

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/109

**TITLE:** Cleary Bros (Bombo) Pty Ltd TWU (Waste Sites) Enterprise Agreement

**I.R.C. NO:** IRC03/1245

**DATE APPROVED/COMMENCEMENT:** 4 April 2003/ 1 July 2002

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Cleary Bros. (Bombo) Pty Ltd who fall within the coverage of the Transport Industry - Waste Collection and Recycling (State) Award.

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





**FILED**

- 7 MAR 2003

OFFICE OF THE INDUSTRIAL  
REGISTRAR

**CLEARY BROS (BOMBO)  
PTY LTD**

**TWU**

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ENTERPRISE AGREEMENT**

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**ENTERPRISE AGREEMENT**  
**CLEARY Bros (Bombo) Pty Ltd/TWU**

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## ENTERPRISE AGREEMENT -

Cleary Bros. (Bombo) Pty Ltd / TWU

### Clause 1 Introduction

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

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

#### Applications

This Agreement shall apply and be binding upon:

- (i) Cleary Bros. (Bombo) Pty Ltd
- (ii) The Transport Workers Union; and
- (iii) Employees who are members or eligible to be members of the Transport Workers Union and are employed in accordance with the classification levels in Appendix 1

#### Parties

The parties to the Agreement are Cleary Bros. and the Transport Workers Union

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#### 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.

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.



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**Duration**

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of Certification of this Agreement and shall remain in force from *1st July 2002 to 1st July 2004*. Negotiations on a new agreement will start 3 months prior to completion so that the new agreement is in place prior to 1st July 2004.

**Commitment**

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

The parties have reserved leave to apply to incorporate details on workplace reform matters which will continue to be the subject of examination and discussion 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 will apply in conjunction with the Transport Industry Waste Collection and Recycling (State) Award provided that where there is any inconsistency between the respective Award and this Agreement, the Agreement will prevail.

Parent award provisions will apply

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





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### NSW Industrial Relations Act 1996

It is the intention of the parties that this Agreement be given effect to act as Enterprise Agreement in accordance with the NSW Industrial Relations Act 1996.

### Contract of Employment

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

## Clause 2 Workplace Reform

### a) Agreed Parameters for Workplace Reform

#### Participative Management and Work Organisation

Cleary Bros operators will be organised so that employees 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.

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

- (i) Industrial relations issues will be processed via the disputes avoidance procedure contained in Clause 8b of this Agreement.







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- (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 support 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.

- iii) Clearly Bros commits to train employees in accordance with CB4.18, CB4.21 and to allow the TWU to audit this process.
- iv) Clearly Bros commits to release delegates and CO-delegates with appropriate notice for training relating to delegates duties and other training that may be agreed from time to time. This will be at paid rates.

**d) Competency Based Training**

A programme using competency standards has been incorporated in Clearly Bros. Quality Assurance System.

Training and demonstrated competence through this assessment procedure will provide the basis for career progression for workers and access to higher paid classifications provided for in this Agreement. Progression to a higher classification will also be determined by the availability of work for that classification.

*Clearly Bros in consultation with the consultative committee will review the method of classification and ancillary staff by the 1/1/2003.*

**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



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of all company functions. As a result, both parties are committed to a process which will ensure that:

- ◆ During the course of the Agreement we will progressively develop and implement systems which will identify local and international best practices benchmarks in specific target areas in Cleary Bros.
- ◆ The identification, development and implementation of best practices benchmarks will be undertaken in consultation and agreed with the employees in the appropriate workplace.

**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.

**g) Suggestion Scheme**

A suggestion Scheme shall be implemented to encourage employees to communicate their ideas for workplace productivity improvement to management. Where suggestions are implemented, recognition will be given to the employee concerned.

**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 as necessary.

Cleary Bros. may direct any employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training and shall be consistent with Cleary Bros. responsibilities to provide a safe and healthy working environment as well as ensuring fully productive employees at all times.

**i) EEO**

Cleary Bros. is an equal opportunity employer. All employees are entitled to work in an environment free from discrimination. Cleary





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Bros. will recruit, employ and train personnel on the basis of experience, skills and on the job performance. Cleary Bros. has a commitment to an affirmative action program which will be taken into account when considering employment opportunities.)

### j) EFT Payment

All wages and allowances will be paid on a weekly basis by EFT .

### k) 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.

### l) 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 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 according to the classifications shown in Appendix 1 and shall be paid the appropriate hourly wage rates as shown in Appendix 2 - these rates shall be taken to include alterations made from time to time strictly in accordance with this Agreement.

Cleary Bros will assist employees to gain extra skill and will facilitate wherever practically possible the training process on various pieces of equipment.



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When an employee requests a review on their classification this will be done *within 4 weeks*. Reclassification upgrades will only occur when work at that classification level is required in addition to current manning levels.

Annual assessments of all employees will be carried out. Assessment criteria and the procedure used is contained in the Quality Manual. Each employee will be required to comment on their assessment outcome.

**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 Allowance of \$1.00 per hour paid for all productive time actually worked including hours deferred to an RDO. The Production Rate shall also apply whilst an employee is on approved paid leave.
2. 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.
3. 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.
4. Overtime penalties will be applied to the Production Rate for actual overtime hours worked.
5. 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.
6. Both the Production and Base Rates provided for in this Agreement are paid rates. They incorporate all award, over-award and non-award payments which might otherwise be





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payable, but do not incorporate the additional allowances referred to in Clause 4.

7. An employee who has made himself/herself available for training or other work shall be paid at the productive rate.

**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 1/100 cent per hour.

**d) Rates of Pay**

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

(ii) Payment is for skills used, and employees performing work in a job at their skills classification in that field of work shall be entitled to rates of pay contained herein. If temporarily filling a higher classification above EW7 (i.e Leading Hand or Foreman) the employee will be paid according to the appropriate higher classification for the time worked in that higher classification. An employee engaged to do work at a higher rate of pay for more than two hours, shall be paid the higher rate all day.

(iii) Appendix 2 shows the rate of pay applicable.

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

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 employees. Divisional Managers will be delegated the responsibility of developing and agreeing on a career plan.

**f) Casuals**

The company is committed to the full time employment of its workers. The company is committed to utilize its full time employees to their full capacity before employment of casual employees. Where possible



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casuals will be moved up to full time employees after 6 months continuous engagement (5 days per week x 8 Hours per day) and may be made permanent in less time if practical. Casual employees such as Weighbridge operators, MRF workers, labourers and depot hands will be employed for a minimum of 4 hours to meet peak requirements. Casual employees engaged to train for permanent positions will not be effected by this arrangement.

A casual employee working ordinary time shall be 1/38th of the appropriate weekly wage per hour plus a loading of 20%.

Casuals shall not be entitled to payment for:

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

\* *A casual employee can elect at the start of each financial year to save the component of their paid time in the company RDO scheme.*

### g) Timesheets

Timesheet information 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. Timesheets or Flexi dockets incorrectly completed may result in the employees pay for that day being delayed until the following week.

Any alteration of timesheets must be notified to the employee by the site personnel responsible.

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### Clause 4 Additional Allowances

In addition to the Wage Rates provided for in this Agreement only the following allowances will be paid as appropriate from the applicable award.

- (i) First Aid Allowance (where employee is the designated First Aid Officer)
- (ii) Leading Hand (Responsibility) Allowance
- (iii) Meal Allowance



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Meal allowance will be payable:

- a) after one and a half hours of overtime worked at the end of a normal shift or,
- b) after four hours of overtime worked on a normal shift,
- c) where a normal shift is the first 8 hours worked on any day.
- d) *Meal allowances will be paid at a rate of \$9.30*

(iv) Should employees be temporarily transferred to another site and be subject to other project site agreements (including EBAs covering work sites) 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 in order that total payment under each Agreement is the same.

(v) **Kilometre Allowance**

Where Cleary Bros. requests and the employee agrees to use his/her own car to transfer from one working site to another during working hours, the employee shall be paid an allowance of *73 cents per kilometre*.

(vi) **Travel Time**

There are *eight (8) existing employees* on site who are entitled to 2 hours travel time/day under existing agreements these operators will continue to be paid this allowance but future new permanent employees on site will be employed on the basis of a gate start.

**Clause 5 Hours of Work**

**a) Ordinary Hours**

**i) Span of Hours**

*The parties commit to try to achieve efficiency improvements with regard to site rosters in return for this commitment it is agreed that permanent employees ordinary hours of work shall be 38 per week worked Monday to Friday between the times as nominated in the Parent Award. It is also confirmed that permanent employees have elected to be paid 36 hours and accumulate 4 hours per week for*



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RDO's provided that by agreement between Cleary Bros. and the majority of its employees at a particular site, the span of hours may be altered and the union advised accordingly. Latest start times will be as per the relevant award. Daily start times to be advised as necessary to satisfy customer requirements.

• *Ordinary hours of work for casual employees will be 38 hours.*

Normal start times will be advised to employees by end of the previous shift unless a customer requirement dictates such later notice.

• *RDO time will be accumulated by employees working 40hrs and the difference between this time and their ordinary hours being accrued to their RDO bank.*

Management will provide notice to take RDO's by either the agreed roster or as soon as possible in all other circumstances.

**ii) Programming of RDOs**

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. Cleary Bros. workplaces will 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 *the* employee. All rates paid for working on the RDO will be at ordinary time rates (with penalty rate applicable after 8 hours work) and the RDO entitlement can be taken at a later agreed time. If feasible an RDO roster or procedure will be developed in consultation with employees by the relevant Divisional Manager or delegate responsible for the work area in which the employee works.
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 *five* days) then such work shall be paid as a Saturday shift.

**iii) RDO Accrual During Paid Leave**

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

**iv) Rest Break**

One paid fifteen (15) minute rest break shall be allowed to all employees covered by this Agreement during ordinary hours on any







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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 as agreed with management.

- Meal breaks on public holidays will be paid at ~~ordinary~~ time. *being paid on the day for a 20 minute deduction.*

*Handwritten initials/signature and the number 34.*

**vi) Union Picnic Day**

Nominated union Picnic day at the site will be Easter Saturday for TWU members only.

**b) Overtime**

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.

**Clause 6 Inclement Weather**

**A) General Principles**

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 parties agree that the primary focus of inclement weather provisions is to provide a set of agreed procedures which ensure that productive work is maximised without employees being exposed to climatic conditions which are unreasonable or unsafe to work in.
3. Where employees are operating in weather proof cabins, inclement weather will mean when it is counter productive to the project to continue work on site and subject to safe working conditions applying. Where it is contract condition that the site remain open during inclement weather employees will be issued with appropriate





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protective clothing and equipment will be fitted with appropriate weather proof cabins to facilitate the continuation of only the essential service component of the operation.

4. Wherever inclement conditions arise, productive work should continue by following agreed procedures set out below which provide for transfers to work in areas unaffected by inclement weather and for protection from exposure to inclement weather.
5. Where all avenues of alternative productive work in areas unaffected by inclement weather have been exhausted participation in genuine and relevant training, consultation and information sharing activities will be considered.
6. In the event that the above alternative work/activities are either exhausted or not possible and it is agreed that the prevailing inclement conditions are unlikely to change within the remaining ordinary working hours, employees will not be unreasonably required to remain on site. During inclement weather clearance from the appropriate supervisor must be received before going home early, in order to be paid for that day.
7. All structured training courses conducted will be delivered by persons that are approved by the relevant Divisional Manager.
8. Other provisions will be as per the relevant award.

### **B) Procedure for Determining whether or not conditions are inclement - discussion between parties**

The Cleary Bros Site representative shall, when requested by the employees or a representative of the employees, confer (within a reasonable period time which should not exceed thirty (30) minutes for the purpose of determining whether or to 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.

### **C) Procedures for Maximising Productivity During Inclement Weather - Transfer to Alternative Productive work**

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.

### **D) Transfer to Non-productive Activities**

Those employees who, remain on site during ordinary hours or who remain on site at the direction of the company during overtime hours, and do not participate in training, consultation or information sharing activities are offered to the employee shall be paid at the base rate for the time so engaged.

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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.

### E) Resumption of work after inclement weather

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 or successor legislation, its regulations and associated safety legislation as well as the Cleary Bros OH & S Policy Procedures and Work Instructions as detailed in the quality system documentation 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. All employees are also subject to site working instructions and procedures.

### 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. Cleary Bros will pay selected employees the cost of an agreed First Aid course if carried out in their own time.



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**d) Cleary Bros Safety Supervisor**

Cleary Bros regard safety and OH & S Law 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 subcontractors on any matters concerning safety on CB sites. This will however, in no way remove any obligation of individual subcontractors and employees

**f) Amenities**

Amenities on Cleary Bros projects shall be of a consistent standard and shall comply with the standards laid down in the relevant awards and/or State legislation. However, it is acknowledged that there are times when it is impractical due to the short term nature of the job, the location of the job etc to provide lunch and toilet facilities, and this Agreement acknowledges that employees endure these conditions from time to time to ensure the job is completed in the most productive and cost effective manner. Equipment is to be cleaned, checked and any minor repairs undertaken before leaving the site. All facilities are to be kept clean, equipment is to be stowed appropriately. Where necessary 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. It is a condition of employment that employees wear the uniform provided. Employees not wearing a uniform will not be paid and may be sent home to change into uniform.





**h) Procedure for Dealing with Occupational Health and Safety Issues.**

All employees shall comply with the OH&S Act and Cleary Bros' policies on OH&S and on Alcohol and Related Drugs Safety. (Appendix 4) and now contained in the Quality Manual under CB4.21.

**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.

Agreement between the company and the Union as to any union meetings with employees must be reached prior to the meeting proceeding allowing reasonable notice of such meetings.

The company is authorised to use such other labour, including supervisors, to carry out such work that could be detrimental to the company on a safety basis and could not be delayed until the end of such meetings.

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

**b) Industrial Disputes and Grievance Procedure**

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.

In the event of a question, dispute or difficulty arising at a workplace:



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- (i) The matter shall first be raised with the workplace supervisor and agreement sought.
- (ii) If the dispute is not resolved at this level, the matter may be discussed between the union delegate and the workplace manager.
- (iii) Should the dispute remain unresolved, the matter may be referred to an official of the union, who shall discuss it with senior management. The employer may, if so desired, be represented by a representative of an employer association of which the employer is a member.
- (iv) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales or the Transport Industry Sanitary and Garbage (State) Industrial Committee.
- (v) Reasonable time limits will be allowed for discussion at each level of authority.
- (vi) While the procedure is being followed, normal work will continue.

The parties to the Agreement agree that work shall continue without interruption or dislocation throughout the period of discussions and negotiations. Whilst these phases are in place the status quo, that being the position immediately before the dispute that gives rise to the dispute, should be maintained. If either party refers the dispute to the NSW Industrial Relations Commission, 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.

Safety issues are to be dealt with under Clause 7(h)

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In addition to the above employees may take up to 3 Personal days one day at a time out of their annual sick leave entitlement provided that a minimum of 48 hours notice is provided to the company.

**b) Superannuation**

Cleary Bros will contribute \$40.00 per week or such other amount that satisfies the superannuation guarantee levy to either the C+BUS Superannuation Fund or TWU Superannuation Fund as notified in writing by the employee.

Additional contributions by way of salary sacrifice are available upon application.

**c) Insurance**

- (i) It is agreed by Cleary Bros that top-up cover for work related journeys be taken out for employees covered by this Agreement. Such coverage shall only apply after a journey claimed under the NSW Workers Compensation Act has been submitted and rejected on the grounds of fault on the part of the employee. (Should this rejection be subsequently overturned, then all monies paid under this cover shall be refunded). This is no fault cover providing no breaches of statutory obligation have occurred in respect of drugs or alcohol. This cover also attaches subject to the limitation in respect of substantial deviations contained in the NSW Workers Compensation Act. All matters in respect of this cover shall be resolved between any claimant and the relevant Insurer at the time. Current coverage is through QBE Insurance Limited and restricted to their policy wording.

The above also includes top-up cover for the maim provision under the NSW Workers Compensation Act.

- (ii) It is agreed by Cleary Bros. that all employees subject to this Enterprise Agreement shall be covered by the Chiffley Income Protection Scheme for the protection of their earnings subject to the agreed waiting period.

All matters in relation to this insurance shall be resolved between any claimant and the relevant insurer at the time.



**Clause 10 General**

**a) Demarcation Disputes**



## Clause 9 Income Security

### a) Sick Leave

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

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

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

- (ii) Employees must notify their supervisor as soon as practical before the normal shift starting time if absence due to sickness stating:

- a) nature of sickness
- b) expected duration

Non compliance for genuine reasons only will be allowed.

- (iii) Accumulation of sick leave will extend beyond the award time of ten years. Sick leave taken on the day immediately before or after a weekend or RDO must be supported by a Doctor's Certificate. If there is not sufficient documentation to demonstrate that an employee has been genuinely affected by a bona fide and disclosed medical condition in these circumstances their supervisor may at his/her discretion not allocate overtime shifts to that employee in the subsequent week.

- iv) *Accumulated sick leave will be paid out to employees at a rate of 25% of an employees entitlement should the employee be made redundant or retire. The definition of retirement will be as per the superannuation definition*

- v) *Employees that accumulate sick leave upto 4 weeks can accrue additional sick leave and have the additional sick leave paid out at a rate of 50% on June 30 each year. Employees who already have greater than 4 weeks accumulated will not be paid out retrospectively but will have their current balance adopted in lieu of the 4 weeks above and will be paid out the additional accumulated sick leave in the same manner as above.*

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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.

All Unions agree to the Demarcation Settlement Procedures 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 ACTU must participate in any discussions or meetings convened to try to reconcile the parties or protect members.

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

**b) Work Practices**

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

(i) Alternative Work

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

(ii) Sub Contractors

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





## Enterprise Bargain Agreement

meet all their statutory obligations as part of their sub contractor agreement and pay rates in accordance with site rates.

### (iii) 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.

### c) 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, and they must be officially recognised as such by both the Company and the TWU. *Co-Delegates will be recognised by Cleary Bros.*

### d) Union Official (Visiting)

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

### e) Disciplinary Procedure

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

The delegate or another person from site of the employees choosing may attend disciplinary meetings. The employee will have the opportunity to explain the situation at all times.

#### i) First Formal Warning

The employee concerned is to be approached on site by their direct supervisor. The supervisor shall make clear to the employee that their performance must improve and agree on specific action.

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.



**Enterprise Bargain Agreement**

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

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 10 (e) of this Agreement.

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





**Enterprise Bargain Agreement**

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.

**f) Site Access Passes**

Following the induction of an employee he/she will be issued with an Employees Safety Card which should be carried at all times whilst on site (refer CB 4.17)

Lost cards must be reported as soon as possible.

On many sites Cleary Bros will be required by condition of contract or in response to OH&S requirements to control sites on a security basis. Visitors to the sites will require visitors passes and employees located on a temporary basis may require work permits prior to proceeding with work. Site staff will require identification badges.

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

**Clause 11 Redundancies**

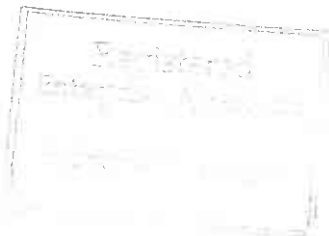
Should there be an over-supply of labour due to completion of contracts or a general downturn of industry for any reason, redundancy of employees may be necessary. Redundancy means a situation where an employee ceases to be employed by Cleary Bros, as initiated by Cleary Bros, other than for reasons of misconduct or refusal of duty.

The concept of seniority on the basis of date of start on site will only apply to those employees transferred to the site before 1 July 1998. Those employees will carry seniority relating to their starting date with the company when considering redundancies relating to each work base. The concept of the work base will be the nominated point from which the employee is normally paid travel time.

Notwithstanding that some employees now covered under this Enterprise Agreement were previously covered under the CFMEU Enterprise Agreement, any redundancies under either the CFMEU EBA or this EBA will be entirely independent of each other.

The following notice periods shall apply

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



**Enterprise Bargain Agreement**

5 years and over

4 weeks

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.

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

Years of Service	Under 45 Years	Over 45 years
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
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	20 weeks

After 6 years service an additional payment will be on the basis of three (3) weeks per completed year of service over six years plus pro-rata entitlement for completed months in the final year. Total redundancy payment shall not exceed the equivalent of 52 weeks. Award conditions only apply to casuals.

Employees who leave of their own volition will be paid an allowance of two weeks per year of service, after completing at least one year of service, to a maximum of eight weeks pay in total.

**Clause 12 Dry Hire**

Cleary Bros in its dealings with customers will pursue, as its primary objective, the supply of machinery on a manned basis. Cleary Bros shall not be disadvantaged in a competitive situation by any limitations on dry hire other than that guided by the general principles outlined below:-

- (i) No employee to lose his job directly through dry hire arrangements.
- (ii) Cleary Bros will be first and foremost a manned hire company.
- (iii) In any negotiations or quotations a manned hire price will be offered.
- (iv) The primary purpose of dry hire will be to increase the utilisation of under-utilised machinery.
- (v) Cleary Bros floats will be used to transport machinery where this is practical and commercially competitive.

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- (vi) Cleary Bros employees to undertake all repairs of dry hire machines where this is practical and commercially competitive.
- (vii) Machines will be fuelled and serviced by Cleary Bros employees, where practical and commercially competitive.
- (viii) No geographic boundaries will apply to dry hire.
- (ix) Cleary Bros reserves the right to develop "separate add-on" dry hire business.

**Clause 13 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 and having it in place by July 1st 2004.





## 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: .....

Bob Elvy  
Chief Executive Officer

*For and on behalf of TWU*

Signed by: .....

Date: .....

5-10-02

Tony Sheldon  
State Secretary

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Signatories Continued.....

EMPLOYEE MEMBERS - CONSULTATIVE COMMITTEE:

Signed by: *Graeme Granger* Date: .....  
Graeme Granger  
Technical Manager

Signed by: *Richard Olsen* Date: 5-10-02  
Richard Olsen  
Secretary South Coast & Southern Sub  
Branch

Signed by: *Richard Murada* Date: 4-9-02  
Richard Murada

Signed by: ..... Date: .....  
Wayne Barrett

Signed by: *Pat Madden* Date: 4/9/02  
Pat Madden

Signed by: *Mechelle Thorley* Date: 4/9/02  
Mechelle Thorley



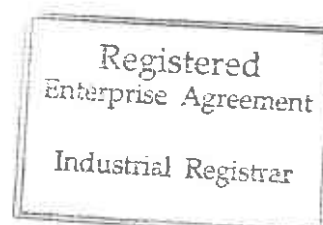




**APPENDIX 1 - TABLE 1 CLASSIFICATIONS**

Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
<i>Labourer in Training until proficient at sorting at MRF.</i>	EW1 less \$1.00 Per Hour	Awaiting Assesment
<b>Labourer and Grade 1 Recycling Worker</b>	Environmental Worker Level 1	EW1

Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
<b>Grade 1 Weighbridge Operator</b> Base rate for W/B operators includes Weighbridge Operators in training. <b>Recycle Worker Grade 2</b> Proficient in operating Bailer & Forklift	Environmental Worker Level 2	EW2
<b>Rigger/Dogman</b>  Plant operators in training or who can only operate a limited number of machines must have a minimum of 1 machine at level 1 as defined in CB4.18/1. <b>Grade 2 Weighbridge Operator</b> Operator with experience, base rate for casual operators with experience.	Environmental Worker Level 3	EW3
<b>Plant Operators</b> with 1 machine or more at level 2 as defined in CB4.18/1  <b>Grade 3 Weighbridge Operator</b> Highly experienced, permanent weighbridge operator responsible for site administration on large sites.	Environmental Worker Level 4	EW4
<b>Plant Operators</b> with 1 machine at level 3 and 2 or more machines at Level 2 as defined in CB4.18/1.		EW5
<b>Fuel Truck Drivers</b>  Plant operators who can operate three or more machines at level 3 or 1 machine at Level 4 plus 2 or more machines at Level 2 as defined in CB 4.18/1.	Environmental Worker Level 6	EW6





**APPENDIX 1 TO EBA**

Civil Operating System		
Description	Cleary Bros Agreement Classification	Abbreviation
Plant operators who can operate 1 machine at Level 4 and 1 or more machine at Level 3 or 2 machines at Level 4.	Environmental Worker Level 7	EW7





**Cleary Bros (Bombo) Pty Ltd/ TWU**  
**APPENDIX 2 TO EBA**  
**INSTALMENT INCREASES TABLE - PRODUCTION RATES**  
**LANDFILL SITES & MRF**

Classification	Current Rate (including allowances)	01/07/02	01/01/03	01/06/03	01/01/04
EW1	16.982	17.321	17.661	18.001	18.341
EW2	17.156	17.499	17.842	18.185	18.528
EW3	17.549	17.899	18.251	18.602	18.953
EW4	18.367	18.734	19.102	19.469	19.836
EW5	19.216	19.600	19.985	20.369	20.753
EW6	20.001	20.401	20.801	21.201	21.601
EW7	20.284	20.690	21.095	21.501	21.907

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## **Cleary Bros (Bombo) Pty Ltd / TWU**

### **Appendix 3 to EBA -**

## **PROTECTIVE CLOTHING AND UNIFORMS**



Cleary Bros shall issue to each employee: 1 woollen or non flammable jacket ; 1 sloppy joe; 2 Pair Trousers ; 1 pair safety boots; 3 light shirts with company logo.

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.

Employees who grease hydraulic hammers will be supplied with 1 pair of overalls.

Protective clothing must be worn by all employees appropriate to the requirements of their job. Uniforms must be worn by all full time employees with name tags clearly displayed.



**CLEARY BROS (BOMBO) PTY LTD/ TWU  
APPENDIX 4 - TO EBA  
- 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.

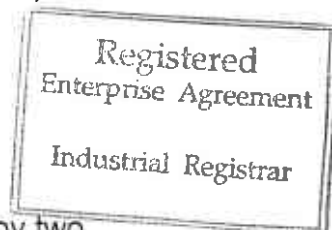
**Guidelines**

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"



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.

**CLEARY BROS (BOMBO) PTY LTD/ TWU**  
**APPENDIX 4 - TO EBA**  
**- POLICY DOCUMENT ALCOHOL AND DRUGS**



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.

