

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/202

**TITLE: Transfield Pty Ltd Burrenjuck Dam Hydropower Station Civil
Construction Works Enterprise Agreement 2000**

I.R.C. NO: IRC00/2596

DATE APPROVED/COMMENCEMENT: 6 July 2000

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 25 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 29

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Applies to all Transfield employees engaged to perform civil
construction work related to the Hydro Power Station at Burrinjuck Dam**

**PARTIES: Construction, Forestry, Mining and Energy Union (New South Wales Branch)
-&- Labor Council of New South Wales, The Australian Workers' Union, New South
Wales, Transfield Pty Limited**



TRANSFIELD PTY LTD

BURRINJUCK DAM HYDRO POWER STATION CIVIL CONSTRUCTION WORKS

ENTERPRISE AGREEMENT

2000



Transfield Pty Ltd

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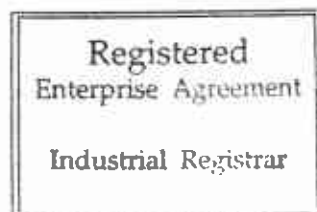
CONTENTS

1.	TITLE	3
2.	PERIOD OF OPERATION	3
3.	OBJECTIVES	3
4.	RELATIONSHIP TO RELEVANT AWARDS	3
5.	SCOPE	4
6.	PARTIES AND PERSONS BOUND	4
7.	RATES OF PAY	4
8.	NO EXTRA CLAIMS	6
9.	HOURS OF WORK	6
10.	SHIFT WORK	8
11.	REST PERIODS AND CRIB TIME	10
12.	OVERTIME	10
13.	WEEKEND WORK	12
14.	PUBLIC HOLIDAYS AND HOLIDAY WORK	12
15.	MEAL ALLOWANCE	13
16.	ANNUAL LEAVE	14
17.	SICK LEAVE	14
18.	BEREAVEMENT LEAVE	15
19.	JURY SERVICE	15
20.	TIME RECORDS	16
21.	PAYMENT OF WAGES	16
22.	DEFINITIONS	17
23.	REDUNDANCY	18
24.	UNION DELEGATE	18
25.	POSTING OF AGREEMENT	18
26.	INCLEMENT WEATHER	19
27.	SETTLEMENT OF DISPUTES/GRIEVANCE PROCEDURE	19
28.	SUPERANNUATION	20
29.	INSURANCE	20
30.	LONG SERVICE LEAVE	20
31.	PROTECTIVE CLOTHING	20

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32. DEMARCATION	21
33. RIGHT OF ENTRY	22
34. AGREEMENT NOT TO BE USED AS A PRECEDENT	23
35. LIVING AWAY FROM HOME ALLOWANCE	23
36. SIGNATORIES	25
SCHEDULE 1	26
SCHEDULE 2	27
SCHEDULE 3	28





1. TITLE

This Agreement shall be known as the Transfield Pty Ltd Burrinjuck Dam Hydro Power Station Civil Construction Works Enterprise Agreement 2000.

2. PERIOD OF OPERATION

This Agreement shall come into operation on and from date of ratification and shall remain in force for a period of one (1) year or until practicable completion of the project.

3. OBJECTIVES

The parties to this Agreement agree that its 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 Worlds Best Practice.

This is a process of constantly changing and adapting to new procedures and work methods. Worlds Best Practices are not fixed. At any particular point in time, it is the method of operation to achieve exemplary levels of performance. Worlds 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 Programme includes:

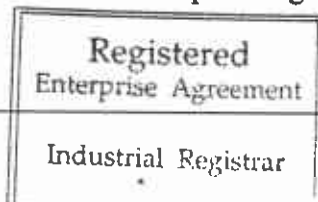
- ❖ Understanding and measuring client's needs;
- ❖ Multi-skilled workforce;
- ❖ Flexible workforce, committed to change (working hours, elimination of demarcation etc.);
- ❖ Employee involvement;
- ❖ Provision of a healthy and safe working environment and work practices;
- ❖ The achievement of excellence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

4. RELATIONSHIP TO RELEVANT 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 National Metal and Engineering on Site Construction 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.





5. SCOPE

This Agreement shall govern the employment of all Transfield employees engaged to perform civil construction work related to the Hydro Power Station at Burrinjuck Dam, New South Wales, within classifications of employees set out in the Clause 7 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.

The scope of works that is included in the Hydro Power Station Civil Works Project are described as being the civil construction works that will provide the foundation upon which the power station will be built and includes:

- ❖ Drilling and blasting excess rock;
- ❖ Concrete and civil works;
- ❖ Materials Handling and associated activities.

6. PARTIES AND PERSONS BOUND

For the purposes of negotiating and finalising this Agreement, the parties were fully represented by a single bargaining unit, under the Chairmanship of the New South Wales Labour Council, consisting of the following representatives:

- ❖ Transfield Pty Ltd;
- ❖ Labour Council of New South Wales
- ❖ The Australian Workers' Union, New South Wales Branch
- ❖ Construction, Forestry, Mining and Energy Union, New South Wales Branch.

7. RATES OF PAY

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

Employees – Category 1
Tower Crane Operators

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Employees – Category 2

All Tradespersons
Mobile Crane Operators 41-65 tonnes
Rigger/Dogman (as defined)

Employees – Category 3

Mobile Crane Operators upto 40 tonnes

Employees – Category 4

Labourer

Rates

	From Commencement of Project	From 1 May 2000	From 1 Sep 2000
Category 1	\$807.50	+2.5%	+2.5%
Category 2	\$679.44	+2.5%	+2.5%
Category 3	\$657.78	+2.5%	+2.5%
Category 4	\$633.08	+2.5%	+2.5%

Additional classifications of employment can be added to the above matrix by agreement between the company and the applicable union/s.

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.

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

Additional Allowances

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

Leading Hand Allowances

In-charge of 1 employee	\$0.31 cents p/hr
In-charge of 2-5 employees	\$0.69 cents p/hr
In-charge of 6-10 employees	\$0.88 cents p/hr
In-charges of more than 10 employees	\$1.17 cents p/hr





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.

Fares

A fare 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, but does not include excess fares and travel.

Crane Operation Allowance

A mobile 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.

Productivity/Site Allowance

There shall be no additional site/productivity allowance paid on this project. The rates of pay have been adjusted to take into account the unusual nature of this project.

8. 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.

9. HOURS OF WORK

9.1 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 programme 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.

9.2 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 the work location, an assessment will be made as to which method of implementation best suits the programme 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.

9.3 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.

9.4 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.

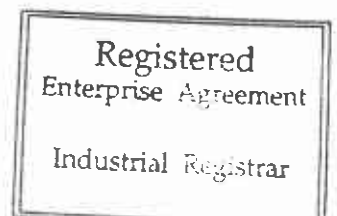
An individual employee, with this Agreement of the Company, may substitute the day the employee is to take off for another day.

9.5 Flexibility – Rostered Days Off

Due to the special nature of this project employees, by mutual agreement, may accrue a maximum of six (6) RDOs to be taken at a mutually agreed time.

9.6 Meal Break

There shall be a cessation of work of not less than thirty (3) minutes duration between 12.00 noon and 2.00pm for day workers to take an unpaid Meal Break.





10. SHIFT WORK

10.1 Shift Work Definitions

- ❖ “**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 through 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.

10.2 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.

10.3 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.

10.4 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.

10.5 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, ie. shift loadings do not apply in addition to penalty provisions such as overtime, etc.

10.6 Sundays and Public Holidays

Where shifts commence between 11.00pm 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.

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.

10.7 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.

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28 May 2000



10.8 Meal Break

A meal break of twenty (2) minutes to be counted as paid time shall be allowed no later than five (5) hours after the commencement of each shift to allow shiftworkers to take a meal break.

11. REST PERIODS AND CRIB TIME

They shall be allowed, without deduction of pay, a rest period of 10 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 9.

Where shift work comprises three continuous and consecutive shifts of eight hours each 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.

12. 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 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 (4) 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 four 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 subclause 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 subclause shall apply in the case of shift workers as if eighth 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.

13. 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 four hours 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.

14. 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 Sunday, 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:

- 14.1 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.
- 14.2 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.
- 14.3 Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.
- 14.4 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.
- 14.5 Absence arising by termination of employment by the employee shall not be reasonable cause.

15. 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.



16. ANNUAL LEAVE

The Annual Holidays Act of NSW shall apply.

16.1 Annual Leave Loading

In addition to the payment prescribed in this subclause 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.

17. 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 to account of such illness or injury to attend for duty on the date 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 or 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 in 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.

18. 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.

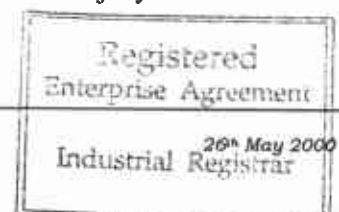
Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

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

19. 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/she 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.

20. 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 Service 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 and 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.

21. PAYMENT OF WAGES

21.1 Pay Day 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.

21.2 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 RDO entitlement;
- xi) ACIRT contributions;
- xii) Fares and travel

22. DEFINITIONS

“Burrinjuck Dam Hydro Power Station Civil Construction Works Project” means the construction of civil works at Burrinjuck Dam near Yass, New South Wales.

“Certified Agreement” means Transfield Pty Ltd Burrinjuck Dam Hydro Power Station Civil Construction Works Enterprise Agreement 2000.

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

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26th May 2000



"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.

"Rigger/Dogman" means an adult employee responsible for the rigging involved in the erection, placing in position, dismantling of structural steel, plant, buildings, machinery, equipment and like and working with cranes in dogman duties.

22.1 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%.

23. REDUNDANCY

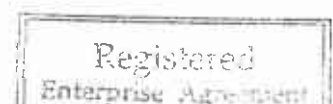
The Company shall make a contribution of \$56.00 per week on behalf of each employee excluding apprentices into an agreed Industry Redundancy Fund. This is in lieu of any other redundancy entitlements.

24. 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 27 Settlement of Disputes, may be observed.

25. POSTING OF AGREEMENT

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



Industrial Registrar 26th May 2000



26. INCLEMENT WEATHER

“Inclement Weather” shall mean the existence of rain or abnormal climatic conditions (wether they 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 site based union delegates 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.

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.

27. 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 without exception:

- ❖ 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 endeavour to resolve the issue between the parties.
- ❖ While the above steps are being carried out, the parties shall ensure that work continues normally.

28. SUPERANNUATION

The company shall make superannuation contributions of \$65.00 per week or the S.G. 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.

29. INSURANCE

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

30. 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.

31. 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 30th 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.

32. 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 reasonably 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 far as any other description or method of work, site, location, Agreement (Certified or otherwise) or Agreement (State or Federal) may be concerned.

33. 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, the Enterprise 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 different therefrom:

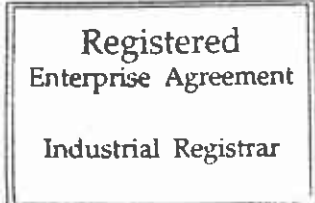
(Name of Organisation)

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)





34. 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.

35. LIVING AWAY FROM HOME

Living Away From Home Entitlements

This clause will operate to the exclusion of Clause 24 of the National Building and Construction Industry Award 1990 (NBCIA) Clause 9 of the National Metal and Engineering On-Site Construction Industry Award 1989 (MECA) Clause 7 of the Electrical Contracting Industry (State) Award, and Clause 26 of the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award.

Eligibility for Living Away From Home Entitlements

The eligibility of an employee for living away from home entitlements whilst employed on the Project Site will be determined by the Employee's declared place of residence. An employee will not be eligible for living away from home entitlements whilst employed on the Project Site unless he/she has made a declaration as to his/her place of residence in accordance with sub-clause Declared Place of Residence below, prior to engagement on the Project Site.

An employee will not be permitted to commence work on the Project Site unless he/she has completed a declaration as to his/her place of residence as required by this clause.

If the employee's declared place of residence is outside the area marked on the map on Schedule 2, then subject to the subclauses below, he/she will be eligible for living away from home entitlements under this clause.

If the employee's declared place of residence is within the area marked on the map on Schedule 2, then he/she will not be eligible for living away from home entitlements under this clause.

An existing employee of an employer, except an employee in a classification in the NBCIA, whose declared residence is outside the area marked on the map in Schedule 2, and who requests that he/she be transferred to work on the Project Site, will not be eligible for living away from home entitlements.

An employee, except an employee in a classification in the NBCIA, whose declared residence is outside the area marked on the map in Schedule 2, but who elected when applying for employment on the Project Site, to be considered for



employment as though he/she does not live outside that area, will not be eligible for living away from home entitlements.

Declared Place of Residence

Applicants for Employment at the Project Site

All applicants for employment on the Project Site must complete a declaration as to their place of residence in the terms included in Schedule 3.

The declaration will determine eligibility for living away from home entitlements for the entire period of employment on the Project Site. An employee's subsequent change of residence, unless directed by an employer, will not change his/her eligibility status under this clause.

Existing Employees who are transferred to work on the Project Site

Existing employees who are being considered by an Employer for transfer to work on the Project Site, must complete a declaration as to their place of residence in the terms included in Schedule 3.

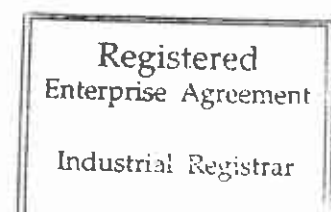
The declaration will determine eligibility for living away from home entitlements for the entire period of employment on the Project Site. An employee's subsequent change of residence, unless directed by an employer, will not change his/her eligibility status under this clause.

Entitlements for Eligible Employees

Eligible employees will have the following living away from home entitlements.

In the case of employees in classifications contained in the NBCIA, the benefits (as at the date this agreement is signed) contained in sub-clauses 24(3) and (4) of the NBCIA.

In the case of other employees, the benefits (as at the date this agreement is signed) contained in sub-clauses (b) and (e) of MECA.





37. SIGNATORIES

Transfield Pty Ltd

Signature: [Handwritten Signature]
Witness: [Handwritten Signature]
Dated this 29th day of May 2000/1999.

The Labor Council of New South Wales

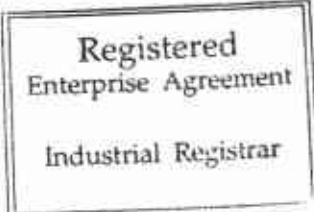
Signature: [Handwritten Signature]
Witness: [Handwritten Signature]
Dated this 30th day of May 2000/1999.

The Australian Workers' Union, New South Wales Branch

Signature: [Handwritten Signature]
Witness: [Handwritten Signature]
Dated this 30th day of May 2000/1999.

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

Signature: [Handwritten Signature]
Witness: [Handwritten Signature]
Dated this 29th day of May 1999/2000.





SCHEDULE 1

DECLARATION FOR THE PURPOSES OF CLAUSE 36 OF THE TRANSFIELD PTY LTD BURRINJUCK DAM HYDRO POWER STATION CIVIL CONSTRUCTION WORKS PROJECT AGREEMENT

“Place of Residence”

I, _____, hereby declare that:
[insert full name]

1. I, have been provided with a copy of Schedule 2 of the Transfield Pty Ltd Burrinjuck Dam Hydro Power Station Civil Construction Works Project Agreement, which contains a map showing an area surrounding the project site.
2. My place of residence is recorded below and is inside/outside the area marked on the map included in the Schedule to the above.

My place of residence is [insert address] _____

DECLARED this _____ day of _____ 19 _____

[signature]

[signature - Witness]

Name: _____ [print]

Name: _____ [print]

Registered
Enterprise Agreement
Industrial Registrar



SCHEDULE 2

ELECTION FOR THE PURPOSES OF CLAUSE 36 OF THE TRANSFIELD PTY LTD BURRINJUCK DAM HYDRO POWER STATION CIVIL CONSTRUCTION WORKS PROJECT AGREEMENT

I, _____, hereby acknowledge that:

1. I have been provided with a copy of Schedule 2 of the Transfield Pty Ltd Burrinjuck Dam Hydro Power Station Civil Construction Works Project Agreement containing a map on which is marked an area surrounding the project site.
2. I have made a declaration that my place of residence is outside the area marked on the map.
3. I **ELECT** to be considered for employment on the project site as if my place of residence is within the area on the map.
4. I **UNDERSTAND** that if I make this election and accept an offer of employment on the project site, I will be employed in accordance with the terms of the Transfield Pty Ltd Burrinjuck Dam Hydro Power Station Civil Construction Works Project Agreement and will have no entitlements to living away from home benefits.
5. I **UNDERSTAND** that I am under no obligation to make this election, and I have done so freely.

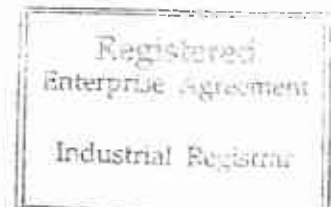
DECLARED this _____ day of _____ 19 _____

[signature]

[signature-Witness]

Name _____ [print]

[print]

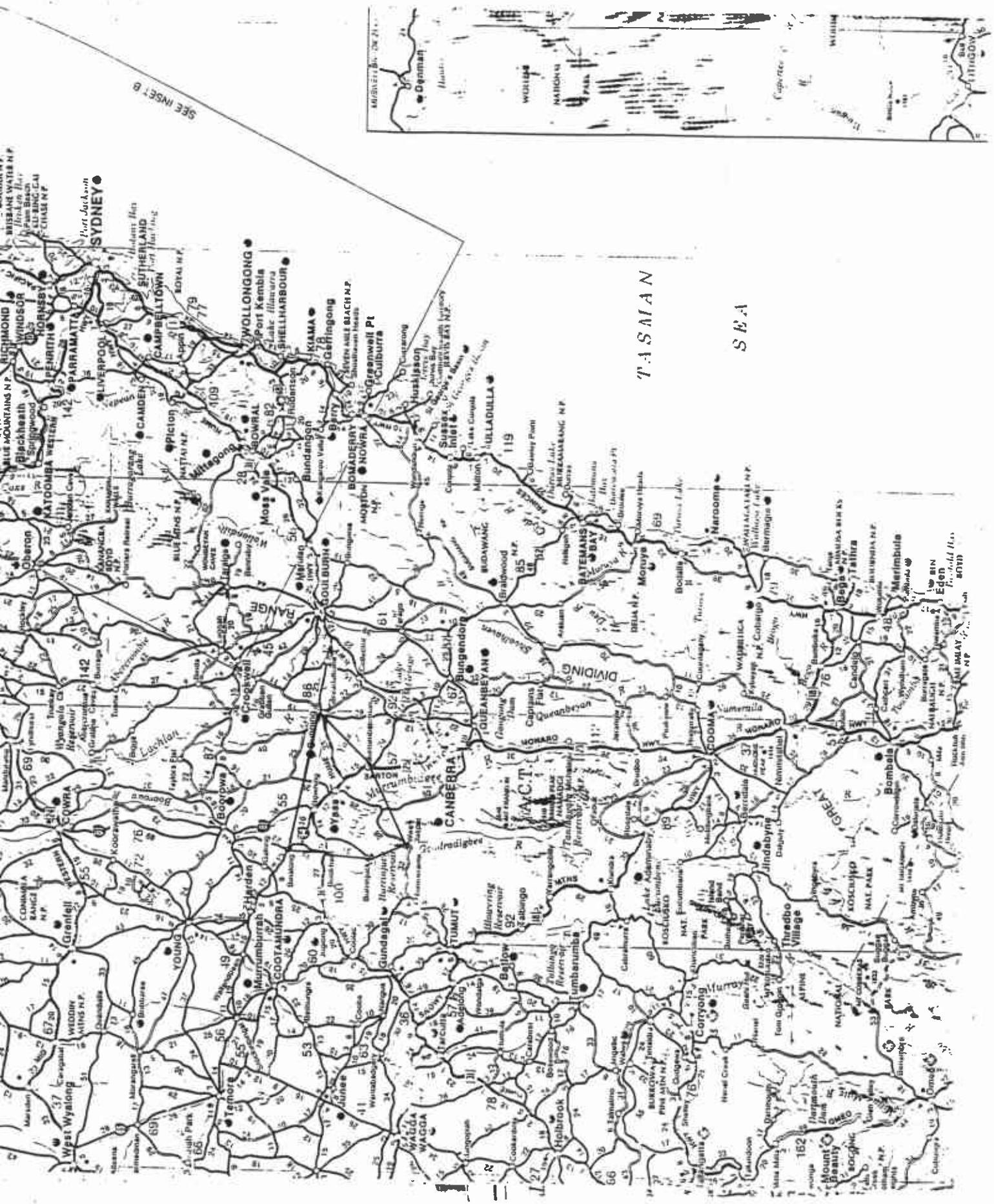




SCHEDULE 3

DISTRICT MAP





Registered
Enterprise Agreement
Industrial Registrar