

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/208

TITLE: Transfield Pty Ltd Sydney JUHI Expansion Certified Agreement 1998

I.R.C. NO: 98/3755

DATE APPROVED/COMMENCEMENT: 23 July 1998

TERM: Duration of Project (approximately 12 months)

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Transfield Pty Ltd employees engaged to perform excavation, pipe fabrication and installation and other associated works for the Joint User Hydrant Installation at Sydney Airport.

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

Registered Enterprise Agreement Industrial Registrar
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TRANSFIELD PTY LTD

SYDNEY JUHI

Registered
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EXPANSION PROJECT

CERTIFIED AGREEMENT,

1998



Transfield Pty Ltd

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1. TITLE

This agreement shall be known as the Transfield Pty Ltd Sydney JUHI Expansion Certified Agreement 1998.

2. PERIOD OF OPERATION

This agreement shall come into operation on and from date of approval and shall remain in force for the duration of the project.

3. RELEVANT AWARDS

The National Metal and Engineering on Site Construction Award.

The General Construction and Maintenance Civil Engineering (State) Award.

The National Building and Construction Industry Award



4. SCOPE

This Agreement shall govern the employment of all Transfield employees engaged to perform excavation, pipe fabrication and installation and other associated works for the Joint User Hydrant Installation at Sydney Airport, within classifications of employees set out in the Clause 7 Rates of Pay.

This agreement shall operate in conjunction with relevant Industrial Awards and to the extent of any inconsistency between this Agreement and the relevant Award this agreement shall prevail. This agreement shall not apply to persons engaged off site who perform delivery or pickup services, or who perform periodic maintenance duties on site to plant or facilities. This agreement shall also govern the employment of subcontractors engaged on the project except for clauses 6 & 7.

5. PARTIES AND PERSONS BOUND

For the purposes of negotiating and finalising this Agreement, the parties were fully represented by a single bargaining unit, consisting of the following representatives:

- The Australian Workers' Union, New South Wales
- Construction, Forestry, Mining and Energy Union (New South Wales Branch)

6. CONTRACT OF EMPLOYMENT

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6.1. Weekly Hire

Except as to casual labour, employment shall be by the week.

An employee to become entitled to payment on a weekly basis shall, perform such work within the employees competence as the Company shall from time to time require the employee to perform.

6.2. Casual Labour

A casual employee is one engaged and paid as such. Provided that a casual employee shall not be engaged for more than four weeks duration.

A casual employee for working ordinary time shall be paid 1/38th of the applicable weekly wage rate prescribed herein for each hour so worked, plus a loading of 20%. The 20% loading prescribed herein is in lieu of all paid leave and public holidays and to compensate for the nature of casual employment.

A casual employee shall be paid for a minimum of three hours work.

6.3. Termination of employment

Except in the case of a casual employee, one week's notice of termination of employment shall be given on either side or one week's pay shall be paid or forfeited.

Nothing in this clause shall affect the right of the company to dismiss an employee without notice for serious and wilful misconduct or refusing duty.

Termination of employment by the company shall not be harsh, unjust or unreasonable.

For the purposes of this clause, termination of employment shall include termination with or without notice.

6.4. Stand-Down

Provided, that this shall not affect the right of the company to deduct payment for any day the employee cannot be usefully employed because of any strike by employees or any union or through any breakdown of machinery or any stoppage of work by any cause for which the company cannot reasonably be held responsible.

7. RATES OF PAY

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

- | | | |
|----|--|----------|
| 1. | Employees – Category 1
Special Class Tradesperson
Mobile Crane Driver over 100 tonnes
Tractor Operator over 450kw. | \$731.30 |
| 2. | Employee – Category 2
All Tradespeople
Mobile Crane Driver 40 to 100 tonnes
Tractor Operator over 220 kw to 450kw
Rigger/Dogman (as defined) | \$710.00 |
| 3. | Employee – Category 3
Tractor Operator over 48kw to 220kw
Mobile Crane Driver to 40 tonnes
Rigger
Dogman
AWU Civil Construction Workers Grade 4 & 5 | \$688.00 |
| 4. | Employee – Category 4
AWU Civil Construction Worker Grade 1-3 | \$673.55 |



Rates

Category	From Commencement of Project – per hour	From 1 November 1998	From 1 May 1999	From 1 November 1999
1	\$19.24	\$19.67	\$20.11	\$20.56
2	\$18.68	\$19.10	\$19.52	\$19.95
3	\$18.10	\$18.50	\$18.91	\$19.33
4	\$17.72	\$18.11	\$18.51	\$18.92

Additional Allowances

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

1. *Leading Hand Allowances*

In-charge of 2-5 employees	\$23.65/w
In-charge of 6-10 employees	\$29.30/w
In charge of more than 10 employees	\$39.80/w

2. *Tool Allowance*

A Tool Allowance shall be paid to Tradesmen in accordance with the provisions of their relevant award.

3. *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 \$7.60 per week.

4. *Fares*

A fares allowance of \$17.45 per day shall be paid to an employee working under this agreement for each day so worked. This allowance shall be in substitution of the relevant parent award provisions.

5. *Productivity Allowance*

A Productivity Allowance of \$1.00 per hour has been incorporated into the wages rates to compensate for the non payment of disability allowance or like allowances found in the relevant parents awards. The parties to this agreement have been fully briefed as to the nature, work requirements, access and work place difficulties of the project, therefore no additional like allowance is payable.

8. NO EXTRA CLAIMS

It is a term of the 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 to be worked Monday to Friday between the hours of 6.00am and 6.00pm. The normal hours of work within this spread of hours shall be as determined by the Company in consultation with employees affected to meet program requirements.

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

9.2. Flexible Hours of Work

To give effect to the Company's World Best Practice and Productivity Improvement Policy, 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 Company 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 Company to the employees concerned.

9.3. 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 program requirements and such proposal shall be discussed with the employees concerned, the objective being to reach agreement on the method of implementation. Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups of employees or sections of the Project.

9.4. 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.



9.5. Substitute Days

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

Employees required to work on their RDO will be afforded eight hours work or paid for an eight hour day.

9.6. Flexibility - Rostered Days Off

Due to the special nature of this project employees, by mutual agreement, may accrue a maximum of five (5) RDOs to be taken at a mutually agreed time.

9.7. Meal Break

There shall be a cessation of work of not less than thirty (30) minutes duration between 12.00 noon and 1.00pm for day workers to take an unpaid Meal Break.

10. SHIFT WORK

10.1. Shift Work Definitions

For the purposes of the Agreement:

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

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.

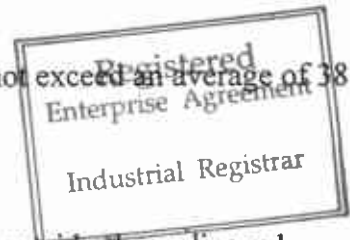
Day workers may be transferred to shift work in cases where sudden or unforeseen circumstances make the change necessary, by 48 hours notice or earlier by agreement with employees.

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.



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 25% more than their ordinary rate.

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

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

10.6. Saturdays

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

10.7. Sundays and Public Holidays

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.

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

10.8. Unforeseen Additional Workloads/Emergencies

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

10.9. Meal Break

A meal break of twenty (20) minutes 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

There 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 subclause "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 per day inclusive of time worked for accrual purposes as prescribed in clause 9.4 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 the agreement.

12. OVERTIME AND SPECIAL TIME

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

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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 three hours work at the appropriate rates for each time they are so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.

This subclause 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 9 and 10 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, award 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 eight hours were substituted for ten hours when overtime is worked:
- (i) for the purpose of changing shift rosters; or
 - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - (iii) where a shift is worked by arrangement between the employees themselves.
- (d) The company may require an employee to work reasonable overtime.
- (e) All work performed on any of the holidays prescribed in the clause Public Holidays and Holiday Work, or substituted in lieu thereof, shall be paid for at the rate of double time and a half.
- (f) An employee required to work on a holiday shall be afforded at least four hours work or paid four hours at the appropriate rate.
- (g) Employees who are involved in the special day work system of working their ordinary hours Tuesday to Friday shall receive Saturday penalty rates if required to work on the Monday which would be their normal day off work.

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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 overtime on a Saturday or to work on a Sunday shall be afforded at least three hours work on a Saturday or four hours work on a Sunday or shall be paid for three 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.

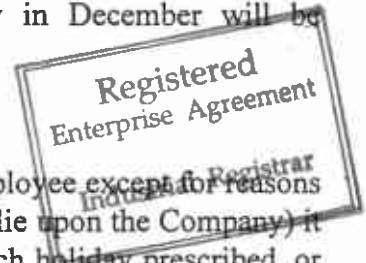
14. PUBLIC HOLIDAYS AND HOLIDAY WORK

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

Provided that:

- (i) 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.
- (ii) 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.
- (iii) Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.
- (iv) 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.
- (iv) 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 \$7.50 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 \$7.50 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 rates, loadings, and allowances prescribed by Clause 7 and leading hand rates if 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 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 (if requested) 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.

18. BEREAVEMENT LEAVE

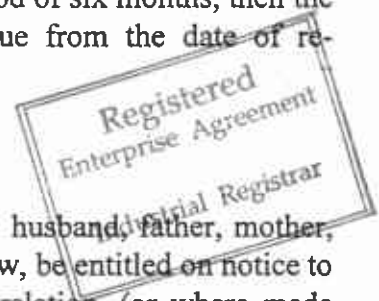
An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, mother-in-law, father-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation, (or where made necessary because of travel arrangements, the 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 de facto wife or husband.

Provided further that, with the consent of the company which consent shall not be unreasonably withheld, an employee shall, in addition to this entitlement to paid bereavement leave, be entitled to reasonable unpaid leave up to ten working days in respect of the death within Australia or overseas of a relation to whom the clause applies.



19. PARENTAL LEAVE

Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child in accordance with the NSW Industrial Relations Act 1996.

20. JURY SERVICE

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

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

21. TIME RECORDS

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

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



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

22. PAYMENT OF WAGES

22.1. Payday and methods

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

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

22.2. Pay packet details

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

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

22.3. Payment on termination

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

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



23. DEFINITIONS

"Sydney JUHI Expansion Project" means the excavation, fabrication and installation of pipework and other associated works for the joint user hydrant installation located at Sydney Airport.

"Agreement" means the Sydney JUHI Expansion Project Agreement 1998.

"Ordinary Hours" means 38 hours per week as varied, pursuant to Clause 9 Hours of Work.

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

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

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

23.1. Penalty rates

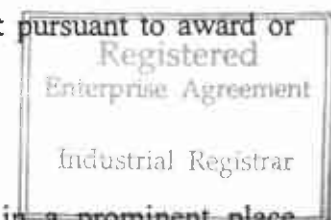
- (i) "Ordinary time" means rates as calculated in accordance with the clause Rates of Pay.
- (ii) "Time and a half" means ordinary time plus 50%.
- (iii) "Double time" means ordinary time plus 100%.
- (iv) "Double time and a half" means ordinary time plus 150%.

24. REDUNDANCY

The Company shall make a contribution of \$46.00 per week on behalf of each employee. This amount will be increased to \$51.00 per week on 1 October 1998. These payments shall be in lieu of all redundancy entitlement pursuant to award or legislation.

25. ACCESSING AGREEMENT

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



26. INCLEMENT WEATHER

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

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

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

It is the intent of this Clause that the parties approach the issue of inclement weather in a positive manner to minimise the effects of inclement weather and reduce 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 co-ordinated through the site Consultative Committee. The training will be delivered by suitably experienced and qualified people.

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

27. SETTLEMENT OF DISPUTES

The principal aim of these provisions is to eliminate lost time in the event of a dispute and to achieve prompt resolution of any dispute.

27.1. Employer Specific Disputes

In the event of a dispute or conflict occurring specifically between the employer and its employees or their representative union, the following procedure will be adopted:

- (i) Discussion between those directly effected;
- (ii) Discussion between site management representatives of the employer and the employee representative.
- (iii) Discussion between senior management of the employer, Transfield Pty Ltd, and the appropriate union official:



- (iv) If the dispute is not resolved after (iii) above, the employee or the union may notify the dispute to the Australian Industrial Relations Commission or the New South Wales Industrial Relations Commission; and request that the relevant Commission resolve the dispute pursuant to its power set out in the applicable legislation.
- (v) Work shall continue without disruption or ~~dislocation during~~ discussion and resolution of disputes.

27.2. Project Wide Disputes

In the event of a dispute or conflict effecting more than one (1) employee occurring, the following procedure will be adopted;

- (i) Discussion between those directly effected;
- (ii) Discussion between site management representatives of Transfield Pty Ltd and the employee representative;
- (iii) Discussion between site management representatives of Transfield Pty Ltd and the union organiser;
- (iv) Discussion between senior management of Transfield Pty. Ltd. And the appropriate official;
- (v) Discussion between the Secretary of the relevant union/s or his nominee and Transfield Pty. Ltd. NSW Branch Manager or his senior management representatives;
- (vi) If the dispute is not resolved after step (v), Transfield Pty. Ltd. Or the Unions may notify the dispute to the New South Wales Industrial Relations Commission and request that the relevant Commission resolve the dispute to its power set out in the applicable legislation.
- (vii) Work shall continue without disruption or dislocation during discussion and resolution of disputes.

27.3. Demarcation Disputes

In the event of a dispute arises which cannot be resolved between the relevant unions the unions agree to the following dispute settlement procedure:

- (i) Work shall continue without interruption or dislocation during discussion and resolution of disputes;
- (ii) Discussion between the Labor Council of New South Wales and the unions to try to resolve the dispute;
- (iii) 'If the dispute is not resolved after step (ii), either union may notify the dispute to the New South Wales Industrial Relations Commission and request that the relevant Commission resolve the dispute pursuant to its powers set out in the application legislation.

28. SUPERANNUATION

The company shall make superannuation contributions of \$55.00 per week 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. This amount will be increased to \$60.00 per week on the 1 October 1998.

29. INSURANCE

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



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 30 September each year, subject to completion of 6 months service. Such bluey jacket will be replaced on a fair wear and tear basis.

32. SECURITY AND ACCESS

32.1. Project Security

The parties acknowledge that the project has significant security requirements and that the following requirements are necessary for the safe and efficient operation of the project.

- (i) All employees must show and display at all times the Project Security card or
- (ii) temporary card in order to gain access to the site;
- (iii) All employees must attend and participate in the project inductions to ensure all employees are aware of their obligations to comply with the Federal Airport Corporation Safety Regulations;
- (iv) All employees must comply with the Federal Airport Corporation Security Regulations;
- (v) The parties acknowledge and agree that all employees, union representatives and other personnel may be subject to a security search as they enter or leave the project.

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, Agreement breaches or safety conditions or regulations so long as they do not unduly interfere with the work being performed by any employee during working time, and provided that they present themselves with their authority as prescribed by this Agreement, to a representative of management prior to pursuing their union duties.

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

(Name of Organisation)

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

(Seal) Secretary

Specimen signature of Holder:

(Strictly not transferable)



34. 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 Settlement of Disputes, may be observed.

35. AGREEMENT NOT TO BE USED AS A PRECEDENT ³

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

36. SIGNATORIES

Transfield Pty Ltd

[Signature]

Signature

John Wilson

Witness

Dated this Tenth day of July 1998.

The Australian Workers' Union, New South Wales

R. K. [Signature]

Signature

[Signature]

Witness

Dated this 20th day of June 1998.



**Automotive, Food, Metal Engineering Printing & Kindred Industries Union,
New South Wales Branch**

Signature

Witness

Dated this _____ day of _____ 1998.



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

C. Barf

Signature

W. Kelly

Witness

Dated this 25 day of JUNE 1998.

