

# ENTERPRISE AGREEMENT

NO. EA 98/207  
.....

DATE REGISTERED 23.7.98  
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PRICE \$ 92  
.....

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/207

TITLE: The Northside Storage Tunnel Alliance Project- Enterprise Bargaining Agreement 1998-2000

I.R.C. NO: 98/3757

DATE APPROVED/COMMENCEMENT: 23 July 1998

TERM: Duration of project (approximately 24 months)

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 47

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** All employees engaged in constructing the Northside Storage Tunnel Project covered by the General Construction and Maintenance, Civil and Mechanical Engineering, &c, (State) Award and other awards.

**PARTIES:** Transfield Pty Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; Construction, Forestry, Mining and Energy Union (New South Wales Branch); Electrical Trades Union of Australia, New South Wales Branch; The Australian Workers' Union, New South Wales; The New South Wales Plumbers and Gasfitters Employees' Union; Transport Workers' Union of Australia, New South Wales Branch; Labor Council of New South Wales



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**NORTHSIDE STORAGE**

**TUNNEL ALLIANCE PROJECT**

**ENTERPRISE BARGAINING**

**AGREEMENT**

**1998-2000**



Transfield Pty Ltd A.C.N. 000 854 688

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**1. TITLE**

This Enterprise Agreement shall be known as **THE NORTHSIDE STORAGE TUNNEL ALLIANCE PROJECT - ENTERPRISE BARGAINING AGREEMENT 1998 - 2000.**



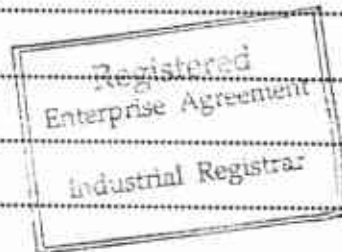
**2. ARRANGEMENT**

Clause	Page No.
1. TITLE .....	1
2. ARRANGEMENT .....	1
3. PRINCIPLES, SCOPE, AND APPLICATION OF AGREEMENT .....	3
4. PERIOD OF OPERATION .....	4
5. SINGLE BARGAINING UNIT .....	5
6. NATIONAL STANDARDS .....	5
7. PARTIES BOUND .....	5
8. NO EXTRA CLAIMS .....	6
9. SUBCONTRACTING OF WORKS .....	6
10. OBJECTIVES OF AGREEMENT .....	6
11. COMMITMENTS .....	7
12. INDUCTION .....	7
13. OCCUPATIONAL HEALTH AND SAFETY .....	8
14. DISPUTE SETTLEMENT PROCEDURE .....	8
15. DEMARCATION .....	9
16. PROJECT CONSULTATION .....	10
17. HOURS OF WORK .....	11
18. SHIFT WORK .....	13
19. CONTRACT OF EMPLOYMENT .....	15



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20.	WAGE RATES AND ALLOWANCES – INCLUSIVE.....	16
21.	PAYMENT OF WAGES .....	20
22.	PRODUCTIVITY SHARE SCHEME.....	20
23.	REDUNDANCY .....	21
24.	SUPERANNUATION .....	21
25.	TUNNEL WORK.....	21
26.	ANCILLARY INSURANCE.....	21
27.	FARES .....	21
28.	PROTECTIVE CLOTHING .....	22
29.	TRAINING .....	22
30.	TRANSIENT TRANSPORT WORKERS .....	23
31.	SIGNATORIES.....	24
	SCHEDULE A – Further Increases.....	26
	SCHEDULE B - Definitions.....	27
	SCHEDULE C- Awards.....	29
	SCHEDULE D - OHS&Rehabilitation Plan.....	30



### 3. PRINCIPLES, SCOPE, AND APPLICATION OF AGREEMENT

The intent of this Agreement is to provide a project based enterprise agreement that complies with the New South Wales Government's Code of Practice for the Construction Industry and the legal and contractual requirements of Transfield Pty Ltd and its alliance partners.

This Agreement recognises existing Enterprise Agreements between employers and their employees. It also recognises that some employers may not have entered into Enterprise Agreements with their employees at the time of commencement of work on the project.

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#### 3.1 Project Principles

To create a winning position for all involved parties and to produce exceptional results. The Project Alliance Participants commit to behaving in a manner consistent with the following principles:

- Act in a way that is best for the project;
- Build a champion team which is integrated across all disciplines and organisations;
- Commit to a no-blame culture;
- Use breakthroughs to achieve exceptional results in all project objectives;
- Commit corporately and individually to openness, integrity, trust, co operation, mutual support and respect, flexibility, honesty and loyalty to the project;
- Outstanding results provide outstanding rewards;
- Spread the alliance culture to all stakeholders;

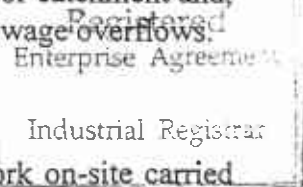
#### 3.2 Scope of Work:-

To construct a wet weather storage tunnel that will intercept sewerage overflows at Lane Cove, Scotts Creek, Tunks Park and Quakers Hat Bay. The main storage tunnel will be about 16 km long and 6 mtr in diameter. It will run from Sydney Water Corporation land near Thorn Street Hunters Hill, on the western bank of Lane Cove River, to North Head Sewerage Treatment Plant.



A smaller branch tunnel, approximately 3.5 km long and 4 mtr in diameter, will run from the northern side of Scotts Creek, joining the main tunnel under Tunks Park. Several shafts will connect the tunnel to the surface. There will be drop shafts (to transfer overflows to the tunnel) and access / ventilation shafts on the eastern side of the Lane Cove River and at Scotts Creek, Tunks Park and Quakers Bay. There will also be an access / ventilation shaft on the western side of the Lane Cove River and at North Head. Ventilation and odour control facilities will be installed at the top of each shaft.

In short, the primary purpose of the project is to protect public health, improve recreational uses and aquatic ecosystems in the Sydney Harbor catchment and minimise the aesthetic and community amenity impacts of sewage overflows.



### 3.3 Application of Agreement

The terms and conditions of this Agreement shall cover work on-site carried out by employees who are covered by those awards listed in Schedule B and will be observed by all employers, unions, and employees.

Where any term and condition of employment in this Agreement provides greater benefit to an employee than the terms and conditions applying to that employee under any award or agreement, federal or state, then this Agreement shall apply subject to the law.

This agreement shall not apply to work performed by or under the control of Government Departments, Authorities, Corporations or instrumentalities monopoly work. The construction of works incidental to the project by such bodies, their employees, contractors, or subcontractors is specifically excluded from this agreement. This Agreement does not apply to persons entering the project site to deliver, unload or to pick up goods, materials, service equipment or other persons or to barging and transport operations for the removal of spoil

## 4. PERIOD OF OPERATION

This Agreement shall operate from the date of approval by the Industrial Relations Commission of New South Wales until project completion.

## 5. SINGLE BARGAINING UNIT

For the purposes of negotiating and finalising this Agreement, the Unions were fully represented by a single bargaining unit, under the auspices of the Labor Council of New South Wales, consisting of the following unions:-

- The Australian Workers Union, New South Wales;
- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;
- The Construction, Forestry, Mining and Energy Union (Construction and General Division), New South Wales Branch;
- The Electrical Trades Union of Australia New South Wales Branch;
- The New South Wales Plumbers and Gasfitters Employees Union.
- The Transport Workers Union of Australia, New South Wales Branch;

## 6. NATIONAL STANDARDS

This agreement shall not operate as to cause any employee to suffer a reduction in ordinary time earnings or in national standards such as standard hours of work, annual leave or long service leave.

## 7. PARTIES BOUND

The parties bound by this agreement are:-

Transfield Pty Ltd, Sydney Water Corporation, Montgomery Watson and Connell Wagner (hereinafter referred to as "The Alliance") and their subcontractors engaged on this project as described in clause 3.3;

All employees engaged in constructing the Northside Storage Tunnel Project as described in clause 3.2 Scope of Work of this agreement;

**Those registered unions listed below:-**

The Labor Council of New South Wales; and

- The Australian Workers Union, New South Wales;
- The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;
- The Construction, Forestry, Mining and Energy Union (Construction and General Division), New South Wales Branch;
- The Electrical Trades Union of Australia New South Wales Branch;
- The New South Wales Plumbers & Gasfitters Employees Union.
- The Transport Workers Union of Australia, New South Wales Branch;







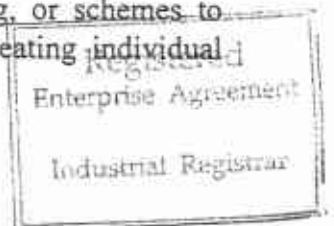
## 8. NO EXTRA CLAIMS

The unions will not make any extra claims in respect of matters covered by this agreement for the duration of the project.

## 9. SUBCONTRACTING OF WORKS

The Alliance may require additional resources to meet increased workload to meet its contractual requirements for this project. In such circumstances the Alliance shall exercise its discretion to engage one or more subcontractors 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.



## 10. OBJECTIVES OF AGREEMENT

The achievement of the core objectives of this agreement, which are articulated below is a fundamental requirement for the successful completion of the project.

**Workforce Safety** - The Agreement objective regarding workforce safety is to be world class in all aspects of the project and is to reflect a positive culture of working safely.

**Schedule** - The Agreement objective regarding scheduling is that of completing the project before the publicly announced date.

**Cost** - The Agreement objective regarding cost is that of completing the project under budget providing exceptional value for money.

**Environment** - The Agreement objective regarding environmental management is that genuine sensitivity and responsiveness is to be shown at all times to the environment with potential problems either designed out or otherwise prevented. Practices and procedures that exceed expectations and are world class are to be used throughout the project. This will be achieved initially by educating the employees via the project induction procedures as well as an ongoing commitment to and involvement of the employees in the project's Environmental Management Plan.

**Community** - The Agreement objective regarding community obligations is that the project is to ensure that all visible components are designed to be aesthetically pleasing, consistent with general style of the area and / or improving the area. Practices and procedures are to be rated as world class with genuine sensitivity and responsiveness to be shown at all times to community members and groups.

## 11. COMMITMENTS

The parties to the Northside Storage Tunnel Project are committed to ensuring that:-

- The terms and conditions of the agreement lead to real gains in overall project productivity and workplace efficiencies, together with improvements to health and safety standards, environmental and community standards;
- The Dispute Avoidance Procedure provided for in this agreement is strictly adhered to; and
- There is a willingness by employees to accept flexibility of jobs and duties, an acceptance of improved work organisation which means flexibility and interchangeability such that every individual employee will perform any task that the employee is competent to perform, provided that such tasks are safe, legal and logical and within the classification structure of their award or enterprise agreement and consistent with the scope of work for the project.
- The parties are able to avoid any action which might disrupt the continuity of production or reduce the effectiveness of the management of the project.
- A culture is fostered that is committed to constructing a facility of the highest quality standard and workmanship.
- Skills assessment and accredited training, relevant to the project, will be provided on this project.

## 12. INDUCTION

### 12.1 Project Specific Induction

Prior to commencement of employment on site, all employees, including subcontractors and their employees, shall attend a project specific induction program given by the respective company induction representative. The program shall include but not be limited to such matters as:

- Scope, purpose and anticipated duration of the project;
- Familiarisation with, and understanding of the commitments and undertakings given by the parties contained within this agreement;
- Advice on legislative, site and employer safety standards and requirements;
- Co-operative objectives regarding goals that the company has for this project;
- Specific reference to the application of the Dispute Settlement Procedures;
- Outline of any house rules, including disciplinary procedures;
- Advise employees of the location of the first aid facility;

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- The terms and conditions of this agreement, a copy of which will be provided during induction training;
- The Agreement's commitment to environmental management, Community obligations, costs, scheduling and OH&S.
- OH & S induction training which will meet the WorkCover Authority standards.

## 12.2 TETA

The parties agree to support the training provided by TETA for casual and permanent transport workers. It is considered more beneficial for transport workers as it covers the requirements of the site induction, OHS & R needs as well as providing accredited industry based training.

## 13. OCCUPATIONAL HEALTH AND SAFETY

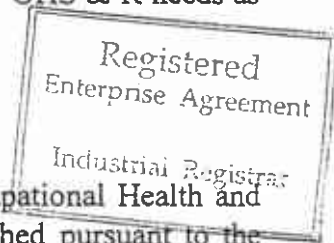
Consistent with the Alliance's obligations under the NSW Occupational Health and Safety legislation, a Project OH&S Committee shall be established pursuant to the relevant provisions of Act. The Occupational Health and Safety Committee shall remain separate and distinct from the Consultative Committee and shall focus its efforts on OH&S matters thereby contributing to the OH&S objectives of the project as detailed in clause 10 of this agreement. Further the Alliance has developed an OHS & Rehabilitation Assurance Plan, and will consult the Project OH&S Committee regarding how the management and delivery of safety for the project will be achieved. The OHS & Rehabilitation Assurance Procedures will cover the processes and requirements for each of the individual work areas and will include procedures for rehabilitation and training.

A copy of the OH&S and Rehabilitation Plan is attached to this Agreement as Schedule D.

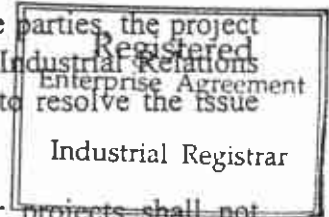
## 14. DISPUTE SETTLEMENT PROCEDURE

A fundamental requirement of this agreement is that this Clause is to be observed in its entirety by all parties to this agreement. On all occasions, any issue, grievance or dispute over any matter between the parties to this agreement shall be settled in accordance with this procedure without resorting to industrial action.

In the event of any grievance or of any major change in employment conditions or agreement terms, or in the event of any dispute between the Alliance and its employee/s, the steps below shall be followed provided always that work shall continue in the normal manner without bans and limitations on the performance of work.



- a. The grievance or dispute shall, in the first instance, be pursued between the employee or employees concerned and the immediate supervisor and if required the relevant union delegate/s.
- b. If the matter is not resolved, then discussion should be conducted with senior management and if appropriate, the accredited delegate of the Union/s concerned and the relevant state union official.
- c. If the matter is still not settled, then a conference shall be held between senior officials of the union/s together with the project manager or his/her nominee.
- d. If the matter cannot be settled by a conference between the parties, the project manager and/or the Union/s may notify a dispute to the Industrial Relations Commission of New South Wales which shall endeavor to resolve the issue between the parties by conciliation and/or arbitration.



It is agreed between the parties, that disputes arising on other projects shall not involve the employees covered by to this agreement

The parties are committed to total adherence to the above procedure. This shall be facilitated in the first instance by the earliest possible advice by one party to the other of any issue or problem, which may give rise to a grievance or dispute.

Reasonable time limits shall be allowed for the completion of the various stages of the discussions, with seven (7) calendar days being allowed for stages a) to d) (inclusive) of the discussions to be finalised.

No party shall be prejudiced simply by the fact that work continued whilst the above process was being followed.

This procedure shall not prevent the project manager or the union/s from making direct representations to one another on any matter giving rise to or likely to give rise to a dispute or grievance.

## 15. 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 should be resolved in the first instance between the unions concerned.

Where the demarcation dispute is unable to be resolved between the unions concerned the matter is to be referred expeditiously to the disputes committee of the Labor Council of New South Wales for determination.

Work is to proceed as normal whilst the matter is determined by the above process.

## 16. PROJECT CONSULTATION

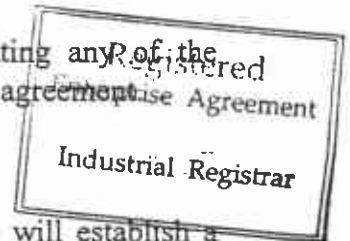
### 16.1 PROJECT MONITORING COMMITTEE

The Parties will establish a Project Monitoring Committee as a further means to ensure optimum employer/employee relations are maintained on the project. The Project Monitoring Committee will consist of equal representation of the Alliance, the Labor Council of New South Wales and Unions.

The Project Monitoring Committee will provide a forum at which the parties can communicate matters concerning the project, review compliance to the Dispute Settlement Procedure and formulate and agree criteria to measure the progress of the project. This will entail a review of the construction progress compared to the projects program, and information gathered within the Quality Assurance Program relating to performance standards set.

All parties attending Monitoring Committee meetings shall co-operate to ensure the intents expressed in this agreement are maintained at all times.

It shall not be used as a means of replacing or substituting any of the provisions of Clause 14 Dispute Settlement Procedure, of this agreement.



### 16.2 Project Consultative Committee

The parties in addition to the above Monitoring Committee will establish a Project Consultative Committee which shall consist of two (2) union officers and two (2) union representatives from the site workforce and elected by the site workforce, and two (2) representatives of management. The committee shall meet as frequently as the committee determines is necessary. It is intended that the members of the committee would be from a cross-section of the workforce. The Project Consultative Committee shall be required to keep minutes of meetings and to provide an agenda for each meeting.

### 16.3 Scope of Tasks of the Consultative Committee

The tasks to be undertaken by the committee shall include, but not be limited to the following:-

- Contribute to the development and flexibility of shift and work rosters;
- Contribute to the development of Best Practice initiatives for the project;
- Create flexible work methods and task redesign to enhance productivity and efficiency;
- Contribute to the Total Quality Management System Development;
- Develop and monitor concepts for productivity and efficiency improvements associated with the contract;
- Develop an open participative and co-operative management approach;

- Promote team based work methods where applicable;
- Assist with communication, participation and training programs, particularly as they relate to safety and skills enhancement.
- Contribute to the achievement of the objectives articulated in clause (10) of this Agreement viz (i) schedule, (ii) Costs, (iii) environmental management, (iv) community obligations, (v) Occupational Health & Safety.

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## 17. HOURS OF WORK

The ordinary hours of work shall be an average of 38 per week worked Monday to Friday between the hours of 6.00 am and 6.00pm. The normal hours of work within this spread of hours shall be as determined by the Alliance in consultation with the Project Consultative Committee and those employees affected to meet program requirements.

### 17.1 Flexible Hours Of Work

To give effect to the commitment by the Alliance to World Best Practice and Productivity Improvement Goal Hours of Work in this Agreement will be structured in a manner designed to achieve continuity of operations without disruption to work flow.

Hours of work may be varied on a section or sections of work by agreement between the Alliance's Project Consultative Committee and the majority of employees engaged in the section or sections concerned or, in the absence of agreement, by the giving of 48 hours written notice by the Alliance to the employees concerned.

The ordinary hours of work prescribed herein shall not exceed ten (10) hours on any one day. Provided that in any arrangement where ordinary work hours are to exceed eight (8) on any day, the arrangement of hours shall be subject to the agreement of the Alliance and the majority of employees of the section or sections concerned.

### 17.2 Implementation of 38 Hour Week

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

- 4 day week;
- One (1) RDO per cycle;
- Banking of RDO's;
- A combination of the above;



At each 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 Project Consultative Committee and the employees concerned; the object 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.

### 17.3 Notice Of Days Off

Other than a 19 day monthly, 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 Alliance and the employees directly affected.

### 17.4 Substitute Days

The Alliance, with the agreement of the majority of employees concerned, may have an employee work on a designated RDO in the case of a breakdown 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 who agrees to work on an RDO will substitute their designated day for another day.

### 17.5 Accrual of RDO's

Due to the special nature of this project, employees, by mutual agreement may accrue a maximum of five (5) RDO's to be taken at a mutually agreed time. This clause does not apply to members of the New South Wales Plumbers & Gasfitters Employees Union. An employee, by giving 48 hours notice, is able to take their accrued days off.

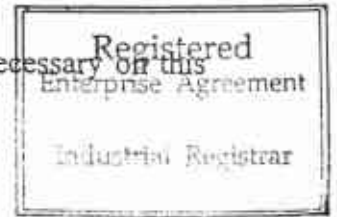
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## 18. SHIFT WORK

The parties to this agreement acknowledge that shift work will be necessary on this project or parts of this project.



**For the purposes of this Agreement shift shall mean:**

**“Afternoon Shift”** means any shift finishing at or after 9.00 pm and at or before 11.00 pm.

**“Night Shift”** means any shift that finishes at or after 11.00 pm or at or before 7.00 am.

**“Rostered Shift”** means a shift of which the employee concerned has had at least 48 hours notice.

**“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.

### 18.1 Shift Roster

The hours of work of weekly employees on shift work shall be an average of 38 hours 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 Alliance 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 Alliance and the employees directly affected.

Any disagreement that may arise with respect to the shift rosters shall be discussed initially in accordance with the Disputes Settlement Procedures pursuant to Clause 14 of this Agreement.



## 18.2 Ordinary Hours

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

A shift shall consist of not more than ten consecutive hours inclusive of a crib time of twenty (20) minutes which shall be counted as time worked.

## 18.3 Overtime.

All time worked by a shift worker in excess 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.

## 18.4 Shift Allowances

Shift workers, whilst on afternoon shift other than on a Sunday or Public Holiday - shall be paid for such shift 25% more than their ordinary rate.

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

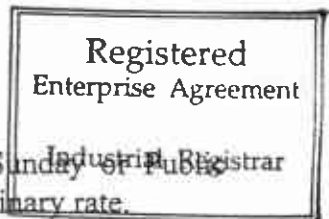
Double counting shall not apply i.e.: shift loadings do not apply in addition to penalty provisions such as overtime etc.

## 18.5 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.

## 18.6 Sundays and Public Holidays

Where shifts commence between 11.00 pm and midnight on Sunday or holidays, 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.

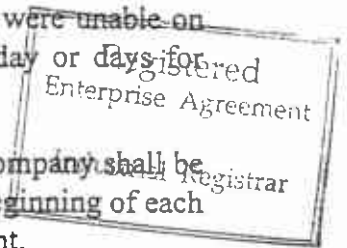




## 18 A. SICK LEAVE

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 endeavour 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 subclause 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.

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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.

### **18.7 Unforeseen Additional Workloads / Emergencies**

In the event that unforeseen additional workloads are required, the company may, after consultation with the Project Consultative Committee and the employees engaged in the section of the workplace, vary shifts and shift starting time by the giving of 24 hours notice; provided always that the employees agree to such changes.

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## **19. CONTRACT OF EMPLOYMENT**

### **19.1 Weekly Employment**

Any Alliance employee not specifically engaged as a casual employee shall be deemed to be employed by the week. The employment of all weekly Alliance employees shall be subject to a two (2) month probationary period.

### **19.2 Casual Employment:**

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty eighth of the weekly wage prescribed for the work which he or she performs, plus 20%. Casual employees engaged by the Alliance shall be engaged for a minimum period of one day and a maximum period of two (2) weeks. Whilst it is not envisaged that casuals would be required for longer than two (2) weeks, this period could be extended by agreement with the relevant union/s to cover specific work requirements.

## 20. WAGE RATES AND ALLOWANCES – INCLUSIVE

### 20.1 Application

This Clause sets out the application of rates of pay for work performed on the Northside Storage Tunnel Project, which provides for a five (5) category, single stream classification structure. Employees shall be classified in accordance with their qualifications, skill, capacity and experience to perform construction work consistent with their traditional calling.

### 20.2 Wage Rates

The following rates of pay shall apply from the date of approval of this Agreement:-

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CLASSIFICATION LEVEL	HOURLY RATE	WEEKLY RATE
Category – 1	\$19.67	\$747.46
Category – 2	\$19.10	\$725.80
Category – 3	\$18.50	\$703.00
Category – 4	\$18.12	\$688.71
Category – 5	\$17.74	\$674.25

### 20.3 Classification Structure

Northside Storage Tunnel - Category 1

Tower Crane Operator	Special Class Tradesman	Excavator Operator over 5 cubic metres
TBM Operator	Mobile Cranes over 100 tonnes	Slurry Plant Operator

Northside Storage Tunnel - Category 2

<b>All Tradesmen</b>	<b>Tunneller. Class 1</b>	<b>Roadheader Operators</b>
<b>Excavator Operators over 1.5 and up to 3 cubic metres</b>	<b>Dumper Operators over 40 tonnes</b>	<b>Mobile Cranes over 40 and up to 100 tonnes</b>
<b>Tractor Operators over 220kw (295bhp) to 450kw (600 bhp)</b>	<b>Semi-Trailer articulated vehicles with five axles or more.</b>	

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Industrial Registrar

Northside Storage Tunnel - Category 3

<b>Excavator Operators over 0.5 and up to 1.5 cubic metres</b>	<b>Gantry Crane Operator up to 40 tonnes</b>	<b>Tunneller Class 2.</b>
<b>Tractor Operators over 48kw (65bhp) and up to 220kw (295bhp).</b>	<b>Batch Plant Operator</b>	<b>Mobile Cranes up to 40 tonnes</b>
<b>Dumper Operators from 25 tonnes and up to 40 tonnes.</b>	<b>Agitator Driver</b>	<b>Grader Operators from 96kw (120bhp) to 148kw (200bhp).</b>
<b>Truck Drivers of rigid and articulated vehicles with 3 or 4 axles.</b>		



Northside Storage Tunnel - Category 4

<b>Rigger</b>	<b>Tractor Operators up to 48kw (65bhp)</b>	<b>AWU Civil Construction Workers Grades 4 and 5.</b>
<b>Pile Driver Operator</b>	<b>Road Roller Operators</b>	<b>Dumper Operators up to 25 tonnes</b>
<b>Dogman</b>	<b>Truck Drivers 2 axle rigid vehicles</b>	<b>Excavator Operators up to 0.5 cubic metres</b>
<b>Scaffolder (certified)</b>	<b>Grader Operators up to 96kw (120bhp)</b>	<b>Precast Segment Plant Operator (concrete segments)</b>
<b>Steel Fixer</b>	<b>Grader Operators up to 96 kw (120bhp)</b>	<b>Precast Segment Plant Operator (concrete segments)</b>
<b>Concrete Finishers</b>		

Registered Enterprise Agreement Industrial Registrar

Northside Storage Tunnel - Category 5

<b>Cement Gun Operator</b>	<b>Storeman</b>	<b>AWU Civil Construction Workers Grades 1-3</b>
<b>Hoist Drivers</b>	<b>Tradesmen Assistants</b>	<b>Survey Field Hands</b>
<b>Crane Chasers (engaged in loading and unloading and/or on work associated with storage areas).</b>		

## 20.4 Future Classifications

It is agreed between the parties that future employment classifications may be added to the wages structure by agreement between the appropriate parties.

## 20.5 Future wage Increases

### FIXED INCREASES

The following percentage pay increases shall be paid in addition to those rates in clause 20 .2.

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1 <sup>st</sup> Pay Period 6 months from date of approval	1 <sup>st</sup> Pay Period 12 months from date of approval	1 <sup>st</sup> Pay Period 18 months from date of approval	1 <sup>st</sup> Pay Period 24 months from date of approval
2.25%	2.25%	2.25%	2.25%

### ADDITIONAL INCREASES

Provided that the Lost Time Injury Frequency Rate (LTIFR) for employees covered by this Agreement is 25% less than the average LTIFR published by the Heavy Engineering Manufacturing Association for companys with average man hours less than 1 million for the corresponding six monthly period, an additional 1% will be added to the percentage increases listed above with effect from the same operative date.

**NOTE: Actual wage rates incorporating the fixed and additional increases are set out in Schedule A.**

## 20.6 Allowances

- Those persons appointed as team leaders shall be paid the Leading Hand Allowances as prescribed in the employees' appropriate Award.
- All tradespersons shall be paid a Tool Allowance as prescribed in the employees' appropriate Award.

These allowances are in addition to the scheduled weekly rate and are all purpose rates.

## 20.7 Apprentices

Apprentices employed on the Project will, in addition to other benefits contained in this Agreement, be paid the following percentage of Category 2 all purpose weekly wage rate, plus applicable tool allowance, viz:

1 <sup>st</sup> Year	42%
2 <sup>nd</sup> Year	55%
3 <sup>rd</sup> Year	75%
4 <sup>th</sup> Year	88%

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Enterprise Agreement  
Industrial Registrar

## 21. PAYMENT OF WAGES

Wages shall be paid weekly to the employee's financial account by means of Electronic Funds Transfer. Employees are required to nominate an account held with a Bank, Building Society, or Credit Union for the purposes of payment of wages.

## 22. PRODUCTIVITY SHARE SCHEME

The parties to this Agreement may seek to implement a Productivity Share Scheme to project employees employed under this Agreement. In general terms, the Productivity Share Scheme may be introduced and applied either across the project or at specific locations or sections of work conducive to the introduction and achievement of realistic targets within specific cost estimates. The principles that will be used to guide the introduction of such a proposed scheme will include but are not limited to:

- The specific nature of the works covered by the scheme will be clearly defined and identifiable;
- The details of the scheme will ensure that specific quantifiable targets / goals will be met using measurements such as (i) target completion dates, (ii) budget targets, (iii) OH&S targets;
- The scheme will clearly identify eligible persons who are participants in the scheme and as such who are able to share in the schemes benefits;
- The details of the scheme will have provisions for deductions for non performance;
- There will be a representative monitoring committee overseeing the scheme complimented by a clear disputes procedure in case of disagreement;
- The scheme will use a workable formula to ascertain the level of productivity shares and benefits;





- Safety, quality, environmental and community responsibilities will be integrated into the Productivity Share Scheme as will maintenance programs, construction activity work schedules, attendance and progress. The Productivity Share Scheme shall only be introduced after consultation and agreement being reached with the project consultative committee.

## 23. REDUNDANCY

Each employee, who is employed pursuant to this agreement, shall be entitled to a payment of \$46.00 per week with respect to redundancy entitlements paid into an agreed fund. This amount will be increased to \$51.00 per week on the 1/10/98

These payments shall be in lieu of all redundancy entitlements pursuant to Awards of legislation.



## 24. SUPERANNUATION

Each employee, who is employed pursuant to this agreement, shall be entitled to a payment of \$50.00 per week with respect to Superannuation entitlements paid into the C+BUSS Fund on their behalf. This amount will be increased to \$60.00 per week on the 1/10/ 98 or other agreed industry funds.

## 25. TUNNEL WORK

The parties recognise that tunneling is the central aspect of the project and is an operational function that requires prompt action and flexible attitudes. Accordingly, it is envisaged that it will be necessary for employees engaged on such work, to work overtime and shift work pursuant to project requirements.

No more than 12 hours of single time wages will be paid for any one day, after which the appropriate overtime rates will apply. Time spent traveling by the tunneling crew to commence work within the tunnel will be paid for at single rate. Further it is open for the parties to set agreed travel durations for a section or sections of the tunnel traveled.

## 26. ANCILLARY INSURANCE

It is a term of this agreement that immediately upon signing this agreement the Alliance will provide if not already in existence an agreed workers compensation Top-Up Accident Insurance arrangement with Kenosei Insurance Brokers.

## 27. FARES

A fares allowance of \$17.45 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 award provisions.

## 28. PROTECTIVE CLOTHING

The Alliance shall provide suitable protective equipment to its employees where reasonably required. The supply of outer work clothing shall be limited to a maximum of two (2) sets of protective clothing (a set being a pair of overalls or a shirt and a pair of trousers) and a pair of safety footwear per year.

In addition to the foregoing, all employees will be issued with a protective bluey jacket or an appropriate alternative jacket if the safety features of the project demand otherwise.

Where the employee is able to demonstrate that the items issued are no longer serviceable, the items will be replaced on an exchange basis.

Appropriate wet weather gear, if required in the workplace will be issued and be replaced on a fair wear and tear basis.

Where an employee currently receives an equivalent provision of any of the above items as a normal condition of employment or in accordance with any other appropriate agreement, the relevant provision of this clause shall not apply.

Under no circumstances will money be paid in lieu of the clothing issue referred to in this clause. The employee shall utilise all protective equipment in such a way and at such times as to achieve the purpose for which it is supplied.

## 29. TRAINING

A project skills enhancement training program will be developed from the information gathered from an on-site skills assessment, quality assurance requirements, project documentation, site requirements and consultation with subcontractors and their employees.

The employer will provide training opportunities to enable employees to extend their existing skills and acquire new skills with the express purpose of ensuring that the criterion of "competence" is met.

**The key objectives of the project skill development strategy will be to:**

- Improve the quality of work, as well as the efficiency and the productivity of construction workers on the project through continual skill improvement and through continual skill improvement and through the gaining of new skills and knowledge.
- Develop and implement training relevant to the Northside Storage Tunnel Project.
- Identify current skills held and review skills by random audit.
- Register and obtain where possible certification of skills with Construction Training Australia.

Through the implementation of the Skills Enhancement Training Plan the workers on site will gain the opportunity to acquire new competencies within their classification. This will provide employees on the project with an enhanced career path by access to training consistent with national standards and will be given the opportunity to participate in a Train the Trainer initiative.

The training strategy will be developed in accordance with the project classification structure as outlined in clause 20 Wages - of this agreement which incorporates payment and progression being based upon skills used, not skills acquired.

### 30. TRANSIENT TRANSPORT WORKERS

Only employee drivers with regular involvement with the project on a 2 hour or more per day basis will be entitled to provisions of this Agreement. Lorry Owner Drivers are not covered by this Agreement with the exception of Clause 12.





31. SIGNATORIES

SIGNED for and on behalf of  
TRANSFIELD PTY LIMITED  
in the presence of

P. Wade Dated 7.7.98  
PETER WADE

[Signature]  
Signature of Witness

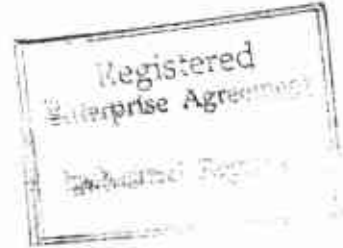
John J. Wilson  
Name of Witness

SIGNED for and on behalf of  
THE LABOR COUNCIL OF NEW  
SOUTH WALES  
in the presence of

Michael Cole Dated 12.6.98

[Signature]  
Signature of Witness

DEBORAH JAMES.  
Name of Witness



SIGNED for and on behalf of  
THE AUSTRALIAN WORKERS  
UNION NEW SOUTH WALES

R. K. Kelly Dated 10.6.98.

[Signature]  
Signature of Witness

KEVIN BROWN  
Name of Witness





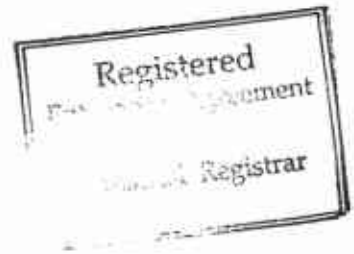
SIGNED for and on behalf of  
AUTOMOTIVE, FOODS, METALS,  
ENGINEERING, PRINTING &  
KINDRED INDUSTRIES UNION  
NEW SOUTH WALES BRANCH

Brian Beer

Dated 7/7/98

in the presence of

[Signature]  
Signature of Witness



John J. Wilson  
Name of Witness

SIGNED for and on behalf of  
THE NEW SOUTH WALES BRANCH  
PLUMBERS & GASFITTERS EMPLOYEES UNION

[Signature]  
Signature of Witness

John Robertson  
Name of Witness

[Signature]

Dated 20/6/98

SIGNED for and on behalf of  
THE CONSTRUCTION, FORESTRY,  
MINING AND ENERGY  
UNION NEW SOUTH WALES  
BRANCH

[Signature]

Dated 11-6-98

[Signature]  
Signature of Witness  
John Robertson  
Name of Witness

SIGNED for and on behalf of  
THE ELECTRICAL TRADES UNION  
OF AUSTRALIA NEW SOUTH WALES  
BRANCH

B. Reid

Dated 17-6-99

J. Mt

Signature of Witness

John Robertson

Name of Witness



SIGNED for and on behalf of  
THE TRANSPORT WORKERS UNION  
OF AUSTRALIA NEW SOUTH WALES  
BRANCH

Shirley Hutchins

Dated 6 July 1998

R.E. Galvin J.P.

Signature of Witness

Rosemary Elaine Galvin

Justice of The Peace

Name of Witness



## SCHEDULE - A

### FURTHER INCREASES

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**1<sup>st</sup> Pay period 6 months from date of approval**

Classification Level	Hourly Rate (2.25%)	Weekly Rate (2.25%)	Hourly Rate Additional 1%	Weekly Rate Additional 1%
Category 1	\$20.11	\$764.18	\$20.31	\$771.78
Category 2	\$19.53	\$742.13	\$19.73	\$749.74
Category 3	\$18.91	\$718.60	\$19.10	\$725.80
Category 4	\$18.53	\$704.14	\$18.72	\$711.36
Category 5	\$18.14	\$689.32	\$18.32	\$696.16

**1st Pay period 12 months from date of approval**

Classification Level	Hourly Rate (2.25%)	Weekly Rate (2.25%)	Hourly Rate Additional 1%	Weekly Rate Additional 1%
Category 1	\$20.56	\$781.28	\$20.76	\$788.88
Category 2	\$19.96	\$758.48	\$20.16	\$766.08
Category 3	\$19.34	\$734.92	\$19.53	\$742.14
Category 4	\$18.94	\$719.72	\$19.13	\$726.94
Category 5	\$18.55	\$704.90	\$18.74	\$712.12

**1st Pay period 18 months from date of approval**

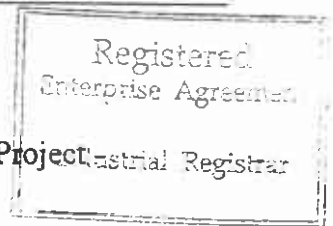
Classification Level	Hourly Rate (2.25%)	Weekly Rate (2.25%)	Hourly Rate Additional 1%	Weekly Rate Additional 1%
Category 1	\$21.02	\$798.76	\$21.23	\$806.74
Category 2	\$20.41	\$775.58	\$20.61	\$783.18
Category 3	\$19.77	\$751.26	\$19.97	\$758.86
Category 4	\$19.37	\$736.06	\$19.56	\$743.28
Category 5	\$18.96	\$720.48	\$19.15	\$727.70

**1st Pay period 24 months from date of approval**

Classification Level	Hourly Rate (2.25%)	Weekly Rate (2.25%)	Hourly Rate Additional 1%	Weekly Rate Additional 1%
Category 1	\$21.50	\$817.00	\$21.71	\$825.00
Category 2	\$20.87	\$793.06	\$21.08	\$801.10
Category 3	\$20.21	\$767.98	\$20.41	\$775.58
Category 4	\$19.81	\$752.80	\$20.00	\$760.00
Category 5	\$19.39	\$736.82	\$19.58	\$744.04



## SCHEDULE B - DEFINITIONS



**'AGREEMENT'** means this Alliance - Northside Storage Tunnel Alliance Project Enterprise Bargaining Agreement 1998 - 2000

**'DEMARCATIION DISPUTE'** means a dispute between unions and / or employees over which employees have the rights to carry out the disputed work.

**'EMPLOYEE'** means a person engaged by the company or its subcontractors under the terms of an award or enterprise agreement Federal or State, who performs work on-site in connection with a contract package or subcontract package for the project.

**'NEW SOUTH WALES LABOR COUNCIL'** means the peak trade union body in the State of New South Wales.

**'UNIONS'** means:-

*The Labor Council of New South Wales*

*The Australian Workers Union, New South Wales;*

*The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;*

*The CEPU Plumbing Division New South Wales Branch*

*The Construction, Forestry, Mining and Energy Union (Construction and General Division), New South Wales Branch;*

*The Electrical Trades Union New South Wales Branch;*

*The Transport Workers Union of Australia, New South Wales Branch;*

**'THE ALLIANCE'** means Transfield Pty Ltd, Sydney Water Corporation, Montgomery Watson Australia Pty Ltd, Connell-Wagner Pty Ltd.

**'PARTIES'** mean The Alliance, Labor Council of New South Wales, Employees and their Unions.

**'TUNNEL'** means an underground excavation.



**'TUNNELLER GRADE 1'** means workers who carry out work in the excavation and lining of a tunnel. The tunneller works with specialised equipment adapted to the excavation, movement of cable, attachment / plug in, movement of services (pipes etc) support and final lining of the tunnel, including but not limited to, drilling machines, shotcreting machines, the operation of hydraulic and / or electrical equipment and replacement of ground engaging tools for roadheader, lifting and placement devices, segment cranes, driving locomotives and other plant, mucking equipment, concrete pumping equipment, formwork systems, and grouting equipment. A tunneller is able to operate a range of equipment, (excluding the operation of TBMs, roadheaders and mechanical miners) to the satisfaction of the employer and who has demonstrable tunneling industry experience of at least 6 months

**'TUNNELLER GRADE 2'** means workers who carry out work in the excavation and lining of a tunnel. The tunneller works with specialised equipment adapted to the excavation, movement of cable, attachment / plug in, movement of services (pipes etc) support and final lining of the tunnel, including but not limited to, drilling machines, shotcreting machines, the operation of hydraulic and / or electrical equipment and replacement of ground engaging tools for roadheader, lifting and placement devices, segment cranes, driving locomotives and other plant, mucking equipment, concrete pumping equipment, formwork systems, and grouting equipment. A tunneller is able to operate a range of equipment, (excluding the operation of TBMs, roadheaders and mechanical miners) to the satisfaction of the employer and who has tunneling industry experience of less than 6 months

**'TUNNEL BORING MACHINE'** (TBM) means a machine which is used to carry out a full face excavation of a tunnel. A TBM comprises a machine to excavate the ground and a backup train which contains all the necessary equipment to allow the machine to operate and the excavation to proceed. The TBM excavates a full face of the tunnel, usually with a rotary cutting head and erects full ground support as part of the excavation cycle.

**'TBM OPERATOR'** means the operator of full face Tunnel Boring Machine. The operator of the TBM controls all functions necessary to maintain stability on the ground in front of the TBM, to allow the TBM to be propelled forward, to maintain the TBM in accordance with the defined alignment for the tunnel and to record all necessary information on the TBM's performance.

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**'ROADHEADER OPERATOR'** means the operator of a roadheader and/or mechanical miner type excavation machine. The operator controls all functions necessary to allow the machine to excavate the ground, to allow it to be propelled forward, to maintain the machine in accordance with the defined alignment for the tunnel and to record all necessary information on the machine's performance.

**'SUB CONTRACTOR'** means one or more contractors engaged by the Alliance to carry out a trade, discipline or package of work.

**'PROJECT SAFETY COMMITTEE'** means a committee constituted in accordance with Clause 13 of this Agreement.

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## SCHEDULE C - AWARDS

- The National Metal and Engineering On-Site Construction Award
- The National Building and Construction Industry Award
- The General Construction and Maintenance Civil Engineering (State) Award
- The Transport Industry - Mixed Industries (State) Award
- The Electrical Contracting Industry (NSW) Award
- The Building Trades (State) Construction Industry Award
- The Plumbing Industry (New South Wales) Award 1983

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Enterprise Agreement  
Industrial Registrar



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**SCHEDULE D -  
OH&S and REHABILITATION ASSURANCE PLAN**





An alliance between  
Sydney Water Corporation  
Tranfield Pty Ltd  
Montgomery Watson Pty Ltd  
Connell Wagner Pty Ltd

# SAFETY MANAGEMENT PLAN

Registered  
Enterprise Agreement  
Industrial Registrar

Project Manager: (Approved)	<u><i>RCW</i></u>	Date: <u>25 May 1998</u>
Safety Manager: (Prepared)	<u><i>E. Robins</i></u>	Date: <u>25 May 1998</u>
Site Manager: (For Implementation)	_____	Date: _____
OH&S Representative: (Agreed)	_____	Date: _____

**Note:** This document is UNCONTROLLED  
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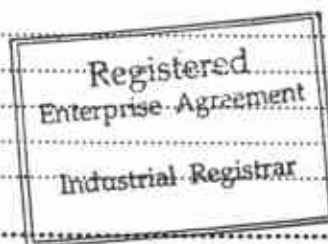
0	13/5/98	Issued for Use	<i>EL</i>	<i>ER</i>	<i>RC</i>
Rev	Date	Revision Description	Prepared	Checked	Approved

Note: Original (signed) copy shall be held by Document Control.



## TABLE OF CONTENTS

<b>1</b>	<b>POLICY AND COMMITMENT</b>	<b>3</b>
1.1	ALLIANCE PRINCIPLES	3
1.2	PURPOSE AND SCOPE	3
1.3	POLICIES	3
1.3.1	HEALTH & SAFETY POLICY	4
1.3.2	REHABILITATION POLICY	5
<b>2</b>	<b>PLANNING</b>	<b>6</b>
2.1	RESPONSIBILITIES	6
2.1.1	DUTY OF CARE	6
2.1.2	ORGANISATION	6
2.1.3	MANAGEMENT RESPONSIBILITIES (OH&S ACT 1983, SECTION 15)	6
2.1.4	EMPLOYEE RESPONSIBILITIES (OH&S ACT 1983, SECTION 19)	7
2.1.5	CONTRACTOR RESPONSIBILITIES (OH&S Act 1983, Section 16)	7
2.1.6	SUPPLIER RESPONSIBILITIES (OH&S Act 1983, Section 18)	7
2.2	OH&S REPRESENTATIVE AND SAFETY COMMITTEE	7
2.3	ISSUE RESOLUTIONS	7
2.4	EMERGENCY RESPONSE PLAN	8
2.5	SITE SAFETY PLAN	8
<b>3</b>	<b>IMPLEMENTATION</b>	<b>8</b>
3.1	TRAINING	8
3.1.1	INDUCTION TRAINING	8
3.1.2	CONTINUING TRAINING	8
3.2	DOCUMENT HIERARCHY	9
3.3	MEETINGS	10
3.4	INCIDENT PREVENTION	10
3.4.1	RISK ASSESSMENT	10
3.4.2	JOB SAFETY ANALYSIS	10
3.5	INJURY MANAGEMENT	11
3.5.1	FIRST AID	11
3.5.2	MEDICAL TREATMENT	11
3.5.3	LOST TIME INJURIES	11
3.5.4	REHABILITATION	11
3.6	WORKPLACE PROCEDURES	12
3.7	KEY SITE ACTIVITIES	12
<b>4</b>	<b>MEASUREMENT AND EVALUATION</b>	<b>12</b>
4.1	SAFETY AUDITS	12
4.2	CORRECTIVE ACTIONS	13
4.3	SAFETY RECORDS AND REPORTS	13
<b>5</b>	<b>REVIEW AND IMPROVEMENT</b>	<b>13</b>
5.1	MANAGEMENT REVIEW	13
5.2	KEY PERFORMANCE INDICATORS	14
5.3	CONTINUING IMPROVEMENT	14
5.4	IDENTIFICATION OF BREAKTHROUGH OPPORTUNITIES	15





## 1 POLICY AND COMMITMENT

### 1.1 ALLIANCE PRINCIPLES

In accordance with the Alliance principles and objectives, which are fully elaborated within the *Alliance Management Plan*, safety will be best practice in all aspects of the project. This will be achieved through appropriate levels of induction, training and ongoing awareness programs, and will be reflected by a positive culture within the workforce.

Specific Alliance principles which relate to safety include:

- *Acting in a way that is 'best for project'*
- *Commitment to a no-blame culture*
- *Deal with and resolve all issues within the Alliance*
- *Spread the Alliance culture to all stakeholders*



### 1.2 PURPOSE AND SCOPE

The purpose of this plan is to provide guidelines and direction to all levels of project supervision for the effective implementation of occupational health, safety and rehabilitation management practices on the Northside Storage Tunnel Project.

This is aimed at achieving the primary goal of providing a safe and healthy work environment for all project employees, subcontractors and visitors by eliminating or minimising the risk to personnel and the environment.

The intent is to ensure that systems are implemented which:

- comply, as a minimum standard, with all relevant statutory requirements
- comply, as a minimum standard, with Alliance requirements as identified in the procedures
- continuously improve health and safety performance
- provide adequate resources to establish and maintain safe systems of work
- should an incident occur, provide adequate injury management resources to ensure a timely and safe return to work

This plan is applicable to all levels of management, employees, sub-contractors and visitors under the control or supervision of the Alliance.

### 1.3 POLICIES

There are two safety policies that are applicable on this project. These are:

The **Health and Safety Policy**, this being a proactive document that commits all personnel on the project to the target of **zero incidents**.

The **Rehabilitation Policy**, which relates to the situation that should an employee incur a work related injury or illness, they will be provided with appropriate rehabilitation to assist in the early return to work to safe and suitable duties.

The two policies are as follows. These shall be prominently displayed at all sites.



1.3.1 HEALTH & SAFETY POLICY

**OCCUPATIONAL HEALTH & SAFETY  
POLICY STATEMENT**

Northside Storage Tunnel Alliance is committed to the health and safety of all employees, subcontractors and visitors and will work to eliminate hazards, practices and behaviour to ensure an injury, accident or illness free workplace.

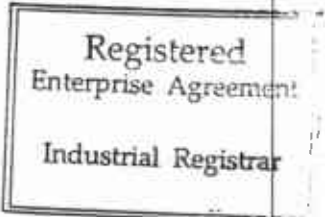
**Primary Goal**

The primary goal of the policy and associated procedures is to assist in providing a safe and healthy work environment for Northside Storage Tunnel Alliance employees, contractors and visitors.

**Objectives**

The objective of this policy is to:

- set new Occupational Health, Safety and Welfare benchmarks
- no injuries
- promote a positive health and safety culture which is based on the principle that all incidents can be prevented
- comply with all statutory obligations
- provide adequate resources to establish and maintain safe systems of work
- provide health and safety training
- employ only contractors who aspire to the same health and safety standards as Northside Storage Tunnel Alliance
- continuously improve performance through innovative technology, education and good management practices
- provide an emergency response program for unplanned events so as to minimise hazards to people, assets and the environment



All Managers, supervisors and contractors are accountable for health and safety performance in their areas.

All employees are required to follow rules for safe and healthy operation, report hazards to their supervisors and wear, where required, Personal Protective Equipment (PPE).

This policy and associated procedures will be reviewed in consultation with the Alliance Team Members on an annual basis for relevance and effectiveness.

Project Manager:

Date:

25 May 1998



## 1.3.2 REHABILITATION POLICY

**REHABILITATION POLICY STATEMENT**

Northside Storage Tunnel Alliance will provide the best practical level of psychological recovery together with appropriate rehabilitation and return to work processes for an employee who incurs a work related injury or illness.

All managers are responsible for the implementation of this Policy and the associated procedures.

**Primary Goals**

**The primary goal of the Policy and associated procedures is to assist in the early return to work of an employee to safe and suitable duties, at the highest possible level of function.**

**Objectives**

The objectives of this Policy are to:

- identify and assess the need for rehabilitation as early as possible
- recognise the role, rights and responsibilities of all participants in each circumstances
- facilitate the early and safe return to work of any employee following a work related injury or illness
- ensure that employees are informed of their rights and responsibilities and are involved in all decisions and actions related to their rehabilitation
- ensure the welfare of an injured employee is maintained
- ensure appropriate training and education is provided for any person involved in rehabilitation, in line with their designated responsibilities
- ensure that participation in Return to Work/Rehabilitation Process will not disadvantage employees

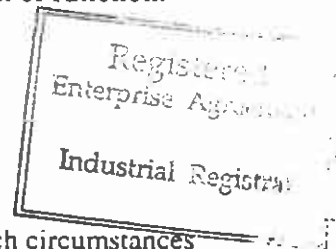
Procedures have been developed which ensure the aims of our Rehabilitation Policy are incorporated in all our Rehabilitation/Return to Work Processes.

This policy and associated procedures will be reviewed in consultation with Northside Storage Tunnel Alliance on an annual basis for relevance and effectiveness.

Project Manager:

Date:

25 May 1998







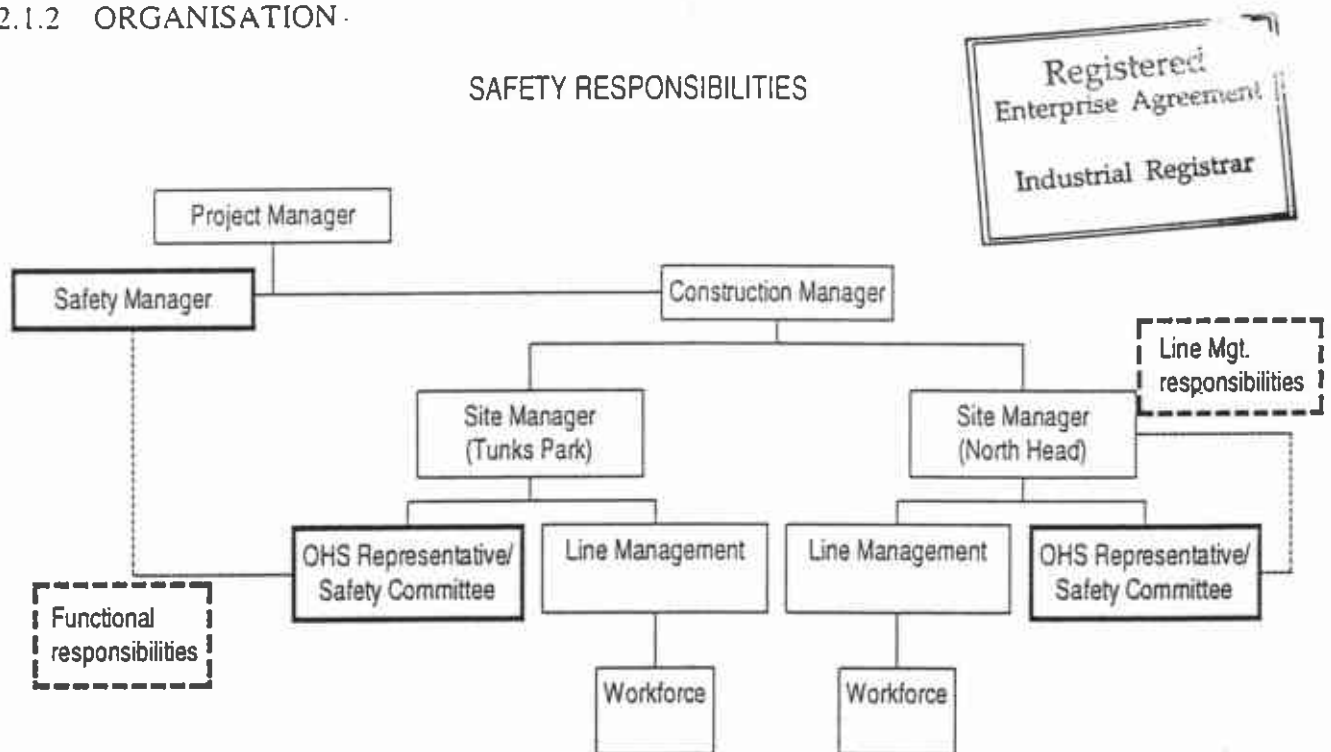
## 2 PLANNING

### 2.1 RESPONSIBILITIES

#### 2.1.1 DUTY OF CARE

All Alliance personnel have an obligation towards maintaining safe working practices and a safe and healthy workplace environment for themselves and others. It is a condition of employment that all personnel will comply with the pertinent requirements of this Safety Management Plan plus specific safety procedures applicable whilst carrying out normal duties. In particular, everyone must comply with the relevant Occupational Health and Safety legislation and any guidelines or Codes of Practice applicable to local activities.

#### 2.1.2 ORGANISATION



The following responsibilities are extracts from the Occupational Health and Safety Act 1983. For complete information, refer to the sections within the Act as specified below together with SFTY-PR-012, *Role Descriptions*.

#### 2.1.3 MANAGEMENT RESPONSIBILITIES (OH&S ACT 1983, SECTION 15)

Management is responsible for ensuring the health, safety and welfare of all employees. This includes the provision of appropriate resources such as:

- Safe working systems
- Absence of risk in connection with the use, handling, storage or transport of 'plant and substances'
- Information, training and supervision
- Safe working environment, including 'access and egress'

Each Manager is accountable for ensuring that all of these requirements are maintained within their own area of responsibility during the execution of day to day activities.



### 2.1.4 EMPLOYEE RESPONSIBILITIES (OH&S ACT 1983, SECTION 19)

Every Employee is responsible for cooperating with management and for taking reasonable care of both their own safety together with that of others who may be affected by their acts or omissions at work.

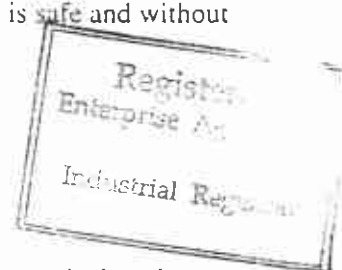
### 2.1.5 CONTRACTOR RESPONSIBILITIES (OH&S Act 1983, Section 16)

Every Contractor is responsible for ensuring that other persons are not exposed to risks to their health arising from activities carried out by the Contractor whilst on site.

### 2.1.6 SUPPLIER RESPONSIBILITIES (OH&S Act 1983, Section 18)

Every Supplier of 'plant or substances' is responsible for ensuring that the product is safe and without risks to health when properly used. This includes:

- providing adequate information about the product
- safe erection or installation on site



## 2.2 OH&S REPRESENTATIVE AND SAFETY COMMITTEE

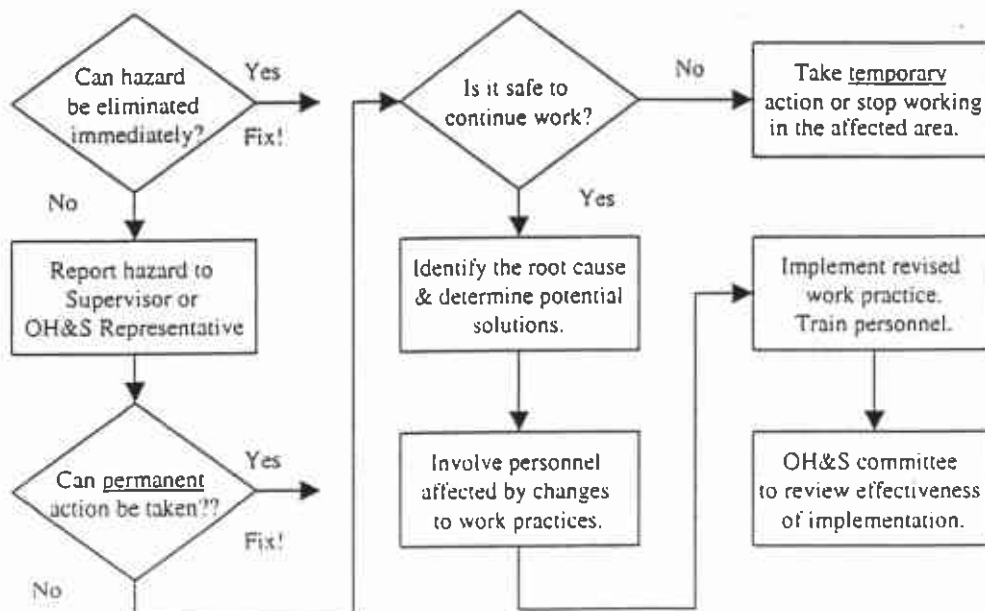
An OH&S Committee will be established, together with a Chairman, and operate on each site where more than 20 employees are based. A constitution will be prepared for each committee, setting out the aim and scope of responsibilities of both the Committee and the Employer's Representative. Further information is available in the OH&S Act 1983, Sections 23 to 25 and SFTY-PR-003, *Safety Committees and Representatives*.

## 2.3 ISSUE RESOLUTIONS

The Alliance is committed to resolving potential or current safety issues in a quick and effective manner. A formal consultative process will be implemented to ensure that issues are dealt with and that proposed changes to work methods and systems are reviewed by personnel that are likely to be affected by that change.

At no time will a safety issue be ignored or not acted upon. The principle responsibility to resolve a safety issue rests with the immediate supervisor of the person who raised the issue.

### HAZARD RESOLUTION PROCEDURE





## 2.4 EMERGENCY RESPONSE PLAN

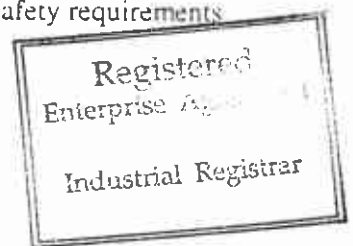
All high risk activities will be listed in the document SFTY-PL-002 *Emergency Response Plan*. This list will be periodically reviewed and the associated procedures will be revised and amended accordingly.

The ERP will be included in the induction program and displayed in an appropriate location. It will be tested as soon as practicable after the commencement of work on site.

## 2.5 SITE SAFETY PLAN

The safety procedure SFTY-PR-014- *Project Health and Safety Activity Checklist* will be applied at varying stages throughout the project. This document is an indicative checklist that identifies key safety activities required. It is not considered to be absolute. The checklist divides the safety requirements into the following phases:

- Preliminary (actions required prior to site start-up)
- Start-up (actions required during site mobilisation)
- Ongoing (actions required throughout the life of the project)
- Close down (actions required on project completion)



On completion of each activity, the checklist should be signed and dated as a traceable record.

Further customised safety documentation will be prepared throughout the life of the site works. Some procedures are identified in Section 3.6, whilst others – including JSA's – will be identified and prepared as the site activities proceed.

## 3 IMPLEMENTATION

### 3.1 TRAINING

#### 3.1.1 INDUCTION TRAINING

Every person working on the project will undertake a formal induction course. This applies to both office and site personnel. The safety component of the induction training will include, as a minimum, the following:

- Safety objectives
- Project overview plus potential hazards and risks
- JSA principles
- Emergency procedures

The length and content of the Induction Training will depend on the location and role of each individual. In the case of a site construction employee, the induction training will include modules on OHS&R and Environmental issues. Further details can be found in procedure PRSY-PR-011-*Project Induction Program*.

#### 3.1.2 CONTINUING TRAINING

Job specific training will be undertaken on a needs basis at the discretion of the local supervisor. Where a position requires a formal qualification (eg cranes, forklifts, explosives etc), then specialist training will be provided by a suitable skilled provider. A record of all training will be maintained.

Other continuing training may take place in the form of:



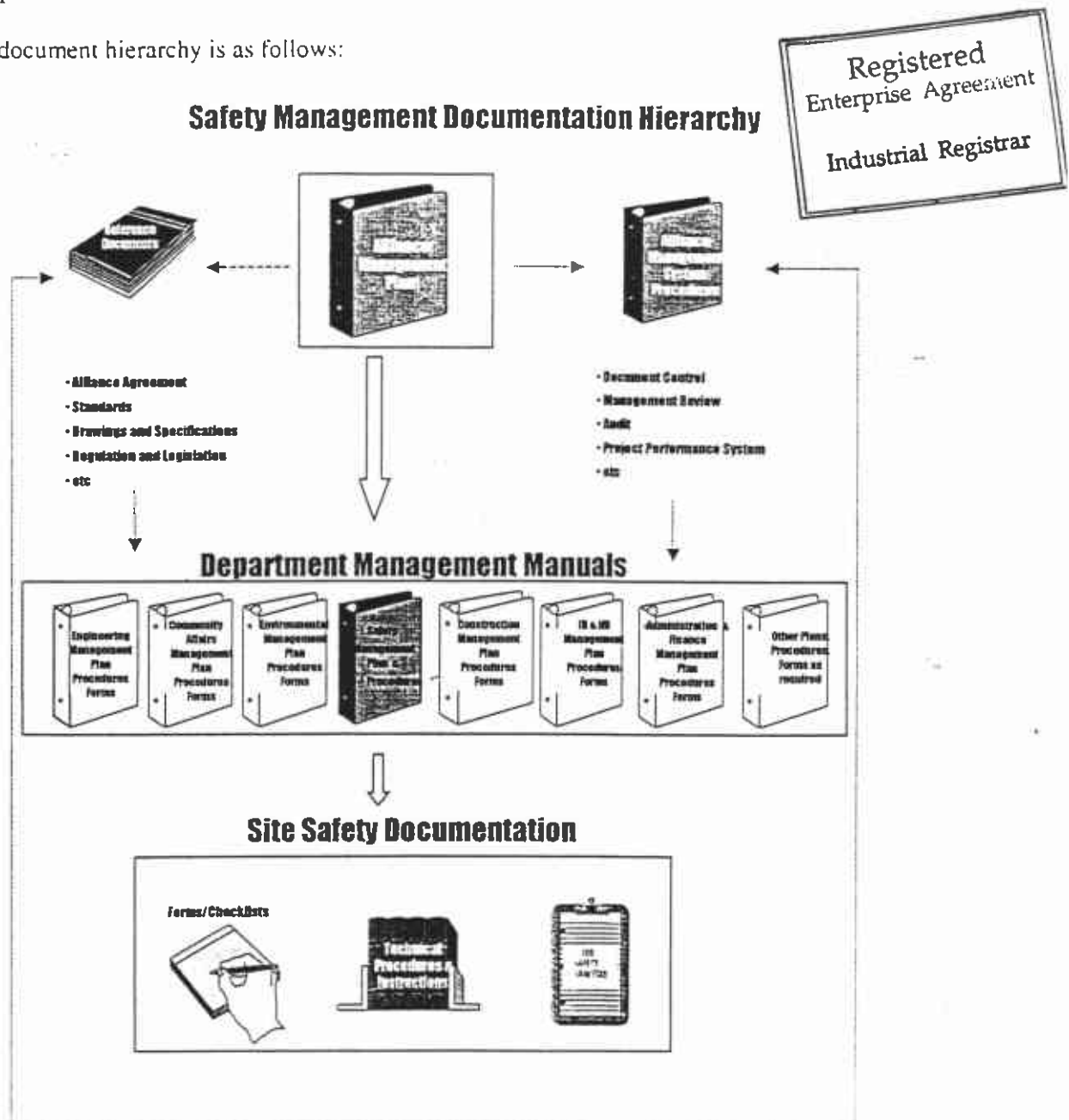
- 'toolbox' meetings based upon particular needs of the workplace
- formal instruction related to daily technical operations

Further details can be found in the procedure PRSY-PR-020, *Project Training Program*.

### 3.2 DOCUMENT HIERARCHY

The safety document hierarchy will be in keeping with the Alliance document management system. In the same way that 'Alliance Procedures' are common to the whole project, there are also a number of stand alone safety procedures which apply to all project personnel. These procedures are identified within this plan in Section 3.6.

The safety document hierarchy is as follows:





### 3.3 MEETINGS

Safety will be included as an agenda item at the following meetings:

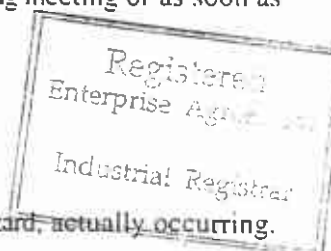
- PALT meetings
- Management meetings
- Production meetings
- Health and Safety Committee – to meet monthly, minutes to be publicly displayed.
- Toolbox meetings to be held at each site at a frequency agreed between the Site Manager and the Health and Safety Committee or Safety Manager.

A record of any issues requiring safety follow up will be minuted together with the person responsible and the required by date. All action items will be verified at the following meeting or as soon as possible after the required by date.

### 3.4 INCIDENT PREVENTION

#### 3.4.1 RISK ASSESSMENT

Risk is defined as the likelihood of particular event associated with a hazard, ~~actually occurring~~.



In order to identify the degree of risk associated with site activities, a risk assessment should be carried on each construction activity, together with the associated work practices. Having analysed the process, safe work methods will be developed so that identified risks can be controlled and effectively managed. Further details can be found in the procedure PRSY-PR-023 - *Risk Management and Assessment*.

The risk assessment is carried out by:

- Identifying, evaluating and prioritising potential risks
- analysing treatment options based upon the likelihood and consequences of an event occurring
- assessing the treatment options and determine a strategy
- prepare a plan to reduce, transfer or avoid the risks
- implement the plan
- monitor and review the outcome

#### 3.4.2 JOB SAFETY ANALYSIS

The process of Job Safety Analysis (JSA) involves dividing a work activity into logical process steps and then analysing them to identify potential hazards. Should any hazards be identified, a 'hierarchy of controls' should be applied as follows:

- **Eliminate** the hazard
- **Substitute** the process
- **Isolate** the hazard from the people
- **Engineer** the controls (eg guarding)
- **Administrative** methods such as job rotation or work practice
- Use **Personal Protective Equipment (PPE)**

This process can be used either as part of the risk assessment process or independently as an analysis tool. Further details can be found in the procedure SFTY-PR-008 – *Job Safety Analysis*.



## 3.5 INJURY MANAGEMENT

### 3.5.1 FIRST AID

A first aid incident is a treatment that is carried out on site to an injured employee, but does not result in any lost time.

All qualified First Aiders will be identified on site by first aid stickers on their hard hats and their names posted on all notice boards. Similarly, the location of first aid facilities will be clearly identified.

Any first aid treatments must be recorded by the First Aider on the form SFTY-FM-001 - *Record of First Aid/Medical Treatments* together with a brief description of the injury. This information is to be reviewed monthly by the OH&S Committee to determine if any specific correction action may be required. A summary of all incidents is to be forwarded to the Safety Manager at the end of each month for review and forwarding to the Project Manager.

Further details can be found in the procedure SFTY-PR-004 – *First Aid and Medical Treatment Control and Reporting*.

### 3.5.2 MEDICAL TREATMENT

A medical treatment is a treatment that requires off-site medical aid to an injured employee, but does not result in any lost time or reduction in the capacity of that employee.

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Where applicable, the incident will be treated in accordance with the flowchart for *Injury Treatment...* The employee will be taken to a local clinic where contact has previously been established in order that the treating practitioner is familiar with the company policy towards work place incidents.

All medical treatments will be documented, reviewed and reported as per a first aid incident.

### 3.5.3 LOST TIME INJURIES

A lost time injury is an incident that results in lost working days for the injured employee.

Where applicable, the incident will be treated in accordance with the flowchart for SFTY-FC-001 *Injury Treatment Flowchart* or the SFTY-FC-002 *Emergency Response Flowchart*. In the event of a serious incident – ie one which is potentially life threatening, - the Safety Manager must be notified within 2 hours. Less serious LTI incidents must be reported to the Safety Manager via local management within 12 hours of the occurrence.

Further information is provided in the safety procedure SFTY-PR-015, *Incident Reporting and Investigation*. This procedure includes all WorkCover requirements.

### 3.5.4 REHABILITATION

In accordance with the Rehabilitation Policy, should the situation arise whereby an employee incurs a work related injury or illness, that employee will be provided with appropriate rehabilitation to assist in the early return to work to safe and suitable duties.

This process will be managed, in accordance with safety procedure SFTY-PR-005, *Claims and Rehabilitation Management*, by an appointed Return to Work Coordinator who is responsible for:

- liaising with the employee regarding their health and well being
- liaising with the treating doctor regarding the suitability of proposed alternative duties
- liaising with site line management regarding the application alternative duties
- managing all claims issues



### 3.6 WORKPLACE PROCEDURES

Part of the implementation of this Safety Management System will include the implementation of various Alliance Management Procedures as they apply to users of this Plan. Examples of these procedures include PRSY-PR-010 *Projects Audits* or PRSY-PR-011 *Project Induction Program*. For a complete list of these procedures, refer to PRSY-PR-001, *Index to Project System Management Manual*.

Various safety specific documentation will be developed and applied throughout this project. For a complete list of procedures, refer to SFTY-PR-001, *Index to Safety Management Manual*. The following is a list of safety procedures identified at the time of preparation of this plan that have not already been referenced within this document.

- SFTY-PR-002, *Verification of Qualifications*
- SFTY-PR-006, *Safety Tagging and Isolation*
- SFTY-PR-007, *Equipment and Machinery Verification and Testing*
- SFTY-PR-009, *Hearing Conservation*
- SFTY-PR-010, *Manual Handling Techniques*
- SFTY-PR-012, *Underground Personnel Control*
- SFTY-PR-013, *Confined Space Training & Control*
- SFTY-PR-011, *Tunnel Ventilation Checks*
- SFTY-PR-007, *Equipment and Machinery Verification & Testing*
- SFTY-PR-016, *Hand Tools*
- SFTY-PR-017, *Personal Protective Equipment (PPE)*
- SFTY-PR-018, *Scaffolding and Rigging*



The above list is indicative only and may or may not be updated during the life of the project. Further site or activity specific safety documentation will be prepared on a needs basis. A current register of safety procedures will be maintained at each work site by the document controller.

### 3.7 KEY SITE ACTIVITIES

Safety awareness will be actively promoted throughout the project to maximise safety attitudes and influence positive behaviour towards safety. The most effective form of promotion is via the example shown by managers and supervisors by demonstrating their commitment. A program of safety awareness posters will be put in place to complement safety talks.

A register of all site specific safe work procedures and JSA's will be maintained.

## 4 MEASUREMENT AND EVALUATION

### 4.1 SAFETY AUDITS

The Safety Manager (or delegate) will conduct inspections and internal audits for the Project Team. These audits will be conducted in accordance with Procedure PRSY-PR-010 *Project Audits*. The scope of these audits will include both safety system requirements, in accordance with this Plan, and site specific safety procedures.

Audits of the safety management system will be performed at least once every six months by suitably trained personnel who are independent of those persons having direct responsibility for implementation of the safety management system being audited.

The Project Team will cooperate fully with the Safety Manager and his audit team. An Audit Schedule will be prepared and maintained by the Safety Manager.



## 4.2 CORRECTIVE ACTIONS

A non-conformance occurs when a specified or defined requirement is not met. In safety terms, this may range from an employee failing to wear personal protective equipment to an unsafe work environment to a plant related issue. The non-conformance may be minor or it may be major. The purpose of the non-conformance system is to ensure that all faults are identified, documented and corrected. The documenting of faults has the advantages of providing a record and an expediting tool.

A non conformance is to be recorded on an Action Request form, together with the required Corrective Action. Corrective Actions are defined as the measure taken to rectify a system failure and prevent its recurrence. For safety related issues it is printed on pink paper to differentiate from other types of Action Requests.

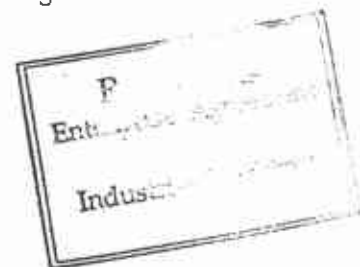
As well as Corrective Actions, which are a reactive process, a Preventive Action may be identified to eliminate potential causes of incidents or deficiencies. Further details can be found in Procedure PRSY-PR-009 *Nonconformance, Corrective and Preventive Action*.

## 4.3 SAFETY RECORDS AND REPORTS

Project Records shall be controlled in accordance with the requirements of System Procedure PRSY-PR-008 *Project Records and Archiving*, and forwarded to the Alliance Safety Manager.

Specific safety performance indicators to be recorded include:

- Average employees per month
- Total man-hours worked
- First aid and medical treatments
- Lost time injuries
- Number of lost days
- LTI Frequency rate =  $\frac{\text{No. of occurrences in period} \times 1,000,000}{\text{No. of man-hours worked}}$
- Ave. Time Lost rate =  $\frac{\text{No. of working days lost in period}}{\text{No. of lost time occurrences}}$



These statistics are to be used to monitor areas of injury and the frequency of occurrence to enable remedial corrective action to be instigated.

## 5 REVIEW AND IMPROVEMENT

### 5.1 MANAGEMENT REVIEW

Safety reviews will be a part of the process of regular reviews of the Alliance Management System. The first four Management Reviews will be held at a 3 monthly basis, then every 6 months until the completion of the project. Further details can be found in procedure PRSY-PR-007 *Management Review*.

The Safety Manager will review the effectiveness of the implementation of workplace safety in accordance with the above procedure. Unscheduled reviews may be initiated as an immediate response to a major safety non-conformance.





The agenda for Safety Management Reviews will typically include, but not necessarily be limited to, a review of the following:

- progress and effectiveness of the implementation of the Safety Plan
- adequacy of allocated resources for the management of workplace safety
- changes to the organisation
- changes to safety management standards, statutory legislation, etc
- results of internal and external (by others) safety audits
- major safety non-conformances, effectiveness of corrective and preventive actions, adequacy of training, etc
- potential improvements in the Safety Management System.

The Safety Management Reviews will be minuted together with any required actions, including responsibility and target dates.

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### 5.2 KEY PERFORMANCE INDICATORS

Objective	Measurement Criteria	Frequency of Review
To provide a safe working environment	Zero LTI's or medical treatments	Monthly Alliance & sub contractor reports
To achieve 100 weeks of no LTI's	Zero LTI's	Monthly Alliance & sub contractor reports
To comply with all OHS statutory requirements	Zero Work Cover prohibition notices resulting in workplace stoppages	Monthly Alliance & sub contractor reports
To induct all personnel in safety practices	100% of employees, visitors & sub-contractors are to be inducted within 1 week of commencement	Monthly Alliance & sub contractor reports
To ensure all field personnel receive continuing training via tool box meetings	To maintain 100% attendance at tool box meetings, held monthly plus as new work practices dictate.	Monthly Alliance & sub contractor reports
To maintain a preventative action program of identifying and eliminating hazards through inspections, safety walks, JSA's etc.	Zero incidents	Monthly Alliance & sub contractor reports
To maintain an ongoing program of safety reviews	To close out all actions by the specified dates	All meetings where OH&S is an agenda item.

### 5.3 CONTINUING IMPROVEMENT

A strategy of continuing improvement will be carried out, aimed at providing added benefits to the health and safety of personnel and the environment. This will be achieved by a regular review of project performance as measured against the project key performance indicators. It involves the following actions:

- making comparisons between performance and targets, analysing any variances and identifying areas of opportunity for improved project performance



- determining the root cause of Non-Conformance or deficiencies
- developing and implement plans of corrective and preventive action to address the root cause
- verification of the effectiveness of actions taken
- documentation of any changes in procedures resulting from process improvement

#### 5.4 IDENTIFICATION OF BREAKTHROUGH OPPORTUNITIES

The success of the project will be measured by the achievement of the five project objectives, one of which is safety. To achieve these objectives and meet the commitments made in the Commitment Statement, breakthroughs will need to be made.

- A Breakthrough results in a significant improvement in performance beyond that of incremental improvement. Breakthroughs are unpredictable, unprecedented and are an interruption in the business as usual performance or approach. They mean a resetting of the business as usual by a step improvement rather than continuous or incremental improvement.

While breakthroughs cannot be planned or anticipated, a 'safety champion' from the Alliance Implementation Team (AIT) has been appointed to ensure that the action plans are developed and implemented. These action plans establish a base from which breakthroughs can occur.

