

REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/141

TITLE: Tomago Aluminium Smelter Potlines 1 and 2 Expansion Project Construction Enterprise Agreement 1997

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 12 June 1997 and commenced 1 June 1997

TERM: Expires 1 February 1999

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 66

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** To apply to employees of contractors engaged on site employed as Group AA: Electrical Instrument Fitter, Mechanical Plant Operator Gps. F.G.H. Mobile Cranes over 70 tonnes, Tower Cranes Mechanical Tradesperson - Special Class, Group A: Tradespersons, Engineering & others Mobile Cranes up to 70 tonnes, Mechanical Plant Operator C.D.E., Transport Workers Gds 6,7,8, Batch Plant Operator/ Allocator, Group B: Riggers, Agitator Driver, Mechanical Plant Operator Grps AB, Field Sampler- Concrete Tester, Transport Worker Gds 4 & 5, Dogmen, Steel Fixers, Concrete Finishers, Scaffolders, Clerk, Labourers Group A & 2, Labourers Group 3 & 4, Ganger, Group C: Ironworker assisting Tradesperson on Construction, Labourer - Group 2, Labourer - Group 3, Crane Chaser, Transport Worker Gds 1,2,3, Storeperson, Survey field hand, Steel Erector, Field Clerk, Lagger, Asphalt Paver/Gang

**PARTIES:** Metal Trades Industry Association of Australia New South Wales Branch on behalf of its members and contractors carrying out construction work on the Tomago Aluminium Smelter Potlines 1 and 2 Expansion Project Construction Site and Labour Council of NSW on behalf of certain affiliated Industrial Organisations being - the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, Labor Council of New South Wales, Newcastle Trades Hall Council, The AWU - FIME Amalgamated Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union

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Enterprise Agreement  
Industrial Registrar

**TOMAGO ALUMINIUM SMELTER  
POTLINES 1 AND 2 EXPANSION PROJECT  
CONSTRUCTION SITE**

**INDUSTRIAL AGREEMENT**

**METAL TRADES INDUSTRY ASSOCIATION OF AUSTRALIA,  
NEW SOUTH WALES BRANCH**

**and**

**LABOR COUNCIL OF NEW SOUTH WALES  
NEWCASTLE TRADES HALL COUNCIL**

**TOMAGO ALUMINIUM SMELTER  
POTLINES 1 AND 2 EXPANSION PROJECT  
CONSTRUCTION SITE**

Registered  
Enterprise Agreement  
Industrial Registrar

**EMPLOYEE:**

NAME: \_\_\_\_\_  
(BLOCK LETTERS)

CLASSIFICATION: \_\_\_\_\_

I hereby acknowledge that I have received a copy of the Industrial Agreement.

SIGNATURE: \_\_\_\_\_

DATE OF ISSUE: \_\_\_\_\_

**EMPLOYER:**

NAME: \_\_\_\_\_  
(BLOCK LETTERS)

I acknowledge further that I have read and understand the contents thereof.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

This page is to be detached and kept by TAC-Construction to verify that the person named has attended a Site Safety and Industrial Agreement Induction Lecture.

**THE SAFE SITE**

**TOMAGO ALUMINIUM SMELTER  
POTLINES 1 AND 2 EXPANSION PROJECT  
CONSTRUCTION SITE**



**EMPLOYEE:**

NAME: \_\_\_\_\_  
(BLOCK LETTERS)

CLASSIFICATION: \_\_\_\_\_

I hereby acknowledge that I have received a copy of the Industrial Agreement.

SIGNATURE: \_\_\_\_\_

DATE OF ISSUE: \_\_\_\_\_

**EMPLOYER:**

NAME: \_\_\_\_\_  
(BLOCK LETTERS)

I acknowledge further that I have read and understand the contents thereof.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**THE SAFE SITE**

**The Labor Council of New South Wales  
and its affiliated Unions**

**Newcastle Trades Hall Council  
and its affiliated Unions**

**Metal Trades Industry  
Association of Australia  
New South Wales Branch**

## **WELCOME TO TOMAGO CONSTRUCTION SITE**

This Site Agreement is the result of extensive negotiations between registered trade unions affiliated with the Newcastle Trades Hall Council and The Labor Council of New South Wales.

The negotiations were conducted in an open and positive manner. The conditions and rates of pay contained herein have been developed with the aim of providing, for their period of operation, a clear framework under which all concerned - contractors, workers and their unions - can co-operate to ensure for a safe, productive and healthy working environment.

There are advantages to be enjoyed and gained by all parties strictly adhering to the terms of this Agreement.

Please read this Agreement and the Site Rules together with the Safety Rules and Regulations which will be issued to you separately.

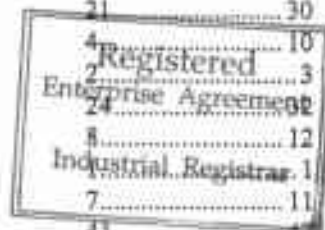
The negotiations have been conducted in a responsible manner with commitment and goodwill by all parties. For the Agreement to succeed the same sense of responsibility, commitment and goodwill is required of all persons engaged on the site.

Compliance with the Agreement will assist in ensuring the safety of yourself and your workmates and that your engagement on the site is satisfying and productive.

**THE SAFE SITE**

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**APPENDIX 1 - TRAVEL AND/OR LIVING AWAY FROM HOME DECLARATION**

**APPENDIX 2 - SITES RULES**

**APPENDIX 3 - INTERFACE AGREEMENTS**

AGREEMENT made the Twenty Fifth day of March, One Thousand Nine Hundred and Ninety Seven BETWEEN THE LABOR COUNCIL OF NEW SOUTH WALES and THE NEWCASTLE TRADES HALL COUNCIL (hereinafter referred to as the Peak Union Councils) together with affiliated unions, being signatories hereto of the one part and METAL Registered Enterprise Agreement, TRADES INDUSTRY ASSOCIATION OF AUSTRALIA, NEW SOUTH WALES BRANCH, Industrial Registrar (hereinafter referred to as MTIA) on behalf of members and contractors of the other part in respect of construction work carried out on the site known as Tomago Aluminium Smelter Potlines 1 and 2 Expansion Project Construction Site and in other areas of the existing smelter, where the work is directly associated with the expansion project (hereinafter referred to as the "site").



The parties have mutually agreed that wages and conditions of workers engaged on construction work as specified above shall be set out herein and that this Agreement shall be embodied in this Industrial Agreement.

It is recognised by all parties from time to time unions may be directed to involve their members in National, Statewide or industry sector campaigns. Any such involvement to the extent that it breaches the agreement will not void this Agreement, provided the Settlement of Disputes procedures, including referral of any disputes to the Industrial Relations Commission, is adhered to by all parties. The parties are committed to resolving all disputes, including demarcation disputes in accordance with the procedures set out under this Agreement.

**NOW THE INDUSTRIAL AGREEMENT WITNESSETH AS FOLLOWS:-**

**1. DEFINITIONS AND INTERPRETATION**

In this Agreement except where the context otherwise requires:-

- (a) "Contractor" means any contractor or subcontractor engaged on the site.
- (b) "Construction work" means work directly related to the construction and expansion of Potlines 1 and 2 and/or any other work that is contracted to TAC-Construction by Tomago Aluminium Company Pty Limited during the life of this Agreement.

- (c) "TAC" means Tomago Aluminium Company Pty Limited
- (d) "Site" means that area known as the Tomago Aluminium Smelter Potlines 1 and 2 Expansion Project Construction Site and in other areas of the existing plant where work is directly associated with construction of the Potlines 1 and 2 Expansion at the smelter and is work contracted to TAC-Construction by TAC.
- (e) TAC-Construction means the Project Manager or its representatives.
- (f) "Unions" and/or "Affiliated Unions" means unions affiliated with The Labor Council of New South Wales and/or The Newcastle Trades Hall Council.
- (g) "Peak Union Councils" means The Labor Council of New South Wales and The Newcastle Trades Hall Council.
- (h) "MTIA" means Metal Trades Industry Association of Australia, New South Wales Branch.
- (i) "Employer" means any contractor or subcontractor engaged on the site.
- (j) "Employee" means an employee of a contractor or subcontractor, including a supplementary labour hire employee, engaged on site and is in receipt of the rates of pay and conditions of this Agreement.
- (k) Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number.
- (l) Words importing the masculine gender only shall include the feminine and neuter genders.
- (m) Words importing persons shall include bodies corporate and trusts and words importing bodies corporate shall include natural persons.





- (n) References to any statutory/award enactment shall include the same as amended and modified and any enactment repealing or replacing the same, from time to time.

## 2. BASIC WAGE

Basic Wage for adult males: \$121.40 per week.

## 3. WAGES

The following wage rates shall apply from the beginning of the first full pay period commencing on or after the dates specified in Columns (1) and (2).

GROUP	CLASSIFICATION	1 <sup>st</sup> June 1997 \$	1 <sup>st</sup> April 1998
AA	Electrical Instrument Fitter Mechanical Plant Operator Gps. F.G.H Mobile Cranes over 70 Tonnes (Add: \$1.73 for every 5 T in excess of 90T) Tower Cranes Mechanical Tradesperson - Special Class	\$705.20	\$747.50
A	Tradespersons, Engineering and others Mobile Cranes up to 70 tonnes Mechanical Plant Operator C.D.E. Transport Worker Gds 6, 7, 8. Batch Plant Operator/Allocator	\$671.60	\$711.90

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B	Riggers Agitator Driver Mechanical Plant Operator Grps AB Field Sampler - Concrete Tester Transport Worker Gds 4 and 5 Dogmen Steel Fixers Concrete Finishers, Scaffolders Clerk Labourers Group A & 2 (CFMEU) Labourers Group 3 & 4 (AWU) Ganger	\$638.00	\$676.30
C	Ironworker assisting Tradesperson on Construction Labourer - Group 2 (AWU) Labourer - Group 3 (CFMEU) Crane Chaser Transport Worker Gds 1, 2, 3 Storeperson Survey field hand Steel Erector Field Clerk Lagger Asphalt Paver/Gang	\$604.40	<div data-bbox="1189 1019 1508 1232" style="border: 1px solid black; padding: 5px; display: inline-block;"> Registered  Enterprise Agreement  Industrial Registrar </div> \$640.70

(a) The rates prescribed in Groups AA, A, B and C are in substitution for those rates and allowances which, but for this Agreement, would apply to employees of contractors engaged on the site and are for all purposes of this Agreement and, where applicable, of the appropriate Award.

Such rates shall only be varied during the term of the Agreement in accordance with the schedule as set out above. The parties may, by agreement, include additional classifications within the groupings set out in this clause. Any dispute as to the appropriate grouping for a particular classification shall be dealt with in accordance with the provisions of Clause 39 hereof - Settlement of Disputes.

- (b) The rates of pay set out in this clause do not include Tool Allowances, Trades License/Registration Payments contained in relevant awards, Leading Hand Allowances, Height Money payments, Refractory Allowance and Towers Allowance, but are inclusive of amounts in lieu of over-award payments, Industry Allowance, Construction Allowance, Fares and Travelling (excluding excess fares where applicable) and Site Disability payments such as space, height, dirt, etc, award special rates such as confined space, wet work, etc follow the job loadings, compensation for travel pattern mobility requirements, etc, inclement weather, wind, dust, etc, but exclude those allowances contained separately under this Agreement.

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(c) **Tool Allowance**

In addition to the rates above all tradespersons shall be paid \$18.70 per week for all purposes as a tool allowance. This amount shall be varied in accordance with movement in the National Building Trades Construction Award 1975.

(d) **Apprentices**

The provisions of sub-clause (b) and (c) of this clause shall apply to all apprentices employed on the site and they shall be paid a percentage of the wage rate prescribed for Group A classifications, as specified hereunder:

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

Apprentices who attend a TAFE course on a prescribed rostered day off shall be afforded an alternative day to be mutually agreed between the contractor or subcontractor and the apprentice concerned.

The parties to this Agreement encourage contractors to adopt a ratio of one apprentice to five tradesmen as a minimum. However, no contractor is bound to employ additional apprentices if that decision would displace other employees already employed.

All contractors and their sub-contractors will, when engaging labour, give preference to apprentices from a union approved community based Apprenticeship Scheme, i.e., Hunter Group Training and Hunter Valley Training Company.

In relation to apprentices, existing industry practices shall prevail, including payment for time spent in training.

(e) **Electricians Licence**



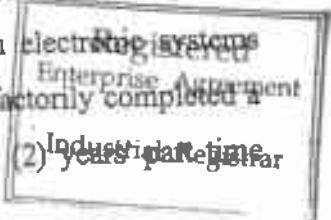
The Electricians licence payment as defined in the Electrical Contracting Industry (State) Award shall apply to all electricians who hold a New South Wales Electricians licence and are employed under the terms of the National Metal and Engineering On-Site Construction Industry Award. The licence payment shall be varied in accordance with the movement in the Award and paid for all purposes.

(f) **Definition**

- (i) "Electrical instrument fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or recording appliances and/or scientific instruments.electrical instruments.

- (ii) **Electronics Tradesperson"** means an electrical tradesperson who is engaged in applying his/her knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out his/her tasks.

To be classified as an electronics tradesperson, a tradesperson must have at least three (3) years on-the-job experience as a tradesperson in utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least two (2) years of study.



In addition, to be classified as an electronics tradesperson, a tradesperson must be capable of:

- (a) maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- (b) working under minimum supervision and technical guidance;
- (c) providing technical guidance within the scope of the work described in this definition;
- (d) preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

- (iii) "Mechanical Tradesperson - Special Class" means a mechanical tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and/or pneumatic circuitry which controls fluid power systems.

To be classified as a Mechanical Tradesperson - Special Class a tradesperson will have:

- (a) had minimum of two (2) years on the job experience as a tradesperson working predominantly on fluid power systems as will enable the tradesperson to perform such work under minimum supervision and technical guidance and
- (b) satisfactorily completed a prescribed post trades course or the achievement to the satisfaction of the employer of a comparable standard of skill and knowledge by other means including in-plant training or on the job experience referred to in (a) above.

For the purpose of this definition:

- (aa) "mainly engaged" means regularly over a period or intermittently during a week;
- (bb) the following courses are deemed to be prescribed post trade courses:

<b>Course</b>	<b>Syllabus Number</b>
<b>Victoria</b>	
<b>Industrial Hydraulics</b>	<b>AJ02A</b>
<b>Industrial Pneumatics</b>	<b>AJ03A</b>
<b>Fluid Power Technology</b>	<b>AJ04A</b>

**South Australia**  
 Hydraulic  
 Pneumatics  
 Fluid Power

<b>Tasmania</b>	
<b>Industrial Pneumatics</b>	<b>85-461</b>
<b>Industrial Hydraulics</b>	<b>85-450</b>

<b>Queensland</b>	
<b>Service course in Fluid Power</b>	<b>CN859</b>

<b>New South Wales</b>	
<b>Industrial Hydraulics</b>	<b>5721</b>
<b>Industrial Pneumatics</b>	<b>5268</b>



#### 4. APPLICATION AND SCOPE OF AGREEMENT

- (a) This Agreement shall apply to employees of contractors who are engaged on site. Construction Work referred to herein means construction work and/or modification work on plant which has been contracted to TAC-Construction.
- b) For the purposes of this agreement the site offices of Tomago Aluminium Company Pty. Limited (TAC) and TAC-Construction are excluded from the areas referred to in sub-clause (a) of this clause.
- (c) All contractors shall observe the terms of this Agreement. Where the Agreement does not make specific provision, the appropriate parent award shall apply irrespective of whether or not there are weekly or hourly employees engaged as at the date of this Agreement.
- (d) This Agreement shall not apply to security, supervisory, site catering or management personnel and associated staff or to personnel engaged in deliveries to the site.
- (e) This Agreement shall have no application to plant commissioning, operations or maintenance or to any work after turnover of plant to TAC or to any other activities for which TAC-Construction is not responsible.
- (f) The parties to this Agreement commit themselves to the achievement of efficiency and productivity during the course of the construction project and agree that no party will take any action which adversely affects the efficiency or productivity of the project.
- (g) All suspected breaches of this Agreement shall be reported to TAC-Construction for immediate investigation. If found to be correct, such breaches will be immediately rectified.



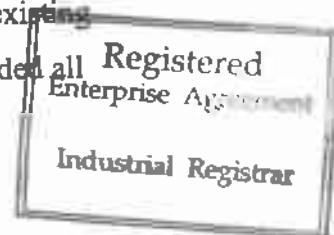


## 5. NO EXTRA CLAIMS

It is a term of this Agreement that the Peak Union Councils and their affiliated unions undertake that for the period of this Agreement they will not pursue any extra claims, award or overaward, for the duration of the Agreement as specified in Clause 7. This includes claims relating to changes arising from award variations or decisions of the Australian Industrial Relations Commission or the Industrial Relations Commission of New South Wales, other than changes that are consistent with the terms of this Agreement.

Where employees employed under this Agreement on the project are receiving terms and conditions greater than this Agreement as a result of an enterprise agreement or other arrangement, this shall not be used as a basis of a claim by unions or employees of other contractors engaged on the Project.

Where an enterprise or certified agreement of a contractor or subcontractor expires during the term of this agreement, employees will continue to work normally under their existing enterprise or certified agreement, and this agreement, and shall be paid or afforded all additional benefits of any new or replacement enterprise or certified agreement retrospectively to the date of the new agreement.



## 6. NO REDUCTION CLAUSE

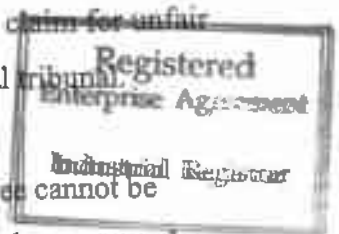
No reduction in either rates of pay or conditions of employment as at date of Agreement will occur as a result of the making of this Agreement provided that where this Agreement offsets Parent Award or Enterprise or Certified Agreement conditions, the provisions of this Agreement shall prevail.

## 7. DURATION OF AGREEMENT

- (a) This Agreement shall operate from the 1 June 1997 and shall remain in force until 1 February 1999.

## 8. CONTRACT OF EMPLOYMENT

- (a) All employees shall be employed on weekly hire. One week's notice of termination of the employment engagement shall be given by either party or one (1) week-'s pay shall be paid or forfeited in lieu thereof.
- (b) A tradesperson shall be allowed one hour prior to termination to gather, clean, sharpen, pack and transport his/her tools.
- (c) Provided that nothing in this clause shall affect the right of a contractor to dismiss an employee, without notice, for misconduct or refusing lawful duty.
- (d) Nothing in this clause shall affect the right of a contractor to dismiss an employee for breaches of site rules, safety rules or regulations, subject always to appropriate investigation having been made, counselling extended and the dispute settlement procedure being effectively processed.
- (e) Nothing in this clause shall affect the right of an employee to pursue a claim for unfair or unlawful termination through the relevant State or Federal industrial tribunal.
- (f) The contractor may deduct payment for any day upon which an employee cannot be usefully employed because of any strike by or participation in any strike by any member of a union employed by the contractor or because of any strike by or participation in any strike by any other union, organisation or association or by any branch thereof, or by any members thereof who are employed by the contractor or because of any stoppages of work (other than for inclement weather within the allowance prescribed in Clause 23 hereof) for any cause including breakdown of machinery or failure of lack of power, for which cause the contractor/sub-contractor is not responsible.



## 9. ON SITE REGISTER

TAC-Construction shall require that all contracts with contractors to be in writing and include the following terms as and conditions,-

- (a) The conditions contained within this Industrial Agreement shall form part of such contracts and bind all such contractors.
- (b) Contractors will be required to meet all statutory, award and legal obligations for their employees in addition to those binding in this Agreement.

The Peak Councils will be kept advised of contractors coming on site. The contractors will ensure that employees hold the necessary qualifications to enable work to be performed in a safe and efficient manner.

The practice of all-in payments, cash-in-hand payments or pyramid contracting will not be tolerated on site.

All contractors shall supply a declaration that they will abide by the provisions of this Industrial Agreement.

A Register containing relevant information of every contractor and their employees engaged on site shall be kept by TAC-Construction. Prior to commencing work on site each contractor and their employees must provide and certify as correct the following information:-

From Employees

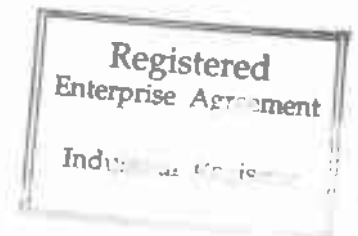
- (a) Name and Address of Employee;
- (b) Name and Address of Employer (Contractor/Sub-contractor);



- (c) **Classification and Certificate details;**
- (d) **Union and Ticket Number (where applicable);**
- (e) **Superannuation Scheme Name and Employee Number. Long Service Leave Number;**
- (g) **Workcover Ticket-Permit Numbers;**
- (h) **Redundancy Scheme Number;**
- (i) **CTAS Number; and**
- (j) **Other information that may be reasonably required from time to time by either TAC-Construction or the Peak Union Councils.**

Failure to comply or repeated breach with this clause may result in employees being removed from the site.

**From Employers**



- (a) **Registered Business Name and Address of Employer;**
- (b) **Workers Compensation Policy Number, Underwriter and Currency Certificate;**
- (c) **Public Liability Policy Number, Underwriter and Currency Certificate;**
- (d) **Superannuation Fund Name and Employer Number;**
- (e) **Long Service Leave Employer Number;**
- (f) **Redundancy Scheme Details;**
- (g) **Rehabilitation Particulars Pursuant to Workcover General Programme Regulation, 1988;**
- (h) **CTAS Number; and**
- (i) **Other information that may be reasonably required from time to time by either TAC-Construction or the Peak Union Councils.**

Failure to comply or repeated breach with this clause may result in persons and/or contractors being removed from the site.

The relevant information will be provided by the contractors to TAC-Construction on a daily basis so that TAC-Construction can up-date the register. The information in the register will be available to the parties to this Agreement on request.

## 10. INDUCTION

- (a) All employees shall, before entering the site area or commencing work on the site, attend and successfully complete a Site Induction Programme on safety rules and regulations, site rules and this Industrial Agreement.

The programme will be conducted at a central location by TAC-Construction on behalf of the contractors. TAC-Construction reserves the right to alter the duration of the programme and to conduct further induction and/or refresher programmes.

Each employee shall receive a Site Safety Booklet and a copy of this Industrial Agreement and shall sign an acknowledgement of receiving same.

- (b) After successful completion of the Site Induction Programme, each employee shall be issued with a Project Identity Pass which will allow entry to and exit from the site.

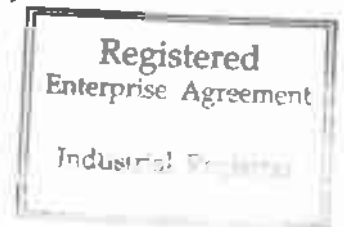
The pass will bear a photograph of the employee together with other pertinent information contained in clause 9 hereof.

Should an employee lose his/her Project Identity Pass he/she must immediately notify their employer who will in turn immediately notify TAC-Construction. A replacement pass will be available at a charge of \$10 to the contractor.

TAC-Construction propose to establish a "two pass" system to provide entry to and exit from the site.

## 11. SITE PRACTICES

- (a) All persons on site will be required to conform to the Site Safety Practices as outlined in the Site Safety Booklet and all relevant site safety statutes applicable in New South Wales. Occupational Health & Safety Regulations shall be strictly observed on site.
- (b) All employees shall be conversant with this Agreement and if necessary ask their respective union officials to explain, and further:-
- (i) No alcohol is permitted on the site at any time.
  - (ii) No narcotic drugs of addiction, non-prescribed drugs or illegal substances are permitted on site at any time.
- (c) The parties to this Agreement are encouraged to adopt the Construction Industry Drug and Alcohol Policy as a guide when dealing with such problems on site.
- (d) All workers shall, at all times, use the facilities provided by virtue of the terms of this Agreement.
- (e) All employees shall be required to conform with the safety rules and regulations and site rules as specified.



## 12. HOURS

- (a) Except as provided elsewhere in this Agreement the ordinary working hours shall be thirty-eight (8) consecutive hours each Monday to Friday inclusive, between the hours of 6.00am and 6.00pm with the first .4 of an hour of each day worked, plus .4 of an hour for each day on paid leave, accruing as an entitlement to be taken except as specified in sub-clause (d)(v) hereof on the fourth Monday in each cycle as a paid day off, as though worked.

Provided further, up to five (5) rostered days off may be accrued by agreement between the contractor and the employee, and must be taken during the course of the job.

- (b) There shall be a cessation of work and of working time for the purpose of a meal on each day of not less than thirty (30) minutes, to be taken between noon and 1.00pm.



- (c) Notwithstanding the provisions of subclauses (a) and (b) above, where it is established custom and practice for a contractor and his or her employees to work ordinary hours of work within an alternative spread of hours, for example, 5.00am to 5.00pm, and take an alternative meal break, that established custom and practice may apply on site on the approval of the TAC-Construction Manager.

- (d) The method of payment for hours worked, paid leave, etc., shall be as follows:

(i) **Normal Working Days**

An employee shall be paid the daily rate for working the eight (8) ordinary hours on a normal working day. The daily rate shall be calculated by dividing the ordinary weekly wage by five (5).

Where an employee works part of the ordinary hours on a normal working day, he/she shall be paid at the hourly rate for the time worked, less .4 of an hour.

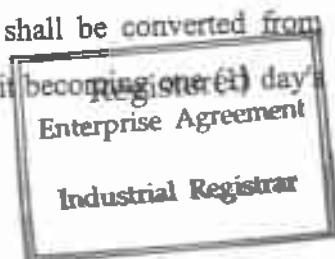
**(ii) Sick Leave**

An employee absent on paid sick leave shall be paid for each day absent at the daily rate. Where an employee is absent on paid sick leave for part of a day he shall be paid at the hourly rate for such time absent, i.e., the difference between time worked and eight (8) hours.

Where an employee is off for part of a day on paid sick leave, his/her sick leave credit in respect of that day shall be the difference between 7.6 hours and the time that he/she was paid sick leave.

Example: Employee has ten (10) days accumulated sick pay and takes four (4) hours off on sick pay. His/her accumulated sick leave would therefore become nine (9) days 3.6 hours.

The sick leave credits prescribed in this Agreement shall be converted from hours to days on the basis of each eight (8) hours credit becoming one (1) day sick leave or portion thereof.



**(iii) Public Holidays and Other Paid Leave**

An employee absent on public holidays or other paid leave, shall be paid the daily rate of each day of absence, provided always that the employer shall be obliged to pay no more thirty eight (38) hours per week ordinary time.

An employee entitled to four (4) weeks annual leave shall be paid in addition to his/her annual leave an annual leave loading and payment of his/her accrued entitlement for the rostered prescribed day off that would have otherwise been due if he/she had not been on annual leave.



**iv) Prescribed Rostered Day Off**

For the prescribed rostered day off, an employee shall be paid the daily rate less .4 of an hour for each day the employee did not attend for work because of an absence of unpaid leave during the nineteen (19) day cycle.

An employee who works for part of a nineteen (19) day cycle on the site (as defined in sub-clause (a) of this clause) and part of the cycle at another work location of the same employer, shall be entitled to receive payment at the rate applicable under this Agreement for the proportion of time worked on the site when payment is made to such employee in respect of his/her rostered day off.

**NEW EMPLOYEES**

A new employee on site shall take the rostered day off and be paid a pro rata payment for the prescribed rostered day off, calculated on the basis of .4 of an hour's pay for each day worked within the cycle and for each other day on which the employee has been absent on paid leave. However, as provided by Clause 12, up to five (5) rostered days off may be accrued by agreement between the contractor and the employee, and must be taken during the course of the job.



(v) **Working on the Prescribed Rostered Day Off (RDO)**

The accrued RDO shall be taken as a paid day off provided that this day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to the project or a section of it or for other reasons arising from unforeseen or emergency circumstances on the Project, in which case, in addition to accrued entitlements (i.e. leave accrued may not be discharged by payment in lieu), the employee shall be paid for work performed in ordinary hours the penalty rates and provisions for Saturday work only. Any proposed work on rostered days off where possible shall be notified to the unions whose members are intended to carry out the proposed work. Such notification shall be provided not later than on the last normal working day prior to the RDO. This Clause shall not apply where rostered days off are accrued as provided by subclause (a) of Clause 12 Hours.

(vi) **Overtime Rates**

All time worked outside the ordinary working hours within the spread of hours set out in subclause 12(a) or, as established by custom and practice under subclause 12(c), shall be paid at the rate of time and one half of the first two hours and double time thereafter.



(vii) **Termination of Employment**

In addition to all other entitlements (pro rata annual leave, annual leave loading, etc.) the employee shall be entitled to a pro rata payment of .4 of an hour's pay for each ordinary day worked and for each other day that the employee was absent on paid leave within the nineteen (19) day cycle.

**13. SHIFTWORK**

The following conditions shall apply to employees engaged on shiftwork.

(a) For the purposes of this clause:

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(a) For the purposes of this clause:

- **“Afternoon Shift”** means a shift finishing at or after 9.00 pm and at or before 11.00 pm.
- **“Night Shift”** means a shift finishing at 11.00 pm and at or before 7.00 am.
- **“Morning Shift”** means a shift finishing after 12.30 pm and at or before 2.00 pm.
- **“Early Afternoon Shift”** means a shift finishing after 7.00 pm and at or before 9.00 pm.

(b) Provided that the employee is employed continuously (inclusive of Public Holidays) for five shifts Monday to Friday, the following rates shall apply:

- (a) Afternoon and Night Shift - Ordinary Time plus 50%.
- (b) Morning and Early Afternoon Shifts - Ordinary Time plus 25%.

<p style="text-align: center;"><b>Registered</b> Enterprise Agreement  Industrial Registrar</p>
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- **“Night Shift”** means a shift finishing at 11.00 pm and at or before 7.00 am.
- **“Morning Shift”** means a shift finishing after 12.30 pm and at or before 2.00 pm.
- **“Early Afternoon Shift”** means a shift finishing after 7.00 pm and at or before 9.00 pm.

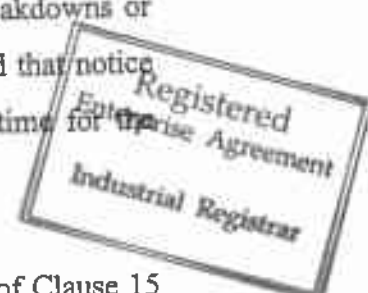
(b) Provided that the employee is employed continuously (inclusive of Public Holidays) for five shifts Monday to Friday, the following rates shall apply:

- (a) Afternoon and Night Shift - Ordinary Time plus 50%.
- (b) Morning and Early Afternoon Shifts - Ordinary Time plus 25%.

<b>Registered Enterprise Agreement Industrial Registrar</b>
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(c) **Broken Shift**

- (i) A broken shift is any shift that does not continue for five (5) consecutive working days Monday to Friday.
- (ii) All hours worked on broken shifts shall be paid as though they were overtime hours, excepting where the reasons for a broken shift eventuating are as a result of employee actions or reasons.
- (d) An employee shall be given at least forty-eight (48) hours notice of a requirement to work shift work.
- (e) The hours of shift workers when fixed, shall not be altered except for breakdowns or other causes beyond the control of TAC-Construction/contractors, provided that notice of such alteration shall be given to the employee not later than ceasing time for the previous shift.
- (f) For all work performed on a Saturday, Sunday or Holiday, the provisions of Clause 15 of this Agreement shall be applicable in lieu of the rates prescribed in this clause.
- (g) Work in excess of shift hours, Monday to Friday, other than holidays, shall be paid for at double time provided that these rates shall be based, in each case, on ordinary hours.
- (h) Shift work hours shall be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.



14. **REST PERIOD AND CRIB TIME**

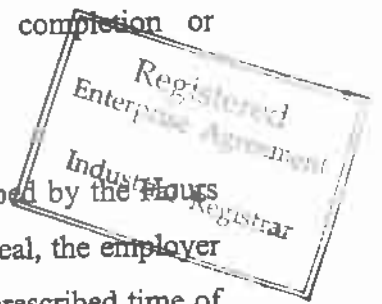
- (a) There shall be allowed, without deduction of pay, a rest period of ten (10) minutes mid-morning and mid-afternoon. This may be varied by agreement between TAC-Construction, contractors and the unions.

- (b) When an employee is required to work overtime after the usual ceasing time for the day or shift of two (2) hours or more, he/she shall be allowed to take, without deduction of pay, a crib time of twenty (20) minutes duration immediately after such ceasing time and thereafter after each four (4) hours of continuous work he/she shall be allowed to take, also, without deduction of pay, a crib time of thirty (30) minutes duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of twenty (20) minutes and continuing to work for a period of two (2) hours or more, he/she shall be regarded as having worked twenty (20) minutes more than the time worked and be paid accordingly.
- (c) No apprentice under the age of eighteen (18) years shall be required to work shift work unless he/she so desires. No apprentice shall, except in an emergency, work or be required to work shift work at times which would prevent his/her attendance at TAFE College, as required by any Statute, award or regulation applicable to him/her.
- (d) (i) An employee who works overtime between the termination of his/her ordinary work and the commencement of his/her ordinary work on the next day and has not had at least ten (10) consecutive hours off duty between these times, and if on the instructions of his/her employer, such an employee resumes or continues to work without having had such ten (10) consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (ii) An employee who works continuously (except for meal and crib times allowed by this Agreement) for twenty (20) hours shall not be required to continue at or recommence work for at least twelve (12) hours.



## 15. OVERTIME AND SPECIAL WORK

- (a) All contractors shall require their employees to work reasonable overtime.
- (b) All time worked beyond the ordinary time of work as prescribed in the Hours clause of this Agreement, shall be paid for at the rate of one and a half times (1½) ordinary rates for the first two (2) hours thereof and at double time thereafter.
- (c) An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work at the appropriate rates for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four (4) hours if the job he/she was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (d) If an employer requires an employee to work during the time prescribed by the hours clause of this Agreement for cessation of work for the purpose of a meal, the employer shall allow the employee whatever time is necessary to make up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time, provided however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the said cessation time.
- (e) No apprentice under the age of eighteen (18) years shall be required to work overtime unless he/she so desires. No apprentice shall, except in an emergency, work or be required to work overtime at times which would prevent his/her attendance at TAFE College, as required by any Statute, award or regulation applicable to him/her.



- (f) When an employee, if he has not been regularly rostered and not given twenty-four (24) hours notice of his requirement to work overtime, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his/her home or to the nearest connecting public transport.

## 16. MEAL ALLOWANCE

An employee required to work overtime for at least one and a half hours after working ordinary hours shall be paid by his/her employer an amount of \$7.50 or the first meal break and for each subsequent meal should such overtime continue for more than four (4) hours after the first meal break, provided that this clause shall not apply to an employee who is provided with reasonable board and lodgings or who is receiving a living away from home allowance in lieu thereof and is provided with a suitable meal. This amount shall be varied in accordance with movement in the National Building Trades Construction Award 1975.



## 17. WEEKEND WORK

- (a) Overtime work on Saturday shall be paid for at the rate of time and a half (1½) for the first two (2) hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (b) All time worked on Sunday shall be paid for at the rate of double time.
- (c) An employee required to work overtime on a Saturday or to work on a Sunday be afforded at least four (4) hours work at the appropriate rate.
- (d) An employee working overtime on Saturday or working on a Sunday shall be allowed without deduction of pay, a rest period of ten (10) minutes mid-morning and mid-afternoon. This may be varied by agreement between TAC-Construction, contractors and the unions.



- (e) An employee working overtime on a Saturday, or working on a Sunday, shall be allowed a crib time of twenty (20) minutes after four (4) hours work without loss of pay but this provision shall not prevent any arrangements being made for the taking of a thirty (30) minute meal period, the time in addition to the paid twenty (20) minutes being without pay.

In the event of an employee being required to work in excess of a further four (4) hours, he/she shall be allowed to take a crib time of thirty (30) minutes without loss of pay.



## 18. PUBLIC HOLIDAYS

- (a) An 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:-

New Years Day	Easter Monday	Labour Day
Australia Day	Anzac Day	Christmas Day
Good Friday	Queen's Birthday	Boxing Day
Newcastle Show Day		

Picnic Day - First Monday in December and one (1) other additional day to be agreed between TAC-Construction and the unions.

- (b) Where an additional or substituted public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or New South Wales Government under any Act throughout New South Wales or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Agreement: provided that an employee shall not be entitled to the benefit of more than one (1) holiday upon such occasion.

(c) **Provided that:-**

(i) An employer who terminates the employment of an employee except for reasons of misconduct or incompetence (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages for each holiday which falls within ten (10) consecutive days after the day of termination.

(ii) Where any two (2) or more of the holidays prescribed in Agreement shall fall within a seven (7) day span, such holidays shall, for the purposes of this Agreement, be classed as a group of holidays. If the first day of the group of holidays falls within ten (10) working days after termination, the whole group shall be deemed to fall within the ten (10) consecutive days, e.g., Christmas Day, Boxing Day and New Year's Day shall be regarded as a group.

(iii) No employee shall be entitled to receive payment from more than one (1) employer in respect of the same public holidays or group of holidays.

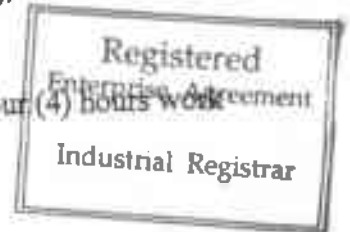
(iv) An employee who has worked as required by his/her employer the working day immediately before and the working day immediately after such a holiday or is absent with the permission of his/her employer or is absent with reasonable cause, shall be entitled to payment for the public holiday. An absence arising by termination of employment shall not be reasonable cause.

(d) All employees shall, as far as practicable, be given and shall take Picnic Day on the first Monday in December and shall be paid therefor eight (8) hours work at the rate of pay prescribed in the Wages clause of this Agreement.

Any employee required to work on this day shall be paid at the rate of double time and a half (2.5 times) provided that an employee who attends for work as required on this day shall be paid for not less than four (4) hours work



- (ii) Where a parent award so provides, an employer shall require from an employee evidence of his/her attendance at the picnic and production of proof of evidence issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer payment need not be made unless the evidence is produced.
- (e) All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half (2.5 times).
- (f) An employee required to work on a holiday shall be afforded at least four (4) hours work or paid for four (4) hours at the appropriate rate.
- (g) It is agreed between the parties that no employee shall be required to work on Picnic Day other than in the circumstances of an unforeseen emergency arising.



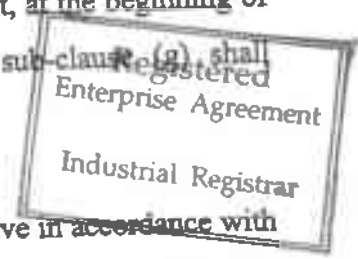
## 19. SICK LEAVE

An employee who is absent from his/her work on account of personal illness or injury, other than that covered by workers' compensation, shall be entitled to leave of absence, without deduction of pay, provided that:-

- (a) Within twenty-four (24) hours of the commencement of such absence, the employee shall inform the employer of his/her inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (b) The employee shall prove to the satisfaction of his/her employer that he/she was unable on account of such fitness or injury to attend for duty on the day or days for which sick leave is claimed.

- (c) An employee during his/her first year of employment with an employer shall be entitled to sick leave entitlement at the rate of one (1) day, on(1)calendar month from the first day of employment and one (1) day on the first of each calendar month for the following nine (9) months.

Provided that an employee who has completed one (1) year of continuous employment shall be credited with a further ten (10) days sick leave entitlement, at the beginning of his/her second and each subsequent year, which subject to sub-clause (g), shall commence on the anniversary of engagement.



- (d) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one (1) day only, such employee, if in the year he/she has already been allowed paid sick leave on two (2) occasions for one (1) day only, shall not be entitled to pay for the day claimed unless he/she produces to the employer a certificate of a duly qualified medical practitioner certifying that the employee was unable to attend for duty on account of personal injury or fitness.

An employer may agree to accept from the employee a Statutory Declaration stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate.

Nothing in this sub-clause shall limit the employer's right under subclause (b) thereof.

- (e) Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in sub-clause (c) hereof which in any year has not been allowed to an employee by that employer as paid sick leave may be claimed by the employee and subject to the conditions herein prescribed shall be allowed by that employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year.

Sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of ten (10) years from the end of the year in which it accrues but for no longer.

- (f) Any sick leave for which an employee may become eligible under this Agreement by reason of service with an employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.
- (g) If an employee is terminated by his/her employer and is re-engaged by the same employer within a period of six (6) months, then the employee's unclaimed balance of sick leave shall continue to accrue from the date of re-engagement.

The period of interruption shall not be counted as service for the purposes of sick leave.



## 20. FAMILY LEAVE

Family Leave as provided by the relevant Federal or State Parent Award shall apply.

## 21. ANNUAL LEAVE PAYMENT AND ANNUAL LEAVE LOADING

- (a) Each employee, before going on Annual Leave, shall be paid in advance the wages which would ordinary accrue to him/her during the currency of annual leave.
- (b) In addition to the payment prescribed in sub-clause (a), an employee shall receive during a period of annual leave a loading for each week of annual leave.

An employee who applied for his/her annual leave whilst engaged on this site shall be entitled to any benefits applicable to such annual leave contained in this Agreement. If his/her employer transfers the employee to another location for a period not exceeding one (1) month this clause shall apply.

Any benefits shall be on a pro rata basis for period worked on this site for each weeks annual leave due.

- (c) The loading prescribed above is calculated on the basis of 20.4% of the group wage rates set out in Clause 3 of this Agreement, and if those rates are further increased as a consequence of the provisions of subclause (a) of clause 3, the annual leave loading shall also be increased by the same percentage formula and from the same date as the wage rate is increased.
- (d) The loading prescribed above shall also apply to proportionate leave due to an employee whose services are terminated by an employer through no fault of the employee.
- (e) Except as provided in sub-clause (d) hereof as to the payment of loading on proportionate leave on termination, the provisions of the appropriate parent award shall apply.



## 22. SUPERANNUATION

- (a) Employees of contractors and sub-contractors covered by this Agreement shall, whilst they are engaged on this site, be covered by an appropriate superannuation scheme such as C + BUS, NESS or other union approved superannuation schemes.
- (b) Construction work to be performed under this Agreement falls under the definition of construction work contained in the Trust Deed or Deed of Adherence of C + BUS and NESS Superannuation Schemes.
- (c) Contractors shall contribute \$50.00 per week on behalf of employees to C + BUS, NESS or other union approved superannuation schemes.
- (d) Provided that such contribution shall not be in addition to any contributions made in accordance with legislation or an enterprise agreement.

### 23. INCLEMENT WEATHER

Employees of contractors and subcontractors shall be employed on a weekly basis provided that this shall not affect the engagement of casual, temporary or part time employees.

The inclement weather provisions of the National Building and Construction Industry Award shall apply in respect of all employees engaged under the provisions of this Award.

Where employees under a weekly contract of employment feel that they are experiencing inclement weather conditions they should approach their Site Management, who shall consult with the employees and inspect work areas. Site Management shall consult with the TAC-Construction Manager to ensure that the provisions and intent of this clause are being applied in a consistent manner to the project in total. The Site Management will then decide whether the employees should or should not cease work and return to their site amenity huts or relocate to unaffected areas. No employee shall have the right to cease work or leave the site without the permission of their Site Management.

### 24. CARAVAN ALLOWANCE

- (a) A caravan allowance in accordance with Clause 24A of the Plant Operators on Construction (State) Award, shall apply as follows:-
- (b) This clause shall apply to an employee who resides in a caravan (either owned or rented) for the purpose of following his/her employment from, site to site providing that:-
- (i) The employee has been directed by his/her employer to reside in a caravan in order to work at the employer's site; or



- (ii) The employee elects to reside in the caravan because it is impracticable to travel to and from the employer's site and his/her original place of residence.

NOTE: (The employee's original place of residence shall be taken to mean his/her residence immediately prior to becoming a caravan dweller).

The employee having established at the commencement of his/her employment at a particular site that he/she is not a caravan dweller, will not be eligible for the benefits of this clause whilst working at that site.

- (c) An employee referred to in sub-clause (a) of this clause shall be paid the allowance prescribed by Clause 24A of the Plant Operators on Construction (State) Award.

Such allowance shall taken account of all expenses incurred by the employee in connection with his/her occupation of the caravan and shall not be wages for the purposes of this Agreement.



- (d) This allowance payable pursuant to sub-clause (b) of this clause shall be in substitution for and not additional to any payment otherwise due pursuant to County Work, or Camping Area clauses of the Plant Operators Construction (State) Award provided that the employee shall not be entitled to the allowance prescribed in sub-clause (b) of this clause for any working day in which he/she is absent from duty except in cases of sickness or for any reason beyond his/her control.
- (e) This clause will not apply to any employee whose employer is paying an allowance for the use of the employee's caravan following custom and practice or agreement under conditions not less favourable than the provisions of this clause.



## 25. LIVING AWAY - DISTANT WORK

### (a) Entitlement

- (i) The employer shall provide a distant worker with either reasonable board and lodging at no cost to the employee, or pay the living away from home allowance when employed on a construction site at such distance from his/her usual place of residence that he/she cannot reasonably return each night or as otherwise defined in the employee's award.
- (ii) The employer shall provide an itinerant worker with acceptable board and lodging at reasonable cost.

### (b) Procedure

- (i) The employer shall advise applicants for employment of their entitlement under this clause at the time of the interview.
- (ii) The employer shall determine whether the employee is correctly defined as a "distant worker", "itinerant worker" or "local worker". The appropriate definition shall be shown on the employee's records when the employee completes the Travel and/or Living Away From Home Declaration (See Appendix 1) made at the pre-employment interview.
- (iii) Any employer shall not, under any circumstances, attempt to persuade or induce applicants for employment to provide a local address as his/her usual place of residence in an effort to avoid the employer's obligations under this clause.



**(c) Disputes**

Disputes arising from application of this clause will be subject to resolution in accordance with the Settlement of Disputes clause of this Agreement. In the event of a dispute all relevant documentation will be made available to the tribunal dealing with the matter.

**(d) Definition**

(i) "Distant Worker" means an employee who has provided satisfactory evidence that, due to engagement on the site he/she is unable to reasonably return home each night or as otherwise defined in the relevant award.

(ii) "Itinerant Work" means an employee with no fixed address.

(iii) "Usual Place of Residence"

(a) The employer shall obtain, and the applicant for employment shall provide a statement in writing, of residence, at the time of engagement, provided that documentary evidence of the applicant's usual place of residence, such as motor vehicle driver's licence may be provided and accepted in lieu of the statement in writing.

(b) The employee's usual place of residence and not the place of employment shall determine the applicability of this clause.

(c) An employee shall notify the employer in writing of any subsequent change to his/her usual place of residence. No subsequent change to an employee's usual place of residence shall entitle an employee to provisions of this clause, unless the employer agrees.



- (iv) "Reasonable board and lodging means lodging in a well kept establishment with three (3) adequate meals per day, adequate furnishing, good lighting and heating, hot and cold running water, in a single or twin room if a single room is unavailable.
- (v) "Living Away From Home Allowance" means an allowance payable weekly. Such allowance shall not be wages, provided that in the case of broken parts of a week occurring at the beginning or end of employment, the allowance shall be divisible by seven (7).

A Living Away From Home Allowance of \$376.95 per week of seven (7) days shall apply where an employee has satisfied the requirements of this clause.

Provided further, that if the employee satisfies the employer that he/she reasonable incurred a greater outlay than any prescribed, the allowance shall be increased to match the outlay.



## 26. SAFETY

The Construction Safety Act, 1912 and its Regulations and the Occupational Health and Safety Act, 1983 and its Regulations shall be the means by which safety matters will be addressed on this project. Conditions of implementation not specified in the Occupational Health & Safety Act shall be observed as set out in TAC-Construction's Safety Rules and Regulations.

- (a) It is also accepted by the parties to this Agreement that the procedures of the Building Industry Safety Codes shall be the procedures by which safety matters are handled, and whilst these are being followed there shall be no stoppage of work in respect of the matter being considered, except in the area or matter under consideration.

- (b) A safety committee consisting of a TAC-Construction representative and one alternate TAC-Construction member, 4 elected employee representatives and 3 appointed contractors' representatives, shall be formed and will operate in accordance with the provisions of the Occupational Health and Safety Act and its Regulations.

Frequency of site safety inspections and other matters pertinent to the Occupational Health & Safety Act will be determined by the Safety Committee in consultation with TAC-Construction.

- (c) Each employer shall provide to his/her employees all appropriate safety equipment free of charge as necessitated by the tasks in accordance with any existing Regulation(s) or Regulation(s) implemented during the life of the site agreement.



- (d) **Rectification Work**

Contractors shall engage qualified personnel and/or sub-contractors for the purpose of performing hazard prevention and rectification work such as erecting handrails and toeboards around the perimeter of floors, openings, penetrations, up stairways, covering up openings, fixing of ladders, building walkways, ramps, etc.

- (e) **Scaffolding/Formwork**

Employees carrying out scaffolding/formwork duties must be in possession of the appropriate Certificate of Competency issued by the New South Wales Department of Industrial Relations and Employment.

## 27. **FIRST AID CENTRE**

- (a) Provisions shall be made for First Aid in accordance with the current Regulations of the Occupational Health and Safety Act. TAC-Construction will provide an occupational health and safety nurse. An emergency vehicle will be located on site at all times.

- (b) In addition, first aid boxes shall be provided by contractors as required in accordance with the Occupational Health and Safety Act.
- (c) Contractors shall make provision in accordance with the Occupational Health and Safety Act (First Aid Regulation) as to the provision of personnel in administering this obligation under the said Act.

## **28. FIRST AID ALLOWANCE**

An employee who holds an appropriate First Aid Certificate and who is appointed by his/her employer as a first aid attendant shall be paid an additional allowance of \$1.60 per day, such allowance to be paid for all purposes of this Agreement.

## **29. PROTECTIVE CLOTHING**

All employees so entitled under this clause shall be issued with protective clothing and footwear as described hereunder. In the case where an employee is transferred to site from another project where issue of protective clothing and/or safety footwear was made the said employee will not be entitled to an issue on this site until the expiry of one (1) calendar year from the date of the original issue, or on a fair wear and tear basis provided the worn items are sighted by the employer as evidence. Employees who receive from their employer an issue of protective clothing and/or safety footwear as part of that particular employer's policy will not be entitled to the provisions of the Clause.

All protective clothing and boots, as to the manufacture and place of purchase will be determined by TAC-Construction.

Under no circumstances will monies be paid in lieu of issue.

## Issue

- (a) On commencement of employment the contractor shall provide to employees free of charge an initial issue of one pair of safety boots/footwear and two (2) pairs of long-sleeved overalls or two (2) long sleeve shirts and two (2) pair of long trousers.
- (b) A further set of protective clothing as outlined in sub-clause (a) above will be issued to each employee when the employee can show by the production and return of the existing protective clothing and/or footwear fair wear and tear unless work circumstances warrant a further issue.
- (c) Issued footwear and clothing shall be of good quality and of Australian made products, where practicable.
- (d) Hard hats and sunscreens - optional wide/brim/flaps "hard helmets" safety glasses or clear as per AS1336/8 and quality sunscreen lotion shall be stored and dispensed by contractors.
- (e) Each employee, after accumulating employment on site of four (4) weeks shall be eligible to be issued with one (1) jacket which will be issued between 1 May and 1 September in the employee's first year of service for use by the employee during the employee's period of work on site. Electricians shall be issued with a woollen jacket in lieu thereof.



## General

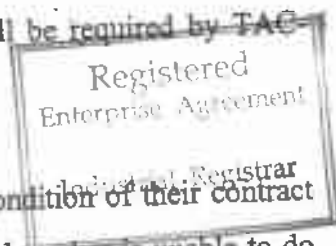
Where an individual, who has been issued with required protective safety equipment, including safety footwear, helmets, harnesses and adequate clothing is found not to be wearing same on the job then such employee shall be counselled in the presence of the Site Safety Committee elected representative.

Further infractions in relation to the non-wearing of the said protective equipment referred to in this clause shall result in the individual being required to show cause to the Site Safety Committee why the said individual should not be removed from the site.

**Exemption from this clause is to be from the recommendation of the site safety committee only.**

### 30. WORKERS COMPENSATION

TAC-Construction shall instruct all contractors that it is a term and condition of their contract that they shall ensure that all workers they engage to work on the site are covered by New South Wales Workers' Compensation insurance and are aware of their responsibilities under the legislation which is current at the time. Proof of such insurance will be required by TAC-Construction (See clause 9 hereof).



TAC-Construction shall instruct all contractors that it is a term and condition of their contract that provided an injured worker (or his/her representative if the injured worker is unable to do so) reports an injury and complies with claims requirements and the insurer and employer are satisfied that such injury is compensable, the employer shall pay to the injured worker the back payments within two (2) days of acceptance of liability and weekly payments of compensation will thereafter be made on normal pay days.

The employer will provide all necessary information to the insurer within twenty-four (24) hours of the injury occurring or he/she being notified of a possible claim for workers' compensation.

In all other respects the provisions of the Workers' Compensation Act, 1987, will apply.

TAC-Construction must be immediately notified of all accidents on site. All contractors and sub-contractors must ensure all injuries are reported in both the employer's Accident Book and the Site Accident Book.

### **31. ACCIDENT COVER**

In addition to the benefits afforded to employees under Clause 30, Workers Compensation, contractors and subcontractors, including labour hire providers, shall contribute an amount up to \$8.00 per week per employee into the Coverforce Top-Up Accident Scheme (CTAS), or other approved scheme, to provide 24 hour accident protection seven (7) days per week. This amount shall remain fixed for the term of the Award.

### **32. REHABILITATION**

In accordance with the Workcover General Programme Regulation ,88, TAC-Construction, contractors and sub-contractors, including labour hire providers, will implement their respective Rehabilitation Policy.

<p>Registered Enterprise Agreement  Industrial Registrar</p>
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### **33. AMENITIES**

- (a) Amenities as prescribed in the relevant award and/or legislation and Workcover codes are to be provided.
- (b) All lunch sheds shall contain reverse cycle air-conditioning.
- (c) Each contractor shall ensure that amenities are provided and comply with (a) and (b) above.
- (d) Refrigerators shall be provided in crib sheds.
- (e) Outside/inside hand washing.
- (f) Hot and cold water shower block(s).
- (g) Hot and cold water in toilet blocks.



### 34. PLANT AND EQUIPMENT

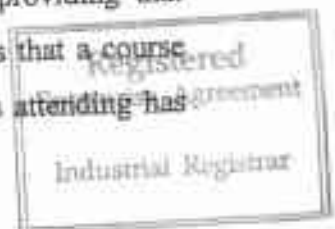
- (a) All mobile plant and equipment shall, prior to commencement on of work site, be certified and have a certificate of currency as complying with Construction Safety Regulations.
- (b) Every part of the structure, working gear and anchoring and fixing of every crane, joist and scaffolding winch and of all other hoisting machines, ropes and slings, whether metal or non-metal, and gear shall, as far as is reasonable practicable, be examined in position by a competent person:
- (i) at least once in every month; or
  - (ii) at such more frequent intervals as are necessary to ensure that the hoisting machine or gear is in safe working order (Construction Safety Act Regulation 122(16)).
- (c) A competent person shall inspect all chains, ropes, slings and other gear registered Enterprise Agreement Industrial Registrar hoisting or lowering or as a means of suspension:
- (i) at least once every month; or
  - (ii) at such more frequent intervals as are necessary to ensure that the scaffolding is safe.
- (d) A report signed and dated by the competent person (as defined above) shall be lodged with TAC-Construction immediately following such inspection at intervals of not less than one (1) calendar month. Should such written reports not be submitted in accordance with this clause there shall be no cessation of work. TAC-Construction shall take all appropriate steps to ensure that the report is obtained or another inspection undertaken within two (2) working days of the expiration of the previous certificate (Construction Safety Act Regulation 86(14)).



- (e) All hire cranes required on site shall come from a recognised crane yard.
- (f) Crane drivers and dogmen will be suitably qualified.
- (g) When engaging the most appropriate plant, preference will be given to plant fitted with Ergonomic R/C Air filtered/conditioned cabs with Roll Over protection.

**35. SHOP STEWARD/ DELEGATES**

- (a) An employee appointed as a shop steward shall upon notification by the union to the employer be recognised as the accredited representative of the union to which he/she belongs and he/she shall be allowed all necessary time during working hours to submit to the employer matters affecting the employees he/she represents and him/her shall be allowed reasonable time during working hours to attend to job matters affecting his/her union.
- (b) Delegates from each union shall be allowed time off with pay for up to six (6) days in any one (1) year to attend Approved Trade Union Training Schools providing that reasonable notice is given to the respective employer of the day or days that a course will take place and adequate discussion in relation to the total numbers attending has taken place with TAC-Construction.
- (c) The contractors shall ensure that where previous arrangements have been made with individual contractors/sub-contractors for a delegate to attend an approved Trade Union Training Course that, where possible, those arrangements are upheld.
- (d) Job delegates shall be allowed access, upon request, to a telephone for union business related to the site.



- (e) Prior to dismissal or transfer, two (2) days notice shall be given to any shop delegate and his/her appropriate union. Payment in lieu of notice shall not be given. In the event of the union disputing the decision of management to transfer or terminate the services of a shop steward, he/she shall remain on the job during which time the Settlement of Disputes Procedure under this Agreement shall be invoked.

### 36. SHOP STEWARDS MEETING

As a means of achieving better industrial relations on site, accredited site stewards shall be entitled to attend combined site stewards meetings on six (6) occasions each year during alternate months, without deduction of pay, for a maximum period of three (3) hours on each meeting.

The meetings shall be convened by the Peak Union Councils on behalf of affiliated unions and shall be held on dates and commence at times to be mutually agreed between TAC-Construction and the Peak Union Councils.



### 37. MEETINGS OF EMPLOYEES

- (a) Subject to sub-clause (b) of this clause, one (1) hour per month shall be allowed employees between 11.00am and 12.00 noon to discuss union affairs at a time to be agreed upon between the parties. Once established, no alteration is to be made to the scheduled date and time for such meeting unless a change is requested on behalf of all unions by the Peak Union Councils.
- (b) The granting of time to discuss union affairs is to be reviewed by TAC-Construction every three (3) months while any time lost during ordinary working hours by attendance at unauthorised meetings shall not be paid.

- (c) The right to hold meetings as prescribed by this clause may be withdrawn at any time should any group of employees attend meetings outside the times and dates so prescribed.

### 38. JOINT MONTHLY MEETING

A monthly meeting shall be held between nominated shop stewards, their union officials, site management (including the site safety supervisor) and where possible an official of both Peak Union Councils, to discuss site matters, with particular emphasis on accident prevention. This meeting shall be held immediately after (where practicable) the monthly meeting of employees.

### 39. SETTLEMENT OF DISPUTES

- (a) Where an employee or the shop steward has submitted a request concerning any matter directly connected with employment to a supervisor or a more senior representative of management and that request has been refused, the employee may, if he/she so desires, ask the shop steward to submit the matter to management and the matter shall then be submitted by the shop steward to the appropriate executive of the employer concerned.
- (b) If not settled at this stage, the matter shall be formally submitted to a State Official of the union to the employer.
- (c) If not settled at this stage, the matter shall then be discussed between such representatives of the union as the union may desire and the employer, who may be accompanied by or represented by such officers, or representatives of MTIA as TAC-Construction may authorise.
- (d) If the dispute is still not resolved the Peak Union Councils shall be advised to enable the Councils to assist in the resolution of the dispute.

- (e) If the parties fail to resolve the dispute in accordance with (d) above, they shall refer it to the Industrial Relations Commission of New South Wales for conciliation and mediation.
- (f) If the parties fail to resolve the dispute in accordance with (e) above, they may, by agreement request the Commission to assist in resolving the matter by arbitration.
- (g) Where the procedures from (a) to (f) are being followed or where it is agreed to proceed to arbitration, work shall continue normally. This condition shall be strictly enforced by the Peak Councils.
- (h) In the event that a dispute appears likely to remain unresolved or, that stoppages of work, bans and limitations have been placed on the performance of work and, the dispute is unlikely to be resolved by resort to the Settling of Disputes Procedure, nothing in this Clause shall restrict a union or contractor referring the matter to the Industrial Relations Commission of New South Wales for resolution.

No party shall be prejudiced as to final settlement by the continuance of work in accordance with this sub-clause.



### **Demarcation Disputes**

- (a) **Settlement within the Union Movement**
  - (i) Demarcation disputes should be resolved by agreement between the unions concerned.
  - (ii) Where agreement cannot be achieved directly between the unions concerned, the unions should notify the Newcastle Trades Hall Council in Newcastle or The Labor Council of New South Wales.

- (iii) Affiliated unions should not refer demarcation disputes to industrial tribunals unless there has been a reasonable opportunity to discuss the issued within the union movement.
- (iv) Work shall continue while a demarcation dispute is resolved on the pre-dispute basis. Any dispute as to what constitutes the pre-dispute basis shall be referred to the Industrial Relations Commission for determination as a threshold question and the Commission may make a recommendation to the parties for resolution of the dispute.

**40. TEMPORARY ELECTRICAL INSTALLATION**

All temporary electrical installations set up by contractors/sub-contractors on site with Regulation 133B Electrical (Construction Work) under the Construction Safety Act, 1912, as amended and as laid down by the local supply authority.



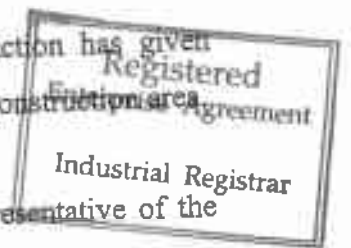
**41. ENTRY TO AND MOVEMENT WITHIN CONSTRUCTION SITE**

The following procedures shall apply in relation to the entry to and movement within the construction site of visiting union officials after they have undertaken the Site Safety Induction Course.

- (a) A union official, on entering the site, shall advise his/her name and the union he/she represents to the gatekeeper at the main gate.
- (b) The gatekeeper will notify a representative of TAC-Construction of a union official's arrival and that representative will arrange for the union official to proceed to TAC-Construction site office.

- (c) A union official who wishes to visit a contractor on the construction site is to notify his/her intention to TAC-Construction's representative at the time of entering the site. The contractor's manager or his/her representative will then arrange for the official to be issued with a Visitor's Pass.
- (d) Union officials visiting the site will be permitted to park their cars in a designated visitors' car parking area adjacent to the site entrance. If necessary, and upon request, transportation to various contractors' locations will be arranged by TAC-Construction's representative.

In the case of emergency or in circumstances where TAC-Construction has given authority, a union official may be permitted to take his/her car into the construction area.



- (e) Before entering a work place a union official is to report to the representative of the contractor/sub-contractor within the construction area.
- (f) A union official is required while in the construction area to observe all safety rules and established site policy, which includes, as a minimum, the wearing of hard hats, adequate foot protection and, in certain circumstances, safety glasses.
- (g) Subject to job requirements, and authority being given by an authorised representative of a contractor a union official may converse with his/her job delegate during the course of his/her visit.
- (h) A union official shall not hamper or hinder other employees during his/her visit.
- (i) Any contractor's representative on site shall not unreasonably withhold permission for a union official to meet with the official's representative/members on the site.

**42. TERMINATION OF PAY**

In lieu of award termination and redundancy payments otherwise payable, contractors and subcontractors shall contribute into ACIRT or an approved Occupational Redundancy Fund, an amount of \$41.60 per week per employee, in respect of each completed week of employment at the construction site and shall for the term of their contract on the construction site complete a Deed of Adherence which shall apply in respect of employees whilst they are engaged at the construction site.



**43. AGREEMENT NOT TO BE USED AS PRECEDENT**

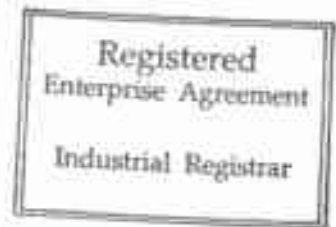
The Peak Union Councils on behalf of their affiliated unions, and the MTIA ~~on behalf of~~ contractors and sub-contractors, agree that this Agreement was made having regard to the special circumstances existing on the Tomago Aluminium Smelter Potlines 1 and 2 Expansion Project Construction Site and that the contents herein are not to be used as a precedent by either party.

**44. TAC-CONSTRUCTION HAND-OVER - TAC ACCEPTANCE**

- (a) Items of plant, equipment or areas related to the Tomago Aluminium Smelter Potlines 1 and 2 Expansion Project Construction Site and/or any of its systems may be accepted by TAC upon completion at any time during the course of the construction project. Such items shall, subject to clause (c) of this clause, be deemed to be pre-commissioned for the purposes of this Site Agreement with the result that TAC employees may involve themselves with the use and operation of such equipment and facilities.
  
- (b) It is the responsibility of TAC-Construction to issue a statement of practical completion to TAC and the responsibility of TAC to issue a certificate of practical completion. Any item of work embraced by clause (a) of this clause shall be clearly identified by area or by other means (such as tags). Subsequent to such identification all such areas, equipment, systems, faculties, etc., will become the responsibility of TAC.



- (c) It is the responsibility of TAC to declare industrial acceptance on any item of work as embraced in clause (a). TAC reserves the right to pass back to TAC-Construction any item of work which it determines requires major design changes after acceptance. Further TAC reserves the right to utilise vendors for equipment that is under warranty to modify or correct any defects/deficiencies that may occur to the equipment once industrial acceptance is effected.



SIGNED BY METAL TRADES INDUSTRY  
ASSOCIATION OF AUSTRALIA, NEW SOUTH  
WALES BRANCH FOR AND ON BEHALF OF  
CONTRACTORS AND SUBCONTRACTORS  
IN THE PRESENCE OF:

*John Stark*  
27/3/97

*Paul Win* 27/3/97



SIGNED FOR AND ON BEHALF OF THE  
LABOR COUNCIL OF NEW SOUTH WALES  
AND ITS AFFILIATED UNIONS  
IN THE PRESENCE OF:

*[Signature]*  
C. RAZBORSKI  
26/3/97

*J. Hewston*  
26-3-97

SIGNED FOR AND ON BEHALF OF THE  
NEWCASTLE TRADES HALL COUNCIL AND  
ITS AFFILIATED UNION IN THE  
PRESENCE OF.

*[Signature]* 27/3/97.

*[Signature]*  
S.A. ZORIO  
27/3/97.

**TOMAGO ALUMUMINIUM SMELTER  
POTLINES 1 AND 2 EXPANSION  
CONSTRUCTION SITE**



**TRAVEL AND/OR LIVING AWAY  
FROM HOME DECLARATION**

**METAL TRADES INDUSTRY ASSOCIATION  
OF AUSTRALIA, NEW SOUTH WALES BRANCH  
and  
LABOR COUNCIL OF NEW SOUTH WALES  
NEWCASTLE TRADES HALL COUNCIL**

**THE SAFE SITE**

**Appendix 1 - Travel and/or Living Away  
From Home Declaration**

**Site: Tomago Aluminium Potlines 1 & 2 Expansion Construction Project.**

Name of Applicant: \_\_\_\_\_  
An Employee of: \_\_\_\_\_  
Name of Employer: \_\_\_\_\_  
make application to be classified as: \_\_\_\_\_

Either:

1. A local worker

Signature of Applicant: \_\_\_\_\_

Or:

2. An itinerant worker -  
that is, defined as an  
employee with no fixed  
address

Signature of Applicant: \_\_\_\_\_

Or:

3. A distant worker -  
that is, it is unreasonable  
for me to return home each  
night

Signature of Applicant: \_\_\_\_\_

Either:

a. As a distant worker, I also  
make application for  
accommodation to be provided  
for me free of charge

- Yes  Tick  
- One  
- No  Box  
-

Or:

b. As a distant worker, I also  
make application for excess  
fares and travelling time

- Yes  Tick  
- One  
- No  Box

I, the applicant, have read the Site Agreement (including Clause 25) and understand my entitlements.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Recommendation by Employer



**TOMAGO ALUMUMINIUM SMELTER  
POTLINES 1 AND 2 EXPANSION  
CONSTRUCTION SITE**

**SITE RULES**

**METAL TRADES INDUSTRY ASSOCIATION  
OF AUSTRALIA, NEW SOUTH WALES BRANCH  
and  
LABOR COUNCIL OF NEW SOUTH WALES  
NEWCASTLE TRADES HALL COUNCIL**

**THE SAFE SITE**



## Appendix 2 - Site Rules

THE SITE RULES ARE FOR YOUR PROTECTION AND SAFETY.

ADHERENCE IS MANDATORY FOR ALL INCLUDING TAC-CONSTRUCTION STAFF, EMPLOYERS AND EMPLOYEES WHILE ON SITE.



## Appendix 2 - Site Rules

1.0 A breach of the following will be considered serious and may lead to an official warning, summary dismissal and/or legal action:

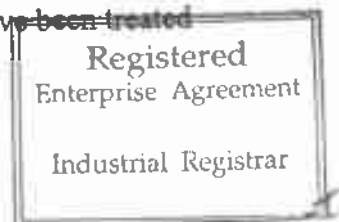
- Possession or use of alcohol, drugs of addiction or non-prescribed drugs on the site is strictly forbidden.
- Committing any act of violence, fighting or horseplay.
- Unauthorised removal from the site of TAC, TAC-Construction, contractors' or another employee's property.
- Wilful damage to TAC, TAC-Construction, contractors' or other employees' property.
- Breach of safety rules and regulations.
- Illegal gambling.
- Refusal of duty.
- Sleeping on the job.
- Breaches of site security procedures.

We want you to enjoy your employment on the site and to achieve job satisfaction. Your assistance in maintaining project performance and behaviour standards will help make the site a safe place to work.

### 2.0 Bag and Vehicle Inspections Leaving the Site

From time to time you may be requested to open your bag and or vehicle for routine inspection by the Security Officers at the Plant and/or Construction gate. You will be expected to allow the inspection in the interests of overall security of TAC, TAC-Construction, contractors and employee property.

Random bag and/or vehicle inspections apply to all TAC, TAC-Construction, Contractors' staff and employees and you should not feel that you have been treated differently from others.



## Appendix 2 - Site Rules

### 3.0 Personal Property

Whilst every effort is made to keep your property safe, TAC, TAC-Construction or the contractors take no responsibility for personal belongings left in crib huts, amenities or other parts of the site.

### 4.0 Where to park your Car

Parking is available in the construction site car park. Employees' personal cars are not permitted on the site.

Please take care whilst using the car park to avoid damage to your own or other vehicles. Signs are provided to show directions and speed limits.

Always lock your vehicle whilst it is parked. TAC, TAC-Construction or the contractors will not accept liability for theft of or from or damage to your vehicle whilst it is parked in the car park.

### 5. Canvassing

Canvassing monies or goods for charity or other purpose is not permitted on site, in the car park, or outside the plant gates without written permission from TAC-Construction.

### 6. Cameras

Cameras of any sort are not permitted on the plant or site without prior written permission from TAC-Construction.

### 7. Mobile Phones, Radios and Recorders

Mobile phones, radios and tape recorders are permitted to be used in crib huts. Mobile phones, radios and tape recorders are not permitted in the workplace.





## Appendix 2 - Site Rules

### 8. Firearms

Firearms are not permitted on site under any circumstances.

### 9. Animals

No animals are permitted on site.

### 10. Fire Fighting Equipment

Any employee found to have misused fire extinguishers or fire fighting equipment will be subject to summary dismissal.

### 11. Shirts and Trousers

Proper long sleeved shirts in designated areas, must be worn at all times on site.

### 12. Project Identity Pass

Project Identity Passes must be carried or worn at all times.

### 13. Plant Area

Employees are not permitted in the existing plant areas without authorisation.

TAC-Construction reserves the right to amend the Site Rules as deemed necessary during the duration of the Site Industrial Agreement of which this document forms part.



**TOMAGO ALUMINIUM SMELTER  
POTLINES 1 AND 2 EXPANSION PROJECT  
CONSTRUCTION SITE**

**INTERFACE AGREEMENTS**

**METAL TRADES INDUSTRY ASSOCIATION  
OF AUSTRALIA, NEW SOUTH WALES BRANCH  
and  
LABOR COUNCIL OF NEW SOUTH WALES  
NEWCASTLE TRADES HALL COUNCIL**

**THE SAFE SITE**

