

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/280

**TITLE: Transfield Pty Ltd Mittagong Regional Sewerage Scheme -
Enterprise Agreement 2000**

I.R.C. NO: 2000/2325

DATE APPROVED/COMMENCEMENT: 21 June 2000

TERM: Project: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged to perform construction work on the Mittagong Regional Sewerage Scheme NSW

PARTIES: Construction, Forestry, Mining and Energy Union (New South Wales Branch) -&- The Australian Workers' Union, New South Wales, Transfield Pty Ltd

TRANSFIELD PTY LTD

**MITTAGONG REGIONAL
SEWERAGE SCHEME**

ENTERPRISE AGREEMENT

2000



Transfield Pty Ltd

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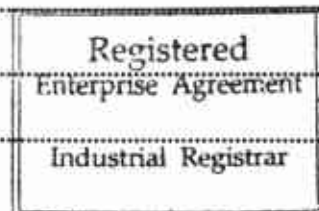
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1. TITLE

This Agreement shall be known as the Transfield Pty Ltd Mittagong Regional Sewerage Scheme - Enterprise Agreement 2000.

2. PERIOD OF OPERATION

This Agreement shall come into operation on and from date of ratification and shall remain in force until practicable completion of the project.

3. OBJECTIVES

The parties to this Agreement agree that it's principal purpose is to regulate the rates of pay and employment conditions to those categories of employees set out in Clause 8 - Rates of Pay and to implement World Best Practice.

This is a process of constantly changing and adapting to new procedures and work methods. World Best Practices are not fixed. At any particular point in time, it is the method of operation to achieve exemplary levels of performance. World Best Practice is not restricted to an examination of cost, but also includes quality and timely completion of work in a safe and efficient manner.

The project's Best Practice Program includes;

- Understanding and measuring client's needs;
- Multi-skilled workforce;
- Flexible workforce, committed to change (working hours, elimination of demarcation etc.)
- Employee involvement;
- Provision of a healthy and safe working environment and work practices;
- The achievement of excellence through continuous improvement.

4. RELATIONSHIP TO PARENT AWARDS

This Enterprise Agreement should be read and interpreted wholly in conjunction with the following relevant Awards:

- The National Building and Construction Industry Award
- The General Construction and Maintenance Civil Engineering (State) Award

Provided where the terms of this Enterprise Agreement are inconsistent with the terms of the relevant Award, then the terms of this Enterprise Agreement shall apply to the extent of any inconsistency.

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5. SCOPE

This Agreement shall govern the employment of all Transfield employees engaged to perform construction work on the Mittagong Regional Sewerage Scheme NSW, within classifications of employees set-out in the Clause 8 Rates of Pay.

This Agreement shall not apply to persons engaged off site who:

- perform delivery;
- pickup services;
- perform periodic maintenance duties on on-site equipment, plant or facilities unless for a period of 2 hours or more;

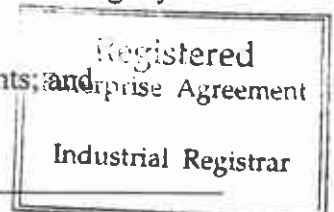
6. PARTIES AND PERSONS BOUND

- Transfield Pty Ltd
- Construction, Forestry, Mining and Energy Union (New South Wales Branch) (CFMEU)
- Australian Workers Union (Port Kembla, South Coast and Southern Highlands Branch) (AWU)

7. CONTRACT OF EMPLOYMENT

It is a term and condition of employment and of the obligations and rights occurring under this Agreement that an employee shall:

- 7.1 to become entitled to payment of the wage prescribed herein, be available, ready and willing to perform such work, including shift work, as the employer shall reasonably require in accordance with the terms and conditions outlined in this Agreement; and
- 7.2 comply with any request of the employer within the requirements of the Project to work reasonable overtime in excess of the ordinary hours at any time during the seven days of the week at the appropriate remuneration prescribed herein; and
- 7.3 recognise the requirement of the employer to have an appropriate mix of classifications and skills during and hours of work; and
- 7.4 properly use all appropriate protective clothing and equipment provided by the employer for specified circumstances; and
- 7.5 use any technology and perform any duties which are within the limits of the employee's skill, competence and training, that can safely and legally be performed.
- 7.6 understand that termination will be based upon job requirements; and



- 7.7 adhere to agreed start and finish times for all work periods; and
- 7.8 accept changed work practices and methods and agreements on such matters that are designed to improve performance on the Project; and
- 7.9 except as hereinafter provided, an employee shall be deemed to be employed by the week, except those specifically engaged as a casual employee.
- 7.10 a casual employee is one that has been engaged and paid as such. A casual employee, for working ordinary time, shall be paid per hour one thirty-eighth of the weekly wage applicable to the skill level of the individual employee concerned, plus twenty percent (20%) provided further that employment beyond the expiration of 2 weeks shall be deemed to be weekly employment;
- 7.11 employment for other than a casual employee, will be on the basis of an initial two weeks probationary period during which time either party may notify its intention to withdraw from the contract of employment.
- 7.12 except in the case of a casual employee one week's notice of termination of employment shall be given on either side or one week's pay shall be paid or forfeited. Nothing in this clause shall affect the right of the company to dismiss an employee without notice for serious and willful misconduct or refusing duty.
- 7.13 termination of employment by the company shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include termination with or without notice.
- 7.14 provided, that this shall not affect the right of the company to deduct payment for any day the employee cannot be usefully employed because of any strike by employees or any union or through any breakdown of machinery or any stoppage of work by any cause for which the company cannot reasonably be held responsible.
- 7.15 the absence of an employee from work for a continuous period of five (5) working days without the consent of the employer and/or without notification to the employer shall be prima facie evidence that the employee has abandoned employment;
- 7.16 the employer will require a satisfactory pre-employment medical examination by the employers nominated medical practitioner.
- 7.17 prior to the commencement on site, all prospective employees shall be required to attend a project specific NSW WorkCover accredited induction program. The induction shall include information on the following:
- ❖ Scope, purpose and anticipated duration of the Project;
 - ❖ Familiarisation with, and adherence to, the terms of employment contained within this Agreement;
 - ❖ Adherence to project and employer safety standards;
 - ❖ The application of the Disputes / Grievance procedures.





8. RATES OF PAY

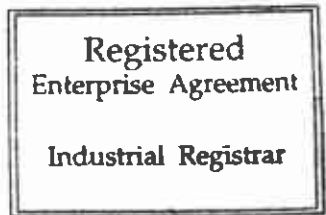
This clause sets out the rates of pay and allowances for work performed on the Project:

1. **MRSS Employees - Category 1**
 All Tradespersons
 Crane Operator with lifting capacity of between 41 – 65 tonne.
 Plant Operator (NSW) Group F

2. **MRSS Employee – Category 2**
 Crane Operator with lifting capacity of between 30 - 41 tonne.
 Plant Operator (NSW) Group E

3. **MRSS Employee – Category 3**
 Plant Operator (NSW) Group D
 Crane Operator with lifting capacity up to 30 tonne.
 Dogman
 Trades Assistant
 Scaffolder (certified)
 Steel Fixer
 Concrete Finisher
 Storeperson
 Pipelayer
 Manhole builder

4. **MRSS Employee – Category 4**
 Plant Operator (NSW) Group C
 Labourers
 Concrete Placer



Rates

Category	From Commencement of Project	From 1 Oct 2000	From 1 Apr 2001	From 1 Oct 2001
1	<u>\$657.47 pw</u>	<u>+2.5%</u>	<u>+2.5%</u>	<u>+2.5%</u>
2	<u>\$635.27 pw</u>	<u>+2.5%</u>	<u>+2.5%</u>	<u>+2.5%</u>
3	<u>\$609.95 pw</u>	<u>+2.5%</u>	<u>+2.5%</u>	<u>+2.5%</u>
4	<u>\$584.35 pw</u>	<u>+2.5%</u>	<u>+2.5%</u>	<u>+2.5%</u>

Apprentices

Apprentices employed on the project will receive the following percentage of Category 2 all purpose rate plus the appropriate tool allowance engaged on the project



1st year	42%
2nd year	55%
3rd year	75%
4th year	88%

Additional Allowances

In addition to the wage rates specified above, the following allowances shall be paid.

1. *Leading Hand Allowances*

In-charge of 1 employee	\$0.30 cents p/hr
In-charge of 2-5 employees	\$0.67 cents p/hr
In-charge of 6-10 employees	\$0.86 cents p/hr
In charge of more than 10 employees	\$1.14 cents p/hr

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2. *First Aid Allowance*

An employee, who holds a current first aid certificate and is appointed to carry out First Aid, shall be paid an additional \$1.70 per day.

3. *Fares*

A fares allowance of \$20.00 per day shall be paid to an employee working under this Agreement for each day so worked and pro rata amount for apprentices. This allowance shall be in substitution of the relevant parent Agreement provisions.

4. *Crane Operator Allowance*

A crane operator employed on a crane in excess of 65 tonnes will be paid an additional amount of \$2.00 per week for each additional 5 tonnes in weight.

5. *Productivity Allowance*

A flat rate allowance of \$1.00 phr shall be paid to cover productivity measures that will arise from those measures contained within this agreement and shall be in lieu of disability allowances prescribed in the parent award/s.

9. NO EXTRA CLAIMS

It is a term of this Agreement that the unions will not pursue, any extra claims, with respect to this Project for the life of this Agreement.

10. HOURS OF WORK

10.1 The ordinary hours of work shall be an average 38 per week - 8 hours per day - to be worked Monday to Friday between the hours of 6.00am and 6.00pm. The normal hours of work within this spread of hours shall be as determined by the Company in consultation with employees affected to meet program requirements.

The ordinary hours of work, once established, may be varied by agreement between the Company and the majority of employees concerned or in the absence of agreement, by the giving of one week's written notice by the Company to the employees concerned.

10.2 Implementation of a 38 Hour Week

The implementation of a 38 hour week providing maximum flexibility relevant to the working requirements may be either:

- ❖ Banking of RDOs
- ❖ One (1) RDO per cycle
- ❖ A combination of the above

At each work location, an assessment will be made as to which method of implementation best suits the program requirements and such proposal shall be discussed with the employees concerned; the objective being to reach agreement on the method of implementation. Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups of employees or sections of the Project.

10.3 Notice of Days Off

Employees entitled to a day off during their work cycle will be advised of their rostered day off at least four (4) weeks in advance of the work day they are taking off. A shorter period of notice may be agreed to by the Company and the employees directly affected.

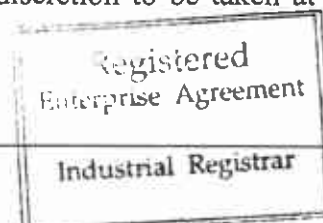
10.4 Substitute Days

The Company, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off for another day in the case of a break down in machinery or a failure or shortage of electric power or some other emergency situation. Employees required to work on their RDO will be afforded eight hours work or paid for an eight hour day.

An individual employee, with this Agreement of the Company, may substitute the day the employee is to take off for another day.

10.5 Flexibility - Rostered Days Off

Due to the special nature of this project employees may accrue a maximum of five (5) RDOs at the Project Manager's discretion to be taken at a mutually agreed time.



10.6 Meal Break

There shall be a cessation of work of not less than thirty (30) minutes duration between 12.00 noon and 2.00pm for day workers to take an unpaid Meal Break.

11. SHIFT WORK

11.1 Shift Work Definitions

For the purposes of this Agreement:

- ❖ "Afternoon Shift" means any shift finishing at or after 9.00pm and at or before 11.00pm.
- ❖ "Continuous Work" means work carried on with consecutive shifts of persons throughout the 24 hours of each at least six consecutive days without interruption except during breakdowns or meal breaks or due to circumstances beyond the control of the Company.
- ❖ "Night Shift" means any shift finishing at or after 11.00pm and at or before 7.00am.
- ❖ "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours' notice.

11.2 Shift Roster

The hours of work of weekly employees on shift work shall be an average of 38 per week.

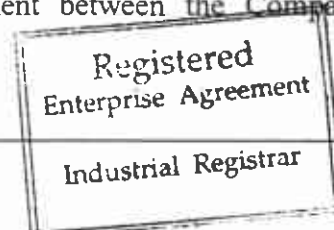
Shifts shall be worked according to a roster which shall:

- ❖ Provide for rotation of shifts or employees if requested;
- ❖ Provide for not more than eight (8) shifts to be worked in any nine (9) consecutive days;
- ❖ Specify the commencing and finishing time of each shift.

Five (5) day shift work shall provide for the working of shifts over five (5) consecutive days, Monday to Friday, inclusive.

Day workers may be transferred to shift work by seven (7) days' notice given by the Company to the employee or in cases where sudden or unforeseen circumstances make the change necessary, by 24 hours' notice.

Any of the shift provisions prescribed in this clause may be varied as to all or a section of the employees by agreement between the Company and the employees directly affected.



Any disagreement that may arise with respect to the shift rosters shall be discussed initially in accordance with the Settlement of Disputes Procedures Clause of this Agreement.

11.3 Ordinary Hours

The ordinary hours of work for shift workers shall not exceed an average of 38 per week over a shift roster.

A shift shall consist of not more than eight consecutive hours inclusive of a crib time of Thirty (30) minutes which shall be counted as time worked.

11.4 Overtime

All time worked by a shift worker in excess of or outside the ordinary hours shall be paid for at double time. A shift other than a rostered shift, shall be paid for at overtime penalty rates. Provided that this shall not apply when the overtime is worked by arrangement between the employees themselves or for the purpose of effecting the customary rotation of shifts.

11.5 Shift Allowances

Shift workers, whilst on afternoon and night shift - other than on a Saturday, Sunday or Public Holiday - shall be paid for such shift 50% more than their ordinary rate.

No shift allowance is paid for ordinary day work or for "day shift".

Double counting shall not apply, i.e. shift loadings do not apply in addition to penalty provisions such as overtime, etc.

11.6 Saturdays

Employees working on shifts between midnight on Friday and midnight on Saturday shall be paid for such shift at 50% more than the ordinary rate.

11.7 Sundays and Public Holidays

Where shifts commence between 11.00pm and midnight on Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday shall be regarded as time worked on such Sunday or holiday. Where shifts fall partly on a Sunday or a holiday, that shift, the major portion of which falls on a Sunday or holiday shall be regarded as the Sunday or holiday shift.

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Employees working on a rostered shift on a Sunday shall be paid for such shift at double the ordinary rate, and for such shifts on a Public Holiday at two and a half times the ordinary rate.

11.8 Unforeseen Additional Workloads/Emergencies

In the event that unforeseen additional workloads are required, the Company may, after consultation with employees engaged in the section of the workplace, vary shifts and shift starting time by the giving of 24 hours' notice; provided always that employees agreeing to work or change shift starting time do so voluntarily.

11.9 Meal Break

A meal break of twenty (20) minutes to be counted as paid time shall be allowed no later than five (5) hours after the commencement of each shift to allow shift workers to take a meal break.

12. REST PERIODS AND CRIB TIME

There shall be allowed, without deduction of pay, a rest period of 20 minutes between 9.00am and 11.00am Monday to Friday.

When an employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, they shall be allowed to take, without deduction of pay, crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, they shall be allowed to take also, without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, they shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

For the purposes of this sub-clause "usual ceasing time" is at the end of ordinary working hours inclusive of time worked for accrual purposes as prescribed in Clause 10.

Where shift work comprises three continuous and consecutive shifts of eight hours each per day inclusive of time worked for accrual purposes as prescribed in Clause 10 a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this Agreement.



13. OVERTIME

All time beyond the ordinary time of work inclusive of time worked for accrual purposes, shall be paid for at the rate of one and a half times ordinary rates for the first two hours thereof and at double time thereafter.

An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at the appropriate rates for each time they are so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.

This sub-clause shall not apply in cases where it is customary for an employee to return to the company's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

If the Company requires an employee to work during the meal breaks prescribed by Clauses 10 and 11 of this Agreement such employee shall be allowed whatever time is necessary to make up the prescribed meal break, and the employee shall be paid at the rate of double time for the period so worked until a meal break is taken.

No apprentice under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance from technical school, as required by any statute, Agreement or regulation applicable to them.

An employee who works so much overtime:

- (a) Between the termination of their ordinary work day or shift, and the commencement of their ordinary work in the next day or shift that they have at least ten consecutive hours off duty between these times; or on Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the 24 hours preceding their ordinary commencing time on their next ordinary day or shift, shall, subject to this sub-clause be released after completion of such overtime until they have had ten hours off duty without loss of pay for ordinary working time occurring during such absence;
- (b) If on the instructions of their supervisor, such an employee resumes or continues to work without having had such ten consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) The provisions of this sub-clause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (d) The company may require an employee to work reasonable overtime.
- (e) All work performed on any of the holidays prescribed in the clause Public Holidays and Holiday Work, or substituted in lieu thereof, shall be paid for at the rate of double time and a half.
- (f) An employee required to work on a holiday shall be afforded at least four hours work or paid four hours at the appropriate rate.

14. WEEKEND WORK

Overtime work on Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12.00 noon on Saturday shall be paid for at the rate of double time.

Provided that all work performed on the Saturday following Good Friday shall be paid for at the rate of double time and a half.

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

An employee required to work overtime on a Saturday or to work on a Sunday shall be afforded at least four hours work on a Saturday or four hours work on a Sunday or shall be paid for four hours on a Saturday or four hours on a Sunday at the appropriate rate.

Provided that an employee required to work on the Saturday following Good Friday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

An employee working overtime on Saturday or Sunday shall be allowed a rest period of ten minutes between 9.00am and 11.00am. This rest period to be paid for as through worked.

An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangement being made

for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.

In the event of an employee being required to work in excess of a further four hours, they shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

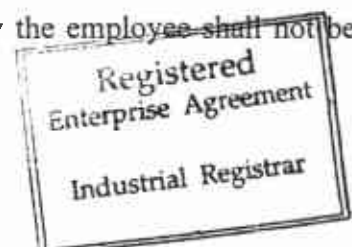
15. PUBLIC HOLIDAYS AND HOLIDAY WORK

An employee, other than a casual employee shall be entitled to the following holidays without deduction of pay. Provided that if any other day be by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed, then such day shall be deemed to be a holiday for the purposes of this Agreement.

New Year's Day, Australia Day, Good Friday, Easter Saturday, if worked, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day, or such other day as is generally observed in a locality as a substitute for any of the said days respectively, in addition the first Monday in December will be recognised as Union Picnic Day.

Provided that:

- 15.1 If the Company terminates the employment of an employee except for reasons of misconduct or incompetence (proof of which shall lie upon the Company) it shall pay the employee a day's ordinary wages for each holiday prescribed, or each holiday in a group which falls within 10 consecutive calendar days after the day of termination.
- 15.2 Where any two or more of the holidays prescribed in this Agreement occur within a 7 day span, such holidays shall for the purpose of this clause be a group of holidays. If the first day of the group of holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days.
- 15.3 Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.
- 15.4 The employee has worked the working day immediately before and the working day immediately after such a holiday or is absent with permission of the company or is absent with reasonable cause.
- 15.5 Absence arising by termination of employment by ~~the employee shall not be~~ reasonable cause.



16. MEAL ALLOWANCE

An employee required to work overtime for at least one and one half hours after working ordinary hours inclusive of time worked for accrual purposes shall be paid an amount of \$8.00 to meet the cost of a meal.

Provided that this clause shall not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job allowance and is provided with a suitable meal.

An employee, shall be entitled to be paid \$8.00 for each meal after the completion of each four hours from the commencement of overtime.

17. ANNUAL LEAVE

The Annual Holidays Act of NSW shall apply.

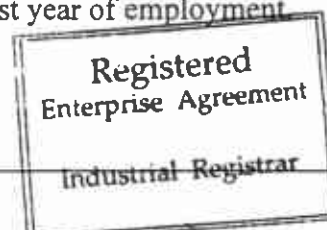
17.1 Annual leave loading

In addition to the payment prescribed in this sub-clause an employee shall receive during a period of annual leave a loading of 17.5% calculated on the weekly rates of pay only as prescribed by Clause 8 and the leading hand rates if applicable (no other allowances are applicable) . If shift loadings would have provided a greater amount than the 17½% loading, shift workers will receive the higher percentage. The loading prescribed above shall also apply to proportionate leave on lawful termination.

18. SICK LEAVE

An employee other than a casual employee who is absent from work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

- They shall endeavor within 2 hours of the commencement of such absence to inform the company of their inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of their absence.
- They shall prove to the satisfaction of the company that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- An employee during their first year of employment with the company 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 their first year of employment.



Provided that an employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of their second and each subsequent year, which, shall commence on the anniversary of engagement.

In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year they have already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless they produce to the Company a certificate of a duly qualified medical practitioner certifying that the employee was unable to attend for duty on account of personal illness or injury.

Sick leave shall accumulate from year to year so that any balance which in any year has not been allowed to an employee as paid sick leave, may be claimed by the employee and subject to the conditions herein prescribed shall be allowed in a subsequent year, without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of ten years but for no longer from the end of the year which it accrues.

If an employee is terminated and is re-engaged within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

19. BEREAVEMENT LEAVE

An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, mother-in-law, father-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation, (or where made necessary because of travel arrangements, the day after the funeral) and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work.

Proof of such death shall be furnished by the employee to the satisfaction of the company.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

Provided further that, with the consent of the company which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid

bereavement leave, be entitled to reasonable unpaid leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies.

20. JURY SERVICE

An employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had he not been on jury service.

An employee shall notify the company as soon as practicable of the date upon which they are required to attend for jury service, and shall provide the Company with proof of this attendance, the duration of such attendance and the amount received in respect thereof.

21. TIME RECORDS

The company shall keep a record from which can be readily ascertained the following:

- the name of each employee and their classification;
- the hours worked each day;
- the gross amount of wages and allowances paid;
- the amount of each deduction made and the nature thereof;
- the net amount of wages and allowances paid;
- the company workers' compensation policy or other satisfactory proof of insurance such as a renewal certificate;
- any relevant records with taxation deductions and remittances to the Australian Taxation Office, including those payments made as PAYE tax, whether under a group employer's scheme or not;
- a certificate or other documentation from the State Long Serve Leave Board or authority which will confirm the company's registration and the issue of certificates of service.
- the company's and employee's Building Union Superannuation Scheme or agreed other occupational superannuation number and the contribution returns by the employer.
- ACIRT records.
- Fares & travel payments.
- Overtime payments.



All records and documentation referred to shall be available for inspection by a duly accredited official of an organisation bound by this Agreement during the usual office hours at the company's office or other convenient place.

22. PAYMENT OF WAGES

22.1 Payday and methods

All wages, allowances and other monies due shall be paid into the employee's bank account by EFT. Provided such payments shall be paid not later than the cessation of ordinary hours of work on Thursday of each working week.

Provided that in any week in which a holiday falls on Friday wages accrued shall be paid on the previous Wednesday and provided further that when a holiday occurs on any Thursday wages accrued may be paid on the following Friday. Nothing shall prevent any alternative mutual arrangement between an employer and an employee.

22.2 Pay packet details

Particulars of details of payments to each employee shall be included on the envelope including the payment, or in a statement handed to the employee at the time payment is made and shall contain the following information:

- (i) Date of payment;
- (ii) Period covered by such payment;
- (iii) The amount of wages paid for work at ordinary rates;
- (iv) The number of hours paid at overtime rates and the amount paid thereof;
- (v) The amount of allowances or special rates paid and the nature thereof;
- (vi) The gross amount of wages and allowances paid;
- (vii) The amount of each deduction made and the nature thereof;
- (viii) The net amount of wages and allowances paid;
- (ix) Any annual holiday payments;
- (x) Any banked R.D.O entitlement.
- (x) ACIRT Contributions;
- (xi) Fares & travel



22.3 Payment on termination

When notice is given of termination, all monies due to the employee shall be paid at the time of termination.



Where this is not practicable the employer shall have two working days to send monies due by registered post.

23. DEFINITIONS

"Mittagong Regional Sewerage Scheme" means the construction of the Mittagong Regional Sewerage Scheme at Mittagong NSW.

"Certified Agreement" means Transfield Pty Ltd Mittagong Regional Sewerage Scheme - Enterprise Agreement 2000.

"Ordinary Hours" means 38 hours per week as varied, pursuant to Clause 10 Hours of Work.

"Shift Employee" means an employee who works all or part of the normal work pattern outside day work hours.

"Shift Work" means roster periods of ordinary time work which may be fixed or alternating.

"Shift Allowance" is the percentage paid in addition to the ordinary hourly rate to shift work. This percentage is not payable on overtime hours.

23.1 Penalty rates

- (i) "Ordinary time" means rates as calculated in accordance with the clause Rates of Pay.
- (ii) "Time and a half" means ordinary time plus 50%.
- (iii) "Double time" means ordinary time plus 100%.
- (iv) "Double time and a half" means ordinary time plus 150%.

24. REDUNDANCY

The Company shall make a contribution of \$56.00 per week on behalf of each employee excluding apprentices into an agreed Industry Redundancy Fund. This is in lieu of any other redundancy entitlements.

25. UNION DELEGATE

An employee appointed as a union delegate shall, upon notification by the union to the company be recognised as the accredited representative of the union to which they belong and shall be allowed all necessary time during working hours to submit to the company matters affecting the employees they represent and further shall be allowed reasonable time during working hours to attend to job matters affecting their union. A union delegate shall notify the Company's representative and their union prior to the calling of any stop work meeting so that the procedures laid down in the Clause 28 Settlement of Disputes, may be observed.

Registered
Enterprise Agreement
Industrial Registrar

26. POSTING OF AGREEMENT

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

27. INCLEMENT WEATHER

"Inclement Weather" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperature or the like), by the virtue of which it is either unsafe and/or unreasonable for employees to continue working when exposed to this weather.

In all cases, where emergency or critical work is necessary in these conditions, consideration will be given to ensuring that a safe workplace is provided and safe systems of work are employed.

During periods of rain, consultation will be held between the parties concerned with a view of reaching agreement, so as to enable work to continue in areas unaffected by rain or other inclement weather. On reaching agreement, steps will be taken to ensure that work can continue in a safe and secure manner.

It is the intent of this Clause that the parties approach the issue of inclement weather in a positive manner to minimise the effects of inclement weather and reduce to a minimum non productive time utilising, where practical, the opportunity for training.

Time spent during periods of inclement weather can be utilised for the purpose of relevant agreed training. The training plan for periods of inclement weather will be implemented by site management. The training will be delivered by suitably experienced and qualified people.

If, during the delivery of such training, the period of inclement weather should cease, the training will proceed until the module, course or program has been completed, before the workers attending the training return to specific production tasks.

It is the intention of the parties to not unreasonably withhold agreement to leave the site during times of inclement weather providing the abovementioned provisions have been complied with.

28. SETTLEMENT OF DISPUTES/GRIEVANCE PROCEDURE

In the event of any dispute or grievance arising between the company and employees any such dispute or grievance shall be dealt with in the following manner:

- In the first instance the dispute or grievance shall be taken up with the foreman or supervisor by the employee or employees concerned or the duly appointed union representative.

- If the dispute or grievance is not satisfactorily resolved in accordance with the above then the duly appointed union representative shall approach the company for discussion and/or negotiation.
- Should the dispute or grievance not be settled by the procedures outlined above then the duly appointed union representative shall inform the secretary or the Union Official authorised by the Union of the matter in dispute and discussions shall take place as soon as possible between representatives of the company and the employees to resolve the issue.
- The Labor Council of New South Wales is a party to this Settlement of Disputes / Grievance Procedure.
- If settlement cannot be reached through the above procedures then either the company or representative of the union(s) may refer the matter to the NSW Industrial Relations Commission which shall endeavor to resolve the issue between the parties.
- While the above steps are being carried out, the parties shall ensure that work continues normally.

29. SUPERANNUATION

The company shall make superannuation contributions of \$65.00 per week or the Superannuation Guarantee Act whichever is the greater to the C+BUS Industry Superannuation Fund or other agreed funds on behalf of their employees, in accordance with the requirements of the Trust Deed, whilst they are engaged on the project.

30. INSURANCE

A 24 hour Accident Protection and Top-up Workers Compensation Insurance Scheme will be provided for all employees via CTAS.

31. LONG SERVICE LEAVE

Employees shall be registered or apply for registration in accordance with the Building and Construction Industry Long Service Leave Payments Act 1986.

32. PROTECTIVE CLOTHING

All employees shall be issued with safety footwear and protective clothing under the following terms:

- All employees must wear the footwear and clothing (as supplied) at all times.
- It is the responsibility of employees to clean and maintain same in a neat and tidy condition.
- Clothing issued may be identified by a Company name or logo.

- No agreement will be entered into to pay cash in lieu or for an employee to purchase their own protective clothing and seek reimbursement.

Protective Clothing and Safety Footwear Issue

Newly Engaged Permanent Employees after 152 hours employment on site.

- One pair of safety shoes shall be supplied upon commencement of employment and shall be replaced on a fair wear and tear basis thereafter.
- Two sets of protective clothing shall be supplied annually as defined hereunder or on a fair wear and tear basis:

Two pairs of Combination Overalls;
or
Two pairs of Long Trousers;
plus
Two pairs of Long Sleeve Shirts.



A bluey jacket will be issued to employees between 1st May and 30 September, subject to completion of one months service. Such bluey jacket will be replaced on a fair wear and tear basis.

Existing Employees

All existing employees shall receive protective clothing in accordance with the above. However, each employee will not be entitled to receive any further issues until the expiry of one (1) calendar year from the date of the original issue (prior to the making of this Agreement).

NB: This shall not place an obligation upon the Company to issue new clothing by the making of this Agreement.

33. DEMARCATION

It is recognised by all parties to this Agreement that potential demarcation disputes should be swiftly resolved, without disruption to work. It is therefore agreed that demarcation disputes shall be resolved as follows:

- Where potential demarcation problems are evident, the relevant Union(s) and the Labor Council of New South Wales shall be advised. The Labor Council of New South Wales, when so advised, will arrange for discussions to take place within the Trade Union Movement to resolve the matter expeditiously.
- The Union(s) may, where a pre-existing demarcation agreement is current, elect to apply such agreement to a dispute area or incident, subject to the

matter being a disputed issue of comparison to that which the pre-existing agreement could reasonable apply.

- If the demarcation issue cannot be resolved between the Union(s) then, within the context of this Agreement, the parties have the option of having the matter determined by Industrial Relations Commission of New South Wales. Provided always that any decision remains applicable to the Project so long as it is covered by this Agreement. Such decision will lapse and become void at the end of the Project and/or the cessation of this Agreement.
- Whilst the demarcation procedure is being followed, all works are to continue as normal without industrial disruption.

All parties agree that the outcome of any matter dealt with by the terms of this clause shall not be used as a precedent, reference, example or exhibit in any way whatsoever in matters arising from this or any work location.

Nothing in this clause shall be read by any party to mean that an employer or a union has abrogated their rights in relation to the settlement of any demarcation dispute in so fare as any other description or method of work, site, location, Agreement (Certified or otherwise) or Agreement (State or Federal) may be concerned.

34. RIGHT OF ENTRY

The Secretary or any other duly accredited representative of the Union will have the right to enter any place or any premises where employees are employed at any time during normal working hours or when overtime is being worked, for the purpose of interviewing employees, checking on wage rates, Consent Agreement breaches or safety conditions or regulations so long as they do not unduly interfere with the work being performed by any employee during working time, and provided that they present themselves with their authority as prescribed by this Agreement, to a representative of management prior to pursuing their union duties.

A representative of the Union must be duly accredited representative if they are the holder for the time being of a certificate signed by the Secretary of the organisation and bearing the seal of that organisation in the following form, or in a form not materially differing therefrom:

(Name of Organisation)

This is to certify that is a duly accredited representative of the abovenamed organisation for all purposes of this Agreement made under the New South Wales Industrial Relations Act 1996.

(Seal) Secretary
Specimen signature of Holder:
(Strictly not transferable)



35. ENTERPRISE AGREEMENT NOT TO BE USED AS A PRECEDENT

The parties to this Agreement agree that having regard to the special circumstances existing and associated with the construction of this Project, the contents herein will not be used as a precedent.

36. LIVING AWAY FROM HOME ALLOWANCE

- (a) For the purposes of this clause a “distant construction site” is one where the location of the “on-site construction work” (as defined) is such that because of its distance or because of the traveling facilities available to and from the location it is reasonably necessary for an employee to live and sleep at some place other than his usual place of residence.
- (b) When an employee is sent – other than at his own request – to work at a “distant construction site” as defined in sub clause (a) hereof the employer may elect to:
- Provide the employee with reasonable board and lodging in a well kept establishment with three adequate meals each day; or
 - Pay the employee an allowance of \$289.70 per week of seven days but such allowance shall not be wages. In the case of broken parts of the week occurring the allowance shall be \$41.40 per day. Provided that the foregoing allowance shall be increased if the employee satisfies the employer that he reasonably incurred a greater outlay than that prescribed. In the event of disagreement the matter may be referred to a Board of Reference for determination;
 - Provided that where an employee is directed to work at a distant construction site where reasonable board and lodging is not available or the size of the workforce is in excess of the available accommodation, suitable alternative accommodation shall be arranged;
 - Where reasonable board and lodging is not available on distant construction sites and camp accommodation is provided by the employer, an allowance of \$3.90 per day shall be paid to an employee for each day worked and for week ends and/or public holidays not worked providing the employee was available for work on a working day before and after such week ends and/or public holidays. This allowance shall not apply where the employer provides free messing.

37. SUBCONTRACTING OF WORKS/OUTSOURCING

The company may require additional resources to meet increased workload so as to fulfill its contractual requirements for this project. In such circumstances the



company shall exercise its discretion to engage one or more sub contractors in a particular trade, discipline or package of work.

All in payments, cash in hand payments, pyramid sub-contracting, or schemes to avoid Award or statutory obligations, including inappropriately treating individual employees as Sub Contractors is forbidden on the project.

There shall also be no abuse in the utilisation of labour sourced from body hire companies from time to time.

38. NSW GOVERNMENT CONSTRUCTION INDUSTRY CODES OF PRACTICE

The Company shall, pursuant to its rights and obligations as set out in:

- a) Codes of Practice;
- b) Code of Tendering;
- c) Implementation Guidelines,

encourage the use and making of enterprise agreements as well as the drafting and implementation of sound Industrial Relations management plans with all of their sub-contractors.



39. SIGNATORIES

Transfield Pty Ltd

John White
Bell

Signature

Witness

Dated this 24th day of May 2000.

Construction, Forestry, Mining and Energy Union (New South Wales Branch)

Alvin
Blo

Signature

Witness

Dated this 17th day of MAY 2000.

Australian Workers Union (Port Kembla, South Coast and Southern Highlands Branch)

Richard
A. Kelly

Signature

Witness

Dated this 17th day of May 2000.

