

Vol. 355, Part 1

25 November 2005

Pages 1 - 351



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
50 Phillip Street, Sydney, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 355, Part 1

25 November 2005

Pages 1 - 351

	Page
Awards and Determinations -	
Awards Made or Varied -	
B & S Solid Plastering Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 108
Bluescope Steel Limited - Springhill and CRM Employees Award 2004	(VIRC) 340
CFMEU Enterprise Award expiring 30 June 2006	(VIRC) 347
CFMEU Enterprise Award expiring 30 June 2006	(VIRC) 348
Coastcrete Concrete Pumping Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 311
Concept Building Services (QLD) Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 282
Florida Construction Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 21
Harmony Timber Floors Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 253
K & G Roofing Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 79
North West Transitway Project Consent Award	(AIRC) 1
Ozfix Reinforcing Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 224
Panther Constructions (QLD) Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 50
Queensland Showerscreens and Wardrobes Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 137
Superior Walls & Ceilings Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 195
Tilecorp Pty Ltd/CFMEU Enterprise Award Expiring 30 March 2008	(AIRC) 166
Enterprise Agreements Approved by the Industrial Relations Commission	349

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PRESIDENT

The Honourable Justice F. L. WRIGHT[†]

VICE-PRESIDENT

The Honourable Justice M. J. WALTON[†]

MEMBERS

The Honourable Justice F. MARKS[†]
The Honourable Justice M. SCHMIDT[†]
The Honourable Mr Deputy President R. W. HARRISON
The Honourable Justice T. M. KAVANAGH[†]
Mr Deputy President P. J. SAMS AM
The Honourable Justice R. P. BOLAND[†]
Mr Deputy President J. P. GRAYSON
The Honourable Justice W. R. HAYLEN[†]
The Honourable Justice P. J. STAUNTON AM[†]
The Honourable Justice C. G. STAFF[†]
The Honourable Justice A. F. BACKMAN[†]

Commissioner Mr R. J. PATTERSON
Commissioner Mr P. J. CONNOR
Commissioner Mr B. W. O'NEILL
Commissioner Ms I. TABBAA
Commissioner Ms D. S. McKENNA
Commissioner Mr J. P. MURPHY
Commissioner Mr I. W. CAMBRIDGE
Commissioner Ms E. A. R. BISHOP
Commissioner Ms J. McLEAY
Commissioner Mr A. W. MACDONALD
Commissioner Mr D. W. RITCHIE
Commissioner Mr J. D. STANTON

[†]These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act 1996*.

INDUSTRIAL REGISTRAR

Mr M. GRIMSON

DEPUTY INDUSTRIAL REGISTRAR

Mr A. G. MUSGRAVE

(1825)

SERIAL C3885**NORTH WEST TRANSITWAY PROJECT CONSENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Master Builders' Association of New South Wales, industrial organisation of employers.

(No. IRC 2965 and 4066 of 2005)

Before The Honourable Justice Walton, Vice-President

24 June and 11 August 2005

AWARD

1. Date of Operation
2. Definitions
3. Objectives
4. Application
5. Commitment
6. Project Allowance
7. Industry Standards
8. Flexibility
9. Project Close-Down Calendar
10. Maximising Working Time
11. Industry Convention
12. Safety Dispute Settling Procedures
13. Avoidance of Disputes – Grievance Procedures
14. Shift Work
15. Productivity Initiatives
16. Anti-Discrimination
17. Legal and Contractual Obligations Of Contractors
18. Project Monitoring Committee
19. Training And Workplace Reform
20. Long Service Compliance
21. Induction
22. Personal/Carers Leave
23. Union Representation
24. Protective Equipment
25. Workers Compensation And Insurance Cover
26. Immigration Compliance
27. First Aid Facilities
28. Inclement Weather
29. Clothing
30. Apprentices
31. Mobile Crane Safety
32. Not a Precedent
33. No Extra Claims

Annexure A - Classifications

Annexure B - Project Closedown Calendar

Annexure C - Authority to Obtain Details of Work Rights from DIMIA

1. Date of Operation

This Project Consent Award shall operate from 15 May 2005 to the Project Completion Date.

2. Definitions

‘Award’ means this North West Transitway Project Consent Award.

‘Classifications’ means those classifications of Employees in those awards referred to in Annexure “A”.

‘Domestic Dispute’ means a dispute restricted to a disagreement between one single Employer and any of its Employees and which has no affect on the ability of any other Employer to perform its work.

‘Demarcation Dispute’ means a dispute between Employers, Unions and/or Employees over which Employees or Union members have the rights to carry out the disputed work.

‘Employee’ means a person engaged by an Employer under the terms of either an award or enterprise agreement, Federal or State, who performs Work On-Site in connection with a contract package or subcontract package for the Project.

‘Employer’ means Leighton and any Contractor or Subcontractor who performs Work On-Site.

‘Enterprise Agreement’ means an agreement certified under the *Workplace Relations Act 1996* or approved under the *Industrial Relations Act 1996* (NSW).

‘Leighton’ means Leighton Contractors Pty Limited.

‘Leighton Project Manager’ means the person nominated by Leighton from time to time as its most senior representative on the Project.

‘Managing Contractor’ means Leighton Contractors Pty Limited.

‘Parties’ means Employers, Unions NSW, Employees and their Unions.

‘Project Allowance’ means the allowance payable under Clause 6 of this Project Consent Award.

‘Project’ means the North West Transitway Project being managed or constructed by Leighton.

‘Project Award’ means this Project Consent Award.

‘Project Completion Date’ means the date of practical completion agreed between Leighton and the client.

‘Project Dispute’ means a dispute over a matter, which affects more than one Employer and any of their Employees.

‘Safety Officer’ means the on-site safety advisor monitoring safety matters related to construction.

‘Shift Worker’ means any Employee engaged on the Project required to work shift work.

‘Subcontractor’ means an Employer who has been engaged to carry out Work On-Site in connection with a subcontract package of work.

‘Unions NSW’ means the Labor Council of NSW.

‘Unions’ means each of The Construction Forestry Mining and Energy Union (Construction and General Division), New South Wales Branch; The Australian Workers’ Union Greater New South Wales Branch; The Electrical Trades Union of Australia, New South Wales Branch; The New South Wales Plumbers & Gasfitters Employees’ Union; Automotive, Food, Metals, Engineering, Printing and kindred Industries Union, New South Wales Branch; Transport Workers Union of Australia, New South Wales Branch.

‘Union Delegate’ means an Employee of any Employer elected to act as the representative Union Delegate for the Employees.

‘Work On-Site’ means all on-site construction work that is carried out on the project.

3. Objectives

The Parties agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:

- (a) Improve productivity by initiatives aimed at:
 - (i) Communication, consultation and relationships between Employer, Employees and Unions
 - (ii) Health and safety
 - (iii) Training and skill formation
 - (iv) Flexible workplace practices
- (b) Provide good wages and conditions to all Employees engaged on the Project
- (c) Ensure that subcontractors comply with the provisions of this Project Award, Awards and/or Enterprise Agreements and legislative requirements
- (d) Promote and implement improved work methods and productivity
- (e) Promote compliance with the NSW Government Code Of Practice For Procurement
- (f) Complete the Project on time or earlier to quality requirements, and within budget
- (g) Adopt a co-operative and non-adversarial approach to all industrial relations issues
- (h) Assist in developing a harmonious relationship between Leighton, subcontractors, Unions and Employees in respect of this Project.
- (i) Ensure occupational health and safety on the Project is a priority for subcontractors, Unions and Employees.
- (j) Promote a work/life balance for Employees
- (k) Implement forms of work organisation which encourage the use and acquisition of skills and continual learning
- (l) Improve quality of work
- (m) Increase the scope of subcontract work packages to promote genuine skill enhancement and acquisition by Employees
- (n) Promote a career structure for all Employees based on skill enhancement, competencies and increased job satisfaction
- (o) Provide quality facilities and amenities
- (p) Provide a forum for dispute resolution between subcontractors, the Unions and Leighton
- (q) Implementation of this Project Consent Award and compliance with all relevant statutory provisions
- (r) Improve the environment
- (s) Improved compliance by subcontractors with applicable awards and/or enterprise agreements and legislative requirements

- (t) Enhancing job opportunities for persons who have a legal right to work including persons who wish to take on apprenticeships or traineeships.
- (u) Note that Union parties to this Project Award have an objective that Employers have an appropriate Enterprise Agreement in place.

Leighton will constantly seek improvements in safety, methods of production, work organisation, quality, and in other areas which will assist in the delivery of the Project on time and within budget.

The Parties to this Project Consent Award commit themselves to honour its terms and accept that subject to the proper consultation processes being followed, everyone will be expected to cooperate willingly to achieve the objectives of this Project Consent Award.

4. Application

This Project Consent Award shall be known as The North West Transitway Project Consent Award, and shall cover work carried out by Employees on the Project Site.

Subject to this Project Consent Award, where subcontractors are engaged on the Project, the relevant contractor shall make it a condition of any contract that the subcontractor must comply with this Project Consent Award.

This Project Consent Award will apply to work done on the Project by the Employees for the period the Employer engages the Employees to work on the Project.

This Project Consent Award is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and it's primary purpose is to provide a framework for the Employers, Unions NSW, and the Unions, to manage those issues on the Project which affect more than one Employer.

This Project Consent Award shall cover Work On-Site carried out by Employees who are covered by those awards referred to in Annexure A. The terms of this Award will be observed by all Employers, Unions and Employees subject to the law until the expiry of the Award on the Project Completion Date.

All Employees shall be paid in accordance with the applicable award and or Enterprise Agreement that exists between each Employer and their Employees.

This Project Consent Award shall not apply to persons who are required as part of their normal duties to visit the site for the purpose of a pick up or a delivery or to carry out routine maintenance or repairs to on-site plant of a minor nature or for short durations. This Award shall not apply to any off-site work.

This Project Consent Award does not apply to the following organisations, including but not limited to Roads and Traffic Authority of NSW, Sydney Water, Australian Water Technologies, AGL Gas Company (NSW) Limited, Telstra Corporation Limited, Visionstream Pty Ltd, Optus Communications, Energy Australia, Blacktown City Council or any other City Council in the proximity of the North West Transitway Project or to their Employees. The only exception will be where any of the above companies, Government or Semi Government instrumentalities tender for work on the Project in competition to other contractors and are awarded a contract on that basis.

The Parties agree that if the State or Federal Government require Leighton to comply with any applicable Code and Guidelines on the Project (or generally), the Parties will do everything reasonably necessary to ensure that this Project Consent Award complies with the relevant Code and Guidelines as soon as is practicable.

5. Commitment

The parties to the North West Transitway Project Consent Award are committed to ensuring that:

- (a) The terms and conditions of the Project Consent Award lead to real gains in overall Project productivity and workplace efficiencies, without any reduction to health and safety standards;

- (b) The Avoidance of Disputes – Grievance Procedures provided in this Project Consent Award are strictly adhered to;
- (c) A culture that is committed to constructing a completed road of the highest quality workmanship is fostered.

6. Project Allowance

The Parties agree that in recognition of implementing the productivity objectives and other initiatives outlined in Clauses 3 and 5, meeting construction programme requirements and the achievement of on time or early Practical Completion, a Project Allowance will be paid on the Project in accordance with this Clause 6. Employees will be paid a Project Allowance which will be \$2.75 per hour flat payment payable to all employees for hours worked on the Project. The Project Allowance payable under this Consent Award shall be offset against any productivity payment that is paid under an individual Employer's enterprise agreement provided that Employers enterprise agreement has a provision to offset that productivity payment. Where there is no provision to offset that productivity payment paid under an individual Employers enterprise agreement the \$2.75 per hour Project Allowance payable under this Consent Award shall be paid in full to Employees. The Project Allowance shall be calculated on a "flat" hours worked basis only, and paid weekly, and shall not include any calculation of award or other entitlements (for example it will not be an "all purpose allowance" and will not attract any penalty or premium).

7. Industry Standards

It is recognised by the Parties that the size, location and importance of the Project warrants the implementation of the following Project standards:

Superannuation

Employers will make superannuation contributions of \$100 per week or 9% of each Employee's ordinary weekly wage (whichever is the greater) in accordance with the *Superannuation Guarantee Administration Act* into a super fund nominated in the relevant industrial instruments (being C+BUS; NESS; STA, TWU or other schemes approved by the Parties) or in accordance with legislation. The \$100 per week superannuation contribution rate defined above shall increase to \$110 per week on and from 1 July 2006 and will be paid from that date in accordance with this sub-clause.

Redundancy

The Employers will make a contribution of \$62 per week into ACIRT or MERT or other schemes approved by the Parties. The \$62 per week shall increase to \$68 per week on and from 1 January 2007.

Workers Compensation Top Up/24 Hour Accident Insurance

Each Employer will provide Workers Compensation Top-Up/24 Hour Accident Insurance with the U-Plus scheme or other similar scheme, up to a maximum cover of \$1000 per week.

Project Mortality Cover

During the life of this Project Award, mortality cover of \$25,000 will be provided for Employees in addition to any other payment. In the event of an accident while working on the Project Site that results in the death of an Employee, a lump sum payment of \$25,000 will be made to the next of kin of the Employee.

Transport Drivers

- (a) Employees – Rates of Pay

This Award does not apply to off site or purely incidental activities such as delivery of site materials or couriers, except for transport award drivers who are required to have a regular involvement with the Project Site in excess of two (2) hours per day, who will be paid, in addition to his/her Award or Enterprise Agreement rate of remuneration, the Project Allowance payable under Clause 6 of this

Project Consent Award only. All Contract Carriers/Lorry Owner Drivers are not entitled to any provision of this Project Consent Award.

(b) Contract Carrier/Lorry Owner Driver

All Contract Carriers/Lorry Owner Drivers involved in the Transport Industry engaged on the Project to haul excavated materials shall be paid the rates of pay applicable under the Transport Industry Excavated Materials Contract Determination for the cartage of such materials to and from the site.

(c) GST

Rates paid to contractor's carriers, shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid to the carrier for contracts of carriage (the GST amount). The total fee payable to the contract carrier shall be the sum of the remuneration payable and the GST Amount.

8. Flexibility

The Parties are committed to flexibility of jobs and duties, and acceptance of improved work organisation which means unimpeded flexibility and interchangeability such that every individual Employee will perform any task that the Employee is competent to perform, provided that such tasks are safe, legal and logical and within the classification structure of their award or Enterprise Agreement and consistent with the scope of work on the Project of their Employer.

9. Project Close-Down Calendar

For the purposes of this Project Award, the Parties agree that the calendar in Annexure "B" will be adopted for the Project. The calendar has been produced with a view to maximising quality leisure time off for all Employees. Accordingly the Parties agree that on the long weekends identified in the calendar, no work shall be carried out.

Provided, however, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDOs as set out in the calendar, subject to the agreement of the appropriate union secretary or nominee. In such circumstances reasonable notice (where possible) shall be given to the union.

10. Maximising Working Time

The parties agree that to complete the Project on time it is necessary (and therefore it is the intent of this Award) that the time available for productive work must be maximized. This will involve the use of overtime and shift work.

Crib and lunch breaks may be staggered for individual Employers and Employees so that work does not automatically cease during crib and lunch breaks. Amenities and facilities will be maintained and cleaned regularly to ensure clean and comfortable facilities are available to Employees at all times. Prior to the introduction of staggered crib and lunch breaks, agreement with the majority of Employees and the appropriate Union Delegate will be reached.

11. Industry Convention

The Parties are aware of the convention of some Employers making payments or providing conditions to their Employees in excess of the relevant awards or Enterprise Agreement by private treaty for incentive purposes or for the purpose of attracting labour.

The Parties agree that they will not seek to change the terms of this Award as a result of a private treaty as described above nor will they seek redress from any Employer.

Subject to the State or Federal legislation nothing in this Clause represents an endorsement of "all in payments" or sham subcontract arrangements which are prohibited on the Project.

12. Safety Dispute Settling Procedures

No Employee will be required to work in or on an unsafe area or process on the Project. Where a safety problem has been identified by the safety committee, which prevents work from occurring in any area, work shall cease in the immediate affected area only. Priority will be given to rectifying unsafe access areas. If any access areas are unsafe, Employees will use alternative safe access.

Should a safety dispute arise over whether one or more work areas are safe or not, the following procedures shall apply:

- (a) Employees shall not leave the project unless directed to do so by their Employer in the event of an emergency;
- (b) Immediate inspection of the affected work areas will be carried out by both Leighton and Employee representatives of the relevant safety committee;
- (c) Leighton in conjunction with representatives of the safety committee will select the sequence of inspections of areas;
- (d) The inspection shall identify the safety rectification work required in each area;
- (e) As safety rectification work is agreed for each area, all relevant Employees shall immediately commence such rectification works;
- (f) Upon verification that such rectification has been completed; normal work will resume progressively in each area;
- (g) Should any dispute arise as to the rectification work required to any area, then Leighton will immediately call the designated WorkCover NSW Inspector to recommend the rectification work. The WorkCover NSW inspector's decision will be binding on all Parties.

Nothing in this Clause shall negate or contradict any obligations under the *Occupational Health and Safety Act 2000* (NSW).

13. Avoidance of Disputes - Grievance Procedures

It is a condition of employment and a fundamental requirement of this Project Award that all Parties to this Project Award observe this Clause in its entirety.

On all occasions, any issue, grievance or dispute over any matter between the Parties to this Project Award shall be settled in accordance with this procedure without resorting to industrial action. This shall apply whether the matter in dispute relates directly to site employment or not, or whether it relates to a matter dealt with by this Project Award or a relevant award, or not.

Parties to this Project Award will not be disadvantaged by continuity of operations. It is agreed that issues and disputes will be processed through Avoidance of Disputes – Grievance Procedures and where required, with the assistance of the Monitoring Committee.

The Parties shall use their best endeavours to prevent disputes arising on the Project. In the event that a dispute does arise:

- (a) The status quo which existed prior to the dispute shall prevail and work shall continue without prejudice to any of the Parties;
- (b) The Parties shall use their best endeavours to resolve the dispute, using the relevant steps in the following procedures.

Procedures to Prevent Disputes Regarding Non-compliance

- (a) Leighton, in association with the accredited site Union delegate will check monthly payments of subcontractors' companies engaged on site with respect to superannuation, redundancy and extra insurance to ensure payments for Employees have been made as required. Leighton and the site delegate shall also check that Employers have not introduced arrangements such as and not limited to 'all-in' payments and or 'cash-in-hand' payments, (i.e. payments designed to avoid tax and other statutory obligations and sham subcontract arrangements). Where such practices are identified Leighton will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.
- (b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and are required to comply with their lawful obligations.
- (c) When an Employer receives a statement pursuant to Section 127(3) of the *Industrial Relations Act 1996* of NSW they shall provide on request the Union delegate on site with a copy of such statement within 7 days.
- (d) The Union delegate or Union official shall advise Leighton if they believe the information which has been provided by the subcontractor is not correct.
- (e) Any dispute concerning non-compliance shall be resolved in accordance with this clause.

Domestic Disputes

In the event of a domestic Dispute the Parties will use their best endeavours to resolve the dispute as follows:

- (a) In the first instance, the Employee or Employees concerned and the immediate supervisor of the relevant Employer and if required, the Union Delegate shall endeavour to resolve the grievance or dispute;
- (b) If after step (a) the matter is not resolved, then the Employer's senior management, and Union Delegate shall confer in an endeavour to resolve the dispute;
- (c) If after step (b) the matter is still not resolved, then the relevant Union secretary or nominee, the Employer's senior management and the Leighton Project Manager, shall confer in an endeavour to resolve the dispute;
- (d) If after step (c) the matter remains unresolved, any of the Parties may notify a dispute to the Industrial Relations Commission but at the same time the Parties may continue to confer through the Unions NSW or the Monitoring Committee to try and resolve the dispute.

Project Dispute

In the event of a Project Dispute, the Parties will use their best endeavours to resolve the dispute in the following steps:

- (a) In the first instance, the most senior on-site manager of each Employer and its Union Delegate involved in the dispute will confer;
- (b) If after step (a), the matter is not resolved then a secretary of the relevant Union or nominee, the Leighton Project Manager, and the senior manager of the Employers involved shall confer in an endeavour to resolve the dispute;
- (c) If after step (b) the matter is still not resolved, the Employers or the Union(s) may notify a dispute to the Industrial Relations Commission but at the same time the Parties may continue to confer through the Unions NSW or the Monitoring Committee to try to resolve the dispute.

Demarcation Disputes

In the event of any demarcation dispute on the Project no stoppage or industrial action shall be taken over actual or potential demarcation issues and the genuine status quo shall apply. The genuine status quo shall be the way the work had been allocated by the respective employer prior to the dispute.

In the event of such disputes arising the issues shall be resolved by reference to the Unions NSW in accordance with the ACTU guidelines for the resolution of demarcation disputes. Should the matter not be resolved by the Unions NSW, the matter may be referred to the Industrial Relations Commission of New South Wales or the Australian Industrial Relations Commission.

Throughout the process referred to above, the work in question shall continue.

Project Award Disputes

In the event of a dispute concerning this Project Award the Parties to the dispute will use their best endeavors to resolve the dispute using the Award Disputes procedure. Where the Parties to the dispute are unable to reach agreement the matters will be referred to the Industrial Relations Commission of NSW for determination.

14. Shift Work

The Parties acknowledge that shift work will apply on the Project. Employee's required to work shift work will be paid the appropriate shift work loadings under the terms of the applicable award and/or enterprise agreement.

15. Productivity Initiatives

Learning Initiatives

Each Employer shall comply with their workplace reform initiatives outlined in their Enterprise Agreement. The use of non-productive time may be used for activities such as relevant and meaningful skill development; production/upgrade of skill modules; presentation and participation in learning; planning and reprogramming of the Project.

16. Anti-Discrimination

It is the intention of the Parties bound by this Project Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace.

This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Project Award, the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Project Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the Parties to make application to vary any provision of the Project Award, which, by its terms or operation, has a direct or indirect discriminatory effect.

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.

Nothing in this clause is to be taken to affect:

- (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) Offering or providing junior rates of pay to persons under 21 years of age;
- (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

- (d) A party to this Project Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

This clause does not create legal rights or obligations in addition to those imposed upon the Parties by legislation referred to in this clause.

17. Legal and Contractual Obligations of Contractors

The Parties recognise that it is in the interests of sound industrial relations on the Project that Employers meet all their obligations including payment of employment benefits under this Project Award, other enterprise agreements or applicable awards and legislation. As part of the shared concern of the Parties that sound industrial relations are maintained the Parties stress the importance of:

- (a) Compliance with award obligations, enterprise agreement or this Project Award provisions; and
- (b) Employers not entering into arrangements or contracts designed to circumvent award or legislative obligations including inappropriately treating a genuine Employee as an independent contractor; and
- (c) Compliance with statutory requirements for Workers Compensation.

The terms of this Clause are to be specifically drawn to the attention of each Employer prior to it commencing work on the Project. If during the course of the Work On-Site non-compliance is identified it will be immediately rectified.

18. Project Monitoring Committee

The Parties will establish a Monitoring Committee for the purposes of resolving issues that may arise in the application of this Award.

The Monitoring Committee's members will be nominated by and represent Leighton and the Employers, the Unions NSW and the Unions. The Monitoring Committee's chairperson will be a Unions NSW Officer. The Monitoring committee may invite other persons to attend its meetings from time to time.

The Monitoring Committee will meet monthly, or as required. The chairperson will be responsible for issuing agendas and taking minutes.

The Monitoring Committee's primary charter is to ensure good communication between the Parties to this Project Award concerning relevant issues that may affect the Project and the Employees. The Monitoring Committee will review the application of this Project Award on the Project. It will also act as a 'last resort' negotiating forum for significant matters when other avenues of resolution have been exhausted. All Parties attending Monitoring Committee meetings shall cooperate to ensure the intent of this Project Award is maintained at all times.

19. Training and Workplace Reform

The Parties are committed to achieving improvements in productivity and innovation through cooperation and reform. Employers are expected to demonstrate their commitment to develop a more highly skilled workforce by providing their Employees access to training.

20. Long Service Compliance

Employees will register with the NSW Long Service Payments Corporation if required to do so under the NSW *Building and Construction Industry Long Service Payments Act 1986*. Employers engaged on site will be registered as an Employer under the NSW *Building and Construction Industry Long Service Payments Act 1986* if the Act requires them to do so.

21. Induction

Prior to the commencement of employment on site, all Employees shall attend an induction program given by Leighton's safety coordinators. The safety induction program shall be either WorkCover or VETAB approved. Employers shall arrange inductions prior to arrival on site. The program shall include:

- (a) Scope, purpose and anticipated duration of the Project.
- (b) Familiarisation with, and understanding the terms and conditions of employment contained within this Project Award.
- (c) Advice on legislative, site and Employer safety standards and requirements.
- (d) Communication of the objectives and commitments the Parties have established under this Project Award.
- (e) Specific reference to the applications of the Avoidance of Disputes – Grievance Procedures and Continuous Operations Clauses.
- (f) Outline of any house rules, including disciplinary procedures.
- (g) Advice to Employees in respect of the location of First Aid facilities.

Each Employee will receive a site safety induction card after completing the site safety induction program, and access to the Project site will only be granted to an Employee who exhibits the issued site induction card. However, in the case of a lost card, an Employee's identity will be confirmed prior to any issue of a temporary induction card and ultimately a replacement card.

Each Employee's site induction card must be carried by the Employee whilst engaged on the Project and is not transferable under any circumstances to any other person.

Any costs associated with the site inductions shall be borne by each Employer of the Employee being inducted.

These procedures are intended to substantially improve the security on the Project and have a positive impact on the level of safety provided to Employees on the Project.

A copy of this Project Award will be issued to Employees at this site induction.

22. Personal/Carers Leave

22.1 Use of Sick Leave

- (a) An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in clause 22.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) The Employee being responsible for the care of the person concerned; and
 - (ii) The person concerned being:

- (iii) A spouse of the Employee; or
- (iv) A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (v) A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
- (vi) A same sex partner who lives with the Employee as the de factor partner of that Employee on a bona fide domestic basis; or
- (vii) A relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

“relative” means a person related by blood, marriage or affinity;

“affinity” means a relationship that one spouse because of marriage has to blood relatives of the other: and

“household” means a family group living in the same domestic dwelling.

- (d) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person’s relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

22.2 Unpaid Leave for Family Purpose

An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 22.1 (c)(ii) above who is ill.

22.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944 (NSW)*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 22.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under the Award.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

22.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 22.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

- (d) Where no election is made in accordance with paragraph 22.4(a), the Employee shall be paid overtime rates in accordance with the Award.

22.5 Make-up Time

- (a) An Employee may elect, with the consent of the Employer, to work "make up time", under which the Employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award at the ordinary rate of pay.
- (b) An Employee on shift work may elect, with the consent of the Employer, to work "make up time" (under which the Employee takes time off ordinary hours and works those hours at a later time at a later time), at the shift work rate, which would have been applicable to the hours taken off.

22.6 Rostered Days Off

- (a) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- (b) An Employee may elect, with the consent of the Employer, to accrue some or all-rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.
- (c) This subclause is subject to the Employer informing each Union which is both party to the Project Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Unions to participate in negotiations.

23. Union Representation

Union officials shall comply with all legislative requirements, produce their right of entry permits, and observe the relevant Award and OH&S obligations for entry to site.

Subject to all legislative requirements, Union officials or their legal officers shall be entitled to inspect all wage records and related documentation necessary to establish that this Project Award, applicable industrial awards and legislation is being applied.

Such inspections shall not take place unless there is a suspected breach of the Project Award, the Awards, or the *Workplace Relations Act 1996* and/or other statutory obligations for which a suspected breach has been specified in writing to Leighton in advance of the inspection.

Union Delegates and Their Rights

- (a) Rights of the Delegate
 - (i) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for the Project, who shall be recognised as the authorised representative of the Union at the Project.
 - (ii) The delegate shall have the right to approach or be approached by any Employee of the Employer to discuss industrial matters with that Employee during normal working hours (subject to the consent of the relevant Employee).
 - (iii) The delegate shall be entitled to represent members in relation to industrial matters on the Project, and without limiting the generality of that entitlement is entitled to be involved in representing members:

At all stages in the negotiation and implementation of enterprise agreements or Awards 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 Employees on site are paid their correct wages, allowances and other lawful entitlements.

To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.

- (iv) In order to assist the delegate to effectively discharge his or 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 matters, where such communication cannot be dealt with or concluded during normal breaks in work;

Reasonable paid time off work up to a maximum of 10 days to attend relevant Union training courses/forums;

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

- (v) Reasonable access to a telephone, and meeting room will be made available to the delegate's of Employers.
- (vi) 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 on the Project.

24. Protective Equipment

The Employer shall provide suitable protective equipment to an Employee when and where required in accordance with the provisions of the New South Wales *Occupational Health and Safety Act 2000* NSW, its regulations, applicable WorkCover NSW Codes of Practice and other recognised good safety practices.

Abuse and disregard of protective equipment used by Employees will result in counselling of the Employee concerned, repeated offences will result in the withdrawal of the safety induction card and that person being removed from the Project.

Abuse and disregard by Employers of the protective equipment provisions of this Project Award will result in counselling that Employer concerned, repeated offences will result in that Employer being removed from the Project.

25. Workers Compensation and Insurance Cover

Employers must ensure that all persons that they engage to work on the Project are covered by workers compensation insurance.

Leighton will audit Workers Compensation Certificates of Currency from each Employer engaged on site to ensure that the wages estimate and tariff declared for the type of work undertaken is correct.

Employers and their Employees must comply with the following steps to ensure expedited payment of workers compensation:

- (a) All Employees will report injuries to the Project first aid officer and their supervisor at the earliest possible time after the injury.
- (b) All Employees will comply with the requirements for making a workers compensation claim, including the provision of a WorkCover medical certificate, at the earliest possible time after the injury. This information will also be supplied to the Project first aid officer, and their supervisor.

- (c) In cases where the Employee is unable to comply with the above, the relevant Employer will assist in fulfilling requirements for making a claim.

Employers must ensure that they are aware of and will abide by Sections 63 to 69 of the *Workers Injury Management and Workers Compensation Act 1998*, which provide that:

- (a) The Employer shall keep a register of injuries /site accident book in a readily accessible place on site;
- (b) All Employees must enter in the register any injury received by the Employee. The Employer must be notified of all injuries on site immediately. The Employer must notify the insurer within 48 hours of a significant injury;
- (c) An Employer who receives a claim for compensation must within seven (7) days of receipt, forward the claim or documentation, to their insurer;
- (d) An Employer who receives a request from their insurer for further specified information must within seven (7) days after receipt of the request, furnish the insurer with the information as is in the possession of the Employer or reasonably obtained by the Employer;
- (e) An Employer who has received compensation money from an insurer shall forward such money to the person entitled to the compensation within three (3) working days;

Where there has been a serious incident and/or accident which has resulted in a serious injury or loss of life, the Employer shall notify WorkCover immediately and will also complete the relevant accident notification form and send it to WorkCover.

26. Immigration Compliance

The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Leighton of the importance of immigration compliance and Leighton's requirement that no illegal immigrants are to be engaged on the Project.

Employers are required prior to Employees commencing work on-site to check the legal right of Employees to work. The authorisation form attached to this Project Award as Annexure "C" may be used to assist in providing evidence of the Employee's legal status.

27. First Aid Facilities

Leighton will establish a first aid facility on the Project, staffed by an accredited first aid officer. These facilities will include all necessary equipment to assist the officer in his/her duties, and will meet all the requirements of the Occupational Health and Safety (First Aid) Regulation 1989.

Employers with site workforces in excess of 25 persons will provide first aid chests meeting the requirements of the Occupational Health and Safety (First Aid) Regulation 1989. Employers will be encouraged to have Employees undertake appropriate first aid training.

28. Inclement Weather

Nothing in this Clause is intended to interfere with any existing award or enterprise agreement arrangement between an Employer and its Employees with respect to inclement weather. The Parties intend to minimise lost time due to inclement weather and the purpose of this Clause is to establish common procedures so that the welfare and safety of Employees is respected and where it is safe to do so, work can continue in an orderly fashion during periods of inclement weather. Employees who normally work in exposed work areas accept that during periods of inclement weather, work in undercover work areas may not be available to all Employees of a particular Employer and if this is so, that some Employees will be required to work and some will be required to wait until the inclement weather clears.

An Employee during periods of inclement weather will not be unnecessarily required to remain on the Project after the decision on the weather being inclement has been made by the Employers in consultation with the Employees.

The Parties will adopt a reasonable approach with respect to inclement weather procedures and what constitutes "inclement weather". Employees will accept transfers from an exposed work area to an undercover work area not affected by inclement weather if useful work is available in that area and that work is within the scope of the Employee's skill, competence and training and can be safely performed. Employees will walk to and between work areas where it is safe and reasonable to do so in order to continue work in areas unaffected by inclement weather.

During and after periods of inclement weather the Leighton Project manager, after consultation with the safety committee, will advise each Employer of those areas where it is reasonable and safe for work to continue or recommence.

Each Employer will then determine with its Employees any steps necessary to ensure that work can continue in a safe manner. In all cases, priority will be given to ensuring that a safe workplace is provided and safe systems of work are used. The Parties agree the practice of "one out, all out" will not occur.

Nothing in this procedure will negate or contradict the rights of the safety committee under the terms of the *Occupational Health and Safety Act 2000*.

29. Clothing

Employers will provide their Employees with the following items of clothing provided that if any Employer has obligations to provide clothing under an award, enterprise agreement or an equivalent standard then such Employer will not be bound by the terms of this Clause.

Safety Footwear

Appropriate safety footwear will be issued upon commencement of work on the Project and will be replaced on a fair wear and tear basis thereafter provided they are produced to the Employer for inspection.

Overalls, combination or Bib & Brace & Shirts or Trousers & Shirts

Two (2) sets of protective clothing will be provided after accumulated employment on the Project by an Employee of 152 hours and will be replaced twice per calendar year or as a result of fair wear and tear provided they are produced to the Employer for inspection.

Jackets

Each Employee, after accumulated employment on the Project of 152 hours shall be eligible to be issued with one (1) Australian made warm bluey jacket or lined woollen jacket or equivalent, which will be replaced once per calendar year or by fair wear and tear.

The type of jacket issued to an Employee will be determined by the nature of work performed to ensure that the jacket is not unsafe for the work performed by each Employee.

Equivalent Clothing

Where documented evidence can be shown that the equivalent protective clothing referred to in this Clause has been supplied by the Employer within the last three (3) month period, then the above will not apply.

30. Apprentices

As part of the Project's commitment to industry training, a ratio of one apprentice to every five tradespersons within each Employer's workforce is to be maintained.

31. Mobile Crane Safety

Mobile cranes engaged on the Project will be certified by Cranesafe Australia (NSW) or any other approved certifier as soon as practicable. Once certified, a crane will display a Cranesafe inspection label or that of an approved certifier. Mobile Cranes required to drive on public roads shall be road registered.

32. Not a Precedent

The parties will not use this Award as a precedent on any other project.

33. No Extra Claims

The Unions will not make any extra claims in respect of matters covered by this Award for the duration of the project.

ANNEXURE A

CLASSIFICATIONS

Those classifications covered by the following Awards:

Federal Awards

National Building and Construction Industry Award 2000.
National Metal and Engineering On-Site Construction Industry Award 2002.
Plumbing Industry (New South Wales) Award 1999.
Sprinkler Pipe Fitters Award 1998.
Mobile Crane Hiring Award.

State Awards

Building and Construction Industry (State) Award.
Electrical, Electronic and Communications Contracting Industry (State) Award.
Plant &c., Operators on Construction (State) Award.
Plumber and Gasfitters (State) Award.
Transport Industry - State Award, and applicable NSW Determinations.
Metal, Engineering and Associated Industries (State) Award.
Security Employees (State) Award.
General Construction and Maintenance, Civil and Mechanical Engineering (State) Award.

ANNEXURE B

PROJECT CLOSEDOWN CALENDAR

2005

Friday	March 25	No Work Public Holiday
Saturday	March 26	No Work Saturday
Sunday	March 27	No Work Sunday
Monday	March 28	No Work Public Holiday
Tuesday	March 29	RDO (fixed)
Friday	April 22	RDO (fixed)
Saturday	April 23	No Work Saturday
Sunday	April 24	No Work Sunday
Monday	April 25	No Work Public Holiday
Saturday	June 11	No Work Saturday
Sunday	June 12	No Work Sunday
Monday	June 13	No Work Public Holiday

Tuesday	June 14	RDO (fixed)
Saturday	October 1	No Work Saturday
Sunday	October 2	No Work Sunday
Monday	October 3	No Work Public Holiday
Tuesday	October 4	RDO (fixed)
Saturday	December 3	No Work Saturday
Sunday	December 4	No Work Sunday
Monday	December 5	No Work Union Picnic Day
Tuesday	December 6	RDO (fixed)
Friday	December 23	RDO (fixed)
Monday	December 26	Public Holiday
Tuesday	December 27	Public Holiday

2006

Thursday	January 26	No Work Public Holiday
Friday	January 27	RDO (fixed)
Saturday	January 28	No Work Saturday
Sunday	January 29	No Work Sunday

Friday	April 14	No Work Public Holiday
Saturday	April 15	No Work Saturday
Sunday	April 16	No Work Sunday
Monday	April 17	No Work Public Holiday

Saturday	April 22	No Work Saturday
Sunday	April 23	No Work Sunday
Monday	April 24	RDO (fixed)
Tuesday	April 25	No Work Public Holiday

Saturday	June 10	No Work Saturday
Sunday	June 11	No Work Sunday
Monday	June 12	No Work Public holiday
Tuesday	June 13	RDO (fixed)

Saturday	September 30	No Work Saturday
Sunday	October 1	No Work Sunday
Monday	October 2	No Work Public Holiday
Tuesday	October 3	RDO (fixed)

Saturday	December 2	No Work Saturday
Sunday	December 3	No Work Sunday
Monday	December 4	No Work Union Picnic Day
Tuesday	December 5	RDO (fixed)

2007

Friday	January 26	No Work Public Holiday
Saturday	January 27	No Work Saturday
Sunday	January 28	No Work Sunday
Monday	January 29	RDO (fixed)

Friday	April 6	No Work Public Holiday
Saturday	April 7	No Work Saturday
Sunday	April 8	No Work Sunday
Monday	April 9	No Work Public Holiday

Tuesday	April 10	RDO (fixed)
Saturday	June 9	No Work Saturday
Sunday	June 10	No Work Sunday
Monday	June 11	No Work Public Holiday
Tuesday	June 12	RDO (fixed)
Saturday	September 29	No Work Saturday
Sunday	September 30	No Work Sunday
Monday	October 1	No Work Public Holiday
Tuesday	October 2	RDO (fixed)
Saturday	December 1	No Work Saturday
Sunday	December 2	No Work Sunday
Monday	December 3	No Work Union Picnic Day
Tuesday	December 4	RDO (fixed)
2008		
Saturday	January 26	No Work Saturday
Sunday	January 27	No Work Sunday
Monday	January 28	No Work Public Holiday
Tuesday	January 29	RDO (fixed)
Friday	March 21	No Work Public Holiday
Saturday	March 22	No Work Saturday
Sunday	March 23	No Work Sunday
Monday	March 24	No Work Public Holiday
Tuesday	March 25	RDO (fixed)
Thursday	April 24	RDO (fixed)
Friday	April 25	No Work Public Holiday
Saturday	April 26	No Work Saturday
Sunday	April 27	No Work Sunday
Saturday	June 7	No Work Saturday
Sunday	June 8	No Work Sunday
Monday	June 9	No Work Public holiday
Tuesday	June 10	RDO (fixed)
Saturday	October 4	No Work Saturday
Sunday	October 5	No Work Sunday
Monday	October 6	No Work Public Holiday
Tuesday	October 7	RDO (fixed)
Saturday	November 29	No Work Saturday
Sunday	November 30	No Work Sunday
Monday	December 1	No Work Union Picnic Day
Tuesday	December 2	RDO (fixed)

ANNEXURE C

AUTHORITY TO OBTAIN DETAILS OF WORK RIGHTS FROM DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name: _____

Given Name(s): _____

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

Date of Birth: _____

Nationality: _____

Passport Number: _____

Visa Number: _____

Visa Expiry Date: _____

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release, the details of my work rights status (that is my entitlement to work legally in Australia) to the named employer/labour supplier and a representative of a principal contractor and authorized trade union officer on request.

I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer/labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose

Employee Signature: _____

Date: _____

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

M. J. WALTON J, Vice-President.

Printed by the authority of the Industrial Registrar.

(1841)

SERIAL C4156

FLORIDA CONSTRUCTION PTY LTD/CFMEU ENTERPRISE AWARD EXPIRING 30 MARCH 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5153 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties and Persons Bound
4.	Relationship to Parent Award
5.	Duration of the Award
6.	No Extra Claims
7.	Company Consultative Committee
8.	Objectives
9.	Protective Clothing
10.	Wage Rates/Remuneration
11.	Terms of Employment
12.	Payment of Wages
13.	Travel
14.	Inclement Weather
15.	Training and Related Matters
16.	Annual Leave
17.	Casual Labour
18.	Dispute Settlement Procedures
19.	Occupational Health and Safety
20.	Company Drug and Alcohol Policy
21.	Hours of Work/Rostered Days Off
22.	Right of Entry
23.	Employee Awareness
24.	No Disadvantage
25.	Long Service Leave
26.	Picnic Day
27.	Trade Union Rights and Representation
28.	Immigration Compliance
29.	Counselling and Disciplinary Procedures
30.	Audit and Compliance

APPENDIX A - Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment

APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

Florida Construction Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008

2. Definitions

The Company:

Florida Construction Pty Ltd
(hereinafter referred to as "the Company")
Address: 62 Fitzalan Circuit, Arundell QLD 4214
Telephone: (07) 5574 4453
Facsimile: (07) 5574 4437

Parent Awards:

Building and Construction Industry (State) Award
(hereinafter referred to as "the Parent Award")

Union:

Construction Forestry Mining Energy Union
(Construction and General Division)
New South Wales Branch (hereinafter referred to as "the Union")

The Agreement:

Florida Construction Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008
(hereinafter referred to as "the Award")

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 and shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging

- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose
- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)

- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1 Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement

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

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
 - ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act* 1987, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and/or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures relating to disputes between the Company and its Employees are as follows

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.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

- b) The following is agreed in respect of rostered days off:
- ii) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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.
 - iii) RDO's may be banked to a maximum of six (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.
 - iv) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
 - v) Where more than one (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.
 - vi) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
 - vii) 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.
 - viii) 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
 - ix) A new Employee will be eligible for an RDO after achieving 7.2 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.
 - xi) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3 Overtime

- a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.

- b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
- i) Any risk to Employee health and safety;
 - ii) The Employee's personal circumstances including family responsibilities;
 - iii) The need of the workplace or enterprise;
 - iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
 - v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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

- e) 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 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

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of Union 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

- g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form

- c) Invite the Union to attend induction training of new Employees.
- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

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

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

Discrimination & Sexual Harassment

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shafts person, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		

Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes		
Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).		
Construction Worker Level 6	CW6	115
Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline/ Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)		
Construction Worker Level 7	CW7	120
Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.		
Construction Worker Level 8	CW8	125
Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing		

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50

CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98
CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C**Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity/site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to

Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project / builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E**Leisure Days and Public Holidays Calendar 2005-2008**

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)

Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)

Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday

Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)
Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday

Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1834)

SERIAL C4149

**PANTHER CONSTRUCTIONS (QLD) PTY LTD/CFMEU ENTERPRISE
AWARD EXPIRING 30 MARCH 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , industrial organisation of employees.

(No. IRC 5146 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties and Persons Bound
4.	Relationship to Parent Award
5.	Duration of the Award
6.	No Extra Claims
7.	Company Consultative Committee
8.	Objectives
9.	Protective Clothing
10.	Wage Rates/Remuneration
11.	Terms of Employment
12.	Payment of Wages
13.	Travel
14.	Inclement Weather
15.	Training and Related Matters
16.	Annual Leave
17.	Casual Labour
18.	Dispute Settlement Procedures
19.	Occupational Health and Safety
20.	Company Drug and Alcohol Policy
21.	Hours of Work/Rostered Days Off
22.	Right of Entry
23.	Employee Awareness
24.	No Disadvantage
25.	Long Service Leave
26.	Picnic Day
27.	Trade Union Rights and Representation
28.	Immigration Compliance
29.	Counselling and Disciplinary Procedures
30.	Audit and Compliance

APPENDIX A - Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment

APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

Panther Constructions (QLD) Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008

2. Definitions

The Company:

Panther Constructions (QLD) Pty Ltd
(hereinafter referred to as "the Company")
Address: 48 Ewart Street, Burleigh Heads QLD 4220
Telephone: (07) 5535 0338
Facsimile: (07) 5576 7757

Parent Awards:

Building and Construction Industry (State) Award
(hereinafter referred to as "the Parent Award")

Union:

Construction Forestry Mining Energy Union
(Construction and General Division)
New South Wales Branch (hereinafter referred to as "the Union")

The Agreement:

Panther Constructions (QLD) Pty Ltd/CFMEU
Enterprise Award expiring 30 March 2008
(hereinafter referred to as "the Award")

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 and shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging

- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose
- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)

- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1 Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement

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

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act* 1987, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and/or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures relating to disputes between the Company and its Employees are as follows

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.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

- a) The following is agreed in respect of rostered days off:
 - ii) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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.
 - iii) RDO's may be banked to a maximum of six (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.
 - iv) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
 - v) Where more than one (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.
 - vi) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
 - vii) 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.
 - viii) 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
 - ix) A new Employee will be eligible for an RDO after achieving 7.2 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.
 - xi) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3. Overtime

- a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.

- b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
- i) Any risk to Employee health and safety;
 - ii) The Employee's personal circumstances including family responsibilities;
 - iii) The need of the workplace or enterprise;
 - iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
 - v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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

- e) 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 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

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of Union 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

- g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form

- c) Invite the Union to attend induction training of new Employees.
- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

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

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

Discrimination & Sexual Harassment

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		
Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes		

Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).		
Construction Worker Level 6	CW6	115
Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline/Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)		
Construction Worker Level 7	CW7	120
Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.		
Construction Worker Level 8	CW8	125
Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing		

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98
CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C**Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity/site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E

Leisure Days and Public Holidays Calendar 2005-2008

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)
Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)
Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1842)

C4157

K & G ROOFING PTY LTD/CFMEU ENTERPRISE AWARD EXPIRING 30 MARCH 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5154 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD

Clause No. Subject Matter

1. Title
2. Definitions
3. Parties And Persons Bound
4. Relationship To Parent Award
5. Duration Of The Award
6. No Extra Claims
7. Company Consultative Committee
8. Objectives
9. Protective Clothing
10. Wage Rates/Remuneration
11. Terms Of Employment
12. Payment Of Wages
13. Travel
14. Inclement Weather
15. Training And Related Matters
16. Annual Leave
17. Casual Labour
18. Dispute Settlement Procedures
19. Occupational Health And Safety
20. Company Drug And Alcohol Policy
21. Hours Of Work/Rostered Days Off
22. Right Of Entry
23. Employee Awareness
24. No Disadvantage
25. Long Service Leave
26. Picnic Day
27. Trade Union Rights And Representation
28. Immigration Compliance
29. Counselling And Disciplinary Procedures
30. Audit And Compliance

APPENDIX A - Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment

APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the K & G Roofing Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008.

2. Definitions

The Company K & G Roofing Pty Ltd (hereinafter referred to as "the Company") address 170 James Street, Toowoomba QLD 4350, telephone: (07) 4638 7209 facsimile: (07) 4638 7290.

Parent Awards: Building and Construction Industry (State) Award (hereinafter referred to as "the Parent Award").

Union: Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch (hereinafter referred to as "the Union").

The Agreement K & G Roofing Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008 (hereinafter referred to as "the Award").

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 and shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and / or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging
- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose

- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)
- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1. Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates / allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement

The entitlement for apprentices will be in accordance with Appendix D of this Agreement. The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
 - ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the Workers Compensation Act 1987, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and / or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures relating to disputes between the Company and its Employees are as follows

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.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor / technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

b) The following is agreed in respect of rostered days off:

- i) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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 six (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 Award.
- iv) Where more than one (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. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
- 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
- viii) A new Employee will be eligible for an RDO after achieving 7.2 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.
- ix) Employees will be paid all unpaid RDO accruals on termination.
- x) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3 Overtime

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

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1. Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award

- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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

- e) 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 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

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of Union 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

- g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form
- c) Invite the Union to attend induction training of new Employees.
- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

Existing and prospective Employees may be required to complete the Authority contained in Appendix G of this Award to obtain from DIMIA (Department of Immigration and Multicultural and Indigenous Affairs)

details of immigration status. No person will be allowed to undertake any work for the Company unless it is verified he/she has the right to work.

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

Discrimination & Sexual Harassment

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		
Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes		
Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
Construction Worker Level 4	CW4	105
Skid Steer Tractor- up to, but not exceeding Marker-Setter Out, Signwriter, Lettercutter, Group B Operators: Tractor- up to, but not exceeding 48kw (65hp), 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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).

Construction Worker Level 6 CW6 115

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

Construction Worker Level 7 CW7 120

Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.

Construction Worker Level 8 CW8 125

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

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98
CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C**Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity / site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E

Leisure Days and Public Holidays Calendar 2005-2008

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)
Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)
Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer / labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(1843)

SERIAL C4158

**B & S SOLID PLASTERING PTY LTD/CFMEU ENTERPRISE AWARD
EXPIRING 30 MARCH 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5155 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD

Clause No. Subject Matter

1. Title
2. Definitions
3. Parties and Persons Bound
4. Relationship to Parent Award
5. Duration of the Award
6. No Extra Claims
7. Company Consultative Committee
8. Objectives
9. Protective Clothing
10. Wage Rates/Remuneration
11. Terms of Employment
12. Payment of Wages⁰
13. Travel
14. Inclement Weather
15. Training and Related Matters
16. Annual Leave
17. Casual Labour
18. Dispute Settlement Procedures
19. Occupational Health and Safety
20. Company Drug and Alcohol Policy
21. Hours of Work/Rostered Days Off
22. Right of Entry
23. Employee Awareness
24. No Disadvantage
25. Long Service Leave
26. Picnic Day
27. Trade Union Rights and Representation
28. Immigration Compliance
29. Counselling and Disciplinary Procedures
30. Audit and Compliance

APPENDIX A - 23Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment

APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the B & S Plastering Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008.

2. Definitions

The Company B & S Plastering Pty Ltd (hereinafter referred to as "the Company"), address: 12 George Street, Southport, telephone: (07) 5564 0190 facsimile: (07) 5564 0500.

Parent Awards Building and Construction Industry (State) Award (hereinafter referred to as "the Parent Award").

Union Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch (hereinafter referred to as "the Union").

The Agreement B & S Plastering Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008 (hereinafter referred to as "the Award")

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging
- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose

- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)
- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1 Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement

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

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
 - ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act 1987*, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and/or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures Relating to Disputes Between the Company and Its Employees Are as Follows

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.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and / or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

- b) The following is agreed in respect of rostered days off:
- i) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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 six (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 Award.
- iv) Where more than one (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. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
- 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
- viii) A new Employee will be eligible for an RDO after achieving 7.2 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.
- ix) Employees will be paid all unpaid RDO accruals on termination.
- x) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3 Overtime

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

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the

Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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

- e) 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 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

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of Union 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

- g) The Company shall provide, if not already available the following to a delegate on a large construction site
- A lockable cabinet for the keeping of records
 - A lockable notice board for the placement of authorised Union notices
 - Where practicable, on large sites access to a Union office
 - Where a Union office room is not practicable, access to a meeting room
 - Access to telephone for legitimate Union business
 - From existing resources and when required, access to:
 - A word processor, typewriter or secretarial support at the workplace;
 - A personal computer (PC), CD ROM and E-mail and the internet at the workplace
 - A photocopier or facsimile machine for authorised Union notices.
- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form
- c) Invite the Union to attend induction training of new Employees.
- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

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

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

Discrimination & Sexual Harassment

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		
Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes		
Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).

Construction Worker Level 6 CW6 115

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

Construction Worker Level 7 CW7 120

Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.

Construction Worker Level 8 CW8 125

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

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98
CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C

Extra Benefits and Provisions

Company Productivity Allowance

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity / site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award.

This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E

Leisure Days and Public Holidays Calendar 2005-2008

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)
Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)

Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)

Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)

Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)
Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G**Authority to obtain details of work rights from DIMIA****EMPLOYEE DETAILS**

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH *J.*

Printed by the authority of the Industrial Registrar.

(1840)

SERIAL C4155

**QUEENSLAND SHOWERSCREENS AND WARDROBES PTY
LTD/CFMEU ENTERPRISE AWARD EXPIRING 30 MARCH 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , industrial organisation of employees.

(No. IRC 5152 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD

Arrangement

Clause No. Subject Matter

1. Title
2. Definitions
3. Parties and Persons Bound
4. Relationship to Parent Award
5. Duration of the Award
6. No Extra Claims
7. Company Consultative Committee
8. Objectives
9. Protective Clothing
10. Wage Rates/Remuneration
11. Terms of Employment
12. Payment of Wages
13. Travel
14. Inclement Weather
15. Training and Related Matters
16. Annual Leave
17. Casual Labour
18. Dispute Settlement Procedures
19. Occupational Health and Safety
20. Company Drug and Alcohol Policy
21. Hours of Work/Rostered Days Off
22. Right of Entry
23. Employee Awareness
24. No Disadvantage
25. Long Service Leave
26. Picnic Day
27. Trade Union Rights and Representation
28. Immigration Compliance
29. Counselling and Disciplinary Procedures
30. Audit and Compliance

APPENDIX A - Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment

APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

Queensland Showerscreens and Wardrobes Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008

2. Definitions

The Company:

Queensland Showerscreens and Wardrobes Pty Ltd
(hereinafter referred to as "the Company")
Address: 6A/63 Burnside Rd, Yatala QLD 4208
Telephone: (07) 3380 1609
Facsimile: (07) 3380 1616

Parent Awards:

Building and Construction Industry (State) Award
(hereinafter referred to as "the Parent Award")

Union:

Construction Forestry Mining Energy Union
(Construction and General Division)
New South Wales Branch (hereinafter referred to as "the Union")

The Agreement:

Queensland Showerscreens and Wardrobes Pty Ltd/CFMEU
Enterprise Award expiring 30 March 2008
(hereinafter referred to as "the Award")

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 and shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging

- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose
- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)
- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1 Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement

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

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
 - ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act 1987*, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and/or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures relating to disputes between the Company and its Employees are as follows

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.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

- b) The following is agreed in respect of rostered days off:
- ii) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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.
 - iii) RDO's may be banked to a maximum of six (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.
 - iv) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
 - v) Where more than one (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.
 - vi) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
 - vii) 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.
 - viii) 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
 - ix) A new Employee will be eligible for an RDO after achieving 7.2 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.
 - xi) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3 Overtime

- a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.

- b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
- i) Any risk to Employee health and safety;
 - ii) The Employee's personal circumstances including family responsibilities;
 - iii) The need of the workplace or enterprise;
 - iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
 - v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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

- e) 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 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

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of Union 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

- g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form
- c) Invite the Union to attend induction training of new Employees.

- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

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

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

Discrimination & Sexual Harassment

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		
Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, 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		

Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).		
Construction Worker Level 6	CW6	115
Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline/ Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)		
Construction Worker Level 7	CW7	120
Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.		
Construction Worker Level 8	CW8	125
Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing		

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98
CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C**Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity/site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E

Leisure Days and Public Holidays Calendar 2005-2008

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)
Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)
Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

1844)

SERIAL C4159**TILECORP PTY LTD/CFMEU ENTERPRISE AWARD EXPIRING
30 MARCH 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 5156 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD

1. Title
2. Definitions
3. Parties and Persons Bound
4. Relationship to Parent Award
5. Duration of the Award
6. No Extra Claims
7. Company Consultative Committee
8. Objectives
9. Protective Clothing
10. Wage Rates/Remuneration
11. Terms of Employment
12. Payment of Wages
13. Travel
14. Inclement Weather
15. Training and Related Matters
16. Annual Leave
17. Casual Labour
18. Dispute Settlement Procedures
19. Occupational Health and Safety
20. Company Drug and Alcohol Policy
21. Hours of Work/Rostered Days Off
22. Right of Entry
23. Employee Awareness
24. No Disadvantage
25. Long Service Leave
26. Picnic Day
27. Trade Union Rights and Representation
28. Immigration Compliance
29. Counselling and Disciplinary Procedures
30. Audit and Compliance

APPENDIX A - Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment

APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

Tilecorp Pty. Ltd./CFMEU Enterprise Award expiring 30 March 2008

2. Definitions

The Company:

Tilecorp Pty. Ltd.
(hereinafter referred to as "the Company")
Address: 113 Bukulla St, Wacol QLD 4076
Telephone: (07) 3271 5655
Facsimile: (07) 3271 5678

Parent Awards:

Building and Construction Industry (State) Award (hereinafter referred to as "the Parent Award")

Union:

Construction Forestry Mining Energy Union
(Construction and General Division)
New South Wales Branch (hereinafter referred to as "the Union")

The Agreement:

Tilecorp Pty. Ltd.
CFMEU Enterprise Award expiring 30 March 2008
(hereinafter referred to as "the Award")

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 and shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging

- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose
- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)

- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1 Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement.

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

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
 - ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act* 1987, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and/or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures relating to disputes between the Company and its Employees are as follows

- a) A grievance or dispute must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- b) Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.
- c) The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.
- d) It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

- b) The following is agreed in respect of rostered days off:
- ii) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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.
 - iii) RDO's may be banked to a maximum of six (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.
 - iv) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
 - v) Where more than one (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.
 - vi) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
 - vii) 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.
 - viii) 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
 - ix) A new Employee will be eligible for an RDO after achieving 7.2 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.
 - xi) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3 Overtime

- a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.

- b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
- i) Any risk to Employee health and safety;
 - ii) The Employee's personal circumstances including family responsibilities;
 - iii) The need of the workplace or enterprise;
 - iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
 - v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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

- e) 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 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.

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice.

Paid time off to attend meetings of Union 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.

- g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form

- c) Invite the Union to attend induction training of new Employees.
- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

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

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

DISCRIMINATION & SEXUAL HARASSMENT

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

AWARD CLASSIFICATION STRUCTURE

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		

Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes		
Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).		
Construction Worker Level 6	CW6	115
Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline/ Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)		
Construction Worker Level 7	CW7	120
Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.		
Construction Worker Level 8	CW8	125
Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing		

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98

CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C**EXTRA BENEFITS AND PROVISIONS****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity/site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D

APPRENTICES

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E

LEISURE DAYS AND PUBLIC HOLIDAYS CALENDAR 2005-2008

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days And Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)
Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)

Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days And Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day

Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days And Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)

Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days And Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)
Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

COUNSELLING AND DISCIPLINARY PROCEDURES/TERMINATION OF EMPLOYMENT

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1839)

SERIAL C4154**SUPERIOR WALLS & CEILINGS PTY LTD/CFMEU ENTERPRISE
AWARD EXPIRING 30 MARCH 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , industrial organisation of employees.

(No. IRC 5151 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD

1. Title
2. Definitions
3. Parties and Persons Bound
4. Relationship to Parent Award
5. Duration of the Award
6. No Extra Claims
7. Company Consultative Committee
8. Objectives
9. Protective Clothing
10. Wage Rates/Remuneration
11. Terms of Employment
12. Payment of Wages
13. Travel
14. Inclement Weather
15. Training and Related Matters
16. Annual Leave
17. Casual Labour
18. Dispute Settlement Procedures
19. Occupational Health and Safety
20. Company Drug and Alcohol Policy
21. Hours of Work/Rostered Days Off
22. Right of Entry
23. Employee Awareness
24. No Disadvantage
25. Long Service Leave
26. Picnic Day
27. Trade Union Rights and Representation
28. Immigration Compliance
29. Counselling and Disciplinary Procedures
30. Audit and Compliance

APPENDIX A - Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment

APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

Superior Walls & Ceilings Pty. Ltd./CFMEU Enterprise Award expiring 30 March 2008

2. Definitions

The Company:

Superior Walls & Ceilings Pty. Ltd.
(hereinafter referred to as "the Company")
Address: Unit 3, 103 Spencer Road, Nerang QLD 4211
Telephone: (07) 5596 7500
Facsimile: (07) 5596 7511

Parent Awards:

Building and Construction Industry (State) Award
(hereinafter referred to as "the Parent Award")

Union:

Construction Forestry Mining Energy Union
(Construction and General Division)
New South Wales Branch (hereinafter referred to as "the Union")

The Agreement:

Superior Walls & Ceilings Pty. Ltd./CFMEU
Enterprise Award expiring 30 March 2008
(hereinafter referred to as "the Award")

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 and shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging

- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose
- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)

- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1 Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement

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

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
 - ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act* 1987, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and/or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures relating to disputes between the Company and its Employees are as follows

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.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

- b) The following is agreed in respect of rostered days off:
- ii) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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.
 - iii) RDO's may be banked to a maximum of six (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.
 - iv) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
 - v) Where more than one (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.
 - vi) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
 - vii) 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.
 - viii) 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
 - ix) A new Employee will be eligible for an RDO after achieving 7.2 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.
 - xi) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3 Overtime

- a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.

- b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
- i) Any risk to Employee health and safety;
 - ii) The Employee's personal circumstances including family responsibilities;
 - iii) The need of the workplace or enterprise;
 - iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
 - v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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.

- e) 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 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

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice.

Paid time off to attend meetings of Union 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

- g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form

- c) Invite the Union to attend induction training of new Employees.
- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

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

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

Discrimination & Sexual Harassment

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		

Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes		
Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes - over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).		
Construction Worker Level 6	CW6	115
Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline/ Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)		
Construction Worker Level 7	CW7	120
Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.		
Construction Worker Level 8	CW8	125
Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing		

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98

CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C**Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity/site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to

Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D**Apprentices**

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E**Leisure Days and Public Holidays Calendar 2005-2008**

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)

Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)

Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)

Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)

Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1835)

SERIAL C4150

OZFIX REINFORCING PTY LTD/CFMEU ENTERPRISE AWARD EXPIRING 30 MARCH 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , industrial organisation of employees.

(No. IRC 5147 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties and Persons Bound
4.	Relationship to Parent Award
5.	Duration of the Award
6.	No Extra Claims
7.	Company Consultative Committee
8.	Objectives
9.	Protective Clothing
10.	Wage Rates/Remuneration
11.	Terms of Employment
12.	Payment of Wages
13.	Travel
14.	Inclement Weather
15.	Training and Related Matters
16.	Annual Leave
17.	Casual Labour
18.	Dispute Settlement Procedures
19.	Occupational Health and Safety
20.	Company Drug and Alcohol Policy
21.	Hours of Work/Rostered Days Off
22.	Right of Entry
23.	Employee Awareness
24.	No Disadvantage
25.	Long Service Leave
26.	Picnic Day
27.	Trade Union Rights and Representation
28.	Immigration Compliance
29.	Counselling and Disciplinary Procedures
30.	Audit and Compliance

APPENDIX A - Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment

APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

Ozfix Reinforcing Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008

2. Definitions

The Company:

Ozfix Reinforcing Pty Ltd
(hereinafter referred to as "the Company")
Address: PO Box 1517, Southport QLD 4215
Telephone: (07) 5597 3188
Facsimile: (07) 5597 3188

Parent Awards:

Building and Construction Industry (State) Award
(hereinafter referred to as "the Parent Award")

Union:

Construction Forestry Mining Energy Union
(Construction and General Division)
New South Wales Branch (hereinafter referred to as "the Union")

The Agreement:

Ozfix Reinforcing Pty Ltd/CFMEU
Enterprise Award expiring 30 March 2008
(hereinafter referred to as "the Award")

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 and shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging

- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose
- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)

- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1 Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement

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

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act 1987*, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and/or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures relating to disputes between the Company and its Employees are as follows

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.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

- a) The following is agreed in respect of rostered days off:
 - ii) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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.
 - iii) RDO's may be banked to a maximum of six (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.
 - iv) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
 - v) Where more than one (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.
 - vi) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
 - vii) 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.
 - viii) 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
 - ix) A new Employee will be eligible for an RDO after achieving 7.2 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.
 - xi) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3. Overtime

- a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.

- b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
- i) Any risk to Employee health and safety;
 - ii) The Employee's personal circumstances including family responsibilities;
 - iii) The need of the workplace or enterprise;
 - iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
 - v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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

- e) 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 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

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of Union 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

- g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form

- c) Invite the Union to attend induction training of new Employees.
- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

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

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

Discrimination & Sexual Harassment

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		

Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes		
Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).		
Construction Worker Level 6	CW6	115
Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline/Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)		
Construction Worker Level 7	CW7	120
Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.		
Construction Worker Level 8	CW8	125
Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing		

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98

CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C**Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity/site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E**Leisure Days and Public Holidays Calendar 2005-2008**

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)

Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)

Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)

Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)

Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1836)

SERIAL C4151

HARMONY TIMBER FLOORS PTY LTD/CFMEU ENTERPRISE AWARD EXPIRING 30 MARCH 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , industrial organisation of employees.

(No. IRC 5148 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD

Arrangement

Clause No. Subject Matter

1. Title
2. Definitions
3. Parties and Persons Bound
4. Relationship to Parent Award
5. Duration of the Award
6. No Extra Claims
7. Company Consultative Committee
8. Objectives
9. Protective Clothing
10. Wage Rates/Remuneration
11. Terms of Employment
12. Payment of Wages
13. Travel
14. Inclement Weather
15. Training and Related Matters
16. Annual Leave
17. Casual Labour
18. Dispute Settlement Procedures
19. Occupational Health and Safety
20. Company Drug and Alcohol Policy
21. Hours of Work/Rostered Days Off
22. Right of Entry
23. Employee Awareness
24. No Disadvantage
25. Long Service Leave
26. Picnic Day
27. Trade Union Rights and Representation
28. Immigration Compliance
29. Counselling and Disciplinary Procedures
30. Audit and Compliance

APPENDIX A - Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment

APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

Harmony Timber Floors Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008

2. Definitions

The Company:

Harmony Timber Floors Pty Ltd
(hereinafter referred to as "the Company")
Address: 94-96 Kortum Drive, Burleigh Gold Coast QLD 4220
Telephone: (07) 5520 6701
Facsimile: (07) 5520 6501

Parent Awards:

Building and Construction Industry (State) Award
(hereinafter referred to as "the Parent Award")

Union:

Construction Forestry Mining Energy Union
(Construction and General Division)
New South Wales Branch (hereinafter referred to as "the Union")

The Agreement:

Harmony Timber Floors Pty. Ltd./CFMEU
Enterprise Award expiring 30 March 2008
(hereinafter referred to as "the Award")

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 and shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging

- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose
- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)

- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1 Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement

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

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act* 1987, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and/or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures relating to disputes between the Company and its Employees are as follows

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.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

- a) The following is agreed in respect of rostered days off:
 - ii) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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.
 - iii) RDO's may be banked to a maximum of six (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.
 - iv) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
 - v) Where more than one (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.
 - vi) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
 - vii) 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.
 - viii) 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
 - ix) A new Employee will be eligible for an RDO after achieving 7.2 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.
 - xi) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3. Overtime

- a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.
- b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:

- i) Any risk to Employee health and safety;
- ii) The Employee's personal circumstances including family responsibilities;
- iii) The need of the workplace or enterprise;
- iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
- v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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

- e) 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 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

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of Union 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

- g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form
- c) Invite the Union to attend induction training of new Employees.
- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of

commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

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

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

Discrimination & Sexual Harassment

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*

- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		
Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes		

Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).		
Construction Worker Level 6	CW6	115
Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline/Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)		
Construction Worker Level 7	CW7	120
Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.		
Construction Worker Level 8	CW8	125
Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing		

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98
CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C**Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity/site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E

Leisure Days and Public Holidays Calendar 2005-2008

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.
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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)
Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)
Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1837)

SERIAL C4152**CONCEPT BUILDING SERVICES (QLD) PTY LTD/CFMEU
ENTERPRISE AWARD EXPIRING 30 MARCH 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , industrial organisation of employees.

(No. IRC 5149 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD**Arrangement**

Clause No. Subject Matter

1. Title
2. Definitions
3. Parties and Persons Bound
4. Relationship to Parent Award
5. Duration of the Award
6. No Extra Claims
7. Company Consultative Committee
8. Objectives
9. Protective Clothing
10. Wage Rates/Remuneration
11. Terms of Employment
12. Payment of Wages
13. Travel
14. Inclement Weather
15. Training and Related Matters
16. Annual Leave
17. Casual Labour
18. Dispute Settlement Procedures
19. Occupational Health and Safety
20. Company Drug and Alcohol Policy
21. Hours of Work/Rostered Days Off
22. Right of Entry
23. Employee Awareness
24. No Disadvantage
25. Long Service Leave
26. Picnic Day
27. Trade Union Rights and Representation
28. Immigration Compliance
29. Counselling and Disciplinary Procedures
30. Audit and Compliance

APPENDIX A - Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment

APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

Concept Building Services (QLD) Pty. Ltd./CFMEU Enterprise Award expiring 30 March 2008

2. Definitions

The Company:

Concept Building Services (QLD) Pty. Ltd.
(hereinafter referred to as "the Company")
Address: Unit 1-7 Hudd Street, Bowen Hills
Telephone: (07) 3257 4994
Facsimile: (07) 3257 0133

Parent Awards:

Building and Construction Industry (State) Award
(hereinafter referred to as "the Parent Award")

Union:

Construction Forestry Mining Energy Union
(Construction and General Division)
New South Wales Branch (hereinafter referred to as "the Union")

The Agreement:

Concept Building Services (QLD) Pty. Ltd./CFMEU
Enterprise Award expiring 30 March 2008
(hereinafter referred to as "the Award")

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 and shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging

- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose
- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)

- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1 Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement

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

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act* 1987, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and/or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures relating to disputes between the Company and its Employees are as follows

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.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

- a) The following is agreed in respect of rostered days off:
 - ii) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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.
 - iii) RDO's may be banked to a maximum of six (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.
 - iv) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
 - v) Where more than one (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.
 - vi) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
 - vii) 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.
 - viii) 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
 - ix) A new Employee will be eligible for an RDO after achieving 7.2 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.
 - xi) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3. Overtime

- a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.
- b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:

- i) Any risk to Employee health and safety;
- ii) The Employee's personal circumstances including family responsibilities;
- iii) The need of the workplace or enterprise;
- iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
- v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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

- e) 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 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

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of Union 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

- g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form
- c) Invite the Union to attend induction training of new Employees.
- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of

commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

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

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

Discrimination & Sexual Harassment

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*

- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		
Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, Stonemason Machinist, Group A Operators: Air Compressor Operators, Electric Motor Attendants, all Winch Drivers, Servicepeople, Operators of other cranes up to and including 5 tonnes		

Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).		
Construction Worker Level 6	CW6	115
Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline/Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)		
Construction Worker Level 7	CW7	120
Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.		
Construction Worker Level 8	CW8	125
Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing		

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98
CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C**Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity/site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D

Apprentices

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E

Leisure Days and Public Holidays Calendar 2005-2008

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)
Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)
Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)
Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)
Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1838)

SERIAL C4153

**COASTCRETE CONCRETE PUMPING PTY LTD/CFMEU
ENTERPRISE AWARD EXPIRING 30 MARCH 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , industrial organisation of employees.

(No. IRC 5150 of 2005)

Before The Honourable Justice Kavanagh

21 October 2005

AWARD

Arrangement

Clause No. Subject Matter

1. Title
2. Definitions
3. Parties and Persons Bound
4. Relationship to Parent Award
5. Duration of the Award
6. No Extra Claims
7. Company Consultative Committee
8. Objectives
9. Protective Clothing
10. Wage Rates/Remuneration
11. Terms of Employment
12. Payment of Wages
13. Travel
14. Inclement Weather
15. Training and Related Matters
16. Annual Leave
17. Casual Labour
18. Dispute Settlement Procedures
19. Occupational Health and Safety
20. Company Drug and Alcohol Policy
21. Hours of Work/Rostered Days Off
22. Right of Entry
23. Employee Awareness
24. No Disadvantage
25. Long Service Leave
26. Picnic Day
27. Trade Union Rights and Representation
28. Immigration Compliance
29. Counselling and Disciplinary Procedures
30. Audit and Compliance

APPENDIX A - Discrimination & Sexual Harassment

APPENDIX B - Award Classification Structure

APPENDIX B - Rates applicable

APPENDIX C - Extra Benefits and Provisions

APPENDIX D - Apprentices

APPENDIX E - Leisure Days and Public Holidays Calendar 2005-2008

APPENDIX F - Counselling and Disciplinary Procedures/Termination of Employment
APPENDIX G - Authority to obtain details of work rights from DIMIA

1. Title

This Enterprise Award shall be known as the:

Coastcrete Concrete Pumping Pty Ltd/CFMEU Enterprise Award expiring 30 March 2008

2. Definitions

The Company:

Coastcrete Concrete Pumping Pty Ltd
(hereinafter referred to as "the Company")
Address: 18-20 Reserve Creek Rd, Murwillumbah, NSW 2484
Telephone: (02) 6672 8377
Facsimile: (02) 6672 8462

Parent Awards:

Building and Construction Industry (State) Award
(hereinafter referred to as "the Parent Award")

Union:

Construction Forestry Mining Energy Union
(Construction and General Division)
New South Wales Branch (hereinafter referred to as "the Union")

The Agreement:

Coastcrete Concrete Pumping Pty Ltd/CFMEU
Enterprise Award expiring 30 March 2008
(hereinafter referred to as "the Award")

3. Parties and Persons Bound

- a) The Company in respect to all of its Employees engaged in building and construction & related work in NSW as defined by the Parent Award.
- b) The Construction Forestry Mining Energy Union (Construction and General Division) New South Wales Branch.
- c) Employees (hereinafter referred to as "Employees") of the Company who are engaged in any of the occupations, callings or industries specified in the Parent Award.

4. Relationship to Parent Award

- a) Subject to paragraph (b) hereunder, this Award is supplementary to, and shall be read and interpreted wholly in conjunction with the Building and Construction Industry (State) Award.
- b) In the event of any inconsistency between the Parent Award and an express provision of this Award, the terms of this Award shall prevail to the extent of such inconsistency, unless the express provision of the Award provides otherwise.

5. Duration of the Award

This Award shall apply from 20 May 2005 and shall remain in force until 30 March 2008

6. No Extra Claims

It is a term of this Award that the Company, Employees and the Union signatory to this Award will not pursue any further claims during its period of operation in regard to any matters contained within this Award.

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 except adjustments from 1 January 2006 to make provision for six monthly increases in the consumer price index.

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 CFMEU or nominee will 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 Award
- b) Facilitate the process of workplace reform through consultation
- c) Ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security
- d) Monitor, discuss, develop and/or recommend measures or actions in respect of but not limited to:

- Productivity
- Job security
- Skills audit and training
- Management of quality assurance
- Occupational health and safety
- Existing and future work
- Removal of restrictive work practices
- Productive use of inclement weather downtime
- Rehabilitation of injured Employees
- Environmental protection
- Redundancies

Where a Company Consultative Committee is not established consultation will take place direct with the workforce, Company Union delegate and signatory Union.

8. Objectives

This Award has the following objectives

- a) To provide a culture for change
- b) To provide Employees with secure jobs with an opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging

- c) To improve the competitiveness, viability and profitability of the Company
- d) To improve efficiency and flexibility by changing the way work is organised
- e) To establish skills-related career paths for Employees
- f) To organise Company structures and job design to maximise the Company competitiveness
- g) To promote investor confidence and client satisfaction through improved efficiency, quality of work and performance
- h) To pursue the implementation of quality assurance and a total quality system
- i) To create a dispute free environment through consultation and common purpose
- j) To maintain and enhance Company occupational health and safety performance
- k) To eliminate discrimination and sexual harassment (See Appendix A)
- l) To foster and encourage affirmative action principles
- m) To provide opportunities for injured Employees through rehabilitation
- n) To pay Employees fair wages and provide enhanced employment conditions
- o) To help Employees apply a proper balance between work and family/social life.

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 one (1) sloppy-joe, two (2) T-shirts and one (1) spray jacket
- 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.

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

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

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

- a) Verbal warning(s)

- b) Written warning
- c) Eight (8) hours suspension - without pay
- d) Thirty eight (38) hours suspension - without pay
- e) Employment terminated

This disciplinary procedure will not be unreasonably applied. 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 Award.

10.1 Wage Increases

- a) Employees, except apprentices, will be paid in accordance with the classification structure and wage rates in Appendix B of this Award. There will be additional benefits payable in Appendix C.
- b) Apprentices will be paid in accordance with Appendix D of this Award.
- c) Additional wage increases will apply during the life of this Award as per Appendix B. It is agreed by the parties that there will be an additional wage increase of 2% from 1 October 2008. The Union and Employees commit to not pursue any increases in wages, allowances or conditions during 2008.
- d) These rates and increases are paid in lieu of any increases granted by State Wage Cases of the Industrial Relations Commission of New South Wales.
- e) It is agreed that there will be no other increases to wages or allowances for Employees under this Award except any rates/allowance(s) provided under an enforceable project agreement, Parent Award variations to expense related allowances, other allowances not dealt with by this Award and apprentice wage rates for the duration of this Award. However if the increase in the consumer price index is greater than the increases provided for in this Award, these rates will be subject to review.

10.2 Productivity Allowance

In return for compliance with the provisions of this Award, a company productivity allowance will be paid to all Employees covered by this Award. This allowance will be paid weekly for each hour worked and in accordance with Clause 25 of this Award, attracting no premium or penalty. The rate payable will be in accordance with Appendix B of this Award.

The entitlement for apprentices will be in accordance with Appendix D of this Award.

This company productivity allowance shall be paid for all hours worked attracting no premium or penalty and remain in force for the duration of the Award. If the Company undertakes any off site 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 Award. This allowance shall be in lieu of Special Rates and Multi-storey allowance as contained in the Parent Award.

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) in accordance with Appendix C of this Agreement

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

The contributions shall be paid monthly into ACIRT in accordance with the requirements of the Trust.

- 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 ACIRT in accordance with this Agreement or
 - ii) the amount prescribed by the relevant Parent 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 ACIRT by the Company for this period of employment.

Consistent with Clause 22 of this Award, Employees of the Company authorise the Union to access ACIRT records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

10.4 Superannuation

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

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

These contributions are inclusive of any Employee superannuation contribution which may be payable pursuant to federal legislation.

All superannuation contributions will be paid monthly as per the Trust Deed. The Company will allow Employees to make additional contributions to their cbus account by way of genuine salary sacrifice, i.e., from pre-tax earnings. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access cbus records of payment by the Company strictly for the purpose of ensuring all Employees receive their proper entitlement.

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

The Company shall affect an agreed top-up workers compensation insurance/24 hour income protection policy for Employees covered by this Agreement. Where an Apprentice is engaged the insurance benefits of this clause will apply to the Apprentice. The cost of this policy will not increase to more than \$70.00 per month during the life of this Agreement. Consistent with Clause 22 of this Agreement, Employees of the Company authorise the Union to access top-up workers compensation insurance/24 hour income protection records of payment by the Company strictly for the purpose of ensuring all Employees receive their entitlement.

10.6 Workers Compensation

For the purposes of Section 42 of the *Workers Compensation Act* 1987, the ordinary rate of pay be the hourly rate in Appendix B plus the company productivity allowance prescribed in Appendix C. Other allowances e.g. fares, meal etc are not payable.

11. Terms of Employment

11.1 Engagement

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

Parties agree that new Employees shall be subject to a probationary period of 4 weeks.

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.

11.2 Redundancy

The parties agree that in the spirit of this Award, termination of employment will 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, length of service with the Company and anticipated skills and future labour requirements. Employees will be consulted and advised in respect of what criteria is used to determine redundancies prior to making employees redundant.

When redundancies are deemed necessary there will be appropriate consultation with the workforce and relevant Union delegate(s) and Company Consultative Committee prior to redundancies taking place. The Company should wherever possible seek voluntary redundancies.

The Company will ensure that selection of employees will be done fairly and in accordance to the established criteria.

Where the need for redundancies is disputed, the Company will meet with the signatory Union to provide verification.

11.3 Where an Employee leaves

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

The parties agree that where Employees covered by this Award 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 B of this Agreement). Payment for superannuation, redundancy and / or any other allowances prescribed by this Award shall not be applicable for the notice period where notice is not worked.

12. Payment of Wages

Except as provided below the Parent 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 3.30 pm 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 Company.

13. Travel

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

The entitlement for apprentices will be in accordance with Appendix D of this Award.

All other Parent 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 exposed thereto to continue working whilst the same prevail 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 or unreasonable conditions due to inclement weather.

The parties to the Award 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.
- 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 Parent Award conditions shall apply.

15. Training and Related Matters

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

Accordingly the Company agrees to:

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

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

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

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

16. Annual Leave

An Employee may elect to have annual leave in single day increments. 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.

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

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

All other Parent 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 Award.
- c) For the purpose of this Award, a casual hand means an Employee who is employed for a period of less than six (6) weeks (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 more than six (6) weeks 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 Employee's relevant classification contained in Appendix B of this Award.
- e) The above loading is in lieu of the prescribed Parent Award conditions.
- f) Labour hire will be used only following consultation between the parties. Where labour hire employees are used the Company shall supplement their pay and conditions to ensure such employees are treated in a manner consistent with Employees engaged by the Company.

18. Dispute Settlement Procedures

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

18.1 Procedures relating to grievances of individual Employees are as follows:

- a) The Employee is required to notify (in writing or otherwise) the Company as to the substance of the grievance, at a meeting with the Company for discussions and state the remedy sought.
- b) A grievance must initially be dealt with as close to its source as possible with graduated steps for further discussion and resolution at higher levels of authority. This may include the involvement of the Company/site Union delegate and/or the company consultative committee and/or some form of mediation.
- c) Reasonable time limits must be allowed for discussion at each level of authority.
- d) At the conclusion of the discussion, the Company must provide a response to an Employee grievance; if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- e) While this procedure is being followed, normal work must continue.
- f) The Union may represent the Employee at any stage of these procedures.

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

18.2 Procedures relating to disputes between the Company and its Employees are as follows

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.

Reasonable time limits must be allowed for discussion at each level of authority. This may include the involvement of the company consultative committee and/or the relevant Union delegate/official.

The Company may be represented by an industrial organisation of employers and the Employee(s) by the signatory Union to this Award for the purposes of each procedure at any stage.

It is agreed between the parties that in the settlement of a dispute where it is identified that the Company is in minor/technical default with Parent Award, Award or statutory obligations (e.g. under payment or non-payment of an entitlements) there will be no stoppage of work whilst the breach is under investigation. If the Company is identified as paying 'all in' it will pay the 'all in' rate being paid to all Employees plus all conditions of this Agreement for job duration.

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

While this procedure is being followed, normal work must continue as it existed prior to the dispute occurring. Where there is a grievance that may cause a stoppage of work the 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 Building 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 WorkCover NSW Inspector.

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

20. Company Drug and Alcohol Policy

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

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

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

21. Hours of Work/Rostered Days Off

21.1 Hours of Work

Consistent with the objectives of this Award, 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, the ordinary working hours shall be Monday to Friday 8 hours per day 36 hours per week.

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.

21.2 Rostered Days Off

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 0.8 of an hour accruing for paid rostered days off (RDO's). The accrual applies on all ordinary 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 Parent Award, shall be paid on this day.

- b) The following is agreed in respect of rostered days off:
- ii) Subject to 21.(2 b) (v), agreement shall be reached by the Company and Employees 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.
 - iii) RDO's may be banked to a maximum of six (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.
 - iv) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Award.
 - v) Where more than one (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.
 - vi) It is recognised that there is merit in programming no work on the RDO's adjacent to public holiday weekends during the working year. This will allow the management and Employees of the Company to have quality paid leisure time. Work is prohibited on the following public holidays, weekends and agreed RDO's adjacent to Australia Day, Easter Friday, Easter Monday, Anzac Day, Queens Birthday, Labour Day and Union Picnic Day.
 - vii) 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.
 - viii) 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 2005-2008 Leisure Days and Public Holidays calendar. Employees shall only be entitled to payment of one (1) fare allowance on any paid no work Saturday.
 - ix) A new Employee will be eligible for an RDO after achieving 7.2 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.
 - xi) This clause also applies to apprentices. Such apprentices will be paid an additional 0.4 of an hours pay for each ordinary day worked or on paid leave.

21.3 Overtime

- a) The parties to this Award recognise that excessive overtime is of detriment to personal, family and community life and can jeopardize workplace safety. The Company and the workforce shall develop guidelines during the life of this Award to limit excessive overtime.

- b) The Company may require an Employee to work reasonable overtime. Reasonable overtime will be determined having regard to:
- i) Any risk to Employee health and safety;
 - ii) The Employee's personal circumstances including family responsibilities;
 - iii) The need of the workplace or enterprise;
 - iv) The notice (if any) given by the Company of the overtime and by the Employee of his/her intention to refuse it e.g. rostered overtime, particularly when the roster has been agreed in advance;
 - v) Any other relevant matter.

22. Right of Entry

Accredited Union officials shall have right of entry to any place or any premises where the Company and its Employees are undertaking work for the purpose of investigating breaches of this Award, the Parent Award or legislation applying to the Company and its Employees and to hold discussions with employees and the Company including for the purpose of raising and/or resolving issues as between the Company and any Employees arising out of this Award. Such investigation may include interviewing Employees, checking on wage rates, Parent Award/Award breaches, or safety conditions or regulations and maintaining the integrity of the settlement reached between the parties and embodied in this Award.

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.

The Company is required to keep all relevant time, wage and related records. These records are to be made available for inspection by an authorised representative of the Union.

23. Employee Awareness

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

24. No Disadvantage

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

25. 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 Long Service Payments Corporation. The Company will strictly comply with all requirements of the *Building and Construction Industry Long Service Payments Act 1986* 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 Award.

26. Picnic Day

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

27. Trade Union Rights and Representation

The parties to this Award acknowledge the right of Employees to be active Union members and respect the right of the Union to organise and recruit Employees as Union members. The parties to this Award 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. Nothing in this clause shall be contrary to law.

27.1 Visiting Union Officials

- a) Union officials shall produce their right of entry permits, if required, and observe the relevant Parent Award and OH&S obligations for entry to site
- b) Union officials with the appropriate credentials shall be entitled to inspect all wage records, other payment records and related documentation necessary to ensure that the Company is observing the terms and conditions of this Award
- c) All wage books and other payment records shall be made available within 48 hours on site or at another convenient appropriate place by the Company
- d) Such inspections shall not take place unless there is a suspected breach of this Award, the Parent Award and/or other statutory obligations

27.2 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) An elected delegate shall be paid the rate prescribed for CW7.
- c) 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
- d) 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 the Company:

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

- e) 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 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

- f) 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 ten (10) days paid time off work to attend relevant Union training courses/forums, subject to appropriate notice

Paid time off to attend meetings of Union 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

- g) The Company shall provide, if not already available the following to a delegate on a large construction site

A lockable cabinet for the keeping of records

A lockable notice board for the placement of authorised Union notices

Where practicable, on large sites access to a Union office

Where a Union office room is not practicable, access to a meeting room

Access to telephone for legitimate Union business

From existing resources and when required, access to:

A word processor, typewriter or secretarial support at the workplace;

A personal computer (PC), CD ROM and E-mail and the internet at the workplace

A photocopier or facsimile machine for authorised Union notices.

- h) 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.
- i) 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 large sites.

27.3 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 Company shall:

- a) 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 reconciliation
- b) Make available information, documentation and applications including that of the Union party to this Award, at the same time as Employees are provided with their taxation declaration form

- c) Invite the Union to attend induction training of new Employees.
- d) The Company shall advise all (non-Union) employees prior to commencing work for the Company that a 'bargaining agents fee' of 1% of the gross income or \$500.00 per annum, whichever is the greater is payable to the CFMEU, NSW Branch within 4 weeks of commencement of employment with the Company and on or prior to 1 October of each year. The Company will ensure that any applicable bargaining fee is paid as required by this clause.

28. Immigration Compliance

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

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

This provision will be strictly complied with by the Company.

29. 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.

30. Audit and Compliance

The Union may undertake an audit of Company time and wage books and related records unless contrary to law. If the Company is identified as being in minor/technical default with Award, Agreement or statutory obligations (e.g. under payment or non-payment of an entitlement) there will be no stoppage of work whilst this audit is proceeding. 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.

APPENDIX A

Discrimination & Sexual Harassment

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) 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.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

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

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

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

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

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

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

Ultimately, the responsibility for discrimination and sexual harassment matters lies with Senior Management of the Company.

APPENDIX B

Award Classification Structure

Classification	Abbreviation	% Relativity
Construction Worker Level 1	CW1	92
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, Mobile Concrete Pump Hoseperson or Linehand.		
Construction Worker Level 2	CW2	96
Scaffolder, Powder Monkey, Hoist or Winch Driver, Foundation Shaftsperson, Steelfixer, Tack Welder, Concrete Finisher, Demolition Labourer, Mobile Concrete Line Pump Operator.		

Construction Worker Level 3	CW3 (Non Trade)	100
Rigger, Dogman, 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		
Construction Worker Level 3	CW3 (Trade)	100
All tradespersons including Carpenter, Joiner, Bricklayer, Tiler, Plasterer, Stonemason, Painter etc, Asbestos Removal Worker		
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 the crane capacity adjustment allowance in the Mobile Crane Hiring Award applies to mobile cranes over 20 tonnes), Floating Crane- over 10, but not exceeding 20 tonnes, Other Cranes- over 15, but not exceeding 20 tonnes, Excavator-Hydraulic Telescope Boom Type, Side Boom/Pipe Layer- up to, but not exceeding 220kw (295hp).		
Construction Worker Level 6	CW6	115
Groups F & G Operators: Tractor- from 370kw (500hp) up to, but not exceeding 450kw (600hp), Dragline/ Shovel Excavator- from 3.0 cubic metres, Dumper- from 100 tonnes struck capacity, Loader- front end and overhead from 370kw (500hp) up to, but not exceeding 450kw (600hp)		
Construction Worker Level 7	CW7	120
Group H Operator: Tractor- from 450kw (600hp), Tower Crane Driver, Union Delegate.		
Construction Worker Level 8	CW8	125
Indicative tasks which an employee may perform at this level include the following: works on plant and equipment at a higher level of skill than CW7, exercises high precision trade and/or operative skills using various materials and specialised techniques at a higher level than CW7, implements quality control programmes, plans complex construction sequencing		

APPENDIX B

CFMEU ENTERPRISE AWARD 2005-2008

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
CW1	19.09	137.45	15.27	687.24	28.64	38.18
CW2	19.93	143.50	15.94	717.48	29.90	39.86
CW3 (Non Trade)	20.75	149.40	16.60	747.00	31.13	41.50
CW3 (Trade)	21.49	154.73	17.19	773.64	32.24	42.98

CW4	22.56	162.43	18.05	812.16	33.84	45.12
CW5	23.62	170.06	18.90	850.32	35.43	47.24
CW6	24.70	177.84	19.76	889.20	37.05	49.40
CW7	25.75	185.40	20.60	927.00	38.63	51.50
CW8	26.84	193.25	21.47	966.24	40.26	53.68

Rates applicable from 1 March 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.47	140.18	15.58	700.92	29.21	38.94
CW2	20.33	146.38	16.26	731.88	30.50	40.66
CW3 (Non Trade)	21.17	152.42	16.94	762.12	31.76	42.34
CW3 (Trade)	21.92	157.82	17.54	789.12	32.88	43.84
CW4	23.01	165.67	18.41	828.36	34.52	46.02
CW5	24.09	173.45	19.27	867.24	36.14	48.18
CW6	25.19	181.37	20.15	906.84	37.79	50.38
CW7	26.27	189.14	21.02	945.72	39.41	52.54
CW8	27.38	197.14	21.90	985.68	41.07	54.76

Rates applicable from 1 October 2006

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	19.85	142.92	15.88	714.60	29.78	39.70
CW2	20.73	149.26	16.58	746.28	31.10	41.46
CW3 (Non Trade)	21.59	155.45	17.27	777.24	32.39	43.18
CW3 (Trade)	22.35	160.92	17.88	804.60	33.53	44.70
CW4	23.46	168.91	18.77	844.56	35.19	46.92
CW5	24.56	176.83	19.65	884.16	36.84	49.12
CW6	25.68	184.90	20.54	924.48	38.52	51.36
CW7	26.79	192.89	21.43	964.44	40.19	53.58
CW8	27.92	201.02	22.34	1005.12	41.88	55.84

Rates applicable from 1 March 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.23	145.66	16.18	728.28	30.35	40.46
CW2	21.13	152.14	16.90	760.68	31.70	42.26
CW3 (Non Trade)	22.01	158.47	17.61	792.36	33.02	44.02
CW3 (Trade)	22.78	164.02	18.22	820.08	34.17	45.56
CW4	23.91	172.15	19.13	860.76	35.87	47.82
CW5	25.03	180.22	20.02	901.08	37.55	50.06
CW6	26.17	188.42	20.94	942.12	39.26	52.34
CW7	27.31	196.63	21.85	983.16	40.97	54.62
CW8	28.46	204.91	22.77	1024.56	42.69	56.92

Rates applicable from 1 October 2007

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.61	148.39	16.49	741.96	30.92	41.22
CW2	21.53	155.02	17.22	775.08	32.30	43.06
CW3 (Non Trade)	22.43	161.50	17.94	807.48	33.65	44.86
CW3 (Trade)	23.21	167.11	18.57	835.56	34.82	46.42
CW4	24.36	175.39	19.49	876.96	36.54	48.72
CW5	25.50	183.60	20.40	918.00	38.25	51.00
CW6	26.66	191.95	21.33	959.76	39.99	53.32
CW7	27.83	200.38	22.26	1001.88	41.75	55.66
CW8	29.00	208.80	23.20	1044.00	43.50	58.00

Rates applicable from 1 March 2008

Classification	Per Hour	Per Day 7.2 Hours	0.8 RDO Accrual	Per 36 Hours	Time & a Half	Double Time
CW1	20.99	151.13	16.79	755.64	31.49	41.98
CW2	21.93	157.90	17.54	789.48	32.90	43.86
CW3 (Non Trade)	22.85	164.52	18.28	822.60	34.28	45.70
CW3 (Trade)	23.64	170.21	18.91	851.04	35.46	47.28
CW4	24.81	178.63	19.85	893.16	37.22	49.62
CW5	25.97	186.98	20.78	934.92	38.96	51.94
CW6	27.15	195.48	21.72	977.40	40.73	54.30
CW7	28.35	204.12	22.68	1020.60	42.53	56.70
CW8	29.54	212.69	23.63	1063.44	44.31	59.08

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

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

APPENDIX C**Extra Benefits and Provisions****Company Productivity Allowance**

The Company will pay a company productivity allowance of \$3.50 per hour for each hour worked. This allowance shall be paid in full weekly for each hour worked. This allowance is not paid to Employees when they leave site due to inclement weather.

To assist the Company tendering and securing work on smaller projects Employees may agree that this allowance be \$1.50 per hour where the builder's package is less than \$10 million and not applicable on projects where the builders package is less than \$5 million.

Superannuation Entitlement

The Company will contribute \$90.00 per week or 9% of ordinary time earnings (whichever is the greater) into cbus. "Ordinary time earnings" means the actual ordinary rate of pay the Employee receives for ordinary hours of work and includes an Employees hourly rate, fares allowance, any applicable company productivity/site allowance and any other allowances or loadings prescribed by the Parent Award. In respect of any applicable company productivity site allowance the 9% will apply for each 8 hours ordinary time worked Monday to Friday. This percentage will increase if the Superannuation Guarantee rate is increased by legislation. All other provisions of the Parent 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 9% or the following amounts whichever is the greater:

1 July 2004	\$100.00 per week
1 July 2005	\$110.00 per week
1 July 2007	\$120.00 per week

Redundancy Entitlement

The Company will contribute \$60.00 per week into the Australian Construction Industry Redundancy Trust (ACIRT). This contribution will increase to \$68.00 from 1 January 2007.

To assist the Company tendering and securing work on smaller projects (i.e., where the builder's package is less than \$10 million) Employees may agree to a payment of \$35.00 per week. This contribution will increase to \$40.00 from 1 January 2007.

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

Fares Allowance

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

Additional Meal Allowance Provision

In lieu of the Parent Award meal allowance provision for overtime \$15.00 shall be payable. This allowance will also be in lieu of the first 20 minutes crib payable for overtime Monday to Friday found in the Parent Award. This amount shall replace the amount prescribed by the Parent Award and shall remain in force without variation for the duration of the Award.

Projects less than \$10 million and Staged Projects

Where the builders project value is less than \$10 million the flexibility provided for in this Award in respect of company productivity allowance and redundancy is subject to agreement with Employees. In such circumstances the agreement and details of the applicable project will be maintained by the Company. In the absence of records it will be assumed the project/builder's package was over \$10 million.

This flexibility does not apply on projects built in stages except by agreement of the Employees of the Company and the written agreement of the Secretary of the Union or nominee.

Inclement Weather

All Employees shall be available to clean up and/or de-water 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

Industry/Workers Welfare

The Company will contribute \$2.00 per week per Employee to an administrator nominated by the Building Trades Group (BTG) of Unions Drug & Alcohol/Safety Program, to assist with the provision of drug & alcohol rehabilitation & treatment services/safety programs for the building and construction industry.

APPENDIX D**Apprentices**

The Company agrees to maintain, an appropriate ratio of apprentices to tradespeople. This ratio will not be less than 1 apprentice for each 5 tradespersons where practicable.

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

Where the Company engages apprentices from a group apprenticeship company, the Company shall supplement their pay and conditions to ensure such apprentices are treated in a manner consistent with apprentices engaged directly by the Company.

A group apprenticeship company may be used to engage apprentices following consultation of the parties.

Apprentices shall be paid wage rates in accordance with their relevant classification in the Parent Award. Other allowances e.g. fares, tools etc will be paid as per the provisions of the Parent Award.

All apprentices engaged by the Company will also be entitled to the following additional benefits.

Company Productivity Allowance

The Company will pay a company productivity allowance of \$2.50 per hour worked for 1st and 2nd year apprentices. This allowance will increase to \$3.00 per hour worked for 3rd and 4th year apprentices. This allowance will be paid in full weekly for each hour worked.

Superannuation

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

Redundancy

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

Project/Site Allowance

Where there is a project/site agreement the applicable project/site allowance and any other additional provisions (except redundancy and superannuation) shall apply to apprentices. Where there is a site allowance payable it will be paid in full weekly for each hour worked.

APPENDIX E**Leisure Days and Public Holidays Calendar 2005-2008**

36 hour week accruals

Employees accrue 0.8 of an hour's pay (48 minutes) for each day Monday to Friday worked or paid leave i.e. sick leave, holiday leave, public holidays etc. Employees do not accrue time while on an RDO. This accrual will be used for payment of RDO's and No Work Saturdays. Accruals to a maximum of 14.4 hours can be paid on "No Work Saturdays".

Termination of employment

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

Commencing employment

When commencing employment Employees may not have enough RDO accruals to obtain full payment for the next No Work paid Saturday therefore only partial payment may be made from accruals.

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 shall use their RDO accruals to a maximum of 14.4 hours pay on a No Work RDO Saturday.

Paid RDO (fixed)

The (6) RDO's adjacent to public holidays are fixed i.e. there is a prohibition on work.

Paid RDO (flexible)

Employees may accrue these RDO's and take the RDO off when it is more convenient. These RDO's are not adjacent to the public holiday long weekends.

Leisure Days and Public Holidays Calendar 2005

Monday February 28	RDO (flexible)
Friday March 25	No Work Public Holiday
Saturday March 26	No Work Saturday
Sunday March 27	No Work Sunday
Monday March 28	No Work Public Holiday
Tuesday March 29	RDO (fixed)
Friday April 22	RDO (fixed)
Saturday April 23	No Work Saturday
Sunday April 24	No Work Sunday
Monday April 25	No Work Public Holiday
Monday May 23	RDO (flexible)
Saturday June 11	No Work Saturday
Sunday June 12	No Work Sunday
Monday June 13	No Work Public Holiday
Tuesday June 14	RDO (fixed)
Monday July 11	RDO (flexible)

Monday September 5	RDO (flexible)
Saturday October 1	No Work Saturday
Sunday October 2	No Work Sunday
Monday October 3	No Work Public Holiday
Tuesday October 4	RDO (fixed)
Monday October 24	RDO (flexible)
Monday November 21	RDO (flexible)
Saturday December 3	No Work Saturday
Sunday December 4	No Work Sunday
Monday December 5	No Work Union Picnic Day
Tuesday December 6	RDO (fixed)
Friday December 23	RDO (fixed)
Monday December 26	Public Holiday
Tuesday December 27	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2006

Monday January 2	Public Holiday
Thursday January 26	No Work Public Holiday
Friday January 27	RDO (fixed)
Saturday January 28	No Work Saturday
Sunday January 29	No Work Sunday
Monday February 27	RDO (flexible)
Monday March 27	RDO (flexible)
Friday April 14	No Work Public Holiday
Saturday April 15	No Work Saturday
Sunday April 16	No Work Sunday
Monday April 17	No Work Public Holiday
Saturday April 22	No Work Saturday
Sunday April 23	No Work Sunday
Monday April 24	RDO (fixed)
Tuesday April 25	No Work Public Holiday
Monday May 22	RDO (flexible)
Saturday June 10	No Work Saturday
Sunday June 11	No Work Sunday
Monday June 12	No Work Public Holiday
Tuesday June 13	RDO (fixed)
Monday July 17	RDO (flexible)
Monday August 14	RDO (Flexible)

Monday September 11	RDO (flexible)
Saturday September 30	No Work Saturday
Sunday October 1	No Work Sunday
Monday October 2	No Work Public Holiday
Tuesday October 3	RDO (fixed)
Monday November 6	RDO (flexible)
Saturday December 2	No Work Saturday
Sunday December 3	No Work Sunday
Monday December 4	No Work Union Picnic Day
Tuesday December 5	RDO (fixed)
Monday December 25	Public Holiday
Tuesday December 26	Public Holiday
Friday 29 December	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2007

Monday January 01	Public Holiday
Friday January 26	No Work Public Holiday
Saturday January 27	No Work Saturday
Sunday January 28	No Work Sunday
Monday January 29	RDO (fixed)
Monday February 26	RDO (flexible)
Monday March 26	RDO (flexible)
Friday April 6	No Work Public Holiday
Saturday April 7	No Work Saturday
Sunday April 8	No Work Sunday
Monday April 9	No Work Public Holiday
Tuesday April 10	RDO (fixed)
Wednesday April 25	Public Holiday
Monday April 30	RDO (flexible)
Monday May 21	RDO (flexible)
Saturday June 9	No Work Saturday
Sunday June 10	No Work Sunday
Monday June 11	No Work Public Holiday
Tuesday June 12	RDO (fixed)
Monday July 16	RDO (flexible)
Monday August 13	RDO (flexible)
Monday September 10	RDO (flexible)

Saturday September 29	No Work Saturday
Sunday September 30	No Work Sunday
Monday October 1	No Work Public Holiday
Tuesday October 2	RDO (fixed)
Monday November 5	RDO (flexible)
Saturday December 1	No Work Saturday
Sunday December 2	No Work Sunday
Monday December 3	No Work Union Picnic Day
Tuesday December 4	RDO (fixed)
Tuesday December 25	Public Holiday
Wednesday December 26	Public Holiday

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

Leisure Days and Public Holidays Calendar 2008

Tuesday January 01	Public Holiday
Saturday January 26	No Work Saturday
Sunday January 27	No Work Sunday
Monday January 28	No Work Public Holiday
Tuesday January 29	RDO (fixed)
Monday February 25	RDO (flexible)
Friday March 21	No Work Public Holiday
Saturday March 22	No Work Saturday
Sunday March 23	No Work Sunday
Monday March 24	No Work Public Holiday
Tuesday March 25	RDO (fixed)
Thursday April 24	RDO (fixed)
Friday April 25	No Work Public Holiday
Saturday April 26	No Work Saturday
Sunday April 27	No Work Sunday
Monday May 26	RDO (flexible)
Saturday June 7	No Work Saturday
Sunday June 8	No Work Sunday
Monday June 9	No Work Public Holiday
Tuesday June 10	RDO (fixed)
Monday July 21	RDO (flexible)
Monday August 18	RDO (flexible)
Monday September 15	RDO (flexible)
Saturday October 4	No Work Saturday
Sunday October 5	No Work Sunday
Monday October 6	No Work Public Holiday
Tuesday October 7	RDO (fixed)

Monday November 10	RDO (flexible)
Saturday November 29	No Work Saturday
Sunday November 30	No Work Sunday
Monday December 1	No Work Union Picnic Day
Tuesday December 2	RDO (fixed)
Thursday December 25	Public Holiday
Friday December 26	Public Holiday
Wednesday December 31	RDO (flexible)

In addition to the RDO's provided for under the Award, workers under this Agreement accrue an additional 0.4 hours per ordinary day worked and paid leave which they can use for No Work Saturdays (to a maximum 14.4 hours) and or additional agreed RDO's.

APPENDIX F

Counselling and Disciplinary Procedures/Termination of Employment

Counselling and Disciplinary Procedures

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

Performance/General Misconduct

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

Step 1 - Verbal Warning/Counselling

The Company shall have a discussion with the Employee in which it will advise him/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

At the request of the Employee, copies of any written warnings will be given to the Company Union delegate or area Union Organiser.

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

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 an Employee does not repeat the same offence which produced the need for the final warning, within 3 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for termination.

Step 4 - Dismissal

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 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 Award 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.

Failure to Apply Procedure

Any dismissal that is made without following the procedure set out above shall be deemed to be unfair and upon request from the Union the Employee shall be immediately reinstated and all lost wages paid.

APPENDIX G

Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS

As specified in passport or other identity document)

Family Name:

Given Name(s):

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

Date of Birth:

Nationality:

Passport Number:

Visa Number:

Visa Expiry Date:

I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer/labour supplier.

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 EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.

T. M. KAVANAGH J.

Printed by the authority of the Industrial Registrar.

(1592)

SERIAL C3821

BLUESCOPE STEEL LIMITED - SPRINGHILL AND CRM EMPLOYEES AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Bluescope Steel Limited.

(No. IRC 3229 of 2005)

Before Mr Deputy President Grayson

7 July 2005

VARIATION

1. Delete Part C - Monetary Rates - Restructured Classifications, of the award published 18 March 2005 (349 I.G. 293) and insert in lieu thereof the following:

PART C

MONETARY RATES - RESTRUCTURED CLASSIFICATIONS

Table 1 - Restructured Ironworker Rates of Pay

Description	Rate of pay per 38-hour week from the first pay period commencing on or after 18 March 2005 (\$)
1. Metal Coating Lines Department	
Entry Level	580.20
Level 1	617.30
Level 2 Entry	649.50
Level 2 Delivery	665.60
Level 3 Entry	681.80
Level 3 Delivery	701.00
Level 4 Entry	720.30
Level 4 Delivery	739.70
Senior Operator	799.60
Production Support	
Entry Level	569.20
Level 1	604.50
Level 2	633.30
Level 3	649.50
Senior Operator	799.60
2. Uncoated Department	
Coupled Pickle Cold Mill	
Learner Operator	597.40
Operator 1	664.60
Operator 2	700.80
Operator 3	739.10
Operator 4 Relief Roller	792.40
Roll Shop Operator	609.30
3. Painting and Finishing Department	
No. 3 Paintline	
Operator 1	602.40
Operator 2	624.40

Operator 2A	625.10
Operator 3	665.60
Operator 4	715.90
Operator 5	739.70
Finishing	
Entry Level Operator	546.50
Operator Level 1	591.50
Operator Level 2	672.90
Operator Level 3A	698.70
Operator Level 3	727.40
Finishing Department Facilitator	799.60
4. Maintenance	
Maintenance Ironworkers	
Maintenance Ironworker - Level 1	563.50
Maintenance Ironworker - Level 2A	578.60
Maintenance Ironworker - Level 2	609.30
Maintenance Ironworker - Level 3	640.10

Table 2 - Graded Trades Rates of Pay

	Rate of pay per 38-hour week from the first pay period commencing on or after 18 March 2005 \$
1. Electrical Trades (inclusive of a tool allowance of \$11.80 per 38-hour week)	
Electrical Tradesperson (E) Base Level	699.30
Electrical Tradesperson (E) Level 1	723.90
Electrical Tradesperson (E) Level 2	753.90
Electrical Tradesperson (E) Level 3	783.50
Electrical Tradesperson (E) Level 4	815.70
Electrical Tradesperson (E) Level 5	834.80
Electrical Tradesperson (E) Level 6	881.90
2. Mechanical Trades (inclusive of a tool allowance of \$11.80 per 38-hour week)	
Graded Tradesperson (M) Base Level	681.70
Graded Tradesperson (M) Level 1	705.30
Graded Tradesperson (M) Level 2	734.10
Graded Tradesperson (M) Level 3	762.90
Graded Tradesperson (M) Level 4	794.10
Graded Tradesperson (M) Level 5	812.20
Graded Tradesperson (M) Level 6	857.30

Table 3 - Apprentices

Rate of pay and tool allowance per 38-hour week from the first pay period commencing on or after 18 March 2005

1. Four Year Term	Rate of Pay (\$)	Tool Allowance (\$)
Apprentice 1st Year	279.85	5.05
Apprentice 2nd Year	361.20	6.50
Apprentice 3rd Year	480.80	8.75
Apprentice 4th Year	551.25	10.15

2. Three Year Term	Rate of Pay (\$)	Tool Allowance (\$)
Apprentice 1st Year	320.55	5.80
Apprentice 2nd Year	480.80	8.75
Apprentice 3rd Year	551.25	10.15

Table 4 - Annualised Salary Rates of Pay**Item 1. Production Support**

Rates of Pay for Production Support Operators (Annualised) - From the first pay period commencing on or after 18 March 2005

Level	Weekly Base Rate \$	Annual Base Rate \$	Additional Payments \$	Shift Work Payments and Penalties \$	Additional Work Hours Payment \$	Total Annual Rate \$	Total Weekly Rate \$
Entry	740.30	38494.50	3214.37	12475.28	12064.67	66248.82	1274.01
Level 1	809.50	42091.80	3514.74	13327.28	13143.38	72077.21	1386.10
Level 2	847.30	44058.90	3679.01	13793.17	13733.25	75264.33	1447.39
Level 3	898.20	46705.20	3899.98	14419.94	14526.82	79551.94	1529.85

Item 2. Springhill Maintenance Support

Rates of Pay for Springhill Maintenance Support employees (Annualised) - From the first pay period commencing on or after 18 March 2005

Mechanical Tradespersons

Level	Weekly Base Rate \$	Annual Base Rate \$	Additional Payments \$	Additional Work Hours Payment \$	Total Annual Rate \$	Total Weekly Rate \$
Base	873.20	45406.50	1583.89	13906.19	60,897.08	1171.09
Level 1	904.80	47047.60	1609.13	14406.61	63,063.74	1212.75
Level 2	933.60	48547.40	1632.21	14863.94	65,043.15	1250.83
Level 3	974.30	50666.60	1664.81	15510.17	67,841.98	1304.65
Level 4	1,005.50	52285.90	1689.72	16003.97	69,979.69	1345.76
Level 5	1,023.60	53226.00	1704.19	16290.63	71,220.82	1369.63
Level 6	1,068.70	55573.50	1740.30	17006.46	74,320.76	1429.24

Electrical Tradespersons

Level	Weekly Base Rate \$	Annual Base Rate \$	Additional Payments \$	Additional Work Hours Payment \$	Total Annual Rate \$	Total Weekly Rate \$
Base	919.20	47797.50	1620.67	14635.28	64,052.95	1231.79
Level 1	951.80	49492.90	1646.75	15152.26	66,292.01	1274.85
Level 2	981.80	51052.40	1670.75	15627.83	68,350.57	1314.44
Level 3	1,023.40	53215.20	1704.02	16287.32	71,206.34	1369.36
Level 4	1,055.60	54888.80	1729.77	16797.67	73,416.44	1411.85
Level 5	1,074.70	55883.30	1745.07	17100.91	74,728.98	1437.10
Level 6	1,121.60	58328.60	1782.69	17846.56	77,958.25	1499.19

Maintenance Ironworkers

Level	Weekly Base Rate \$	Annual Base Rate \$	Additional Payments \$	Additional Work Hours Payment \$	Total Annual Rate \$	Total Weekly Rate \$
Level 1	725.10	37706.50	1465.42	11558.20	50,730.63	975.58
Level 2	740.30	38494.50	1477.55	11798.47	51,770.01	995.58
Level 2A	781.30	40630.00	1510.40	12449.67	54,590.07	1049.81
Level 3	824.30	42863.40	1544.76	13130.71	57,538.47	1106.52

Table 5 - Other Rates and Allowances

Item No	Clause No	Brief Description	\$
1	8 8.1	Special Rates -	
		Electrical Trades Licences -	28.40
		Qualified Supervisor's Certificate (Electrician) Allowance Certificate of Registration (Electrician) Allowance	15.30
2	8.2	Scaffolder's Licence -	
		Certificate of Competency as a Scaffolder: Class 1 or 2 Class 3 or 4	7.70 4.40
3	9 9.1.1	General Disability Rates -	
		Hot Places -	Per Hour
		Temperature raised artificially to between 46 and 54 degree Celsius Temperature exceeds 54 degrees Celsius	0.42 0.52
4	9.1.2	Wet Work - All employees	0.42
5	9.1.3	Dirty Work - Mechanical and electrical tradespersons and maintenance non-trades employees	0.42
6	9.1.4	Restrictive Spaces - Electrical and Mechanical tradespersons and maintenance non-trades employees	0.52
7	9.1.5	High Places - Electrical tradespersons	0.30
8	9.1.6 9.1.7	Explosive Powered Tools - Electrical and Mechanical tradespersons and maintenance non-trades employees Minimum payment	0.15 1.06
		Toxic Substances -	Per Hour
9		Quantities of 0.5 kg or over	0.54
10	15	Working in close proximity to employees so affected Shift Work Allowances for Shift Workers -	0.46
11	15.1.1	Shift Workers whilst working rotating shift	64.60
12	15.1.1(a)	When at least one-third of working time in the full cycle of the roster is not on day shift	43.10
13	15.1.2	Rotating Shift Worker when engaged under a roster system which does not provide for at least one-third of working time in the full cycle of the roster on day shift	
		(a) day shift, night shift	64.60
		(b) day shift, afternoon shift	55.00
		(c) day shift, day shift, afternoon shift	55.00
	(d) day shift, day shift, night shift	55.00	

14	15.1.3	Shift Workers working shift work on shift systems as follows: (a) night shift, afternoon shift (b) night shift only (c) afternoon shift only	85.90 85.90 85.90
15	15.1.4	Shift Workers who work any afternoon shift or night shift other than under 15.1.1, 15.1.2 and 15.1.3 above and not paid in respect of any day shift worked	25.90
16	22.3.4, 22.3.5(b) and 22.3.6	Overtime, meal allowance -	9.40

2. Delete Part D - Appendix - Un-Restructured Classifications, and insert in lieu thereof the following:

PART D

APPENDIX - UN-RESTRUCTURED CLASSIFICATIONS

A. Application

The clauses contained in this appendix apply only to those classifications listed in clause E, Rates of Pay - Un-restructured Classifications, of this appendix.

B. Leading Hands

Employees appointed by the Company as leading hands will be paid additional amounts as set out below.

Leading Hands -	From first pay period commencing on or after 18 March 2005 per 38-hour week \$
Production Leading Hands:	
If in charge of not more than five employees	21.10
If in charge of more than five but not more than fifteen employees	31.80
If in charge of more than fifteen	44.60
Maintenance Leading Hands:	
If in charge of not less than three and not more than ten employees	29.10
If in charge of more than ten and not more than twenty employees	43.80
If in charge of more than twenty employees	55.90

C. Mixed Functions

Unless otherwise specified, the following will apply:

- C.1 Employees who are required to do work carrying a higher rate than his or her ordinary classification for 2 hours or more on any day or shift, will be paid at the higher rate for the whole of the day or shift.
- C.2 Subject to C.1 of this clause, an employee, who on any day or shift is required to do work of a higher paid classification for at least 1 hour, will be paid the rate prescribed for such work whilst so engaged.
- C.3 Employees required to do work carrying a lower rate than his or her ordinary classification will be entitled to payment at the rate of his or her ordinary classification except:

- C3.1 Where, because of a strike by fellow employees in the establishment in which this person is employed, work in his or her ordinary classification is not available and where the period spent on the work carrying the lower rate is at least 1 hour; and
- C3.2 In respect of work on overtime, where the period spent on the work carrying the lower rate is at least 1 hour.
- C3.3 This specifically excludes employees working in restructured departments within a graded ironworker structure.

D. Tool Allowance

Tradespersons - A tradesperson will be paid an allowance as set out below per 38-hour week for supplying and maintaining tools ordinarily required in the performance of his or her work as a tradesperson. The allowance will apply for all purposes of the award.

Tool Allowance	Rate of pay per 38-hour week from first pay period commencing on or after 18 March 2005 \$
Mechanical Tradesperson	11.80
Electrical Tradesperson	11.80

E. Rates Of Pay - Unrestructured Classifications

	Rate of pay per 38-hour week from first pay period commencing on or after 18 March 2005 \$
1. Metal Coating Lines Department	
Operator	704.90
Seals Furnace Operator	643.00
Pot Operator	643.00
Reclassing Operator	676.70
Crane Driver	593.70
Crane Chaser	565.80
2. Maintenance	
Mechanical Trades	
Senior Tradesperson - Boilermaking	740.50
Senior Tradesperson - Fitting	729.60
Boilermaker	658.20
Fitter	658.20
Turner	667.90
Welder - Special Class	667.90
Welder 1st Class	658.20
Roll Grinder	658.20
Maintenance Non-Trades	
Plant Greaser	554.60
Employee directly assisting engineer Tradesperson, Blacksmith tradesperson, Boilermaker Tradesperson and Steel Construction Tradesperson	539.60
Assistant to Electrical Tradesperson	550.00
Water Treatment Officer	676.20
3. Miscellaneous	
Clerk Grade 1	698.90
Clerk Grade 2	669.40
Clerk Grade 3	653.90
Clerk	637.10

Forklift Driver	593.70
Raw Coil Coordinator (CPCM)	666.00
General Labourer	535.40

3. This variation shall take effect from the first full pay period to commence on or after 7 July 2005.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

CFMEU ENTERPRISE AWARD EXPIRING 30 JUNE 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 3824 of 2005)

Before The Honourable Justice Boland

29 July 2005

VARIATION

1. Insert in the Arrangement of the award published 10 June 2005 (351 I.G. 808), the following clause number and subject matter:

33. Preservation of Award Entitlements

2. Insert after clause 32, Declaration, the following new clause:

33. Preservation of Award Entitlements

- 33.1 The following entitlements shall be paid on a monthly basis into a mutually agreed trust fund;

- (a) All annual leave entitlements accrued under clause 32 of the Parent Award;
- (b) All long service leave entitlements accrued under clause 20 of this Award.

3. This variation shall take effect from the beginning of the first pay period to commence on or after 22 July 2005 and shall remain in force until 30 June 2006.

R. P. BOLAND *J.*

Printed by the authority of the Industrial Registrar.

(1781)

SERIAL C4092

CFMEU ENTERPRISE AWARD EXPIRING 30 JUNE 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), industrial organisation of employees.

(No. IRC 4859 of 2005)

Before Mr Deputy President Grayson

30 September 2005

VARIATION

1. Delete clause 33, Preservation of Award Entitlements, of the award published 10 June 2005 (351 I.G. 808), and insert in lieu thereof the following:

33. Preservation of Employee Entitlements

An employer bound by this Award may utilise a fund to meet all or some of the entitlements to Annual Leave, Long Service Leave and Redundancy. Where an employer utilises such a fund payments made by a fund designed to meet an employer's liabilities under this clause to employees eligible for redundancy or other entitlements shall be set off against the liability of the employer under this clause, and the employee shall receive the fund payment or the benefit under the other provisions of this Award whichever is the greater, but not both.

2. This variation shall take effect on and from 16 September 2005.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

SERIAL C4097

ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA05/298 - Nuplex Industries Australia Pty Limited Seven Hills Operations Agreement 2005**

Made Between: Nuplex Industries (Aust) Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, National Union of Workers, New South Wales Branch.

New/Variation: Replaces EA04/70.

Approval and Commencement Date: Approved 27 October 2005 and commenced 19 June 2005.

Description of Employees: The agreement applies to all employees employed by Nuplex Industries (Aust) Pty Ltd, located at its premises at 8 Abbott Road, Seven Hills, who fall within the coverage of the Australian Liquor, Hospitality and Miscellaneous Workers Union Chemical Industry (APS) Operations Award, the Storemen and Packers, General (State) Award, the Metal, Engineering and Associated Industries (State) Award, the Draughtsmen, Planners, Technical Officers, &c. (State) Award and the Electricians, &c. (State) Award.

Nominal Term: 24 Months.

EA05/299 - Austral Brick NSW Transport Employees Enterprise Agreement 2005

Made Between: Austral Brick Company Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA02/313.

Approval and Commencement Date: Approved 18 October 2005 and commenced 7 October 2005.

Description of Employees: The agreement applies to all employees employed by Austral Brick Company Pty Limited, engaged at the Horsley Park operations, who fall within the coverage of the Transport Industry - Mixed Enterprises Interim (State) Award.

Nominal Term: 32 Months.

EA05/300 - Prospect Water Filtration Plant Agreement 2005

Made Between: Australian Water Services Pty Limited -&- the Australian Services Union of N.S.W..

New/Variation: Replaces EA02/255.

Approval and Commencement Date: Approved 17 August 2005 and commenced 1 January 2005.

Description of Employees: The agreement applies to all Plant Technicians employed by the Australian Water Services Pty Ltd, located at Level 14, 9 Hunter Street, Sydney NSW 2000.

Nominal Term: 36 Months.

EA05/301 - Sara Lee Coffee and Tea (Australia) Enterprise Agreement 2005-2007

Made Between: Sara Lee Coffee & Tea (Australia) Pty Ltd -&- the National Union of Workers, New South Wales Branch.

New/Variation: Replaces ea03/180.

Approval and Commencement Date: Approved 25 August 2005 and commenced 1 July 2005.

Description of Employees: The agreement applies to all employees employed by Sara Lee Coffee and Tea (Australia) Pty Ltd, located at 18, Forrester Street, Kingsgrove NSW 2208, who fall within the coverage of the Grocery Products Manufacturing (State) Award.

Nominal Term: 24 Months.

EA05/302 - Pirelli Telecom Cables and Systems Australia Pty Ltd Enterprise Agreement 2005

Made Between: Pirelli Telecommunications Cable & Systems Australia Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, National Union of Workers, New South Wales Branch, The New South Wales Plumbers and Gasfitters Employees' Union.

New/Variation: Replaces EA04/179.

Approval and Commencement Date: Approved 7 September 2005 and commenced 31 May 2005.

Description of Employees: The agreement applies to all employees employed by Pirelli Telecom Cables and Systems Australia Pty Ltd, located at 1, The Parade Dee Why, NSW in respect of employees who are engaged in any of the occupations or callings, who fall within the coverage of the Federal Rubber Plastic and Cable Making Industry General Award 1998, and the Metal, Engineering and Associated Industries (State) Award.

Nominal Term: 24 Months.

EA05/303 - Perilya Broken Hill Limited Enterprise Agreement 2005-2008

Made Between: Perilya Broken Hill Limited -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch).

New/Variation: Replaces EA02/75.

Approval and Commencement Date: Approved and commenced 16 June 2005.

Description of Employees: The agreement applies to all employees employed by Perilya Broken Hill Limited, engaged in mining and associated work being carried out by Perilya at Broken Hill in NSW.

Nominal Term: 36 Months.

EA05/304 - Kent Transport Industries (New South Wales) and Transport Workers Union NSW Branch, Enterprise Agreement 2004-2006

Made Between: Kent Transport Industries Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: Replaces EA98/256.

Approval and Commencement Date: Approved and commenced 5 September 2005.

Description of Employees: The agreement applies to all operational employees, drivers, removalist, offsidiers, packers, wrappers and store employees employed by Kent Transport Industries Pty Ltd, located at 60, Marple Avenue, Villawood NSW 2163, who fall within the coverage of the Transport Industry (State) Award.

Nominal Term: 15 Months.