

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/33

TITLE: **Greystone Concrete Enterprise Agreement**

I.R.C. NO: IRC4/5190

DATE APPROVED/COMMENCEMENT: 8 September 2004 / 1 March 2004

TERM: 19

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 4 March 2005

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Greystone Concrete Pty Ltd, located at 27-31/11 Wentworth, GREENACRE NSW 2190, engaged in civil construction work in NSW, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

PARTIES: Greystone Concrete Pty Ltd -&- The Australian Workers' Union, New South Wales

GREYSTONE CONCRETE ENTERPRISE AGREEMENT

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1. Title

This Enterprise Agreement shall be known as the Greystone Concrete Enterprise Agreement.

The Company: Greystone Concrete Pty. Ltd. (the company).

Parent Awards: General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award - (the award).

Union: Australian Workers Union
Greater New South Wales Branch (the union).

The Agreement: Greystone Concrete Pty. Ltd./AWU Enterprise Agreement expiring 31 October 2005.

2. Parties and Persons Bound

- a) The company in respect to all of its employees engaged in civil construction work in NSW as defined by the Parent Award. However, it is agreed the company may approach the union for a regional specific Enterprise Agreement.
- b) The Australian Workers Union Greater New South Wales Branch.
- c) Employees of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

3. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Agreement is supplementary to, and shall be read and interpreted wholly in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award.
- b) In the event of any inconsistency between the award and an express provision of this Agreement, the terms of this Agreement shall prevail to the extent of such inconsistency, unless the express provision of the Agreement provides otherwise.

5. Period of Operation

This Agreement shall come into force from the first full pay period on or after the date on which this Agreement is signed by the Company and shall remain in force until 31st October, 2005.

No later than three (3) months before the expiration of this Agreement the parties may commence discussions concerning a future agreement. Employees will be eligible during this period to attend a paid meeting (maximum duration two (2) hours) during ordinary hours of work convened by the union and agreed by the employer to discuss their needs and expectations in respect of any future Agreement. The meeting will be convened at a date and time mutually convenient to the parties. 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 (1) months notice in writing of any intention to terminate this Agreement.

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 relevant award.

6. No Extra Claims

It is a term of this Agreement that the employees and union signatory to this Agreement will not pursue any further claims against the company during its period of operation.

However the parties acknowledge some projects may have site specific agreements which prescribe special conditions. Where such agreements are contractually applicable and/or formally certified by the relevant industrial tribunal and the project agreement provides for an 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.

7. Company Consultative Committee

The company may establish and maintain where appropriate, a consultative committee as a forum for effective communication between the parties.

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 three representatives from management and three from the site workforce. The Secretary of the AWU (Greater NSW Branch) or nominee may be extended an invitation to attend committee meetings.

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) Ensure employees are properly consulted in respect of issues impacting on 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 workers
 - Environmental protection
 - Redundancies

Where a company committee is not established consultation will take place direct with the workforce, company delegate and signatory union.

8. Objectives

This Agreement has the following objectives

- a) To provide a culture for change
- b) To provide workers 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 provide opportunities for injured workers through rehabilitation
- n) To pay employees fair wages and provide enhanced employment conditions

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.

Following the expiration of 152 ordinary hours of employment, new employees will be eligible for protective clothing. Employees each year will be issued with the following:

- a) In April the option of two (2) sloppy-joe's and one (1) T-shirt, or one (1) sloppy-joe and one (1) jacket, and
- b) In October two (2) T-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 in an effort to provide protection from the harmful effects of UV exposure.

Clothing and footwear supplied will be Australian made and manufactured using non exploited labour. A list of manufacturers who comply with this requirement may be obtained from the Labour Council of New South Wales.

Additional personal protective equipment e.g., gloves, eye 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) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. However, 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/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, 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. However if the increase in the consumer price index is greater than the increases provided for in this Agreement, these rates will be subject to review.

10.2 Productivity/Attendance Allowances

In return for compliance with the provisions of this Agreement, a company productivity / attendance allowance will be paid to all employees covered by this Agreement. This allowance will be paid weekly for each hour worked and in accordance with Clause 26 of this Agreement, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Agreement.

This productivity allowance/attendance allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Agreement. If the company undertakes any offsite work the applicability of this allowance may be reviewed by agreement of the parties. Any agreed variation will be recorded in correspondence by the parties to this Agreement. This allowance shall be in lieu of all Allowances in the Award inclusive of "Crib Break and Crib Allowance payable after two hours work Monday to Friday found in the relevant award(s).

10.3 Redundancy

Redundancy or redundant means the termination or cessation of employment of an Employee for any reason.

In respect of redundancy benefits:

- a) The Company agrees to make redundancy contributions in respect of Employees covered by this Agreement to the Australian Construction Industry Redundancy Trust (ACIRT) or an equivalent type fund in accordance with Appendix B of this Agreement

The entitlement for apprentices will be in accordance with Appendix C of this Agreement.

The contributions shall be paid monthly into the fund in accord with the requirements of the Trust Deed.

- b) Employees will be entitled to a redundancy benefit for each week of service with the Company being the greatest of the following amounts:
 - i) the amount payable by the Company to the fund in accordance with this Agreement or
 - ii) the amount prescribed by the relevant Award and or
 - iii) any amount prescribed or awarded by a relevant industrial tribunal

Where there is a higher entitlement under (b) (ii) and or (b) (iii) of this clause the Employee will be paid direct this entitlement minus the balance that has already been paid into the fund by the Company for this period of employment.

Consistent with this Clause and Clause 23 of this Agreement, and the personal authority from Employee(s) of the Company the Union may access the fund records of payment by the Company strictly for the purpose of ensuring that the Employee(s) are receiving correct company entitlement(s) paid into the fund.

10.4 Superannuation

The company shall make superannuation payments monthly into C+BUS or other agreed scheme between the signatories of this Agreement. The level of superannuation contributions to be paid is recorded in Appendix B.

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 C+BUS account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 10.3 and Clause 23 of this Agreement, employees of the company authorise the union to access C+BUS records of payment by the company strictly for the purpose of ensuring all employees are receiving their appropriate entitlement.

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

The company shall effect an agreed Top-Up/Workers Compensation 24-Hour Income Protection Insurance Policy for employees covered by this Agreement. The cost of this policy will not increase to more than \$60.00 per month during the life of this Agreement. Consistent with Clauses 10.3 and 23 of this Agreement, employees of the company authorise the union to access Top-Up and Income Protection records of payment by the company strictly for the purpose of ensuring employees receive their appropriate entitlement paid by way of Company contribution.

11. Terms of Employment

All prospective employees shall be required to fill out the company pre-employment application form and may 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. Termination of employment shall be decided on, but not limited to issues such as skills and ability, diligence, experience, service to the company, anticipated skills and future labour requirements. Employees will be consulted, via the company consultative committee and advised in respect of what criteria is used to determine redundancies.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant union delegate(s) and company consultative committee. The company will ensure there will be fair treatment in the selection of employees for redundancy. Where the need for redundancies is disputed, the company will meet with the signatory union to provide verification.

Parties agree that new employees shall be subject to a probationary period of 4 weeks except if there is a contrary provision agreed and recorded in Appendix B.

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's 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 Appendix A 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. In lieu of Clause 23.1 of the Parent Award, the following shall apply to all employees:

- a) All wages, allowances and other monies may be paid by electronic funds transfer
- b) Wages shall be made available no later than 3.30pm Thursday of each week (weekly). Waiting time shall not be payable where an employee is kept waiting for their money due to circumstances beyond the control of the employer.

13. Travel

The parties recognise that there is a need for more flexible travel provisions for projects located outside the counties of Cumberland, Northumberland, Camden and radial boundary areas. 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.

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

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.

Employees covered by this agreement shall be paid the fares and travel allowance recorded in Appendix B of this Agreement in lieu of the relevant fares and travelling allowance in the parent award(s). 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 for 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) Employees shall accept transfer to an area or site not affected by inclement weather if, 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 parent award(s).

- b) Where the initiatives described in (a) 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.
- c) All parties are committed to an early resumption of work following any cessation of work, which may result from inclement weather.
- d) 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.
- e) 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.
- f) The practice of "one out, all out" will not occur
- g) 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.
- h) 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 commits 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 eg, 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. Where an employee elects to take such annual leave adequate notice shall be given to the company.

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 parent award(s).

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

The parties agree during the life of the Agreement to explore the feasibility of payment into an annual leave trust. The union undertakes not to pursue this claim by industrial action.

All other award conditions shall apply.

17. Casual Labour

The parties agree to the following conditions regarding casual employment:

- a) Engagement and termination of employment of casual employees shall be in accordance with the parent award.
- b) Casual labour will be entitled to the benefits of this Agreement.
- c) For the purpose of this agreement, a casual hand means an employee who is employed for a period of less than ten days (exclusive of overtime) in any continuous period of employment with the company.

Provided that an employee engaged by the company on a regular and / or systematic basis for a sequence of periods of employment of less than ten days shall not be a casual hand and shall be entitled to all the conditions of a non-casual i.e., permanent employees.

- d) A casual employee shall be paid 25% loading on the rate applicable to the employees relevant classification contained in Appendix A of this Agreement.
- e) The above loading is in lieu of the prescribed parent award conditions.
- f) Where there is an agreed need for supplementary labour to meet temporary/peak work requirements, such labour may be accessed from labour hire companies or other concreting companies that are signatory to an agreement with the union and 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 all disputes 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's 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 relevant 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 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's consultative committee and / or the relevant union delegate/official.
- c) The company may be represented by an industrial organisation of employers and the employees by the signatory union to this Agreement for the purposes of each procedure at any stage.

Unresolved matters shall be formally submitted to the Australian 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. While there is a grievance that may cause a stoppage of work the relevant 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 Civil Construction industry safety code.

The most qualified or appropriate person 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 suitably qualified person agreed to by the parties. In the interim work will proceed in all areas not deemed to be unsafe.

The company will ensure all employees complete the WorkCover accredited Occupational Health and Safety Induction Course.

All employees are required to have the Construction Industry Training Advisory Board (NSW) card as evidence of induction.

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 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 Parent Award(s), 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. The ordinary hours of work within the agreed span shall be determined project by project between the company and it's workforce.

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 (for each of 9 days 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 Clauses 38.1.4, 38.2 and 38.3 of the National Building and Construction Industry 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(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 notice.
 - v) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year, i.e. Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day. This will allow the management and employees of the company to have quality paid leisure time.

As of 1 October 2003, work is prohibited on these long weekends and agreed RDO's except for saw cutting/joint control/curing/protection and post tensioning where it is a design requirement for pours carried out prior to shutdown weekends or adjacent RDO's and where the need has been verified by an independent engineer. Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day. The company will ensure only those workers necessary for the agreed and particular work are authorized to work..

Such specific work above which is unavoidable and as verified by an independent engineer is authorized but only by and by agreement of the relevant workers and the Secretary of the Union or nominee. Where a worker(s) is required to work he/she will have the next ordinary day off work as an RDO. Where there is a further requirement for work on another future 'no work' weekend an agreed roster will be implemented so as to avoid the same workers not having the opportunity for quality leisure time on 'no work' weekend.

- vi) Where there is an agreed emergency or a special client need and subject to the agreement of applicable employees and the written agreement of the Secretary of the union or nominee, limited work may be undertaken on the No Work weekends and adjacent fixed RDO's unless impracticable. The company will give the union 7 days notice of any such need for work so as to ensure appropriate consultation.
- vii) Employees shall use the additional RDO accruals arising from the introduction of the 36 hour week to a maximum of 14.4 hours for payment of the "No Work Saturdays". Attached hereto as Appendix E is the 2003-2005 RDO options calendar. In such circumstances employees will only be eligible for payment of one (1) fares allowance.
- viii) Prior to the introduction of the 36 hour week on 1 March 2004 the company agrees that employees will be paid for the Saturdays at single time of the 2003 Labour Day and 2003 Union Picnic Day weekends. There will be no work on these days and employees will receive payment of 0.4 of an hours pay extra for each of the 19 days of leave on paid work Monday to Friday before these days.
- ix) 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.
- x) Employees will be paid all unpaid RDO accruals on termination.

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 may 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 or her intention to refuse it (eg. Rostered overtime, particularly when the roster has been agreed in advance;
 - v) No major concrete pour (being greater than 150 cubic metres) will be commenced later than 11am without the consultation and consent of all workers involved with that pour.
 - vi) Any other relevant matter.

22. Right of Entry

Accredited union officials shall have right of entry to any place/premises where the Company is performing work providing "due process" is observed by way of introduction and presentation of credentials for the purpose of interviewing employees, checking on wage rates, award/agreement breaches, or OHS needs and conditions/regulations. Upon arrival on site the accredited union representative will notify relevant company personnel available of their presence. Nothing in this Clause shall be contrary to law.

23. Audit and Compliance

The union may undertake an audit of company time and wage books and related records. If the company is identified as being in a "breach" or "suspected breach"/default situation with the award, agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst such audit is proceeding. If the union believes there is serious non-compliance it will seek to have this issue addressed in accordance with clause 18 of this Agreement. All - in payment systems, sham sub-contract arrangements/other systems of engagement designed to circumvent this Agreement and cash in hand payments in lieu of conditions and/or overtime are strictly prohibited.

If the company is identified paying 'all in' it will pay the 'all in' rate being paid to all employees on that site plus all conditions of this Agreement for job duration. Work will not be sublet to another company except by agreement of the parties to this Agreement or where the work is of a specialist nature. In such circumstances the relevant company will not pay less than the rates of pay, allowances and benefits of this Agreement.

If the company signatory to the Agreement is newly established it will provide to the AWU (Greater NSW Branch) EBA Department within 3 months of Agreement finalisation evidence of compliance with industry schemes and statutory obligations to i.e., Superannuation, Redundancy, Top Up/24 Hour Income Protection Insurance, Long Service Leave, Workers Compensation etc and will undergo an audit with a relevant Audit Service or other agreed provider.

24. Employee Awareness

All current employees will be given a copy of this enterprise 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 and company productivity allowance stipulated in this Agreement.

27. Picnic Day

The employee is 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 be active union members and respect the right of the union to organise and recruit employees. The parties to this Agreement also acknowledge that good

communication between the union workplace delegate(s) and members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

28.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant award and OH&S obligations for entry to site
- b) Providing a "breach" is suspected that the Company is not fulfilling its obligations to this Agreement, the Award, OHS or other Statutory requirements; Union officials with the appropriate credentials and fulfilling all requirement according to law shall be entitled to inspect all wage records, other payment records and/or related documentation necessary to ensure that the company is observing the terms and conditions of this Agreement, the Award, and other obligatory requirements.
- c) All wage books and other payment records shall be made available within a mutually agreed time on site or at another convenient place by the company.

28.2 Delegates and Their Rights

In this clause the expression "delegate" means an employee who is the accredited representative of the union at the workplace or within the company.

- a) The parties acknowledge it is the sole right of the union and its members to elect union delegate(s) who shall be recognised as the authorised representative of the union
- b) The delegate shall have the right to approach or be approached by any employee of the company to discuss industrial matters during normal work hours
- c) The delegate shall have the right to communicate with members or potential members of the union in relation to industrial matters without impediment from the company. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:

Moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members

Changing a delegates shifts, rosters or site so that communication with workers is prevented or significantly impeded

Disrupting duly organised meetings

- d) The delegate shall be entitled to represent members or potential members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members or potential members:

At all stages in the negotiation, renegotiation and/or implementation of enterprise agreements or other industrial instruments

The introduction of new technology and other forms of workplace change

Career path, reclassification, training issues and to initiate discussions and negotiations on any other matters affecting the employment of members

Ensuring that workers on site are paid their correct wages, allowances and other lawful entitlements

To check with relevant industry schemes so as to ensure that superannuation, redundancy etc has been paid on time for all employees and long service credited to a workers long service registration

- e) In order to assist the delegate to effectively discharge his/her duties and responsibilities, the delegate shall be afforded the following rights:

The right to reasonable communication with other delegates, union officials and management in relation to industrial and related matters

A maximum of 10 days paid time off work per annum to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of delegates in the industry, as authorised by the relevant union Secretary or nominee

Time to check WorkCover and OH&S requirements are being complied with

- f) The company shall provide where there is a delegate, the following, if not already available on site:

A lockable cabinet for the keeping of records

A notice board for the placement of authorised notices

Access to telephone for legitimate union business

- g) There shall be no deduction to wages where the union requires a delegate to attend any Court or Industrial Tribunal proceedings relating to industrial matters at the workplace impacting on employees

- h) Nothing in this Clause requires the election of a delegate on every workplace of the company. The expectation of the parties would be that employees would elect a delegate on larger sites.

28.3 Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to employees to promote the benefits of union membership.

To assist in this process the employer shall:

- a) Encourage all current and future employees to join and remain members of the union party to this agreement
- b) If requested by the union and authorised by the employee, provide payroll deduction services for union fees. Such fees shall be remitted to the union on a regular agreed basis with enough information supplied to enable the union to carry out a reconciliation
- c) Supply all employees with a union application form at the same time as new employees are provided with their taxation declaration form
- d) Provide the union with access to new employees at induction training

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 DIMA (Department of Immigration and Multicultural 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.

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. Pre-Settlement Agreement

The union gives a commitment that if the final settlement with other companies is less than the terms of this Agreement there will be a review. Specifically the company will not be held to an earlier date for the introduction of a 36 hour week or committed to pay wages and allowances higher than the outcome with other comparable companies.

32. 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

R. K. Collison

 Print Name

Signature

 For the Company

Peter Gualtieri

 Print Name

APPENDIX A

AWARD/AGREEMENT CLASSIFICATIONS AND RELATIVITY'S

| Classification | Abbreviation | % Relativity |
|--|-----------------|--------------|
| 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 (less than 3 months Steelfixing experience) | CW1 | 92 |
| Construction Worker Level 2 Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsmen, 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 CW4 105
 Marker-Setter Out, Signwriter, Lettercutter, Group B Operators: Tractor- up to, but not exceeding 48kw (65hp), 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

Construction Worker Level 5 CW5 110
 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 10 tonnes (note crane capacity adjustment formula 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

APPENDIX A

ENTERPRISE BARGAINING AGREEMENT 2002-2005

Rates applicable from 1 March 2004

| Classification | Per Hour | Per Day 7.2 Hours | 0.8 RDO Accrual | Per 36 Hours | Time & a Half | Double Time | Saturday Work 8 Hours |
|-----------------|----------|----------------------|--------------------|-----------------|------------------|----------------|-----------------------------|
| 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 | 45.42 | 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

| Classification | Per Hour | Per Day 7.2 Hours | 0.8 RDO Accrual | Per 36 Hours | Time & a Half | Double Time | Saturday Work 8 Hours |
|-----------------|----------|----------------------|--------------------|-----------------|------------------|----------------|-----------------------------|
| 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 | 170.06 | 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 |

CW (2) rate will be paid to a labourer on a daily basis where higher duties are involved.

APPENDIX B

CONCRETE SECTOR

Company Productivity Allowance

The company will pay a company productivity allowance of \$1.50 per hour for each hour worked. This allowance shall be paid weekly for each hour worked.

Superannuation Entitlement

The company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into C+BUS. "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. In respect of the company productivity allowance the 9% will apply for 8 hours payment for Monday to Friday where worked or on paid leave (not on RDO's). This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the award shall apply.

It is understood by the parties that the union reserves its right to pursue payment of additional superannuation in project agreements. However the union gives an undertaking not to pursue claims in excess of the following amounts:

| | |
|-------------|------------------|
| 1 July 2004 | \$85.00 per week |
| 1 July 2005 | \$90.00 per week |

Redundancy Entitlement

The company will contribute \$40.00 per week into ACIRT or other approved fund.

Once an employee has accrued 8 weeks pay in their ACIRT account they may elect to have their redundancy contribution paid into an approved Superannuation Fund.

Additional Meal Allowance Provision

In lieu of the parent award provision, the meal allowance payable for overtime shall be \$12.00. This amount shall replace the amount prescribed by the parent award(s) 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 Employees will contribute from their wages \$1.00 per week 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 B1

It is agreed between the parties that the terms and conditions in this appendix will apply to Civil Construction projects where the company is contracted to carry out work which falls within the following description.

- Concrete roads
- Shotcreting
- Laying of steel or reo mesh for concrete roads
- Kerb and channel
- Box gutters
- Detention pits
- Retaining walls
- Culverts
- Foot bridge

Company Productivity Allowance Matrix

Civil Construction and all other related work as above - \$2.00 for each hour worked

Additional Meal Allowance Provision

In lieu of the Award provision, the meal allowance payable for overtime shall be \$13.00. This amount shall replace the amount prescribed by the Award and shall remain in force without variation for the duration of the Agreement.

Inclement Weather

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

Redundancy Entitlement

The company will contribute \$60.00 per week into ACIRT.

To assist the company tendering and securing work on smaller projects (i.e., where the builders package is less than \$10 million) employees may agree to a payment of \$35.00 per week.

Once an employee has accrued 8 weeks pay in their Redundancy Fund account they may elect to have their redundancy contribution paid into a relevant Superannuation Fund.

Superannuation Entitlement

The company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into C+BUS/Superannuation Fund. "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. In respect of the company productivity allowance the 9% will apply for 8 hours payment for Monday to Friday where worked or on paid leave (not on RDO's). This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the award shall apply.

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 Foundation.

APPENDIX C

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 & 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.

Ultimately, the responsibility for discrimination and sexual harassment matters lies with senior management of the company.

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 D

EBA Leisure Days Calendar 2003-2005

38 hour week

Prior to March 1st 2004 Employees accrue 0.4 of an hour's pay (24 minutes) for every day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc

Official start of 36 hour week

On March 1st 2004 the 36 hour week commences. From this date the hourly rate increases and Employees accrue 0.8 of an hour for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue on RDO's.

Termination of employment

Upon termination, the Company is required to pay Employees all unused RDO accruals.

Commencing employment

When commencing employment after March 1st 2004 Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday/RDO therefore only partial payment may be made.

No Work Saturday

On this calendar we have made provision for No Work paid RDO Saturdays which are the Saturdays coinciding with public holiday long weekends. Employees may use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

Sites will be closed on these days and work prohibited. Employees must take an RDO on this day. This day is adjacent to the public holiday long weekends.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient or use accruals for the nominated No Work Saturdays on this schedule to a maximum of 14.4 hours. These RDO's are not adjacent to the public holiday long weekends.

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 22 | 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 E

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 (eg, 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/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 / 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

A copy of this warning will be given to the company union delegate or area organiser.

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 F

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 is, Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that my entitlement to work legally in Australia) to the named employer/labour supplier and a representative of a principal contractor 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:

Employer/Labour Supplier Details

Business Name:

Business Street Address:

Type of Business

Name of Contact Person:

Telephone:

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 within employee's work rights status will be faxed to you one working day.