

**REGISTER OF  
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**ENTERPRISE AGREEMENT NO: EA97/105**

**TITLE: Cleary Bros Bombo Pty Ltd AFMEPKIU Workshops  
Enterprise Agreement**

**I.R.C. NO: 97/1795**

**DATE APPROVED/COMMENCEMENT: 20 May 1997**

**TERM: 30 November 1998**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

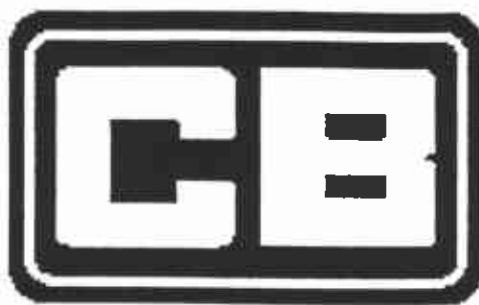
**NUMBER OF PAGES: 37**



**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: To apply to Labourer, Storeperson, Fitter/Boilermaker/Panel Beater/Truck Mechanic - 1st year and thereafter, Field Service Fitter - 1st year, 2nd year, 3rd year, and thereafter**

**PARTIES: Cleary Bros (Bombo) Pty Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch**



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**CLEARY BROS (BOMBO)  
PTY LTD**

**AFMEPKIU**

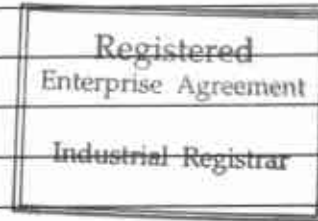
**WORKSHOPS**

**ENTERPRISE AGREEMENT**

**PRIVATE & CONFIDENTIAL**

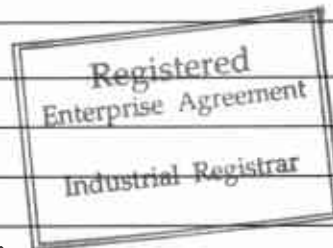
# ENTERPRISE AGREEMENT - CLEARY Bros (Bombo) Pty Ltd

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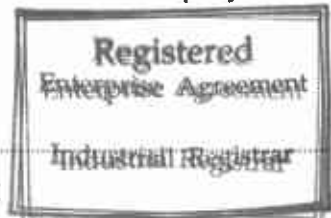
**ENTERPRISE AGREEMENT - Cleary Bros (Bombo) Pty**

**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 commenced the introduction 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.

**Application**



This Agreement shall apply and be binding upon:

- i) Cleary Bros (Bombo) Pty Ltd
- ii) The Automotive Food Metals Engineering Printing and Kindred Industries Union; and
- iii) Employees who are members or eligible to be members of the Automotive Food Metals Engineering Printing and Kindred Industries Union and are employed in accordance with the classification levels in Appendix 1A

**Parties**

The parties to the Agreement are Cleary Bros, and the Automotive Food Metals Engineering Printing and Kindred Industries Union

**Scope and Purpose**

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.



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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.

**Duration**

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of ~~Registration~~ of this Agreement and shall remain in force until 30th November 1998.

approval

**Commitment**

The parties acknowledge that an important ingredient of sound employee relations is stability and predicability. 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.

The parties agree to continue to develop discussions on workplace reform during the currency of this Agreement.

**No Extra Claims**

The parties agree that there shall be no additional claims made for increases in wages, salaries or wage related allowances for the period of this Agreement.



**Application of Parent Awards**

This Agreement shall be read in conjunction with the Metal and Engineering Industry (NSW) Award provided that where there is any inconsistency between the Award and this Agreement, the Agreement will prevail.

The Metal and Engineering Industry (NSW) Award will apply when;

- a) This Agreement specifically indicates the Award should be referred to; or
- b) Where there is no provision contained in this Agreement relating to the same or like matters.



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**Industrial Relations Act 1996**

The parties acknowledge this Agreement shall be registered in accordance with the Industrial Relations Act 1996, Part Two.

**Contract of Employment**

Employment shall be by the week. Any employee not specifically engaged as a casual employee in accordance with Clause 4 b) shall be deemed to be employed by the week.

**Duress**



This agreement has not been entered into under any duress by the Parties.

**Clause 2 Workplace Reform**

**a) Agreed Parameters for Workplace Reform**

*Participative Management and Work Organisation*

All employees will be organised 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 optimise value through improvement in productivity and quality as well as to enhance quality of employees' working life.

**b) Consultative Mechanisms**

In agreeing to form a Consultative Committee, all parties, management and unions acknowledge the requirements for an atmosphere of mutual trust and cooperation. 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 utilise knowledge and experience. The Committee will pursue the objectives of this agreement.



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Two important areas of operation are specifically excluded from the domain of the Consultative Committee:

- (i) Industrial relations issues will be processed via the normal disputes avoidance procedure.
- (ii) Matters which by definition are the responsibility of the Occupational Health and Safety Committee will be referred to that Committee.

**c) Future Contracts for Training**



- i) 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.
- ii) 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.

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.

**d) Competency Based Training**

In consultation with the Consultative Committee, employees and the Unions, a programme will be developed using competency standards developed by an appropriate industry body and incorporated in Cleary Bros Quality Assurance System.

Training and demonstrated competence through an agreed accredited assessment procedure will provide the basis for career progression for employees and access to higher paid classifications provided for in this Agreement.

The Consultative Committee shall further discuss issues relating to travel associated with training and make a recommendation to Cleary Bros for its consideration.

To assist Cleary Bros in the above matters a Training Committee will be implemented. The constitution of this Training Committee will be discussed between the Parties with the aim of reaching an Agreement





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on Constitution within a two month period of reaching agreement on this Enterprise Agreement.

**e) International Best Practice**

Both parties agree that international or other relevant best practices be jointly identified and adopted in measuring and improving the efficiency of all company functions. As a result, both parties are committed to a process which will ensure that:

- Within 12 months from the date of this Agreement we will have developed and implemented systems which will identify local and international best practices benchmarks in specific target areas in Cleary Bros.
- Within 24 months from the date of this Agreement we will have developed and implemented best practice benchmarks across the company wherever appropriate. The identification, development and implementation of best practices benchmarks will be undertaken in consultation and agreed with the employees in the appropriate workplace.

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**f) 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 cooperation, consultation and communication with all employees.

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. An employee suggestion scheme to provide a forum for the generation of ideas from all employees as part of the continuous improvement process will also be established and implemented by way of a non conformance report.

**g) Maintenance**

- i) In general, employees will maintain all equipment, plant, buildings and yard areas, applicable to their respective areas of operation, in accordance with management instructions and any other detailed requirements. Management may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.



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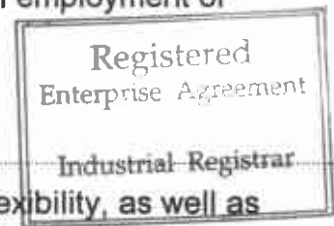
- ii) Where preventive maintenance schedules are in place, all employees are to strictly adhere to the requirements of these schedules and whenever problems occur in carrying out these maintenance tasks, the relevant person in charge of that section must be notified immediately to allow remedial action to be taken.
- iii) In carrying out these preventive maintenance duties, any further maintenance requirements other than those listed in the preventive maintenance schedule must also be reported immediately to the person in charge of that section. Where "Maintenance Required Reporting Books" are in place, these must be filled out and original forwarded to the relevant section. Where these books do not exist written information should be passed to the relevant manager detailing action required.
- iv) It is Cleary Bros policy and mandatory that all personnel in charge of plant and equipment immediately report any maintenance requirements for that plant and equipment to be worked in safe manner to the relevant person in charge of that section. The management and each employee have clearly defined liabilities under the Occupational Health and Safety act to ensure that every employee is able to carry out his or her daily employment duties safely and at all times to carry out these duties in a safe working environment.
- v) In line with the above requirements, all employees must endeavour to ensure that all plant and equipment continues to be utilised in an efficient manner to allow the most economical employment of personnel and resources.

**h) 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.

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.

Any employee who temporarily undertakes work at a higher level shall be paid the applicable higher rate for that position for the period he/she holds it.





**i) Probationary Period**

From the date of employment as a full time employee, a probationary period of up to 3 months will apply, during which time the employee will be assessed as to his/her suitability/skill levels required for the work specified. The employee will be required to undertake a medical examination by Cleary Bros' doctor to determine that there are no medical reasons impeding the satisfactory conduct of the work.

**j) 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.



**k) EFT Payment**

All wages and allowances will be paid on a weekly basis by EFT with advice and assistance to be provided to the employee, where required, as to how to best effect this change.

**l) Confidentiality**

As part of normal duties, the 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 within the terms of the employee's authority.

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.

**m) 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.



**Clause 3 Wages**

**a) Classification Structure**

All employees covered by this Agreement shall be classified as detailed in Appendix 2 and shall be paid the appropriate hourly wage rates as detailed in Appendix 1A.

A productivity payment will be paid in accordance with Appendix 1B and subclause b) below.

A classification structure review is currently underway and when completed and agreed, a new classification structure will be defined.

Upon application to vary this Agreement to reflect the new classification structure, the new structure will form part of this agreement. Where possible, a structure in line with the National Metal and Engineering Competency Standards will apply.

**b) Wage Rate Structure**



In order to maximise productivity at the workplace the following productivity based wage rate structure will apply:

**i) Production Rate**

1 The Production Rate comprises the Base Rate plus a Workface Productivity Bonus of \$1.00 per hour paid for all productive time actually worked including hours deferred to an RDO.

2. The Workface Productivity Bonus shall apply strictly as a bonus payment in accordance with Appendix 1B and this clause 3(c). The Bonus payment shall be made whilst an employee is physically present for work or training, is in receipt of a roster day off, is on annual leave, or whilst there is inclement weather (subject to clause 3(c) (i) 6). This payment is contingent upon the employee actually performing the work or training subject to the above. The bonus shall not be paid in the following circumstances:

Sick Leave, Public Holidays, ~~Workers Compensation~~, Jury Duty, Bereavement Leave, Inclement Weather (subject to Clause 3(c) (i) 6) or other.

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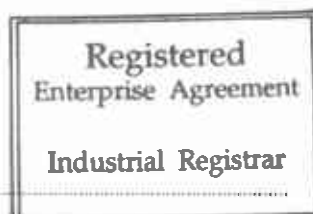
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- 3 Employees may be offered the opportunity to participate in training including during the period of inclement weather. Those employees who participate in training shall be paid the Production Rate for the time so engaged.
- 4 Where in strict accordance with the procedures contained in the Agreement it is determined that due to a safety issue no safe alternative productive work can be performed, employees shall remain on site and be paid the Production Rate for such time.
- 5 Overtime penalties will be applied to the Production Rate for actual overtime hours worked.
- 6 Where inclement weather arises during ordinary hours and the procedures contained in this Agreement are strictly followed and alternative productive work, training, consultation or information sharing activities are available then any employees who do not participate in the approved activities in accordance with this Agreement shall remain on site or will return to a nominated yard as directed by management representatives and be paid the base rate for ordinary hours so affected.
- 7 Both the Production and Base Rates provided for in this Agreement are paid rates. They incorporate all award, over-award and non-award payments including special rates which might otherwise be payable, but do not incorporate the additional allowances referred to in Clause 4.
8. An employee who has made himself/herself available for training or other work shall be paid at the productive rate. Penalty rates will not apply to any training hours.
9. Apprentices pay rates as per award.

**c) Calculation and Rounding of Hourly Rates**

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





**d) Definitions, Standards and Career Progression**

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The parties to this Agreement recognise the importance of career planning. The Consultative Committee will develop guidelines for the discussion of the scope and opportunities for career progression of all employees the subject of 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.

**e) Payroll Deductions**

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When notified in writing by the employee Cleary Bros will make the necessary union subscriptions by way of payroll deductions.

**f) Pay Dockets**

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Pay docket will contain all details required as required within Part 3 - Pay slips and employers records - of the Industrial Relations (General) Regulation 1996. Subject to available computer programming capability, details will include the following:

- hours of work
- hours of overtime
- hourly rate
- sick leave entitlements
- RDO accrual
- Long Service Leave entitlements
- Allowances
- Superannuation Paymnts
- Gross Wage, including year to date
- Tax deducted, including year to date
- Deductions





**Clause 4 Additional Allowances**

**a) Award Allowances**

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

- i) Tool Allowance
- ii) Meal Allowance

Meal allowance will be payable

- (i) after one and a half hours of overtime worked after the end of a normal shift or
- (ii) after 4 hours of overtime worked on overtime shift.

(iii) Waste Site Allowance if applicable to the particular site.

(iv) BHP Site Allowance

(v) Other project site agreements which are registered under any State or Federal Industrial Legislation and binding on Cleary Bros. Employees will receive the greater amount if there is any inconsistency between any such agreements and this Agreement.

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**b) Casual Labour**

A casual employee working ordinary time shall be paid 1/38th of the appropriate weekly wage per hour plus a loading of 15%.

An additional loading of 1/12 of ordinary pay will be paid to the employee to compensate for payment of annual leave in accordance with the Annual Holidays Act 1944.

Casual employees shall not be entitled to payment for:

- i) Annual Leave
- ii) Bereavement Leave
- iii) Jury Service Leave
- iv) Sick Leave
- v) Public Holidays
- vi) Parental Leave

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vii) Special Family Leave

viii) Any other leave item

This shall not alter any entitlement a casual employee may have in accordance with the Long Service Leave Act 1955.

Any applicable allowance as contained in Clause 4 shall be paid to casual employees. A casual employee can be employed as such for up to three months in any year.

**Clause 5 Hours Of Work****a) Ordinary Hours**

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**i) Span of Hours**

Ordinary hours of work shall be 38 per week worked Monday to Friday between the hours of 6.00am and 6.00pm. Provided that by agreement between Cleary Bros and the majority of its employees at a particular site, the span of hours may be altered to a 5am start time and the union advised accordingly.

**ii) Programming of RDO's**

1. The parties agree that there has been and will be benefits for Cleary Bros and the employee in allowing greater flexibility in taking RDOs. It is intended that some of Cleary Bros workplaces may remain open during designated industry RDOs.
2. RDOs may be allowed to accumulate up to five days maximum as individually applicable. Once the maximum of five days has been reached, then these days shall be taken at a time as agreed with management and 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. 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.
3. In exceptional circumstances where an employee has already accumulated five days and is called to work on next RDO (so that RDO accrued will increase over 5 days) then such work shall be paid as a Saturday shift.





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4. If Cleary Bros requests an employee to work their designated RDO, then the employee and management are to agree a mutually acceptable alternative RDO day to be taken by the employee.
5. Employees may change their RDO's if needed provided it has previously been agreed to by management.

**iii) RDO Accrual During Paid Leave**

Any day of paid leave taken shall be regarded as a regular 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 break 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**

- (i) Employees shall work such overtime as reasonably requested by Cleary Bros. Payment for overtime will only be made where such overtime is authorised by Cleary Bros.
- (ii) For all work 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 to time and one half for the first two hours and double time for the balance of hours in that day shift.  
Sunday work shall be at double ordinary time rates.
- (iii) Cleary Bros will use its best endeavours to



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- (a) allocate overtime evenly given the skills required on the particular day.
- (b) provide reasonable notice to the employee of the requirement to work overtime.
- (iv) 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 family of this if necessary.

**c) Timesheets**

Timesheet shall be sent to the pay office at Port Kembla on a daily basis. Late timesheets received after 9.00 am. Monday morning may not be processed until the following pay week. Any alteration of timesheets must be notified to the employee with pay.

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**Clause 6 Inclement Weather**

1. "Inclement Weather" shall mean the existence of rain or abnormal climatic conditions by virtue of which it is either not reasonable or not safe for employees exposed thereto to continue working whilst the same prevail.
2. The Cleary Bros site representative shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed thirty (30) minutes for the purpose of determining whether or not conditions are inclement. Weather shall not be regarded as inclement unless it is agreed at such conference.  
Employees shall continue working until such conference has taken place unless severe weather conditions prevail.
3. Following consultation, employees may be transferred from one location on a site where it is unreasonable or unsafe to work due to inclement weather to work at another location on the same site, or another site, which is not affected by inclement weather.
4. Should a portion of Cleary Bros' projects be affected by inclement weather, all employees not affected shall continue working regardless of the fact that some employees may be transferred to non-production activities.
5. Where it is agreed between the Cleary Bros' site representative and the employee representative that conditions are no longer inclement, production work will resume as soon as possible.



**Clause 7 Safety Health & Welfare**

**a) Safety Legislation**

The Occupational Health and Safety Act 1983, its regulations and associated safety legislation shall apply to all persons on Cleary Bros' sites.



**b) Inductions**

All employees at the commencement of their first working day shall attend an induction on workplace safety procedures and Cleary Bros policies.

The induction shall be presented by a Cleary Bros representative at a central location appropriate to the site.

No employee will be allowed to commence work on site until they have attended the Cleary Bros induction.

Employees transferring from other sites will undergo site specific inductions prior to commencement on the work site if its constraints are substantially different from their previous workplace.

**c) First Aid**

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 workforce on the Cleary Bros Projects, such that a qualified employee will be on each site where possible. Employees required to have and use First Aid Certificates will be paid in accordance with award provisions.

**d) Cleary Bros Safety Supervisor**

Cleary Bros regard safety as every employee's responsibility and expects a contribution from all employees to this task. Divisional Managers, Project Managers and Foremen will coordinate safety across Cleary Bros in accordance with the Cleary Bros Quality Assurance System, and also act as safety supervisors.

**e) Sub contractors Safety Responsibilities**

Each subcontractor will be directly responsible for safety in his work area(s). Cleary Bros will have an overriding authority to direct



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subcontractors on any matters concerning safety on CB sites. This will however, in no way remove any obligation of individual subcontractors and employees

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**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 non-productive time shall be utilised to carry out these tasks.

**g) Protective Clothing**

All employees on Cleary Bros sites will be issued with protective clothing in accordance with Appendix 3 - Protective Clothing. Personnel must maintain a neat appearance and be wearing the latest issue uniform. Care must be taken of personal protective equipment.

**h) Procedure For Dealing With Occupational Health And Safety Issues.**

All employees shall comply with Cleary Bros' policies on OH&S and on Alcohol and Related Drugs Safety. (Appendix 4)

**Clause 8 Industrial Relations**

**a) Prevention of Industrial Disputes**

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

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



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

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**b) Disputes Settlement Procedures**

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.

The following procedures shall apply for individual or group grievances:-

**Phase 1**

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

**Phase 11**

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, with further 48 hours then;

**Phase 111**

Cleary Bros Management and the union organiser 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 their nominees 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 NSW 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

**Enterprise Bargain Agreement**

dispute, should be maintained. If either party refers the dispute to the Industrial Relations Commission of NSW, then any recommendation or 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 members 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.

**Clause 9 Income Security****a) Sick Leave and Family 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 or 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 unsupported absences, a warning procedure shall be applied along with appropriate counselling of the employee.
- ii) Employees must notify their supervisor for the above leave requirements as follows:-
  - a) When notice is given more than 24 hours prior to leave being required no proof will be needed up to 2 single days per annum.
  - b) When notice is given between 24 hours and normal starting time then proof may be required.
- iii) If required by Cleary Bros, employees will attend a medical examination by a doctor specified by Cleary Bros.



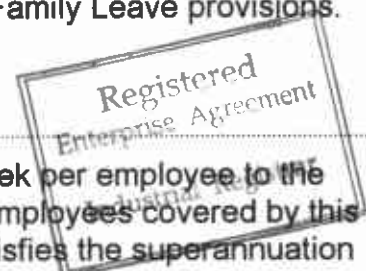


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- iv) Accumulation of sick leave will extend beyond the award time of twelve years.
- v) An employee shall give Cleary Bros notice prior to the absence of the intention to take special leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. In exceptional circumstances only, where an employee is unable to advise Cleary Bros of an absence prior to that absence being taken, the employee shall notify Cleary Bros by telephone at the first opportunity on the day of absence.
- vi) An employee may elect, with the consent of Cleary Bros, to take paid leave for the purposes of providing care to a family member who is ill as is applicable under the Family Leave provisions.

**b) Superannuation**

Cleary Bros will contribute \$40.00 per week per employee to the C+BUS Superannuation Scheme for all employees covered by this Agreement or such other amount that satisfies the superannuation guarantee levy. Additional contributions by way of salary sacrifice are available.



**c) Demarcation Disputes**

It is agreed that demarcation disputes will be resolved in accordance with the demarcation agreements between unions involved. If one or more of the unions involved in a demarcation dispute is not a party to a national demarcation agreement then the dispute will be resolved in accordance with the ACTU demarcation dispute procedure.

Demarcation Settlement Procedures are agreed as set out hereunder.

In all demarcation disputes the union(s) shall:

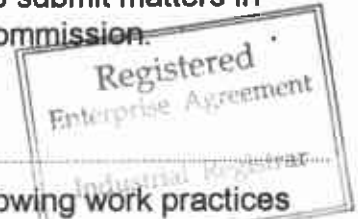
- i) Maintain the genuine status quo that existed prior to the dispute. The genuine status quo shall be the way the work had been allocated by the respective employer, prior to the dispute.
- ii) Ensure that no stoppage of work or other forms of industrial action shall be taken and that there has been proper negotiations between the unions concerned.
- 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 ATCU must participate in any discussions or



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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.



**d) 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) Replacement Employees*

If an employee is ill or absent for any reasons, he or she will 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 will select a temporary replacement from outside Cleary Bros. In any event, the replacement employee will be suitably qualified and experienced. Union delegate to be advised as required.

*iii) Sub Contractors*

Cleary Bros' management shall engage sub contractors, as required. Subcontractors shall not be engaged to the detriment of Cleary Bros' employees. Sub contractors shall be required to meet all their statutory obligations as part of their sub contractor agreement. Union delegate to be advised as required.

*iv) Supervisors*

Employees will not unreasonably impose any limitations or enforce any limitation on Supervisors or Technical personnel, demonstrating the use of equipment or machinery for training purposes or operating it as part of work in an emergency situation.





**e) Delegates**

An employee appointed as a Delegate shall upon notification by the Union to the employer and the Cleary Bros' site representative, be recognised as the accredited representative of the Union to which they belong and they shall 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.

There shall not be more than one (1) Delegate per union on a Cleary Bros Project, co-delegates excluded.

**f) Union Official (Visiting)**

Union Officials visiting a site will report to the site office and go through appropriate induction procedures before visiting employees and adhere to appropriate site operational laws and safety procedures while on site.



**g) Disciplinary Procedure**

Any issue concerning application of the provisions of this procedure will be resolved strictly in accordance with the these provisions.

*i) First Formal Warning*

Employees who exhibit unsatisfactory performance or behaviour shall be counselled so that they understand the standards expected of them and will be offered assistance and guidance in achieving their standards.

Confidential written records will be kept on any counselling undertaken, copy given to the employee and the employee's file marked accordingly.

Following this discussion, the supervisor shall report the matter to the Project Manager and/or the Divisional Manager in writing, who shall ensure that this action is noted and filed on the employee's file. A copy shall be supplied to the employee and the union delegate.

*ii) Second Formal Warning*

Where the same or similar behaviour continues within three months of the first formal warning and it is necessary to issue a second formal warning, this shall be issued, in writing, by either Foreman, the Project Manager or Divisional Manager to the employee.



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A copy of the written warning will also be given to the employee's union delegate.

*iii) Final Warning*

Where the same, or similar behaviour continues within four months of second formal warning and it is necessary to issue a final warning this shall be issued by either the Project Manager or Divisional Manager.

This warning shall be in writing and shall be issued to the employee in front of one other member of management and the union delegate.

This written warning shall state that unless the employee's behaviour improves the employee's services will be terminated.

A copy of this written warning shall be handed to the employee's Union Delegate and a copy retained by Cleary Bros, on the employees file.

*iv) Termination*

Where the same, or similar behaviour is repeated within six months of the final warning, the employee's services shall be terminated by the Project Manager or Divisional Manager in front of one other member of management and the union delegate.

*v) 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 practicable, be informed of the circumstances prior to the dismissal.

*vi) Termination of Employment - General*

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



**h) Site Access Passes**

Following the induction of an employee he or 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.

**Clause 10 Redundancies**

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. Redundancy means a situation where an employee ceases to be employed by Cleary Bros, as initiated by Cleary Bros, other than for reasons of misconduct or refusal of duty.

The following notice periods shall apply:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
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

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In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service shall be entitled to an additional weeks notice.

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The following payment shall be made to an employee made redundant in accordance with the above:

<b>Years of Service</b>	<b>Under 45 Years</b>	<b>Over 45 years</b>
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
4 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	20weeks

During the currency of this Agreement the Consultative Committee will recommend a revised redundancy package.

**Clause 11 Review And Renegotiation**

The parties agree the Consultative Committee will review the Agreement every six months, and shall commence negotiations at least six months prior to its expiry date with a view to reaching agreement on the terms of a new Enterprise Agreement.

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## SIGNATORY PAGES

*This Agreement is executed for and on behalf of the following Parties*

*For and on behalf of Cleary Bros (Bombo) Pty Ltd*



Signed by:  Date: 10. 12. 96.

Bob Elvy  
Chief Executive Officer

*For and on behalf of AFMEPKIU*

Signed by:  Date: 09 DEC, 1996

 State Secretary



Enterprise Bargain Agreement

Signatories Continued.....

Consultative Committee Members:

Signed by: *W. Parnell* Date: *11/12/96*  
Wayne Parnell  
Workshop Manager - PK

Signed by: *Ray Davidson* Date: *11/12/96*  
Ray Davidson  
Workshop Manager - PK

Signed by: *Alan Ward* Date: *10/12/96*  
Alan Ward  
AFMEPKIU Organiser

Signed by: *M. Pini* Date: *11/12/96*

Signed by: *D. Battelto* Date: *11/12/96*

Signed by: *M. Valin* Date: *11/12/96*

Signed by: *A. Kosbrun* Date: *11/12/96*

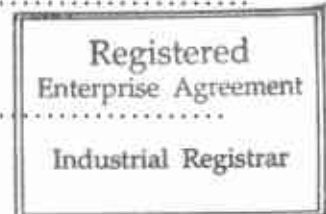
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APPENDIX 1A - TABLE 1 INSTALMENT INCREASES TABLE

MATRIX PAY RATES	PRODUCTION RATES			
	Wage Increase N° 1 Upon Signing of Agreement	Wage Increase N° 2 01 June 1997	Wage Increase N° 3 01 January 1998	Wage Increase N° 4 01 August 1998
Classification	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$	Hourly Rate \$
Labourer	12.96	13.20	13.45	13.70
Storeperson	14.78	15.05	15.33	15.62
Fitter/Boilemaker/Panel Beater/Truck Mechanic				
-First year Qualified	15.04	15.32	15.60	15.89
-Thereafter	15.34	15.63	15.92	16.21
Field Service Fitter				
-1st Year	15.54	15.83	16.12	16.42
-2nd Year	15.74	16.03	16.33	16.63
-3rd Year	15.94	16.24	16.54	16.85
-Thereafter	16.54	16.85	17.16	17.48

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**APPENDIX 1B - PRODUCTIVITY PAYMENT APPLICATION**

	<b>PAYMENT OF PRODUCTION RATE (FOR PRODUCTIVE TIME)</b>	<b>PAYMENT OF BASE RATE (FOR NON PRODUCTIVE TIME)</b>
NORMAL WORK	✓	
SICK LEAVE		✓
ANNUAL LEAVE	✓	
PUBLIC HOLIDAYS		✓
ROSTERED DAYS OFF	✓	
WORKERS COMP	✓	<del>✓</del>
TRAINING ON SITE	✓	
TRAINING OFF SITE	✓	
JURY DUTY		✓
BEREAVEMENT LEAVE		✓
OTHER		✓

*gy* *(signature)*







**APPENDIX 2 - CLASSIFICATION DESCRIPTION**

**1. Labourer**

An employee who performs general labouring duties to the level of their training and such other duties within their skill and competency.

**2. Storeperson**

An employee who performs work to the level of their training, and:

1. Is responsible for the quality of their own work (subject to instructions and direction).
2. Works in a team environment and/or under routine supervision
3. Undertakes duties in a safe and responsible manner.
4. Exercises discretion within their level of skills and training.
5. Possesses good interpersonal and communication skills.
6. Indicative of the tasks which an employee at this level may be required to perform including the following:
  - General labouring and cleaning duties
  - Order assembling including picking stock
  - Loading/unloading
  - Receiving, checking, dispatching and sorting of products
  - Satisfying internal and external customer needs
  - Operation of a keyboard to carryout stores work
  - Documentating and recording of goods, materials and components
  - Basic inventory control
  - Use of hand trolleys and pallet trucks



**3. Fitter/Boilermaker/Panel Beater/Truck Mechanic**

An employee who:

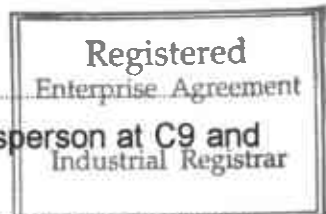
- (i) Holds a Trade Certificate or Tradesperson Rights Certificate
- (ii) Is able to exercise the skills and knowledge of that trade.



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- (iii) Works above and beyond an employee at C11 and to the level of their training;
- (iv) Understands and applies of quality control techniques;
- (v) Exercises good interpersonal and Communications skills;
- (vi) Exercises keyboard skills at a level higher than C11;
- (vii) Exercises discretion within the scope of this grade;
- (viii) Performs work under limited supervision either individually or in a team environment;
- (ix) Operate non-trade tasks incidental to their work;
- (x) Perform non-trade tasks incidental to their work;
- (xi) Performs work which while primarily involving the skills of the employee's trade is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.
- (xii) Able to inspect products and/or materials for conformity with established operational standards.

**Field Service Fitter**



An employee who works above and beyond a Tradesperson at C9 and to the level of their training and;

- (i) Exercises the skills attained through satisfactory completion of the training prescribed for this classification.
- (ii) Provides trade guidance and assistance as part of a work team.
- (iii) Assists in the provision of training in conjunction with supervisors and trainers.
- (iv) Understands and implements quality control techniques.
- (v) Work under limited supervision either individually or in a team environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate Trade and Post Trade Training to enable the employee to perform the particular indicative tasks.

- (a) Exercises high precision trade skills using various materials and/or specialised techniques.



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- (b) Installs, repairs and maintains, tests, modifies, commissions and or fault finds on complex machinery and equipment which utilises hydraulic and or pneumatic principles and in the course of such work, is required to read and understand hydraulic and pneumatic circuitry which controls fluid power systems.





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**APPENDIX 3 - PROTECTIVE CLOTHING**

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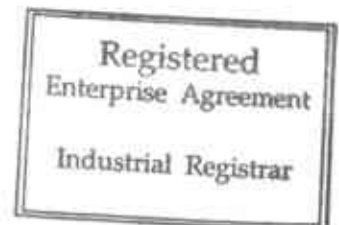
Clothing will be issued to employees as required in line with Occupational Health and Safety requirements.

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

Suitable gloves, aprons, eye protection, masks, sunscreen ear/hearing protection, hats and safety helmets shall be supplied by Cleary Bros for employees where necessary.

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

Each employee shall sign for each item of clothing or 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. All clothing etc remains the property of Cleary Bros and must be returned to Cleary Bros on termination.





**DRAFT APPENDIX 4**

**POLICY DOCUMENT ALCOHOL AND DRUGS**

**This document is appended to the Enterprise Bargain Agreement  
Application**

1. This procedure is mandatory for all sites. It will come into operation after discussion and ratification by the Project Safety Committee.
2. Consumption of alcohol or drugs (other than prescribed drugs) is strictly prohibited. The definition of "SITE" includes all temporary sheds or offices under the control of Cleary Bros.
3. Consumption of alcohol or the use of drugs immediately prior to work or during any off-site work break is strongly discouraged. This issue should be addressed during pre-start inductions.
4. Any person who is believed to be affected by alcohol or drugs must not be allowed to enter or remain on site. The affected person may rest in the site shed under supervision of a Safety Committee member while arrangements for leaving the site are made.

**Guidelines**

Confrontation should be avoided.

The first approach should be by the Chairman of the Safety Committee with another member of the Committee telling the affected person to leave, emphasising the safety risk, and not using judgemental terms like:

"You're too drunk"

"You're too stoned"

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If the Chairman is not available the first approach should be made by two employee members of the Safety Committee.

If there is no co-operation the relevant delegate and employer must become involved. If either of these people are not available the senior Cleary Bros person on site must take control of the situation.

Suitable arrangements must be made to ensure the person's safety when leaving the site. If this involves pre-payment of a taxi fare the affected person will be liable for this cost.

Wages are not to be paid from the time that the person is told to leave site by the Safety Committee Chairman/Member.



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Where loss of wages and/or other expense may be involved, the appropriate delegates should be notified.

5. After any such incident the Safety Committee Chairman should assist the individual with advice about treatment and counselling according to needs. Time off site for treatment and/or counselling may be taken against accrued sick leave or as leave without pay.
6. If there are repeat incidents, disciplinary action will be taken, ie

One verbal warning - given by the senior representative of the employer on site. A file note recording the details of this warning must be made.

One written warning - given by the senior representative of the employer on site, with copies given to the relevant union delegate and Cleary Bros Head Office. This written warning must record the date and witnesses to the previous verbal warning and the consequences of a further transgression of the Alcohol and other Drugs Safety Procedure.

Summary dismissal in the case of a Cleary Bros' employee, or removal from the project in the case of a Sub-contractor's employee may be necessary.

7. The provision of alcohol at site barbeques or other after work site activities must have the prior agreement of both the Cleary Bros' Divisional Manager and the Project Safety Committee.

Alcohol provided at such functions must be limited to a reasonable quantity per person.

Low alcohol and non-alcoholic beverages must also be available.

No person may return to the work area after partaking at a barbecue or any other after-work activity involving consumption of alcohol.

