

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/192

**TITLE:** Cleary Bros (Bombo) Pty Limited TWU NSW Enterprise Agreement

**I.R.C. NO:** IRC5/3619

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

**TERM:** 17

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/21.

**GAZETTAL REFERENCE:** 12 August 2005

**DATE TERMINATED:**

**NUMBER OF PAGES:** 27

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Cleary Bros (Bombo) Pty Ltd located at 39 Five Islands Rd, Port Kembla NSW 2505, engaged in the classifications specified in Appendix 1, namely Transport Worker Grades 1-8, excluding waste sites & transfer stations operations, who fall within the coverage of the Transport Industry (State) Award and Transport Industry Quarried Materials (State) Award.

**PARTIES:** Cleary Bros (Bombo) Pty Limited -&- the Transport Workers' Union of New South Wales

# **CLEARY BROS (BOMBO) PTY LIMITED/TWU OF NSW ENTERPRISE AGREEMENT**

## **Arrangement**

1. Title
2. Intention
3. Parties and parties bound
4. Scope and Purpose
5. Existing Flexibility
6. Duration
7. Commitment
8. No Extra Claims
9. Application of Parent Awards
10. Industrial Relations Act 1996
11. Contract of Employment
12. Duress
13. Workplace reform
14. Wages
15. Additional allowances
16. Hours of work
17. Safety health and welfare
18. Industrial relations
19. Income security
20. General
21. Redundancies
22. Chain of Responsibility
23. Additional leave
24. Employee deductions
25. Union recognition and union membership
26. Review and recognition

### **1. Title**

This Enterprise Agreement shall be known as the Cleary Bros (Bombo) Pty Limited/TWU of NSW Enterprise Agreement.

### **2. Intention**

- 2.1 This Agreement shall rescind and replace the Cleary Bros (Bombo) Pty Limited - Transport Workers Union of Australia - NSW Branch Enterprise Agreement (EA 04/21), the nominal term of which expired on 31 December 2004.
- 2.2 The Parties to this Agreement agree that Cleary Bros (Bombo) Pty Ltd must continue to achieve real and sustained performance improvement by embracing a philosophy of continuous improvement. We aim to become an internationally competitive enterprise continually improving the level of customer satisfaction, employee satisfaction, product quality and productivity.
- 2.3 Cleary Bros continues with the implementation of a system of total quality management principles to be known as Quality Assurance, to assist in achieving the above objectives. All Employees will become familiar with these concepts and skills through training and involvement in project work.

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

- 3.1 The parties to this Agreement are:
  - (a) Cleary Bros (Bombo) Pty Ltd located at 39 Five Islands Road, Port Kembla NSW 2505 ("Cleary Bros"); and

(b) Transport Workers Union of N.S.W ("TWU")

3.2 This Agreement shall be binding on Cleary Bros, the TWU and Employees who are members or eligible to be members of the TWU and are employed in accordance with the classification levels in Appendix 1 of this Agreement ("Employees"). This Agreement shall not be binding on Employees who are bound by either:

- (a) the Cleary Bros (Bombo) Pty Ltd TWU Transfer Stations Enterprise Agreement [EA03/45] (the "Transfer Stations Agreement"); or
- (b) the Cleary Bros (Bombo) Pty Ltd TWU (Waste Sites) Enterprise Agreement [EA03/109] (the "Waste Sites Agreement"); or
- (c) any Enterprise Agreement that replaces the Transfer Stations Agreement or the Waste Sites Agreement.

#### **4. Scope and Purpose**

4.1 The objectives will be to improve not only the standard of working life but also the overall performance of all Employees with the ultimate aim of maintaining and improving Cleary Bros' competitiveness.

4.2 The provision of greater job satisfaction will be achieved by developing and increasing the Employee's overall skills while at the same time offering new and advanced employment opportunities.

#### **5. Existing Flexibility**

5.1 Flexibility's attained from the previous Enterprise Agreements are deemed to continue during the life of this agreement.

#### **6. Duration**

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of its approval by the Industrial Relations Commission of New South Wales and shall remain in force until 31 December 2007.

#### **7. Commitment**

7.1 The parties acknowledge that an important ingredient of sound employee relations is stability and predictability. They have therefore devoted considerable time to examining the nature and scope of work to be covered by this Agreement and particular features, circumstances and the issues which require discussion and resolution between the parties.

7.2 By entering this Agreement Cleary Bros hereby makes a commitment to:-

- (a) the full time engagement of its Employees subject to clause 20;
- (b) utilisation of full-time Employees to their full capacity before casual employees or subcontract carriers are engaged;
- (c) recommend, in accordance with current laws, that all Employees covered by this Agreement join the TWU;
- (d) the training of the Cleary Bros Employees in Occupational Health & Safety training as provided by a licensed Blue Card Provider and as it applies in conjunction with the Company's Registered Quality Assurance procedures CB4.21/Truck Safe requirements;
- (e) abide by the TWU Delegates Charter of Rights (as annexed to this agreement) - only where it applies to Cleary Bros operations and in accordance with this Enterprise Agreement and the

Transport Industry (State) Award or the Transport Industry Quarried Materials (State) Award and excluding any information that is "Commercial in Confidence".

## **8. No Extra Claims**

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

## **9. Application of Parent Awards**

- 9.11 This Agreement shall be read in conjunction with the Transport Industry (State) Award in respect of employees coming within the scope of that Award including employees involved in the cartage of ready mixed concrete and the Transport Industry Quarried Materials (State) Award ("the Parent Awards") in respect of employees involved in the cartage of quarried materials provided that where there is any inconsistency between the respective Parent Award and this Agreement, the Agreement will prevail.
- 9.2 The relevant Parent Award's provisions will apply when:
- (a) this Agreement specifically indicates the Award provision should apply, or
  - (b) where there is no provision contained in this Agreement relating to the same or like matters.

## **10. Industrial Relations Act 1996**

- 10.1 The parties acknowledge this Agreement shall be registered in accordance with the *Industrial Relations Act 1996*, Chapter 2 Part 2.
- 10.2 The parties agree that the Cleary Bros (Bombo) Pty Ltd/Transport Workers Union of Australia NSW Branch Enterprise Agreement (EA 04/21) is to be rescinded and replaced by this Agreement on and from the date of this Agreement being approved by the Industrial Relations Commission of New South Wales.

## **11. Contract of Employment**

- 11.1 Probationary Period
- (a) The first three months of a full time or part time Employee's employment will be probationary.
  - (b) During the probationary period, the Employee will be assessed as to his or her suitability for ongoing employment, and his or her competence in the skill levels required for the work specified.
  - (c) The Employee will be required to undertake a medical examination by Cleary Bros' doctor when required by Cleary Bros. The Employee consents to undertake a medical examination and consents to the doctor providing a copy of the medical report to Cleary Bros.

- (d) This clause 10.1 shall not apply to casual employees who will be engaged in accordance with clause 14.2.

#### 11.2 Terms of employment

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

### 12. Duress

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

### 13. Workplace Reform

#### Agreed Parameters for Workplace Reform

#### Participative Management and Work Organization

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

#### 13.1 Consultative Mechanisms

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

#### 13.2 Future Contracts for Training

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

### 13.3 Competency Based Training

- (a) A programme using competency standards has been incorporated in the Cleary Bros Quality Assurance System.
- (b) Training and demonstrated competence through this assessment procedure will provide the basis for career progression for Employees and access to higher paid classifications provided for in this Agreement. Progression to a higher classification will also be determined by the availability of work for that classification.

### 13.4 International Best Practice

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

### 13.5 Quality Assurance

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

### 13.6 Suggestion Scheme

Employees are encouraged to communicate their ideas for workplace productivity improvement to management. Where suggestions are implemented, recognition will be given to the Employee concerned.

### 13.7 Multi-Skilling

- (a) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for Employees, multi-skilling will extend by agreement to allow Employees to perform agreed tasks within the scope of their skills and competence. Agreement has been reached for Employees to perform a wider range of tasks and participate in additional training as necessary.
- (b) Cleary Bros may direct any Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training and shall be consistent with Cleary Bros' responsibilities to provide a safe and healthy working environment, as well as ensuring fully productive Employees at all times.

### 13.8 Equal Employment Opportunity

Cleary Bros is an equal opportunity employer. All Employees are entitled to work in an environment free from discrimination. Cleary Bros will recruit, employ and train personnel on the basis of experience, skills and on the job performance. Cleary Bros has a commitment to an affirmative action program which will be taken into account when considering employment opportunities.

### 13.9 Anti Discrimination

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

### 13.10 EFT Payment

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

### 13.11 Confidentiality

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

### 13.12 Other Employment or Conflicts of Interest

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

## 14. Wages

### 14.1 Classification Structure

All Employees covered by this Agreement shall be classified according to the classifications shown in Appendix 1 and shall be paid the appropriate weekly ordinary wage rates as shown in Appendix 1 - Table 1. These rates shall be taken to include alterations made from time to time strictly in accordance with this Agreement.

An annual assessment of all Employees may be carried out. The assessment criteria and the procedure used for the assessment is contained in the Cleary Bros Quality Manual. Each Employee will be required to comment on their assessment outcome. The Cleary Bros Quality Manual does not form part of this Agreement.

### 14.2 Wage Rate Structure

(a) Wage rates will increase in the following manner:

5% 1 January 2005

5% 1 January 2006

5% 1 January 2007

Where each increase is calculated using the base rate payable under the particular classification in effect immediately prior to the 31 December 2004.

(b) The rates of pay shown in Table 1 of Appendix 1 will apply as all purpose rates for Employees covered under this Agreement.

(c) Overtime penalties will be applied to the all purpose rate for actual overtime hours worked.

### 14.3 Calculation and Rounding of Hourly Rates

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

### 14.4 Rates of Pay, Training and Reclassification

(a) No Employee shall unreasonably refuse to undertake training provided by Cleary Bros in paid work time which would enable the Employee to fulfil the substantive requirements of the skill level to which they have transferred as a result of the introduction of this Agreement or its predecessor. In seeking upward reclassification an Employee shall be required to demonstrate that he or she meets the full requirements of the higher skills level in accordance with the criteria outlined in the Quality Manual.

(b) Appendix 1 - Table 1 shows the rate of pay applicable to each classification.

### 14.5 Income and Entitlement Protection

The rate as paid in Appendix 1 - Table 1 includes an allowance for the provision for Income Protection Insurance. Employees who wish to activate this insurance should advise the Company and the premium will be deducted from the Employee's pay.



#### 14.6 Washing of vehicles

It is a condition of Cleary Bros employment that all trucks and equipment be kept at high standard at all times. The washing of trucks will be paid if it is performed outside normal working hours at maximum rate of time and one half the all purpose hourly rate.

#### 14.7 Key Performance Indicators

- (a) Discussion will commence, during the term of this Agreement, between the parties for inclusion of Key Performance Indicators to apply to each grade classification noted in Appendix 1- Table 1.
- (b) It is intended that the parties select and agree on three (3) Key Performance Indicators ("KPI's") from a table of nominated KPI's which will apply to each applicable future increase period provided for in clause 13.2 (a).
- (c) Where it is apparent that some or all of the three (3) KPI's for a particular area will not be met, discussion will be held between Cleary Bros and the Employees to determine whether strategies can be put into place to achieve these KPI's

#### 14.8 Definitions, Standards and Career Progression

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

#### 14.9 Timesheets

- (a) Timesheets shall be sent to the pay office at Port Kembla or given to the appropriate supervisor on a daily basis.
- (b) Late timesheets received after 9.00 am Monday morning may not be processed until the following pay week.
- (c) Timesheets or hire dockets incorrectly completed may result in the Employee's pay for that day being delayed.
- (d) Any alteration of timesheets must be notified to the Employee with his or her pay.

### **15. Additional Allowances**

#### 15.1 Award Allowances

- (a) In addition to the Wage Rates provided for in this Agreement, the following allowances will be paid in accordance with the conditions provided for such payments in the Parent Award and in the amount stipulated in the Parent Award:
  - (i) First Aid Allowance (Where the Employee is the designated first aid officer);
  - (ii) Leading Hand (Responsibility) Allowance;
  - (iii) Travel Allowance;
  - (iv) Collecting Moneys;
  - (v) Slump Allowance - Pre Mixed Concrete Industry;
  - (vi) Obnoxious materials allowance (sanitary and/or sullage waste materials); and

- (vii) Meal Allowance - provided the conditions of clause 14.1 (b) have been met.
- (b) A Meal Allowance of the amount stipulated in the Parent Award will be payable to Employees in the following situations:
  - (i) is working overtime of more than two hours prior to normal starting time if not previously advised of the requirement to work such overtime.
  - (ii) after one & a half hours of overtime worked at end of a normal shift.
  - (iii) after four hours of overtime worked on a overtime shift.

## 15.2 Casual Labour

- (a) Casual employees may be employed in any financial year to assist with seasonal production requirements. The minimum payment for a start by a casual employee is four (4) hours.
- (b) A casual employee working ordinary time shall be paid 1/38th of the appropriate weekly wage per hour, plus a loading of 15% plus 1/12 of ordinary time worked. This loading is in lieu of all paid leave and public holidays and to compensate for the nature of casual employment.
- (c) Casuals shall not be entitled to payment for:
  - (i) annual leave;
  - (ii) bereavement leave;
  - (iii) jury service leave;
  - (iv) sick leave;
  - (v) public holidays; and
  - (vi) any other leave item.
- (d) This shall not alter any entitlement a casual employee may have in accordance with the *Long Service Leave Act 1955*.
- (e) Any applicable allowance as contained in Clause 14.1 shall be paid to casual employees.

## 16. Hours of Work

### 16.1 Ordinary Hours

- (a) Span of Hours
  - (i) Except as detailed below, ordinary hours of work shall average 38 per week worked Monday to Friday between the hours of 5.00am and 6.00pm. Daily start times are to be advised to Employees as necessary to satisfy customer requirements.
  - (ii) Management will endeavour to notify an Employee of his or her start times (Monday to Friday) by 4.00pm the previous weekday where possible. Weekend start times will be advised to Employees as soon as possible.
  - (iii) Management will provide notice to take RDO by means of an agreed roster where practicable or as soon as possible in all other circumstances.
  - (iv) Further flexibility may be agreed with an individual Employee. The TWU will be advised accordingly.

(b) Programming of RDO's

- (i) The parties agree that there has been and will be benefits for Cleary Bros and the Employees in allowing greater flexibility in taking RDO's. It is intended that some of the Cleary Bros' workplaces may remain open during designated industry RDO's.
- (ii) By agreement between Cleary Bros and the Employee or Employees concerned, RDO's may be allowed to accumulate for up to a maximum of five days. Once the maximum of five days has been reached, then these days shall be taken at a time as agreed with Cleary Bros and the Employee. All rates paid for working on the RDO will be at ordinary time rates (with penalty rate applicable after 8 hours work) and the RDO entitlement can be taken at a later agreed time.
- (iii) If feasible, an RDO roster or procedure will be developed in consultation with Employees by the relevant Divisional Manager or delegate responsible for the work area in which the Employee works.
- (iv) All Employees shall have their RDO in accordance with the roster as advised by Cleary Bros or if this is not practicable, by Cleary Bros giving the Employee as much notice as possible to take a RDO.
- (v) If Cleary Bros requests an Employee to work their designated RDO, then the Employee and the Employee's manager are to agree to a mutually acceptable alternative RDO to be taken by the Employee.
- (vi) In time of industry downturn in excess of 2 days, Employees may be asked to take RDO's and Employees will assist Cleary Bros by the taking of RDO's as requested. Supervisors are to contact the nominated drivers prior to normal start time to allow the drivers the benefit of having a full day off.

(c) RDO Accrual During Paid Leave

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

(d) Rest Break

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

(e) Meal Break

The commencement time of the 30 minute meal break shall be by agreement between Cleary Bros and the majority of its Employees at the particular site and on larger projects may be staggered. The meal break is unpaid time.

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

## 16.2 Overtime

- (a) Employees shall work overtime as is reasonably requested by Cleary Bros.
- (b) An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
  - (i) risk to Employee's health and safety;

- (ii) personal circumstances, including family responsibilities;
  - (iii) workplace needs; and
  - (iv) the notice given by Cleary Bros to the employee of the overtime.
- (c) For all overtime worked outside ordinary hours, the rates of pay shall be time and one half for the first two hours and double time thereafter until the conclusion of that days work. Saturday work shall be paid as time and one half for the first two hours and double time for the balance of hours in that day or shift.
- Sunday work shall be at double time.
- (d) Cleary Bros will use its best endeavours to:
- (i) allocate overtime evenly given the skills required on the particular day;
  - (ii) provide reasonable notice to the Employee of the requirement to work overtime;
- (e) Where an Employee is notified of the requirement to work overtime during that shift, the Employee will be able to use Cleary Bros' telephone to advise his or her family if necessary.

## **17. Safety Health and Welfare**

### 17.1 Safety Legislation

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

### 17.2 Inductions

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

### 17.3 Additional Occupational Health and Safety Training

- (a) Cleary Bros will use its best endeavours to train all TWU delegates/co-delegates to "Certificate 4 in Workplace Training & Assessing" at the trainer standard, within 3 months of either the commencement of this Agreement or the delegate/co-delegate assuming his or her position, provided that it does not effect customer service.
- (b) Cleary Bros will provide TWU delegates/co-delegates with additional paid training leave as requested by the TWU and agreed in writing by Cleary Bros.
- (c) Cleary Bros will use its best endeavours to train all existing and new Employees covered by this Agreement in the Blue Card Induction Programme. Such training is to occur within the first 12 months of the commencement of this Agreement and shall be conducted by a licensed Blue Card training provider, provided that the training does not affect customer service.

- (d) Approved training and reasonable expenses in relation to this training will be paid by Cleary Bros, upon application by the Employee.

#### 17.4 Driver Fatigue Management

All Employees that perform driving duties and allocation staff covered by this Agreement are entitled to attend Cleary Bros' approved Driver Fatigue Management programmes.

#### 17.5 Occupational Health & Safety Committee/Representative

- (a) Each employee covered by this Agreement that is a member of the OH&S Committee and/or is the OH&S Representative shall attend a committed training course in accordance with the *Occupational Health & Safety Act 2000* as soon as practicable and within 3 months of being elected to the position.

#### 17.6 First Aid

- (a) In the interest of safety, Cleary Bros will establish as a reasonable target fifteen percent of all site personnel to hold current first aid certificate evenly distributed throughout the work face on the Cleary Bros Projects, such that a qualified Employee will be on each site where possible.
- (b) Cleary Bros will pay selected Employees the cost of an agreed First Aid course if carried out in their own time.
- (c) Only the designated first aid officer will be paid the first aid allowance.

#### 17.7 Cleary Bros Safety Supervisor

Cleary Bros regards safety as every Employee's responsibility and expects a contribution from all Employees to this task. The *Occupational Health and Safety Act 2000* places a responsibility on all Employees to take reasonable care for the health and safety of people at Cleary Bros' sites and who may be affected by the Employee's acts or omissions at work.

#### 17.8 Sub Contractors Safety Responsibilities

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

#### 17.9 Amenities

Amenities on Cleary Bros projects shall be of a consistent standard and shall comply with the standards laid down in the relevant Parent award and/or State legislation. However, it is acknowledged that there are times when it is impractical due to the short term nature of the job, the location of the job etc. to provide lunch and toilet facilities, and this Agreement acknowledges that Employees endure these conditions from time to time to ensure the job is completed in the most productive and cost effective manner. Equipment is to be cleaned, checked and any minor repairs undertaken before leaving the site. All facilities are to be kept clean, equipment is to be stowed appropriately. Where necessary, non-productive time shall be utilized to carry out these tasks.

#### 17.10 Protective Clothing

All employees on Cleary Bros sites will be issued with protective clothing in accordance with Appendix 2 - Protective Clothing. Employees must maintain a neat appearance and be wearing the latest issue uniform. Care must be taken of personal protective equipment.

It is a condition of employment that Employees wear the uniform. Employees not wearing the uniform may be stood down without pay and/or may be sent home to change into uniform.

17.11 Procedure for dealing with the Occupational Health and Safety issues.

All employees shall comply with the Cleary Bros' policies on OH&S and on Alcohol and Related Drugs Safety, which is now contained in the Business Management Manual under CB4.21.

These policies do not form part of this Agreement.

## **18. Industrial Relations**

### 18.1 Prevention of Industrial Disputes

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

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

Cleary Bros and the TWU must reach agreement about any union meetings the TWU wishes to have with Employees. At least 7 days notice of the intention to hold such a meeting must be provided by the TWU.

Cleary Bros is authorized to use such other labour, including supervisors, to carry out such work that cannot be delayed until the end of such meetings.

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

### 18.2 Disputes Settlement Procedures

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

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

#### Phase I

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

#### Phase II

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

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

#### Phase III

Cleary Bros Management and the TWU Organizer shall negotiate settlement of the dispute.

If a settlement satisfactory to both parties cannot be negotiated, then;

#### Phase IV

Senior Cleary Bros management and the State Secretary of the Union or his or her nominee shall continue negotiations. If a settlement, cannot be agreed within seven (7) days of such a meeting then either party may;

## Phase V

Refer the matter to the Industrial Relations Commission of New South Wales for resolution and determination and such decision shall be binding on the parties subject to the legal rights of appeal.

- (c) The parties to the Agreement agree that work shall continue without interruption or dislocation throughout the period of discussions and negotiations.
- (d) Whilst these phases are in place the status quo, that being the position immediately before the dispute that gives rise to the dispute, should be maintained where practicable.
- (e) If either party refers the dispute to the Industrial Relations Commission of New South Wales, then any order of the Commission will be accepted to enable the dispute to be arbitrated. This shall not prevent the TWU from having reasonable consultations with its members during the period.
- (f) It is also agreed that any meeting between an official or delegate of the TWU and Employees who are members of the TWU will be arranged to provide a minimum of interruption to Cleary Bros operations and to this end, it is agreed that a maximum of three hours would be appropriate for such meetings and such meetings would not be appropriate until after completion of Phase III of this Dispute Settlement Procedure.
- (g) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- (h) It is further agreed that members of the Consultative Committee may act as facilitators during the course of these discussions and negotiations if requested by one of the parties involved. Safety issues are to be dealt with under Clause 16.11.

## 19. Income Security

### 19.1 Sick Leave

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

- (a) An Employee claiming sick leave entitlements shall provide a Doctor's Certificate for all absences due to illness except that an Employee will not be required to provide a Doctor's Certificate for the first two (2) single day absences in each year of the Employee's service.
- (b) Cleary Bros will only accept a Doctor's Certificate from an Employee that contains a clear and definite description of the Employee's illness or incapacity.
- (c) Where any Employee begins to develop a pattern of excessive unsupported absences, a warning procedure shall be applied along with appropriate counselling of the Employee.
- (d) The Employee shall advise his/her supervisor as soon as practical prior to the commencement of his or her shift if they will be absent due to sickness stating the:
  - (i) nature of sickness; and
  - (ii) the expected duration of the absence.

Non compliance for genuine reasons only will be allowed.

- (e) Sick leave taken on the day immediately before or after a weekend, RDO or public holiday must be supported by a Doctor's Certificate. If there is not sufficient documentation to demonstrate

that an Employee has been genuinely affected by a bona fide and disclosed medical condition overtime shifts may not be available to that Employee in the subsequent week.

## 19.2 Superannuation

Cleary Bros will, for all Employees covered by the Agreement contribute to the TWU Superannuation Fund in accordance with the requirements of the Transport Industry (State) Superannuation (No.2) Award.

## 19.3 Salary Sacrifice

An Employee and Cleary Bros may agree to a salary sacrifice arrangement. The parties recognise that salary sacrifice arrangements will be of no cost to Cleary Bros. In particular, Cleary Bros will not be liable:

- (a) if the law changes regarding salary sacrifice;
- (b) if the Australian Taxation Office changes its views, rulings, practice of requirements regarding salary sacrifice;
- (c) for financial advice given to Employees in relation to salary sacrifice arrangements; and
- (d) for any costs or losses incurred by the Employee as a result of salary sacrifice arrangements.

Where an Employee elects to participate in a salary sacrifice arrangement they expressly acknowledge that this election may, now or in the future, reduce their gross salary below the minimum salary levels specified in the relevant award and/or this Agreement. Provided that the sum total of the individual's salary sacrifice amounts plus adjusted gross salary meets or exceeds the minimum levels specified in this Agreement for the Employee, then the Employee agrees that no claim can be made against Cleary Bros regarding Cleary Bros having underpaid the Employee with respect to the terms of this Agreement.

## 20. General

### 20.1 Work Practices

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

#### (a) Alternative Work

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

#### (b) Replacement Employees

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

#### (c) Sub Contractors

Cleary Bros' management shall engage sub contractors, as required. Subcontractors shall not be engaged to the detriment of Cleary Bros' Employees. Subcontractors shall be required to meet all



their statutory obligations as part of their subcontractor agreement. The TWU delegate will be advised as required.

(d) Supervisors

Employees will not unreasonably impose any limitations or enforce any limitations on Supervisors or Technical personnel, demonstrating the use of equipment or machinery for training purposes, operating it as part of work in an emergency situation, or while a union meeting is in progress and until Employees are able to resume work on site.

20.2 Delegates

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

There shall not be more than one (1) Delegate on a Cleary Bros Project. The delegate must be officially recognised as such by both Cleary Bros and the TWU.

20.3 Union Official (Visiting)

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

20.4. Disciplinary Procedure

Where Cleary Bros is satisfied that unsatisfactory conduct or performance has occurred, Cleary Bros will decide which of the following disciplinary actions it considers most appropriate given the seriousness of the unsatisfactory conduct or performance.

Any issue concerning application of the provisions of this procedure will be resolved strictly in accordance with these provisions and in accordance with Cleary Bros Business Management Procedures.

(a) First Written Counselling

- (i) Generally, on the first occasion that an employee exhibits unsatisfactory conduct or performance, the Employee shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving their standards.
- (ii) Confidential written records will be kept (First Written Counselling Form - Appendix 3 form 1) on any counselling undertaken, copy given to the Employee and the Employee's file will be marked accordingly.
- (iii) Following this discussion, the supervisor shall report the matter to the Transport Manager and/or the Divisional Manager in writing using the First Written Counselling Form. A copy shall also be supplied to the TWU delegate.

(b) Final Written Counselling

- (i) If further unsatisfactory conduct or performance occurs, or in the case of a more serious first offence, a final written warning shall be issued to the Employee (Final Written Counselling Form).
- (ii) This final written warning shall state that any further incident of unsatisfactory conduct or performance may lead to termination.

- (iii) Confidential written records will be kept (Final Written Counselling Form) on any counselling undertaken, a copy will be given to the Employee and the Employee's file marked accordingly.
  - (iv) Following this discussion, the supervisor shall report the matter to the Transport Manager and/or the Divisional Manager in writing using the Final Written Counselling Form. A copy shall also be supplied to the TWU delegate.
- (c) Termination on Notice
- (i) Termination on notice will normally only occur if the Employee's conduct or performance fails to improve following the issue of a final written warning. However, termination on notice may occur without prior warning if the incident of misconduct or poor performance is sufficiently serious to warrant this course of action.
  - (ii) If termination on notice is considered, a Termination Interview will be conducted by the Transport Manager and/or Divisional Manager to determine if the Employee's services are to be terminated.
  - (iii) The Termination Interview shall be completed using the appropriate form (Termination Interview Form, Appendix 3 form 3) and shall be conducted in the presence of another member of management and the TWU delegate.
- (d) Instant Dismissal
- (i) Cleary Bros may dismiss an Employee without providing notice and without prior warning for conduct that justifies summary dismissal. Such conduct shall include, but not be limited to, serious misconduct and gross neglect of duty.
  - (ii) If termination without notice is considered, a Termination Interview will be conducted by the Transport Manager and/or Divisional Manager to determine if the Employee's services are to be terminated.
  - (iii) The Termination Interview shall be completed using the appropriate form (Termination Interview Form) and shall be conducted in the presence of another member of management and the TWU delegate.
- (e) A witness shall be present for all counselling and termination interviews if required by either the Employee or management. See Appendix 3, for example of Counselling/Termination Interview Forms.

#### 20.5 Termination of Employment - General

- (a) Termination of employment for all Employees shall be in accordance with the terms specified in clause 19.4 of this Agreement.
- (b) Nothing in this clause shall affect the right of Cleary Bros to dismiss an Employee without notice for misconduct or refusal of duty.
- (c) Employees to be terminated under this Clause shall be suspended for 48 hours on full pay prior to the date on which such termination is planned to take effect to allow full review of circumstances of the Employee's termination by management and the TWU delegate.

#### 20.6 Site Access Passes

Following the induction of an Employee he or she will be issued with an Employee's Safety Card, which should be carried at all times whilst on site (refer CB 4.17).

Lost cards must be reported as soon as possible.

On many sites Cleary Bros will be required by condition of contract or in response to occupational health and safety requirements to control sites on a security basis. Visitors to the sites will require visitor's passes and Employees relocated on a temporary basis may require work permits prior to proceeding with work. Site staff will require identification badges.

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

## 21. Redundancies

- 21.1 Should there be an over-supply of labour due to completion of contracts or a general downturn of industry for any reason, redundancy of Employees may be necessary.
- 21.2 Redundancy means a situation where the job an Employee has been doing is no longer required to be done and this leads to the termination of the Employee's employment.
- 21.3 An offer of redundancy can be made to any individual Employee or group of Employees at any time where the circumstances in clause 20.2 have been met.

21.4

- (a) The following notice periods shall apply:

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

- (b) In addition to the notice above, Employees over 45 years of age at the time of the giving of notice with not less than two years continuous service shall be entitled to an additional weeks' notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

21.5 Severance Pay

Employees who are made redundant and terminated as a result are entitled to severance payment in accordance with the following scale:

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

After 6 years service an additional payment will be on the basis of three (3) weeks per completed year of service over six years, plus a pro-rata entitlement for completed months in the final year.

- 21.6 Total severance payment shall not exceed the equivalent of 52 weeks' pay.
- 21.7 Casual Employees are not entitled to receive any notice or severance pay for terminations on the grounds of redundancy.

## 21.8 Acceptable Alternative Employment

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

## 21.9 Transfer of Business

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

## 22. Chain of Responsibility

The Company has in place a procedure whereby contractors confirm in writing prior to payment for services that their obligations stated below are fully met.

- a) Payment of wages and allowances to all my/our employees
- b) Payments to all my/our nominated subcontractors
- c) Payment of all my/our statutory obligations including payroll tax if applicable
- d) Payment of my/our workers compensation insurance premiums (copy of workers compensation certificate of currency to be attached, if not previously provided)

Appendix No 4 contains a copy of the form to be executed by the contractor.

## 23. Additional Leave

### 23.1 Blood Donor Leave

- (a) An Employee who is absent during normal working hours for the purpose of donating blood shall be entitled to a maximum of two (2) hours leave on each occasion, subject to a maximum of four (4) separate occasions of leave per annum.

- (b) An Employee taking donor leave shall arrange for his or her absence to be on a day suitable to Cleary Bros operation and shall be in the last two hours before the end of his or her ordinary working hours.
- (c) An Employee shall not perform driving duties for at least 8 hours after donating blood.
- (d) The employee shall notify Cleary Bros as soon as possible (but at least 7 days prior to or as agreed with their supervisor) of the time and date upon which he or she is requesting absence for the purpose of donating blood.
- (e) Proof of the attendance of the Employee at a recognised place for blood donation and the duration of such attendance shall be furnished to the satisfaction of Cleary Bros.

### 23.2 Volunteer Emergency Services and Bush Fire Fighters Leave

- (a) Any Employee who is a member of a volunteer emergency service or bush fire brigade shall be entitled to take leave of absence if required to attend an emergency during a period that they would be ordinarily working.
- (b) Such entitlement to leave shall operate in the same manner as Personal/Carer's leave operates in Transport Industry (State) Award.
- (c) Proof of attendance at any emergency is to be furnished to the satisfaction of the Cleary Bros.

### 23.3 Union Picnic Day

- (a) The benefits of Clause 20 - Union Picnic Day of the Transport Industry (State) Award shall apply to all Employees who are covered by this Agreement and who are a financial member of the TWU.
- (b) Casual Employees hired directly by Cleary Bros who work a minimum of 38 hours per week and full time for a period of three months prior to the picnic day and who are financial members of the TWU are entitled to the Union Picnic Day in accordance with clause 22.4 (a).
- (c) Casual Employees hired through an employment hire agency of subcontract carriers are not entitled to the Union Picnic Day.

## **24. Employee Deductions**

All non statutory, agreed and subsequently deductions from an Employee's pay that have been authorised by the Employee shall be applied to the purpose of the deduction:

- (a) within 30 days of the deduction occurring; or
- (b) no later than the date to when the instalment is due to be paid to the recipient institution where the recipient institution has an instalment period of longer than 30 days;
- (c) all deductions made will appear on the employees next pay advice.

## **25. Union Recognition and Union Membership**

- (a) Cleary Bros recognises the TWU as being the union that shall represent Employees covered by this Agreement. This representation will extend to all other terms and conditions of employment as covered under the Parent Awards.
- (b) Cleary Bros makes a commitment to recommend, in compliance with the current laws, that all Employees covered by this Agreement shall join the TWU.

- (c) All new Employees covered by this Agreement shall, upon induction, be given an application form to join TWU if they so desire.

**26. Review and Negotiation**

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

**SIGNATORY PAGE**

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

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

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Bob Elvy  
Chief Executive Officer

For and on behalf of Transport Workers Union of New South Wales

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
State Secretary

Employee Members - Consultative Committee

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
Ron Bryant  
General Manager - Concrete, Quarrying and Transport

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_  
TWU Organiser

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX 1

**TABLE 1 - CLASSIFICATION**

Matrix Pay Rates		Wage Increase No 1	Wage Increase No 2	Wage Increase No 3
Classification	Wage Rate \$	1 January 2005	1 January 2006	1 January 2007
Transport Worker	Applicable as at 1 Jan 2004	5%	5%	5%
Grade 1	592.10	621.70	650.65	680.92
Grade 2	612.77	643.41	675.58	704.69
Grade 3	627.12	658.48	689.84	721.19
Grade 4	639.60	671.58	703.56	735.54
Grade 5	671.76	705.35	738.94	772.52
Grade 6	679.84	713.83	747.82	781.81
Grade 7	719.99	755.99	791.99	827.99
Grade 8	754.38	792.10	829.82	867.54

The above increases apply to the individuals employees pay rate received by them on 31/12/2004. The increase provided above will be applied to an employees ordinary rate of pay. The ordinary rate of pay shall mean the employees award rate plus over award payment. The ordinary pay rate after the increase for each employee party to this agreement is recorded in a written form in the wages record of the company which will be maintained at Cleary Bros office.

## APPENDIX 2

### PROTECTIVE CLOTHING AND UNIFORMS

Cleary Bros. shall issue to each employee:

2 Pairs Trousers, 3 Light Shirt with Cleary Bros Logo, 1 Jacket, 1 Sloppy Joe.

The employer shall supply suitable footwear to employee where necessary free of charge.

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

Suitable gloves, aprons, goggles, masks, ear / hearing protection and safety helmet shall be supplied by the employer for employees where necessary.

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

Suitable sun screen protection shall be supplied by the employer for all outside working conditions and this will comprise of a suitable wide brimmed canvas hat. In addition the recommended sunscreen lotion by the Cancer Council will be made available and accessible at all company sites and depots for the employees use.

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

Where an employee is required to grease machinery or vehicles or carry out work on BHP premises one pair of overalls will be supplied.

Protective clothing must be worn by all employees appropriate to the requirements of their job. Uniforms must be worn by all full time employees.

**APPENDIX 3 - (FORM 1)**

**FIRST WRITTEN COUNSELLING**

Employee \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_

Reason for Counselling Present \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Situation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employees Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commitments to change/prevent re-occurrence  
Employee \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Employer/Management \_\_\_\_\_  
\_\_\_\_\_

Review Date \_\_\_\_\_ Other Action \_\_\_\_\_

Signatures - Management \_\_\_\_\_ Name \_\_\_\_\_

Witness Union \_\_\_\_\_ Name \_\_\_\_\_

Other \_\_\_\_\_ Name \_\_\_\_\_

**OFFICIAL WARNING - FIRST COUNSELLING**

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

**YOU ARE HEREBY OFFICIALLY WARNED FOR THE ABOVE MATTER**

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



**APPENDIX 3 - (FORM 2)**

**FINAL WRITTEN COUNSELLING**

Employee \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_

Reason for Counselling \_\_\_\_\_

Present \_\_\_\_\_

Situation \_\_\_\_\_

Review Date/s \_\_\_\_\_

Situation \_\_\_\_\_

Employees Comments \_\_\_\_\_

Commitments to change/prevent re-occurrence

Employees comments \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Employer/Management \_\_\_\_\_

Review Date \_\_\_\_\_ Other Action \_\_\_\_\_

Signatures - Management \_\_\_\_\_ Name \_\_\_\_\_

Witness Union \_\_\_\_\_ Name \_\_\_\_\_

Other \_\_\_\_\_ Name \_\_\_\_\_

**OFFICIAL WARNING - FINAL COUNSELLING**

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

**YOU ARE HEREBY OFFICIALLY WARNED FOR THE ABOVE MATTER**

\* ANY FURTHER BREACH WILL LEAD TO TERMINATION OF EMPLOYMENT

**APPENDIX 3 - (FORM 3)**

**TERMINATION INTERVIEW**

Employee \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_

Date of first written counselling \_\_\_\_\_

Present \_\_\_\_\_

Summarial dismissal YES/NO

Reason for interview \_\_\_\_\_

Present \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Situation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employees Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Date of termination _____	Under notice	YES/NO
	Paid in lieu of notice	
	Summarial of dismissal	

Signature - Management \_\_\_\_\_ Date \_\_\_\_\_

Witness Union \_\_\_\_\_ Name \_\_\_\_\_

Other \_\_\_\_\_ Name \_\_\_\_\_

Termination advise provided YES/NO

Certificate of service requested YES/NO

Statement of service requested YES/NO

I \_\_\_\_\_ acknowledge this to be an accurate account of the termination interview

Employees Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX 4 - (A2)

### CONTRACTORS DECLARATION OF WAGES AND STATUTORY PAYMENTS

I/we declare that this statement applies to works undertaken for or on behalf of Cleary Bros (Bombo) Pty Ltd during the period \_\_\_/\_\_\_/\_\_\_\_\_ to \_\_\_/\_\_\_/\_\_\_\_\_ inclusive, and is to confirm that my/our obligations stated below have been fully met:-

- 1) Payment of wages and allowances to all my/our employees
- 2) Payments to all my/our nominated subcontractors
- 3) Payment of all my/our statutory obligations including payroll tax if applicable
- 4) Payment of my/our workers compensation insurance premiums (copy of workers compensation certificate of currency to be attached, if not previously provided).

I further state that where subcontractors have been engaged by me/us in carrying out the above works those subcontractors have provided similar undertakings concerning payment, including payment of payroll tax and workers compensation premium, and have provided me/us with evidence of workers compensation insurance being in place.

Declared by:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(for a company person must be a director or company secretary)

Company: \_\_\_\_\_

ABN: \_\_\_\_\_

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

## APPENDIX 5

### TWU DELEGATE CHARTER OF RIGHTS

TWU Workplace Representatives hold the most important role in the Union. The Union Representative has the key role of representing the collective and individual hopes, aspirations and needs of the workers in their workplace.

Workplace Representatives are critical in improving wages, conditions and health and safety in the workplace.

It is time that TWU Workplace Representatives received proper recognition through a charter of Workplace Representatives' Rights, and that these rights be enshrined in all enterprise bargaining agreements that the TWU is a party to.

TWU Workplace Representatives shall have the following rights:-

The right to be treated fairly and to perform their role as Union Delegate or Workplace Representative without any discrimination in their employment.

The right to formal recognition by the employer that endorsed Union Representatives to speak on behalf of Union members in the workplace.

The right to bargain collectively on behalf of those they represent.

The right to consultation, and access to information about the workplace and the business, excluding any information that is "Commercial in Confidence".

The right to paid time to represent the interests of members to the employer and to industrial tribunals.

The right to paid time during normal working hours to consult with Union members.

The right to paid time off to participate in the operation of the Union.

The right to paid time off to attend accredited Union education and training.

The right to address new employees about the benefits of Union membership at the time that they enter employment.

The right to discuss Union and workplace matters with all employees at the workplace.

The right to access to a telephone, facsimile, photocopying, internet and e-mail and office facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the Union.

The right to place Union information on a notice board in a prominent location in the workplace.

The right to take leave to work with the Union.

These rights enshrined in enforceable enterprise bargaining agreements.

**TWU Workplace Representatives shall have the following responsibilities:**

To provide awareness and understanding of the Union's aims and achievements whenever possible.

To know the profile of Union members in the workplace.

To recruit and involve employees in the workplace in the Union and its activities.

To be approachable and helpful to Union members in the workplace.

To seek out and encourage other Union members to take on roles and responsibilities.

To provide up to date and relevant Union information to Union members in the workplace.

To regularly undergo Union education and training.

To represent the views of the members.

To represent Union members fairly and accurately in negotiations and with individual grievances.

To keep in regular contact with the Union Organiser and other Union Representatives in the workplace.