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3.1 This Agreement shall apply where the Company undertakes construction work, including maintenance throughout Australia.

3.2 Employees (hereinafter referred to as “Employees”) of the Company who are engaged in any of the classification of this agreement.

4.1.1 This Agreement shall operate to the exclusion of any and all awards and supersedes any previous arrangements or agreements.

4.1.2 Prior to 1 January 2010 the reference award for this Agreement is the National Building and Construction Industry Award 2000 for the purposes of meeting the No Disadvantage Test.

4.2 Relationship to other Awards and Agreements from January 2010

4.2.1 This Agreement operates subject to Chapter 2 of the FWA to provide terms and conditions for Company employees covered by the Agreement.

4.2.6 Where this Agreement gives an employee an entitlement (the award or agreement entitlement) that is the same as an entitlement (the NES entitlement) of the employee under the National Employment Standards:

(a) those terms operate in parallel with the employee’s NES entitlement, but not so as to give the employee a double benefit; and

(b) the provisions of the National Employment Standards relating to the NES entitlement apply, as a minimum standard, to the agreement entitlement.

5.1 This Agreement shall come in to operation on and from seven (7) days after the Agreement is approved by Fair Work Australia under provisions of Part 2-4, Division 4 of the FWA. The Agreement has a nominal expiry of one (1) calendar year from the effective date of operation or the 20 June 2010 whichever comes first.

The parties to this Agreement undertake that they will not pursue any further claims against the Company during its period of operation. The Agreement is intended to be exhaustive of all terms and conditions of the employment relationship.

This Enterprise Agreement has the following objectives:

(a) To provide a culture for change

(b) To improve the competitiveness, viability and profitability of the Company providing better wages

(c) To improve efficiency and flexibility by changing the way work is organised

(d) To maintain and enhance Company occupational health and safety performance

Following the expiration of 152 ordinary hours of employment, Employees will also be provided with the option of:

* n April each year – 2 sloppy joes or 1 sloppy joe and 1 jacket
* In October each year – 2 t-shirts

9. Wage Rates / Remuneration

The wage rates set out in Appendix II and IV apply over the life of the Agreement. Rates apply on and from the beginning of the first full pay period to commence after the date indicated.

In return for compliance with the provisions of this Agreement, a combined allowance will be paid to all Employees. This allowance shall be paid in lieu of Special Rates, Multi-storey allowance, tool allowance, laundry and clothing allowances.

The rate payable will be as follows:

1. New Entrant as classified under this Agreement $0.50 per hour worked;
2. All other classifications under this Agreement $1.00 per hour worked.

9.2 Redundancy

The Company agrees to make redundancy contributions in respect of employees covered by this Agreement to a Redundancy Trust Fund to be nominated by the company.

The Company shall contribute superannuation payments into a superannuation fund nominated by the company.

The rate of contribution shall be 9% of Ordinary Time Earnings or the SGL percentage of Casual employees shall be entitled Superannuation subject to earning more than $450 in any month.

Wages will be paid weekly through electronic funds transfer for all employees into an agreed financial institution account:

The loaded hourly wage rates set out in Appendix IV (B) is calculated on the base rates set out in Appendix IV (A) of this Agreement.

The loaded hourly wage rate takes into account the following conditions.

A. Base Rates Applicable from date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

From date of commencement 15.58 17.65 19.11 19.94 20.77

From 1 March 2007 16.13 18.27 19.78 20.64 21.50

From 1 March 2008 16.67 18.89 20.45 21.34 22.22

From 1 March 2009 17.22 19.50 21.12 22.03 22.95

From 1 March 2010 17.82 20.18 21.86 22.80 23.75

B. Loaded Weekday Rates Applicable from date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

From date of commencement 20.90 23.30 25.00 25.90 26.90

From 1 March 2007 21.63 24.12 25.88 26.81 27.84

From 1 March 2008 22.39 24.96 26.78 27.74 28.82

From 1 March 2009 23.17 25.83 27.72 28.72 29.82

From 1 March 2010 23.98 26.73 28.69 29.73 30.86

C. Loaded Weekday Overtime Rate Applicable from date of Certification:

Operative Date FMQE FMQE FMQE FMQE FMQE

Any issues concerning application of the provisions of this procedure will be resolved strictly in accordance with Dispute Settlement Procedures noted above.

The employee concerned is to be approached on site by their direct supervisor. The supervisor will make clear to the Employee what the problem area(s) is (are) and how their behaviour must improve. Following this discussion, the supervisor shall report the matter to their manager, who shall ensure that this action is noted and followed up in writing as well as inscribed on the Employee's file.

Where the same or similar behaviour continues and it is necessary to issue a second formal warning, this shall be issued, in writing, by the Employee’s supervisor.

At the time of issuing a written warning the Employee’s supervisor shall canvass the desirability of counselling the Employee.

Where the same or similar behaviour continues and it is necessary to issue a final warning this shall be issued by the Employee’s manager. The warning shall be in writing.

Termination

Where the same or similar behaviour is repeated, the employee's service shall be terminated by the Employee’s manager.