

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/318

TITLE: Cleary Bros (Bombo) Pty Ltd - AWU Enterprise Agreement

I.R.C. NO: 2000/2966

DATE APPROVED/COMMENCEMENT: 31 October 2000

TERM: 20months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/105

GAZETTAL REFERENCE:

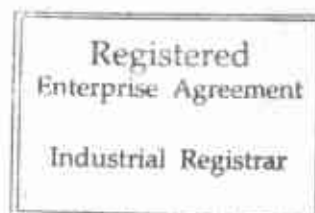
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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees eligible to be members of the Australian Workers Union and employed as construction workers

PARTIES: Cleary Bros (Bombo) Pty Limited -&- The Australian Workers' Union, New South Wales

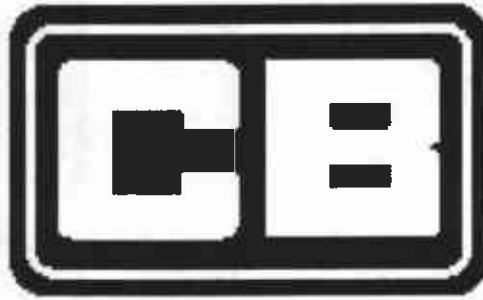


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**CLEARY BROS (BOMBO)
PTY LTD**

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AWU

ENTERPRISE AGREEMENT

PRIVATE & CONFIDENTIAL



DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

WASHINGTON, D. C.

UNITED STATES GOVERNMENT

OFFICE OF THE SECRETARY

**ENTERPRISE AGREEMENT
CLEARY BROS (BOMBO) PTY LTD / AWU**

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ENTERPRISE AGREEMENT - Cleary Bros (Bombo) Pty Ltd - AWU

Clause 1 Introduction

The Parties to this Enterprise Agreement agree that Cleary Bros. (Bombo) Pty Ltd (hereinafter called Cleary Bros) must continue to achieve real and sustained performance improvement by embracing a philosophy of continuous improvement. We aim to become an internationally competitive enterprise continually improving the level of customer satisfaction, employee satisfaction, product quality and productivity.

Cleary Bros has continued the introduction of a system of total quality management principles or Quality Assurance, to assist in achieving the above objectives. All employees will become familiar with these concepts and skill through training and involvement in project work.

Applications

This Agreement shall apply and be binding upon:

- (i) Cleary Bros (Bombo) Pty Ltd
- (ii) Australian Workers Union, and
- (iii) Employees who are members or eligible to be members of the Australian Workers Union and are employed in accordance with the classification levels in Appendix 1.

Parties

The parties to the Agreement are Cleary Bros, and the Australian Workers Union.

Scope and Purpose

The objectives will be to improve not only the standard of working life but also the overall performance of all employees with the ultimate aim of maintaining and improving Cleary Bros competitiveness.

The provision of greater job satisfaction will be achieved by developing and increasing the employee's overall skills while at the same time offering new and advanced employment opportunities.



Existing Flexibility

Flexibility's attained from the previous Enterprise Agreements are deemed to continue during the life of this agreement.

Duration

This Agreement shall operate for the beginning of the first pay period to commence on or after the date of Certification of this Agreement and shall remain in force until 30th June 2002.

Commitment

The parties acknowledge that an important ingredient of sound employee relations is stability and predictability. They have therefore devoted considerable time to examining the nature and scope of work to be covered by this Agreement and particular features, circumstances and the issues which require discussion and resolution between the parties.

The parties have reserved leave to apply to incorporate details on workplace reform matters which will continue to be the subject of examination and discussion during the currency of this Agreement.

No Extra Claims

The parties agree that there shall be no additional claims made for increases in wages, salaries or wage related allowances for the period of this Agreement.

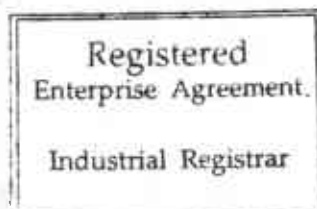
Application of Parent Awards

This Enterprise Agreement will apply in conjunction with the Cement Mixers and Concrete Workers' Central Batch Plants (State) Award, Quarrying Industry (State) Award and General Constructions and Maintenance, Civil and Mechanical Engineering (State) Award and Gangers (State) Award.

Provided that where there is any inconsistency between the respective Award and this Agreement, the Agreement will prevail.

Parent award provisions will apply.

- a) In relation to matters which this Agreement specifically indicates should be determined by reference to parent awards:
or





- b) Where there is no provision contained in this Agreement relating to the same or like matters.

Contract of Employment

.....

Employment shall be by the week. Any employee not specifically engaged as a casual employee in accordance with Clause 4b) shall be deemed to be employed by the week.

Clause 2 Workplace Reform

a) Agreed Parameters for Workplace Reform

.....

Participative Management and Work Organization

Cleary Bros employees will be organized so that they work in quality driven, broadly skilled work teams to perform a wide range of functions. Parties to this Agreement will foster a work environment where all continuously strive for improvement in what is done and how it is done, in order to optimize value through improvement in productivity and quality as well as to enhance quality of employees' working life.

b) Consultative Mechanisms

.....

In agreeing to form a Consultative Committee, all parties, management and unions acknowledge the requirements for an atmosphere of mutual trust and co-operation. The overall purpose of the Committee is to provide an environment for greater communication and, in doing so, establish a forum in which employees are able to express their points of view and thus an opportunity to influence management decision making and also allowing management to utilize knowledge and experience. The Committee will pursue the objectives of this agreement.

Two important areas of operation are specifically excluded from the domain of the Consultative Committee:

- (i) Industrial relations issues will be processed via the disputes avoidance procedure contained in Clause 8b of this Agreement.
- (ii) Matters which by definition are the responsibility of the Occupational Health and Safety Committee will be referred to that Committee.



c) Competency Based Training

A programme using competency standards has been incorporated in Cleary Bros Quality Assurance System.

Training and demonstrated competence through this assessment procedure will provide the basis for career progression for workers and access to higher paid classifications provided for in this Agreement. Progression to a higher classification will also be determined by the availability of work for that classification.

d) International Best Practice

Both parties agree that international or other relevant best practices be jointly identified and adopted in measuring and improving the efficiency of all company functions. As a result, both parties are committed to a process which will ensure that:

- * During the course of the Agreement we will progressively develop and implement systems which will identify local and international best practices benchmarks in specific target areas in Cleary Bros.
- * The identification, development of best practices benchmarks will be undertaken in consultation and agreed with the employees in the appropriate workplace.

e) Quality Assurance

The parties acknowledge their commitment to the concept of Total Quality Management and the objective of continuous improvement.

This will involve a program and philosophy of continuing co-operation, consultation and communication with all employees.

The parties will utilize the "Non Conformance" mechanism to provide feedback on quality performance in all areas. Management will take responsibility for this occurring.

f) Suggestion Scheme

The suggestion scheme has been implemented to encourage employees to communicate their ideas for workplace productivity improvement to management. Where suggestions are implemented, recognition will be given to the employee concerned.



g) Multi-Skilling

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for employees, multi-skilling will extend by agreement to allow employees to perform agreed tasks within the scope of their skills and competence. Agreement has been reached for employees to perform a wider range of tasks and participate in additional training as necessary.

Cleary Bros may direct any employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training and shall be consistent with Cleary Bros responsibilities to provide a safe and healthy working environment as well as ensuring fully productive employees at all times.

h) EEO

Cleary Bros is an equal opportunity employer. All employees are entitled to work in an environment free from discrimination. Cleary Bros will recruit, employ and train personnel on the basis of experience, skills and on the job performance. Cleary Bros has a commitment to an affirmative action program which will be taken into account when considering employment opportunities.

i) EFT Payment

All wages and allowances will be paid on a weekly basis by EFT on the Thursday following the week worked.

j) Confidentiality

As part of normal duties, the employee will obtain or have access to confidential information concerning Cleary Bros. Under no circumstances is any use to be made of this information except for the purposes directly related to furthering the business objectives of Cleary Bros as provided with the terms of the employee's authority.

All employees are required to keep information about the business of Cleary Bros confidential. Disclosure may only be made with the express consent of Cleary Bros.



k) Other Employment or Conflicts of Interest

For the duration of employment with Cleary Bros, employees shall not set themselves up or engage in private business or undertake other employment in direct or indirect competition with Cleary Bros or use knowledge or materials gained during the course of employment with Cleary Bros for that purpose. No other employment shall be undertaken in conflict with the employee's employment with Cleary Bros.

Clause 3 Wages

a) Classification Structure

All employees covered by this Agreement shall be classified according to the classifications shown in Appendix 1 and shall be paid the appropriate hourly wage rates as shown in Appendix 2 - these rates shall be taken to include alterations made from time to time strictly in accordance with this Agreement.

Annual assessment of all employees will be carried out. Assessment criteria and the procedure used is contained in the Quality Manual. Each employee will be required to comment on their assessment outcome.

b) Wage Rate Structure

In order to maximize productivity at the work face the following productivity based wage rate structure will apply:

i) Production Rate

- 1 The Production Rate comprised the Base Rate plus a Work face Productivity Allowance of \$1.00 per hour paid for all productive time actually worked including hours deferred to an RDO. The Production Rate shall also apply whilst an employee is on approved paid leave.
- 2 Employees may be offered the opportunity to participate in training including during the period of inclement weather. Those employees who participate in training shall be paid the Production Rate for the time so engaged.



3. Where in strict accordance with the procedures contained in the Agreement it is determined that due to a safety issue no safe alternative productive work can be performed, employees shall remain on site and be paid the Production Rate for such time.
4. Overtime penalties will be applied to the Production Rate for actual overtime hours worked.
5. Where inclement weather arises during ordinary hours and the procedures contained in this Agreement are strictly followed and alternative productive work, training, consultation or information sharing activities are available then any employees who do not participate in the approved activities in accordance with this Agreement shall remain on site or will return to a nominated yard as directed by management representatives and be paid the base rate for ordinary hours so affected.
6. Both the Production and Base Rates provided for in this Agreement are paid rates. They incorporate all award, over-award and non-award payments which might otherwise be payable, but do not incorporate the additional allowances referred to in Clause 4.
7. An employee who has made himself / herself available for training or other work shall be paid at the productive rate.



c) **Calculation and Rounding of Hourly Rates**

Wage Rates will be calculated in all cases as hourly rates and will be round to the nearest 1/100 cent per hour.

d) **Rates of Pay**

No employee shall unreasonably refuse to undertake training provided by Cleary Bros in paid work time which would enable the employee to fulfill the substantive requirements of the skill level to which they have translated as a result of the introduction of this Agreement or its predecessor. In seeking upward reclassification an employee shall be required to demonstrate that he or she meets the full requirements of the higher skills level in accordance with the criteria outlined in the Quality Manual.

If temporarily filling the higher classification of acting foreman or leading hand, the employee will be paid according to the appropriate higher classification for the time worked in that higher classification.

Appendix 2, tables 1, 2 and 3 shows the rate of pay applicable.

e) **Key Performance Indicators**

The aims of this agreement is that the parties are committed to continue improvements in quality, productivity efficiency and flexibility ensuring the Company's competitiveness whilst offering secure and worthwhile employment for the employees.

Agreement will be reached between the parties on three (3) Key Performance Indicators to apply to each area of operation as noted in Appendix 1 - Table 1, 2, and 3 - Classification. The KPI 's will be selected from the table of KPI's contained in appendix 4 of this agreement. If no agreement is reached the company will nominate the KPI's to apply.

Once the KPI's are selected by the Company all employees will be informed of which KPI's apply to their particular area.

The achievement level specified in the applicable KPI's will be measured on a quarterly basis. If the three (3) KPI's are met in each quarter the payment of 2.5% applicable on 1st January each year as detailed in the relevant appendix "Installment Increases Table" will be made.



Where it is apparent that some or all of the three (3) KPI's for a particular area will not be met discussion will be held between the company and the employees to determine whether strategies can be put into place to achieve these KPI's.

f) **Definitions, Standards and Career Progression**

The parties to this Agreement recognize the importance of career planning. The Consultative committee will develop guidelines for the discussion of the scope and opportunities for career progression of employees. Divisional Managers will be delegated the responsibility of developing and agreeing on a career plan.

g) **Casuals**

Casual employees may on be employed for a maximum of 3 months in any financial year to assist with seasonal production requirements. The three (3) months time period to commence at the date the casual is first employed in that particular financial year. *If and when the casual is required to work up to a further 3 months the union delegate will be advised accordingly.*

A casual employee working ordinary time shall be 1/38th of the appropriate weekly wage per hour plus a loading of 15%.

(This loading is in lieu of all paid leave and public holidays and to compensate for the nature of casual employment).

Casuals shall not be entitled to payment for:

- i) annual leave
- ii) bereavement leave
- iii) jury service leave
- iv) sick leave
- v) public holidays
- vi) any other leave item

h) **Timesheets**

Timesheets shall be sent to the pay office at Port Kembla or given to the appropriate supervisor on a daily basis. Late timesheets received after 9.00 am Monday morning may not be processed until the following pay week. Timesheets or hire dockets incorrectly completed may result in the employees pay for that day being delayed.

Any alteration of timesheets must be notified to the employee with pay.



Clause 4 Additional Allowances

In addition to the Wage Rates provided for in this Agreement only the following allowances will be paid as appropriate from the applicable award.

- i) First Aid Allowance (Where the employee is the designated first aid officer)
- ii) Travel Allowance
- iii) Daily Travelling Time for employees use of own vehicle will be as per map in Appendix 6 for employees based at Port Kembla. Similar maps will be developed for employees based at other Cleary Bros sites as required. employees employed directly on a site who do not travel from a Cleary Bros yard will not attract a travel allowance. The base rate will be the applicable hourly rate for travel.
- iv) For employees who travel in company vehicles based at Port Kembla, the travel time will be paid on the basis of the rate shown on the Map in Appendix 6 less one hour. Similar maps will be developed for employees based at other Cleary Bros sites.
- v) Accommodation Allowance - Where travel extends beyond reimbursement for travel time zones described in Item v) and vi) above, a decision will be made by the Company, in consultation with employees whether to pay additional travel time or to provide appropriate accommodation and meals.
- vi) Meal Allowance -
Meal Allowance will be payable:
 - a) after one and a half hours of overtime worked at the end of a normal shift or,
 - b) after four hours of overtime worked on a normal shift.
- vii) BHP Site Allowance
- viii) Where other project site agreements exist (including EBA's covering Waste Sites) which are registered under any State or Federal Industrial legislation and binding on Cleary Bros, employees will receive the greater amount (if there is any inconsistency) between any such agreements and this Agreement in order that total payment under each agreement is the same.





ix) In charge of plant allowance.

x) Kilometer Allowance.

Where Cleary Bros requests and the employee agrees to use his / her own car to transfer from one working site to another during working hours, the employee shall be paid an *allowance of 65 cents per kilometer*.

xi) Tower and height allowance.

xii) Using Hydraulic Hammer.

xiii) Carrying oils and greases.

xiv) Dual lift.

xv) Pile Driving.

xvi) Asbestos.

Clause 5 Hours of Work

a) Ordinary Hours

i) Span of Hours

Ordinary hours of work shall be 38 per week worked Monday to Friday between the hours of 6.00am and 6.00pm. Provided that by agreement between Cleary Bros. and the majority of its employees at a particular site the span of hours may be altered to a 5am start time and the union advised accordingly. Latest start times will be as per relevant award. Daily start times to be advised to employees as necessary to satisfy customer requirements.

Management will endeavor to notify employees of normal start times (Monday to Friday) by 4pm the previous weekday where possible. Weekend start times will be advised to employees as soon as possible.

Management will provide notice to take RDO by with an agreed roster or as soon as possible in all other circumstances.

Further flexibility may be agreed with employees and the union advised accordingly.



ii) Programming of RDO's

1. The parties agree that there has been and will be benefits for Cleary Bros and the employee in allowing greater flexibility in taking RDO's. It is intended that some of the Cleary Bros workplaces may remain open during designated industry RDO's.
2. RDO's may be allowed to accumulate up to five days-maximum as individually applicable. Once the maximum of five days has been reached, then these days shall be taken at a time as agreed with management and employee. All rates paid for working on the RDO will be at ordinary time rates (with penalty rate applicable after 8 hours work) and the RDO entitlement can be taken at a later agreed time. If feasible an RDO roster or procedure will be developed in consultation with employees by the relevant Divisional Manager or delegate responsible for the work area in which the employee works.
3. In exceptional circumstances where an employee has already accumulated five days and is called to work on next RDO (so that RDO accrued will increase over 5 days) then such work shall be paid as a Saturday shift.

iii) RDO Accrual During Paid Leave

Any day of paid leave taken shall be regarded as an 8 hour day for accrual purposes.

iv) Rest Break

One paid fifteen (15) minute rest break shall be allowed to all employees covered by this Agreement during ordinary hours on any working day. Employees shall take the rest break at a time mutually agreed upon between Cleary Bros and its employees.

v) Meal Break

The commencement time of the meal break shall be by agreement between Cleary Bros and the majority of its employees at the particular site and on larger projects may be staggered. Employees may be required to work through their meal breaks to suit the requirements of the customer. In these circumstances these employees will be paid at ordinary time rates for working through their meal break and will have an additional 30 minute break at a later time or date as agreed with management.





b) Overtime

Employees shall work such overtime as reasonably requested by Cleary Bros. Payment for overtime will only be made when such overtime is authorized by Cleary Bros.

Clause 6 Inclement Weather

a) General Principles

1. "Inclement Weather" shall mean the existence of rain or abnormal climatic conditions by virtue of which it is either not reasonable or not safe for employees thereto to continue working whilst the same prevail.
2. The parties agree that the primary focus of inclement weather provisions is to provide a set of agreed procedures which ensure that productive work is maximized without employees being exposed to climatic conditions which are unreasonable or unsafe to work in.
3. Where employees are operating in weather proof cabins, inclement weather will mean when it is counter productive to the project to continue work on site and subject to safe working conditions applying. Where it is a contract condition that the site remain open during inclement weather employees will be issued with appropriate protective clothing and equipment will be fitted with appropriate weather proof cabins to facilitate the continuation of only the essential service component of the operation.
4. Wherever inclement conditions arise, productive work should continue by following agreed procedures set out below which provide for transfers to work in areas unaffected by inclement weather and for protection from exposure to inclement weather.
5. Where all avenues of alternative productive work in areas unaffected by inclement weather have been exhausted participation in genuine and relevant training, consultation and information sharing activities will be considered.
6. In the event that the above alternative work / activities are either exhausted or not possible and it is agreed that the prevailing inclement conditions are unlikely to change within the remaining ordinary hours, employees will not be unreasonably required to remain on site. During inclement weather, clearance from the appropriate supervisor must be received before going home early, in order to be paid for that day.



7. All structured training courses conducted will be delivered by person that are approved by the relevant Divisional Manager.

8. Other provisions will be as per the relevant award.

b) Procedure for Determining whether or Not Conditions are Inclement - Discussion Between Parties

The Cleary Bros site representative shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed thirty (30) minutes for the purpose of determining whether or not conditions are inclement. Weather shall be regarded as inclement unless it is agreed at such conference.

Employees shall continue working until such conference has taken place unless severe weather conditions prevail.

c) Procedures for Maximizing Productivity During Inclement Weather - Transfer to Alternative Productive Work

Following consultation, employees may be transferred from one location on a site where it is unreasonable or unsafe to work due to inclement weather to work at another location on the same site, or another site, which is not affected by inclement weather.

d) Transfer to Non - Productive Activities

Those employees who, remain on-site during ordinary hours or who remain on-site at the direction of the company during overtime hours, and do not participate in training, consultation or information sharing activities if such activities are offered to the employee shall be paid at the base rate for the time so engaged.

Should a portion of Cleary Bros' projects be affected by inclement weather, all employees not affected shall continue working regardless of the fact that some employees may be transferred to non-production activities.

e) Resumption of Work after Inclement Weather

Where it is agreed between the Cleary Bros' site representative and the employee representative that conditions are no longer inclement, production work will resume as soon as possible.





Clause 7 Safety Health & Welfare

a) Safety Legislation

The Occupational Health and Safety Act 1983, its regulations and associated safety legislation as well as the Cleary Bros OH & S Policy and Procedures and Work Instructions as detailed in the quality system documentation shall apply to all persons on Cleary Bros' sites.

b) Inductions

All employees at the commencement of their first working day shall attend an induction on workplace safety procedures and Cleary Bros policies.

The induction shall be presented by a Cleary Bros representative at a central location appropriate to the site.

No employee will be allowed to commence work on site until they have attended the Cleary Bros induction.

Employees transferring from other sites will undergo site specific inductions prior to commencement on the work site if its constraints are substantially different from their previous workplace.

c) First Aid

In the interest of safety, Cleary Bros will establish as a reasonable target fifteen percent of all site personnel to hold current first aid certificate evenly distributed throughout the work face on the Cleary Bros Projects, such that a qualified employee will be on each site where possible. Cleary Bros will pay selected employees the cost of an agreed First Aid course if carried out in their own time.

d) Cleary Bros Safety Supervisor

Cleary Bros regard safety and OH & S law as every employee's responsibility and expects a contribution from all employees to this task. Divisional Managers, Project Managers and Foremen will coordinate safety across Cleary Bros in accordance with the Cleary Bros Quality Assurance System, and also act as safety supervisors.