

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/115

TITLE: **Civilbuild Precast Pty Ltd Enterprise Agreement 2003**

I.R.C. NO: IRC4/7258

DATE APPROVED/COMMENCEMENT: 23 December 2004 / 1 September 2003

TERM: 24

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 13 May 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Civilbuild Precast Pty Ltd, located at 1A, Hargrave Street, Carrington NSW 2294, who fall with the coverage of the Concrete Pipe and Concrete Products Factories Consolidated (State) Award, and the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Civilbuild Precast Pty Ltd -&- The Australian Workers' Union, New South Wales

CIVILBUILD PRECAST PTY LTD ENTERPRISE AGREEMENT 2003

1. Title

This agreement shall be known as the Civilbuild Precast Pty Ltd Enterprise Agreement 2003

2. Application

This agreement shall be read and interpreted in conjunction with the Concrete Pipe and Concrete Products Factories (State) Award for non-trade employees and the Metal and Engineering Industry (New South Wales) Award for trade employees, as varied. from time to time and any awards made in succession thereof, provided that where the provisions of the awards are inconsistent with the provisions of this agreement, the provisions of this agreement shall apply to the extent of any inconsistencies.

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Clause No. Subject Matter

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PART 1

PURPOSE

1.1 Intention

This is a single site agreement which has been developed through a process of consultation and reflects a commitment to achieving a flexible and more competitive enterprise.

Our intention is to create an environment, which will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individual and the business.

Work will be organised wherever possible to maximise the flexibility of the work force and enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.

1.2 Duress

This agreement was not entered into under duress by any party to it.

1.3 Incidence

This agreement shall be binding upon;

- a) The operations of Civilbuild Precast Pty Ltd (hereafter referred to as "the Company") at 74 Kalaroo Road Redhead NSW 2290 in respect of employees covered by the classifications contained within this agreement

And;

- b) The of employees of Civilbuild Precast Pty Ltd (hereafter referred to as "employee(s)" employed at Kalaroo Road Redhead NSW 2290, and at remote locations as required from time to time to meet the contractual obligations of the Company.

And;

- c) The Australia Workers Union (AWU) (hereafter referred to as "the Union") and members and eligible members of the union.

1.4 Date and Period of Operation

This agreement shall operate from 1/9/2003 and shall remain in force for a period of two years. Three months prior to expiry of the agreement, the employees and management of the Company shall undertake negotiation for the next agreement.

1.5 No Extra Claims

The parties have agreed that no extra claims including wage or allowance increases shall be granted or claimed other than those contained or provided herein for the duration of this agreement.

1.6 Demarcations

It is agreed there will be no demarcations other than those arising from individual levels of skill.

1.7 Previous Workplace Agreements

This agreement rescinds all previous workplace agreements relating to conditions of employment, written or practice whether certified or by notice.

1.8 Industrial Action

No industrial action will be taken during the life of the agreement in support of causes influenced by organisations outside the company sphere, except for National or State stoppages, whereas the individual employee will have the option to participate at his/her discretion.

1.9 Objectives of the Agreement

This Agreement represents a comprehensive agreement covering the terms and conditions of employment for employees of the Company. In entering into this Agreement the parties are committed to implementing workplace reform which includes the following factors:

- (i) The identification of best practice standards in the key areas of the operations, the establishment of measures of performance to achieve best practice in these areas and the implementation of workplace reform based around these best practice standards.
- (ii) A work organisation which leads to a more flexible, efficient and responsive Company.
- (iii) The development of a continuous improvement process based on customer focus throughout the Company.

With these factors in place, the parties are committed -to achieving the following objectives:

future investment opportunities leading to increased employment opportunities;

substantial productivity improvement;

continuity of work and long-term profitability for the Company;

benefits to all employees of the Company;

Both employer and employee stakeholders will foster a positive approach to productivity and quality improvement embracing management, supervisors and employees.

PART 2

TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Equal Employment Opportunity

The Company is an equal opportunity employer. All employees (and prospective employees) are treated on their merits, without regard to race, age, sex, marital status, or any other factor not applicable to the position. Employees are valued according to how well they perform their duties and their ability and enthusiasm to maintain company standards.

The company shall have sole discretion on the choice of employees to be made redundant should the circumstances require a reduction in the permanent workforce.

2.2 Statement of Engagement

Prior to commencement of employment, employees will be provided with a statement of engagement encompassing a job description which, sets out the basic terms and conditions of employment. The duly signed copy by the employee shall be returned to the company prior to commencement.

2.3 Engagement

Permanent

Except for casual and/or part-time employees, engagement shall be by the week.

Part-Time Employees

A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by permanent employees. A part-time employee shall be paid a pro-rata proportion of the full time weekly rate applying to the classification, and shall be entitled to all the benefits and conditions enjoyed by full-time employees on a, pro-rata basis.

Casual Employees

Casual employees shall mean an employee who is paid as such and engaged by the hour. A casual employee, in addition to the hourly rate calculated in accordance with this agreement, shall be paid twenty per cent (20%) inclusive of the *Annual Holidays Act 1944*, leave component for casuals.

Casual loading shall be reimbursement for Annual Leave, Public Holidays, Sick Leave & Redundancy.

Labour Hire Agency Employees

From time to time to meet operational requirements and demand, the company may deem it necessary to engage the services of labour hire agency employees to supplement the Company's existing workforce and these employees will be paid in accordance with this EBA pay rate.

Civilbuild Personnel

Due to

- (I) client contractual agreements
- (iii) work commitments
- (iv) nature of and skill component of the work

it may be necessary for Civilbuild employees to undertake work in the precast yard premises.

Employment conditions for these employees will be defined by their EBA and the relevant award.

These employees will be required to comply with all other conditions of the precast yard work environment. Similarly, from time to time it may become necessary for Civilbuild Precast personnel to undertake precast concrete production installation on construction sites. Civilbuild Precast personnel will be paid as per this agreement plus travelling time expenses as per the award.

The letting of any work to either Civilbuild or Civilbuild Precast employees will be solely at the discretion of the company.

2.4 Probationary Period

A probationary period of three months will apply to all new permanent and part-time employees. During this period the employee's performance will be monitored and the employee will be advised regularly of their performance outcomes. Following the probation period the employee will be further advised as to the continuation of employment, such continuation being dependent on the employee maintaining an acceptable standard of performance.

2.5 Termination of Employment

In order to terminate the employment of an employee (except for casual employees) the company shall give the employee one weeks notice.

Provided further by mutual arrangement between the parties, employees after having been given or having given notice, may leave their employment before the expiration of the notice period and receive wages up to the last day worked.

2.6 Summary Dismissal

Notwithstanding the provisions of clauses 2.4 and 2.5 the company shall have the right to dismiss any employee without notice for serious misconduct, which justifies instant dismissal which may include but is not limited to, refusal of duty or failure to obey the company's policies and procedures, the OH&S Act and associated regulations in which case the employee shall be paid up to the time of dismissal only.

2.7 Abandonment of Employment

An employee who is absent from work for three (3) consecutive working days or more without the consent of the Company and who has not made contact with the Company or their supervisor shall be deemed to have abandoned their employment and shall be terminated and paid entitlements up to and including the last day worked.

2.8 Voluntary Retirement Scheme/Redundancy

In the event that voluntary retirement offers or redundancy becomes necessary, the provisions of the Building & Construction Industry (State) Award shall apply.

To ensure the certainty of employees entitlements, the employer has undertaken to calculate the amount of entitlements and invest such funds in interest bearing deposits.

The amount of entitlements will be reassessed on 6 monthly intervals (March and September) and opportunity given to the leading hands to confirm the investment on the employees behalf.

2.9 Performance of Work

Employees will perform all work within their skill and competence, including work that may be peripheral and/or incidental to their main task or function. Further, it is agreed that there will be no demarcation other than those arising from individual levels of skill, competence and training.

2.10 Commitment to Increase Productivity

It is the joint commitment of the parties to work together to make the Company highly competitive, excelling in occupational health and safety awareness, productivity, and quality through flexibility, communication and commitment to continuous improvement.

2.11 Customer Focus

It is the joint understanding that customers are the focus of the business and they must be treated with courtesy and respect. The joint focus will be on the current and future business needs of our customers, with the intention of satisfying them with service and innovation at a competitive price.

It is agreed that provided there are no safety hazards or legislative/award/agreement restrictions, work will continue until the customers needs are satisfied.

Employees will at all times be aware of the image they are portraying when they are working for a client. Employees must ensure they are neat and tidy, and equipment and vehicles are maintained and kept clean.

2.12 Inclement Weather

To maintain productivity and to minimise very high wastage cost, employees shall co-operate with management to continue to completion a concrete pour and loading and unloading of deliveries.

All reasonable efforts will be made to maintain production during wet weather. During periods of wet weather, normal work will continue with employees wearing wet weather equipment supplied by the company. All ordinary time worked during wet weather periods shall be paid at ordinary time rates.

It is agreed that extreme weather conditions (eg heavy rain) may require some production work to be postponed or delayed. It is accepted that continuous work in wet conditions will probably not achieve productivity gains, that is, the daily concrete pour.

Should continuous rain persist then the decision to continue would be determined by consultation between the Yard Supervisor and the Leading Hand. If necessary Management and the Safety Committee will be involved. To endure safety in adverse conditions, Safe Work Procedures may require modifications or work may have to be temporarily suspended.

The Company shall supply lockers to all employees to accommodate wet weather equipment supplied. Employees will be required to maintain a change of dry clothing in their locker in the event that the said employee has a need to change from wet clothing.

If an employee is required to work during wet weather periods and the employee's clothing becomes wet, the employee may return to the change room to change into dry clothing. The employee shall then return to the job for the completion of same.

If the employee becomes wet for a second time the employee, shall be allowed to return home for a change of dry clothing and then return to work, provided the employee is allowed one and one-half hours to return to work.

2.13 Protective Clothing and Equipment

It is important that employees are provided with protective clothing and equipment to ensure personal safety, and to meet legislative requirements. The issuing of protective clothing will contribute to creating a sense of teamwork and project an image to customers that employees are the most important resource of the Company.

Employees are responsible for the care and day to day maintenance of protective clothing and equipment issued, and when engaged in carrying out work for which protective equipment and/or clothing is required shall be obliged to use or wear such equipment as supplied. When protective clothing and equipment is not being used (or on the cessation of a period when it has been used) the protective clothing and equipment (including wet weather equipment) must be stored in the employee's secured space or locker.

The: company shall provide, free of charge, such protective clothing and equipment in accordance with this clause.

Permanent and casual employees after 152 ordinary hours employment with the Company will be issued with protective clothing as follows:

- (a) Work protective clothing, which will consist of two (2) long sleeve shirts and two (2) trousers to each employee. Short sleeve shirts and/or short trousers can be substituted but only to those employees working in areas that meet all safety standards for this type of apparel.
- (b) One pair of steel capped safety boots.
- (c) A winter jacket issued annually or on a wear and tear basis whichever is the greater.
- (d) Replacement of protective clothing and safety boots shall be on a wear and tear basis but, only following approval by the Works Manager.

As the Company employs all new employees for a probationary period of three months, those employees may be required to return to the Company all protective clothing issued, if the employee ceases employment within the probationary period.

All protective safety equipment issued shall remain the property of the company and shall be returned where required on termination of employment.

Any breach of the provisions contained in this clause will be dealt 'With in accordance with Clause 7.2 Disciplinary Procedures.

PART 3

CLASSIFICATIONS, DEVELOPMENT, EDUCATION AND TRAINING

3.1 Company Induction

At the commencement of employment each employee shall be inducted into the company.

The following areas shall be covered within each level of the skills structure:

- Information about the company
- Conditions of employment
- Security requirements
- Introduction to supervisors and fellow workers
- Work and documentation procedures
- Occupational Health and Safety policy
- Equal Employment Opportunity policy

3.2 Classifications

The- parties are committed to modernising the terms of the Agreement so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in employee development.

In making this commitment the parties accept the Classification descriptions are broadly based and generic in nature. Employees shall perform a wider range of duties including work which may be incidental or peripheral to their main tasks or functions.

Trade employees may be required to perform work which, while primarily involving the skills of the employee's trade, are incidental or peripheral to the primary task, but facilitates the completion of the whole task.

The classifications contained in this agreement are those contained in the attachment SCHEDULE 'B' "Job Models Skills Matrix".

Job Models Skills Matrix

The required competencies of employees covered by this agreement are contained in the attachment SCHEDULE "B" " Job Models Skills Matrix".

The Job Models have been developed through a consultation and assessment process with all employees and reflect most tasks undertaken within the Company. Each Job Model has been assessed relevant to the skills required and placed within the Pay Level Structure contained in SCHEDULE "A".

Each Job Model has specific identified competencies which an employee must have before they are eligible to be appointed to the Job Model level and paid as such.

It is acknowledged and agreed that the Job Models Skills Matrix' document may be varied from time to time by the Company to meet changes in operational requirements or the introduction of new technology or altered processes or tasks.

Wage rates for each Job Model are set out in SCHEDULE "A" of this agreement.

3.3 Progression up the Structure

A skills based career structure will be the basis for skills development which will provide for payment of skills used and for regrading when positions are available.

Employees will progress through the career structure by acquiring additional skills in accordance with SCHEDULE "B" of this agreement. The acquisition of additional skills will be dependent on the needs of the Company and the identified skill deficiencies of individual employees.

The Company will endeavour to ensure that all employees are given an opportunity to undertake work to the level of their skills. However from time to time, due to the Company's work commitments it may be necessary to offer employees positions at lower skill levels, than that they have attained.

Skills are deemed to have been acquired once consistent competency has been demonstrated to the required standard of the Company. Consistent competency with a skill must be maintained by the employee in order to be recognised for that skill.

Skills assessment will be undertaken within the first six (6) months of certification of the agreement and every six (6) months thereafter.

3.4 Transition

Upon implementation of this agreement employees will be allocated their grade within the structure based on their pre-agreement skills and rate of pay. No employee shall receive less pay than they would receive prior to the making of this agreement.

Any grievance in relation to the placement of employees during the transition process shall be handled in accordance with Clause 7.1 Avoidance of Disputes Procedure of this agreement.

3.5 Skills Development

The Company recognises that appropriate training and development is critical for all employees. Training will be directed towards developing a highly skilled and productive work force, and a supportive working environment designed to broaden an employee's skills base.

Every employee will be given the opportunity to undertake training, subject to the requirements to maintain productivity levels, the skills needed within the Organisation and the financial constraints of the Company.

The Company will endeavour to provide employees with career opportunities through appropriate training and education subject to these opportunities being available. Training programs will be structured to meet all current legislative requirements and where practicable, Training, learning outcomes, assessment and certification will comply with the standards determined by the National Training Board.

3.6 Training Programs

The Company shall develop training programs with the assistance of employees and/or consultants consistent with ;

The current and future skill needs of the Company identified by the Company.

The current and future skill needs of the employees within the Company.

The need to maintain existing skills within the Company.

One day/year will be allowed for an authorized Trade Union Course for the Union delegate to attend, subject to 1 weeks notice.

These programs may be conducted by in-house trainers, including on-the-job instruction and/or external accredited educational institutions and/or providers.

3.7 Training Leave

Where it is determined by the company that an employee shall undertake additional training or attend training seminars the employee shall undertake such training or attend such seminar. Provided that if the training or attendance is undertaken during ordinary working hours the employee shall not suffer any loss of pay. The company shall endeavour to schedule training programs during ordinary working hours, however, if such training or attendance at seminars is conducted outside normal working hours the employee shall be paid at ordinary time rates while attending such training course or seminar.

All other non-approved training undertaken by employees outside ordinary working hours will be without pay.

3.8 Training Subsidy

Any cost associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of a company approved training course or seminar be reimbursed by the company upon production of evidence of such expenditure.

Provided that reimbursement shall for training courses shall be on an annual basis subject to the presentation of reports of satisfactory progress. A limit of one hundred dollars (\$100) per year will apply to text books but may be varied by approval of the Company.

As a further incentive for the Company to invest in external training, the company undertakes to pay costs for all training considered mutually beneficial to the Company and the employee. Should the employee resign within 6 months of completion of this training these costs will be deducted from final termination pay.

PART 4

WAGES AND ALLOWANCES

4.1 Remuneration

No employee will be paid an ordinary rate of pay that is less than the ordinary rate they were paid prior to the certification of the agreement.

The minimum weekly rates of pay for employees covered by this agreement are those specified in the attachment, SCHEDULE "A". The rates specified are inclusive of all allowances and Annual Holiday Loading but exclusive of any allowance provided for in this agreement.

If required to work on remote locations (see Clause 1.3) the rates per EBA apply , however if the remote site rate is higher then site rates will apply.

4.2 Wage Increases

The Company recognises the need for employees to benefit from the introduction of a multi-skill, classification structure and to catch up with the cost of living.

To this extent the rates contained in SCHEDULE "A" include wage increases as follows;

From 1 September 2003 wages will increase and be paid upon signing of EBA to

Grade	1	\$15.17
	2	\$15.92
	3	\$17.24
	4	\$19.31
	5	\$20.37

On 21.09.2004 there will be an 3% increase

4.3 Productivity/Performance Measures

Both the Company and employees agree that increases in productivity are fundamental to increases in remuneration and both parties are committed to aim for improvements in employee productivity.

The Organisation also recognises the work performance of individual employees and the commitment of individual employees to increase their levels of productivity and skill.

4.4 Union Membership

The employee shall have sole choice about whether to be a member of the appropriate union or not.

To assist the employee with financial commitments and simplify administrative costs the company will contribute union fees to all permanent employees electing to do so on a quarterly basis.

Subscriptions to be paid as a lump sum on the 1st working day of January, April, July and October; calculated on the number of employees electing to be union members.

4.5 Payment of Wages

Wages shall be paid weekly into Bank Accounts of the employees' choice (maximum of two accounts per employee).

4.6 First Aid Allowance

The company shall provide and maintain suitable first-aid outfits in accordance with the Occupational Health & Safety (First-Aid) Regulations 1989, which shall be available to employees and where practicable, qualified first-aid persons shall be appointed by the Company.

An employee so appointed for first-aid duties shall be paid an allowance contained in SCHEDULE "(A)".

(Employees who are required to, and successfully complete a St John First-Aid Course or another accredited first-aid course shall be entitled to reimbursement of course expenses by the Company).

4.7 Leading Hand Allowance

The appointment of leading hands will be determined by the employer on the basis of merit and the companies work commitments.

The company's requirements for leading hand duties may vary from time to time based on the type of work undertaken.

4.8 Other Allowances

All other allowances not provided for in this agreement are included in the ordinary rates of pay contained in SCHEDULE "A".

PART 5

HOURS OF WORK

5.1 Ordinary Hours of Work

The Company has always had flexible arrangements with the work force in relation to working hours. The provisions of this clause are designed to provide employees and the Company with options to make flexible time a benefit to all parties and not just a selected minority. The Company's great strength has been the flexible work arrangements with employees and this is encouraged to increase and improve productivity.

The ordinary working hours of full-time employees shall be an average of thirty eight (38) hours per week to be worked continuously, except for meal breaks, Monday to Friday with no more than eight (8) hours worked on any one day; with 0.4 hours of each day accruing as an entitlement to take one day each 4 weeks as a Rostered Day Off (RDO), paid for as though worked.

The starting and finishing times will be determined by agreement between the Company and with the majority of employees in each section of the plant, taking into consideration the needs of the Company.

Notwithstanding anywhere provided in this clause the Company, to meet operational needs may vary the starting and finishing times within the spread of hours by giving twenty four (24) hours notice to the employees effected by the change.

5.2 Rostered Day Off

The company may elect to vary the date of the monthly RDO. The RDO need not be the same day for all employees.

In any case, employees entitled to an accrued RDO will :

- (i) take such RDO within 19 days before or after the industry nominated date; or

- (ii) "bank" up to a maximum of 5 RDO's, provided that all banked RDO's are taken within 12 months of the time of their original accrual. Both the company when varying the date of an RDO and the employee when taking a "banked" RDO will endeavor to give 7 days notice, or
- (iii) if the employee so elects, the "banked" RDO's can be paid out at single time.

5.3 Spread of Hours

The ordinary hours of work prescribed in this agreement shall be between the hours of 6.00 am and 6.00 pm on any day or all of the days of the week, Monday to Friday. The spread of hours may be varied by mutual agreement between the parties to meet specific needs of the Company or employees.

5.4 Overtime

It is agreed that the hours of work may vary subject to contractual and operational requirements. Any hours worked in addition to the ordinary hours of work shall be deemed to be overtime.

The company may require an employee to work a reasonable amount of overtime. The amount of overtime worked may vary according to workloads and Company needs.

Overtime worked shall be paid at the rate of one and one half of the normal hourly rate of pay for the first two (2) hours worked on any or all days, Monday to Saturday and double time thereafter.

Overtime worked on Sundays shall be paid at the rate of double time.

Overtime worked on a Public Holidays shall be paid at the rate of double time and one half which will be in substitution of, but not in addition to the provision of clause 6.7 Public Holidays.

For- the calculation of overtime each day shall stand-alone and shall be paid at intervals of fifteen (15) minutes.

Subject to operational requirements, an employee will not be offered weekend work unless he/she has worked the preceding and subsequent weekday. In the event of an employee failing without reasonable excuse to work the subsequent weekday he/she shall not be offered work on the next weekend that work is available.

5.5 Recall for Overtime

An employee recalled to work overtime after leaving the place of work (whether notified before or after leaving the premises) shall be paid a minimum of four hours work at the appropriate overtime rate for each occasion the employee is so recalled. This clause shall not apply where it is customary for an employee to return to work to perform a specific job outside the employee's ordinary working hours.

5.6 Ten Hour Break

When overtime work is necessary it shall, wherever reasonably practical, be so arranged that: the employee(s) has at least ten consecutive hours off duty between the finish of one ordinary shift and the commencement of the next ordinary shift.

An employee (other than a casual employee) who works so much overtime between the finish of ordinary work on one day and the commencement of ordinary work on the next day has not had at least ten consecutive hours off duty between those times shall subject to this clause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the Company such employee resumes or continues work without having had ten consecutive hours off duty, the employee shall be paid at the rate of double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee,

has had ten consecutive hours off duty without loss of pay for ordinary working, time occurring during such absence.

5.7 Travel Time

An employee required by the Company to travel to a remote work location outside one hours travelling time of the Company's workshop, and outside ordinary working hours shall be paid for such travel time at the rate of single time.

5.8 Meal Breaks

An unpaid meal break of not less than thirty (30) minutes duration will be taken according to the dictates of work requirements, not less than four hours but no greater than six hours after the normal starting time of an employee. A paid mid morning break of 20 minutes (smoko) will be taken according to the dictates of work requirement approximately 2 hours after the normal start time. Employees may be required by the Company to stagger meal break to maintain production and productivity.

5.9 Overtime Meal Breaks

An employee required to work overtime for more than two (2) hours after or before the employees ordinary ceasing or starting time shall be allowed a paid meal break of twenty (20) minutes at single time. A further twenty (20) minutes meal break at single time shall be taken if the employee works more than six hours over-time. The Company may require an employee to work during meal breaks to monitor the process in the employees control in which case the employee shall be paid at the rate of time and one half for the period of the break.

5.10 Shiftwork

To meet operational requirements it may be necessary for some employees to undertake work outside the normal working hours. i.e. shiftwork.

Shiftwork shall be defined as any work that commences after the normal yard finish time.

Shift allowance for all shifts shall be 20% loading above the employee's normal rate of pay.

Minimum shift duration shall be 8 hours.

All time worked after the first 8 hours will be paid in accordance with Clause 5.3 overtime.

PART 6

LEAVE

6.1 Sick Leave

Employees shall, subject to the production of a medical certificate or other evidence satisfactory to the company (which may include a statutory declaration) be entitled to leave of absence without deduction of pay subject to the follow conditions;

- (a) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to Workers Compensation.
- (b) Sick leave shall accrue at the rate of three and one third hours of working time for each completed month of service in the first twelve months period, and eight days for the second and subsequent twelve month periods.
- (c) An employee shall not be entitled to paid sick leave during the initial three months probation period. Provided that if employment continues past the probation period the employee shall be paid for all leave taken in accordance with. this clause but not paid.

- (d) The employee shall at least within two hours of the normal starting time, inform the Company of the employees inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- (e) Where the employee does not notify the Company of the employee's inability to attend for duty in accordance with this clause the said employee shall not be entitled to payment for the first eight (8) hours of such absence.

If the full portion of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.

As an incentive to employees not to take sick leave for minor illnesses or single day absences, unused sick leave MAY BE, paid out at the company's annual break between Christmas and New Year. The payment of untaken sick leave will only be made if the employee so request and will be limited to sick days in excess of 5 days (i.e.) 5 days will always be accrued.

6.2 Carers/Family Leave

Upon application by an employee, leave may be granted for the care of ill or injured immediate family members.

An immediate family member is identified as follows:

- (a) a spouse of the employee, or
- (b) 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 though not legally married to that person ; or
- (c) 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
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household- where for the purposes of this paragraph:
 - (i) 'Relative' means a person relative by blood, marriage or affinity;
 - (ii) 'Affinity' means a relationship that one spouse because of marriage has to look after relatives of the other; and
 - (iii) 'Household' means a family group living in the same domestic dwelling.

Leave granted in accordance with this clause shall be deducted from the employee's sick leave entitlement.

6.3 Annual Leave

Annual Leave shall be in accordance with the *Annual Holidays Act 1944*.

During the period of leave each employee will receive his/her normal rate of pay for the period they would have worked had they not been on leave.

NOTE: Annual Leave Loading is included in the rates of pay contained in SCHEDULE 'A' and will not be paid in addition to the provisions of this clause.

6.4 Long Service Leave

Long Service Leave shall be in accordance with the *Long Service Leave Act 1955* (NSW) as amended.

6.5 Bereavement Leave

Paid leave of two (2) days per occasion will be provided for the death of an immediate family member. The approval of such leave will be based on suitable proof being provided only if required by the company. An immediate family member is one defined in clause 6.2 Carers/Family Leave of this agreement.

6.6 Compassionate Leave

Paid/unpaid leave in excess of the provisions of Clause 6.2 Carers/Family Leave and Clause 6.5 Bereavement Leave of this agreement may be granted to assist in circumstances of death, serious illness or injury of a family member. The approval and length of the leave will be at the discretion of the Company.

6.7 Public Holidays

Shall be those Public Holidays gazetted as a public holiday throughout the State of New South Wales. These holidays include: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day. All permanent employees will be granted such holidays without deduction of pay.

The Union Picnic day will be recognised as a AWU Union picnic day and a day's pay will be awarded on presentation of a union picnic ticket.

Newcastle Show Day will not be considered as a Public Holiday. Employees may individually elect to use a day of annual leave to attend the show if desired.

The Company may require an employee to work Public Holidays to meet workload needs.

An employee absent without leave on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday unless the Company can be satisfied that the employee's absence was caused through illness or other valid reason. Such satisfaction may be obtained through the production of a medical certificate or other evidence satisfactory to the Company, which may include a Statutory Declaration.

6.8 Parental Leave

Parental leave shall be in accordance with the provisions of the New South Wales *Industrial Relations Act 1996* Chapter 2 Part 4 Division I Sections 53-72. This includes Maternity Leave, Paternity Leave and Adoption Leave.

6.9 Accident Cover

The company recognises the limitations of the compensation available from the *Workers Compensation Act* (amended 2001). To assist in this respect the company will implement and maintain Group Sickness and Accident Cover Insurance for all permanent employees bound by the agreement.

Details of the insurance policy will be available for perusal at the company's office.

To participate, the employee must agree:

- (i) to consent to a medical examination if required
- (ii) to complete an application form

- (iii) to advise the company immediately (and if necessary the insurer) of any change in health circumstances likely to affect a claim, and
- (iv) to contribute any excess charges levied by the insurance company deemed necessary due to particular circumstances of the individual (eg smoker, pre-existing illness etc)

PART 7

COMPANY POLICY AND PROCEDURES

7.1 Avoidance of Disputes Procedure

To ensure the orderly conduct of and speedy resolution of disagreements, disputes or occupational health and safety concerns, the following Resolution Procedure shall apply.

The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation and discussion between employees (or employee representative) and their respective supervisors.

This procedure is based upon the recognition and development of the relationship between supervisors and their employees.

The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles:

- (a) Commitment by the parties to observe procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or concern which may give rise to a disagreement or dispute.
- (b) Throughout all stages of this procedure, all relevant facts shall be clearly identified and recorded where necessary.
- (c) Realistic time limits shall allow for the completion of the various stages of the discussions.
- (d) To resolve safety matters a safety committee will be formed as per the Work Cover Authority guidelines.
- (e) Emphasis shall be placed on an in-house settlement of issues brought about through consultation. However, if in-house consultation and negotiation is exhausted without resolution of the disagreement or dispute, the parties shall jointly or individually refer the matter to the New South Wales Industrial Relations Commission for assistance in resolving the dispute.

Resolution Procedure

Stage One

The employee with the issue or concern will discuss the matter with the employee's immediate supervisor.

The supervisor will set aside time to hear the issue of concern in a private discussion with the employee, the employee's representative and/or a third party observer, and after consideration (3 working days maximum) provide a comprehensive answer to the employee. The issue or concern and the answer provided by the supervisor shall be recorded.

Stage Two

In the event that the matter is still not being resolved it will be referred to the General Manager or his/her representative who will convene a meeting with all the people previously involved in the matter

to reconsider the issue of concern and the answers given thus far. All relevant facts shall be clearly recorded.

The same procedure as set out in Stage one will be adopted with all relevant facts being clearly recorded.

Stage Three

If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute. At any meeting convened by the Commission, the parties will use their best endeavours to resolve the matter by conciliation.

7.2 Disciplinary Procedures

Definitions

Unsatisfactory work performance is failure to perform the requirements of a position at an acceptable standard or level of competence. Examples of unsatisfactory work performance may include unsafe work practices, excessive absenteeism or lateness, low productivity or inefficiency, negligence or uncooperative behaviour.

Unsatisfactory conduct is failure to observe company policies and procedures.

Unsatisfactory Work Performance or Conduct

The following steps shall apply for Disciplinary Action which falls into the category definitions of unsatisfactory work performance or unsatisfactory conduct.

Step I - Counselling/Verbal Warning

Where the employee is unable to offer a satisfactory explanation of his/her unsatisfactory behaviour, a verbal warning shall be given and a file note made as to date and time of warning and a brief explanation of the nature of the complaint. A review date may be established.

During the initial counselling session the presence of a third party observer or an employee representative is permitted if requested.

Step 2 - First Written Warning

If there is a repeat or continuance of the unsatisfactory work performance or conduct of the employee, a second warning shall be given and shall be in the form of a first written warning with a copy given to the employee. A third party observer or employee representative may be present if requested.

It should be made clear in the written warning what the unsatisfactory work performance or conduct is, and what is required to correct it.

Step 3 - Final Written Warning

If there is still no improvement in the performance or conduct of the employee a second and final written warning shall be given including an indication that failure to improve may result in termination of employment.

A review period should be established if appropriate and a third party observer or employee representative may be present if requested.

Step 4 - Termination

If the employee's performance or conduct still does not improve to an acceptable standard the employee's service shall be terminated.

If the employee requests a certificate of employment it shall be provided.

Serious Misconduct

As soon as an instance of serious misconduct comes to the attention of the Company a full investigation of the all circumstances surrounding the alleged misconduct shall occur and the employee concerned given the opportunity to present their defence or explanation of events. The following procedure shall be followed:

Step 1.

Investigate fully all circumstances surrounding the alleged misconduct. This must include interviewing witnesses and reviewing the employee's employment record. Record all information received. A third party observer shall be invited if requested by the employee.

Step 2.

If the investigation appears to substantiate the allegations, interview the employee(s) concerned with a third party present, if requested present. Ensure the employee is given clear details of the allegations and given the opportunity to explain or defend him/herself with the assistance of another person.

Step 3.

If the employee's defence or explanation can not be substantiated or is not acceptable and the serious misconduct substantiated by witnesses justifies termination, the termination must be communicated to the employee at the time of the termination. The termination for serious misconduct does not require notice or compensation in lieu Of notice. Termination without notice must not proceed unless authorised by the Works Manager.

Step 4.

If requested, the employee should also receive a certificate of employment detailing the period of service and nature of duties performed and a reason for termination.

7.3 Worker's Compensation

Workers' compensation shall be in accordance to the New South Wales *Workers Compensation Act* 1987 as amended.

Occupational rehabilitation shall be made available where practicable, to all employees who sustain injury or illness at work and thereby assist them to return to full and gainful employment.

7.4 Occupational Health and Safety

The parties agree and recognise the importance of safe working practices. To maintain a safe place of work and to encourage continued improvement in safe systems of work, policies and procedures will be established by the Company through consultation with employees. The policies and procedures shall provide for the health and safety at work of all employees and visitors.

It is agreed that all employees will use and care for any equipment provided for health and safety purposes. This includes protective clothing and all personnel safety equipment.

Employees agree to assist the Company to ensure that increased effort is made to improve the understanding and awareness of safety issues.

If a workplace related safety issue is identified by an employee the employee shall raise the issue of concern with his immediate supervisor who will attempt to resolve the issues. Should this resolution be unsatisfactory the employee may then raise the issues with management or the employee nominated safety officer. Provided that if the issue of concern is serious enough and requires immediate attention the supervisor shall raise the issue with management who will deal with the issue as a matter of urgency.

7.5 Quality Assurance

The Company is required to maintain quality assurance accreditation to ISO 9002 for manufactured products. It is agreed that employees will be committed to maintaining accreditation.

7.6 Superannuation

On commencement each employee shall be offered the opportunity to become a member of C+BUS Fund.

The company shall pay the superannuation contributions by monthly instalments.

To assist employees opportunities to maximize superannuation returns the employee can choose to nominate an existing fund of their choice if desired. The company shall pay the superannuation contributions in quarterly payments at the end of the financial year.

The total amount contributed shall be that required by the relevant legislation

PART 8

SIGNATORIES TO AGREEMENT

Signed for and on behalf of

Civilbuild Precast Pty Ltd

Signature: _____

Print name and position held: _____

Witnessed By _____

Signature: _____

Dated this 17th day of November 2004

Signed on behalf of Employees by the Elected Union delegate:

Signed: _____

Signed: _____

(Name in block letters)

(Name in block letters)

Classifications _____

Classifications _____

Signed for and on behalf of

The Australian Workers Union

Signature: _____

Print name and position held: _____

Witnessed By _____

Signature: _____

Dated this 23rd day of November 2004

SCHEDULE A

The minimum wage rates specified below refer to the wage rates for a week comprising thirty eight (38) hours work:

Classification	Percentage %	Agreement Rate	Agreement Rate	Agreement Rate	Agreement Rate
		Per Hour As At 1/9/03	Per Week As At 1/9/03	Per Hour As At 1/9/04	Per Week As At 1/9/04
Grade One	88%	\$15.17	\$576.46	\$15.62	\$593.56
Grade Two	92.34%	\$15.92	\$604.96	\$16.40	\$623.20
Grade Three	100%	\$17.24	\$655.12	\$17.76	\$674.88
Grade Four	112%	\$19.31	\$733.78	\$19.89	\$755.82
Grade Five	118%	\$20.34	\$773.04	\$20.95	\$796.10
Allowances		Per Week		Per Week	
First Aid Allowance		\$9.04		\$9.04	
Leading Hand Level 1 (1 - 10employees)		\$44.10		\$44.10	
Leading Hand Level 2 (10 plus employees)		\$88.22		\$88.22	

SCHEDULE B

CORE SKILLS
Works induction
Basic numeracy
Know and understand company safety policy
Understand company policies and procedures
Cleaning /Housekeeping Care of protective gear
Care of hand tools, equipment and moulds
Be team oriented
GRADE ONE SKILLS
General labouring and off siding
Stripping and assembly of moulds
Cleaning and oiling moulds
Prestressing strand placing
Stressing jack handling
Placing and fixing cast-in fittings
Reinforcement placement including cutting, placing and tying in moulds
Elementary concrete placement
Elementary finishing eg. wood floating/surface roughening (RTA, RSA)

Basic surface treatment including bagging and scabbling
Use of hand tools and basic electric and air tools
Basic oxy torch use
Water blaster operator
Sand blaster operator assistant
Undertaking training in crane chaser and forklift and use
All of Group I Plus 12 competencies In below
GROUP TWO SKILLS
Work under general supervision
Crane chaser
Operator of forklift - competent
Vibrator operator - 'immersion'
Vibrator operator - 'external'
Concrete finishing to intermediate standard: steelwood/sponge float
Undertaking training in the operation of cranes
Reinforcement assembly incl. tack welding and making cages on jigs
Reinforcement jig set up and construction under instruction
Basic patching and repairing
Post tensioning and grouting under supervision
Pretensioning under supervision
Stressing pump operation
Lifting loop manufacture
Exercise OH&S procedures consistently and completely
Sandblaster operator - competent
Test cylinder manufacture and handling
Operate steel bender, cold saw, cropper & shears
Maintain simple records
Basic product knowledge and understanding of manufacturing processes
Understand basic QA, recognise and report quality deviations and faults
Attain Group 2 Plus 9 competencies in below
GRADE THREE SKILLS
Work under minimum supervision - compulsory
Actively provide on the job training to assist others to acquire skills
Cylinder preparation, testing and other quality sampling - Nata
Sample manufacture, Advanced patching and repairing
Standard mould set-up
Setting out fixing locations from drawings
Concrete finishing to an advanced standard: steel/wood/sponge float (architectural)
Basic trades skills (other than as required for Trade classifications)
Basic trades certificate (incl. boilermaker & carpenter) for relevant operational skills)
Post tensioning and grouting without supervision
Trained boiler attendant
Clerical duties/Store control
QA duties incl materials/product assessment, certification/recording
Exercise judgement in standard of work required to meet job needs
Responsible for assuring quality of work
Crane operator
Attain Grade 3 Plus competencies in 4 of below
GRADE FOUR SKILLS
Work under no supervision - compulsory Training officer
Advanced Trade certificate plus post-trade/on-the-job qualifications relevant to job
Mould preparation and change over from drawing
Transport officer
Specialised patching and repairing
Co-ordinate work in team environment
Perform quality checks and report an production work

Welding (specialised)
Attain group 4 competencies in 10 of below
GRADE FIVE SKILLS
Production and manpower planning
Materials scheduling include reinforcement
Have a sound knowledge of company administration procedures
Drafting and estimating
Fully understand and apply OA techniques and procedures
Exercise a high level of interpersonal and communication skills
Apply decision making appropriate to the situation
Inspect and accredit products and/or materials for conformity with spec's
Advanced training capabilities
Work from complex instructions
OH&S/Environment officer
Advanced mechanical repairs for Company needs
Specialised jig design and construction from drawings
Quality Assurance Officer
Assess and recommend needs for operation improvements