

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/91

TITLE: Robert Guy and Sons Pty Ltd Enterprise Agreement 1997

I.R.C. NO: 98/687

DATE APPROVED/COMMENCEMENT: Approved 9 March 1998 and commenced from the beginning of the first full pay period on or after 9 March 1998

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 15

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Building and Construction Industry Labourers' On Site (State) Award

PARTIES: Robert Guy & Sons Pty Ltd -&- Mark Allan Bell, Grant Walter Davis, Kenneth William Philips, Kevin Francis Pywell, Nigel Whiteley





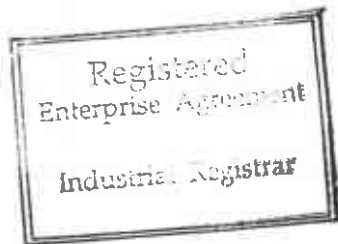
'A'

This and the attached 14 pages is the annexure marked 'A' referred to in The Affidavit of Brian Ralph

dated SIXTH FEBRUARY, 1998

J.F. Zrodlow J.F.

ENTERPRISE AGREEMENT



Between

Robert Guy and Sons Pty Ltd

&

the Employees

January 1998

1. **Title**
This Agreement shall be known as the Robert Guy and Sons Pty Ltd Enterprise Agreement 1997.

2. **Arrangement**

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22.	Meal Breaks
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25.	Electronic Transfer
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3. OBJECTIVES OF THE AGREEMENT

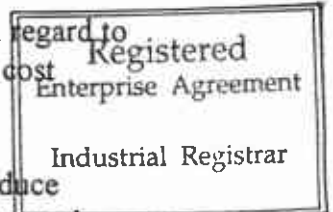
This Agreement has been developed by representatives of Robert Guy and Sons Pty Ltd (the Company), and its employees.

The objectives of this Agreement are:

*To contribute to long term improvement in the company's performance in regard to profitability, market share, and competitiveness, and so support the labour cost increases which are included herein;

* To provide the means by which management and its employees can introduce significant flexibility at the workplace and promote management practices geared towards matching international best practice standards, through implementation of the efficiency measures contained herein and the promotion of a culture of continuous learning and improvement; and

* To provide an improved employment environment that encourages and rewards safe working practices, high quality of work, self-improvement, and which will provide increased job-satisfaction and security of employment.



4. COMMITMENT

The parties to this Agreement commit themselves to ensuring that the objectives of the Agreement are achieved in the following ways:

* through consultation and a free flow of information, the development of an environment where there will be better understanding between the Company and its employees;

* actual implementation of the efficiency measures in this Agreement to achieve real gains in productivity, but not at the expense of health and safety standards;

* establishment of quality procedures; and

* ensuring that the Disputes Settlement Procedures provided in the Agreement are strictly adhered to.

5. PARTIES, SCOPE , DURATION

5.1 PARTIES BOUND:

This Agreement shall be binding on Robert Guy and Sons Pty Ltd on the one hand, and the Company's employees on the other.

5.2 SCOPE: This Agreement shall apply to all employees of the Company covered under *the Building and Construction Industry Labourers' On-Site (State) Award*, the *Building and Construction Industry Labourers' On Site 1996 Wages Adjustment (State) Award*, and any related or "splinter" Awards (collectively, the Awards).

5.3 RELATIONSHIP TO PARENT AWARD

Where there is any inconsistency between this Agreement and the Awards this Agreement shall prevail to the extent of the inconsistency.



5.4 PERIOD OF OPERATION

This Agreement shall come into effect from the beginning of the first full pay period commencing on or after the date of approval of the Agreement by the New South Wales Industrial Relations Commission, and shall continue in force for 1 year unless terminated beforehand in accordance with s44 of the Industrial Relations Act 1996 (NSW).

5.5 EXISTING RATES OF PAY

No employee's ordinary rate of pay shall be reduced as a result of this Agreement.

5.6 AGREEMENT VOLUNTARY

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

5.7 NO PRECEDENT

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements, conditions, or benefits in any other enterprise.

5.8 ANTI-DISCRIMINATION

This Agreement does not breach any relevant statutory requirements, including the requirements of Chapter 2, Part 2 (Enterprise Agreements) of the Industrial Relations Act 1996, and the Anti-Discrimination Act 1977.

6 NO EXTRA CLAIMS

The parties agree not to pursue any extra claims against each other for the life of this Agreement.

7 DISPUTE SETTLEMENT PROCEDURE

The parties to this agreement are committed to minimising the incidence of lost time or production arising out of disputes or grievances, and to resolving any disputes by consultation and co-operation. Further, the Parties commit themselves to:

* resolving any disputes with each other without recourse to industrial action; and

* acceptance of determinations of the Workcover Authority or persons accredited by

it in health & safety issues.

It is agreed that the following procedures will be adhered to at all times:

- (i) Disputes on any work related or industrial matter shall be dealt with as close to the source as possible.
- (ii) The dispute shall be referred to the employee's immediate Site Foreman or Supervisor.
- (iii) If the matter remains unresolved the employee(s) will forward the matter to Senior Management.
- (iv) If the matter remains unresolved the employee(s) may refer the matter to the relevant Union Organiser who will submit the issue to Senior Management.
- (v) Work will continue as normal whilst the dispute settlement procedure is being followed or until the matter is resolved.
- (vi) If not resolved at this stage the matter will be submitted to the New South Wales Industrial Relations Commission for determination.
- (vii) The above procedures will apply in the event of a safety issue. In such an event, normal work shall continue in areas other than the area subject of the dispute, and employees in that area shall be relocated to other areas/sites, or undertake training, forward planning, or other appropriate activities, until the matter is resolved. No employee shall be permitted to work in an unsafe area other than for safety rectification purposes.



8

HEALTH & SAFETY

The parties to this Agreement are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all employees and other persons who may enter the workplace. To facilitate this it is provided that:

- (i) it is the company's obligation as far as is reasonably practicable to provide a safe and healthy workplace;
- (ii) it is each employee's obligation to take reasonable care for the health and safety of other persons in the workplace who may be affected by his/her act or omissions and to co-operate with the company in ensuring that the workplace is healthy and safe;
- (iii) any worker becoming aware of a situation which is actually or potentially unsafe will immediately report the situation to his/her supervisor or appropriate management representative;

- (iv) all issued safety equipment, clothing and footwear must be used and worn in the manner intended;
- (v) it is strictly against the rules of the workplace to misuse, interfere with, or make inoperative, any safety equipment, guards, or fire protection equipment;
- (vi) horseplay at the workplace is dangerous and can lead to the injury of those involved or bystanders, and is therefore prohibited;
- (vii) any damage to safety plant or equipment must be reported to the appropriate supervisor or management representative as soon as possible; and
- (viii) any breach of workplace safety rules and policies or of the above provisions may lead to disciplinary action or dismissal.



9 CLASSIFICATION & RATES OF PAY

9.1 CLASSIFICATION & RATES OF PAY

The Classifications and Rates of pay set out at Appendix A shall apply from the date of approval of this Agreement. These rates include Industry and Underground Allowances, Special Allowance, and Follow-the-job Loading. If at any time the rates of pay under this Agreement are less than the Award rate, the Award rate shall apply.

9.2 WAGE INCREASES THROUGH LIFE OF AGREEMENT

While the Agreement is in force the rates of pay shall be increased each twelve months from the anniversary of the approval of this Agreement by the percentage increase in the *Weighted Average 8 Capital Cities All Groups Consumer Price Index* published by the Australian Bureau of Statistics for the year ending at the end of the quarter prior to the anniversary date. Where there has been no increase or a decrease in the Index, the rates shall not be varied.

9.3 SITE ALLOWANCES

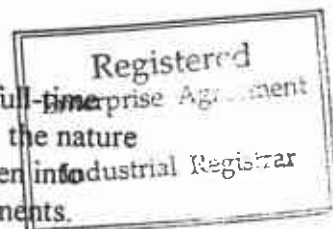
Where under its contractual obligations for particular projects/sites, the company is obliged to pay productivity or site allowances (including those awarded by the relevant industrial tribunals) the following conditions shall apply:

- (a) such allowance shall only be paid to its employees where the company is contractually entitled to recover the full cost of such allowance; and
- (b) where any agreement under which such allowances arise provides for productivity measures not included in this Agreement the company may, at its discretion, adopt some or all of those additional measures for the duration of that project.

Where there is no contractual obligation to pay the productivity or site allowances mentioned above, the rates shown in Appendix A will be the rates to be paid on any site or project.

9.4 **PRODUCTIVITY ALLOWANCE:** In addition to the above rates, a Productivity Allowance of \$0.50 per hour, shall be paid in recognition of actual productivity improvements resulting from the implementation of this Agreement. The Payment shall be for hours worked and shall not be taken into account in the calculation of penalty, annual, sick or long service leave payments. The payment shall be in lieu of all Special Rates payable under the Award and any project or site allowances applicable to the project, except as otherwise provided by subclause 9.3.

9.5 **SERVICE INCREMENT:** An amount of \$1.00 per hour shall be paid to full-time employees only in recognition of the extra skill requirement associated with the nature of employment. This amount shall be for hours worked and shall not be taken into account in the calculation of penalty, annual, sick or long service leave payments.



9.6 **COMPENSATION FOR TRAVEL PATTERNS:** The daily fares allowance prescribed under the Award will be paid for all employees for each day they work or attend for work and for the purpose of the Rostered Day Off, when employed on work located within the County of Northumberland or within a 50 kilometre radial from the Newcastle Post Office. Strict interpretation shall apply to the following Compensation for Travel Pattern clauses of the Award:

- (I) As required by the employer, employees shall start and cease work on the job at the usual commencing and finishing times within which ordinary hours may be worked and shall transfer from site to site as directed by the employer;
- (II) The daily fares allowance shall be payable in respect of any day on which the employer provides a vehicle free of charge to the employee and pursuant to his/her contract of employment the employee is required by his/her employer to drive such vehicle from the employee's home to the job and return; and
- (III) Time spent by an employee travelling from the employee's home to the job and return outside ordinary working hours shall not be regarded as time worked for any purpose of the award and no travelling time payment shall be made (provisions apply to employees who travels to a job located outside the County of Northumberland or the 50 kilometre radial from the Newcastle Post Office, for payment of travelling time pursuant to the Award).

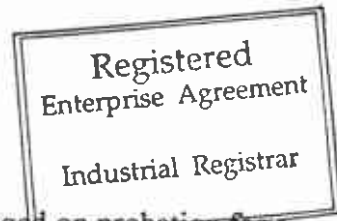
9.7 **COMPANY VEHICLES:** Where vehicles are provided, such vehicles are to be used for the purpose of company business, including transporting tools, materials and equipment and shall not be used for personal or recreational use or for the carrying of passengers, unless authorised by the company. The employee shall be responsible for the following:

- (i) Keeping any log book up to date;
- (ii) Notifying the employer that servicing and or maintenance is required;

- (iii) Maintaining the vehicle's interior and exterior appearance in a clean state;
- (iv) Keeping vehicle locked at all times when not in use;
- (v) Reporting to the employer any damage, however slight; and
- (vi) Any liability arising from the carrying of unauthorised passengers, breaches of road laws, or council parking regulations.

10 SUPERANNUATION

The Company shall contribute on behalf of each eligible employee a fixed superannuation contribution of \$40.00 per week in the Construction & Building Unions Superannuation Scheme (C+BUSS).



11 CONTRACT OF EMPLOYMENT

11.1 ENGAGEMENT OF EMPLOYEES

All new employees (other than casuals) shall initially be engaged on probation for a period of three months, and shall be paid as for daily hire. If during this time either party is not satisfied with the employment relationship, employment may be terminated by either the employee or the Company. Such termination shall not be regarded as harsh, unjust or unreasonable.

11.2 TERMINATION OF EMPLOYMENT

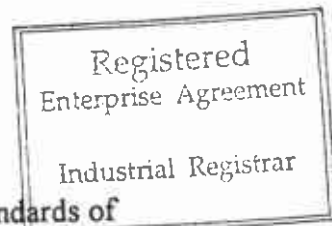
Employment (other than casual employment) may be terminated by the giving of one day's notice on either side, or one day's pay shall be paid in lieu or forfeited. Nothing in this clause shall affect the right of the company to dismiss an employee without notice for misconduct or refusal of duty.

11.3 CASUAL EMPLOYMENT

The Company may engage casual employees for a period of up to 60 days in any one engagement, subject to the following:

- (i) a casual employee for working ordinary time shall be paid at the relevant rate as prescribed in clause 9 of this Agreement for each hour worked, plus a loading of twenty (20%) per cent. The twenty per cent loading herein is in lieu of public holidays, annual leave, sick leave, redundancy, and to compensate for the nature of casual employment.
- (ii) a casual employee shall be paid for a minimum of three (3) hours work;
- (iii) casual employees shall be entitled to the benefits of Clauses 9 (Classifications & Rates of Pay), and, subject to their earning more than \$450 in any month, clause 10 (Superannuation), but shall not be entitled to any redundancy contributions;
- (iv) casual employment may be terminated by the giving of an hours' notice on either side, or the payment or forfeiture of an hours' pay; and

- (v) casual employees shall be required to have appropriate footwear on commencement with the Company.



12 DISCIPLINARY PROCEDURES

12.1 DISCIPLINARY PROCEDURES

Where the company believes that an employee is not meeting the standards of performance or conduct reasonably expected of him or her, the following procedures shall apply:

- (a) In the first instance the employee shall be counselled as to where his or her performance /conduct is deficient; and (where appropriate) the steps to be taken to remedy the deficiency shall be identified, and a review period shall be set. In more serious cases a written warning may be issued at this stage.
- (b) Should the matter not be resolved, the employee shall be counselled again, and the company may issue a written warning advising the employee that his/her employment is in jeopardy if the deficiency is not rectified. In more serious cases this may be a final warning. A further review period may be set if appropriate.
- (c) Should the matter still not be resolved, the employee shall be counselled again, and a further written warning given, which shall be a final warning unless in the opinion of the company this is not warranted.

12.2 GUIDELINES FOR COUNSELLING SESSIONS

The following shall apply to all counselling sessions:

- (a) the employee shall be given the opportunity to respond to the alleged instances of deficient performance/conduct, and management shall consider the employee's response in making its decision as to the action to be taken;
- (b) the employee may request that a person of his/her choice be present during the counselling session as an observer, and shall be given reasonable time to arrange for that person to be present if (s)he is not already in the workplace;

The company reserves the right to dismiss an employee without notice in cases of serious misconduct or refusal of duty.

13 SICK LEAVE

An employee other than a casual employee as defined, during his/her first year of employment shall be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of his/her first year of employment on account of personal illness or injury, which shall accrue in each year on the anniversary date of the commencement of employment up to a maximum of ten years. Such sick leave shall be granted subject to the following:

- (i) the employee shall, as far as is practicable, advise the Company before the normal work commencement time of their inability to attend for duty and the nature of the illness or injury and the estimated duration of the absence;
- (ii) in the case of an employee who claims sick leave for an absence of one day or more, such employee if in the year he/she has already been allowed paid sick leave on two occasions for one day only shall on or before his or her return to work, produce a certificate of a duly qualified medical practitioner. Such certificate shall state that in the practitioner's opinion, the employee was unable to attend for duty due to personal illness or injury (the nature of which shall be stated in the certificate), and the period of the inability to attend for duty;
- (iii) where the company has reasonable cause to query any certificate provided by an employee, management may direct the employee to attend a further examination by a doctor of its nomination, and the company shall bear the cost of that examination; and
- (iv) If an employee is terminated by his/her employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

Registered
 Enterprise Agreement

 Industrial Registrar

14 **TRAINING OBJECTIVES:** The parties to this Agreement recognise that in order to increase the efficiency and competitiveness of the Company, a greater commitment to training and skills development is required of the Company and its employees. Accordingly the parties commit themselves to:

- (i) developing a more highly skilled and flexible workforce;
- (ii) providing employees with the opportunity to acquire additional skills; and
- (iii) removing demarcation barriers to enable utilisation of skills acquired.

15 **ANNUAL CLOSE DOWN**

Notwithstanding anything contained in the Awards, the company when giving any leave in conjunction with the Christmas-New Year holidays may, at the company's option, either:

- (a) stand off without pay during the period of leave any employee who is not yet entitled to an Annual Holiday; or
- (b) stand off without pay during the period of leave any employee who is not yet entitled to an Annual Holiday and pay (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each 38 hours continuous service (excluding over-time).

Provided that where the company at its option decides to close down the establishment at the Christmas-New Year period for the purpose of giving the whole of the annual

leave due to all, or the majority of the employees then qualified for such leave, the company shall give at least two (2) months' notice to the employees of the company's intention to do so.

Provided also that where the company requires work to be carried out during an annual close-down period notified as above, the company may, subject to the employees' agreement, recall an employee from annual leave, which agreement shall not be unreasonably withheld. In such cases the employee shall be re-credited with the amount of annual leave foregone, but shall not be entitled to a further payment of leave loading in respect of that leave.



16 UNION PICNIC DAY

In substitution for the Union Picnic Day prescribed in the Award there shall be a company picnic day holiday which shall be taken each year on a day determined by consultation between the company and employees.

17 NEWCASTLE SHOW DAY

If it is necessary for an employee to work on the Newcastle Show Day and the employee would otherwise be entitled to paid leave for that day, then by agreement between the parties, employees may be required to work and be paid at ordinary time rates provided that a day off in lieu is provided at some other agreed time.

18 UNION MEMBERSHIP

The Company recognises that whether or not to join a union is a choice to be made by the individual employee. No employee will be either advantaged or disadvantaged in his/her employment because of his/her choice to join or not to join a union.

19 HOURS OF WORK

19.1 ORDINARY HOURS

The ordinary working hours shall be 38 hours per week, worked 8 hours per day with 0.4 hours of each day accruing as an entitlement to take one day each 4 weeks as a Rostered Day Off (RDO) paid for as though worked, which may be worked on any day Monday to Friday inclusive between the hours of 0600 to 1800.

19.2 WORK OUTSIDE ORDINARY HOURS: Any hours worked outside the span of hours set in 19.1 above, or in excess of 40 hours per week shall be regarded as Overtime and dealt with in accordance with the relevant clauses of the Award.

19.3 STAND-BY: All employees shall make themselves available on 24 hour stand-by for the purpose of overtime and call-outs on the basis of 1 week in every 4 week roster cycle, as determined by the company. Employees who work overtime or are called-out shall be paid according to the overtime clause of the award. The Company may change the roster from time to time where unforeseen circumstances arise. Where the roster is changed the company shall endeavour to be fair and reasonable to all affected employees.

20 ROSTERED DAYS OFF

The company and the employees may agree to vary the date of the monthly industry rostered day off (RDO) in order to meet job requirements or personal needs. In such cases employees entitled to an accrued RDO shall:

- (i) take such RDO within 19 days after the industry nominated date; or
- (ii) "bank" all or some RDOs, provided that all banked RDOs are taken within 12 months of the time of their original accrual, as requested by the employee, and at least 1 week's notice is given of the intention to bank the RDO.

The Company shall attempt to accommodate all requests for the taking of "banked" RDOs, however the taking of such RDOs shall be subject to reasonable operational requirements, which shall be determined by the Company.



21 REST PERIODS, MEALS & CRIB TIMES

21.1 OVERTIME CRIB BREAKS : When an employee is required to work overtime after the usual ceasing time for the day or shift for more than two hours, the employee shall be entitled to a meal allowance as prescribed under the relevant awards and be allowed to take, without deduction of pay, a crib time of 20 minutes in duration on the completion of two hours overtime; and thereafter, after each four hours of continuous work the employee shall be allowed to take, also without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee continuing at work for a period of more than two hours after the usual ceasing time without taking the crib time of 20 minutes, the employee shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

22 MEAL BREAKS

There shall be a cessation of work and working time for the purpose of a meal on each day of no less than 30 minutes which shall be taken no more than 5 hours after commencement of ordinary working hours on that day. Employees shall take such break at such times as to avoid peak periods and to utilise times when delays are incurred.

23 QUALITY ASSURANCE AND CLIENT SERVICE

It is agreed by the parties that the establishment and maintenance of a quality assurance programme and the maintenance of consistently high standards of workmanship and client satisfaction are essential to the Company's continued profitability. In order to achieve this it is agreed:

- (a) all employees shall co-operate fully in the development and implementation of a company quality assurance programme; and
- (b) employees shall endeavour to maintain the good reputation of the company at all times when dealing with clients. If an employee has cause to believe that a client is unhappy with the services provided or other matters associated with the job, such

employee shall immediately contact management to seek directions. Employees shall display a courteous and respectful manner at all times when dealing with clients or members of the public.

- (c) any employee who fails to produce the required standard of workmanship may be liable to disciplinary action, including termination of employment, provided that in such instances the company shall give each employee a reasonable opportunity to improve his/her performance, and will, where appropriate, provide any necessary training if the employee's poor performance does not relate to the usual skills which would reasonably be expected of a person with that employee's experience and/or qualifications.

24

INCLEMENT WEATHER

The following procedures shall be implemented to limit the loss of productivity due to inclement weather, and ensure that as far as is practicable work will continue as normal unless this would create risks to health or safety:

- (i) if it is reasonable for employees to transfer from lunch sheds to work areas unaffected by inclement weather they will do so, and transfer using raincoats or umbrellas shall be deemed reasonable;
- (ii) employees shall not leave the site if in the Company's opinion useful work is available in the area not affected by inclement weather;
- (iii) employees shall accept transfer to other sites not affected by inclement weather, and the Company shall provide transport where necessary;
- (iv) where the above are not practical employees will remain on site or return to the company's depot and undertake relevant training/learning, maintenance to plant and equipment, or other worthwhile activities at the discretion of the Company.

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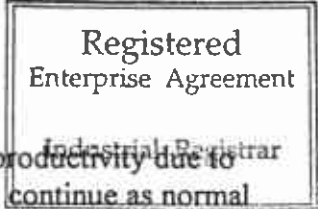
PAYMENT OF WAGES

Wages will be paid in cash for all employees. The pay week will commence on a Friday and finish on the succeeding Thursday, with Thursday remaining the payday.

26

POSTING OF AGREEMENT

A copy of this Agreement shall be posted and kept posted by the company in a prominent place on the company's premises accessible to the employees.



This Agreement is made on this 29th day of January 1998 Q.

COMPANY

Executed for and on behalf of Robert Guy and Sons Pty Ltd:

The Common Seal of Robert Guy and Sons Pty Ltd was hereunto affixed pursuant to its Article of Association in the presence of



[Signature]
Director

BRIAN RALPH
(Name in block letters)

Signed by the Employees:

Signed: [Signature]
M. BELL
(Name in block letters)

Signed: [Signature]
K PHILIPS
(Name in block letters)

Classification: Concrete Saw Operator/Driver

Classification: Concrete Saw Operator/Driver

Signed: [Signature]
N. WHITELEY
(Name in block letters)

Signed: [Signature]
KEVIN PYWELL
(Name in block letters)

Classification: Concrete Saw Operator/Driver

Classification: Concrete Saw Operator/Driver

Signed: [Signature]
[Signature]
(Name in block letters)

Signed:
(Name in block letters)

Classification: Concrete Saw Operator/Driver

Classification:

Signed:
(Name in block letters)

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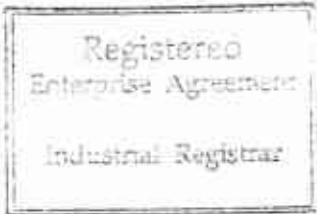
Classification:

Classification:

APPENDIX A- CLASSIFICATION STRUCTURE & RATES OF PAY

ROBERT GUY & SONS PTY LTD

<u>Wage Group</u>	<u>Weekly Rate</u> \$	<u>Hourly Rate</u> \$
Level 2	511.10	13.45
Level 1	459.80	12.10



Level 1

A Level 1 Classification shall gain experience and skills in all aspects of concrete sawing and drilling and shall perform the following duties:

- * assist the Concrete Saw/Drilling Operator in the provision of concrete sawing, drilling, jackhammer and kango-hammering;
- * operate sealing equipment;
- * erect scaffolding to a height of 1.8 meters;
- * drive a motor vehicle;
- * work from instructions and procedures;
- * work in a team environment or work individually under general supervision; and
- * any other work incidental to the provision of concrete sawing and drilling.

Level 1 Classification incorporates the following Award classification:

- * Concrete-Cutting or Drilling Machine Operator, Jack-hammerman.

Level 2

A Level 2 Classification shall be experienced in the operation of Concrete Sawing and Drilling and shall perform the following duties:

- * operate concrete sawing, drilling, jackhammer or kango-hammer equipment and sealing equipment;
- * work from instructions and procedures;
- * implement quality control techniques;
- * provide guidance and assistance as part of a work team;
- * erect scaffolding to a height of 1.8 meters;
- * drive a motor vehicle; and
- * any other work incidental to the provision of concrete sawing and drilling.

Level 2 Classification incorporates the following Award classifications:

- * Concrete-Cutting or Drilling Machine Operator, Jack-hammerman.