

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/273**

**TITLE: Transfield Pty Ltd Pindari Hydro Power Project Enterprise Agreement 2000**

**I.R.C. NO: 2000/4358**

**DATE APPROVED/COMMENCEMENT: 12 September 2000**

**TERM: 24 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 22**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all Transfield employees engaged to perform construction work on the Pindari Hydro Power Project NSW**

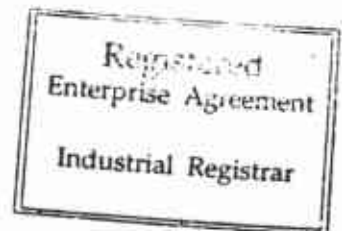
**PARTIES: Construction, Forestry, Mining and Energy Union (New South Wales Branch) -&- The Australian Workers' Union, New South Wales, Transfield Pty Ltd**

**TRANSFIELD PTY LTD**

**PINDARI HYDRO POWER  
PROJECT**

**ENTERPRISE AGREEMENT**

**2000**



**Transfield Pty Ltd**

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Enterprise Agreement  
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## 1. TITLE

This Agreement shall be known as the Transfield Pty Ltd Pindari Hydro Power Project 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 two (2) years or until practical 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 World Best Practice.

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

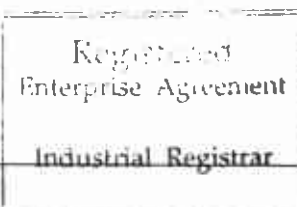
The project's Best Practice Programme includes:

- ❖ 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:

- ❖ Building Tradesmen State 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 construction work on the Pindari Hydro Power Project NSW, within classifications of employees set-out in Clause 8 Rates of Pay. The scope of works that are to be undertaken include:-

- Structural design;
- Civil construction works;
- Installation of approximately 400 metres of steel penstock;
- Support for the installation of General Electric (Australia) equipment;

This Agreement shall not apply to persons engaged off site who perform delivery or pickup services, or who perform periodic maintenance duties on on-site equipment, plant or facilities.

## 6. 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:

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

## 7. HOUSE RULES

It is the intention of the parties to set out agreed protocols (as set out hereunder) that are to be followed by the employees during their tenure of employment on the project.

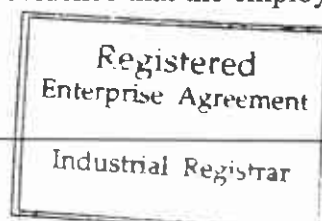
Under this Agreement that an employee shall:

- 7.1 to become entitled to payment of the wage prescribed herein, be available, ready and willing to perform such work, including shift work, as the employer shall reasonably require in accordance with the terms and conditions outlined in this Agreement; and
- 7.2 comply with any request of the employer within the requirements of the Project to work reasonable overtime in excess of the ordinary hours at any time during





- 
- the seven days of the week at the appropriate remuneration prescribed herein; and
- 7.3 recognise the requirement of the employer to have an appropriate mix of classifications and skills during the hours of work; and
  - 7.4 properly use all appropriate protective clothing and equipment provided by the employer for specified circumstances; and
  - 7.5 use any technology and perform any duties which are within the limits of the employee's skill, competence and training, that can safely and legally be performed;
  - 7.6 understand that termination will be based upon job requirements; and
  - 7.7 adhere to agreed start and finish times for all work periods; and
  - 7.8 accept changed work practices and methods and agreements on such matters that are designed to improve performance on the Project; and
  - 7.9 except as hereinafter provided, an employee shall be deemed to be employed by the week, except those specifically engaged as a casual employee;
  - 7.10 a casual employee is one that has been engaged and paid as such. A casual employee, for working ordinary time, shall be paid per hour one thirty-eighth of the weekly wage applicable to the skill level of the individual employee concerned, plus twenty percent (20%) provided further that employment beyond the expiration of 2 weeks shall be deemed to be weekly employment;
  - 7.11 employment for other than a casual employee, will be on the basis of an initial three (3) months probationary period during which time either party may notify its intention to withdraw from the contract of employment;
  - 7.12 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.
  - 7.13 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;
  - 7.14 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;
  - 7.15 the absence of an employee from work for a continuous period of five (5) working days without the consent of the employer and/or without notification to the employer shall be prima facie evidence that the employee has abandoned employment;





- 7.16 the employer will require a satisfactory pre-employment medical examination by the employers nominated medical practitioner;
- 7.17 prior to the commencement on site, all prospective employees shall be required to attend a project specific induction programme. The induction shall include information on the following:
- ❖ Scope, purpose and anticipated duration of the Project;
  - ❖ Familiarisation with, and adherence to, the terms of employment contained within this Agreement;
  - ❖ Adherence to project and employer safety standards;
  - ❖ The application of the Disputes/Grievance procedures.

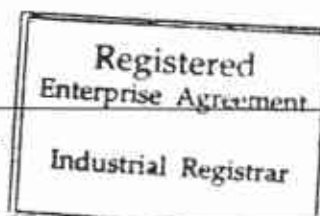
## 8. RATES OF PAY

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

1. **PHPP Employee – Category 1**  
All Tradespersons  
Mobile Crane Operators 41 – 65 tonnes
2. **PHPP Employee – Category 2**  
Mobile Crane Operators up to 40 tonnes  
Rigger/Dogman (as defined)
3. **PHPP Employee – Category 3**  
Dogman/Crane Chaser  
Trades Assistant  
Scaffolder (certified)  
Steel Fixer  
Concrete Finisher  
Plant operator;  
Formworker;
4. **PHPP Employee – Category 4**  
Labourers  
Storeperson  
Concrete Placer

### Rates

	From Commencement of Project	From 1 Nov 2000	From 1 May 2001	From 1 Nov 2001
Category 1	\$630.40	+2.5%	+2.5%	+2.5%
Category 2	\$591.80	+2.5%	+2.5%	+2.5%
Category 3	\$579.00	+2.5%	+2.5%	+2.5%
Category 4	\$558.30	+2.5%	+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 <sup>st</sup> year	42%
2 <sup>nd</sup> year	55%
3 <sup>rd</sup> year	75%
4 <sup>th</sup> year	88%

### **Additional Allowances**

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

1. *Leading Hand Allowances*

In charge of 1 employee	\$0.32 per hour
In charge of 2 – 5 employees	\$.071 per hour
In charge of 6 – 10 employees	\$0.90 per hour.
in charge of more than 10 employees	\$1.21 per hour

2. *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 of \$1.70 per day.

3. *Fares*

A fares 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 award provisions and shall not be paid if employee is in receipt of Living Away From Home Allowance and is provided or offered to be provided with free transport to and from the accommodation and the project.

4. *Living Away From Home*

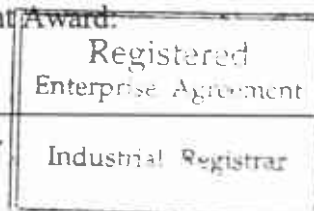
The provisions of Clause 9 Living Away from Home of the National Metal and Engineering On-Site Construction Industry Award shall apply.

5. *Crane Operator Allowance*

A 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.

6. *Adjustment of Allowances*

The following allowances shall be adjusted to take into account allowance movements in the applicable Parent Award.





- ❖ First Aid Allowance
- ❖ Living Away from Home Allowance
- ❖ Crane Operator Allowance
- ❖ Meal Allowance
- ❖ Leading Hand Allowance

## 9. 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.

## 10. HOURS OF WORK

**10.1** 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 programme requirements.

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

### **10.3 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 each 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.

#### **10.4 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.

#### **10.5 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 the agreement of the Company, may substitute the day the employee is to take off for another day.

#### **10.6 Flexibility – Rostered Days Off**

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

#### **10.7 Meal Break**

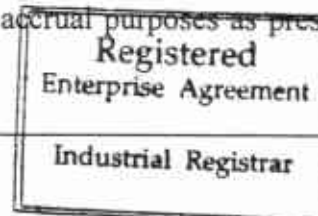
There shall be a cessation of work of not less than thirty (30) minutes duration between 12.00 noon and 2.00pm for day workers to take an unpaid Meal Break.

### **11. REST PERIODS AND CRIB TIME**

There shall be allowed, without deduction of pay, a rest period of 20 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 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 10.





## 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 and 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 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.

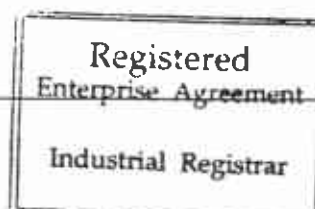
This subclause shall not apply in cases where it is customary for an employee to return to the company's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

If the Company requires an employee to work during the meal breaks prescribed by Clauses 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, 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 company may require an employee to work reasonable overtime.
- d) 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.
- e) 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 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 though worked.

An employee working overtime on a Saturday or working on a Sunday shall be allowed a 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

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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, and such other day as is generally observed in a locality as a substitute for any of the said days respectively, in addition to the first Monday in December which will be recognised as Union Picnic Day. Proof of purchase of a valid picnic ticket will be required by the company.

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 Award 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.

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### 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

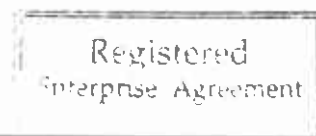
An employee other than a casual employee who is absent from work on account of personal illness or on account of injury by accident, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:

- ❖ They shall within 24 hours of the commencement of such absence to inform the company of their inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of their absence.
- ❖ They shall prove to the satisfaction of the company that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- ❖ An employee during their first year of employment with the company shall be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of their first year of employment.

Provided that an employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of their second and each subsequent year, which, shall commence on the anniversary of engagement.

In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year they have already been allowed paid sick leave on two occasions for one day only, shall not be entitled to payment for the day claimed unless they produce to the Company a certificate of a duly qualified medical practitioner certifying that the employee was unable to attend for duty on account of personal illness or injury.

Sick leave shall accumulate from year to year so that any balance which in any year has not been allowed to an employee as paid sick leave, may be claimed by the employee and subject to the conditions herein prescribed shall be allowed in a subsequent year, without diminution of the sick leave prescribed in respect of that year.





Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of ten years but for no longer from the end of the year which it accrues.

If an employee is terminated and is re-engaged within a period of six months, then the employee's unclaimed balance of sick leave shall continue from the date of re-engagement.

## **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. 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.





## 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 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.

## 21. PAYMENT OF WAGES

### 21.1 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.

### 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.

### **21.3 Payment on termination**

When notice is given of termination, all monies due too 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.

## **22. DEFINITIONS**

“**Project**” means the construction of the Pindari Hydro Power Project.

“**Enterprise Agreement**” means Transfield Pty Ltd Pindari Hydro Power Project Enterprise Agreement 2000.

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

“**Rigger/Dogman**” means an adult employee responsible for the rigging involved in the erection, placing in position, dismantling of structural steel, plant, building, 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%.

Registered  
Enterprise Agreement  
Industrial Registrar



## **23. REDUNDANCY**

The Company shall make a contribution of \$51.00 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 an 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 28 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.

## **26. INCLEMENT WEATHER**

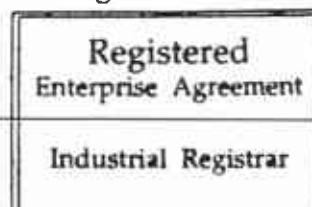
"Inclement Weather" shall mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high winds, severe dust storm, extreme high temperature or the like), by the virtue of which it is either unsafe and/or unreasonable for employees to continue working when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





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

## **27. SETTLEMENT OF DISPUTE/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:

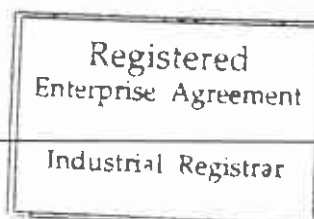
- ❖ In the first instance the dispute or grievance shall be taken up with the foreman or supervisor by the employee or employees concerned or the duly appointed union representative.
- ❖ If the dispute or grievance is not satisfactorily resolved in accordance with the above, then the duly appointed union 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.
- ❖ 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 \$60.00 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.

## **29. INSURANCE**

A 24 hour Accident Protection and Top-Up Workers Compensation Insurance Scheme will be provided for all employees via an agreed service provider





## 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 steel capped 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

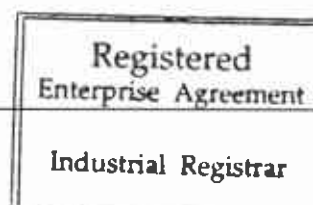
plus

Two pairs of Long Sleeve Shirts.

A bluey jacket will be issued to employees between 1<sup>st</sup> May and 30<sup>th</sup> September, subject to completion of one month's service. Such bluey jacket will be replaced on a fair wear and tear basis. Any electricians shall be issued with a woollen Tasmanian Bluey jacket due to potential safety concerns.

### **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 Award (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, Consent Award 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 Award, to a representative of management prior to pursuing their union duties.

A representative of the Union must be duly accredited representative if they are to hold 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.

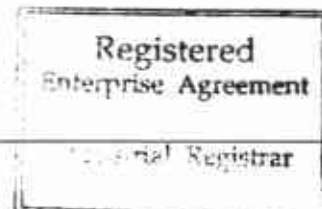
(Seal)                      Secretary

Specimen signature of Holder:

(Strictly not transferable)

### **34. 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. SIGNATORIES**

SIGNED for and on behalf of  
**TRANSFIELD PTY LTD**  
in the presence of

*[Handwritten Signature]* ..... Dated

Aug 2000

*Belleth* .....  
Signature of Witness

**MARYANN BELLETT** .....  
Name of Witness

SIGNED for and on behalf of  
**THE AUSTRALIAN WORKERS UNION  
NEW SOUTH WALES BRANCH**  
in the presence of

*23rd August* ..... Dated

Aug 2000

*[Handwritten Signature]* .....  
Signature of Witness

*R. K. Kellett*

*KEVIN BROWN* .....  
Name of Witness

SIGNED for and on behalf of  
**CONSTRUCTION, FORESTRY,  
MINING AND ENERGY UNION  
NEW SOUTH WALES BRANCH**  
in the presence of

*[Handwritten Signature]* ..... Dated

Aug 2000

*[Handwritten Signature]* .....  
Signature of Witness

*[Handwritten Signature]* .....  
Name of Witness

~~SIGNED for and on behalf of  
**THE AMALGAMATED  
MANUFACTURERS WORKERS  
UNION NEW SOUTH WALES BRANCH**~~

~~..... Dated Aug 2000~~

.....  
Signature of Witness

.....  
Name of Witness

