

REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/57

TITLE: Transfield Pty Ltd, West Ryde Stormwater Project Enterprise Agreement 1998-1999

I.R.C. NO: 98/214

DATE APPROVED/COMMENCEMENT: 30 January 1998

TERM: 24 months or completion of project whichever occurs first

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 12

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees performing duties in constructing the West Ryde Stormwater Project for Transfield Pty Ltd

PARTIES: Transfield Pty Limited -&- The Australian Workers' Union, New South Wales



**TRANSFIELD PTY LTD**

**“TRANSFIELD PTY LTD  
WEST RYDE STORMWATER PROJECT  
ENTERPRISE AGREEMENT  
1998 - 1999”**



**PART 1 - GENERAL**

**1.0 TITLE**

This Enterprise Agreement shall be known as the Transfield Pty Ltd, West Ryde Stormwater Project Enterprise Agreement, 1998 - 1999.

**2.0 ARRANGEMENT**

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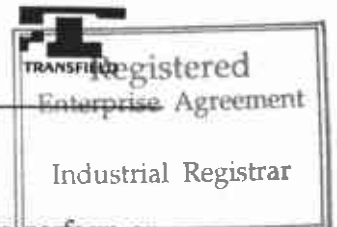
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### 3.0 APPLICATION AND INCIDENCE

This Agreement shall govern the employment of all persons engaged to perform on site construction work (as defined) on the West Ryde Stormwater Project within the classifications of employees set out in Clause 15 - Wages, of this Agreement, when such work is performed under the control of Transfield Pty Ltd.

The Agreement does not apply to persons entering the project site to deliver, unload or to pick up goods, materials, service equipment or other persons.

### 4.0 PARTIES BOUND

The parties to this Agreement are:-

4.1 All employees performing the duties in constructing the West Ryde Stormwater Project for Transfield Pty Ltd.

4.2 The organisations of employees listed below and the members thereof respectively:-

4.2.1 The Australian Workers Union – ~~Greater~~ New South Wales Branch *AWU*

### 5.0 DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of certification by the Industrial Relations Commission of New South Wales being .....1998, and shall remain in force for a period of two years or completion of project, whichever comes first.

Where a section (or sections) of the work is completed and returned to the client's control, then this agreement shall cease to apply to that section of the project.

### 6.0 RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read and interpreted wholly in conjunction with the relevant parent award, provided that where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

The relevant parent award is:-

The General Construction and Maintenance, Civil and Mechanical Engineering (State) Award, 1996.

**7.0 NO EXTRA CLAIMS**

It is a term of this Agreement that the company, the union and all employees bound by the Agreement will not pursue any extra claims, award or over award whatsoever for the life of the Agreement

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**8.0 SINGLE BARGAINING UNIT**

A single bargaining unit has been formed for the purposes of the negotiation and administration of this Agreement.

The single bargaining unit is comprised of representatives from the union listed in Clause 3 - Parties Bound and representatives from management.

**9.0 NATIONAL STANDARDS**

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

## **PART 2 - AIMS AND BEST PRACTICE**

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### **10. AIMS OF THE AGREEMENT**

This Agreement has been negotiated to provide the means by which the West Ryde Stormwater Project can be progressed in an efficient, flexible and productive manner, consistent with Best Practice initiatives.

The parties are committed to the highest levels of co-operation in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility.

The parties anticipate that the Agreement shall:

- Increase job satisfaction and security
- Reduce levels of down time by the more efficient use of labour
- Increase efficiency and profitability
- Establish a management system that generates informed input from employees on work related issues.
- Ensure the development of a decisive, committed and responsive Company decision making structure that resources and supports the contributions of employees to workplace reform.
- Achieve change and progress through a process of communication, agreement and teamwork.
- Improve communication between the workplace and management.
- Enhance and protect the quality of the environment.

### **11.0 WORLD BEST PRACTICE**

11.1 The Workplace World Best Practice Programme includes:

- Understanding and measuring Client needs;
- A continuous improvement philosophy;
- A multi-skilled workforce;

- A flexible workforce, committed to accept change (including flexible working hours, eliminating of demarcation, etc.
- Employee involvement in decision making and planning;
- Provision of a health and safe working environment and work practices;
- The achievement of excellence through continuous improvement.

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11.2 All parties agree that international or other relevant Best Practices may be identified and adopted in measuring and improving the efficiency of all workplace functions.

## 12.0 DISPUTES AND GRIEVANCE PROCEDURE

12.1 In the event of any grievance or of any major changes in employment conditions or Award terms, or in the event of any dispute between the Company and its employees, the parties will consult together to reach settlement without the loss of wages or production provided always that work shall continue in the usual manner without bans and limitations on the performance of work whilst the steps below are followed:

12.1.1 The grievance or dispute shall, in the first instance, be pursued between the employee or employees concerned and the immediate supervisor and if required, the relevant Shop Steward.

12.1.2 If the matter is not resolved, then discussion should be conducted with senior management and if appropriate, the local accredited Shop Steward of the Union concerned and the relevant State Union Official.

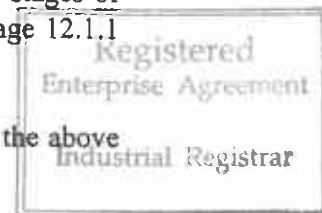
12.1.3 If the matter is still not settled, then a conference shall be held between an Official of the Union together with the Company's Manager or his/her appointed nominee.

12.1.4 If the matter cannot be settled by a conference between the parties, the Company and/or the Union may apply to the Industrial Relations Commission of New South Wales which shall endeavour to resolve the issue between the parties by conciliation and or arbitration.

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

12.3 Reasonable time limits shall be allowed for the completion of the various stages of the discussions, with at least seven (7) calendar days being allowed for stage 12.1.1 to 12.1.5 (inclusive) of the discussions to be finalised.

- 12.3 Reasonable time limits shall be allowed for the completion of the various stages of the discussions, with at least seven (7) calendar days being allowed for stage 12.1.1 to 12.1.5 (inclusive) of the discussions to be finalised.
- 12.4 No party shall be prejudiced simply by the fact the work continued whilst the above process was being followed.
- 12.5 This procedure shall not prevent Transfield or the Union from making direct representations to one another, on any matter giving rise to or likely to give rise to a dispute or grievance.



### 13.0 **INDUCTION**

Prior to the commencement of employment, all prospective employees shall be required to attend and undertake an induction programme given by the Project Manager's representative. Prior to employment on the Project being confirmed, each employee must demonstrate competence in all areas of the induction.

Rates of pay and conditions of employment prescribed by this agreement and the relevant award will be obtained.

An appropriate induction shall also be given to all persons requiring access to the Project Site. The induction shall include information on the following:-

- Scope, purpose and anticipated duration of the Project.
- Familiarisation with and adherence to the terms of the Agreement governing employees' contract of employment.
- Adherence to Legislative, Site and Employer safety standards and requirements.
- Co-operative objectives regarding Project goals.
- Outline of House Rules, including disciplinary procedures.



### PART 3 - CONSULTATIVE COMMITTEE

#### 14.0 CONSULTATIVE COMMITTEE

#### 14.1 Composition of Consultative Committee

The Consultative Committee shall consist of two (2) representatives (two from the Union) of the workforce, elected by the workforce, and two (2) representatives of management who shall meet as frequently as the committee determines is necessary. It is intended that the members of the Committee would be from a cross-section of the workforce.

The Consultative Committee shall be required to keep minutes of meetings and to provide an agenda for each meeting.

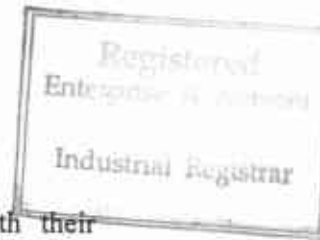
#### 14.2 Scope of Tasks of the Consultative Committee

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

- Contribute to the development and flexibility of shift and work rosters.
- Contribute to the development of Best Practice initiatives for the Contract.
- Create feasibility work methods and task redesign to enhance productivity and efficiency.
- Contribute to the Total Quality Management System Development.
- Develop and monitor concepts for productivity and efficiency improvements associated with the contract.
- Develop an open, participative and co-operative management approach.
- Promote team based work methods where applicable.
- Assist with communication, participation and training programmes, particularly as they relate to safety and skills enhancement.



**PART 4 - WAGES AND HOURS OF WORK - CONDITIONS**



**15.0 WAGES**

All employees of the Company shall be classified in accordance with their occupational skills and paid the all purpose rate assigned thereto.

Classification	1 <sup>st</sup> Pay Period to Commence On or after 5 Jan 98	1 <sup>st</sup> Pay Period to Commence On on after 5 Jun 98	1 <sup>st</sup> Pay Period to Commence On or after 5 Jan 99
Tunneller	620.00	635.00	650.00
Road Header Operator	648.00	665.00	680.00

The all purpose weekly pay rates above included all tool, licence, disability or like allowances, award and overaward payments.

**16.0 ALLOWANCES**

16.1 In addition to the wage rates set out in this Agreement, the following allowances shall be payable in accordance with the provisions of the relevant parent award:-

- Leading Hand \$28.50 per week
- Fares and Travelling \$17.45 per day of attendance

**Shift Allowance**

Afternoon Shift 25% on ordinary rate.

No Shift Allowance for ordinary day work or for "Day Shift".

Double counting shall not apply, ie Shift loadings do not apply in addition to penalty provisions eg overtime, etcetera

**17.0 PROJECT PRODUCTIVITY ALLOWANCE / PROJECT COMPLETION**

17.1.1 In addition to the wages payable under Clause 15 - Wages of this Agreement, all employees on the Project shall receive a Project Productivity Allowance of \$1.50 per hour for all hours worked. It shall not attract penalty rates, shift premiums, casual loadings or any other enhancements.

17.1.2 The Project Productivity allowance shall not be paid on public holidays, annual leave, workers' compensation, time off site due to inclement weather, sick leave or other paid or unpaid leave. The Project Allowance shall apply to employees on rostered days off and when engaged on agreed training.

17.1.3 The Project Productivity Allowance shall be paid in recognition of the productivity, flexibility and efficiency arrangements entered into under this Agreement and shall

be in lieu of all disability payments and special rates not specifically provided for in this Agreement.

- 17.2 A Project Completion System will be developed by the Company on a stage by stage basis in respect to completion dates being successfully met at an earlier time.



18.0 **SUPERANNUATION**

The employer shall make superannuation contributions of \$50.00 per week to the C&BUS Scheme for each employee in accordance with the requirements of the trust deed.

19.0 **REDUNDANCY**

The Company shall make a contribution of \$42.00 per week on behalf of each employee into an agreed Industry Redundancy Fund, namely ACIRT. This amount shall be adjusted from time to time consistent with movements in contribution rates to the applicable industry fund.

The Company will assist where possible, to place redundant employees in alternative employment which could include other Transfield Projects.

20.0 **PAYMENT OF WAGES**

Wages and other payments due to an employee will be paid weekly by Electronic Funds Transfer to an account nominated by the employee with a Bank, Building Society or Credit Union.

If the employee refuses or neglects to nominate such an account or closes such account, the Company may pay such monies to an account, in the name of the employee, nominated by the Company.

On a day not later than the day on which wages are paid, the employee will be provided with a written statement detailing such wages and payments to which the employee was entitled to be paid and shall specify any deductions made.

21.0 **HOURS OF WORK**

The hours of work shall be as prescribed by the relevant parent award.

22.0 **ROSTERED DAYS OFF**

Rostered Days Off are to be banked and taken at a time mutually agreed between employee's and the employer.

A maximum of five Rostered Days Off are to be banked, unless agreed with the employer. Rostered Days off when taken will be paid at the normal rate of pay and will not include travel allowance.

### 23.0 PROTECTIVE CLOTHING

23.1 The Employer shall provide suitable protective equipment where reasonably required. The supply of outer work clothing shall be limited to a maximum of two sets of protective clothing (a set being a pair of overalls or a shirt and a pair of trousers) and a pair of safety footwear per year. When an employee is able to demonstrate that the items issued are no longer serviceable, the items will be replaced on an exchange basis.

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

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

23.4 An employee who chooses to leave employment with the employer within ten (10) working days of engagement on site may be required to pay the full assessed value of all goods supplied.

23.5 If an employee leaves their employment within three (3) weeks of issue, they will reimburse the employer the following proportion of the purchase cost of the protective clothing:-

After one week	2/3 of the cost
After two weeks	1/3 of the cost

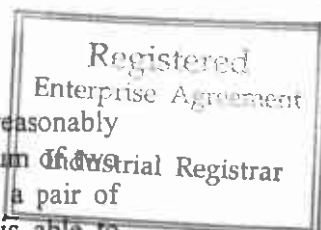
Any employee who is retrenched through lack of available work within three (3) weeks of their issue, will not be required to reimburse the employer for protective clothing.

23.6 Under no circumstances will money be paid in lieu of the clothing issue referred to in this clause.

23.7 The employee shall utilise all protective equipment in such a way and at such times as to achieve the purpose for which it is supplied.

### 24.0 ANCILLARY INSURANCE

It is a term of this Agreement that immediately upon signing the company will provide if not already in existence an agreed workers compensation Top-Up/24 Hour Income Accident Insurance arrangement with KANOSEI or other agreed providers(s).





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25.0 SIGNATORIES

Signed for and on behalf of:

The Australian Workers Union  
Greater New South Wales Branch *AWU*

Dated this *14th* day of *January* 1998

*G.H. Li*  
.....  
Signature

*Shawley*  
.....  
Witness

Transfield Pty Ltd

Dated this *13th* day of *January* 1998

*D. Wyatt*  
.....  
Signature

*Shawley*  
.....  
Witness