offence, a final written warning shall be issued to the Employee (Final Written Counselling Form).
 - (ii) This final written warning shall state that
 - (i) any further incident of unsatisfactory conduct or performance may lead to Confidential written records will be kept (Final Written Counselling Form) on any counselling undertaken, copy given to the Employee and the Employee's file marked accordingly.
 - (iii) Following this discussion, the supervisor shall report the matter to the Project Manager and/or the Divisional Manager in writing using the Final Written Counselling Form. A copy shall also be supplied to the union delegate.
- (c) Termination on Notice
 - (i) Termination on notice will normally only occur if the Employees' conduct or performance fails to improve following the issue of a final written warning. However, termination on notice may occur without prior warning if the incident of misconduct or poor performance is sufficiently serious to warrant this course of action.
 - (ii) If Termination on notice is considered, a Termination Interview will be conducted by the Project Manager or Divisional Manager to determine if the Employee's services are to be terminated.
 - (iii) The Termination Interview shall be completed using the appropriate form (Termination Interview Form) and shall be conducted in the presence of another member of management and the union delegate.
- (d) Summary Dismissal

Cleary Bros may dismiss an Employee without providing notice and without prior warning for conduct that justifies summary dismissal. Such conduct shall include, but not be limited to, serious misconduct and gross neglect of duty.

If Termination without notice is considered, a Termination Interview will be conducted by the Project Manager or Divisional Manager to determine if the Employee's services are to be terminated.

The Termination Interview shall be completed using the appropriate form (Termination Interview Form) and shall be conducted in the presence of another member of management and the union delegate.

19.5 Termination of Employment - General

- (a) Termination of employment for all Employees shall be in accordance with the terms specified in clause 19.4 of this Agreement.
- (b) Nothing in this clause shall affect the right of Cleary Bros to dismiss an Employee without notice for misconduct or refusal of duty.

- (c) Employees to be terminated under this Clause shall be suspended for 48 hours on full pay prior to the date on which such termination is planned to take effect to allow full review of the circumstances of the Employee's termination by management and the union delegate.
- (d) A witness shall be present for all counselling and termination interviews if required by either the Employee or management. See Appendix 5, for example of Counselling/Termination Interview Forms.

19.6 Site Access Passes

Following the induction of an Employee he or she will be issued with an Employee's Safety Card which should be carried at all times whilst on site.

Lost cards must be reported as soon as possible.

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

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

20. Redundancies

- 20.1 Should there be an oversupply of labour due to completion of contracts or a general downturn of industry for any reason, redundancy of Employees may be necessary.
- 20.2 Redundancy means a situation where the job an employee has been doing is no longer required to be done and this leads to the termination of the employee's employment. The following notice periods shall apply:

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

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

20.3 Severance payment

The following payment shall be made to an employee made redundant in accordance with clause 20.2:

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

20.4 A redundancy package can be offered to any individual Employee or Employees at any time.

20.5 Acceptable Alternative Employment

An Employee is not entitled to payment in lieu of notice or severance pay if Cleary Bros obtains acceptable alternative employment for the Employee.

20.6 Transfer Of Business

- (a) Notwithstanding any provision of this Agreement to the contrary or any other operation of law, where there is a transfer of the business to which this Agreement applies to a new employer, the following shall apply:
 - (i) this Agreement shall bind the new employer;
 - (ii) an Employee bound by this Agreement who is offered employment by the new employer, shall not receive and is not entitled to receive any severance pay, payment in lieu of notice or payment of any entitlements such as annual leave and long service leave from Cleary Bros;
 - (iii) the continuity of the Employee's contract of employment is taken not to have been broken; and
 - (iv) a period of service with Cleary Bros is taken to be a period of service with the new employer. A period of service with Cleary Bros includes service that is taken to be service with Cleary Bros as a result of any previous transfer of the business. However, this clause does not entitle a transferred Employee to claim a benefit from more than one employer in respect of the same period of service.
- (b) In this clause:

"transfer of the business" means the transfer, transmission, conveyance, assignment or succession, whether by agreement or by operation of law, of the whole or any part of the business, undertaking or establishment to which this Agreement applies.

21. Review and Renegotiation

The parties agree the Consultative Committee will review the Agreement every six months, or as necessary from time to time and shall commence negotiations no earlier than six months prior to the nominal date of expiry of this Agreement with a view to reaching agreement on the terms of a new Enterprise Agreement.

SIGNATORY PAGES

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

For and on behalf of Cleary Bros (Bombo) Pty Ltd

Signed by: Date:
Bob Elvy
Chief Executive Officer

For and on behalf of AMWU

Signed by: Date:
State Secretary

CONSULTATIVE COMMITTEE Members:

Signed by: Date:
Phil Dennis
Workshop Manager - Port Kembla

Signed by: Date:
Les Lipinski
Workshop Manager - Albion Park

Signed by: Date:

Alan Ward
AFMEPKIU Organiser

Signed by:
Joshua Conte

Date:

Signed by:
Paul Morris

Date:

Signed by:
Martyn Vidamour

Date:

Signed by:
Graeme Battersby

Date:

Signed by:
Andrew Koeberlein

Date:

APPENDIX 1A

TABLE 1 INSTALMENT INCREASES TABLE - PRODUCTION RATES

| MATRIX PAY RATES | PRODUCTION RATES | | | |
|--|-------------------------|------------------------------------|-------------------------|-------------------------|
| | Previous Rate | On Signing Backdated to 01/12/2004 | 01/12/2005 | 01/12/2006 |
| Classification | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ | Hourly Rate \$ |
| Labourer | 17.2620 | 18.2977 | 19.0745 | 19.8513 |
| Base Rate: Storeperson * | 19.6812 | 20.862 | 21.7477 | 22.6333 |
| Leading Hand Storeperson | 20.4247 | 21.6501 | 22.5692 | 23.4884 |
| Base Rate: * Fitter/Boilermaker/Panel Beater/Truck Mechanic/10 Year Service Allowance * | 20.4247 Add 50 Cents | 21.6501 Add 50 Cents | 22.5692 Add 50 Cents | 23.4884 Add 50 Cents |
| Field Service Fitter/ Leading Hand | 21.9565 | 23.2678 | 24.2619 | 25.2499 |
| Foreman | 23.4884 | 24.8977 | 25.9546 | 27.0116 |

* Note: 10 Year Service Allowance Only Applies To Base Rate.

APPENDIX 1B

PRODUCTIVITY PAYMENT APPLICATION

| | PAYMENT OF PRODUCTION RATE (FOR PRODUCTIVE TIME) | PAYMENT OF BASE RATE (FOR NON PRODUCTIVE TIME) |
|-------------------|---|---|
| Normal Work | <input type="checkbox"/> | |
| Sick Leave | | <input type="checkbox"/> |
| Annual Leave | <input type="checkbox"/> | |
| Public Holidays | | <input type="checkbox"/> |
| Rostered Days Off | <input type="checkbox"/> | |
| Workers Comp | <input type="checkbox"/> | |

| | | |
|-------------------|--------------------------|--------------------------|
| Training On Site | <input type="checkbox"/> | |
| Training Off Site | <input type="checkbox"/> | |
| Jury Duty | | <input type="checkbox"/> |
| Bereavement Leave | | <input type="checkbox"/> |
| Other | | <input type="checkbox"/> |

APPENDIX 2

CLASSIFICATION DESCRIPTION

1. Labourer

An Employee who performs general labouring duties to the level of their training and such other duties within their skill and competency.

2. Storeperson

1. An employee who performs work to the level of their training, and:
2. Is responsible for the quality of their own work (subject to instructions and direction).
3. Works in a team environment and/or under routine supervision
4. Undertakes duties in a safe and responsible manner.
5. Exercises discretion within their level of skills and training.
6. Possesses good interpersonal and communication skills.
7. Indicative of the tasks which an employee at this level may be required to perform including the following:

General labouring and cleaning duties

Order assembling including picking stock

Loading/unloading

Receiving, checking, dispatching and sorting of products

Satisfying internal and external customer needs

Operation of a keyboard to carryout stores work

Documenting and recording of goods, materials and components

Basic inventory control

Use of hand trolleys and pallet trucks

3. Leading Hand Storeperson

To act in a supervisory capacity on a daily basis as the appointed delegate of the Purchasing manager in carrying out store and labouring activities in line with authority levels and in accordance with the Company's Operating Work Instructions, and as directed by the Workshop Foreman, Workshop Manager, Purchasing Manager and/or Transport Manager. These activities will include, but will not be limited to the following:

- (i) Is responsible for the quality of their own work (subject to instructions and direction).
- (ii) Is in charge of job allocation to staff that work in his work team.
- (iii) Undertakes duties in a safe and responsible manner.
- (iv) Exercises discretion within their level of skills and training.
- (v) Posses good interpersonal and communication skills.
- (vi) Indicative of the tasks which an employee at this level may be required to perform including the following:
 - (a) Authorises payment of invoices
 - (b) Documenting and recording of goods, materials and components
 - (c) Operation of a keyboard to carry out stores work
 - (d) Receiving, checking, dispatching and sorting of products
 - (e) Satisfying internal and external customer needs
 - (f) Order assembling including picking of stock
 - (g) Loading/unloading
 - (h) Use of hand trolleys and pallet trucks
 - (i) General labouring and cleaning duties

4. Fitter/Boilermaker/Panel Beater/Truck Mechanic

An employee who:

- (i) Holds a Trade Certificate or Trades person Rights Certificate
- (ii) Is able to exercise the skills and knowledge of that trade.
- (iii) Works above and beyond an employee at C11 and to the level of their training;
- (iv) Understands and applies of quality control techniques;
- (v) Exercises good interpersonal and Communications skills;
- (vi) Exercises discretion within the scope of this grade;
- (vii) Performs work under limited supervision either individually or in a team environment;
- (viii) Operate non-trade tasks incidental to their work;
- (ix) Perform non-trade tasks incidental to their work;
- (x) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (xi) Able to inspect products and/or materials for conformity with established operational standards.

5. Field Service Fitter

An employee who works above and beyond a Trades person at C10 and to the level of their training and;

- (i) Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- (ii) Is in charge of a field service vehicle and carries out repairs in the field on a daily basis and works to the field service call out roster.
- (iii) Provides trade guidance and assistance as part of a work team.
- (iv) Assists in the provision of training in conjunction with supervisors and trainers.
- (v) Understands and implements quality control techniques.
- (vi) Work under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks.

- (a) Exercises high precision trade skills using various materials and/or specialised techniques.
- (b) Installs, repairs and maintains, tests, modifies, commissions and or fault finds on complex machinery and equipment which utilises hydraulic and or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.

6. Leading Hand Fitter/Boilermaker/Panel Beater/Truck Mechanic.

An employee who works above and beyond a Trades person at C10 and to the level of their training and;

- (i) Is in charge of job allocation of staff that work in his work team.
- (ii) Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- (iii) Provides trade guidance and assistance as part of a work team.
- (iv) Assists in the provision of training in conjunction with supervisors and trainers.
- (v) Understands and implements quality control techniques.
- (vi) Work under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks.

- (a) Exercises high precision trade skills using various materials and/or specialised techniques.
- (b) Installs, repairs and maintains, tests, modifies, commissions and or fault finds on complex machinery and equipment which utilises hydraulic and or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.

7. Foreman

An employee who controls maintenance activities such that they are carried out in the most cost efficient and economical manner and in accordance with the requirements of the divisional operating procedure and work instruction, ensuring that quality, safety and environmental constraints are met. This includes the following activities;

- (i) Supervise workshop activities and field crews associated with breakdowns and preventive maintenance.
- (ii) Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- (iii) Provides trade guidance and assistance as part of a work team.
- (iv) Assists in the provision of training in conjunction with supervisors and trainers.
- (v) Understands and implements quality control techniques.
- (vi) Bears the responsibility of the Workshop manager in his absence when required.

APPENDIX 3

PROTECTIVE CLOTHING

Clothing will be issued to Employees as required in line with Occupational Health and Safety requirements.

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

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

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

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

APPENDIX 4

POLICY DOCUMENT ALCOHOL AND DRUGS

This document is appended to the Enterprise Bargain Agreement

Application

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

Guidelines

Confrontation should be avoided.

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

"You're too drunk"

"You're too stoned"

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

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

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

Wages are not to be paid from the time that the person is told to leave site by the Safety Committee Chairman/Member.

Where loss of wages and/or other expense may be involved, the appropriate delegates should be notified.

5. After any such incident the Safety Committee Chairman should assist the individual with advice about treatment and counselling according to needs. Time off site for treatment and/or counselling may be taken against accrued sick leave or as leave without pay.

6. If there are repeat incidents, disciplinary action will be taken, i.e.

One verbal warning - given by the senior representative of the employer on site. A file note recording the details of this warning must be made.

One written warning - given by the senior representative of the employer on site, with copies given to the relevant union delegate and Cleary Bros Head Office. This written warning must record the date and witnesses to the previous verbal warning and the consequences of a further transgression of the Alcohol and other Drugs Safety Procedure.

Summary dismissal in the case of a Cleary Bros' Employee, or removal from the project in the case of a Sub-contractor's employee may be necessary.

7. The provision of alcohol at site barbecues or other after work site activities must have the prior agreement of both the Cleary Bros' Divisional Manager and the Project Safety Committee.

Alcohol provided at such functions must be limited to a reasonable quantity per person.

Low alcohol and non-alcoholic beverages must also be available.

No person may return to the work area after partaking at a barbecue or any other after-work activity involving consumption of alcohol.

APPENDIX 5

(FORM 1) FIRST WRITTEN COUNSELLING

Employee _____ Department _____ Date _____

Reason For Counselling _____

Present _____

Situation _____

Employee's Comments _____

Commitments to change/prevent re-occurrence
Employee _____

Signature _____ Date _____

Employer/Management _____

Review Date _____ Other Action _____

Signatures - Management _____ Name _____

Witness
Union _____ Name _____

Other _____ Name _____

OFFICIAL WARNING - FIRST COUNSELLING

This is a record of the first written counselling under the organisation's discipline Procedure.

YOU ARE HEREBY OFFICIALLY WARNED FOR THE ABOVE MATTER

Any further breach may lead to further counselling or termination of employment

APPENDIX 5 (FORM 2)

FINAL WRITTEN COUNSELLING

Employee _____ Department _____ Date _____

Date of first written counselling _____

Reason for counselling _____

Present _____

Review Date/s _____

Situation _____

Employee's comments

Commitments to change/prevent re-occurrence

Employee

Signature _____ Date _____

Employer/Management

Review Date _____ Other Action _____

Signatures - Management _____ Date _____

Witnesses

Union _____ Name _____

Other _____ Name _____

OFFICIAL WARNING - FINAL COUNSELLING

This is a record of the final written warning counselling under the organisation's discipline procedure.

YOU ARE HEREBY OFFICIALLY WARNED FOR THE ABOVE MATTER

***ANY FURTHER BREECH BY YOU MAY RESULT IN TERMINATION OF YOUR EMPLOYMENT**

APPENDIX 5 (FORM 3)

TERMINATION INTERVIEW

Employee _____ Department _____ Date _____

Date of first written counselling _____

Date of final written counselling _____

Summarial dismissal YES/NO

Reason for interview _____

Present _____

Situation _____

Employee's Comments _____

The organisation has decided to proceed/not proceed with the termination because _____

Date of termination _____ Under notice YES/NO

Paid in lieu of notice YES/NO

Summary dismissal YES/NO

Signature - Management _____ Date _____

Witness Union _____ Name _____

Other _____ Name _____

Termination advise provided YES/NO

Certificate of service requested YES/NO

Statement of service requested YES/NO

I _____ acknowledge this to be an accurate account of the termination interview.

Employee's Signature _____ Date _____