

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/183

TITLE: Stadium Australia Homebush Strathayr Site Specific Agreement 2001

I.R.C. NO: 2001/2857

DATE APPROVED/COMMENCEMENT: 9 May 2001/5 April 2001

TERM: Until the duration of the project

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 29 JUNE 2001

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees works in StrathAyr who are engaged in laying of the turf system at the Homebush Site.(will remain in force until the duration of the project).

PARTIES: Stadium Australia -&- The Australian Workers' Union, New South Wales.



**STADIUM AUSTRALIA HOMEBUSH STRATHAYR
SITE SPECIFIC AGREEMENT 2001**

BETWEEN

**STRATHAYR TURF SYSTEMS PTY LTD
ACN 079 066 550**

&

**AUSTRALIAN WORKERS UNION
GREATER NEW SOUTH WALES BRANCH**



STADIUM AUSTRALIA HOMEBUSH STRATHAYR

SITE SPECIFIC AGREEMENT 2001

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1.0 INTRODUCTION

1.1 This is an Industrial Agreement between StrathAyr Turf Systems Pty Ltd ("StrathAyr"), its employees who are engaged on contracted works at the Stadium Australia, Homebush site, and The Australian Workers' Union, Greater NSW Branch ("the AWU").

1.2 This agreement shall regulate the wage rates and conditions of employment for employees of StrathAyr engaged in the laying of the turf system at the Homebush site in the various and relevant categories so described herein. This agreement shall not carry over or apply to any works off-site.

2 APPLICATION AND SCOPE

This Agreement will be observed by StrathAyr and the AWU and the employees whilst engaged on work as defined in sub-clause 1.2. This Agreement does not have flow-on effects or implications to other projects.

3 DURATION OF THE AGREEMENT

This Agreement shall come into force from the commencement of the works on site on the 5th April 2001 or such other commencement date and shall remain in force for the duration of the project.

4 NO FURTHER CLAIMS

No variation or amendment to this Agreement shall be sought or entertained by any of the parties during the term of this Agreement.

5 APPLICATION OF AWARDS

This Agreement shall be read in conjunction with either the Landscape Gardeners (State) Award or the Plant, &c., Operators on Construction (State) Award of N. S. W. as applicable, and shall prevail to the extent of any inconsistency with the relevant Award. Where there is no inconsistency the relevant Awards shall apply.

6 RATES OF PAY

6.1 A site allowance shall be paid known as the Project Productivity Incentive Payment (currently totalling \$1.85 per hour).



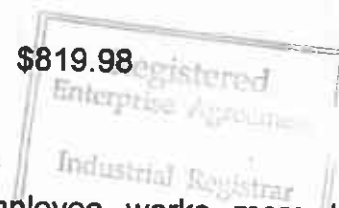
This payment will be paid to employees on RDO's for any time spent training and for all production work on site. This payment shall not apply to annual leave, public holidays or sick leave.

All monetary entitlements, which continue to apply to the employees under the award, shall not be increased during the term of this Agreement.

This allowance payment shall be paid to all individual employees on site.

6.2 The following gross rates of pay and allowances shall apply to the appropriate classifications.

Classification	38 Hours per week
Landscape Gardener (100%)	\$715.10
Landscape Gardener Assistant Tradesperson (92%)	\$691.16
Labourer (83%)	\$636.82
Leading Hand Building and Construction Worker (Operator)	\$819.98
Other Allowances	
Meal Allowance	\$15.00 (where employee works more than 1.5 hours after completion of eight (8) hours of ordinary time in any one day).
First Aid Allowance	\$9.00
Country Work Allowance	\$288.80
Travelling Allowance:	\$22.00 per day
Meals	\$15.00
Accommodation	\$39.70



6.3 A Travel Allowance of \$22.00 per day of attendance for work at the site shall be payable to each employee covered by this agreement

7 REDUNDANCY PAY

StrathAyr shall be registered with the agreed redundancy scheme INCOLINK (for the duration of this project, level of payment being \$60.00 per week or part thereof).

8 SUPERANNUATION

StrathAyr shall contribute into the Construction Industry Superannuation Fund (C + BUS) whilst employees are engaged on-site, a payment or contribution into the fund for each employee of, \$70.00 per week or part thereof, or as per the SGL 8% of ordinary-time earnings, rising to 9% from 1/7/2002, which ever is the greater.

9 LONG SERVICE LEAVE BOARD

StrathAyr shall be registered with the Construction Industry Long Service Leave Board and shall register each employee so engaged on this project with the Board.

10 CONTRACTUAL OBLIGATION

StrathAyr agrees to comply in spirit with the general requirements of the Stadium Australia Homebush Bay Project Industrial Agreement

11 WORKERS COMPENSATION INSURANCE

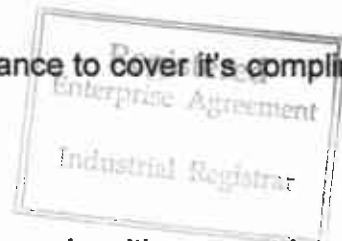
StrathAyr shall carry sufficient Workcover insurance to cover it's compliment of employees engaged on-site.

12 PROTECTIVE FOOTWEAR AND CLOTHING

All employees will be required to attend for work with appropriate safety footwear. New employees of StrathAyr will be provided with safety footwaer on commencement of such employment. Employees each year will be issued with the following clothing:

- (i) In April, the option of 2 Sloppy-joe's and 1 T-shirt or 1 Sloppy-joe and 1 Jacket and
- (ii) In October 3 polo T- shirts

Clothing so supplied shall comply with Australian Standard No 4399 and this clothing is required to be worn to protect against exposure to UV Rays.



13 ON-SITE SAFETY

StrathAyr and all of its employees engaged on-site for the duration of the project agree to comply with the established Safety Codes of Conduct contained in the Stadium Australia Homebush Bay Project Industrial Agreement

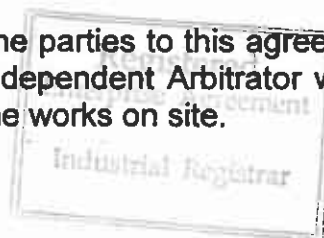
14 SETTLEMENT OF DISPUTES PROCEDURE

- 14.1 Disputes of claims arising between StrathAyr and all or any of its employees and/or union representatives with respect to any matters affecting work at the site shall be handled in accordance with the following procedure without recourse to industrial action, bans, or work limitations.
- 14.2 Any grievance or claim, whenever possible will be settled by discussion on the job between the employee concerned and his/her supervisor. Alternatively, the worker may elect for personal reasons, to have his/her shop steward take up the problem on his/her behalf.
- 14.3 If the matter is not resolved at this level, the matter will be further discussed between the affected worker, the shop steward, the supervisor on that particular job and a senior company official.
- 14.4 Should the matter remain unresolved, the shop steward shall advise his/her union organiser who will then discuss the matter with the Industrial relations Officer of the company.
- 14.5 If the matter is still unresolved, the parties may notify the Industrial Relations Commission of New South Wales of the dispute.
- 14.6 Notwithstanding the above, should the parties to this agreement agree, the matter may be referred to an Independent Arbitrator who shall be appointed to act for the duration of the works on site.

14.B ANTI-DISCRIMINATION

14B.1 It is the intention of the parties to this Agreement to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

14B.2 It follows that in fulfilling their obligations under the dispute resolution procedure set out in this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make



application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.

14B.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

14B.4 Nothing in this clause is taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under s56 of the Anti-Discrimination Act 1977;
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the Anti-Discrimination Act 1977 provides:

"Nothing in this Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

15 HOURS OF WORK AND OVERTIME

15.1 The ordinary hours of work shall be 38 per-week in accordance with the relevant award.

The employer may require the working of reasonable overtime including Saturdays, Sundays and public holidays.

Overtime will be paid in accordance with the provisions of the Landscape Gardeners (State) Award or the Plant, &c., Operators on Construction (State) Award of N.S.W as applicable.

15.2 Rostered days off (RDOs) shall operate on the basis set out for the site by agreement between the unions and the head contractor.

16 ELECTRONIC FUNDS TRANSFER

All wages shall be paid by electronic funds transfer into a bank account designated by the respective employee.



17 TOP UP INSURANCE & 24 HOUR PERSONAL ACCIDENT COVER

Each employee shall be provided with both top up insurance and 24 hour personal accident insurance. Benefits afforded by such cover shall be equivalent to the benefits provided for in Clause 19 of the Stadium Australia Homebush Bay Project Industrial Agreement which is attached to this Agreement as attachment 'A'.

18 SITE INDUCTION

All employees shall be inducted into the site by management in a manner which eliminates the propensity for any illicit work practices to prevail and this induction shall give full consideration to the document known as Stadium Australia Homebush Bay Project Industrial Agreement

19 RIGHT OF ENTRY

Duly accredited Officials of the Union shall have Right of Entry to any area on-site where work is being conducted by the Company for the purpose of interviewing employees, and/or the inspection of records, wage rates, Award and/or Agreement breaches in accordance with the rights afforded under relevant Acts or to investigate compliance with safety regulations.

20 PICNIC DAY

The Company shall receive proof of attendance at the industry picnic day (ticket purchase) before payment is made to the employee for that day. No work is to be carried out on picnic day on site without the consent of both parties having been first obtained in writing.

StrathAyr Turf Systems Pty Ltd

Name

Title

Registered Enterprise Agreement
Industrial Agreement
PROJECT MANAGER

DATED THIS 4th DAY OF APRIL

Australian Workers Union

Name

Title

2001

2001

Project Agreement for Olympic Stadium, Homebush Bay

18.2 Safety Management Plan

Multiplex shall co-ordinate meetings between subcontractors and employees so as to plan, document and implement a Safety Management Plan for the project.

The Safety Management Plan shall document the project's OH&S requirements for all levels of Multiplex's management, subcontractors and employees.

(Minimum provisions for the Safety Management Plan are contained in Annexure B).

The Safety Management Plan may be amended by the parties from time to time.

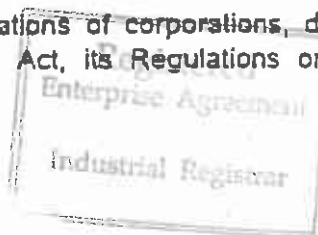
18.3 Security

The following measures are to ensure security on the project, and thereby improve safety.

Multiplex shall construct a perimeter fence and security gate, and engage a security firm to patrol the project 24 hours a day; access to the project shall only be granted to an employee who produces his/her identity card.

Identity cards are not transferable to another person, under any circumstances; and in the case of a lost card, the employee's identity will be confirmed by his/her employer prior to a temporary identity card being issued. Ultimately a replacement identity card will be issued.

Nothing in this clause shall override the obligations of corporations, directors and management, or employees under the OH&S Act, its Regulations or associated legislation.

**19. WORKERS COMPENSATION**

Multiplex and subcontractors shall ensure that all persons engaged to work on the project are covered by workers' compensation insurance.

Multiplex, subcontractors and employees shall adopt the following Workers' Compensation Agreement's procedures for the expedited payment of workers compensation. The procedures are:

- (a) all employees shall report injuries and comply with claims requirements at the earliest possible date after injury;
- (b) in cases where the employee is not in a position to comply with the above procedure, the subcontractor or union representative will assist him/her in fulfilling the claims requirements; and
- (c) subcontractors shall submit, and assist the processing of, all claims expeditiously.

In addition to the above procedures, Multiplex shall ensure that subcontractors are aware of, and abide by, the following requirements:

Project Agreement for Olvmo Stadium, Homebush Bay

- telephone the insurer with details of the claim on receipt of the claim and medical certificate;
- (ii) forward claim documentation relating to the persons injury at the earliest possible date to the insurer;
- (iii) within five (5) working days of the claim documentation, but in no case later than on the second pay-day following the date of the occurrence of the injury, the insurer will authorise by telephone the payment of compensation to the employee or deny liability for the claim, and where approval is given the employee will receive compensation benefits without undue delay.
- (iv) the Principal Contractor must be notified of all accidents on site immediately. The Principal Contractor and subcontractors must ensure that any injury is reported in the site accident book.
- where an employee has been injured on-site and liability is not disputed by the employer, the employee will immediately receive weekly compensation payments".

TOP UP WORKERS COMPENSATION AND ACCIDENT INSURANCE

Each subcontractor will effect and maintain, with an insurer of its choice, Top-Up Workers' Compensation Insurance for each of their employees employed on-site.

Each subcontractor will effect and maintain, with an insurer of its choice, a 24-hour Death, Permanent Disability and Income/Accident Insurance Cover for each of their employees employed on-site at any agreed level of benefits/coverage.

Registered
Enterprise Agreement
Industrial Registrar

UPERANNUATION

All employees engaged on the project shall be enrolled into either the C+ BUSS or an agreed superannuation scheme.

From the date of their commencement on the project, a minimum contribution of \$50.00 per week shall be made on behalf of each employee into C+ BUSS or an agreed scheme. The superannuation contribution shall be indexed quarterly by the all capitals CPI from 1 January 1998.

Further, subcontractors engaged on the project will be up to date with any superannuation obligations prior to commencing working on the project.