

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/210

TITLE: Thiess John Holland Lane Cove Tunnel and Roadworks Construction Enterprise Agreement 2004 - 2007

I.R.C. NO: IRC4/3289

DATE APPROVED/COMMENCEMENT: 25 June 2004

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 30 July 2004

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of Thiess John Holland located at 34 Waterloo Road, North Ryde, NSW 2113 engaged in the classifications of On Site Construction Work

PARTIES: Thiess John Holland -&- 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, The Australian Workers' Union, New South Wales

LANE COVE TUNNEL AND ROADWORKS CONSTRUCTION ENTERPRISE AGREEMENT 2004 - 2007

Between

Thiess John Holland

&

Australian Workers Union, New South Wales, & Construction Forestry Mining Energy Union, (New South Wales Branch), &Automotive Food Metals Engineering Printing and Kindred Industries Union, (New South Wales Branch) &Electrical Trades Union of Australia, New South Wales

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PART A

1. Title

This Agreement shall be known as the Thiess John Holland Lane Cove Tunnel and Roadworks Construction Enterprise Agreement (“the Agreement”).

2. Parties

2.1 The parties to the making of this Agreement are:

Thiess John Holland

The Australian Workers Union, New South Wales

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, (New South Wales Branch)

The Construction Forestry Mining Energy Union (New South Wales Branch)

Electrical Trades Union of Australia New South Wales

3. Period of Operation

This Agreement will take effect on and from the date of certification by the Industrial Relations Commission of NSW and remain in force for a period of three years.

4. Definitions

For the purposes of this Agreement the following definitions apply:

"Lane Cove Tunnel and Roadworks Construction Project" or "the Project" means the infrastructure project performed under the Design and Construction Deed for the Lane Cove Tunnel Company involving the

construction of a 3.6 kilometre two and three lane tunnel linking the Gore Hill Freeway and the Lane Cove River and associated Roadworks on the Gore Hill Freeway and Epping Road.

“Deed” means the Lane Cove Tunnel Project Design and Construction Deed between Thiess Pty Ltd, John Holland Pty Ltd and the Lane Cove Tunnel Company

“Project site” means the worksites on the Project, being the sites specified in Clause 5.1 of this Agreement

“TJH” means Thiess John Holland, being a Joint Venture between Thiess Pty Ltd and John Holland Pty Ltd

“the Union” and “the Unions” means a union named at Clause 2 of this Agreement

“Employee” means an Employee of TJH

“Employer” means TJH

“Leisure Saturday” refers to means of taking some of the additional RDO’s available as a result of the introduction of the 36 hour week within the construction industry. An employee may elect to use the additional RDO accrual to a maximum of 14.4 hours on a ‘no work’ Saturday.

“Work area,” means a distinct work site or area of work activity (eg tunnel excavation, a delineated area of Roadworks etc)

5. Application and Scope

5.1 This Agreement applies to all persons who are directly employed by TJH to perform on site construction work and related work on the Project within the classifications set out in Schedule 1, being work that is performed at the following Project Sites:

Underground tunnel excavation, construction, tunnel lining, service and systems installation between Gore Hill Freeway and Lane Cove River.

Access ramps to works at:

Pacific Highway

Gore Hill Freeway

M2

Reserve Road

Epping Road

Exit and entry ramps from Warringah Freeway to Falcon Street and associated structures.

Adjustments and associated works to:

Epping Road, Lane Cove West

Longueville Road, Lane Cove West

Pacific Highway, Artarmon

Gore Hill Freeway, Artarmon/Willoughby/Naremburn

Warringah Freeway, Cammeray/North Sydney

Falcon Street, North Sydney

Reserve Road Artarmon

Continuous cycleway and related structures from Wicks Road, North Ryde to Northcote Street, Naremburn

Public transport facilities at the intersection of Longueville Road and Parkland Avenue

A Motorway Control Centre

Associated landscape works for the sites contained herein

Work compounds

Mowbray Road Worksite (including the batch plant operations) and;

Persons who are employed in any of the classifications set out in schedule 1 of the Agreement.

5.2 This Agreement does not apply to:

work that is not performed on the Project Sites

work that is not contained within the scope of the Deed

agreed specialist work

subcontractors

6. Relationship With Other Awards & Agreements

Except where specifically referred to in this Agreement, this Agreement will apply to the exclusion of any other award, enterprise agreement or certified Award of the NSW Industrial Relations Commission or Australian Industrial Relations Commission that would otherwise apply to the performance or work by persons covered by this Agreement. To avoid doubt, this means that this Agreement is the only industrial instrument that applies to TJH, its employees and the Union (s) on the Project.

7. The Commitment of the Parties to Honour This Agreement

7.1 This Agreement gives effect to the agreement reached between each of the parties to the making of this Agreement.

7.2 The parties have agreed that the regulation of employment conditions and employee relations for TJH employees on the Project should be achieved by this NSW Agreement. The parties are committed to the completion of the Project under the terms and conditions of this Agreement that has been thoroughly negotiated and finalised prior to substantial construction work being undertaken by the parties.

7.3 The parties will not seek to pursue arrangements designed to override, avoid or supersede the provisions of this Agreement. For example, the parties will not pursue claims to override, avoid or supersede the provisions of the Agreement by invoking bargaining provisions under the *Workplace Relations Act* 1996. To avoid doubt, this subclause applies to Clause 49, Leave Reserved, of this Agreement.

7.4 The parties to this Agreement agree to commit themselves to honouring and complying with their obligations within the agreed terms. The parties accept that, subject to the proper consultation processes being followed, all parties will co-operate willingly to achieve the objectives of this Agreement and work together, so that all parties perform to their full capability and potential and the objectives of the Agreement are met.

7.5 The Union(s) party to the Agreement will designate officers to be responsible to the Project. These officers will honour the obligations of this Agreement. In the event that TJH has a concern that a particular officer of the Union(s) is not complying with a term of this Agreement TJH will communicate

this concern to the Secretary of the Union(s) or nominee. The Secretary of the Union(s) or nominee will be available to immediately address such a concern and will ensure that the terms of this Agreement are adhered to.

Similarly, if the Union(s) has a concern that the terms of this Agreement are not being honoured by TJH, the Project Director of TJH will be immediately available to address such concerns and ensure the terms are adhered to.

8. Objectives of the Parties

8.1 The principal objective of this Agreement is to safely complete a quality project on time and on budget with minimal disruption to the travelling public and the residents adjacent to the works.

8.2 To support the principal objective nominated above, the parties also agree to continue to develop and implement the following objectives in respect of the following key areas on the Project:

Excellence in Occupational Health and Safety (OHS) – The parties are committed to acting safely to ensure a safe project and to achieving the best possible outcomes in relation to occupational health and safety, in accordance with the *OHS Act 2000*;

Quality of Work – The parties are committed to delivering a high quality project to meet the requirements of the Deed in respect of time and budget;

Community Impact – The parties recognise the nature and location of the Project presents unique challenges and are therefore committed to minimising any negative impact upon the community arising from the project;

Excellence in Environmental Management – The parties recognise that the location and nature of the project provides unique challenges in relation to environmental matters and are committed to ensuring that any negative impacts upon the environment are minimalised.

Establishing effective consultative and communication processes – The parties are committed to maintaining a high standard of TJH/Employee/Union communication and consultation.

Maximum flexibility - Employees, The Unions and TJH will accept flexibility of jobs and duties and acceptance of improved work organisation to limit unproductive time.

Positive Workplace Culture – The parties recognise the importance of a positive workplace culture to achieving project objectives. In particular the parties are committed to a culture of co-operation, communication, mutual respect and shared goals.

NSW Code of Practice for the Construction Industry – The parties are committed to adherence to the provisions of the NSW Code of Practice for the Construction Industry.

Training and Career Development for Employees – The parties recognise the value of structured learning and development to project and industry success and to the job opportunities of Employees and will accordingly co-ordinate, deliver and participate in such development, consistent with the Project Training Management Plan.

9. No Extra Claims and/Or External Issues

The parties intend and agree that this Agreement prescribes comprehensive terms and conditions of employment that are to apply for the duration of this Agreement and that no employee or Union(s) will pursue any further claims in respect of terms and conditions of employment during the term of this Agreement whether or not such terms or conditions are prescribed by this Agreement. Without limiting the generality of the foregoing, no Employee or Union(s) shall engage in industrial action for the purpose of advancing claims in excess of the provisions of this Agreement, against TJH in respect of the employment of Employees.

It is noted by the parties that the terms of Clause 49, Leave Reserved, of this Agreement enable the Union parties to bring separate proceedings to the Commission in relation to Bargaining Agent's Fees , and it is an intention of this clause, inter alia, that no Employee or Union(s) shall engage in industrial action for the purposes of advancing a claim for Bargaining Agent's fees.

10. Agreement Not a Precedent for Thiess Or John Holland Operations

- 10.1 The parties recognise that this Agreement and its terms have been established to meet the requirements of TJH, the Unions and Employees in relation to the Project.
- 10.2 The parties will not seek to make claims upon other Thiess or John Holland projects or operational areas that use this Agreement and/or its terms as a precedent for such claims. Specifically, the parties recognise that Thiess and John Holland conduct operations in other industry sectors and will not pursue claims for terms and conditions contained in this Agreement where those terms and conditions are likely to impact in a negative way on the competitive position of Thiess or John Holland Civil operations.

11. Project Monitoring Committee

The parties will establish a Project Monitoring Committee as a further means to ensure optimum employer/employee relations are maintained on the project. The Project Monitoring Committee will consist of equal representation of TJH and the Unions.

The Project Monitoring Committee will provide a forum at which the parties can communicate matters concerning the project, review compliance to the Dispute Settlement Procedures and formulate and agree criteria to measure the progress of the project. This will entail a review of the construction progress compared to the project programme and information gathered within the Quality Management system relating to performance standards set.

All parties attending Monitoring Committee meetings shall co-operate to ensure the intent expressed in this Agreement is maintained at all times.

It shall not be used as a means of replacing or substituting any of the provisions of the Grievance Procedure within this Agreement.

PART B – EMPLOYMENT CONDITIONS

12. Contract of Employment

- 12.1 Employees may be employed on a full-time or casual basis.
- 12.2 A casual Employee is one who is engaged on a daily basis. A casual loading of 25% shall be paid. The casual loading is paid in lieu of annual leave, personal leave, parental leave, jury service, public holidays and redundancy as contained in this Agreement. This 25% loading will be applicable and payable in addition to overtime penalties when overtime is worked.
- 12.3 A casual Employee may be employed by TJH on a regular and systematic basis for any period not exceeding four (4) weeks. If the employment is to continue on a regular and systematic basis beyond four (4) weeks the Employee must then be employed on a full-time basis.
- 12.4 On each occasion a casual employee is required to attend work the Employee shall be entitled to payment for a minimum of eight (8) hours work, plus the relevant fares and travel allowance prescribed by Clause 29 of this Agreement.
- 12.5 Termination of all casual engagements shall require eight (8) hours notice on either side or the payment or forfeiture of eight (8) hours pay, as the case may be.
- 12.6 Except as hereinafter provided, an Employee shall be deemed to be employed by the week, except where specifically engaged as a casual employee.

12.7 The first eight (8) weeks of employment of an Employee shall be on a probationary basis during which the employment may be terminated upon one (1) week's notice or payment of one (1) week's wages in lieu of notice. Regular feedback will be provided during the probationary period at four (4) and eight (8) weeks.

12.8 Employees shall:

perform such work, including shift work, as TJH shall reasonably require in accordance with the terms and conditions outlined in this Agreement;

comply with any request of TJH, within the requirements of the Project, to work reasonable overtime in excess of the ordinary hours during the working week at the appropriate remuneration prescribed;

properly use all appropriate protective clothing and equipment provided by TJH for specified circumstances;

participate as a team member in accordance with the organisation of work in line with the Project objectives;

use any technology and perform any duties which are within the limits of the employee's skill, competence and training, that can safely and legally be performed, provided agreed consultative processes are followed;

comply with all lawful policies and procedures of TJH;

undergo training as required;

undertake periodical medical examinations in accordance with TJH's reasonable requirements to determine fitness for work;

accept changed work practices and methods and agreements on such matters that are designed to improve performance on the Project, provided agreed consultative processes are followed;

comply with the Grievance Procedure provided at Clause 18 of this Agreement on all occasions;

comply with the Safety Procedures provided at Clause 19 of this Agreement on all occasions and participate in all safety programmes designed to reduce hazards on the project;

acknowledge the right of all persons to equal opportunity in employment based on merit and the requirements of the job without regard to factors such as gender, race, colour, religion, age, marital status or sexual preference, as set out in Clause 21.

12.9 Where TJH proposes to implement a change in work arrangements or technology that is likely to have a significant impact upon Employees, TJH will consult and advise the Employees affected and their the Union(s) prior to the implementation of the change. Any grievances or disputes in relation to the implementation of change shall be treated in accordance with Clause 18 – Grievance Procedure of this Agreement.

12.10 TJH will provide all Employees with a copy of this Agreement with their letter of offer of employment or during their initial TJH induction.

12.11 Supplementary labour

TJH undertakes that when it engages a labour hire entity, employees of the labour hire entity who work alongside employees of TJH and are performing work within the classifications of the Agreement will be paid the appropriate rate from the Agreement.

13. Termination of Employment

13.1 Termination by TJH

In order to terminate employment the following notice shall be given by either side:

Employee's Period of Continuous Service with TJH	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

In addition to the notice as set out in paragraph 13.1, Employees over forty-five (45) years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice when their employment is terminated by TJH.

Payment in lieu of the notice prescribed in paragraphs 13.1 and 13.2 of this subclause shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time the employee would have worked during the period of notice had employment not been terminated, shall be used. To avoid doubt, this means that the amount payable in lieu of notice shall be equivalent to 36 hours pay at the applicable base hourly rate provided for at Schedule 1 of this Agreement.

In calculating any payment in lieu of notice, superannuation contributions and ACIRT contributions will be paid in addition to ordinary time earnings.

The period of notice in this clause shall not apply in the case of the termination of employment of a casual Employee.

An Employee upon termination shall be paid the following monies owed;

Unpaid accrued RDO hours

Accrued unused sick leave

Accrued unused annual leave

Superannuation contributions

ACIRT contributions

Appropriate notice period

13.2 Time Off During Notice Period

Where TJH has given notice of termination of employment to an Employee, an Employee shall be allowed time off of up to one (1) day during the notice period without loss of pay for the purpose of seeking other employment. The time off shall be taken at times convenient to the TJH, after consultation with the Employee.

13.3 Instant Dismissal

Despite any other provisions in this clause, TJH will have the right to dismiss any Employee, without notice, for conduct that justifies instant dismissal (i.e.: serious and wilful misconduct). In such cases the wages shall be paid up to the time of dismissal only.

14. Abandonment of Employment

14.1 Employees have a responsibility to notify their Employer of any absences from work.

14.2 If after three working days an Employee remains absent without notification, the Employer will:

Make a genuine effort to contact the Employee; and

Notify the relevant union delegate of the Employee's absence

14.3 If the Employer is able to contact the Employee, TJH will require the Employee to provide substantive justification for their absence. TJH reserves the right to take disciplinary action where this explanation is not satisfactory.

14.4 If no contact has been made with the employee after five (5) working days, the Employee will be deemed to have abandoned their employment. TJH will then treat the Employee's employment as having been terminated.

15. Standing Down of Employees

15.1 Despite anything elsewhere contained in this Agreement, the parties agree that TJH will have the right to deduct payment for any day (or part of a day) an Employee cannot be usefully employed because of industrial action. In the event that stoppage of work occurs through breakdown in machinery or by any cause for which TJH cannot reasonably be held responsible, parties will work through the Grievance Procedure.

15.2 Notwithstanding the above, employees may elect to use accrued leave entitlements to receive payment for time where stood down as provided for above. Nothing in this clause shall be taken to mean that payment – including leave payments – will be made for time engaged in industrial action.

PART C – PROJECT PROCEDURES

16. Counselling & Disciplinary Procedure

16.1 This procedure is to be followed for all disciplinary cases including unsatisfactory performance, attendance, and neglect of duty or conduct. This procedure shall not apply to Employees engaged on a probationary or casual basis.

16.2 An employee may seek representation from the Union(s) at any stage of this Counselling and Disciplinary Procedure or in relation to any matters dealt with under this procedure.

16.3 In order that a work culture of integrity and mutual trust is maintained, Employees and TJH will abide by the procedure outlined below.

Step 1 – Verbal Warning/Counselling

Where TJH has a first concern regarding the performance, attendance and/or conduct of an Employee, this Step shall be taken:

An explanation of the concern and the performance and/or conduct expectations of TJH will be given.

The Employee will be given an opportunity to provide an explanation.

TJH will consider this explanation and any relevant facts.

If TJH considers that it is appropriate, the Employee will be reminded of this procedure and that this is the first warning. At that time TJH will inform the Employee that failure to correct the performance and/or conduct, or any other problems with the Employee's performance or conduct may lead to further warnings.

The warning is to be documented and a copy provided to the Employee.

The Employee under counselling will be made aware of the standards of improvement in performance and/or conduct that are to be made.

Step 2 – Written Warning/Improved Performance

Where TJH has ongoing concerns about the performance, attendance and/or conduct of the Employee regarding reasonable standards of performance and/or conduct, this step shall be taken:

TJH will explain its concern with the standards of performance and/or conduct of the Employee.

The Employee will be given an opportunity to provide an explanation.

TJH will consider this explanation and any relevant facts.

If TJH considers that it is appropriate, a written warning is to be given stating the opportunity previously given for improvement. The written warning will inform the Employee that it is a final warning and that failure to meet the stated standards of improvement or any further instances of poor performance and/or conduct will lead to dismissal without further warning.

The written warning will also provide feedback to the Employee on how to improve his / her performance and/or conduct.

Step 3 – Dismissal

If the Employee has failed to meet reasonable agreed standards of improvement in relation to his / her performance, attendance and/or conduct, this Step shall be taken:

TJH will explain its concern with the Employee's performance and/or conduct.

TJH will give the Employee an opportunity to provide an explanation.

TJH will consider the explanation and any relevant facts.

If TJH considers it appropriate, notice of dismissal may be given by TJH.

While in most cases each step of the procedure will be followed in sequential order, in certain cases serious breaches of procedures such as but not limited to safety or environmental, sexual harassment or discrimination, workplace bullying or occupational violence, criminal behaviour or serious breaches of the Alcohol & Drug procedure may result in an Employee going straight to Step 2 or Step 3 of this procedure. This procedure does not take away the right of TJH to dismiss an employee without notice for serious or wilful misconduct or the right of an Employee to seek advice of his/her the Union(s) or representative at any stage of the above procedure.

Where an Employee has demonstrated satisfactory improvement arising from counselling or disciplinary action they may seek that a warning be removed from the relevant employment record. Such removal will not be unreasonably withheld.

17. Induction

- 17.1 The parties recognise the unique nature of this Project and the specific challenges that it presents in relation to safety and the commensurate need for strictly controlled access to the Project Site. The parties recognise that access to the Project site will be controlled by security personnel and an identification card system and other means as necessary to ensure appropriate project security.
- 17.2 TJH Induction - At the commencement of employment, all Employees shall be required to attend and undertake the TJH induction program.
- 17.3 Prior to employment on the Project being confirmed, each Employee must demonstrate competence in all areas of the induction.
- 17.4 TJH induction shall consist of number of components, including:
- Scope, purpose and anticipated duration of the Project.
 - Familiarisation with, and adherence to, the terms of employment contained within this Agreement governing each Employees' contract of employment.
 - Adherence to legislative, site and TJH safety standards and requirements.
 - Adherence to legislative, site and TJH environmental and community relations' requirements.
 - Co-operative objectives regarding goals agreed to by the parties to this Agreement.
 - Specific reference to the application of clause 18 - Grievance Procedure, clause 22 - Continuous Operations, clause 23 - Inclement Weather and clause 16 - Counselling and Discipline Procedure.
 - Reference to the Union(s) Obligations and Rights provisions of clause 47 of this Agreement.
 - Employee rights and entitlements under this Agreement and other statutory rights.
- 17.5 Employees must have completed the OHS General Induction for Construction Work in NSW course, prior to commencing work on site
- 17.6 Project Health and Safety Induction - An appropriate project specific health and safety induction shall also be given to all persons requiring access to the Project site. No persons will be permitted to access the Project site without satisfactory completion of this Project Health and Safety Induction.

18. Grievance Procedure

- 18.1 It is a fundamental requirement of this Agreement that this clause must be observed in its entirety by parties to this Agreement and all employees to whom it applies.
- 18.2 In the event of a dispute or grievance occurring between TJH and its Employees or their Union representative, the following procedure must be followed:
- Discussion between those directly affected;
 - Discussion between site management representatives of TJH and the Union(s) delegate or the designated Union(s) organiser(s), which may necessitate attendance on site by all concerned parties during night shift, if the incident occurs during night shift operations;
 - Discussion between senior management of TJH and the appropriate Union official(s);
 - Discussion between the Secretary of the relevant Union(s) (or nominee) and TJH Project Director (or nominee);

At any time during the dispute, any or all of the parties to this Agreement may refer the dispute to the NSW Industrial Relations Commission, and request that the Commission resolve the dispute pursuant to powers set out in the *Industrial Relations Act 1996*. The parties hereby agree that the Commission is empowered to settle disputes concerning the application of this Agreement;

Work shall continue without industrial action during the discussion and negotiations concerning a dispute and/or grievance, which is required by this clause, and while the matter is before the Commission.

- 18.3 A party's position will not be disadvantaged or prejudiced in regard to the grievance or dispute by the fact that they have adhered to the requirements of this Grievance Procedure.
- 18.4 The parties acknowledge the value of open communication and mutual respect in assisting the resolution of disputes and will use both in applying this procedure to resolve disputes.
- 18.5 The parties agree to genuinely attempt to move through each of these steps expeditiously.
- 18.6 Safety issues shall be isolated from industrial matters and any issue or dispute relating to safety shall be dealt with in accordance with Clause 19.

19. Safety

19.1 Safety Commitment

- (a) The parties are committed to ensuring a safe and healthy workplace and to making this Project a benchmark in terms of OHS outcomes;
- (b) The parties recognise the unique nature of this project and the challenges it presents, and therefore agree to work together to ensure that the Project is safe. In particular, the parties recognise the increased risk to health and safety that is associated with a significant amount of construction activities occurring on an operational feeway and associated network of main arterial roads. TJH will manage these risks in accordance with its safety management system
- (c) The parties and Employees are also committed to safe working procedures, the OHS Act and to the Project Occupational Health and Safety Policy. The parties and Employees shall comply with all the obligations arising under the relevant legislation. Each manager and Employee shall be responsible for ensuring that their immediate area of work is maintained to the standards of safety required by the site. All Employees are encouraged to contribute positively to project safety, including raising concerns regarding safety with TJH;
- (d) The parties and Employees are committed to ensuring that OHS issues are managed and approached in a genuine way.

19.2 Safety Committee

- (a) TJH shall establish safety committee(s) in each designated work area in accordance with the *Occupational Health and Safety Act 2000*. All members of the safety committee(s) shall receive the appropriate training to allow them to perform their duties in accordance with the legislation.
- (b) The parties recognise the role and status of OHS Committee(s) established under the *Occupational Health and Safety Act 2000*. The parties accept that the OHS Committee is the consultative body charged with assisting the outcome of a safe workplace.

19.3 Safety Procedures

- (a) The parties to this Agreement agree to do all things practicable to maintain the site in a safe condition.

- (b) If a safety problem has been identified in a particular work area, the work area OHS Committee representative will inspect the area with management representatives and they will determine the appropriate action to be taken;
- (c) Work shall cease only in areas immediately affected by a reasonable concern as to the existence of an imminent risk to health and safety;
- (d) Work in other areas shall continue without interruption, and all Employees shall remain available on site to carry out work in areas not immediately affected and/or to carry out rectification works. Priority will be given to safety rectification.
- (e) No employee will be required to work in any unsafe area or situation, as determined by the work area OHS Committee representative(s).
- (f) Should a safety dispute arise over whether one or more work areas are safe or not, the Parties agree the following procedure shall apply:

When an Employee becomes aware of an unsafe situation, the Employee must rectify the situation, if it is within their competence and safe to do so.

Where the situation can not be rectified, immediate inspection of the affected areas will be carried out by TJH safety management and the work area OHS committee representative;

As safety rectification work is agreed for each area, all Employees shall immediately commence such rectification work;

Upon verification that such rectification has been completed, normal work will resume progressively in each area;

Employees shall not leave the Project site unless directed to do so;

Should any dispute arise as to the rectification work required to any area, the safety committee chairperson, TJH representative or the Union(s) may call upon WorkCover NSW to assist. Where WorkCover NSW is called in, the parties agree to be bound by that determination. Further, the parties shall abide by the New South Wales Government Code of Practice for the Construction Industry in regards to settling safety disputes.

19.4 Public Safety

- (a) If a situation requires work to make it safe for the public the parties shall do everything within their competence to achieve a safe condition.
- (b) If such a situation is identified, the necessary remedial work shall be done, if safe to do so, immediately.

19.5 Safety Policies and Procedures

- (a) The parties recognise the importance of all persons engaged on the Project working in a safe environment. TJH will develop and implement a number of procedures that will apply on the Project through the work area OHS committees.
- (b) TJH shall implement and Employees be bound by the following procedures with respect to Occupational Health and Safety:

Fitness for Work- The procedure will aim to reduce OHS risks associated with Fitness for Work, such as fatigue, impairment and the influence of alcohol and/or drugs and will be developed in consultation with the parties during the life of the Agreement

An Equal Opportunity Workplace Harassment & Bullying Procedure- the Project is committed to a policy of Equal Employment opportunity ensuring that any form of discrimination or harassment is eliminated from the workplace and that all employees have equal access to opportunities within the company.

- (c) The parties and Employees must adhere to the requirements of these Procedures.
- (d) These procedures will be clearly communicated to all persons on the Project. This will include explanation at TJH Induction, and the display of the policies and procedure(s) on the Project.

19.6 Formwork Safety

All persons engaged on the erection or dismantling of formwork will do so in a manner consistent with the AS3610 Standard of Formwork and have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, an agreed provider will be contacted to assess the qualifications of the relevant employee.

19.7 Temporary Power/Testing and Tagging

In order to maintain the highest standards of safety in regards to the use of electricity during construction it is agreed that all work will comply with the requirements of the Code of Practice Electrical Practices for Construction Work. All electrical leads, portable power tools, junction boxes and earth leakage devices will be tested, inspected by a suitably qualified electrician and labelled with a tag of current date.

19.8 Crane Safety

No mobile crane will be allowed on the project site unless it has been registered by WorkCover and inspected by a WorkCover accredited provider eg; Cranesafe. Such cranes will be required to display their current certification.

20. Alcohol and Drugs

- 20.1 TJH and the Unions are committed to creating and maintaining an environment where people recognise the health and safety risks of misusing alcohol and drugs. TJH regards the misuse of drugs or alcohol in the workplace as a very serious issue.
- 20.2 Under no circumstances will any Employee affected by alcohol and/or affected by any other drug be permitted to work and/or operate any equipment on the project. This provision extends to the non-consumption of drugs and/or alcohol during meal and rest breaks. Employees affected by alcohol and/or other drugs are a safety hazard to themselves and all others present at the worksite.
- 20.3 If an Employee is affected by alcohol or any other drug and is sent home to recover, he/she will not be paid for the lost time.
- 20.4 If use of drugs and/or alcohol in the workplace is repeated, then depending upon the circumstances, TJH may take disciplinary action which it considers to be appropriate, up to and including dismissal, in accordance with the disciplinary procedure. TJH agree to make sure that the relevant Employee is made aware of the availability of drug and alcohol treatment and/or counselling.
- 20.5 Smoking is not permitted in any Company site office, mess/change shed or sanitary facilities or vehicles or any other amenities.
- 20.6 TJH will contribute \$1.00 per week per Employee into the BTG drug and Alcohol Safety programme

21. Anti Discrimination

- 21.1 It is the intention of the parties to this Agreement to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes

discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 21.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 21.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing trainee or apprenticeship rates of pay;
 - (c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

22. Continuous Operations

- 22.1 The parties recognise that the underground excavation and construction activities on an operational highway and associated arterial roads on this project present unique operational requirements that may require operations to continue without interruption.
- 22.2 Specifically, the parties agree that continuous operations (twenty four hours a day, seven days a week) and work flow be maintained in the following areas of activity:
- tunnelling operations both in rock and soft ground;
 - critical concrete pours;
 - operations involving traffic safety management;
 - construction activities that require traffic flow changes
 - asphalt laying
 - continuous welding requirements which may affect maintenance or the integrity of the operation of the slurry plants, piping and/or associated equipment;
 - tunnel support activities (surface and underground) and the supply of materials to tunnel activities;

Works at on/off ramps to ensure minimal disruption to peak hour traffic flows and the local community;
spoil removal and spoil haulage activities to stockpiles;
work required to stabilise any excavation against collapse ; and
any activity that may affect the operating integrity of plant that supports the areas of continuous operations listed above.

- 22.3 In such cases as listed above, appropriate safe staffing of equipment will be required.
- 22.4 The parties agree that continuous operations in these areas referred to at 22.2 above will include continuing to operate in periods of inclement weather, provided that OHS requirements of this Agreement and relevant legislation are met.
- 22.5 It is agreed that issues and disputes relating to the operation of this clause will be processed through Clause 18 - Grievance Procedure, and, in the case of OHS issues, in accordance with the OHS dispute procedure provided at Clause 19.4 of this Agreement.

23. Inclement Weather

- 23.1 Subject to the provisions of this Agreement, the parties will adopt and adhere to the provisions of clause 21 – Inclement Weather of the National Building and Construction Industry Award 2000. The weekly inclement weather provisions shall apply to all TJH employees.
- 23.2 Employees who are classified as surface workers (Schedule 1) will be provided with appropriate wet weather gear and paid at double time in wet weather while performing such work.
- 23.2 Continuous Operations – The parties acknowledge the unique nature of this project and particularly the importance of continuous operations, as referred to in clause 22.2 of this Agreement. The parties acknowledge that work in areas referred to at clause 22.2 of this Agreement may continue during inclement weather, provided that in any situation where inclement weather affects, or is likely to affect the safe performance of work in these areas, affected employees and their Union representative and TJH shall consult on and seek the best method of completing work safely.

PART D – HOURS OF WORK, OVERTIME, SHIFT ARRANGEMENTS AND BREAKS

24. Hours of Work

24.1 Hours Of Work

The parties recognise that flexibility in relation to this Agreement is crucial to the Project success. The parties therefore agree that the provisions of this Part may be varied to suit the needs of the operations subject to appropriate consultation and agreement between the parties.

24.2 Ordinary Time

The ordinary hours of work shall be 36 hours per week, 8 hours per day to be worked Monday to Friday between the hours of 6.00am and 6.00pm (5am by Agreement during daylight saving time).

The normal or rostered hours of work within this spread of hours shall be as determined by TJH to meet the needs of their contract and the Project. The ordinary hours of work for different work areas, once established, may be varied by agreement between TJH, the relevant union(s) and the majority of the Employees affected or, in the absence of agreement, by the giving of forty-eight (48) hours written notice by TJH to the Employees concerned.

24.3 Rostered Days Off

The ordinary working hours shall be worked Monday to Friday inclusive. From the commencement of the Project, 8 hours ordinary time may be worked with 0.8 hours per day accruing for a paid Rostered Day Off (RDO), which will include the 6 Leisure Saturdays per annum (to be implemented as provided for in Schedule 3 of this Agreement).

The accrual applies on all days worked (Monday to Friday) and paid leave (except RDOs).
The following is agreed in respect of RDOs:

- a) The Project calendar at Schedule 3 shall apply. This calendar has been produced with a view to maximising quality leisure time for all employees. Accordingly, the parties agree that on certain weekends no work shall be carried out. (Changes to the calendar will only occur by agreement with the parties concerned).
- b) Employees shall use the additional RDO accruals to a maximum of 14.4 hours for the payment of each Leisure Saturday in accordance with the calendar;
- c) When Employees are paid 14.4 hours for the Leisure Saturday they shall have their RDO accruals reduced by 2 days. Employees shall only be entitled to payment of one (1) fare allowance on any paid Leisure Saturdays;
- d) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Agreement;
- e) RDOs that are not fixed will generally be taken on dates specified in the Project Calendar. Notwithstanding this, these RDOs may be banked to a maximum of 6 days in any 12 month period, to be taken at times agreed by TJH and the Employee concerned as a group of consecutive days or any other combination as may be agreed;
- f) Provided that, where due to special circumstances or an agreed emergency certain works must take place on the nominated long weekends, then discussions will take place between the affected Parties to determine and agree:

Any practical options to identify the need for work on nominated long weekends

The minimum number of persons required to work

Any other special arrangements required

Unless impracticable to do so the Company will give the Union(s) 7 days notice of any such need for work so as to ensure appropriate consultation.

- g) The parties anticipate that essential maintenance of underground excavation and conveyor equipment will be regularly performed during Leisure Weekends. Arrangements for this maintenance work to occur will be made consistent with 24.3 (g), above, and the Unions will not unreasonably withhold agreement for this work to occur.
- h) Where Employees are required to work a Leisure Weekend in these circumstances (as described at (e) above), the accruals for leisure time of any individual Employee will be maintained and taken at a time mutually agreeable to TJH and the Employee within six weeks from the time of the original planned Leisure day.
- i) Where more than one RDO is to be taken on consecutive working days (except as provided for in the Project Calendar) application for such paid RDO leave shall be sought with a reasonable period of notice;
- j) By agreement of the majority of Employees concerned in a particular work area, TJH and the Union(s) concerned, TJH 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;

- k) Explanation of Shift Roster arrangements for Public Holidays/Leisure Saturday weekends and non-public holiday RDOs – refer Schedule 4.
- l) A new employee will be eligible for an RDO after accruing 7.2 hours. A new employee will be eligible to use lesser RDO accruals for a Leisure day;
- m) Employees will be paid all unpaid RDO accruals on termination;

25. Starting and Finishing Times

- 25.1 There shall be agreed start and finish location(s) and time(s) that shall be designed to support production, maximise equipment operating hours and maintenance time. These may be altered by TJH to suit the needs of the project following consultation with the Employees affected. Employees shall be advised of these particulars upon commencement of employment and shall be given at least forty-eight (48) hours notice of any variation.
- 25.2 All Employees shall be changed and ready for work at the commencement of paid working time at the designated location.
- 25.3 Employees performing underground and associated support work shall commence and cease their ordinary hours of work at the place where they are performing their work. In such circumstances the Employees shall be paid for travel time at single time. It is open to the parties to set agreed travel durations for a section of tunnel or distance travelled.

26. Overtime and Weekend Work

- 26.1 All time worked beyond an Employee's ordinary time of work (inclusive of time worked for accrual purposes as prescribed in Clause 24 shall be deemed overtime. Overtime shall be paid for at one and a half times the ordinary prescribed rate for the first two hours, and at double the ordinary prescribed rate for all time thereafter.
- 26.2 An employee recalled to work overtime after leaving the Project (whether notified before or after leaving the project) shall be paid for a minimum of four hours work at the appropriate rates for each time the employee is so recalled. Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.
- 26.3 Clause 26.2 hereof shall not apply in cases where it is customary for an Employee to return to TJH's project 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.
- 26.4 Notwithstanding the provisions of clause 28.1(e), if TJH requires an Employee to work during the time prescribed by 28.1, 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 meal break. If the cessation time is shortened at the request of the Employee to the minimum of 30 minutes prescribed in 28.1 of this Agreement or to any other extent, (not being less than 30 minutes) TJH shall not be required to pay more than the ordinary rates of pay for the time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.
- 26.5 No Employee under the age of eighteen years shall be required to work overtime or shift work unless the Employee so desires.
- 26.6 No apprentice or trainee shall be required to work overtime or shift work at times which would prevent the Employee's attendance at a training facility, as required by any statute, Award or regulation.

26.7 An Employee who works so much overtime:

between the termination of the Employee's ordinary work day or shift, and the commencement of the Employee's ordinary work in the next day or shift that the Employee has not had 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 the Employee's ordinary commencing time on the next ordinary day or shift;

shall subject to this subclause be released after completion of such overtime until the Employee has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.

26.8 If on the instructions of TJH, such an Employee resumes or continues to work without having had such ten consecutive hours off duty the Employee shall be paid at double rates until the Employee is released from duty for such period and shall then be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

26.9 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:

For the purpose of changing shift rosters; or

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

Where a shift is worked by arrangement between the Employees themselves.

26.10 Except as provided in this clause TJH may require any Employee to work reasonable overtime.

26.11 Where an employee is engaged on shiftwork and the shift roster includes a regular overtime shift, attendance at the additional shift is considered mandatory.

26.12 Weekend and Public Holiday Work

All work performed on any of the public holidays in this Agreement shall be paid for at the rate of double time and a half.

The provisions of 26.4 and 26.7 hereof shall apply in respect of work on a holiday.

An Employee required to work on a holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

Overtime work for day workers on Saturday shall be paid for at the rate of time and a half for the first two 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.

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

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

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.

All time worked on Sundays shall be paid for at the rate of double time. An Employee required to work overtime on a Sunday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

27. Shift Work

- 27.1 Shift work means any system of work in which operations are being continued by the employment of a group of employees upon work on which another group had been engaged immediately prior thereto.
- 27.2 Where it is necessary that work be performed in shifts the following conditions shall apply.
For the purposes of this clause:
- Day shift means any shift starting on or after 6.00 a.m. (5am during daylight savings) and before 10.00 a.m.
- Afternoon shift means any shift starting at or after 10.00 a.m. and finishing at or before 9pm.
- Night shift means any shift starting after 9.00 p.m. and before 6.00 a.m. (5am during daylight savings)
- 27.3 Provided that the Employee is employed continuously for five shifts; the following rates shall apply:
- Afternoon shift - ordinary time plus 25%.
- Night shift - ordinary time plus 50%.
- Day shift - ordinary time
- 27.4 In the case of broken shifts (a shift that departs from the Employee's established shift roster) the rates prescribed shall be - ordinary time plus 50% for the first two hours and double ordinary time rates thereafter for the duration of the broken shift only.
- 27.5 The ordinary hours of both afternoon and night shift shall be eight hours daily inclusive of meal breaks.
- 27.6 An Employee shall be given at least 48 hours notice of the requirement to work shift work.
- 27.7 The hours for shift workers, when fixed, shall not be altered except for breakdowns or other causes beyond the control of TJH, provided that notice of such alteration shall be given to the Employee not later than ceasing time of the individual Employee's previous shift.
- 27.8 For all work performed on a Saturday or Sunday, the normal rates of pay applicable to weekend overtime shall apply. Provided that an ordinary night shift commencing before and extending beyond midnight Friday, shall be regarded as a Friday shift.
- 27.9 All shiftwork overtime, dayshift workers working rotating shifts Monday to Friday, other than holidays shall be paid for at double time based on the ordinary rates of pay (excluding shift rates).

28. Meal and Crib Breaks

28.1 Meal Breaks

(a) Day Workers

Unless otherwise agreed between a section or sections of Employees, on each day Monday to Friday there shall be a cessation of work of not less than 30 minutes duration at no later than five hours after the commencement of each shift for day workers to take an unpaid meal break.

(b) Shift Workers

Unless otherwise agreed between a section or sections of Employees, at no later than five hours after the commencement of each shift, there shall be a cessation of work of 30 minutes duration to allow shift workers to take a meal break. The meal break taken in accordance with this subclause shall be counted as time worked when engaged on shift work.

(c) Delayed Meal Breaks

An Employee who is required to defer a meal break other than pursuant to the provisions of subclause (f) of this clause shall, for the duration of such deferment which is in excess of one hour, be paid at double time.

(d) Rest Breaks

There shall be one crib break of twenty (20) minutes' duration without deduction of pay to be taken within two (2) hours of starting work and three (3) hours from the start of work. Such break shall be taken at a mutually convenient time and may be staggered as agreed between the section or sections of the workforce involved and TJH. An Employee working overtime on Saturday or Sunday shall be allowed a rest period of ten minutes between 9.00 a.m. and 11.00 a.m. This rest period to be paid for as though worked.

(e) Overtime Crib Breaks

An Employee working overtime for a period of two (2) hours or more shall be entitled to a crib break of 20 minutes duration. The Overtime Meal Allowance provided for in clause 29.5(b) of this Agreement is in full satisfaction of any claim for payment for this first overtime crib break.

An Employee working overtime shall be allowed a crib break of 30 minutes duration without deduction of pay after each four hours of overtime worked. The applicable period of time for a meal or crib break, as provided for in this clause above, does not include time travelling to/from the place of work to/from the location of amenities.

(f) Deferment or Staggering of Meal or Crib Breaks

In keeping with the intent of this Agreement, it may be necessary to defer the observance of meal or crib breaks to enable the completion of the task at hand in a timely manner. The deferment of meal or crib breaks by up to one hour shall be permissible and such deferment shall not entitle the Employee to any additional payment pursuant to the provisions of 28 (c) of this clause.

Meal or crib breaks may be staggered between individual Employees to allow operations to continue without interruption.

(g) Weekend Crib Breaks

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

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

PART E – WAGE RATES, CLASSIFICATIONS AND EMPLOYMENT BENEFITS

29. Wage Rates and Allowances

29.1 Application

This clause sets out the rates of pay and allowances for work performed on the Project. Employees shall be paid the project wage rates set out in Schedule 1 to this Agreement.

The project wage rates include all Award entitlements, including but not limited to, base wage rate, supplementary payment, safety net adjustment, industry allowance, special allowance, follow the job allowance or like, tool allowance, special rates, height payments or disability payments.

29.2 Classification Structure

Refer to Schedule 1

29.3 Wage Rates

Refer to Schedule 1

29.4 Wage Increases

Employees covered by this Agreement shall be entitled to the increases in the Project Wage Rates set out in Schedule 1 to this Agreement. These increases including safety net increases are intended to, and shall be treated as, satisfying and fully absorbing any general wage rate increases determined by the Australian Industrial Relations Commission (AIRC) or the New South Wales Industrial Relations Commission (NSWIRC).

29.5 Allowances

In addition to the wage rates specified in Schedule 1, the following allowances shall be paid:

(a) Fares and Travelling Allowance:

A daily fares and travel time allowance per day as set out in Schedule 2 shall be paid to an Employee working within the terms of this Agreement.

Payment of the Fares and Travel Allowance shall be subject to the Employee starting and finishing work at the various project locations (as defined) at the usual starting and finishing times. Provided that payment shall not be made for any day on which the Employee is absent from work for any reason (except where absences occur because of RDOs and/or Leisure Saturdays)

An Employee who, by agreement with TJH, uses his/her own motor vehicle on TJH business shall be paid an allowance per kilometre travelled as set out in the National Building and Construction Industry Award 2000.

The travelling allowances prescribed in this clause shall not be taken into account in calculating overtime, penalty rates, annual or sick leave but shall be payable for any day upon which the Employee, in accordance with TJH's requirements, works or reports for work or allocation of work and for any rostered day off as prescribed by this Agreement.

(b) Overtime Meal Allowance

An Employee required to work overtime for one and a half hours or more after their ordinary ceasing time shall be paid an Overtime Meal Allowance of \$19.75 for a meal and, after each subsequent four hours worked, shall be paid an additional amount of \$19.75.

Any subsequent overtime worked will have the relevant meal allowances paid in accordance with the Agreement. This allowance will be reviewed annually and will be increased to the rate permissible by the ATO for payment of tax free overtime meal allowance

(c) Leading Hand Allowance

An Employee specifically appointed by TJH to be a leading hand in surface works shall be paid an additional allowance per week as set out in Schedule 2 of this Agreement.

(e) First Aid Allowance

An Employee specifically appointed by TJH to be a first aid allowance shall be paid an additional allowance per week as set out in Schedule 2 of this Agreement.

30. Living Away from Home Allowance

30.1 Eligibility for Living Away from Home Entitlements

- (a) The eligibility of an Employee for living away from home entitlements whilst employed on the Project site will be determined by the Employee's declared place of residence. An Employee will not be eligible for living away from home entitlements whilst employed on the Project site unless they have made a declaration as to their place of residence as provided by TJH prior to engagement on the Project site.
- (b) An Employee will not be permitted to commence work on the Project Site unless they have completed a declaration as to their place of residence as required by this clause.
- (c) If the Employee's declared place of residence is outside the area marked on the map agreed upon by TJH and the Union(s) and produced by TJH ("the Map for Determining Place of Residence"), then subject to sub-clauses (d), (e) and (f), he/she will be eligible for living away from home entitlements under this clause. The declaration of usual place of residence form, completed prior to employment, shall suffice as evidence and proof of the employee's usual place of residence.
- (d) If the Employee's declared place of residence is within the area marked on the Map for Determining Place of Residence, then he/she will not be eligible for living away from home entitlements under this clause.
- (f) An Employee whose declared residence is outside the area marked on the Map for Determining Place of Residence, but who declared when applying for employment on the Project, to be considered for employment as though they do not live outside that area, will not be eligible for living away from home entitlements and/or excess fares and travel entitlements.

30.2 Entitlements for Eligible Employees

- (a) Eligible Employees will have a living away from home allowance as prescribed in Schedule 2 per seven day (calendar) week paid in accordance with this clause.

31. Apprentices

Apprentices employed on the Project will, in addition to other benefits contained in this Agreement, be paid the following percentage of the appropriate TJH all-purpose weekly wage rate, plus applicable tool allowance. The redundancy calculation for apprentices will be consistent with this formula.

1st year	50%
2nd year	60%
3rd year	75%
4th year	90%

The number of apprentices as a ratio of tradespersons employed will be in a ratio of 1:5.

32. Performance Payments

- 32.1 The parties recognise the value of performance based pay incentives to maintain Employee motivation and performance. Such incentive payments are of particular value given the program challenges presented by this project, and in view of the duration of this project. The parties have therefore developed Performance Incentive Payment scheme that will provide a genuine incentive to meet project program targets.
- 32.2 Performance Incentive Payment (PIP) - The PIP is in recognition of all site conditions associated with working on a construction project or any other payment or allowance not explicitly provided for in this Agreement including any project or site allowance that may be payable under any other agreement or award.

Employees will be entitled to a PIP of \$4.00 per hour for all time worked on site. The PIP will be increased to \$4.50 per hour on December 1, 2005.

The PIP will be paid on a "flat" basis for hours worked and not factor into overtime or penalties, and will be calculated and paid weekly.

33. Underground Excavation Bonus

The parties recognise the unique nature and conditions associated with underground excavation activity. The parties therefore, accept that TJH may develop and implement a performance bonus scheme to apply to TJH Employees engaged in underground excavation activity only, subject to the following:

- (a) The bonus may take into account and be based upon production, safety quality and machine damage targets and performance.
- (b) The parties agree that the bonus is only payable where productivity exceeds estimated productivity targets.
- (c) The bonus will only apply to Employees engaged in underground excavation activity and associated works. To avoid doubt, Employees deemed to be involved in underground excavation activity for the purposes of this clause are strictly limited to mean:
- Road header crews
- Roadheader support crews ("bullgangs")
- Roadheader excavation mechanical and electrical crews
- (d) The bonus will be in addition to any employment benefits provided for in the Agreement.
- (e) The bonus will not flow on to other areas of the Project, or to other Employees than those referred to at Part (c) above.
- (f) The unions will not seek to make any claim for this bonus or a similar bonus for Employees other than those referred to (c) above.
- (g) The bonus will be a genuine bonus scheme dependent upon achievement of project targets as set and determined by TJH.
- (h) TJH has absolute discretion with regard to implementation and content of the bonus scheme and may withdraw the bonus scheme at any time.

34. Redundancy & Retrenchment

- 34.1 TJH will make minimum weekly redundancy contributions in respect of Employees (excluding casual Employees) in accordance with Schedule 2, to be paid into ACIRT or other agreed scheme, to all TJH Employees.
- 34.2 The parties accept that retrenchments will occur during the life of this Agreement.
- 34.3 When TJH decides to retrench an employee or employees, TJH will consult the relevant union(s) about the number and classification of Employees who will be affected by such decision.
- 34.4 The parties agree that where required to select Employees for retrenchments, merit based selection criteria will be used by TJH to determine which Employee(s) will be retrenched.

35. Superannuation

- 35.1 TJH will make a weekly superannuation contribution of \$100.00 or 9% whichever is the greater), paid into CBUS for all Employees. This 9% shall apply to "ordinary time earnings" which includes the hourly rate of pay, Performance Incentive Payment and/or Leading Hand Allowance and shift loadings where applicable for ordinary hours of work, and travel allowances for ordinary days of work.
- 35.2 Superannuation contributions (as per clause 35.1) will increase to \$110.00 or 9% per week (whichever is the greater) on December 1, 2005.
- 35.3 Employees will be able to make additional contributions to the superannuation fund through salary sacrifice if they so choose.

36. Payment of Wages

36.1 Payment Methods

All wages payable pursuant to this Agreement shall be paid weekly by electronic funds transfer. When payment is to be made by electronic funds transfer, the Employee is required to nominate an account(s) held at a bank or other financial institution recognised by TJH.

36.2 Pay Details

TJH shall provide in writing, at or prior to the day of payment, appropriate details to each Employee, including, but not limited to:

the total amount of wages and other payments to which the Employee is entitled;

the amount of overtime included;

details of any contributions made;

details of any deductions made;

the net amount being paid to each Employee; and

details of accruals

36.3 Time and Wages Record

TJH shall maintain an appropriate record of time and wages for all TJH Employees. Such records shall contain a correct account of the hours worked and the wages received by each Employee.

37. Accident Cover

TJH shall provide, through an agreed provider, death benefits, workers compensation top-up /24hour accident insurance cover for each Employee, to a standard agreed by the parties.

PART F – LEAVE

38. Annual Leave

- 38.1 Employees will be entitled to annual leave in accordance with the *Annual Holidays Act 1944* (NSW).
- 38.2 In addition an Employee shall receive during a period of annual leave a loading of 17.5% calculated on ordinary time hours at the applicable rate provided in Schedule 1 of this Agreement, plus daily fares and travel allowance and leading hand allowance where applicable. The loading prescribed herein shall also apply to proportionate leave on lawful termination.
- 38.3 An Employee who would have received shift loadings prescribed by this Agreement had they not been on annual leave shall forego the annual leave loading and shall be entitled to the higher shift loadings.

39. Parental Leave

Employees will be entitled to parental leave in accordance with the provisions of the *NSW Industrial Relations Act 1996*

40. Long Service Leave

Prior to the commencement of employment, TJH will register Employees (if not already registered) with the Building and Construction Industry Portable Long Service Payments Scheme. TJH will comply with the requirements of the Building and *Construction Industry Long Service Payments Act 1986* and will in particular issue all Certificates of Service with all details including the registration number of individual Employees as reasonably required. An Employee will be entitled to payment of long service where applicable calculated on the ordinary time hourly rate and PIP payments included under Clause 32 of this Agreement.

41. Personal Leave

- 41.1 Personal Leave will be provided for consistent with the National Building and Construction Industry Award 2000.
- 41.2 Personal leave will include 2 days' Bereavement leave per annum in addition to Sick leave entitlements.
- 41.3 The Employee may request to cash in any accumulated sick leave in excess of five (5) paid sick days which may have accumulated in an Employee's first year of employment and in excess of ten (10) paid sick days which may have accumulated in the Employee's second and subsequent years of employment. The 'cashing-in' process will occur each December after signing this Agreement on a pro-rata basis.
- 41.4 An Employee will be entitled to a payment for any accrued but untaken sick leave on termination of employment. This accrual and conversion option shall only apply to the sick leave component (10 days per annum) of Personal Leave. Payment for unused sick leave shall not occur where the Employee is summarily dismissed.
- 41.5 Unplanned absenteeism can greatly affect the safety, productivity and the efficiency of both the effected work team and the project operations. To minimize this impact, Employees must adhere to the following notification process:

Employees shall notify their supervisor or the Company within 24hours of commencement of their shift of their absence, or as far as practicable, state the nature of the illness or injury, which has prevented their attendance and the expected duration of absence. The Employee must prove to the Company's satisfaction that the illness or injury prevented the Employee from attending for duty on the day or days claimed.

If the employee fails to notify the supervisor prior to the commencement of the shift, without good cause, the employee will not be paid for that shift. Such an occurrence will result in the utilisation of the Disciplinary Procedure.

Sick leave taken on the working day prior to or following any public holidays shall be certified (Medical Certificate) otherwise payment for the public holiday will not be made.

- 41.6 Certified sick leave will apply in situations where the Employee produces evidence in the form of a medical certificate (certificate must be produced by a duly qualified medical practitioner stating that the employee was unable to attend for duty on account of personal illness or injury with the specific date of illness or injury prevented attendance)

Certification of sick leave must be provided in the following circumstances:

working day prior to or following a Public Holiday;

two or more consecutive working days;

single days of absence where the Employee has already taken two single days of uncertified sick leave within the last 12 months.

Where there is an absence on one of the circumstances listed above and it is uncertified, the absence will constitute unauthorized unpaid leave. Such an occurrence will result in the disciplinary action consistent with the Disciplinary Procedure within this Agreement.

42. Public Holidays

Public Holidays will be provided for consistent with the National Building and Construction Industry Award 2000 and the Project calendar.

43. Jury Service

Jury Service will be provided for consistent with the National Building and Construction Industry Award 2000.

PART F – MISCELLANEOUS

44. Immigration Compliance

- 44.1 The Parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens.
- 44.2 TJH will, prior to Employees commencing work on-site, check the legal right of Employees to work.
- 44.3 Where one or more of the parties has a concern that illegal immigrants are being engaged to work on the Project, TJH will investigate the matter and notify the appropriate legal authorities. This may require the use of documentation authorising DIMA to supply relevant information to TJH.

45. Protective Clothing

- 45.1 TJH will provide their Employees engaged on site with protective clothing and footwear on the following basis:

- (a) Safety Footwear

Appropriate safety footwear shall be supplied on commencement if not already provided, to all persons engaged on site and will be replaced on a fair wear and tear provided they are produced to TJH as evidence.

(b) Clothing

Three (3) sets of protective clothing (combination of overalls, bib and brace or, trousers and shirts) will be supplied to all persons at engagement on site and will be replaced once per calendar year or as a result of fair wear and tear and are produced to TJH as evidence.

(c) Jacket

Each person, after accumulated employment on site of 152 hours shall be eligible to be issued with warm bluey jacket or equivalent, which will be replaced once per calendar year on a fair wear and tear basis.

- 45.2 THJ will consult with the Labor Council of NSW to be provided with a list of Australian manufacturers who do not use illegal or exploited labour in the manufacturing of their work clothes.

46. Development Review

- 46.1 The purpose of the review is to provide a process, which ensures past performance feedback to assist the Employee to reach full potential in the current role, to identify training needs and to provide genuine feedback to management. All Employees shall participate annually in an individual operational review process.

- 46.2 The appraisal process is an objective process, which covers:

- (a) performance of the Employee against pre-determined activities and criteria over the past 12 months;
- (b) the development and training needs for the next 12 months based on the Employee's performance, the business needs and personal needs.

This does not preclude discussion occurring in accordance with clause 15 - Counseling and Disciplinary procedure.

A copy of the review shall be kept on file. The parties recognise that this is a genuine performance process.

47. Union Rights & Representation

- 47.1 Intent

- (a) The Parties to this Agreement acknowledge the right of Employees to be active union members and respect the right of the union to organise and recruit members. The Parties to this Agreement also acknowledge that good communication between the union official, the delegate and its union members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.
- (b) The parties are committed to developing and maintaining a positive and practical working relationship between the TJH and Union officials and delegates based on good communication, adherence to the provisions of this Agreement, and mutual respect of each parties operational objectives. This relationship will aim to manage problems early and avoid disputes and industrial action.

- 47.2 Visiting Union Officials

- (a) Union officials (of Unions party to this Agreement) when arriving at a site for the first time, shall be inducted prior to pursuing their union duties, thereafter when visiting the site, shall call at the site office and introduce themselves to a Management representative of the TJH, prior to pursuing their union duties.

- (b) Union officials shall produce their right of entry permits, if required, and observe the Agreement, the *Occupational Health and Safety Act* and Regulations, and other statutory/legislative obligations for entry to the site.
- (c) Union officials with the appropriate credentials shall be entitled to inspect all such wage records, other payment records and related documentation necessary to ensure that TJH are observing the terms and conditions of this Agreement.
- (d) All such wages books and other payment records shall be made available within 48 hours on site or at another convenient, appropriate place, provided notice is given to TJH by the Union(s).
- (e) Such inspections shall not take place unless there is a suspected breach of this Agreement, the *Industrial Relations Act 1996* or other Employer Statutory requirements.

47.3 Workplace Delegates

(a) Definition

In this clause the expression “delegate” means an Employee who is the accredited representative of the Union at an employer’s work place, and if there is more than one delegate in respect of the workforce then the expression “delegate” means each and every such delegate so accredited by the Union in relation to that employer’s workforce.

The parties acknowledge that a reasonable approach must be taken in relation to the number of persons that are recognised as delegates for a particular area of work.

(b) Rights of the Delegate

(i) It is the intention of TJH and the Union that delegates are engaged - like other Employees - primarily as construction employees to perform active construction work. It is not the intention of the parties that this allows for a designated delegate to work in a “full time shop steward” role. All Employees, including the designated delegates, must work as directed by their supervisor. Supervisors will act consistent with the intent referred to in this clause.

(ii) The parties acknowledge it is the sole right of the Union and its members to elect the delegate for each work site, who shall be recognised as the authorised representative of the Union at the site.

(iii) The delegate shall have the right to approach or be approached by any Employee to discuss industrial matters with that Employee during normal working hours.

(iv) The delegate shall have the right to communicate with members of the Union in relation to industrial matters without impediment by TJH. Without limiting the usual meaning of the expression “impediment”, this provision applies to the following conduct by TJH:

moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;

changing a delegate’s shifts or rosters so that communication with workers is prevented or significantly impeded;

disrupting duly organised meetings.

(v) The parties acknowledge this clause does not limit the right of TJH to reasonably meet their operational requirements.

- (vi) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members:

at all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;

the introduction of new technology and other forms of workplace change;

career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of members;

ensuring that workers on site are paid their correct wages, allowances and other lawful entitlements; and

to check with relevant industry schemes so as to ensure that Superannuation, long service leave and redundancy has been paid on time.

- (vii) In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegate shall be afforded the following rights:

the right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;

10 days paid time off work per annum to attend relevant Union training courses/forums;

reasonable paid time off to attend meetings of delegates in the industry, as authorized by the relevant union.

- (viii) TJH shall provide to the delegates access to the following:

a lockable cabinet for the keeping of records;

a lockable notice board for the placement of Union notices at the discretion of the delegate;

access to a meeting room;

use of the telephone for legitimate union business;

from existing resources, and when required access to:-

a computer, photocopier, facsimile machine, typewriter, or secretarial support at the workplace;

- (ix) There shall be no deduction to wages where the Union requires a delegate to attend any Court or Industrial Tribunal proceedings directly relating to industrial matters at the Project. The parties acknowledge that delegates will not be entitled to payment where the provisions of the *Industrial Relations Act* 1996 prohibit such payment. To avoid doubt, this means that delegates will not be entitled to payment when engaged in industrial action.

48. Union Membership

48.1 The Employer and Employees recognise the role of the Unions in negotiating this Agreement and the Union's commitment to maintaining the integrity of the Agreement during its life.

48.2 Properly accredited officials and workplace representatives of the union shall have the right to be provided with appropriate access to Employees to promote the benefits of voluntary union membership.

48.3 To assist in this process, subject to the law, the TJH shall:

- (a) If requested by the union, provide payroll deduction services for union fees. Such payroll deductions shall only be made where individual Employees have authorised the deduction in writing by completing the form provided by TJH. Such fees shall be remitted to the union on a monthly basis with enough information supplied to enable the union to carry out a reconciliation; and
- (b) Provide the union with access to talk to new Employees at an agreed time.

49. Leave Reserved

Leave is reserved to the union parties in relation to Bargaining Agent’s fees. Under this clause the union parties may bring separate proceedings to the Commission in relation to Bargaining Agent’s fees.

50. Signatories

Signed this May 31st day of 2004

for and on behalf of
TJH

Witness

for and on behalf of
CFMEU

Witness

for and on behalf of
AMWU

Witness

for and on behalf of
AWU

Witness

for and on behalf of
ETU

Witness

SCHEDULE 1

CLASSIFICATION STRUCTURE AND WAGE RATES

Classification Surface Works				Ordinary Time Hourly Rate					
				May 2004	30 Sept 2004	01 June 2005	01 Dec 2005	01 March 2006	01 Sept 2006
CS 1	New Entrant Chainperson	Traffic Controller Laboratory Labourer		\$19.74 PIP \$4.00	\$20.23	\$20.64 ACIRT \$100	\$21.05 PIP \$4.50	ACIRT \$105	\$21.68
CS 2	General Labourer Scaffolder Earthworks heavy plant Spotter Earthworks trim Checker grade	Steel fixer Concrete gang Float Hand	Paving Stringliner	\$20.59 PIP \$4.00	\$21.10	\$21.53 ACIRT \$100	\$21.96 PIP \$4.50	ACIRT \$105	\$22.62
CS 3	Shotcrete crew Crane operator up to and including 5 tonnes	Roller operator under 12 tonnes Rigger	Dogman Concrete Finisher	\$21.45 PIP \$4.00	\$21.99	\$22.43 ACIRT \$100	\$22.87 PIP \$4.50	ACIRT \$105	\$23.56
CS4 A		Mobile concrete line pump operator		\$22.21 PIP \$4.00	\$22.77	\$23.22 ACIRT \$100	\$23.68 PIP \$4.50	ACIRT \$105	\$24.40
CS 4 B (includes tool allowance)	All tradespersons			\$22.71 PIP \$4.00	\$23.28	\$23.74 ACIRT \$100	\$24.22 PIP \$4.50	ACIRT \$105	\$24.94

CS 5	Operators of Group B plant:	Concrete boom pump operator		\$23.31 PIP \$4.00	\$23.89	\$24.37 ACIRT \$100	\$24.86 PIP \$4.50	ACIRT \$105	\$25.60
CS 6 A	Operators of Group C, D & E plant:			\$24.42 PIP \$4.00	\$25.03	\$25.53 ACIRT \$100	\$26.04 PIP \$4.50	ACIRT \$105	\$26.82
CS6 B	Fitter/ Plant Mechanic			\$24.92 PIP \$4.00	\$25.54	\$26.05 ACIRT \$100	\$26.57 PIP \$4.50	ACIRT \$105	\$27.37
CS 7	Operators of Group F & G plant:			\$25.53 PIP \$4.00	\$26.17	\$26.69 ACIRT \$100	\$28.04 PIP \$4.50	ACIRT \$105	\$28.04
CS 8	Tower Crane Driver	Tractor Operator from 450kw	Dozer Operator (D11)	\$26.64 PIP \$4.00	\$27.31	\$28.85 ACIRT \$100	\$28.41 PIP \$4.50	ACIRT \$105	\$29.26

Classification			Ordinary Time Hourly Rate					
Underground Excavation Works			May 2004	30 Sept 2004	01 June 2005	01 Dec 2005	01 March 2006	01 Sept 2006
UG 1	Tunneller Class 2**		\$22.69 PIP \$4.00	\$23.26	\$23.72 ACIRT \$100	\$24.20 PIP \$4.50	ACIRT \$105	\$24.92
UG 2	Tunneller Class 1***	Non Trade	\$23.80 PIP \$4.00	\$24.40	\$24.88 ACIRT \$100	\$25.38 PIP \$4.50	ACIRT \$105	\$26.14
UG2	Tradespersons	(includes tool allowance)	\$24.55 PIP \$4.00	\$25.16	\$25.67 ACIRT \$100	\$26.18 PIP \$4.50	ACIRT \$105	\$26.97
UG 3	Jumbo Operator	Specialist Mobile Shotcrete Operator (Mako, MaxiJet)	\$24.34 PIP \$4.00	\$24.95	\$25.45 ACIRT \$100	\$26.96 PIP \$4.50	ACIRT \$105	\$26.74
UG 4	Mechanical and Electrical Tradespersons Boilermakers	Roadheader Operator	\$24.88 PIP \$4.00	\$25.50	\$26.01 ACIRT \$100	\$26.53 PIP \$4.50	ACIRT \$105	\$27.33

Tunnelling Tradesperson Allowance

This allowance is in lieu of all other allowances including a tool allowance

- \$2.15 per hour

(\$1.15 of this allowance will be classified as all-purpose)

****Tunneller Class 2**

Tunneller Class 2 means an employee engaged underground in the work of assisting tunneller class 1, car spotter, brakeman, operators of dump trucks, members of a bullgang or an employee carrying out general excavation operations. A tunneller class 2 is able to operate limited pieces of equipment. A minimum period of three months to a maximum of 6 months is required to be spent in this role prior to being a Tunneller class 1. Reclassification to a tunneller class 1 is subject to the employee passing a competency assessment.

*****Tunneller Class 1**

Tunneller Class 1 means experienced workers who carry out work in the excavation, lining and support works of the tunnel and cavern. The tunneller works with specialized equipment adapted to the excavation, movement of cable, attachment/plug-in, movement of services (pipes etc) support and final lining of the tunnel. This includes but is not limited to:

The operation of hydraulic and/or electrical equipment and replacement of ground engaging tools for roadheader, lifting and placement devices, segment cranes, driving locomotives and other plant mucking equipment, concrete pumping equipment, and grouting equipment. Use of excavator, forklifts, bobcat, concrete agitator, Hiab, Manitou, hoists, small dumpers/loaders, grout pumps & mixers, loaders, trucks, drilling machines, shotcreting and rockbolting equipment, scissor truck, gantry cranes.

A tunneller is able to operate a range of equipment (excluding roadheaders, mechanical miners, and mobile cranes) to the satisfaction of TJH.

Determination of Classification for individual employees

The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the THJV, regardless of that person's level of skill. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis. Individual classification levels will only change where the primary task for which the individual is engaged changes.

Higher Functions

An employee engaged for more than two hours during one day on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for the whole day; If so engaged for two hours or less during one day he/she shall be paid the higher rate for the time so worked. Higher duties allowance does not apply to persons who are undergoing training.

SCHEDULE 2

ALLOWANCES AND CONTRIBUTIONS

Living Away From Home Allowance

The allowance as set out in clause 29 of the Agreement shall be paid at the rate of \$350.00 per week for the life of the Agreement.

Daily Fares and Travel

TJH shall pay \$25.00 per day Daily Fares and Travel Allowance as provided for in clause 29 of the Agreement as follows

Leading Hand Allowance

The allowance as set out in clause 29 of the Agreement shall be paid in accordance with the National Building and Construction Industry Award 2000 as varied from time to time.

First Aid Allowance

The allowance as set out in clause 29 of the Agreement shall be paid in accordance with the National Building and Construction Industry Award 2000 as varied from time to time.

Redundancy Contributions

In accordance with clause 34 of the Agreement TJH shall make the following contributions to ACIRT or any other agreed fund between the parties:

On Commencement	\$90.00 per week
From first full pay period on or after 1 June 2005	\$100.00 per week
From full pay period on or after 1 December 2005	\$105.00 per week

Contributions on behalf of Apprentices shall be in accordance with clause 31 of the Agreement.

Other Allowances

Electrical license	\$1.14 per hour
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SCHEDULE 3

LEISURE DAYS CALENDAR 2004

Thursday, January 01	No Work paid New Year's Day Public Holiday
Saturday, January 24	No Work Saturday
Sunday, January 25	No Work Sunday
Monday, January 26	No Work paid Australia Day Public Holiday
*Tuesday, January 27	Paid RDO (fixed)
*Monday, March 01	Paid RDO (flexible)
Friday, April 9	No Work paid Good Friday Public Holiday
Saturday, April 10	No Work Saturday RDO
Sunday, April 11	No Work Sunday
Monday, April 12	No Work paid Easter Monday Public Holiday
*Tuesday, April 13	Paid RDO (fixed)
Saturday, April 24	No Work Saturday RDO
Sunday, April 25	No Work Sunday
Monday, April 26	No Work paid Anzac Day Public Holiday
*Tuesday, April 27	Paid RDO (Fixed)
*Monday, May 17	Paid RDO (flexible)
Saturday, June 12	No Work Saturday RDO
Sunday, June 13	No Work Sunday
Monday, June 14	No Work paid Queen's Birthday Public Holiday
*Tuesday, June 15	Paid RDO (fixed)
*Monday, July 19	Paid RDO (flexible)
*Monday, August 16	Paid RDO (flexible)
*Monday, September 13	Paid RDO (flexible)
Saturday, October 2	No Work Saturday RDO
Sunday, October 3	No Work Sunday
Monday, October 4	No Work paid Labour Day Public Holiday
*Tuesday, October 5	Paid RDO (fixed)

*Monday, November 8	Paid RDO (flexible)
Saturday, December 4	No Work Saturday RDO
Sunday, December 5	No Work Sunday
Monday, December 6	No Work paid Union Picnic Day
*Tuesday, December 7	Paid RDO (fixed)
Friday, December 24	Paid RDO (fixed)
Saturday, December 25	No Work paid Xmas Day
Sunday, December 26	No Work Boxing Day
Monday, December 27	No Work paid Boxing Day Public Holiday
*Friday, December 31	Paid RDO (flexible)
* Agreement RDOs	

LEISURE DAYS CALENDAR 2005

Saturday, January 1	No Work New Year's Day
Sunday, January 2	No Work Sunday
Monday, January 3	No Work paid New Year's Day Public Holiday
Wednesday, January 26	No Work paid Australia Day Public Holiday
Thursday, January 27	Paid RDO (fixed)
*Friday, January 28	Paid RDO (fixed)
Saturday, January 29	No Work Saturday
Sunday, January 30	No Work Sunday
*Monday, February 28	Paid RDO (flexible)
Friday, March 25	No Work paid Good Friday Public Holiday
Saturday, March 26	No Work Saturday RDO
Sunday, March 27	No Work Sunday
Monday, March 28	No Work paid Easter Monday Public Holiday
*Tuesday, March 29	Paid RDO (fixed)
*Friday, April 22	Paid RDO (fixed)
Saturday, April 23	No Work Saturday RDO
Sunday, April 24	No Work Sunday
Monday, April 25	No Work paid Anzac Day Public Holiday
*Monday, May 23	Paid RDO (flexible)
Saturday, June 11	No Work Saturday RDO
Sunday, June 12	No Work Sunday
Monday, June 13	No Work paid Queen's Birthday Public Holiday
*Tuesday, June 14	Paid RDO (fixed)
*Monday, July 11	Paid RDO (flexible)
*Monday, September 5	Paid RDO (flexible)
Saturday, October 1	No Work Saturday RDO
Sunday, October 2	No Work Sunday
Monday, October 3	No Work paid Labour Day Public Holiday
*Tuesday, October 4	Paid RDO (fixed)
*Monday, October 24	Paid RDO (flexible)
*Monday, November 21	Paid RDO (flexible)
Saturday, December 3	No Work Saturday RDO
Sunday, December 4	No Work Sunday
Monday, December 5	No Work paid Union Picnic Day

*Tuesday, December 6	Paid RDO (fixed)	
*Friday, December 23	Paid RDO (fixed)	
Saturday, December 24	No Work Saturday	
Sunday, December 25	No Work Xmas Day	
Monday, December 26	No Work paid Xmas Day Public Holiday	
Tuesday, December 27	No Work paid Boxing Day Public Holiday	
*Agreement		RDOs

SCHEDULE 4

Explanation of Shift / Roster arrangements for Public Holiday / Leisure Saturday Weekends														
	Sun	Mon	Tues	Wed	Thr	Fri	Sat	Sun	Mon	Tues	Wed	Thr	Fri	Sat
Crew A	Night (not OT)	Night	Night	Night	Night	off	Leisure Sat	off	Pub Hol	RDO	Day	Day	Day	off
Crew B	off	Day	Day	Day	Day	Day	Leisure Sat	off	Pub Hol	Night (OT)	Night	Night	Night	off
A	off	A/noon	A/noon	A/noon	A/noon	A/noon	Leisure Sat	off	Pub Hol	RDO	A/noon	A/noon	A/noon	A/noon
A	off	Day	Day	Day	Day	Day	Leisure Sat	off	Pub Hol	RDO	Day	Day	Day	Day
Explanation of Shift / Roster arrangements for non-public holiday RDOs														
	Sun	Mon	Tues	Wed	Thr	Fri	Sat	Sun	Mon	Tues	Wed	Thr	Fri	Sat
Crew A	Night (OT)	Night	Night	Night	Night	Night	off	off	RDO	Day	Day	Day	Day	off
Crew B	off	Day	Day	Day	Day	Day	off	off	Night (OT)	Night	Night	Night	Night	off
A	off	A/noon	A/noon	A/noon	A/noon	A/noon	off	off	Pub Hol	RDO	A/noon	A/noon	A/noon	A/noon
A	off	Day	Day	Day	Day	Day	Day (OT)	off	Pub Hol	RDO	Day	Day	Day	Day (OT)

SCHEDULE 5

MAP FOR DETERMINING PLACE OF RESIDENCE

