

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/133

TITLE: Structural Concrete Industries (Aust) Ptd Ltd Enterprise Agreement 2005

I.R.C. NO: IRC6/1128

DATE APPROVED/COMMENCEMENT: 8 March 2006 / 8 March 2006

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**NEW AGREEMENT OR
VARIATION:** Replaces EA03/139.

GAZETTAL REFERENCE: 31 March 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Structural Concrete Industries (Aust) Pty Ltd, employed at 11 Park Street Teralba NSW 2284 who fall within the coverage of the Concrete Pipe and Concrete Products Factories Consolidated (State) Award and the Metal, Engineering and Associated Industries (State) Award

PARTIES: Structural Concrete Industries (Aust) Pty Limited -&- The Australian Workers' Union, New South Wales

**STRUCTURAL CONCRETE INDUSTRIES (AUST)
PTY LTD
ENTERPRISE AGREEMENT 2005**

1. TITLE

This agreement shall be known as the "**STRUCTURAL CONCRETE INDUSTRIES
(AUST) PTY LTD ENTERPRISE AGREEMENT 2003** "

2. APPLICATION

This agreement shall be read and interpreted in conjunction with the Concrete Pipes and Concrete Products (State) Award for non-trade employees and the Metal and Engineering Industry (State) Award for trade employees, as varied from time to time and any awards made in succession thereof, provided that where the provisions of the awards are inconsistent with the provisions of this agreement, the provisions of this agreement shall apply to the extent of any inconsistencies.

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PART 1 - PURPOSE

1.1 Intention

This is a single site agreement which, has been developed through a process of consultation and reflects a commitment to achieving a flexible and more competitive enterprise.

It is the objective of the parties to make Structural Concrete Industries (Aust) Pty Ltd – Teralba site a highly competitive manufacturer, and a model industrial site excelling in safety, productivity, quality, flexibility, communication and commitment.

The intention of this agreement is to create an environment, which will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of both the individual and the business.

Work will be organised wherever possible to maximise the flexibility of the work force and enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.

The existence of this agreement does not limit or preclude the engagement of employees by way of Australian Workplace Agreements.

1.2 Duress

This agreement was not entered into under duress by any party to it.

1.3 Incidence

This agreement shall be binding upon ;

- a) The operations of Structural Concrete Industries (Aust) Pty Ltd (hereafter referred to as "**the Company**") at 11 Park Street, TERALBA NSW 2284 in respect of employees covered by the classifications contained within this agreement

And;

- b) The employees of Structural Concrete Industries (Aust) Pty Ltd (hereafter referred to as "**employee(s)**") employed at 11 Park Street TERALBA NSW 2284, and at remote locations as required from time to time to meet the contractual obligations of the Company.

And;

- c) The Australia Workers Union (AWU) (hereafter referred to as "**the Union**").

1.4 Date and Period of Operation

This agreement shall operate from the date of approval by the Industrial Relations Commission of NSW and shall remain in force for a period of three years. The agreement shall expire on 26/11/08. Three months prior to expiry of the agreement, the employees and management of the Company shall undertake negotiation for the next agreement.

This agreement shall remain in force until such time as any new agreement is made.

1.5 No Extra Claims

The parties agree that no extra claims including wage or allowance increases shall be granted or claimed other than those contained or provided herein for the duration of this agreement.

1.6 Demarcations

It is agreed there will be no demarcations other than those arising from individual levels of skill.

1.7 Previous Workplace Agreements

This agreement rescinds all previous workplace agreements relating to conditions of employment, written or practice whether certified or by notice.

1.8 Industrial Action

No industrial action will be taken during the life of the agreement in support of causes influenced by organisations outside the company sphere, except for National or State stoppages, whereas the individual employee will have the option to participate at his/her discretion.

1.9 Objectives of the Agreement

This Agreement represents a comprehensive agreement covering the terms and conditions of employment for employees of the Company. In entering into this Agreement the parties are committed to implementing workplace reform which includes the following factors:

- (i) The identification of best practice standards in the key areas of the operations, the establishment of measures of performance to achieve best practice in these areas and the implementation of workplace reform based around these best practice standards.
- (ii) A work organisation which leads to a more flexible, efficient and responsive Company.
- (iii) The development of a continuous improvement process based on customer focus throughout the Company.

With these factors in place, the parties are committed to achieving the following objectives:

- future investment opportunities leading to increased employment opportunities;
- substantial productivity improvement;
- continued quality improvement;
- continuity of work and long-term profitability for the Company;
- benefits to all employees of the Company;

Both employer and employee stakeholders will monitor these objectives and foster a positive approach to productivity and quality improvement embracing management, team leaders and employees.

1.10 Obligation under this agreement

Each of the parties to the Agreement recognizes that they have specific obligations to achieve the common goals and objectives.

(A) The Company

The Company is obligated to:

- (i) Where is deems appropriate, provide opportunities for learning and skill formation and career progression for its employees.
- (ii) Provide information about the Company and conditions at the Workplace which affects the jobs of employees.
- (iii) Ensure that no employee will be required to undertake tasks for which they have not received adequate and appropriate training either 'on the job' or external.
- (iv) Provide the appropriate skills development to ensure that employee Committee members can participate in the consultative process.
- (v) Provide a safe and healthy working environment including the provision of protective equipment.
- (vi) Provide the guidance, support, encouragement and tools of quality to promote a workplace embracing the ideal of continuous improvement.

(B) The Employees

All employees are obliged to:

- (i) Comply with all Company safety rules and regulations including the use of all protective equipment.
 - (ii) To work productively within job requirements and allocated tasks and to participate in the process of continuous improvement in all aspects of the enterprise's operations which includes:
 - Direct productivity increases
 - Occupational Health and Safety
 - Quality of product / quality assurance
 - Reduction of waste, wasted material and wasted time
 - Housekeeping and cleanliness
 - Reduction in the current level of controllable operating costs, ie maintenance, power, consumable items and the like.
- (C) The parties are committed to sharing through consultative processes the design of work systems and arrangements which will increase the productivity and efficiency of the Company and provide the opportunities for making better use of the expertise, skills and experience of all employees. This process will be carried out during the life of the agreement.
- (D) The parties are committed to ensure by their conduct strict compliance with the terms and conditions of this Agreement and its attachments.

PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Equal Employment Opportunity

The Company is an equal opportunity employer. All employees (and prospective employees) are treated on their merits, without regard to race, age, sex, marital status, or any other factor not applicable to the position.

Prior to offers of employment being made prospective employees may be required to undergo medical and fitness assessment to establish their suitability to functionally perform the duties applicable to the position.

Employees are valued according to how well they perform their duties and their ability and enthusiasm to maintain company standards.

The Company shall have sole discretion on the selection of any employees to be made redundant should the circumstances require a reduction in the permanent workforce. In general selection will be based on the employee's skills level and evaluation will be in accordance with the preceding paragraph.

2.2 Statement of Engagement

Prior to commencement of employment, employees will be provided with a statement of engagement encompassing a job description which, sets out the basic terms and conditions of employment. The duly signed copy by the employee shall be returned to the company prior to commencement.

2.3 Engagement

Permanent

Except for casual and/or part-time employees, engagement shall be by the week.

Part-Time Employees

A part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than the number of days or hours worked by permanent employees. A part-time employee shall be paid a pro-rata proportion of the full time weekly rate applying to the classification, and shall be entitled to all the benefits and conditions enjoyed by full-time employees on a pro-rata basis.

Casual Employees

Casual employees shall mean an employee who is paid as such and engaged by the hour.

A casual employee, in addition to the hourly rate calculated in accordance with this agreement, shall be paid twenty per cent (20%) inclusive of the Annual Holidays Act 1944, leave component for casuals.

Labour Hire Agency Employees

From time to time to meet operational requirements and demand, the company may deem it necessary to engage the services of labour hire agency employees to supplement the Company's existing workforce. Such employees are not intended to replace current company employees or reduce earning levels.

2.4 Probationary Period

A minimum probationary period of three months will apply to all new permanent and part-time employees. During this period the employee's performance will be monitored and the employee will be advised regularly of their performance outcomes. Following the probation period the employee will be further advised in writing as to the continuation of employment, such continuation being dependant on his/her services being required and the employee attaining and maintaining an acceptable standard of performance.

2.5 Termination of Employment

In order to terminate the employment of an employee (except for casual employees) the company shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	One week
More than 1 year but not more than 3 years	Two weeks
More than 3 years but not more than 5 years	Three weeks
More than 5 years	Four weeks
The period of notice is increased by one week if the employee is over 45 years of age and has completed at least 2 years continuous service with the company.	

The notice of termination required to be given by an employee shall be the same as that required of the company, except that there shall be no additional notice based on the age of the employee concerned.

Provided further by mutual arrangement between the parties, employees after having been given or having given notice, may leave their employment before the expiration of the notice period and receive wages up to the last day worked.

2.6 Summary Dismissal

Notwithstanding the provisions of clauses 2.4 and 2.5 the company shall have the right to dismiss any employee without notice for serious misconduct or serious negligence, which justifies instant dismissal which may include but is not limited to, refusal of duty or failure to obey the company's policies and procedures, the OH&S Act and associated regulations in which case the employee shall be paid up to the time of dismissal only.

2.7 Abandonment of Employment

An employee who is absent from work for three (3) consecutive working days or more without the consent of the Company and who has not made contact with the Company or their supervisor shall be deemed to have abandoned their employment

and shall be terminated and paid entitlements up to and including the last day worked.

2.8 Voluntary Retirement Scheme/Redundancy

In the event that voluntary retirement offers or redundancy becomes necessary, the provisions of the Concrete Pipe & Concrete Products Factories (State) Redundancy Award and the Metal and Engineering Industry (State) Redundancy Award shall apply.

2.9 Performance of Work

Employees will perform all work within their skill and competence, including work that may be peripheral and/or incidental to their main task or function. Further, it is agreed that there will be no demarcation other than those arising from individual levels of skill, competence and training.

2.10 Commitment to Increase Productivity

It is the joint commitment of the parties to work together to make the Company highly competitive, excelling in occupational health and safety awareness, productivity, and quality through flexibility, communication and commitment to continuous improvement.

2.11 Customer Focus

It is the joint understanding that customers are the focus of the business and they must be treated with courtesy and respect. The joint focus will be on the current and future business needs of our customers, with the intention of satisfying them with service, program commitments and innovation at a competitive price.

It is agreed that provided there are no safety hazards or legislative/award/agreement restrictions, work will continue until the customers needs are satisfied.

Employees will at all times be aware of the image they are portraying when they are working for a client. Employees must ensure they are neat and tidy, and equipment and vehicles are maintained and kept clean.

2.12 Inclement Weather

To maintain productivity and to minimise the very high cost of potential production loss and contractual risk, the enterprise is committed to maintaining continued normal work where ever possible during periods of inclement weather. The company will provide adequate wet weather equipment comprising coat, over-pants, rain-hat and gumboots to ensure adequate protection is provided to all employees. Employees are required to wear this wet weather gear during periods of wet weather.

It is agreed that extreme weather conditions eg storms and very heavy rain may require some production work to be delayed or post-poned.

Should continuous heavy rain persist then the decision to continue working will be determined through consultation between the Team Leader Coordinator and the Team Leaders in accordance with the wet weather policy. Should it be necessary the OHS WorkGroup representative(s) and management will be involved in this consultation. To ensure safety in adverse weather conditions, safe work procedures may require modification through the risk assessment process.

All ordinary time worked during wet weather periods shall be paid at ordinary time rates.

The Company shall supply designated storage space to all employees to accommodate their wet weather equipment and clothing. Employees will be required to maintain a change of dry clothing in their locker in the event that the said employee has a need to change from wet clothing.

If, during wet weather periods, the employee's clothing becomes wet, the employee may return to the change room to change into dry clothing. The employee shall then return to the job for the completion of his/her work tasks.

If the employee becomes wet for a second time the employee shall be allowed to return home for a change of dry clothing and then return to work, provided the employee is allowed one and one half-hours to return to work.

In the event that there is not enough time for the employee to proceed to his/her residence and return to work before the normal finishing time of the employees ordinary shift, the employee may not be required to return to work. In this event the employee will be paid at ordinary time up to the normal ordinary hours finishing time only.

2.13 Protective Clothing and Equipment

It is important that employees are provided with protective clothing and equipment to ensure personal safety, and to meet legislative requirements. The issuing of protective clothing will contribute to creating a sense of team-work and will project an image to customers that employees are the most important resource of the Company.

Employees are responsible for the care and day to day maintenance of protective clothing and equipment issued and or when engaged in carrying out work for which protective equipment and/or clothing is required shall be obliged to use or wear such equipment as supplied. When protective clothing and equipment is not being used (or on the cessation of a period when it has been used) the protective clothing and equipment must be stored in the employee's secured space or locker.

Wet weather equipment must be stored in the employee's designated space within the secured wet weather equipment store.

The company shall provide, free of charge, such protective clothing and equipment as may be required for the performance of an employee's duties.

After 152 ordinary hours employment with the Company, Permanent employees will be issued with protective clothing as follows;

- (a) Work protective clothing, which will consist of three (3) long sleeve high visibility shirts and three (3) trousers to each employee.
- (b) One pair of steel capped safety boots.
- (c) A high visibility winter jacket issued annually or on a wear and tear basis whichever is the greater.
- (d) One high visibility vest (which must be worn when a non-high visibility shirt or jacket is worn).
- (e) Wet weather equipment comprising coat, over-pants, rain hat and gumboots.

Replacement of protective clothing and safety boots shall be on a wear and tear basis but only following approval by the Operations Director.

As the Company employs all new employees for a probationary period of three months, those employees may be required to return to the Company all protective clothing issued, if the employee ceases employment within the probationary period. All protective safety and wet weather equipment issued shall remain the property of the company and shall be returned where required on termination of employment.

Any breach of the provisions contained in this clause will be dealt with in accordance with Clause 7.2 Disciplinary Procedures.

PART 3 - CLASSIFICATIONS, SKILL DEVELOPMENT, EDUCATION AND TRAINING

3.1 Company Induction

At the commencement of employment each employee shall be inducted into the company. The following areas shall be covered within each level of the skills structure:

- Information about the company
- Conditions of employment
- Security requirements
- Introduction to supervisors and fellow workers
- Work and documentation procedures
- Occupational Health and Safety policy
- Equal Employment Opportunity policy

3.2 Classifications

The parties are committed to continuous improvement of the Agreement so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in employee development.

In making this commitment the parties accept the Classification descriptions are broadly based and generic in nature. Employees shall perform a wider range of duties including work which may be incidental or peripheral to their main tasks or functions.

Trade employees may be required to perform work which, while primarily involving the skills of the employee's trade, are incidental or peripheral to the primary task, but facilitates the completion of the whole task.

The classifications contained in this agreement are those contained in the attachment **SCHEDULE "B"** "Job Models Skills Matrix".

Job Models Skills Matrix

The required competencies of employees covered by this agreement are contained in the attachment **SCHEDULE "B"** " Job Models Skills Matrix"

The Job Models have been developed through a consultation and assessment process with all employees and reflect most tasks undertaken within the Company. Each Job Model has been assessed relevant to the skills required and placed within the Pay Level Structure contained in **SCHEDULE "A"**.

Each Job Model has specific identified competencies which an employee must have before they are eligible to be appointed to the Job Model level and paid as such.

It is acknowledged and agreed that the " Job Models Skills Matrix" document may be varied from time to time by the Company to meet changes in operational requirements or the introduction of new technology or altered processes or tasks.

Wage rates for each Job Model are set out in **SCHEDULE "A"** of this agreement.

3.3 Progression up the Structure

A skills based career structure will be the basis for skills development which will provide for the payment of skills obtained and utilised.

Employees will progress through the career structure by acquiring additional skills in accordance with **SCHEDULE "B"** of this agreement. The acquisition of additional skills will be dependent on the needs of the Company and the identified skill deficiencies of individual employees.

Skills are deemed to have been acquired once consistent competency has been demonstrated to the required standard of the Company. Consistent and continued competency with a skill must be maintained by the employee in order to be recognised for that skill.

Skills assessment and reassessments will be undertaken within six (6) months of certification of the agreement and every twelve (12) months thereafter. Individual employees who are assessed within one skill of an upgrade may at the discretion of the Company be re-assessed on an individual case by case basis.

3.4 Skills Development

The Company recognises that appropriate training and development is critical for all employees. Training will be directed towards developing a highly skilled and productive work force, and a supportive working environment designed to broaden an employee's skills base.

Every employee will be given the opportunity to undertake training, subject to the requirements to maintain productivity levels, the skills needed within the organisation and the financial constraints of the Company.

The Company will endeavour to provide employees with career opportunities through appropriate training and education. Training programs will be structured to meet all current legislative requirements and where practicable, training, learning outcomes, assessment and certification will comply with national standards.

3.5 Training Programs

The Company shall develop training programs with the assistance of employees and/or consultants consistent with:

- The current and future skill needs of the Company identified by the Company.
- The current and future skill needs of the employees within the Company.
- The need to maintain existing skills within the Company.

These programs may be conducted by in-house trainers, including on-the-job instruction and/or external accredited educational institutions and/or providers.

3.6 Training Leave

Where it is determined by the company that an employee shall undertake additional training or attend training seminars the employee shall undertake such training or attend such seminar. Provided that if the training or attendance is undertaken during ordinary working hours the employee shall not suffer any loss of pay. The company shall endeavour to schedule training programs during ordinary working hours, however, if such training or attendance at seminars is conducted outside normal working hours the employee shall be paid at ordinary time rates while attending such training course or seminar.

All other non-approved training undertaken by employees outside ordinary working hours will be without pay.

3.7 Training Subsidy

Any cost associated with standard fees for prescribed courses and prescribed textbooks incurred in connection with the undertaking of a company approved training course or seminar will be reimbursed by the company upon production of evidence of such expenditure. Reimbursement for training courses shall be made on an annual basis subject to the presentation of reports of satisfactory progress. A limit of one hundred dollars (\$100) per year will apply to text books but may be varied by approval of the Company.

PART 4 - WAGES AND ALLOWANCES

4.1 Remuneration

No employee will be paid an ordinary rate of pay that is less than the ordinary rate they were paid prior to the certification of the agreement.

The minimum weekly rates of pay for employees covered by this agreement are those specified in the attachment, **SCHEDULE "A"**. The rates specified are inclusive of all allowances and Annual Holiday Loading but exclusive of any allowance provided for in this agreement.

4.2 Wage Increases

The Company recognises the need for employees to keep up with cost of living increases.

Further the Company and employees agree that increases in productivity are fundamental to increases in remuneration. Accordingly it is agreed that the following listed core productivity issues are to be improved upon.

- Clocking on and clocking off
- Leave procedures
- Working steadily to the very best of one's ability using all of the employee's skills and training for the duration of the shift
- Personal mobile phone usage to be restricted to non shift-time periods
- Take care with equipment and promptly inform the Company when faults develop.
- Remain on the job until the job is completed
- Be diligent with housekeeping and safety
- Demonstrate an excellent attendance record
- Consistently strive to meet the Company's Quality goals.
- Production performance (actual man-hours worked vs budget)

The Company also recognises the work performance of individual employees and the commitment of individual employees to increase their levels of productivity and skill.

To this extent the rates contained in **SCHEDULE "A"** include wage increases as follows;

- A *four* (4%) percent increase on the rate payable to employees prior to the certification of the agreement and payable on or after the first full pay period commencing 1 December 2005
- A *three point seven five* (3.75%) percent increase payable on or after the first full pay period commencing 1 December 2006
- A further *three point seven five* (3.75%) percent increase payable on or after the first full pay period commencing 1 December 2007

Economic Impact on Wage Increases

If during the second and/or third year of the agreement economic changes occur which may have an impact on the level of wage increases contained in the agreement and are outside the control of the parties to the agreement the Company agrees to consult with employees and undertake a review of the next wage increase due.

When undertaking the review, consideration shall be given to the continued viability of the Company, profit margins obtained on sales, productivity of the employees, and wage increases that have been granted by the New South Wales Industrial Relations Commission as a result of the State Wage Decision in 2003 and 2004.

4.3 Performance Measures

During the currency of the agreement the parties agree to increase productivity and introduce performance indicators which will allow for improvements in the business. Indicators shall be quantified and measured on a continuous basis.

The key indicators of performance shall be;

- Hazard reduction KPI – measured by a fortnightly housekeeping inspection.
- Absenteeism reduction KPI – measured by the number of people absent divided by the total number of people employed expressed as a percentage.
- Safety KPI – measured by Lost Time Injuries and rewarded in accordance with safety award scheme.

Productivity will be measured in the following manner;

- (a) Appropriate targets will be set for the regular monitoring with feedback to employees; and
- (b) Employees will contribute to the setting of key performance indicators, (KPI's) descriptions and graduate targets; and

(c) All indicators set will be able to be impacted on by employees and shall not be related to measures outside their control; and

(d) Employees will be provided with appropriate training to assist in the process.

It is agreed that targets will be developed and implemented within three months of the date of certification of the agreement. Additional Performance/Productivity, one-off payments will be made six monthly and determined, based on the level of Performance/Productivity achieved against the targets set for the said six monthly period.

The first Performance /Productivity payment will be made six months from the date of certification if the required targets are met.

4.4 Payment of Wages

Wages shall be paid weekly into the Bank Accounts of the employees' choice (maximum of two accounts per employee).

4.5 First Aid Allowance

The company shall provide and maintain suitable first-aid outfits in accordance with the Occupational Health & Safety (First-Aid) Regulations 2001, which shall be available to employees and where practicable, qualified first-aid persons shall be appointed by the Company.

An employee so appointed for first-aid duties shall be paid an allowance contained in **SCHEDULE "A"**.

(Employees who are required to, and successfully complete a St John First-Aid Course or another accredited first-aid course shall be entitled to reimbursement of course expenses by the Company).

4.6 Other Allowances

All other allowances not provided for in this agreement are included in the ordinary rates of pay contained in **SCHEDULE "A"**.

PART 5 - HOURS OF WORK

5.1 Ordinary Hours of Work

The Company has always had flexible arrangements with the work force in relation to working hours. The provisions of this clause are designed to provide employees and the Company with options to make flexible time a benefit to all parties and not just a selected minority. The Company's great strength has been the flexible work arrangements with employees and this is encouraged to increase and improve productivity.

The ordinary working hours of full-time employees shall be an average of thirty eight (38) hours per week to be worked continuously, except for meal breaks, Monday to Friday with no more than eight (8) hours worked on any one day.

The starting and finishing times will be determined by agreement between the Company and with the majority of employees in each section of the plant, taking into consideration the needs of the Company.

Notwithstanding anywhere provided in this clause the Company, to meet operational needs may vary the starting and finishing times within the spread of hours by giving twenty four (24) hours notice to the employees effected by the change.

5.2 Spread of Hours

The ordinary hours of work prescribed in this agreement shall be between the hours of 6.00 am and 6.00 pm on any day or all of the days of the week, Monday to Friday. The spread of hours may be varied by mutual agreement between the parties to meet specific needs of the Company or employees.

5.3 Clocking on and Clocking off

It is agreed that employees will:

- 1) Clock on after changing into their working clothes and prior to starting work and
- 2) Clock off immediately after finishing work, washing their hands and before changing out of their work clothes.

5.4 Overtime

It is agreed that the hours of work may vary subject to contractual and operational requirements. Any hours worked in addition to the ordinary hours of work shall be deemed to be overtime.

In order to meet contractual obligations the Company may require employees to work overtime. The amount of overtime worked may vary according to workloads and Company needs. Wherever practicable the Company shall provide notice of any requirement to work overtime.

It is agreed that all employees are committed to work such overtime as they may be called upon to work in order to satisfy the Company's contractual commitments and needs.

Any employee who consistently declines to work overtime when requested to do so will face disciplinary procedures set out in this agreement.

Overtime worked shall be paid at the rate of time and one half for the first two (2) hours worked on any or all days, Monday to Saturday and double time thereafter.

Overtime worked on Sundays shall be paid at the rate of double time.

Overtime worked on a Public Holidays shall be paid at the rate of double time and one half which will be in substitution of, but not in addition to the provision of clause 6.7 Public Holidays.

For the calculation of overtime each day shall stand-alone and shall be paid at intervals of six (6) minutes.

5.5 Recall for Overtime

An employee recalled to work overtime after leaving the place of work (whether notified before or after leaving the premises) shall be paid a minimum of four hours work at the appropriate overtime rate for each occasion the employee is so recalled. This clause shall not apply where it is customary for an employee to return to work to perform a specific job outside the employee's ordinary working hours.

5.6 Ten Hour Break

When overtime work is necessary it shall, wherever reasonably practical, be so arranged that the employee(s) has at least ten consecutive hours off duty between the finish of one ordinary shift and the commencement of the next ordinary shift.

An employee (other than a casual employee) who works so much overtime between the finish of ordinary work on one day and the commencement of ordinary work on the next day has not had at least ten consecutive hours off duty between those times shall subject to this clause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the Company such employee resumes or continues work without having had ten consecutive hours off duty, the employee shall be paid at the rate of double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

5.7 Travel Time

An employee required by the Company to travel to a remote work location outside one hours travelling time of the Company's workshop, and outside ordinary working hours shall be paid for such travel time at the rate of single time.

5.8 Meal Breaks

An unpaid meal break of not less than thirty (30) minutes duration will be taken according to the dictates of work requirements, not less than three hours but no greater than five hours after the normal starting time of an employee. Employees may be required by the Company to stagger meal break to maintain production and productivity.

5.9 Overtime Meal Breaks

An employee required to work overtime for more than two (2) hours after or before the employees ordinary ceasing or starting time shall be allowed access to food and a paid meal break of twenty (20) minutes at single time. A further twenty (20) minutes meal break at single time shall be taken if the employee works more than six hours overtime. The Company may require an employee to work during meal breaks to monitor the process in the employees control in which case the employee shall be paid at the rate of time and one half for the period of the break.

5.10 Shift Work

To meet operational requirements it may be necessary for some employees to undertake work outside the normal working hours. Typical duties in this case would be those of a multi-skilled boiler attendant.

Shift work is defined as any work that commences after the normal day-work finishing time. Afternoon shift means any shift finishing at or before midnight. Nightshift means any shift finishing at or before 8am.

Where shifts are worked on a rotating roster basis, a shift worker whilst on afternoon or nightshift shall be paid 15% more than the ordinary rate. Where shifts are not worked on a rotating roster basis, ie a continuous shift, a shift worker shall be paid 15% more than the ordinary rate for all time worked during ordinary hours on afternoon shift and 25% more than the ordinary rate for all time worked during ordinary hours for night shift.

PART 6 - LEAVE

6.1 Sick Leave

An employee shall, upon to the production of a leave application form and other evidence satisfactory to the Company as listed below be entitled to leave of absence without deduction of pay subject to the follow conditions;

- (a) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to Workers Compensation.
- (b) Sick leave shall accumulate pro-rata with time at the rate of three and one third hours of normal working time for each completed month of service in the first twelve month period.

In the second and subsequent twelve month periods, sick leave shall accumulate pro-rata with time at the rate of 8 days (60.8 hours) for each completed twelve month period. This entitlement shall accumulate and be calculated at 1.17 hours per week per 52 week year.

- (c) An employee shall not be entitled to paid sick leave during the probation period except that if employment continues past the probation period the employee shall be paid for all leave taken in accordance with this clause but not paid.
- (d) A medical certificate must be produced in the following circumstances:
- After three single non-consecutive days have been taken in any one service year where a medical certificate has not been provided.
 - For any absence the working day before or the working day after a public holiday.
 - Absence of greater than two days or more
- (e) Employees shall, at least within two hours of the normal starting time, inform the Company of the employee's inability to attend for duty and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence. Additionally the employee is required to advise as far as practicable (the same day between 6:30am and 3pm) the nature of the illness and the estimated duration of absence. It is absolutely essential that the Company is provided with this information, as it allows for effective planning activities and labour allocation for the following days work.
- (f) Where the employee does not notify the Company of the employee's inability to attend for duty in accordance with this clause and / or the employee does not provide a completed leave application form within two days of returning to work the said employee shall not be entitled to payment for the first (7.6) hours of such absence and, further, may be subject to disciplinary action irrespective of any evidence provided later.

If the full portion of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year.

As an incentive to employees not to take sick leave for minor illnesses or single day absences, unused sick leave **MAY BE**, paid out on the anniversary of the employees service. The payment of untaken sick leave will only be made if the following conditions are met;

- (a) If an employee so requests; and
- (b) Eight days entitlement remains untaken, (Excluding the next years entitlement yet to be accumulated)

Untaken sick leave will not be paid out on termination of employment, unless the terminated employee can prove to the satisfaction of the Company that he/she is unfit for duty for the period of the untaken sick leave entitlement.

6.2 Carers/Family Leave

Upon application by an employee, leave may be granted for the care of ill or injured immediate family members.

An immediate family member is identified as follows:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis though not legally married to that person ; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household; where for the purposes of this paragraph:
 - (i) 'Relative' means a person relative by blood, marriage or affinity;
 - (ii) 'Affinity' means a relationship that one spouse because of marriage has to look after relatives of the other; and
 - (iii) 'Household' means a family group living in the same domestic dwelling.

Leave granted in accordance with this clause shall be deducted from the employee's sick leave entitlement.

6.3 Annual Leave

Annual Leave shall be in accordance with the Annual Holidays Act, 1944.

During the period of leave each employee will receive his/her normal rate of pay for the period they would have worked had they not been on leave.

Because the operations of Structural Concrete Industries are strongly geared to the needs of the civil and building construction industries the Company adopts an annual closedown period at the end of each year. Employees may be required to take some or all of their leave at this time. The granting of leave at any time is subject to the discretion of management.

NOTE: Annual Leave Loading is included in the rates of pay contained in SCHEDULE "A" and will not be paid in addition to the provisions of this clause.

6.4 Long Service Leave

Long Service Leave shall be in accordance with the Long Service Leave Act 1955 (NSW) as amended.

Subject to management discretion, Long Service Leave may be taken in minimum lots of five (5) day duration.

Four weeks notice of intent will be required for the taking of Long Service Leave.

6.5 Bereavement Leave

Paid leave of two (2) days per occasion will be provided for the death of an immediate family member. The approval of such leave will be based on suitable proof being provided only if required by the company. An immediate family member is one defined in clause 6.2 Carers/Family Leave of this agreement.

6.6 Compassionate Leave

Paid/unpaid leave in excess of the provisions of Clause 6.2 Carers/Family Leave and Clause 6.5 Bereavement Leave of this agreement may be granted to assist in circumstances of death, serious illness or injury of a family member. The approval and length of the leave will be at the discretion of the Company.

6.7 Public Holidays

Shall be those Public Holidays gazetted as a public holiday throughout the State of New South Wales. These holidays include: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day. All permanent employees will be granted such holidays without deduction of pay.

The AWU Picnic day will be recognised as a Public Holiday.

The Company may require an employee to work Public Holidays to meet workload needs.

An employee absent without leave on the day before or the day after any public holiday shall forfeit wages for the day of the absence as well as for the public holiday unless the Company can be satisfied that the employee's absence was caused through illness or other valid reason

6.8 Jury Service

An employee required to attend for jury service during their ordinary working day shall be reimbursed by the company an amount equal to the difference between the

amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

6.9 Parental Leave

Parental leave shall be in accordance with the provisions of the New South Wales Industrial Relations Act 1996 Chapter 2 Part 4 Division 1 Sections 53-72. This includes Maternity Leave, Paternity Leave and Adoption Leave.

PART 7 - COMPANY POLICY AND PROCEDURES

7.1 Avoidance of Disputes Procedure

To ensure the orderly conduct of and speedy resolution of disagreements, disputes or occupational health and safety concerns, the following Resolution Procedure shall apply.

The object of the procedure is to promote the resolution of issues and disagreements through consultation, co-operation and discussion between employees (or employee representative) and their respective supervisors.

This procedure is based upon the recognition and development of the relationship between supervisors and their employees.

The procedure is designed to resolve any disagreement, dispute or occupational health and safety concerns in a fair manner and is based upon the following principles.

- (a) Commitment by the parties to observe procedure. This should be facilitated by the earliest possible advice by one party to the other of any issue or concern which may give rise to a disagreement or dispute.
- (b) Throughout all stages of this procedure, all relevant facts shall be clearly identified and recorded where necessary.
- (c) Realistic time limits shall allow for the completion of the various stages of the discussions.
- (d) Emphasis shall be placed on an in-house settlement of issues brought about through consultation. However, if in-house consultation and negotiation is exhausted without resolution of the disagreement or dispute, the parties shall jointly or individually refer the matter to the New South Wales Industrial Relations Commission for assistance in resolving the dispute.

Resolution Procedure

Stage one

The employee with the issue or concern will discuss the matter with the employee's immediate supervisor.

The supervisor will set aside time to hear the issue of concern in a private discussion with the employee, the employee's representative and/or a third party observer, and after consideration (3 working days maximum) provide a comprehensive answer to the employee. The issue or concern and the answer provided by the supervisor shall be recorded.

Stage two

In the event that the matter is still not being resolved it will be referred to the General Manager or his/her representative who will convene a meeting with all the people previously involved in the matter to reconsider the issue or concern and the answers given thus far. All relevant facts shall be clearly recorded.

The same procedure as set out in Stage one will be adopted with all relevant facts being clearly recorded.

Stage three

If no negotiated settlement can be achieved and the process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the Industrial Relations Commission of New South Wales for assistance in resolving the dispute. At any meeting convened by the Commission, the parties will use their best endeavours to resolve the matter by conciliation.

7.2 Disciplinary Procedures

Definitions

Unsatisfactory work performance is failure to perform the requirements of a position at an acceptable standard or level of competence. Examples of unsatisfactory work performance may include unsafe work practices, excessive absenteeism or lateness, low productivity or inefficiency, negligence or uncooperative behaviour.

Unsatisfactory conduct is failure to observe company policies and procedures.

Unsatisfactory Work Performance or Conduct

The following steps shall apply for Disciplinary Action which falls into the category definitions of unsatisfactory work performance or unsatisfactory conduct.

Step 1 - Counselling/Verbal Warning

Where the employee is unable to offer a satisfactory explanation of his/her unsatisfactory behaviour, a verbal warning shall be given and a file note made as to date and time of warning and a brief explanation of the nature of the complaint. A review date may be established.

During the initial counselling session the presence of a third party observer or an employee representative is permitted if requested.

Step 2 - First Written Warning

If there is a repeat or continuance of the unsatisfactory work performance or conduct of the employee, a second warning shall be given and shall be in the form of a first written warning with a copy given to the employee.

A third party observer or employee representative may be present if requested.

It should be made clear in the written warning what the unsatisfactory work performance or conduct is, and what is required to correct it.

Step 3 - Final Written Warning

If there is still no improvement in the performance or conduct of the employee a second and final written warning shall be given including an indication that failure to improve may result in termination of employment.

A review period should be established if appropriate and a third party observer or employee representative may be present if requested.

Step 4 - Termination

If the employee's performance or conduct still does not improve to an acceptable standard the employee's service shall be terminated.

If the employee requests a certificate of employment it shall be provided.

Serious Misconduct

As soon as an instance of serious misconduct comes to the attention of the Company a full investigation of the all circumstances surrounding the alleged misconduct shall occur and the employee concerned given the opportunity to present their defence or explanation of events. The following procedure shall be followed ;

Step 1.

Investigate fully all circumstances surrounding the alleged misconduct. This must include interviewing witnesses and reviewing the employee's employment record.

Record all information received. A third party observer shall be invited if requested by the employee.

Step 2.

If the investigation appears to substantiate the allegations, interview the employee(s) concerned with a third party present, if requested present. Ensure the employee is given clear details of the allegations and given the opportunity to explain or defend him/herself with the assistance of another person.

Step 3.

If the employee's defence or explanation can not be substantiated or is not acceptable and the serious misconduct substantiated by witnesses justifies termination, the termination must be communicated to the employee at the time of the termination. The termination for serious misconduct does not require notice or compensation in lieu of notice. Termination without notice must not proceed unless authorised by the Manager.

Step 4.

If requested, the employee should also receive a certificate of employment detailing the period of service and nature of duties performed and a reason for termination.

7.3 Worker's Compensation

Workers' compensation shall be in accordance to the New South Wales "Workers Compensation Act, 1987" as amended.

Occupational rehabilitation shall be made available where practicable, to all employees who sustain injury or illness at work and thereby assist them to return to full and gainful employment.

7.4 Occupational Health and Safety

The parties agree and recognise the importance of safe working practices. To maintain a safe place of work and to encourage continued improvement in safe systems of work, policies and procedures will be established by the Company through consultation with employees. The policies and procedures shall provide for the health and safety at work of all employees and visitors.

It is agreed that all employees will use and care for any equipment provided for health and safety purposes. This includes protective clothing and all personnel safety equipment.

Employees agree to assist the Company to ensure that increased effort is made to improve the understanding and awareness of safety issues.

If a workplace related safety issue is identified by an employee the employee shall first raise the issue of concern with the appropriate Team Leader and / or Team Leader Coordinator. If possible, the matter should be resolved at this point. Failing this, the matter should be reported to a OHS committee member or the chairman of the OHS Committee who will in turn raise the issue with the OHS Committee at the next meeting and deal with the issue in accordance with the Committee's terms of reference. Provided that if the issue of concern is serious enough and requires immediate attention the chairman shall raise the issue with management who will deal with the issue as a matter of urgency.

7.5 Quality Assurance

The Company is required to maintain quality assurance accreditation to ISO 9001 for manufactured products. It is agreed that employees will be committed to maintaining accreditation.

7.6 Superannuation

On commencement each employee shall make application to become a member of the Colonial First State First Choice Fund. The company shall provide superannuation contribution in accordance with the current legislation relevant to Superannuation.

7.7 Consultative Committee

The Company shall establish a consultative mechanism and procedures appropriate to the needs for consultation and negotiation on matters effecting efficiency, productivity, training and Occupational Health and Safety.

Consultative Committee Procedures

The joint consultative committee shall include;

- (a) At least 50% employer/employee representation; and
- (b) At least one senior management representative.

Management and the employees will jointly determine the size of the committee, except, that there will be no fewer than four members. The maximum number of representatives on the committee will be seven.

The appointment of management representatives will be determined by management and the election/appointment of employee representatives will be determined by the employees.

The committee, once established, may invite persons to attend specific meetings.

The following matters shall form the basis for the work of the committee and will seek to reach agreement on the matters and make recommendations to senior

management/employees who will take account of the views and the deliberations of the committee;

- I. To implement the agreement in the workplace,
- II. To review the implications and/or impact of the provisions of the agreement on the Company/employees,
- III. To consider the introduction of new or revised work methods or work arrangements,
- IV. To give consideration to the impact of technological change and other significant changes in the Company or workplace, with regard to;
 - number of employees, job specifications and skill base
 - acquisition of new skills and additional training requirements.
- V. To assess proposed changes in product and/or production for possible impacts on work methods or work arrangements, employment and skill requirement.
- VI. To consider other matters raised by consultative committee members which impact on the Company or employees, or which contribute to the improved operation and efficiency of the enterprise.

The committee shall meet at least every two months, unless the committee determines that it shall meet on a more frequent basis.

A reasonable time limit shall be placed on the length of meetings. Enough time shall be provided to adequately deal with agenda items. Meetings shall operate on a consensus basis.

The minutes of the meeting shall be circulated to each member of the committee within one week of the meeting, and verified by committee members prior to the next meeting. The minutes shall be placed on the Company notice board for the information of employees.

7.8 Voting Procedures

To allow for an orderly and democratic resolution of workplace related issues it is agreed that employees, if requested, vote on the issues.

Whenever a vote by employees on workplace related issues is required, for whatever reason, the following procedure shall be adopted;

- All employees and those casual employees with a minimum three months equivalent full time service are eligible to vote.
- The voting shall be by secret ballot with a majority required to pass a resolution.

Signed for and on behalf of The Australian Workers Union	Signature:
Dated this day of 2005	Name and position:
Witnessed by: Signature:	Name and position:

**STRUCTURAL CONCRETE INDUSTRIES (AUST) PTY LTD
ENTERPRISE AGREEMENT 2005**

SCHEDULE " A "

The minimum wage rates specified below refer to the wage rates for a week comprising thirty eight (38) hours work:

Grade	%	PRE- AGREEMENT REFERENCE RATE Per Hour	AGREEMENT RATE Per Hour As at 1/12/05 Includes 4%	AGREEMENT RATE Per Week As at 1/12/05 Includes 4%	AGREEMENT RATE Per Hour As at 1/12/06 Includes 3.75%	AGREEMENT RATE Per Week As at 1/12/06 Includes 3.75%	AGREEMENT RATE Per Hour As at 1/12/07 Includes 3.75%	AGREEMENT RATE Per Week As at 1/12/07 Includes 3.75%	LABOUR HIRE RATE Per Hour As at 1/12/05
Group One	88%	\$ 15.71	\$ 16.34	\$ 620.92	\$ 16.95	\$ 644.10	\$ 17.59	\$ 668.25	\$ 15.88
Group Two	92.34%	\$ 16.48	\$ 17.14	\$ 651.32	\$ 17.78	\$ 675.64	\$ 18.44	\$ 700.98	\$ 16.67
Group Three	100%	\$ 17.85	\$ 18.56	\$ 705.28	\$ 19.26	\$ 731.88	\$ 19.98	\$ 759.33	\$ 18.04
Group Four	112%	\$ 19.99	\$ 20.79	\$ 790.02	\$ 21.57	\$ 819.66	\$ 22.38	\$ 850.40	\$ 20.21
Group Five	123.8%	\$ 22.10	\$ 22.98	\$ 873.24	\$ 23.84	\$ 905.92	\$ 24.73	\$ 939.89	
ALLOWANCES		PRE- AGREEMENT RATE	AGREEMENT RATE Per Week As at 1/12/05 Includes 4%	AGREEMENT RATE Per Week As at 1/12/06 Includes 3.75%	AGREEMENT RATE Per Week As at 1/12/07 Includes 3.75%				
First Aid Allowance		\$ 9.73	\$ 10.12	\$ 10.50	\$ 10.89				
Team Leader Level 1 (7% of Grd 3)		\$47.48	\$ 49.38	\$ 51.23	\$ 53.15				
Team Leader Level 2 (14% of Grd 3)		\$94.96	\$ 98.76	\$ 102.46	\$ 106.30				

SCHEDULE "C"

ANTI - DISCRIMINATION

1. It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3f of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
3. Under the Anti-Discrimination Act, 1977 it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
 - a. Any conduct or act which is specifically exempted from anti discrimination legislation.
 - b. Offering or providing junior rates of pay to persons less than 18 years of age.
 - c. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977.
 - d. A party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in the clause.