

Brefni Excavation & Earthmoving P/L

AUSTRALIAN WORKPLACE
AGREEMENT

OPTION A

February 2003

Brefni Australian Workplace Agreement 2003

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1.0 TITLE AND PARTIES

- 1.1 This document shall be known as the Brefni Excavation & Earthmoving Pty Ltd (Brefni) Australian Workplace Agreement, 2003 – Option “A” and should be read in tandem with Option “B” of the Agreement.
- 1.2 This Agreement will be binding on Brefni Excavation and Earthmoving Pty Ltd (the company) and employees of the company so electing to be covered by either Option “A” or Option “B” of the Agreement.

2.0 APPLICATION

- 2.1 ~~This agreement is intended to apply to all Plant Operators and Labourers of the Company within the scope of the National Building and Construction Industry Award (NBCIA) 2000 and truck drivers within the scope of the Transport Industry (State) Award, and Tradesman (Mechanic) within the scope of the Metal and Engineering (State) Award regardless of the location.~~
- 2.2 All rates of pay, allowances and conditions applicable to employees engaged under the terms of this agreement shall be in lieu of the provisions of the NBCIA, TISA and the MEIA.
- 2.3 ~~This agreement shall apply instead of the Award provisions.~~

3.0 DATE AND OPERATION

- 3.1 ~~This agreement shall apply from the date of approval and shall remain in force for three years.~~

4.0 REVIEW

- 4.1 Parties to the agreement will jointly review the operation of this annually. The final review being three months prior to the 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.

5.0 COMMITMENT

- 5.1 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 equally with the need for the Company to achieve the best possible financial result.
 - Continuous improvement of the efficiency, productivity, safety and quality of production are necessary to ensure the long term survival of the Company.

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Commitment to the above principles shall include developing:

- new consultative arrangements;
- improved forms of work organisation;
- greater emphasis upon learning, skill recognition and training; and
- development of a training program for all employees of the Company linked to the key performance indicators of their position.

6.0 OBJECTIVES

The objectives of this agreement are:

- 6.1 To provide a sound basis for harmonious industrial relations within the Company.
- 6.2 To provide the means by which the company can introduce significant flexibilities.
- 6.3 To rationalise the benefits paid to employees.
- 6.4 To ensure the highest possible standards of Occupational Health and Safety in the Company.
- 6.5 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, where such work is carried out.
- 6.6 To be continuously improving the efficiency, productivity, safety and quality of production in turn increasing the competitiveness of the Company in the national workplace.
- 6.7 To promote the importance of education and skill formation.
- 6.8 To develop adaptable, committed and highly skilled Employees.
- 6.9 To broaden the range of tasks which Employees may be required to perform.
- 6.10 To establish the necessary framework to deal with the major issues that confront the building and construction industry.

7.0 RELATIONSHIP TO PARENT AWARD

This Agreement provides rates of pay and conditions for employees of the Company and therefore the specific provisions of this Agreement are in lieu of all parent award provisions present or future.

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8.0 CONSULTATIVE PROCESS

The parties agree to the continuance of a consultative process to ensure appropriate and efficient consultation in respect to matters impinging on the operations and practices of the organisation.

The principle purpose of this consultative process will be to:

- (i) Facilitate the implementation of the terms of this Agreement;
- (ii) Facilitate the process of Workplace Reform;
- (iii) Develop and recommend measures or actions aimed at improving efficiency and productivity of the organisation;

9.0 SETTLEMENT OF DISPUTES

9.1 The parties recognise that one of the aims of the Agreement is to eliminate lost time in the event of a dispute and to achieve prompt resolution. The most effective procedure is for the responsibility for resolution to remain as close to the source of the dispute as possible. To this end, the following processes are agreed.

9.2 Discussions and Resolution

In the event of a dispute occurring, the following procedure will be adopted.

- Discussion between those directly affected.
- Discussion on the project between the site management and the employee affected.
- Discussion between senior Company management and the employee affected.

A dispute shall not be referred to the next level of discussion until a genuine attempt to resolve the matter has been made at the appropriate level.

9.3 Notice of Disputes

If a dispute arises which may lead to lost time and it does not appear to be one which can be settled immediately, the party raising the matter will notify the employer. Within 24 hours of the dispute being notified to the employer, the party notifying the dispute will confirm the details of the dispute in writing.

9.4 Reference to AIRC

In the event of any dispute arising which cannot be settled by discussion between the parties, the matter shall be referred to the Australian Industrial Relations Commission (AIRC) for resolution and the decision of the AIRC shall be binding on both parties.

9.5 Work Continuity - Work shall continue without interruption or dislocation, as it did prior to the dispute arising, during discussion and resolution of the dispute.

10.0 ANTI-DISCRIMINATION

The parties to this AWA agree that:

- (a) it is their intention to achieve the principle object in paragraph 3 (j) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this AWA; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
 - (i) where an AWA is approved before 23 June 2000, the payment of junior rates of pay; or
 - (ii) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - (iii) any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (A) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

11.0 INCLEMENT WEATHER

11.1 The employee shall not be entitled to payment under this agreement for inclement weather. The project foreperson shall determine when it is not reasonable or not safe to continue working due to inclement weather and payment at an hourly rate of pay shall

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cease upon this determination. The normal time rates of pay at within this agreement incorporate compensation for inclement weather.

- 11.2 If an employee fails to report to work or leaves the worksite without the prior consent of the employer, the employee will forfeit that days pay.

12.0 SICK LEAVE

12.1 The Company 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.

12.2 Each employee shall be entitled to 10 days sick leave per year; however sick leave entitlements shall not accrue from year to year. Sick leave will run from 1 January to 31 December and as employees do not accrue sick leave, employees with at least one year's service shall be paid each December a bonus of \$ 600.00 provided that the bonus shall reduce by @ \$40.00 / day for each sick day taken.

12.3 Each sick day used will be paid at 7 hours per day at employees normal pay rate.

13.0 HOURS OF WORK

13.1 Ordinary hours of work are not normally confined to an average of 40 per week. The employee is to work such hours per week as are safe, necessary and reasonable to fulfil the responsibilities of the position. The actual hours worked are to be arranged with the employer to suit the needs of the business, without placing an unjust requirement on the employee. Reasonable overtime is to be worked on a regular basis in order to fulfil the responsibilities of the position. Shift work may be required to be worked, from time to time, on an irregular or continuous basis to fulfil the responsibilities of the position.

13.2 Hours of work are to commence and finish at the worksite.

14.0 OVERTIME

14.1 Any time worked outside the employees agreed hours will be paid at 1.5 times the base salary rate on all hours worked.

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15.0 ANNUAL LEAVE

The employees of the Company shall be provided with 4 weeks annual leave for each year of completed service.

The Company will close down for the period from one day prior to Christmas day for a period of 14 working days.

All holiday pay entitlements will be paid up fully at this time. Holiday entitlements will not accrue from year to year.

If work is available and some employees wish to return to work early (after prior arrangements are made with both the employer and the employee) payment will be at normal rates of pay (over and above holiday payments made).

If an employee has less than 12 months service, annual leave and entitlements will be on a pro-rata basis.

16.0 PUBLIC HOLIDAYS

Employees will be entitled to all gazetted public holidays in NSW without loss of pay. Any employee required to work on a public holiday will be paid triple according to their classification in clause 23. If an employee fails to report to work for the day prior and the day after a public holiday/s without just cause the company will not be required to pay the employee for that public holiday/s.

17.0 PROJECT EMPLOYMENT

The Company may employ individuals on a project basis.

Where the Company employs individuals on a project basis, the Company shall provide those employees with a letter indicating they are being employed for the life of a stated project or for while work exists on that project for an employee in the classification they were employed in. The letter of appointment will also indicate an expected duration of employment.

Termination of employees employed on a project basis shall be by the giving of one week's notice or by payment in lieu of that notice.

Employees employed on a project basis shall accrue entitlements as per a weekly hire employee of the company and shall therefore not attract any casual loading provisions.

No leave loading (17.5%)

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18.0 CASUAL EMPLOYMENT

- 18.1 Brefnis' employees will be supplemented by temporary or casual personnel or contractors to cope with variations in work demands, temporary labour shortages, or as otherwise required. The mix and relationship of external providers to Brefnis' employees will be varied by Brefni, consistent with the objectives of maximum flexibility, efficiency, cost minimisation and quality of work.
- 18.2 A casual employee may be engaged for work on an hourly basis, at any time on any day of the week. In lieu of entitlements to sick leave, annual leave, public holidays or other forms of leave (excluding Long Service Leave), a casual shall be paid a loading of 20% for all hours worked.

19.0 PART TIME EMPLOYMENT

A part time employee is engaged on a weekly basis to work not less than 8 hours per week, not more than 40 hours per week, with a minimum engagement of 3 hours.

20.0 PROBATIONARY PERIOD

- 20.1 Employees will initially be engaged on probation. The probationary period shall be up to 3 months. During this period the employee shall be engaged on a casual basis.

21.0 RETRENCHMENT OF EMPLOYMENT

- 21.1 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.

22.0 TERMINATION OF EMPLOYMENT

- 22.1 Immediate termination shall apply for any unlawful or illegal activity during the course of your employment.
- 22.2 One weeks notice of termination of employment shall be given on either side.
- 22.3 The following procedure shall apply in cases of misconduct and unsatisfactory performance:

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- In the first instance where an Employee has been guilty of misconduct or unsatisfactory performance the Supervisor shall give a verbal warning and make a written diary note.
- Where a further instance of misconduct or unsatisfactory performance occurs a formal written notice shall be given to the Employee stating that any further misconduct or unsatisfactory performance will result in termination of employment.
- Where a further instance of misconduct or unsatisfactory performance occurs, the employee shall have their employment terminated and shall be provided with a termination notice stating the reasons for the said termination. Where appropriate, the Company may at its discretion issue a final warning prior to a termination notice being given to an employee. This option would only be considered at the discretion of the employer when the employer determines that the said unsatisfactory performance or the instance of misconduct is to be considered minor.

22.3 Nothing provided above shall inhibit the Company in cases of willful and serious misconduct or conduct which endangers the safety of any Employee or a member of the public from immediate termination of employment of an Employee.

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23.0 WAGE RATES

The following classifications and rates of pay are applicable to labourers /plant operators /truck drivers and tradesman (mechanics) covered by this Australian Workplace Agreement and are based on 40 hours per week.

Plant Operators	AWA Rate
Group C	
Bobcat Operator	\$ 17.02
Backhoe Operator	\$ 17.02
Roller operator	\$ 17.02
Trencher Operator	\$ 17.02
Group D	
Excavator Operator	\$ 17.16
Drott Operator	\$ 17.16

Probationary Plant Operator
Rate of pay during 3 months probationary period

\$ 17.02 per hour

All new plant operators will be employed on probation for a period of three months or until satisfactory skill levels are demonstrated by the employee.

Truck Drivers	AWA Rate
Tip truck – rigid 3 axle	\$ 15.03
Tip Truck/dog trailers	\$ 15.80

Trades

Tradesman mechanic	\$ 15.45
Formworker/concreter	\$ 16.70

Labourers

Semi skilled	\$ 15.78
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The rates of pay listed above shall be fixed for a period of twenty four months from the date of approval of the agreement. These rates shall be reviewed by the company, and the individual employees covered by this agreement each twelve months thereafter.

The wage rates indicated above shall be in lieu of award provisions and shall not be subject to any general increases or award increases awarded by the Industrial Relations Commission.

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24.0 TRAVELLING ALLOWANCE

- 24.1 Where an employee is provided with a Company vehicle to travel to and from the worksite, no travel allowance shall be payable.
- 24.2 Hours of work are to commence on the worksite.
- 24.3 Where the Company provides or offers to provide transport to the worksite and the employee refuses such offers, no allowance shall be paid.
- 24.4 Company vehicles provided to employees and maintained by the Company are only to be used for Company business and not for private use. At all times the company vehicle policy must be adhered to.
- 24.5 The payment of a five day a week travel/ fares/ motor allowance of \$10.00 per day, maximum 5 days (\$50.00) unless you are in possession of a company vehicle. The payment is made in respect of days worked Monday to Sunday and is paid in consideration of additional travel time, fares, and kilometres incurred in travelling to and from alternative work locations other than the employee's nominated work site before and after work.

25.0 DISTANT WORK

- 25.1 Employees who are requested by the Company to work on distant projects, will not be financially disadvantaged and will be fully compensated for agreed expenses.

It is acknowledged by the parties that the Company is under no obligation to offer distant location work to current employees. Whilst the Company may intend to use current employees on country projects, the contractual obligations relevant to the use of local labour and the Company's competitiveness will be the determining factors.

26.0 ROSTERED DAYS OFF

The employee shall not be entitled to any days known as RDO's, ARDO's, or flexi days.

27.0 PICNIC DAYS

The annual picnic day may be taken on the first Monday of December each year, or taken on another day as agreed between the employee and the company.

28.0 REDUNDANCY

The parties to this agreement agree (from date of registration) to honour the Redundancy Provisions of the Building and Construction Industry Award, 2000.

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29.0 SUPERANNUATION

Each employee will have superannuation contributions paid into a complying superannuation fund C+BUS equivalent to statutory requirements under the Superannuation Guarantee Legislation.

30.0 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 under any relevant award.

All employees shall be classified in accordance with the levels set out in Clause 23 and shall be paid the appropriate weekly rates. This provision shall commence from approval of this agreement.

The Company shall be entitled to engage trainees on appropriate training rates of pay as approved by the Industrial Relations Commission.

31.0 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.

Payment for training attended will be at normal rates of pay.

Should you decide to leave your employment within a three month period after completion of a training course paid for by Brefni then an amount equal to the cost of the training plus time spent at training will be deducted from your final payment.

Accordingly the parties commit themselves to developing a more highly skilled and flexible workforce.

32.0 QUALITY ASSURANCE

Providing our 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, 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.

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33.0 OCCUPATIONAL HEALTH AND SAFETY (OH&S)

Brefni 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. OH&S will be one of the criteria in the measurement of the productivity and efficiency gains expected to be generated by this Agreement.

All employees will be required by Company policy to undergo training and awareness of safety methods, procedures and practices which will be implemented over the life of this agreement.

Where an employee is instructed to perform a task and the employee considers that they are not adequately experienced to perform that task 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 plant defects book so rectification can be performed.

Employees are to comply with company directions regarding smoke free zones.

34.0 PROTECTIVE CLOTHING

34.1 Entitlement

All employees shall be issued with protective clothing as required to ensure their occupational health and safety.

34.2 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 may result in the individual being required to show cause why that individual should not have their employment terminated.

34.3 Protective clothing and safety footwear shall be supplied as required to all employees prior to commencement on site and will be replaced by the employer at the employers expense on a one for one basis due to normal wear and tear or faulty equipment.

34.4 Protective clothing is not to be used for the employees personal use. Such wear and tear shall be paid for by the employee.

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34.5 Employees will be responsible for laundering and good maintenance of the safety clothing and footwear provided by the employer.

34.6 Willful damage or loss of safety or protective equipment will be at the employees expense.

35.0 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 Drugs 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 the 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, and actions contrary to this policy may lead to termination of employment.

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

36.0 NO EXTRA CLAIMS

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

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Option B

February 2003

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- 6.5 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, where such work is carried out.
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- Discussion on the project between the site management and the employee affected.
- Discussion between senior Company management and the employee affected.

A dispute shall not be referred to the next level of discussion until a genuine attempt to resolve the matter has been made at the appropriate level.

9.3 Notice of Disputes

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In the event of any dispute arising which cannot be settled by discussion between the parties, the matter shall be referred to the Australian Industrial Relations Commission (AIRC) for resolution and the decision of the AIRC shall be binding on both parties.

9.5 Work Continuity - Work shall continue without interruption or dislocation, as it did prior to the dispute arising, during discussion and resolution of the dispute.

10.0 ANTI-DISCRIMINATION

The parties to this AWA agree that:

- (a) it is their intention to achieve the principle object in paragraph 3 (j) of the *Workplace Relations Act 1996*, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this AWA; and
- (c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) nothing in these provisions prohibits:
 - (i) where an AWA is approved before 23 June 2000, the payment of junior rates of pay; or
 - (ii) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - (iii) any discriminatory conduct (or conduct having a discriminatory effect) if:
 - (A) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - (B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

11.0 INCLEMENT WEATHER

- 11.1 The employee shall not be entitled to payment under this agreement for inclement weather. The project foreperson shall determine when it is not reasonable or not safe to continue working due to inclement weather and payment at an hourly rate of pay shall cease upon this determination. The normal time rates of pay at within this agreement incorporate compensation for inclement weather.
- 11.2 If an employee fails to report to work or leaves the worksite without the prior consent of the employer, the employee will forfeit that days pay.

~~12.0 SICK LEAVE~~

- 12.1 The Company 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.

- 12.2 ~~The employee's entitlement to sick leave has been incorporated into the hourly rate of pay provided. Therefore, any such leave taken by an employee is unpaid leave.~~

13.0 HOURS OF WORK

- 13.1 Ordinary hours of work are not normally confined to an average of 40 per week. The employee is to work such hours per week as are safe, necessary and reasonable to fulfil the responsibilities of the position. The actual hours worked are to be arranged with the employer to suit the needs of the business, without placing an unjust requirement on the employee. Reasonable overtime is to be worked on a regular basis in order to fulfil the responsibilities of the position. Shift work may be required to be worked, from time to time, on an irregular or continuous basis to fulfil the responsibilities of the position

- 13.2 Hours of work are to commence and finish at the worksite.

NO Sick leave

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14.0 OVERTIME

No penalty rates will be paid as payment for overtime hours worked is included in your hourly rate.

15.0 ANNUAL LEAVE

No holiday days will be paid as payment for holidays is included in your hourly rate of pay.

17.0 PUBLIC HOLIDAYS

No public holiday days will be paid as payment for holidays is included in your hourly rate of pay.

17.0 PROJECT EMPLOYMENT

The Company may employ individuals on a project basis.

Where the Company employs individuals on a project basis, the Company shall provide those employees with a letter indicating they are being employed for the life of a stated project or for while work exists on that project for an employee in the classification they were employed in. The letter of appointment will also indicate an expected duration of employment.

Termination of employees employed on a project basis shall be by the giving of one week's notice or by payment in lieu of that notice.

Employees employed on a project basis shall accrue entitlements as per a weekly hire employee of the company and shall therefore not attract any casual loading provisions.

18.0 CASUAL EMPLOYMENT

18.1 Brefnis' employees will be supplemented by temporary or casual personnel or contractors to cope with variations in work demands, temporary labour shortages, or as otherwise required. The mix and relationship of external providers to Brefnis' employees will be varied by Brefni, consistent with the objectives of maximum flexibility, efficiency, cost minimisation and quality of work.

18.2 A casual employee may be engaged for work on an hourly basis, at any time on any day of the week. In lieu of entitlements to sick leave, annual leave, public holidays or other forms of leave (excluding Long Service Leave), a casual shall be paid a loading of 25% for all hours worked.

20.0 PART TIME EMPLOYMENT

A part time employee is engaged on a weekly basis to work not less than 8 hours per week, not more than 40 hours per week, with a minimum engagement of 3 hours.

20.0 PROBATIONARY PERIOD

20.2 Employees will initially be engaged on probation. The probationary period shall be up to 3 months. During this period the employee shall be engaged on a casual basis.

21.0 RETRENCHMENT OF EMPLOYMENT

21.2 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.

22.4 TERMINATION OF EMPLOYMENT

22.5 Immediate termination shall apply for any unlawful or illegal activity during the course of your employment.

22.6 One week's notice of termination of employment shall be given on either side.

22.3 The following procedure shall apply in cases of misconduct and unsatisfactory performance:

- In the first instance where an Employee has been guilty of misconduct or unsatisfactory performance the Supervisor shall give a verbal warning and make a written diary note.
- Where a further instance of misconduct or unsatisfactory performance occurs a formal written notice shall be given to the Employee stating that any further misconduct or unsatisfactory performance will result in termination of employment.
- Where a further instance of misconduct or unsatisfactory performance occurs, the employee shall have their employment terminated and shall be provided with a termination notice stating the reasons for the said termination. Where appropriate, the Company may at its discretion issue a final warning prior to a termination notice being given to an employee. This option would only be considered at the discretion of the employer when the employer determines that the said unsatisfactory performance or the instance of misconduct is to be considered minor.

22.7 Nothing provided above shall inhibit the Company in cases of willful and serious misconduct or conduct which endangers the safety of any Employee or a member of the public from immediate termination of employment of an Employee.

23.0 WAGE RATES

The following classifications and rates of pay are applicable to labourers /plant operators /truck drivers and tradesman (mechanics) covered by this Australian Workplace Agreement and are based employment on as and when work is available basis as outlined in the sections Option B of this agreement.

Plant Operators	AWA Rate
Group C	
Bobcat Operator	\$ 20.00
Backhoe Operator	\$ 20.00
Roller operator	\$ 20.00
Trencher Operator	\$ 20.00
Casual	\$ 20.00
Group D	
Excavator Operator	\$ 21.00
Drott Operator	\$ 21.00
Casual	\$ 20.00

Probationary Plant Operator
Rate of pay during 3 months probationary period

\$ 20.00 per hour

All new plant operators will be employed on probation for a period of three months or until satisfactory skill levels are demonstrated by the employee.

Truck Drivers	AWA Rate
Tip truck – rigid 3 axle	\$ 20.00
Casual	\$ 20.00
Tip Truck/cog trailers	\$ 21.00
Casual	\$ 21.00

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Trades

Tradesman mechanic	\$ 20.00
Formworker/concreter	\$ 21.00

Labourers

Semi skilled permanent	\$ 19.00
Semi skilled casual	\$ 19.00

The rates of pay listed above shall be fixed for a period of twenty four months from the date of approval of the agreement. These rates shall be reviewed by the company, and the individual employees covered by this agreement each twelve months thereafter. The rates will increase by a maximum amount indicated above over the life of this agreement.

Factors to be considered in reviewing these rates should be CPI increases, productivity of the workforce, the profitability and efficiency of the organisation and the expected work load of the organisation.

The wage rates indicated above shall be in lieu of award provisions and shall not be subject to any general increases or award increases awarded by the Industrial Relations Commission.

24.0 TRAVELLING ALLOWANCE

No travelling allowance will be paid as this is included in the hourly rate of pay.

25.0 DISTANT WORK

25.1 Employees who are requested by the Company to work on distant projects, will not be financially disadvantaged and will be fully compensated for agreed expenses.

It is acknowledged by the parties that the Company is under no obligation to offer distant location work to current employees. Whilst the Company may intend to use current employees on country projects, the contractual obligations relevant to the use of local labour and the Company's competitiveness will be the determining factors.

26.0 ROSTERED DAYS OFF

- The employee shall not be entitled to any days known as RDO's, ARDO's, or flexi days.

27.0 PICNIC DAYS

- The annual picnic day may be taken on the first Monday of December each year, or taken on another day as agreed by the employee and the company.

28.0 REDUNDANCY

The parties to this agreement agree (from date of registration) to honour the Redundancy Provisions of the Building and Construction Industry Award, 2000.

Employment is subject to work being available

29.0 SUPERANNUATION

Each employee will have superannuation contributions paid into a complying superannuation fund C+BUS equivalent to statutory requirements under the Superannuation Guarantee Legislation.

30.0 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 under any relevant award.

All employees shall be classified in accordance with the levels set out in Clause 23 and shall be paid the appropriate weekly rates. This provision shall commence from approval of this agreement.

The Company shall be entitled to engage trainees on appropriate training rates of pay as approved by the Industrial Relations Commission.

31.0 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.

Payment for training attended will be at normal rates of pay.

Should you decide to leave your employment within a three month period after completion of a training course paid for by Brefni then an amount equal to the cost of the training plus time spent at training will be deducted from your final payment.

Accordingly the parties commit themselves to developing a more highly skilled and flexible workforce.

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32.0 QUALITY ASSURANCE

Providing our 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, 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.

33.0 OCCUPATIONAL HEALTH AND SAFETY (OH&S)

Brefni 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. OH&S will be one of the criteria in the measurement of the productivity and efficiency gains expected to be generated by this Agreement.

All employees will be required by Company policy to undergo training and awareness of safety methods, procedures and practices which will be implemented over the life of this agreement.

Where an employee is instructed to perform a task and the employee considers that they are not adequately experienced to perform that task 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 plant defects book so rectification can be performed.

Employees are to comply with company directions regarding smoke free zones.

34.0 PROTECTIVE CLOTHING

34.1 Entitlement

All employees shall be issued with protective clothing as required to ensure their occupational health and safety.

34.2 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 may result in the

individual being required to show cause why that individual should not have their employment terminated.

34.4 Protective clothing and safety footwear shall be supplied as required to all employees prior to commencement on site and will be replaced by the employer at the employers expense on a one for one basis due to normal wear and tear or faulty equipment.

34.4 Protective clothing is not to be used for the employees personal use. Such wear and tear shall be paid for by the employee.

34.5 Employees will be responsible for laundering and good maintenance of the safety clothing and footwear provided by the employer.

34.6 Willful damage or loss of safety or protective equipment will be at the employees expense.

35.0 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 Drugs 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 the 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, and actions contrary to this policy may lead to termination of employment.

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

36.0 NO EXTRA CLAIMS

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

0972-03-06-54-PAK 035

Brefni Australian Workplace Agreement 2003

Australian Workplace Agreement (attached) made under the *Workplace Relations Act 1996* between:

FOR THE EMPLOYER

Signed:

Date:

Name in full (printed):

Position:

Witnessed by:

Witness name in full (print):

Witness address:

EMPLOYEES PARTY TO THIS AGREEMENT:

EMPLOYEE

Option A or Option B

Signed:

Date:

Name in full (printed):

Witnessed by:

Witness name in full (printed):

Witness address:

EMPLOYEE

Option A or Option B

Signed:

Date:

Name in full (printed):

Witnessed by:

Witness name in full (printed):

Witness address:

EMPLOYEE

Option A or Option B

Signed:

Date:

Name in full (printed):

Witnessed by:

Witness name in full (printed):

Witness address: