

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/301

TITLE: Cleary Bros (Bombo) Pty Ltd - TWU Of Australia N.S.W. Branch

I.R.C. NO: 2001/4865

DATE APPROVED/COMMENCEMENT: 14 August 2001

TERM: 16 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 16 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 31

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged as Transport Workers but shall exclude Waste Site and Transfer Station Operations

PARTIES: Cleary Bros (Bombo) Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch



CLEARY BROS (BOMBO) PTY LTD

*TRANSPORT WORKERS UNION OF
AUSTRALIA N.S.W BRANCH*

ENTERPRISE AGREEMENT

*Registered
Enterprise Agreement
Industrial Registrar*

PRIVATE & CONFIDENTIAL

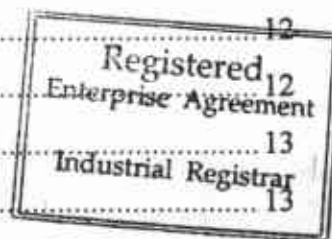
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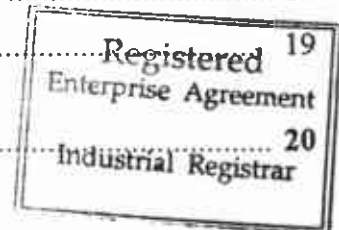
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**ENTERPRISE AGREEMENT -
Cleary Bros (Bombo) Pty Ltd - TWU OF AUSTRALIA N.S.W BRANCH**

Clause 1 Introduction

The Parties to this Enterprise Agreement agree that Cleary Bros. (Bombo) Pty Ltd (hereinafter called Cleary Bros) must continue to achieve real and sustained performance improvement by embracing a philosophy of continuous improvement. We aim to become an internationally competitive enterprise continually improving the level of customer satisfaction, employee satisfaction, product quality and productivity.

Cleary Bros has continued the introduction of a system of total quality management principles or Quality Assurance, to assist in achieving the above objectives. All employees will become familiar with these concepts and skill through training and involvement in project work.

Applications

.....
This Agreement shall apply and be binding upon:

- (i) Cleary Bros (Bombo) Pty Ltd
- (ii) Transport Workers Union of Australia N.S.W Branch, and
- (iii) Employees who are members or eligible to be members of the Transport Workers Union of Australia N.S.W Branch and are employed in accordance with the classification levels in Appendix 1 but shall exclude any Waste Sites and Transfer Station Operations which are the subject of a separate Enterprise Agreement.

Parties

The parties to the Agreement are Cleary Bros, and the Transport Workers Union of Australia N.S.W Branch.





Application of Parent Awards

This Enterprise Agreement will apply in conjunction with the Transport Industry (State) Award and the Transport Industry Quarried Materials (State) Award.

Provided that where there is any inconsistency between the respective Award and this Agreement, the Agreement will prevail.

Parent award provisions will apply.

- a) In relation to matters which this Agreement specifically indicates should be determined by reference to parent awards:
or
- b) Where there is no provision contained in this Agreement relating to the same or like matters.

Contract of Employment

Employment shall be by the week. Any employee not specifically engaged as a casual employee in accordance with Clause 3g) shall be deemed to be employed by the week.

Clause 2 Workplace Reform

a) Agreed Parameters for Workplace Reform

Participative Management and Work Organization

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





e) Quality Assurance

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.

The parties will utilize the "Non Conformance" mechanism to provide feedback on quality performance in all areas. Management will take responsibility for this occurring.

f) 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.

g) Multi-Skilling

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.

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.

h) EEO

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.





b) Wage Rate Structure

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

Eg: Grade 7

2.5% payable 1 April 1999	\$556.76
2.5% payable 1 August 1999	\$570.34
2.5% payable 1 February 2000	\$583.92
2.5% payable 1 April 2000	\$597.50
3.5% payable 1st January 2001	\$616.51
3.5% payable 1st October 2001	\$635.52
3.5% payable 1st July 2002	\$654.53

Where each increase is calculated using the base rate payable under the particular classification in effect immediately prior to the first of April 1999.

- (ii) These rates of pay will apply as the all purpose rate for Cleary Bros employees covered under this Agreement.
- (iii) Overtime penalties will be applied to the all purpose Rate for actual overtime hours worked.

c) 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.

d) Rates of Pay

No employee shall unreasonably refuse to undertake training provided by Cleary Bros in paid work time which would enable the employee to fulfill the substantive requirements of the skill level to which they have translated 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.

Appendix 1 - Table 1 shows the rate of pay applicable.

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Industrial Registrar



(This loading is in lieu of all paid leave and public holidays and to compensate for the nature of casual employment).

Casuals shall not be entitled to payment for:

- i) annual leave
- ii) bereavement leave
- iii) jury service leave
- iv) sick leave
- v) public holidays
- vi) any other leave item

h) Timesheets

.....

Timesheets shall be sent to the pay office at Port Kembla or given to the appropriate supervisor on a daily basis. Late timesheets received after 9.00 am Monday morning may not be processed until the following pay week. Timesheets or hire dockets incorrectly completed may result in the employees pay for that day being delayed.

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

Clause 4 Additional Allowances

a) Award Allowances

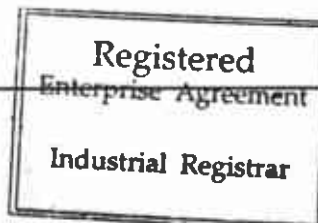
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In addition to the Wage Rates provided for in this Agreement only the following allowances will be paid under the condition provided for in the relevant parent awards.

- i) First Aid Allowance (Where the employee is the designated first aid officer)
- ii) Leading Hand (Responsibility) Allowance
- iii) Travel Allowance
- iv) Meal Allowance -

Meal Allowance will be payable:

- a) after one and a half hours of overtime worked at the end of a normal shift or,
- b) after four hours of overtime worked on a normal shift.





with employees by the relevant Divisional Manager or delegate responsible for the work area in which the employee works.

2(b) In time of Industry downturn in excess of 2 days. Employees may be asked to take R.D.O's and employees will assist by the taking of R.D.O'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.

iii) **RDO Accrual During Paid Leave**

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

iv) **Rest Break**

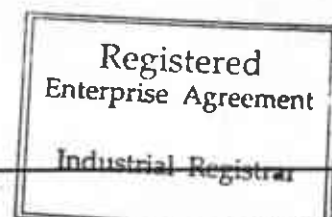
One paid fifteen (15) minute rest break shall be allowed to all employees covered by this Agreement during ordinary hours on any working day. Employees shall take the rest break at a time mutually agreed upon between Cleary Bros and its employees.

v) **Meal Break**

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

b) **Overtime**

Employees shall work such overtime as reasonably requested by Cleary Bros Management. Payment for overtime will only be made when such overtime is authorized by Cleary Bros Management.





e) 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 CB sites. This will however, in no way remove any obligation of individual subcontractors and employees.

f) Amenities

.....

Amenities on Cleary Bros projects shall be of a consistent standard and shall comply with the standards laid down in the relevant awards 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 nonproductive time shall be utilized to carry out these tasks.

g) - Protective Clothing

.....

All employees on Cleary Bros sites will be issued with protective clothing in accordance with Appendix 2 - Protective Clothing. Personnel 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 a uniform will not be paid and / or may be sent home to change into uniform.

h) Procedure for dealing with the Occupational Health and Safety issues.

.....

All employees shall comply with the OH&S Act and Cleary Bros' policies on OH&S and on Alcohol and Related Drugs Safety. Now contained in the Quality Manual under CB4.21.

Clause 7 Industrial Relations

a) Prevention of Industrial Disputes

.....

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



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.

The parties to the Agreement agree that work shall continue without interruption or dislocation throughout the period of discussions and negotiations. 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. 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 union from having reasonable consultations with its member during the period. It is also agreed that any meeting will be arranged to provide a minimum of interruption to Cleary Bros operations and to this end, it is agreed that a maximum of 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.

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

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 6 (h).

Clause 8 Income Security

a) 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:

- i) In the case of an employee claiming sick leave entitlements, he / she shall provide a doctor's certificate for all absences due to illness, after such employee has exhausted his/ her first 2 single day absences in the course of any completed year of service.

Where any employee begins to develop a pattern of excessive unjustified absences, a warning procedure shall be applied along with appropriate counseling of the employee.

- ii) Employees must notify their supervisor as soon as practical before the normal shift starting time if they will be absent due to sickness stating:



- iii) Notify through the Labour Council or ACTU, the unions party to this Agreement, of any demarcation dispute. Where they are not able to be resolved directly by the unions concerned, the Labour Council, or ACTU must participate in any discussions or meetings convened to try to reconcile the parties or protect members.

All parties to this Agreement reserve their right to submit matters in dispute to the appropriate Industrial Relations Commission.

b) 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.

i) **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.

ii) **Sub Contractors**

Cleary Bros' management shall engage sub contractors, as required. Sub contractors shall be required to meet all their statutory obligations as part of their sub contractor agreement.

iii) **Supervisors**

Employees will not unreasonably impose any limitations or enforce any limitations on Supervisors or Technical personnel, demonstrating the use of equipment or machinery from training purpose or 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.

c) Delegates

An employee appointed as a Delegate shall, upon notification by the Union to the employer and the Cleary Bros' site representative of the Union to which they belong, be allowed time during working hours subject to approval from Cleary Bros to submit to the employer matters affecting the employees he or she represents.



iii) **Termination**

Where the same, or similar behavior is repeated a Termination Interview will be conducted by the Project Manager or Divisional Manager to determine if the employees services are to be terminated.

The termination interview shall be completed using the appropriate form (Termination Interview Form, see appendix 3 form 3) and shall be conducted in the presence of another member of management and the union delegate.

iv) **Instant Dismissal**

There will be occasions when the warning system is not appropriate such as serious misconduct, in which case instant dismissal is the appropriate procedure. The employee's Delegate shall, where applicable, be informed of the circumstances prior to the dismissal.

v) **Termination of Employment - General**

Termination of employment for all employees shall be in accordance with the terms specified in clause 9 (e) of this Agreement.

Nothing in this clause shall affect the right of Cleary Bros to dismiss an employee without notice for misconduct or refusal of duty.

Employees to be terminated under this Clause shall be suspended for 48 hours on full pay prior to such termination taking effect to allow full review of circumstances of termination by management and union delegate.

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.

f) **Site Access Passes**

Following the induction of an employee he / she will be issued with an Employees 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 OH&S requirements to control sites on a security basis. Visitors to the sites will require visitors passes and employees located on a temporary basis may require work permits prior to proceeding with work. Site staff will require identification badges.


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




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: 18. 6. 2001
Bob Elvy
Chief Executive Officer

For and on behalf of Transport Workers Union of Australia (New South Wales Branch)

Signed by:  Date: 22.6.2001
State Secretary

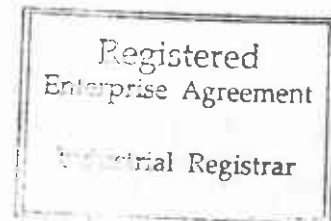


**Enterprise Bargain Agreement
Cleary Bros (Bombo) Pty Ltd / TWU of Australia N.S.W Branch**

APPENDIX 1 - TABLE 1 CLASSIFICATION

Matrix Pay Rates		Wage Increase No.1 1 April 1999	Wage Increase No.2 1 Aug. 1999	Wage Increase No.3 1 Feb. 2000	Wage Increase No.4 1 April 2000	Wage Increase No.5 1 Jan. 2001	Wage Increase No.6 1 Oct. 2001	Wage Increase No.7 1 July 2002
Classification	Wage Rate \$							
Transport Worker	Applicable as at 31 March 1999	2.5%	+2.5%	+2.5%	+2.5%	+3.5%	+3.5%	+3.5%
Grade 1	446.70	457.87	469.04	480.20	491.37	507.00	522.64	538.27
Grade 2	462.30	473.86	485.42	496.97	508.53	524.71	540.89	557.07
Grade 3	473.11	484.94	496.77	508.60	520.43	536.99	553.55	570.11
Grade 4	482.54	494.60	506.67	518.73	530.79	547.68	564.57	581.46
Grade 5	506.80	519.47	532.14	544.81	557.48	575.22	592.96	610.69
Grade 6	512.90	525.72	538.55	551.37	564.19	582.14	600.09	618.04
Grade 7	543.18	556.76	570.34	583.92	597.50	616.51	635.52	654.53
Grade 8	569.13	583.36	597.59	611.82	626.04	645.96	665.88	685.80

The above increases apply to the individuals employees pay rate received by them on 31/03/1999. 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 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 3)

TERMINATION INTERVIEW

Employee _____ Department _____ Date _____
Date of first written counselling _____
Date of final written counselling _____
Summarial dismissal YES / NO
Reason for interview _____
Present _____

Situation _____

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 YES / NO
Summarial dismissal YES / NO

Signature - Management _____ Date _____
Witness Union _____ Name _____
Other _____ Name _____

Termination advise provided YES / NO
Certificate of service requested YES / NO
Statement of service requested YES / NO

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

Employees Signature _____ Date _____

