

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/85

TITLE: Custom Transportable Buildings Kooragang Proprietary Limited - AMWU, AWU and Employees Enterprise Agreement 2005

I.R.C. NO: IRC6/165

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 3 March 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Custom Transportable Buildings Kooragang Pty Ltd, located at 64 Greenleaf Road, Kooragang NSW 2304, who are engaged in the fabrication, finishing and installation of transportable buildings and work reasonably ancillary to the above, who fall within the coverage of the following awards: Metal, Engineering & Associated Industries (State) Award, Joiners (State) Award and the Engine Drivers, &c., General (State) Award.

PARTIES: Custom Transportable Building Kooragang Pty Ltd -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, The Australian Workers' Union, New South Wales

**CUSTOM TRANSPORTABLE BUILDINGS KOORAGANG
PROPRIETARY LIMITED- AMWU, AWU AND EMPLOYEES
ENTERPRISE AGREEMENT 2005**

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1. TITLE

This Enterprise Agreement shall be known as the *Custom Transportable Buildings Kooragang Proprietary Limited- AMWU, AWU and Employees Enterprise Agreement 2005*.

2. DEFINITIONS

Company:	<i>Custom Transportable Buildings Kooragang Proprietary Limited, ABN 23 111 897 324</i> 64 Greenleaf Road, Kooragang, New South Wales, 2304
Parent Awards:	<i>Metal, Engineering & Associated Industries (State) Award [MEISA];</i> <i>Joiners (State) Award [JSA];</i> <i>Engine Drivers General (State) Award [EDGA]</i>
Unions	<i>the Australian Manufacturing Workers Union, New South Wales Branch [AMWU]</i> <i>the Australian Workers Union, Newcastle, Central Coast & Northern Regions Branch [AWU]</i>
Agreement	<i>Custom Transportable Buildings Kooragang Proprietary Limited- AMWU, AWU and Employees Enterprise Agreement 2005</i>
Act	<i>The Industrial Relations Act 1996 (NSW)</i>

3. PARTIES AND PERSONS BOUND

- 3.1 This agreement will be binding on the following parties:
- 3.1.1 the Company in respect to all of its employees in New South Wales engaged in the fabrication, finishing and installation of transportable buildings and all work reasonably ancillary to the above; and
 - 3.1.2 the Australian Manufacturing Workers Union, New South Wales Branch; and
 - 3.1.3 the Australian Workers Union, Newcastle Branch; and
 - 3.1.4 the Employees of the Company, whether members of the Unions or not, who are engaged in any of the occupations, callings or industries specified in the Parent Awards ["the Employees"].

4. RELATIONSHIP BETWEEN PARENT AWARDS and BETWEEN THE AGREEMENT AND PARENT AWARDS

- 4.1 Subject to subclause 4.2, this Agreement is supplementary to, and shall be read and interpreted together with the Parent Awards as varied from time to time and any successor to those Awards.
- 4.2 In applying this Agreement and the Parent Awards the following rules apply:
- 4.2.1 Where this Agreement deals with a matter, the Agreement will apply and will override the Parent Awards to the extent that the Agreement is inconsistent with the Awards.
 - 4.2.2 Where the Agreement does not deal with a matter, the terms and conditions of the *Metal, Engineering & Associated Industries (State) Award [MEISA]* as varied from time to time will apply to all Employees covered by this Agreement instead of the Award that would otherwise have applied, EXCEPT for the following:

- (a) if this Agreement refers specifically to a Parent Award in dealing with a matter, that part of the Parent Award that the Agreement refers to will apply to the extent that the Agreement specifies;
- (b) wage rates for apprentices, trainees and juniors, will continue to be those prescribed in the relevant Parent Awards; and
- (c) the classification definitions and descriptions in the relevant Parent Award will be used to establish the appropriate comparisons and to apply the classification structure set out in this Agreement.

5. DURATION OF THE AGREEMENT

- 5.1 This Agreement shall apply from the beginning of the first full pay period commencing or after the date of approval of the Agreement by the Industrial Relations Commission of New South Wales. The Agreement shall remain in force for 1 year from the date of approval.
- 5.2 No later than three (3) months before expiry date of this Agreement the parties will commence discussions concerning a future agreement.
- 5.3 In accordance with the Act, this Agreement shall continue to apply beyond its nominal expiry date until it is replaced by another agreement or terminated in accordance with s44 of the Act.

6. NO EXTRA CLAIMS

- 6.1 It is a term of this Agreement that the Company, the Unions or the Employees will not pursue any further claims against the other parties while this Agreement is in force.

7. COMPANY CONSULTATIVE COMMITTEE

- 7.1 The Company will establish and maintain a Consultative Committee as a forum for effective communication between the parties,
- 7.2 A Consultative Committee will be made up of an equal number of management representatives and employee representatives elected by the Employees. The parties agree that there will be a maximum of three representatives from management, one representative of each union party to the Agreement, one representative of those Employees who are not union members and one representing those Employees on regular night shift.
- 7.3 The principle purposes of the Committee will be to-
 - 7.3.1 monitor the implementation of the terms of this Agreement;
 - 7.3.2 facilitate the process of workplace reform through consultation;
 - 7.3.3 ensure Employees are properly consulted in respect of issues impacting on their wages, working conditions and job security;
 - 7.3.4 monitor, discuss, develop and / or recommend measures or actions in respect of but not limited to:
 - productivity;
 - job security;
 - skills audit and training;
 - management of quality assurance;
 - Occupational Health and Safety;
 - removal of restrictive work practices; and

- rehabilitation of injured Employees;

7.4 Employees will be encouraged to have input through the Consultative Committee into methods of decreasing idle time, absenteeism and removing restrictive work practices.

8. OBJECTIVES

8.1 In making this Agreement the parties aim to:

8.1.1 maximise the company's competitive position and thus its viability and profitability; and, as a consequence,

8.1.2 promote a happy and stable workforce by providing employees with superior wages and conditions, a high level of health and safety in the workplace and access to satisfying career paths; and

8.1.3 achieve greater job security for employees and the opportunity to fully utilise existing and new skills, thereby making work more interesting and challenging by:

- (a) providing a culture for change;
- (b) promoting customer satisfaction through improved efficiency, quality of work and performance;
- (c) improving efficiency and productivity through:
 - streamlining work processes;
 - encouraging multi-skilling and removing any remaining demarcations; and
 - encouraging employees to upgrade and broaden their existing skills by undertaking appropriate training.
- (d) establishing skills-related career paths for Employees;
- (e) pursuing the implementation of quality assurance and a total quality system and thus reducing or eliminating rework and waste;
- (f) creating a dispute-free environment through consultation and common purpose; and
- (g) maintaining and enhancing Company Occupational Health and Safety performance.

9. TERMS OF EMPLOYMENT

9.1 Employment Application Form

All prospective Employees shall be required to fill out the Company pre-employment application form. The form will include a notice to prospective employees that this Agreement will apply to their employment. The Company may terminate the employment of the Employee if it is found that the Employee has provided any information which the Employee knew, or should reasonably have known, was false.

9.2 Pre-Employment Medical

The Company may require a prospective Employee to undertake a pre-placement medical examination, and the cost of such an examination will be paid by the Company.

9.3 Probationary Period

New Employees shall be subject to a probationary period subject to the following conditions:

- 9.3.1 The probationary period shall be the first 3 months of employment with the Company and may be extended for up to a further 3 months by the Company if, in the Company's view, this is warranted by the employee's performance and conduct.
- 9.3.2 If the Company intends to extend an Employee's probationary period it shall give the Employee written notice of this before the end of the initial 3 month probationary period and the notice shall specify the reasons for the proposed extension and the period by which the probationary period will be extended. Such a notice does not constitute a final warning.
- 9.3.3 After giving the Employee the notice referred to in subclause 9.3.2 and before any extension takes effect the Company will meet with the Employee and give him or her a reasonable opportunity to respond to the Company's reasons for extending the probationary period, and management will consider the Employee's response in making its decision as to the action to be taken. The Employee may have a support person present during such a meeting.
- 9.3.4 During the probationary period either party may terminate the employment by giving the appropriate period of notice, or payment or forfeiture of pay in lieu of notice as the case may be.
- 9.3.5 Termination during the probationary period shall not constitute unfair, harsh, unreasonable or unjust dismissal.

9.4 **Work to limits of skills and experience**

Notwithstanding an Employee's classification and subject to the maintenance of proper safety standards at all times, all Employees will use any technology and perform any duties which are within the limits of their skill, competence and training. Provided that:

- 9.4.1 where an Employee is directed to carry out duties which are above his/her classification level, the mixed functions provision of *MEISA* (subclause 5.1.4) shall apply; and
- 9.4.2 the company shall not use this provision to systematically deskill or to downgrade an Employee.

9.5 **Termination of Employment**

MEISA clause 4.3 will apply.

For convenience only the notice periods specified in subclause 4.3.1 of MEISA are summarised here:

<i>Period of Service</i>	<i>Period of Notice</i>
<i>1 year or less</i>	<i>1 week</i>
<i>1 year and up to the completion of 3 years</i>	<i>2 weeks</i>
<i>3 years and up to the completion of 5 years</i>	<i>3 weeks</i>
<i>5 years and over</i>	<i>4 weeks</i>

In addition to the above notice periods, an employer who is over 45 years of age and has not less than 2 years' service will be entitled to an additional week's notice.

An employee giving notice to the employer must give the same period of notice as specified in the table but is not required to give an extra week's notice based on the age of the employee.

10. WAGE RATES/REMUNERATION

10.1 Classifications

Employees covered by this Agreement shall be classified in accordance with the Classification Table at Appendix A. Any dispute about an Employee's classification shall be dealt with in accordance with the Agreement Dispute Settlement Procedures.

10.2 Wage Rates

10.2.1 In recognition of the efficiencies and productivity measures contained in the Agreement, Employees covered by it will receive the rates of pay and allowances set out at Appendix B.

10.2.2 It is agreed that these rates are significantly above the Award rates that would otherwise apply and that this increase is in recognition of the employees' commitment to increasing their skills (including obtaining additional qualifications and tickets), increasing the quality of their work and reducing re-work and waste. It is further agreed that when wage rates are being reviewed during discussions about the next agreement, any increase in wage rates will be directly related to the extent to which the quality of work and employee skill levels improved during the life of this Agreement.

10.2.3 The rates at Appendix B are inclusive of the following components:
Base salary which, where applicable, comprehends the Award wage rate including base rate, supplementary payment, safety net adjustments up to and including the 2005 State Wage Case, and Special Allowance and Industry Allowance (where applicable);

10.3 Tool Allowance

Tool allowance will be paid in accordance with the relevant Parent Award. Tool allowance for Boilermakers will be back-paid with effect from the first pay period beginning on or after 16 August 2005. The parties acknowledge that employees otherwise covered by the *Joiners (State) Award* have been paid Tool Allowance strictly in accordance with that award.

10.4 Wage Increases

10.4.1 The rates set out at Appendix B will be increased by the same amount and with the same date of effect as *MEISA*.

10.4.2 It is agreed that there will be no other increases to wages or allowances for Employees under this Agreement except for Award variations to expense related allowances and other allowances not dealt with by this Agreement

10.4.3 If the Award wage rate exceeds the rates provided for under this Agreement, the Award rates shall apply.

10.5 Apprentices & Trainees

Wage rates and allowance for apprentices, trainees and juniors will be in accordance with the relevant Parent Award.

11. PRODUCTIVITY ALLOWANCE

11.1 In recognition of the increased productivity which will accrue through Employees gaining and using skills over and above those directly required by their classification, a company productivity allowance will be paid to Employees who obtain one or more of the qualifications specified below and use them regularly.

11.2 The allowance will be paid in accordance with the following scale:

Level	Eligibility Criterion	Amount \$ [per Week]
1	For holding and using any of the tickets or qualifications listed below- allowance per ticket Ticketed Scaffolder; Ticketed Rigger; Boom-lift operator (20m boom length or more) Unlimited fork-lift ticket	10.00
2	For holding and using any of the tickets or qualifications listed below- allowance per ticket overhead crane operator; Workcover recognised CPR qualification Fork-lift up to 10 tonnes Elevated work platform ticket	5.00

11.3 An employee will be entitled to be paid a productivity allowance in respect of each of the above tickets that he/she holds and uses at the rate set out in the table, provided that the maximum allowance payable shall be \$25.00 per week.

11.4 The allowance will not be taken into account for the calculation of overtime or premium rates. It will not be paid during periods of leave.

11.5 The allowance will be adjusted at the same time and by the same proportion as the all-purpose allowances prescribed at subclause 5.9.1 of *MEISA*.

12. COMMITMENT TO QUALITY

12.1 The Employees and Company acknowledge that company profitability, job security and the company's ability to pay high wage rates depend directly on the quality of the Company's product, meeting time and cost budgets, and the competitiveness of its pricing.

12.2 The parties commit themselves to increase the quality of work so as to maintain and increase the quality of the Company's product and identify any opportunities to increase the efficiency of the Company's manufacturing processes. This will be achieved by:

12.2.1 *management* reviewing its manufacturing processes and management to identify areas for improvement and reduction of wasted time, materials and work;

12.2.2 *supervisors* ensuring that all production employees are aware of the standards required, that the necessary information and resources are provided to enable production to proceed efficiently and on time, and monitoring production to ensure that standards are met at all times and take immediate corrective action if they are not (including arranging additional training where appropriate); and

- 12.2.3 *production employees* taking all necessary care to ensure that their work is produced to at least the required standard at all times without rework and with minimum waste.
- 12.2.4 *management and all employees* working in accordance with the requirements of customers' quality management systems and the Company's Quality Assurance system.
- 12.2.5 *all parties* remembering that if our product is not made to the best possible quality at the time and cost that the customer demands, then the customers will go elsewhere- and we are *all* out of work.

13. PAYMENT OF WAGES

The following provisions shall apply to all Employees:

- 13.1 Wages shall be paid weekly so as to be available in the Employee's account by close of business each Thursday.
- 13.2 All wages, allowances and other monies shall be paid by electronic funds transfer into an account nominated by the Employee with a recognised financial institution.
- 13.3 When an Employee leaves the Company's employment of his/her own accord, his/her termination pay will be banked into the Employee's account at the end of the next pay period. Where the Company terminates an Employee, his/her termination pay will be paid by cheque or through electronic funds transfer into the Employee's bank account as per the relevant Award provision.
- 13.4 The Company shall comply with all provisions in relation to the keeping of time and wage records and production of pay slips prescribed by the *Industrial Relations Act 1996*.

14. SUPERANNUATION

- 14.1 The Company will make superannuation contributions on behalf of each eligible employee at the rate prescribed pursuant to the Superannuation Guarantee (Administration) Act, 1992 of the Commonwealth (9% of ordinary time earnings at the date of making of this Agreement). Contributions shall be made into one of the funds prescribed in the Parent Awards or other complying Occupational Superannuation Fund agreed between the Company and an individual Employee.
- 14.2 All superannuation contributions will be paid monthly or otherwise in accordance with the requirements of the relevant Fund.

15. REDUNDANCY

- 15.1 The redundancy provisions prescribed at clause 4.4 of *MEISA* will apply to all full-time and part-time employees covered by this Agreement, subject to the additional provisions set out below. They shall not apply to casual employees, apprentices or trainees.
- 15.2 **Redundancy Fund**
 - 15.2.1 The Company will make contributions on behalf of each employee into an approved Redundancy Fund such as ACIRT, MERT or NEST. The Fund will be agreed by consultation between the Company and the employees.
 - 15.2.2 If an employee is entitled to a redundancy payment in accordance with clause 4.4 of *MEISA*, (s)he will be entitled to be paid either the amount standing to his/her

credit in the Account or the Award entitlement as per clause 4.4.5 of *MEISA*, whichever is the greater.

15.2.3 The Company shall make a contribution to the Account in respect of each Employee other than casuals, apprentices, trainees and juniors of the amount of \$40.00 per week, which shall be backdated to the first pay week beginning or of after 1 January 2005 or from the commencement date of an employee's employment if the employee commenced after 1 January 2005. From the first pay week commencing after 16 August 2005 the contribution will be increased to \$60.00 per week. Contributions shall be paid into the Account monthly.

15.2.4 The Company will continue to make contributions until the balance standing to the employee's credit in the Account equals or exceeds the maximum benefit payable under clause 4.4.5 of *MEISA* (16 weeks pay in respect of an employee under 45 years of age or 20 weeks pay in respect of an employee 45 years of age or over) for the classification of the employee, at which time the Company may cease to make contributions.

15.3 Selection for Redundancy

15.3.1 The parties agree that in the spirit of this Agreement, terminations in redundancy situations will be consistent with the objectives and goals of the Company and the workforce. Selection for redundancy shall be decided on, but not limited to, issues such as skills and ability, diligence, experience, length of service to the Company, anticipated skills and future labour requirements.

15.3.2 When redundancies are deemed necessary there will be appropriate consultation. The Company will ensure there will be fair treatment in the selection of employees for redundancy.

16. HOURS OF WORK/ROSTERED DAYS OFF

16.1 Hours of Work

16.1.1 Subject to the provisions set out in this clause, ordinary hours of work shall be as per *MEISA* clause 6.1.

16.1.2 Ordinary hours of work may be worked between 6.00 am and 7.00 pm. The usual pattern of working ordinary hours will be for work to commence at 7:00 a.m., there to be two breaks of 20 minutes each for "smoko" and a meal break, and work to finish at 3:30 p.m.

16.1.3 Provided that this pattern may be varied by agreement between the Company and the Employees. Such agreements may be made either with the whole workforce or with groups of employees or with individuals as circumstances require.

16.2 Rostered Days Off

16.2.1 The ordinary working hours shall be worked in a 20 day cycle, Monday to Friday inclusive, with 8 hours worked for each of 19 days with 0.4 of an hour accruing for a paid Rostered Day Off [RDO]. The accrual applies on all days worked (except RDOs) and during periods of paid leave. RDOs shall be taken as provided below.

16.2.2 The following system is agreed in respect of RDOs:

- (a) Employees will be rostered to take their RDOs on various days of the week in a particular work cycle so that each employee has one day off during that cycle;

- (b) The rostered RDO may be worked where that is required by the employer and such work is necessary to meet urgent orders or other customer requirements, to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular project or for other reasons arising from unforeseen circumstances, in which case, the employee will take the missed RDO on another day agreed between the employee and the Company.
- (c) Subject to the Company's reasonable requirements, an Employee may take an RDO on a day other than the rostered RDO, provided that the Employee must give at least one week's notice of his/her wish to vary the day on which the RDO is to be taken.
- (d) Should an employee's rostered RDO fall on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle or the next is agreed upon in writing between the Company and the employee.
- (e) By agreement between the Company and an employee, the employee may bank up to five (5) RDOs. Records of each employee's RDO status will be kept by the Company and made available to the employee upon request. Banked RDOs must be taken within 12 months of their being banked. This will apply only to RDOs accrued after this Agreement comes into effect.
- (f) Each day of paid leave taken (except an RDO) and any public holiday occurring during any cycle of four weeks shall be counted as a day worked for accrual purposes.
- (g) This paragraph applies to employees who have not accrued a full RDO because they have not worked or have not had paid leave or public holidays which count towards the RDO to make up the full 19 working days of the cycle. Such an employee will accrue a *pro rata* entitlement for each day worked and for each day of paid leave or public holiday occurring in the cycle, and will be paid *pro rata* entitlements for the RDO or, in the case of termination of employment, on termination.

17. OVERTIME, WEEKEND & PUBLIC HOLIDAY WORK

- 17.1 The provisions of the relevant Parent Award will apply to overtime and weekend work.
- 17.2 The provisions of MEISA clause 7.7 (Public Holidays) will apply to all employees. The Union Picnic Day holiday prescribed in JSA is replaced by the additional Easter Tuesday public holiday prescribed under MEISA subclause 7.7.1(b).

18. SHIFT WORK

- 18.1 Shift work shall be in accordance with MEISA clause 6.2.

19. WORK ON SITE

- 19.1 The Company may direct Employees to attend for work at a customer's site as required. In such cases the provisions of MEISA subclause 5.9.4 will apply, subject to the following.
- 19.2 An employee for whom the Company provides or offers to provide transport to and from the work site shall not be entitled to be compensated for excess fares but shall be entitled to excess travel time based on the time reasonably required to travel to the site by car.

19.3 An employee who uses his or her own vehicle to travel to the work site shall be paid an allowance per kilometre for the distance actually travelled over and above the distance the employee would usually travel to and from his/her usual workplace. This allowance shall be paid at the rate specified for the vehicle by the Australian Taxation Office.

19.4 An employee who is directed to attend for work at a site from which it is unreasonable for him/her to return to his usual place of residence each night shall be paid the following allowances where the Company:

19.4.1 pays for accommodation but not meals: \$35.00

19.4.2 does not pay for either accommodation or meals: \$80.00.

No allowance will be payable where the company meets the cost of meals and accommodation.

19.5 Provided that:

19.5.1 the allowances prescribed at subclause 19.4 will not be paid at weekends where an employee returns home;

19.5.2 where an employee reasonably incurs costs over and above the allowances paid he/she will be reimbursed the additional amount on production of satisfactory evidence of the costs incurred.

19.5.3 the above allowances shall be increased at the same time and by the same percentage amount as the allowance payable under clause 37.3(b) of the *Building & Construction Industry (State) Award*.

19.6 The Company's Occupational Health & Safety policies and procedures, including policies and procedures concerning Drugs and Alcohol, apply in respect of all work at customer's sites. Employees working at customer's sites are also representing the company and must act in accordance with the Company's Code of Conduct and in a way that will ensure the good name and reputation of its Employees and the Company. Any breach of OHS requirements or the Code of Conduct and any inappropriate behaviour will be dealt with as serious misconduct.

20. SICK LEAVE

20.1 Sick leave for all employees shall be as prescribed in MEISA clause 7.3 **EXCEPT THAT** in each year of service, including the first year, an employee shall be entitled to eight (8) days sick leave per year (64 hours for employees who normally work more than 8 ordinary hours per day).

20.2 Subclauses 7.3.1(d) and (e) of MEISA are therefore REPLACED by the following:

20.2.1 An employee shall be entitled in each year of his/her service with the Company of up to eight (8) days ordinary time as sick leave, or in cases where he/she normally works more than eight (8) hours per day, he shall be entitled to up to sixty-four (64) hours of ordinary time.

20.2.2 Provided that during the first eight months of any period of service with the Company, the employee will be entitled to sick leave which will accrue at the rate of one day of ordinary working time for each completed month of service up to the maximum of eight days (or sixty-four ordinary hours, where applicable). On application by the employee during the ninth month of employment and subject to

the availability of an unclaimed balance of sick leave the employee shall be paid for any sick leave taken during the first eight months and for which the employee has not been paid.

20.3 Accrued sick leave shall not be paid out on termination.

21. INCLEMENT WEATHER

21.1 The parties agree that should any part of the workplace be affected by inclement weather by virtue of which it is either not reasonable or not safe for Employees to continue working in that area, those Employees shall relocate to a safe part of the workplace for productive work, which may be any work within an employee's skills and competence whether or not it is work within the employee's classification. This may include cleaning, maintenance or other "housekeeping" activities.

21.2 'Inclement weather' means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like or any combination thereof).

21.3 The parties agree that inclement weather does not automatically create unsafe working conditions. However, no Employee will be expected to work in unsafe conditions due to inclement weather. Employees shall continue to work in inclement weather where it is safe to do so if appropriate protective clothing (e.g. waterproof or warm jackets), is supplied by the Company.

21.4 Where there is no productive work available, Employees will undertake activities such as skill development, production / upgrade of skill modules, OH&S training, presentation and participation in learning, work planning, work place organisation and cleaning.

21.5 All parties are committed to an early resumption of work following any cessation of work which results from inclement weather.

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

22. CLOTHING ISSUE

22.1 All Employees will be required to present ready for work with appropriate footwear. If a new Employee does not have appropriate footwear the Company will supply it. This footwear will be replaced on a fair wear and tear basis on the condition that old footwear is presented for inspection if required.

22.2 After completing 152 ordinary hours of employment, new Employees will be eligible for a clothing issue in accordance with the following subclauses.

22.3 Employees each year will be issued with the following:

- * two (2) long-sleeved shirts
- * two (2) pairs of trousers
- * one (1) warm jacket and
- * one (1) pair of boots.

22.4 Clothing will be replaced on a fair wear and tear basis. Replacement will not be on demand but will be ordered when the request for replacement is made.

22.5 Employees must wear Company-provided clothing, launder it and maintain it in a tidy manner, so as to display a professional Company image.

- 22.6 Employees will be required to wear appropriate clothing in an effort to provide protection from the harmful effects of UV exposure.
- 22.7 Additional personal protective equipment e.g., gloves, eye protection, sun protection will be supplied where required.
- 22.8 It is a condition of employment with the Company that Employees must wear or use any protective clothing equipment supplied as required by the nature of the work or as directed by the Company. Employees must wear hard hats and steel capped boots at all times. Protective clothing and equipment must be worn and used in the proper manner at all times.

23. LABOUR HIRE

- 23.1 Labour Hire workers on Company sites shall be paid the rates and allowances prescribed under this Agreement.
- 23.2 Where a Labour Hire worker has been engaged continuously on Company sites for a period of 12 weeks, the Company will give consideration to engaging him/her as a direct employee subject to the Company being reasonably satisfied that there is continuous work available and there is a reasonable prospect of continuing employment with the Company for the worker.
- 23.3 Where a Labour Hire worker is employed under subclause 23.2:
 - 23.3.1 The employee will not be subject to a probationary period.
 - 23.3.2 The employee's period of service for the purpose of accruing leave and redundancy entitlements will commence from the date that the worker is employed directly by the Company.

24. TRAINING AND RELATED MATTERS

- 24.1 The parties recognise that in order to increase the efficiency and productivity of the Company a commitment to structured training and skill development is required. Accordingly the Company commits to:
 - 24.1.1 providing Employees with the opportunity to acquire additional skills through appropriately structured training based on nationally endorsed competency standards and curriculum; and
 - 24.1.2 encouraging Employees to seek formal recognition of skills through Recognition of Prior Learning.
- 24.2 The Company will consult Employees in respect of appropriate training which:
 - 24.2.1 is consistent with Company business requirements;
 - 24.2.2 is relevant to the needs of the Employees;
 - 24.2.3 may be taken either on or off the job;
 - 24.2.4 may be conducted outside normal hours, including at weekends;
- 24.3 Where, after consultation, a decision is made that Employees should undertake particular training, the Company may direct Employees to attend such training provided that in scheduling the training the Company will take the reasonable needs of the Employees into account.

- 24.4 Any training costs for courses meeting the above criteria will be paid by the Company in accordance with guidelines agreed by the Company Consultative Committee or arising from workforce consultation. The Company will not be requested to meet the costs of training undertaken by Employees which is not approved in advance by the Company.
- 24.5 Where training is undertaken outside normal working hours including weekends, Employees will not be paid for that time but will be entitled to take time off in lieu at a mutually agreed later time. Such time in lieu will be on the basis of an hour in lieu for each hour spent in training (including time in excess of one hour in total spent in travelling to and from the training venue).
- 24.6 As time spent at training activities is effectively working time, the Company's Occupational Health & Safety policies and procedures, including policies and procedures concerning Drugs and Alcohol, apply in respect of all training, whether on or off site. Employees undertaking training off-site are also representing the company and must act in accordance with the Company's Code of Conduct and in a way that will ensure the good name and reputation of its Employees and the Company. Any breach of OHS requirements or the Code of Conduct and any inappropriate behaviour will be dealt with as serious misconduct.

25. OCCUPATIONAL HEALTH AND SAFETY

25.1 Principles

- 25.1.1 The parties to this Agreement are committed to ensuring the safety, health and welfare of all employees and other persons who may enter the workplace. This includes the safe operation of machinery and equipment, the observance of safe working practices, and the proper use of all personal safety equipment.
- 25.1.2 To facilitate this, all employees will be made aware of Company OH&S, policies, rules and procedures.
- 25.1.3 Employees must adhere to the Company's OH&S policies, rules and procedures at all times in the workplace. Any breach of the Company's OH&S policies, rules and procedures will be regarded as serious misconduct and may lead to disciplinary action or dismissal.
- 25.1.4 Any interference with or misuse of equipment supplied for health and safety purposes or any acts or omissions which might create a risk to the health or safety of any person in the workplace will be regarded as serious misconduct and may lead to disciplinary action or dismissal.
- 25.1.5 All occupational health and safety issues will be resolved in strict accordance with the relevant legislation and Workcover Codes of Practice (where applicable).

25.2 Health & Safety Procedures

- 25.2.1 If a health or safety issue arises, the matter must immediately be brought to the attention of the immediate supervisor. He/she shall assess the situation and arrange to have the problem rectified as necessary and the Employees relocated to safe work areas whilst rectification work is being carried out. Training or other appropriate activities may be undertaken until the matter is resolved.

- 25.2.2 Where a safety problem exists, work shall cease only in the affected area. Work shall continue elsewhere unless there is no safe access to working areas. However, any problem of access shall be immediately rectified and the Employees will use alternate safe access to such working areas while the usual access is being rectified. No employee will be allowed to work in an unsafe area other than for safety rectification purposes.
- 25.2.3 Should a dispute arise over a safety issue, immediate inspection of the disputed area by both Company representatives and the site safety representative shall take place. If there is more than one area thought to be unsafe, the Company and safety representative will nominate in order of priority the areas to be inspected.
- 25.2.4 On verification that rectification has been completed, work will resume. If necessary, such resumption shall take place in stages as each area has been cleared.
- 25.2.5 Any disagreements between Company and the Site Safety Representative(s) shall be determined by the recommendation of a Workcover NSW Inspector.

26. DISPUTE SETTLEMENT PROCEDURES

- 26.1 The parties acknowledge that it is their intention to ensure as far as that disputes or grievances are avoided or settled expeditiously, and that stoppages and industrial disputes do not occur.
- 26.2 To avoid grievance and disputation, the parties are committed to the use of the consultative mechanism established under clause 7 of this Agreement. Where a grievance or dispute does arise it will be dealt with using the following procedures:
 - 26.2.1 The employee(s) concerned will first meet and confer with their immediate supervisor. The employee(s) may appoint another person to act on their behalf, including a member of the consultative committee, a shop steward or delegate of their union. Subject to subclause 26.3, where such a representative is involved he/she shall be allowed reasonable time during working hours to interview the employee(s) and the supervisor.
 - 26.2.2 If the matter is not resolved at such a meeting the parties will arrange further discussions involving more senior management as appropriate. The employee(s) may invite a union official to be involved in the discussions. The employer may also invite into the discussions an officer of any employer organisation to which the employer belongs or other representative. The Company shall provide the shop steward or delegate with reasonable facilities and allow a reasonable period of time during working hours to confer with the duly accredited official(s) of the union to which they belong.
 - 26.2.3 If the matter remains unresolved, the Employer may refer it to a more senior level of management. The Employee(s) may invite a more senior union official to be involved in the discussions.
 - 26.2.4 Where the matter in dispute relates to an individual Employee's grievance, at the conclusion of the discussions referred to above, the Company must provide a response to the Employee's grievance or the matter detailing the action to be taken or, if the matter has not been resolved, the reasons for not implementing any proposed remedy.

- 26.2.5 In the event there is no agreement to refer the matter to a more senior level or it is agreed that such a reference would not resolve the matter the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales. The Commission may exercise its powers of conciliation and arbitration to resolve the dispute.
- 26.3 In order to facilitate the procedure in subclause 26.2:
- 26.3.1 The party with the grievance must notify the other party of the problem at the earliest opportunity;
- 26.3.2 Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;
- 26.3.3 Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the disputes resolution procedures are carried out as quickly as possible.
- 26.3.4 While the parties are attempting to resolve the matter the parties will continue to work in accordance with this Agreement, the Parent Awards and their contract of employment unless the Employee(s) have a reasonable concern about an imminent risk to their health and safety. Subject to relevant provisions of the *Occupational Health and Safety Act 2000 (NSW)* and *Occupational Health and Safety Regulation 2001 (NSW)*, even if the Employees have a reasonable concern about an imminent risk to their health or safety, the Employees must not unreasonably fail to comply with a direction by the Company to perform other available work, whether at the same enterprise or another enterprise, that is safe and appropriate for the Employees to perform.

**27. PERFORMANCE MANAGEMENT & DISCIPLINARY PROCEDURE
Procedures**

- 27.1 Where the Company believes that an employee is not meeting the standards of performance or conduct reasonably expected of him or her, the procedures set out in this clause will apply. These procedures are intended to ensure that both the Company and the Employees receive “a fair go all round”.
- 27.1.1 In the first instance the Employee will be counselled as to where his or her performance/conduct is deficient; and (where appropriate) the steps to be taken to remedy the deficiency will be identified. In appropriate cases this may include the provision of additional training. A verbal warning would usually be issued at this stage. However, in more serious cases a final warning may be issued.
- 27.1.2 Should the Employee’s performance or conduct still fail to reach the required standards, the Employee will be counselled again, and the Company may issue a written final warning advising the Employee that his/her employment will be terminated if performance deficiencies are not rectified.
- 27.1.3 Should the Employee’s performance or conduct still fail to reach the required standards, the Company will meet with the Employee (if appropriate or practicable) and ask him/her to show cause why employment should not be terminated. The Company will take

any representations made by the Employee into account in making its decision.

- 27.1.4 Where an Employee has already been given a final warning, the Company may move directly to termination (as per 27.1.3) without giving the Employee further opportunities for counselling or improvement.

27.2 Guidelines for Counselling Sessions

The following will apply to all counselling sessions:

- 27.2.1 The Employee will be given details of any deficiencies in his/her performance or conduct and advised of the standards required by the Company.

- 27.2.2 The Employee will be given a reasonable opportunity to respond to the alleged instances of deficient performance or conduct, and management will consider the Employee's response in making its decision as to the action to be taken.

- 27.2.3 The employee may request that a person of his/her choice be present during the counselling session as an observer, and will be given reasonable time to arrange for that person to be present. However, if the person is not able to be present in a reasonable time, the Employee will be asked to nominate another observer who is available or, if necessary, the session may proceed without any observer on behalf of the Employee.

- 27.3 As per *MEISA* subclause 4.3.3, the Company retains the right to dismiss an employee without notice in cases of serious misconduct or refusal of duty.

28. UNION MEMBERSHIP

- 28.1 The company recognises that, under the *Industrial Relations Act 1996 (NSW)*, the Union is entitled to represent the employees covered by the Parent Award and this agreement. The Company further recognises that whether or not to join a union is a choice to be made by the individual employee. No employee will be either advantaged or disadvantaged in his/her employment because of his/her choice to join or not to join a union.

29. COPY OF AGREEMENT

- 29.1 All current Employees will be given a copy of this enterprise Agreement. All new Employees will be given a copy on commencement of employment.

30. NO DISADVANTAGE

- 30.1 No Employee will suffer any disadvantage in respect of rates of pay and conditions of employment as a result of the implementation of this Agreement.

SIGNED BY THE PARTIES

For the Company

Signed: _____ Signature of Witness: _____
Director

[Name in BLOCK LETTERS] [Name in BLOCK LETTERS]

Date: _____ 2005

For the Unions

For the Australian Manufacturing Workers Union, NSW Branch

Signed: _____ Signature of Witness _____

[Name in BLOCK LETTERS] [Name in BLOCK LETTERS]

Date: _____ 2005

For the Australian Workers Union, Newcastle, Central Coast & Northern Regions Branch

Signed: _____ Signature of Witness _____

[Name in BLOCK LETTERS] [Name in BLOCK LETTERS]

Date: _____ 2005

By the Employees

Signature: _____

[Name in BLOCK LETTERS]

Classification: _____

Date: _____ 2005

Signature: _____

[Name in BLOCK LETTERS]

Classification: _____

Date: _____ 2005

Signature: _____

[Name in BLOCK LETTERS]

Classification: _____

Date: _____ 2005

Signature: _____

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Date: _____ 2005

Witness: _____

[Name in BLOCK LETTERS]

APPENDIX A

CLASSIFICATIONS

Classifications

This Agreement will cover the following classifications:

Classification	Description	Award Classifications Included
CTB 1	<p><i>New employee without relevant experience or qualifications.</i></p> <p><i>An employee at this level is undertaking induction and training in basic skills, the use of basic tools and learning workplace policies and procedures.</i></p> <p><i>An employee at this level performs routine duties essentially of a manual nature and to the level of his/her training:</i></p> <ul style="list-style-type: none"> • <i>general labouring and cleaning</i> • <i>exercises minimal judgement</i> • <i>works under direct supervision</i> • <i>may be undertaking structured training to progress to CTB 2.</i> <p>Unskilled Labourer Skilled Labourer</p>	<p>MEISA C14 JSA Gp 1</p>
CTB 2	<p><i>Employee below trades level with relevant qualifications or experience.</i></p> <p><i>An employee at this level has completed at least 3 months structured or on-the-job training and is able to work within the scope of this level, including having a good grasp of workplace policies & procedures, being able to use basic tools and assist tradespeople.</i></p> <p><i>At the higher levels, the range includes employees who are able to exercise significant skills such as welding and who are able to work with some degree of independence.</i></p> <p><i>An employee at this level performs work at and above the level of a CTB 1 and to the level of his/her skills, competence and training:</i></p> <ul style="list-style-type: none"> • <i>works in accordance with standard operating procedures and established criteria</i> • <i>at the lower levels of the range, works under direct supervision either individually or in a</i> 	<p>MEISA C13 MEISA C12</p>

	<p><i>team environment</i></p> <ul style="list-style-type: none"> • <i>understands and undertakes basic quality assurance procedures including the ability to recognise basic quality deviations or faults</i> • <i>follows safe work practices and can recognise and report workplace hazards</i> • <i>at the higher levels of the range works under routine supervision either individually or in a team environment and is responsible for the quality of his/her own work</i> • <i>at the higher levels of the range, is able to exercise discretion within his/her level of training.</i> <p>Trades Assistant Process Worker 2nd class welder</p>	
<p>CTB 3</p>	<p><i>Employee with trades qualifications or employee with significant relevant qualifications and skills below trades level and with significant relevant experience</i></p> <p><i>An employee at this level is able to exercise significant individual judgement and work independently:</i></p> <ul style="list-style-type: none"> • <i>understand and applies quality control techniques</i> • <i>exercises good interpersonal and communication skills</i> • <i>exercises discretion within the scope of this level</i> • <i>works under limited supervision either individually or in a team environment</i> • <i>operates equipment incidental to his/her work</i> • <i>performs non-trades tasks incidental to his/her work</i> • <i>is able to inspect products and materials for conformity with established operational standards</i> • <i>at the higher levels, provides guidance and assistance to other employees</i> • <i>work in a safe manner so as not to injure themselves or other employees.</i> <p><i>At the higher levels it includes employees who have consistently demonstrated a high level of skill, a commitment to producing quality work, and attention to detail.</i></p>	<p>MEISA C10 MEISA C 9 JSA Gp 5 JSA Gp 6 JSA Gp 6 EDGA Level 11A(ii)</p>

	<p>Rigger/Dogman Mobile Crane Driver (>10 & < 20 tonne) Boilermaker &/or Structural steelworker Welder 1st class Special-class Tradesperson Joiner Carpenter/Joiner</p>	
<p>CTB 4</p>	<p><i>Employee with post-Trades qualifications or an employee with significant relevant qualifications and experience at a level equivalent to post-trade, and who may also discharge supervisory or management responsibilities.</i></p> <p><i>An employee at this level works beyond the level of a tradesperson at the CTB 3 level, exercises significant independent judgement and discretion and:</i></p> <ul style="list-style-type: none"> • <i>is required to exercise judgement and skill in excess of that required at the CTB 3 level</i> • <i>exercises skills in work planning and is able to read, interpret and calculate information from production drawings, prints or plans;</i> • <i>is able to provide trade guidance and supervision as part of a work team</i> • <i>provides training in conjunction with supervisors and trainers</i> • <i>works under limited supervision either individually or in a team environment</i> • <i>performs non-trades work incidental to his/her work, including management of a project or task</i> • <i>exercises high precision trade skills using various materials and/or specialised techniques.</i> <p>Special Class Engineering Tradesperson (level 2) Engineering Technician (level 1) Site Supervisor</p>	<p>MEISA C8 MEISA C7 JSA Gp 7</p>

APPENDIX B

WAGE RATES

Classification	All-purpose broad-banded hourly rates * \$
CTB 1	12.80 to 13.20
CTB 2	13.30 to 15.33
CTB 3	20.00 to 25.00
CTB 4	25.00 to 29.00

Notes

* These rates are inclusive of the following components of the relevant wage rates under the Parent Awards: base-rate (including margin), supplementary payments, State Wage Case Adjustments including the 2005 adjustment and Industry Allowance (where applicable).