

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA98/62

**TITLE:** Transfield Pty Ltd FAC Elevated Roadway Project Enterprise Agreement 1997

**I.R.C. NO:** 98/145

**DATE APPROVED/COMMENCEMENT:** Approved 16 January 1998 and commenced 7 July 1997

**TERM:** 18 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:** 28

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** All Transfield employees engaged to perform construction work on the FAC Elevated Roadway Project at Mascot Domestic Air Terminal

**PARTIES:** Transfield Pty Limited -&- 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, The Australian Workers' Union, New South Wales, Transport Workers' Union of Australia, New South Wales Branch, Labor Council of New South Wales and the Communication, Electrical and Plumbing Union, Plumbing Division NSW Branch



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**TRANSFIELD PTY LTD**

**FAC ELEVATED**



**ROADWAY PROJECT**

**CERTIFIED AGREEMENT**

**1997**



Transfield Pty Ltd

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## 1. TITLE

This agreement shall be known as the Transfield Pty Ltd Elevated Roadway Project Enterprise Agreement 1997.

Registered  
Enterprise Agreement

## 2. PERIOD OF OPERATION

This agreement shall come into operation on and from 7 July 1997 and shall remain in force for a period of 18 months.

## 3. RELEVANT AWARDS SUPERSEDED

The National Building and Construction Industry Award.  
The National Metal and Engineering on Site Construction Award.  
The General Construction and Maintenance Civil Engineering (State) Award.  
The NSW Plumbing Industry Award.  
The Transport Industry (Mixed Industries (State) Award  
The Mobile Crane Hiring Award 1966  
The Building Trades (State) Award

## 4. SCOPE

This Agreement shall govern the employment of all Transfield employees engaged to perform construction work on the FAC Elevated Roadway Project at Mascot Domestic Air Terminal, within classifications of employees set out in the Clause 7 Rates of Pay. 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. This agreement shall also govern the employment of subcontractors employees engaged on the Project except to Clauses 6 and 7 and as further set out in Appendix A.

This agreement shall not operate so as to reduce the entitlements of any employee with the relevant Industrial Awards and to the extent of any inconsistency between this Agreement and the relevant Award this agreement shall prevail.

This agreement shall not operate so as to reduce the entitlement of any employees with respect to their existing wages and condition.

## 5. PARTIES AND PERSONS BOUND

For the purposes of negotiating and finalising this Agreement, the parties were fully represented by a single bargaining unit, under the Chairmanship of the Labor Council of New South Wales, consisting of the following representatives:

- The Labor Council of New South Wales
- The Australian Workers' Union, New South Wales
- Automotive, Food, Metal Engineering Printing & Kindred Industries Union, New South Wales Branch
- Construction, Forestry, Mining and Energy Union (New South Wales Branch)
- Transport Workers' Union of Australia, New South Wales Branch

## 6. CONTRACT OF EMPLOYMENT

### 6.1. Weekly Hire

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

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

### 6.2. Casual Labour

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

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

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

### 6.3. Termination of employment

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

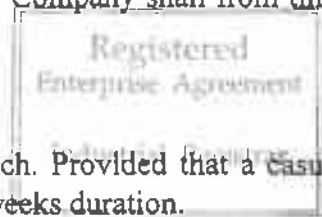
Nothing in this clause shall affect the right of the company to dismiss an employee without notice for serious and wilful misconduct or refusing duty.

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

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

### 6.4. Stand-Down

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



## 7. RATES OF PAY

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

1. Elevated Roadway Employees - Category 1  
Special Class Tradesperson  
Mobile Crane Driver over 100 tonnes  
Tractor Operator over 450kw.
2. Elevated Roadway Employee - Category 2  
All Tradespeople  
Mobile Crane Driver 40 to 100 tonnes  
Tractor Operator over 220 kw to 450kw  
Rigger/Dogman (as defined)
3. Elevated Roadway Employee - Category 3  
Tractor Operator over 48kw to 220kw  
Mobile Crane Driver to 40 tonnes  
Rigger  
Dogman  
Scaffolder (certified)  
Steel Fixer  
Concrete Finisher  
AWU Civil Construction Workers Grade 4 & 5
4. Elevated Roadway Employee - Category 4  
Hoist Driver  
Trade Assistants  
AWU Civil Construction Worker Grade 1-3  
Concrete Placer  
Survey Field Hands



### Rates

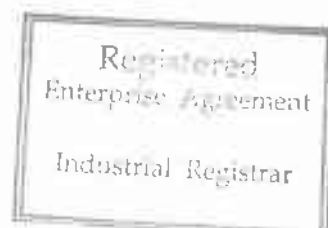
Category	From Commencement of Project	From 4 January 1998	From 1 March 1998	From 1 September 1998
1	14.70	15.75*	16.22*	16.71*
2	14.00	14.49/15.00*	14.92/15.45*	15.37/15.91*
3	13.44	13.92	14.33	14.76
4	12.88	13.33	13.73	14.14

\* Includes tool allowance for tradesperson.

## 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

1st year	42%
2nd year	55%
3rd year	75%
4th 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 2-5 employees	\$23.65/w
In-charge of 6-10 employees	\$29.30/w
In charge of more than 10 employees	\$39.80/w

### 2. *Tool Allowance*

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

### 3. *First Aid Allowance*

An employee, who holds a current first aid certificate and is appointed to carry out First Aid, shall be paid an additional \$7.60 per week.

### 4. *Fares*

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

### 5. *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.

### 6. *Productivity Allowance*

An allowance of \$1.50/hour flat shall be paid for all hours worked to compensate for the non payment of disability allowance or like allowances found in the relevant parents awards. The parties to this agreement have been fully briefed as to the nature, work requirements, access and work place difficulties of the project, therefore no additional like allowance is payable.



## 8. NO EXTRA CLAIMS

It is a term of the agreement that the unions will not pursue, any extra claims, with respect to this Project for the life of this Agreement.

Registered  
Enterprise Agreement  
Industrial Registrar

## 9. HOURS OF WORK

9.1. The ordinary hours of work shall be an average 38 per week to be worked Monday to Friday between the hours of 6.00am and 6.00pm. The normal hours of work within this spread of hours shall be as determined by the Company in consultation with employees affected to meet program requirements.

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

### 9.2. Flexible Hours of Work

To give effect to the Companies World Best Practice and Productivity Improvement Policy, Hours of Work in this Agreement will be structured in a manner designed to achieve continuity of operations without disruption to work flow.

Hours of work may be varied on a section or sections of work by agreement between the Company and the majority of employees engaged in the section or sections concerned or, in the absence of agreement, by the giving of 48 hours' written notice by the Company to the employees concerned.

9.3. 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.

### 9.4. Implementation of a 38 Hour Week

The implementation of a 38 hour week providing maximum flexibility relevant to the working requirements may be either:

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

#### 9.5. Notice of Days Off

Employees entitled to a day off during their work cycle will be advised of their rostered day off at least four (4) weeks in advance of the work day they are taking off. A shorter period of notice may be agreed to by the Company and the employees directly affected.

#### 9.6. 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.

#### 9.7. Flexibility - Rostered Days Off

Due to the special nature of this project employees, by mutual agreement, may accrue a maximum of five (5) RDOs to be taken at a mutually agreed time. This does not apply to Plumbers and Gasfitters employed on the Project.

#### 9.8. Meal Break

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

### 10. SHIFT WORK

#### 10.1. Shift Work Definitions

For the purposes of the Agreement:

- "Afternoon Shift" means any shift starting at or after 9.00pm and at or before 11.00pm.
- "Continuous Work" means work carried on with consecutive shifts of persons throughout the 24 hours of each at least six consecutive days without interruption except during breakdowns or meal breaks or due to circumstances beyond the control of the Company.

- "Night Shift" means any shift finish at or after 11.00pm and at or before 7.00am.
- "Rostered Shift" means a shift of which the employee concerned has had at least 48 hours' notice.

## 10.2. Shift Roster

The hours of work of weekly employees on shift work shall be an average of 38 per week.



Shifts shall be worked according to a roster which shall:

- Provide for rotation of shifts or employees if requested;
- Provide for not more than eight (8) shifts to be worked in any nine (9) consecutive days;
- Specify the commencing and finishing time of each shift.

Five (5) day shift work shall provide for the working of shifts over five (5) consecutive days, Monday to Friday, inclusive.

Day workers may be transferred to shift work by seven (7) days' notice given by the Company to the employee or in cases where sudden or unforeseen circumstances make the change necessary, by 24 hours' notice.

Any of the shift provisions prescribed in this clause may be varied as to all or a section of the employees by agreement between the Company and the employees directly affected.

Any disagreement that may arise with respect to the shift rosters shall be discussed initially in accordance with the Settlement of Disputes Procedures Clause of this Agreement.

## 10.3. Ordinary Hours

The ordinary hours of work for shift workers shall not exceed an average of 38 per week over a shift roster.

A shift shall consist of not more than ten consecutive hours inclusive of a crib time of Thirty (30) minutes which shall be counted as time worked.

## 10.4. Overtime

All time worked by a shift worker in excess of or outside the ordinary hours shall be paid for at double time. A shift other than a rostered shift, shall be paid for at overtime penalty rates. Provided that this shall not apply when the overtime is worked by arrangement between the employees themselves or for the purpose of effecting the customary rotation of shifts.

#### **10.5. Shift Allowances**

Shift workers, whilst on afternoon and night shift - other than on a Saturday, Sunday or Public Holiday - shall be paid for such shift 25% more than their ordinary rate.

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

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

#### **10.6. Saturdays**

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

#### **10.7. Sundays and Public Holidays**

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

Employees working on a rostered shift on a Sunday shall be paid for such shift at double the ordinary rate, and for such shifts on a Public Holiday at two and a half times the ordinary rate.

#### **10.8. Unforeseen Additional Workloads/Emergencies**

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

#### **10.9. Meal Break**

A meal break of twenty (20) minutes shall be allowed no later than five (5) hours after the commencement of each shift to allow shiftworkers to take a meal break.

## 11. REST PERIODS AND CRIB TIME

There shall be allowed, without deduction of pay, a rest period of 10 minutes between 9.00am and 11.00am Monday to Friday.

When an employee is required to work overtime after the usual ceasing time for the day or shift for two hours or more, they shall be allowed to take, without deduction of pay, crib time of 20 minutes in duration immediately after such ceasing time and thereafter, after each four hours of continuous work, they shall be allowed to take also, without deduction of pay, a crib time of 30 minutes in duration. In the event of an employee remaining at work after the usual ceasing time without taking the crib time of 20 minutes and continuing at work for a period of two hours or more, they shall be regarded as having worked 20 minutes more than the time worked and be paid accordingly.

For the purposes of this subclause "usual ceasing time" is at the end of ordinary working hours inclusive of time worked for accrual purposes as prescribed in Clause 9.

Where shift work comprises three continuous and consecutive shifts of eight hours each per day inclusive of time worked for accrual purposes as prescribed in clause 9.4 a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by the agreement.

## 12. OVERTIME AND SPECIAL TIME

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

An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours work at the appropriate rates for each time they are so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.

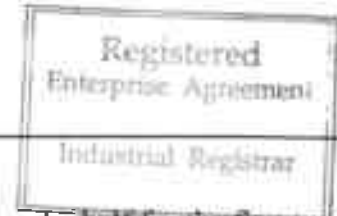
This subclause shall not apply in cases where it is customary for an employee to return to the company's premises to perform a specific job outside ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

If the Company requires an employee to work during the meal breaks prescribed by Clauses 9 and 10 of this agreement such employee shall be allowed whatever time is necessary to make up the prescribed meal break, and the employee shall be paid at the rate of double time for the period so worked until a meal break is taken.

No apprentice under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance from technical school, as required by any statute, award or regulation applicable to them.

An employee who works so much overtime:

- (a) Between the termination of their ordinary work day or shift, and the commencement of their ordinary work in the next day or shift that they have at least ten consecutive hours off duty between these times; or on Saturdays, Sundays and holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the 24 hours preceding their ordinary commencing time on their next ordinary day or shift, shall, subject to this subclause be released after completion of such overtime until they have had ten hours off duty without loss of pay for ordinary working time occurring during such absence;
- (b) If on the instructions of their supervisor, such an employee resumes or continues to work without having had such ten consecutive hours off duty they shall be paid at double rates until they are released from duty for such period and they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
  - (i) for the purpose of changing shift rosters; or
  - (ii) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
  - (iii) where a shift is worked by arrangement between the employees themselves.
- (d) The company may require an employee to work reasonable overtime.
- (e) All work performed on any of the holidays prescribed in the clause Public Holidays and Holiday Work, or substituted in lieu thereof, shall be paid for at the rate of double time and a half.
- (f) An employee required to work on a holiday shall be afforded at least four hours work or paid four hours at the appropriate rate.
- (g) Employees who are involved in the special day work system of working their ordinary hours Tuesday to Friday shall receive Saturday penalty rates if required to work on the Monday which would be their normal day off work.



### **13. WEEKEND WORK**

Overtime work on Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter, provided that all overtime worked after 12.00 noon on Saturday shall be paid for at the rate of double time.

Provided that all work performed on the Saturday following Good Friday shall be paid for at the rate of double time and a half.

All time worked on Sundays shall be paid for at the rate of double time.

An employee required to work overtime on a Saturday or to work on a Sunday shall be afforded at least three hours work on a Saturday or four hours work on a Sunday or shall be paid for three hours on a Saturday or four hours on a Sunday at the appropriate rate.

Provided that an employee required to work on the Saturday following Good Friday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

An employee working overtime on Saturday or Sunday shall be allowed a rest period of ten minutes between 9.00am and 11.00am. This rest period to be paid for as through worked.

An employee working overtime on a Saturday or working on a Sunday shall be allowed a paid crib time of 20 minutes after four hours work, to be paid for at the ordinary rate of pay but this provision shall not prevent any arrangement being made for the taking of a 30 minute meal period, the time in addition to the paid 20 minutes being without pay.

In the event of an employee being required to work in excess of a further four hours, they shall be allowed to take a paid crib time of 30 minutes which shall be paid at the ordinary rate of pay.

### **14. PUBLIC HOLIDAYS AND HOLIDAY WORK**

An employee, other than a casual employee shall be entitled to the following holidays without deduction of pay. Provided that if any other day be by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed, then such day shall be deemed to be a holiday for the purposes of this agreement.

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

Provided that:

- 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 agreement occur within a 7 day span, such holidays shall for the purpose of this clause be a group of holidays. If the first day of the group of holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days.
- 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 \$7.50 to meet the cost of a meal.

Provided that this clause shall not apply to an employee who is provided with reasonable board and lodging or who is receiving a distant job allowance and is provided with a suitable meal.

An employee, shall be entitled to be paid \$7.50 for each meal after the completion of each four hours from the commencement of overtime.

## 16. ANNUAL LEAVE

The Annual Holidays Act of NSW shall apply.

### 16.1. Annual leave loading

In addition to the payment prescribed in this subclause an employee shall receive during a period of annual leave a loading of 17.5% calculated on the rates, loadings, and allowances prescribed by Clause 7 and leading hand rates if applicable. If shift loadings would have provided a greater amount than the 17½% loading, shift workers will receive the higher percentage. The loading prescribed above shall also apply to proportionate leave on lawful termination.



## 17. SICK LEAVE

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

- They shall endeavour within 2 hours of the commencement of such absence to inform the company of their inability to attend for duty, and, as far as practicable, state the nature of the injury or illness and the estimated duration of their absence.
- They shall prove to the satisfaction of the company that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- An employee during their first year of employment with the company shall be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of their first year of employment.

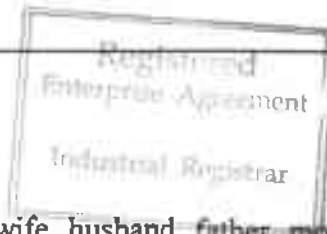
Provided that an employee who has completed one year of continuous employment shall be credited with a further ten days sick leave entitlement at the beginning of their second and each subsequent year, which, shall commence on the anniversary of engagement.

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

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

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

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



## 18. BEREAVEMENT LEAVE

An employee shall on the death within Australia of a wife, husband, father, mother, brother, sister, child or stepchild, mother-in-law, father-in-law, be entitled on notice to leave up to and including the day of the funeral of such relation, (or where made necessary because of travel arrangements, the day after the funeral) and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work.

Proof of such death shall be furnished by the employee to the satisfaction of the company.

Provided that this clause shall have no operation while the period of entitlement to leave under it coincides with any other period of entitlement to leave.

For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.

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

## 19. PARENTAL LEAVE

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

## 20. JURY SERVICE

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

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

## 21. TIME RECORDS

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

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

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

## 22. PAYMENT OF WAGES

### 22.1. Payday and methods

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

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

## 22.2. Pay packet details

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

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



## 22.3. Payment on termination

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

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

## 23. DEFINITIONS

**"Elevated Roadway Project"** means the construction of the elevated roadway above the existing road outside of the Domestic Airline Terminals at Mascot.

**"Agreement"** means the Elevated Roadway Project Agreement 1997.

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

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

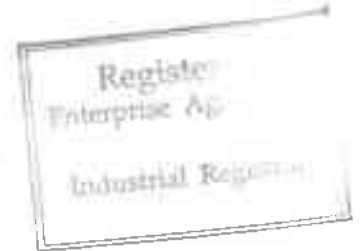
**"Shift Work"** means roster periods of ordinary time work which may be fixed or alternating.

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

**"Rigger/Dogman"** means a adult employee responsible for the rigging involved in the erection, placing in position, dismantling of structural steel, plant, buildings machinery, equipment and like and working with cranes in dogman duties.

### 23.1. Penalty rates

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



### 24. REDUNDANCY

The Company shall make a contribution of \$41.60 per week on behalf of each employee excluding apprentices into an agreed Industry Redundancy Fund.

### 25. UNION DELEGATE

An employee appointed as a union delegate shall, upon notification by the union to the company be recognised as the accredited representative of the union to which they belong and shall be allowed all necessary time during working hours to submit to the company matters affecting the employees they represent and further shall be allowed reasonable time during working hours to attend to job matters affecting their union. A union delegate shall notify the Company's representative and their union prior to the calling of any stop work meeting so that the procedures laid down in the clause Settlement of Disputes, may be observed.

### 26. POSTING OF AGREEMENT

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

### 27. INCLEMENT WEATHER

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

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

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



It is the intent of this Clause that the parties approach the issue of inclement weather in a positive manner to minimise the effects of inclement weather and reduce a minimum non productive time utilising, where practical, the opportunity for training.

Time spent during periods of inclement weather can be utilised for the purpose of relevant agreed training. The training plan for periods of inclement weather will be co-ordinated through the site Consultative Committee. The training will be delivered by suitably experienced and qualified people.

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

## 28. SETTLEMENT OF DISPUTES

In the event of any dispute or claim arising between the company and employees any such dispute or matter shall be dealt with in the following manner:

- In the first instance the dispute or claim 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 claim 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 claim 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.
- The Labor Council of NSW is a party to this Settlement of Disputes Procedure.
- 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, every endeavour will be made by the parties to ensure that work continues normally.

## 29. SUPERANNUATION

The company shall make superannuation contributions of \$50.00 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.

Registered  
Enterprise Agreement

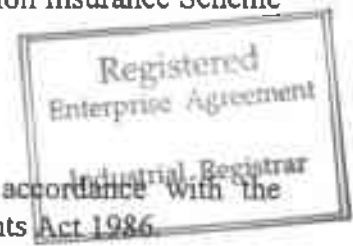
Industrial Registrar

### 30. INSURANCE

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

### 31. 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



### 32. PROTECTIVE CLOTHING

All employees shall be issued with safety footwear and protective clothing under the following terms:

- All employees must wear the footwear and clothing (as supplied) at all times.
- It is the responsibility of employees to clean and maintain same in a neat and tidy condition.
- Clothing issued may be identified by a Company name or logo.
- No agreement will be entered into to pay cash in lieu or for an employee to purchase their own protective clothing and seek reimbursement.

#### Protective Clothing and Safety Footwear Issue

**Newly Engaged Permanent Employees after 152 hours employment on site.**

- One pair of safety shoes shall be supplied upon commencement of employment and shall be replaced on a fair wear and tear basis thereafter.
- Two sets of protective clothing shall be supplied annually as defined hereunder or on a fair wear and tear basis:

Two pairs of Combination Overalls;

or

Two pairs of Long Trousers;

plus

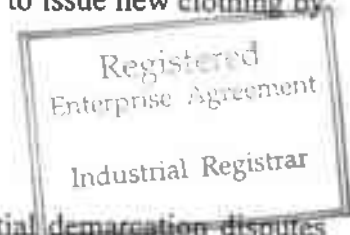
Two pairs of Long Sleeve Shirts.

A bluey jacket will be issued to employees between 1st May and 30 September, subject to completion of months service. Such bluey jacket will be replaced on a fair wear and tear basis.

### 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.



### 33. 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 NSW shall be advised. The Labor Council of NSW, 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 reasonable 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.

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 fare as any other description or method of work, site, location, Agreement (Certified or otherwise) or Award (State or Federal) may be concerned.

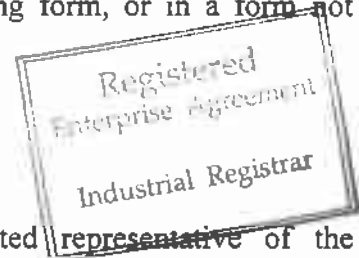


### 34. RIGHT OF ENTRY

The Secretary or any other duly accredited representative of the Union will have the right to enter any place or any premises where employees are employed at any time during normal working hours or when overtime is being worked, for the purpose of interviewing employees, checking on wage rates, Agreement breaches or safety conditions or regulations so long as they do not unduly interfere with the work being performed by any employee during working time, and provided that they present themselves with their authority as prescribed by this Agreement, to a representative of management prior to pursuing their union duties.

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

(Name of Organisation)



This is to certify that ..... is a duly accredited ~~representative~~ 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)

### 35. 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.

36. SIGNATORIES

Transfield Pty Ltd

[Signature]

Signature

[Signature]

Witness



Dated this 18th day of November 1997.

The Labor Council of New South Wales.

[Signature]

Signature

[Signature]

Witness

Dated this 30th day of October 1997.

The Australian Workers' Union, New South Wales

[Signature]

Signature

[Signature]

Witness

Dated this 31th day of October 1997.



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

\_\_\_\_\_

Signature

\_\_\_\_\_

Witness



Dated this \_\_\_\_\_ day of \_\_\_\_\_ 1997.

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

L. Bab

Signature

M. Pitt

Witness

Dated this 24<sup>th</sup> day of OCTOBER 1997.

**Transport Workers' Union of Australia, New South Wales Branch**

[Signature]

Signature

[Signature]

Witness

Dated this 12<sup>th</sup> day of NOVEMBER 1997.

**Electrical Trades Union of Australia (New South Wales Branch)**

[Signature]

Signature

P. Baker

Witness

Dated this 29<sup>th</sup> day of October 1997.

**C. E. P. U. - Plumbing Division NSW Branch**

[Signature]

Signature

[Signature]

Witness

Dated this 30<sup>th</sup> day of October 1997.





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## APPENDIX A

### SUBCONTRACTORS TO TRANSFIELD

This clause shall apply to contractors who enter into a direct contract with Transfield Pty Ltd to perform work on the Elevated Roadway Project, it shall not apply to service providers or suppliers who are not engaged full time on the project.

Where the Contractor has a registered enterprise agreement with the Unions party to this agreement that contractor and their employees shall work to the terms and conditions of that enterprise agreement. In addition to the terms of that enterprise agreement the following additional payment of \$1.50/hour worked shall be paid to Transfield employees and subcontractors employees.

This allowance is paid in recognition of the commitment of the parties to improve OHS and Rehabilitation practice, flexible work practices which acknowledge the unique work times available on the Project. The parties have discussed at length and acknowledge that the working times on this project need to reflect the fact that no access impediments can be placed on the Operating terminals and that passenger movement of paramount importance.

Minimum Industry standard of redundancy \$41.60/w and superannuation \$50/w shall also be met.

### SITE INDUCTION

The parties agree to support the training provided by TETA for casual and permanent transport workers. It is considered more beneficial for transport workers as it covers the requirements of the site induction as well as provides requirements of the site induction, OHS and R needs as well as provides accredited industry based training.



### TRANSIENT TRANSPORT WORKERS

Only those drivers with regular involvement with the project of 2 hour or more per day will be entitled to provisions of this agreement.

Lorry Owner drivers are not entitled to clauses in this agreement relating to superannuation, redundancy, project allowances and the provisions included in them.