

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/5

**TITLE:** **Bestaff Contracting Enterprise Agreement 2002 - 2005**

**I.R.C. NO:** IRC2/7125

**DATE APPROVED/COMMENCEMENT:** 23 December 2002

**TERM:** 23 December 2005 (36 months)

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 21 February 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 12

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of Bestaff Contracting NSW Pty Ltd, who are engaged in or in connection with civil and mechanical engineering works, including excavation or demolition works, who fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, and Plant, &c., Operators on Construction (State) Award.

**PARTIES:** Bestaff Contracting NSW Pty Limited - & - The Australian Workers' Union, New South Wales

# **BESTAFF CONTRACTING NSW ENTERPRISE AGREEMENT 2002-2005**

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### **1. Title and Parties**

- 1.1 This agreement shall be known as the Bestaff Contracting NSW Enterprise Agreement 2002-2005.
- 1.2 This is an Agreement between Bestaff Contracting NSW Pty Limited herein after referred to as the Company and The Australian Workers Union, New South Wales hereinafter referred to as the Union.
- 1.3 Any reference in this document to "the Company" or "the Union" shall refer to the organisation named in Clause 1.2.

## **2. Persons Bound, Scope and Application**

- 2.1 This agreement shall be binding upon:-
- (a) Bestaff Contracting NSW Pty Ltd "the Company"
  - (b) The Australian Workers Union, New South Wales "the Union"
  - (c) Employees of the Company for whom the agreement is made who are, or are eligible to be, members of The Australian Workers' Union, New South Wales.
- 2.2 This agreement shall apply to employees of the Company who are engaged in or in connection with civil and mechanical engineering works, including excavation or demolition works within the scope and incidence of the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award and/or Plant Operators On Construction (State) Award.
- 2.3 This agreement shall be read in conjunction with the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award and/or Plant Operators On Construction (State) Award "the Parent awards" and shall prevail to the extent of any inconsistency with those Parent awards. Where there is no inconsistency the said award shall apply.
- 2.4 This agreement shall come into effect from the date of the vote of the employees on the agreement and shall have a nominal term of 3 years.

## **3. Review**

- 3.1 Parties to the agreement will jointly review the operation of the agreement three months after signing and then at annual intervals. The most appropriate forum for this review is a Company-Union working committee. The final review being three months prior to expiry date listed in Clause 3. 1 herein. Further the parties agree to commence negotiations in good faith aimed at concluding a new agreement no later than two months prior to the expiry of this agreement.
- 3.2 Nothing in this clause prevents the "Committee" requesting a meeting to review the operation of any part of this agreement from time to time.

## **4. Commitment**

- 4.1 The parties to this Agreement are committed to achieving workplace reform through a broad agenda focused upon two fundamental principles.

The value and personal development of every Employee shall be considered with the need for the Company to achieve the best possible financial result.

Continuous improvement of the efficiency, productivity, safety and quality of production necessary to ensure the long-term survival of the Company.

Commitment to the above principles shall include developing:

New consultative arrangements,

Improved forms of work organisation,

Greater emphasis upon learning, skill recognition and training.

## **5. Objectives**

The objectives of this agreement are:

- 5.1 To provide a sound basis for harmonious industrial relations within the company.

- 5.2 To provide the means by which the company can introduce significant flexibilities.
- 5.3 To rationalise the benefits paid to employees.
- 5.4 To ensure the highest possible standards of Occupational Health and Safety in the Company are obtained.
- 5.5 To promote management practices geared towards matching international best practice and aimed at fostering a culture of continuous improvement.
- 5.6 To ensure that the parties to this agreement have the flexibility to carry out all works and services undertaken by the Company regardless of the location or nature of projects.
- 5.7 To be continuously improving the efficiency, productivity, safety and quality of production in turn increasing the competitiveness of the Company in the national workplace.
- 5.8 To promote the importance of education and skill formation.
- 5.9 To develop adaptable, committed and highly skilled Employees.
- 5.10 To broaden the range of tasks which Employees may be required to perform.
- 5.11 To establish the necessary framework to deal with major issues confronting the civil construction industry.

## **6. Consultative Process**

The parties agree to the continued establishment of an Employer-Union working party to ensure appropriate and efficient consultation in respect to matters impinging on the operations and practices of the Company.

The working party will be made up of an equal number of appropriate management representatives nominated by the Company and Union representatives nominated by the employees.

The principle purpose of this committee will be to:

- (i) Facilitate the implementation of the terms of this agreement;
- (ii) Facilitate the process of Workplace Reform through the working parties.
- (iii) Develop and recommend measures or actions aimed at improving efficiency and productivity of the Company.

## **7. Settlement of Disputes**

- 7.1 In the first instance an employee should submit a request concerning an industrial issue to his/her immediate supervisor or foreman.
- 7.2 If the matter cannot be resolved at this stage the following procedure shall apply
- 7.3 The employee together with the union delegate/organiser will submit the matter to a combined company/union committee for resolution.
- 7.4 If the dispute still exists after the before mentioned process has been carried out then the matter will be forwarded to the NSW Industrial Relations Commission for Relations determination and resolution. The NSW Industrial Relations Commission decision will be accepted by all parties subject to legal rights appeal.
- 7.5 Clauses 7.1 and 7.2.1 should be actioned expeditiously and resolved if possible within a 48 hour period. Action pending on clause 7.2.2 will depend on the workload of the "Commission".

7.6 Work shall continue without interruption or dislocation, as it did prior to the dispute arising, during all discussion and resolution of the dispute. This will not prejudice the final settlement of the dispute or prevent the union from having reasonable consultation with its members.

### **8. Inclement Weather**

The parties agree that a reasonable approach shall be taken to inclement weather which shall mean work will continue unless the employer and workers agree that it is either not reasonable or not safe for employees to continue working. The employees on any inclement weather affected site or section of a site can be transferred to another site or section of a site for productive work. Management will take a reasonable approach when requiring employees to transfer from site to site. This shall include giving consideration to the distance to be travelled and the time of day, however, management maintains the right to make the final decision as to when the transfer of employees from site to site is appropriate. Transfer allowances under the relevant award shall apply when this is required.

Should the transfer be inappropriate those employees directly affected by the inclement weather shall be required to attend the workshop or other location to perform maintenance and/or attend safety, skills development or training sessions or convene meetings to discuss the organisation of work as directed by management. Where none of the foregoing are available the company shall adopt a commonsense approach and will not unreasonably refuse to authorise employees to leave site.

### **9. Absenteeism/Sick Leave**

The Consultative Committee shall develop a program to reduce absenteeism to a minimum. The program shall include measurement of the level of absenteeism within management and the workforce.

Without being exhaustive the program may consider.

Work teams endeavouring to maintain work output by covering the work of absent workers in their team without the use of casuals or other replacements;

Incentive plans to encourage a reduction in absenteeism.

### **10. Hours of Work**

The ordinary hours to be worked under this agreement shall be 8 hours per day, 38 hours per week and shall be worked on any 5 days Monday to Friday 5.00am to 6.00pm. However, where agreement is reached between management and the relevant Employees, the start and finish times may be varied on a particular project, such agreement will be reduced to writing and be specific in its application.

For the purpose of this clause, the week shall commence on a Monday.

The parties recognise that on some project, enterprise arrangements or other contractors will need to be considered to allow efficient project delivery. Where such arrangements exist the parties to this agreement will confer and by agreement implement any changes deemed as necessary.

The following criteria shall be considered in assessing changes to the hours of work of any Employee:

Impact on quality of life,

Impact on project efficiency, productivity and quality;

Impact on employment levels; and

Impact on Employees remuneration.

## **11. Casual Employment**

- 11.1 Casual employees are employees, engaged as such. A casual employee shall be paid for a minimum of three hours. Termination of employment shall be by one hours notice or by payment or forfeiture as the case may be.
- 11.2 Casual employees shall be paid a 20 per cent (20%) loading on the rate applicable to the employees relevant classification contained in Appendix A of this agreement.
- 11.3 The loading for a casual employee is paid in lieu of "Annual Leave", "Sick Leave", "Public Holidays", "Picnic Day" and "Redundancy Payments" prescribed by the parent award.

### **12. Probationary Period**

- 12.1 Employees will initially be engaged on probation. The probationary period shall be up to three (3) months and the employee would accrue annual leave, superannuation and redundancy entitlements for the period of probation. This period is necessary to allow sufficient time for the company to assess the skills and performance of the employee.
- 12.2 Employees will be paid in accordance with their recognised and assessed skills and shall not be disadvantaged whilst on the probation period.
- 12.3 Casual employees will not be eligible for benefits accruing as per clause 21.

## **13. Retrenchment**

The parties agree with the NSW Industrial Tribunal decisions that length of service can be a consideration in determining retrenchment. The parties accept the principle that length of service should not be the exclusive consideration, but one of a range of factors considered including the skills and efficiency of workers, the skills available within the existing workforce and changes in the operational direction of the business. In general, the retrenchment of employees covered by this agreement shall be on a merit basis.

## **14. Termination of Employment**

- 14.1 Any issues concerning application of the provisions of this disciplinary procedure will be resolved strictly in accordance with "Settlement of Disputes" as described in clause 7 of this Agreement.

### **14.2 First Formal Warning**

The employee concerned is to be approached on site by his/her direct supervisor together with delegate. The supervisor will make clear to the employee what the problem area(s) is (are) and how his/her behaviour must improve. Following this discussion, the supervisor shall report the matter to his/her Project Manager, who shall ensure that this action is noted and followed up in writing as well as inscribed on the employees file.

### **14.3 Final Formal Warning**

Where the same or similar behaviour continues and it is necessary to issue a second formal warning, this shall be issued, in writing, by an officer of the company. A copy of the written warning shall be given to the employees representative.

At the time of issuing the written warning the officer of the company will canvass the desirability of counselling the employee.

### **14.4 Termination**

Where the same, or similar behaviour is repeated the employee's services shall be terminated by a company officer in front of an employee representative or Delegate and one other member of management.

#### 14.5 Revoking Warnings

Where a period of six months has elapsed after issue of a final written warning, and the company has had no cause to take further disciplinary action in respect of that employee, that warning shall be revoked and removed from the employee's file.

#### 14.6 Instant Dismissal

There will be occasions when the warning system will not be appropriate, such as serious and wilful misconduct, in which case instant dismissal is the appropriate procedure. The employee's delegate shall, where practicable, be informed.

#### 14.7 Termination of Employment - General

Termination of Employment for all employees shall be in terms specified in this agreement.

14.8 At any time during the process outlined in this Clause any employee shall be afforded the opportunity to defend him/herself against the allegations made unless the employer could not reasonably be expected to give the employee that opportunity.

### **15. Wage Rate Increases**

The Arbitrated Safety Net Adjustments to be awarded in the Parent Awards through future State Wage Case Decisions of the Industrial Relations Commission of New South Wales will flow onto employees under this agreement by further adjustments to the Table in Annexure A to this agreement.

### **16. Meal Allowance**

A meal allowance of \$9.55 or other amount shall be paid as per application of the parent award.

### **17. Travelling Allowance**

17.1 An allowance of \$ 17.45 per day shall be paid to employees of the Company for each day worked to compensate for excess fares and travelling time to and from their place of work up to 70 kilometres radius of depot.

17.2 When an employee is required to travel to work at a site that is located more than a 70 km radius from the company depot, but not more than a 80 km radius from the depot an employee will be paid an additional \$6.00 per day.

17.3 When an employee is required to travel to work at a site that is located more than an 80 km. radius from the company depot but not more than a 90 km radius from the depot, an employee will be paid a further \$6.00 per day.

17.4 When an employee is required to work at a site located at more than a 90 km. radius from the company depot and the location necessitates the employee to live away from home the employee would be entitled to the distant work provisions of this agreement. However, nothing within this clause shall prevent the parties agreeing to pay the distant work provisions for this agreement where an employee is required to work at a site being less than 90 km from the depot, if the work necessitates the employee living away from home.

17.5 The allowance in subclauses 17.1, 17.2, 17.3 shall not be payable if the company provides or offers to provide a company vehicle or transport free of charge to any employee from and to a point established at a distance of not more than 3.2km from the employee's residence in which case an amount per day as set out in the Parent award shall be paid. Provided further that the provisions of subclauses 17.1, 17.2 and 17.3) shall not apply to any employee when required to report to a fixed establishment or place of work not being a construction site.

17.6 Employees provided with a fully maintained company vehicle shall not be entitled to payment of the allowance in clause 17. 1.

### **18. Distant Work**

Employees who are requested by the Company to work on distant projects, will either be provided with reasonable Board or Lodging, or be paid an appropriate allowance in accordance with the Award.

There will be appropriate consultation and a reasonable approach adopted by all parties as to whether reasonable board and lodging or a relevant allowance will be paid. It is agreed that employees will not be financially disadvantaged and will be fully compensated for agreed expenses.

Where reasonable board and lodging is to be paid by the company arrangements will be made by the Company for the employees prior to their commencement on site.

### **19. Rostered Days Off**

19.1 Industry scheduled Rostered Days Off (RDO) can be worked and accumulated up to a maximum of 7 days in any one year. Arrangements for the taking of RDO's are to be arranged with management so as to ensure maximum production of the company at all times.

19.2 Where an employee works on a scheduled industry RDO that day will be paid at ordinary time unless seven (7) days have already accumulated, in which case any RDO worked shall be taken on an alternate day, so long as this RDO is taken prior to the next programmed RDO.

19.3 If suitable arrangements for the taking of accumulated RDO's are not possible due to heavy workloads, or it is requested by the employee, and it is agreed by the parties, a further five (5) days may be accumulated and be taken at a mutually agreed time.

19.4 Any accumulated RDO's must be taken within 12 months of their accrual.

19.5 Employees working on large infrastructure project(s) where alternate arrangements are in vogue via the prime contractor will have to comply to such arrangements pertaining to that particular project.

### **20. Picnic Day**

In accordance with the award picnic day provision the Company will require from an employee proof of picnic day attendance, Le. ticket purchase before payment will be made for the day. No work shall be scheduled on the first Monday in December each year -which is the Annual Industry Picnic Day.

### **21. Redundancy**

Each permanent employee will have contribution of \$55.00 per week contributed to the ACIRT redundancy trust.

### **22. Superannuation**

Each employee will have contributions made on his/her behalf, paid into the superannuation fund known as C+BUS. Contributions will be limited to the rates as applicable to the "Superannuation Guarantee" legislation as applying from time to time.

### **23. Long Service Leave**

All employees are to be registered with the Building Industry Long Service Payments Corporation if not already enrolled.



## **24. Worker's Compensation**

- 24.1 It is term of the agreement that immediately on signing of this document the company will provide Top-Up Workers Compensation Insurance.
- 24.2 Employees will not receive pay for public holidays while receiving compensation benefits.

## **25. Rate of Pay and Classification/Skill Matrix**

The wage rates to be paid under this agreement shall be in substitution for any wage or allowance entitlements available under the parent award.

All employees shall be classified in accordance with the levels set out in Appendix A and shall be paid the appropriate weekly rates. This provision shall commence from registration of the agreement.

The Company shall be entitled to engage trainees on training rates of pay as approved by the Industrial Relations Commission at the remuneration levels as applicable from time to time.

## **26. Performance Measures**

The company is currently committed to processes of workplace reform including the ongoing development of the Company's consultative mechanisms being the Company-Union working party. The management of the Company, together with these consultative mechanisms will drive the process of workplace reform within the organisation with the specific goals of improving both company and employee performance. As such an agreed performance measurement system is to be developed that will be an integral feature of measuring individual and team performance in the future.

## **27. Training**

The parties to this agreement recognise that in order to increase the productivity and efficiency of the Company a greater commitment to training and skill development is required.

Accordingly the parties commit themselves to:

Developing a more highly skilled and flexible workforce.

Providing employees with career opportunities through appropriate training to acquire additional skills as required by the company.

Promoting the greatest possible use of all of the skills which an employee has acquired.

To facilitate the above objectives the company shall, in co-operation with the Company-Union working party and by consultation between the company and employees develop a training program consistent with the needs of the employees in the context of..

The current and future skill needs of the company.

The size, structure and scope of the activities of the company.

The need to develop vocational skills relevant to the company and the Mechanical and Civil Engineering industries generally through, courses conducted by accredited educational institutions and providers, in-house trainers and external consultants.

## **28. Productivity Allowance**

- 28.1 The company productivity payment is incorporated in the workface hourly pay rate in Appendix A and no other company productivity payment will apply.

- 28.2 This allowance will be paid in lieu of all award allowances as per clauses 12 and 1.3 of the parent award including absorption of site agreements, project allowances or contract agreement rates except as defined in this clause - There will be no "double dipping".
- 28.3 It is a term of this agreement that no project site specific agreement ratified by the relevant Commission or otherwise, will arbitrarily override or supersede this or parts of this agreement in areas relating to superannuation, redundancy and other company specific issues. Where however, there is a need of variation to this agreement as a result of project contractual requirements, changes to the terms of this agreement will be mutual agreement, following consultation.
- 28.4 The parties acknowledge some projects may have site-specific project agreements which prescribe special conditions. Where such agreements are contractually applicable and formally certified by the relevant Industrial Tribunal and the company is made aware of such a contractual requirement in writing prior to commencing work on site, and the agreement prescribes additional specific project productivity payment(s), the company shall make such payments in excess of those amounts shown as "productivity payment(s), Appendix A.
- 28.5 Except as noted above, no project specific agreement will override the conditions of this agreement.
- 28.6 Productivity allowance will be paid monthly directly into the employees personal "Redundancy Fund Account" eg. ACIRT, such allowance will be shown as an additional contribution to the redundancy trust.

### **29. Quality Assurance**

Providing clients with a quality product with minimal defects and rework is a fundamental objective and policy of the company. By adopting the correct attitude and approach to quality and by using the procedures outlined in Australian Standard 3902 the Company will be able to deliver to our clients a product fit for its intended purpose and to the minimum specified standard of quality. The involvement of all employees in this procedure is essential to its success and will be the most important measure used by the company to assess the productivity and efficiency improvements provided by employees.

Quality assurance and improvement can only succeed if everyone in the Enterprise contributes and plays their part. All employees of the company will be required to commit themselves to working with management in developing and delivering quality systems and a quality product as part of the Enterprise Agreement.

### **30. Occupational Health & Safety (Oh&S)**

The Company is fully committed to the ongoing management and improvement of its OH&S policies and programs. The company requires every employee to be equally committed and involved in the maintenance of these policies and their own safety. The Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulations - 2001 will be among the criteria in the measurement of productivity and efficiency gains expected to be generated by this Agreement.

All employees will be required by company policy to undertake and obtain a "General Safety Certificate" before commencing on site.

"Work Activity Induction" will commence on day one of an employees arrival on site and continue together With "Site Safety ' instruction for the complete time of an employees exposure to Mechanical and Civil Construction whilst in the employment of the company.

All training and activities associated with O.H & S will be undertaken by accredited trainers.

Where an employee is instructed to perform a task and the employee considers that they are not adequately experienced to perform that task via (JSA's and Toolbox Talks) then the employee is required to notify their supervisor immediately and not attempt such task. This requirement is to ensure employee's safety and no employee will be disadvantaged as a result of not carrying out the task.

No employee is expected to operate any machine/vehicle which the employee reasonably considers to be unsafe. Employees able to identify problems concerning plant are to notify their immediate supervisor and make an entry into the defects book to enable rectification to be accomplished.

### **31. Protective Clothing/Equipment**

#### Footwear

All employees will be required to present ready for work with appropriate footwear.

#### Entitlement

All employees shall be issued with protective equipment as necessary to ensure their occupational health and safety on commencement.

Protective clothing will be issued by the company after a probationary period has been achieved.

#### Non-Wearing of

Where an individual who has been issued with required protective safety equipment, including safety footwear and clothing, is found not to be wearing same on the job then such employee shall be counselled by the supervisor.

Further infractions in relation to protective equipment will result in the individual being required show cause why that individual should not have his/her employment terminated.

### **32. Alcohol and Drugs**

The Company by way of this Drug and Alcohol Policy aims to raise the awareness of its employees, associates and the general public to the dangers and risks of Drug and Alcohol usage in the workplace.

We the company are extremely conscious of the health and safety of our employees, associates and public. We, respect the right of each individual to work in an environment that promotes a workplace free from unnecessary added danger and risk that may be as a result of drug and alcohol usage. Therefore, to maintain an image and high standard of professionalism, the company demands that the workplace remain drug and alcohol free.

Each employee will be held accountable for any breach of this policy.

The company by enforcing this policy will not only ensure the safety of all but will maintain high levels of productivity, efficiency and quality.

The disciplinary procedure for breach of this policy shall be as per the Parent award.

### **33. Abandonment of Employment**

The absence of an employee from work for a continuous period of three (3) working days without the consent of the company will be evidence the employee has abandoned employment.

Without notification to the company of a reasonable explanation the employee is deemed to have abandoned and therefore terminated his/her employment.

Termination of employment by abandonment in accordance with this clause will operate as from the date of the last attendance at work, or the date of the last absence in respect of which notification was given to the company, whichever is the latter.

### **34. Trade Union Rights and Representations**

The company recognises the value of a cooperative relationship with employees, their union representatives and the broader Trade Union movement. All prospective and current employees will be encouraged to join and remain financial members of the union party to this agreement.

An employee elected as a job steward/union delegate shall upon notification by the union to the company be recognized as the accredited representative of the union. The delegate will be allowed reasonable time during work hours to submit to the company matters affecting the employees.

An accredited union delegate may be given reasonable paid time to attend delegates meetings/seminars as convened by the Union and attend and enrol in training courses approved by the union up to a maximum of five (5) days per annum. There will be appropriate notice and agreement with the company prior to a delegate being enrolled in a course.

At the employee's request, the company may make provision for payroll deduction of Union fees.

### **35. No Extra Claims**

The employees of the Company and the Union agree not to make any extra claims for any increases in rates of pay or allowances during the term of this agreement.

However, it is recognised that late in 2002 there will be industry discussion in respect of a "36 Hour week." Should there be industry-wide acceptance of change to "Hours of Work" this issue will be subject to review.

### **36. Shift Work**

For the purpose of this clause where it is necessary that work is performed on a shift basis the following shall apply:

- (a) Evening shift means any shift starting at or after 1 1.00am

Provided that the employee is employed continuously (inclusive of public holidays) for five shifts Monday to Friday, the listed rates shall apply:

Afternoon Shift - Ordinary time plus 25 per cent

For the purpose of this clause an employee shall not be required to work for more than five (5) hours without a meal break.

The hours for shift workers, when fixed shall not be altered except for breakdowns or other causes beyond the control of the employer.

For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary evening shift commencing before 12 midnight Friday shall be regarded as a Friday shift.

All work in excess of normal shift hours, Monday to Friday other than holidays shall be paid for at ordinary overtime rates of pay. (Excluding shift penalties)

For all work performed on a Public Holiday the normal base rate paid at double time and one half shall apply.

### **37. Endorsement of the Agreement**

The parties recognise that each has a responsibility to ensure the successful operation of this agreement. The signatures below testify the fact that the agreement has been ratified at peak company, and union levels.

Signature  
For the Union

Signature  
For the Company

Print Name

Print Name

Date

Date

Witness - Print Name

Witness - Print Name

Witness - Signature

Witness - Signature

**APPENDIX A**

| Classification | Base Rate/Hr | Workface Rate To \$30m/hr | Workface Rate \$30-100m/hr | Workface Rate Above \$101 m/hr |
|----------------|--------------|---------------------------|----------------------------|--------------------------------|
| CCW1           | 13.72        | 15.22                     | 15.72                      | 16.75                          |
| CCW2           | 13.95        | 15.45                     | 15.95                      | 16.95                          |
| CCW3           | 14.68        | 16.18                     | 16.48                      | 17.65                          |
| CCW4           | 14.95        | 16.45                     | 16.95                      | 17.95                          |
| CCW5           | 15.40        | 16.89                     | 17.40                      | 18.40                          |
| CCW6           | 15.75        | 17.24                     | 17.45                      | 18.75                          |
| CCW7           | 15.90        | 17.40                     | 17.90                      | 18.90                          |
| CCW8           | 16.25        | 17.75                     | 18.25                      | 19.25                          |

**Base Rate**

Will be paid for all non productive work inclusive of Annual Leave (plus 17.5 per cent loading), Sick Leave, Bereavement and other award provisions to authorised absences from work, and all training activities.

**Workplace Rate**

Nil be paid for all productive aspects of work inclusive of rostered days off and the like. Such productivity allowance shall also be in lieu of any applicable site allowance payable.

**Allowances**

Under \$30 million Jobs

Total allowance is \$1.50 per hour. Site allowance component being \$0.50 per hour and productivity component being \$1.00 per hour.

\$31 million to \$100 million Jobs

Total allowance is \$2.00 per hour. Site allowance component being \$0.75 per hour and productivity component being \$1.25 per hour.

Over \$101 million Jobs

Total allowance is \$3.00 per hour. Site allowance component being \$1.00 per hour and productivity component being \$2.00 per hour.

**APPENDIX B**

**Leave Reserved**

The parties agree that they will work toward achievement of standard rates of pay in the "Labour Hire Sector" of the General Construction and Maintenance, Civil and Mechanical Engineering Division of the industry.

Further, when a standard set of rates have been achieved in the 'Labour Hire Sector' of our industry, alteration may proceed to Appendix A of this Agreement.