

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/288

**TITLE: Transfield Pty Ltd Transport Services (Hunter Valley Region)
Certified Agreement, 1998**

I.R.C. NO: 98/5549

DATE APPROVED/COMMENCEMENT: 27 October 1998

TERM: 2 years

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

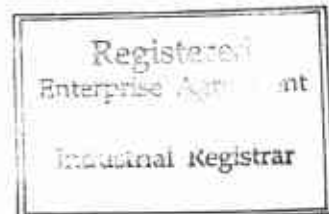
DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: All transport drivers engaged in providing transport services to the Armed Services in the Hunter Valley Region

PARTIES: Transfield Pty Limited -&- Transport Workers' Union of Australia, New South Wales Branch



TRANSFIELD PTY LTD

TRANSPORT



SERVICES

(HUNTER VALLEY REGION)

CERTIFIED AGREEMENT

1998



Transfield Pty Ltd

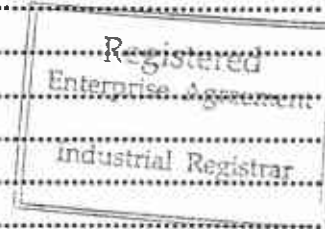
A.C.N. 000 854 688
30 Alfred Street
Milsons Point New South Wales 2061
Telephone (02) 9929 8600
Facsimile (02) 9954 5020

© 1998 Transfield Pty Ltd



TABLE OF CONTENTS

1.	DEFINITIONS	3
2.	PARTIES BOUND.....	3
3.	PREVIOUS AWARDS SUPERSEDED.....	3
4.	NOMINAL TERM	3
5.	OBJECTIVE – INTENT OF THE PARTIES	4
6.	WORK FLEXIBILITY	5
7.	WORLD BEST PRACTICE	5
8.	NO EXTRA CLAIMS	5
9.	WAGES	6
10.	PAYMENT OF WAGES	6
11.	CASUAL EMPLOYEES	6
12.	PERMANENT PART-TIME EMPLOYEES	7
13.	HOURS OF EMPLOYMENT	8
14.	MEAL AND CRIB TIMES	10
15.	SATURDAY AND SUNDAY WORK.....	10
16.	OVERTIME AND OTHER PENALTY PAYMENTS	10
17.	DAYS OFF	12
18.	TRAVELLING TIME.....	12
19.	PUBLIC HOLIDAYS	12
20.	SICK LEAVE.....	13
21.	BEREAVEMENT LEAVE	14
22.	ANNUAL LEAVE	15
23.	LONG SERVICE LEAVE	15
24.	UNION RECOGNITION	15
25.	TERMINATION OF EMPLOYMENT	15
26.	DRIVER MONITORING PROGRAM	16
27.	SUPERANNUATION.....	17
28.	UNIFORMS	17
29.	LIMITATION OF DRIVING HOURS	17
30.	DEFECTIVE VEHICLES	17
31.	DRIVERS' DUTIES	18
32.	DISPUTES PROCEDURE.....	18
33.	SIGNATORIES	19
	Schedule A.....	20
	Schedule B.....	21



1. DEFINITIONS

For the purpose of this Agreement the following definitions shall apply:

“Agreement” shall mean the Transfield Pty Ltd Transport Services (Hunter Valley Region) Certified Agreement, 1998”.

“Employee” shall mean an employee covered by this Agreement.

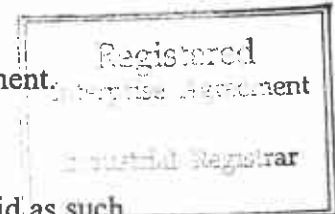
“Employer” or “Company” shall mean Transfield Pty Ltd.

“Casual Employee” shall mean an employee engaged and paid as such.

“Part-time Employee” shall mean an employee who is engaged and paid as such and who works less than 38 ordinary hours per week.

“Full-time Employee” shall mean an employee who is engaged and paid as such and who works a maximum of 38 ordinary hours per week.

“Union” shall mean the Transport Workers Union of Australia NSW Branch.



2. PARTIES BOUND

This Agreement is binding on the company, the Transport Workers’ Union of Australia NSW Branch and the employees who are engaged in accordance with the classifications specified in this Agreement.

3. PREVIOUS AWARDS SUPERSEDED

This Agreement supersedes the Transport Industry - Mixed Enterprises (State) Award and the Transport Industry Motor Bus Drivers and Conductors (State) Award.

4. NOMINAL TERM

This Agreement shall operate from the date of ratification by the NSW Industrial Relations Commission and shall remain in force for a period of Two (2) years.

5. OBJECTIVE – INTENT OF THE PARTIES

Transfield, the Union and their members, parties to this Certified Agreement, recognise that future economic prosperity and employment in the Industry depends upon achieving standards that are internationally competitive and which in the process will provide The Armed Services with World Best Practices in giving effect to the provision of services together with implementation of cost efficient programmes within the scope of this Certified Agreement.

It is further recognised that the implementation of this Certified Agreement will provide continuous improvement of all functions and activities relative to the Hunter Valley Region Military Area Contract undertaken by Transfield employees.

The Transfield Group is a leader in gaining accreditation for its various activities and will continue to provide a service of engineering excellence consistent with its Lloyds' accreditation of Quality Assurance Systems including AS 3901, AS 2990-A and ISO 9001.

This Certified Agreement aims to provide an appropriate framework to develop a flexible, multi skilled workforce within the limits of the employees' skills, competence and training, capable of performing work within flexible work hours to accommodate fully the requirements of The Armed Services in pursuance of its objective in developing and maintaining efficient production levels.

Accordingly, the parties are committed to continuously improving efficiency and quality of work and as a consequence, have adopted arrangements which include:

Efficient Safe Work Practices and Active Safety Programme - consistent with our goal of zero lost time injuries.

Skills Enhancement - to develop/extend an employee's skills consistent with the productivity and flexibility requirements of the work to be completed and to extend the employee's competence so they can ideally perform the whole task.

Promotion of Industrial Harmony - by combining effective grievance resolution, consultation with and involvement of employees about their work, and good management practices to prevent all disputation.

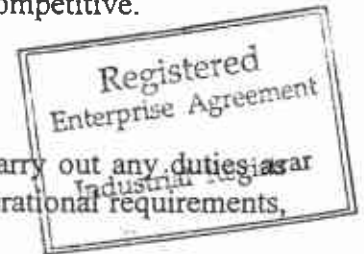
Flexible Assignment - where Transfield may utilise an employee on any task that is within their competence consistent with Transfield's responsibilities to provide a safe and healthy work environment.

Flexible Work Hours - which allows for the extension of ordinary working time and shift hours to enable employees to complete whole tasks and respond to the unique requirements of Transporting Armed Services Personnel.

Training - Transfield commits to make available appropriate technical advances and to apply the necessary expertise, training skills and facilities, and in return, it is expected the employees commit to a high level of co-operation to enable production to flow freely and efficiently with an ability to accommodate changes in the workplace to ensure that Transfield's functions for its Client is competitive.

6. WORK FLEXIBILITY

It is agreed that employees covered by this Agreement shall carry out any duties as may be required in accordance with meeting the company's operational requirements, subject to the employees' level of skill and competence.



It is recognised that a flexible approach towards work arrangements is necessary for our company, to provide a high level of customer service and to give each employee a broad exposure to new skills and varied types of work.

7. WORLD BEST PRACTICE

The parties agree that World Best Practices is simply the best way of doing things - it is a process of constantly changing and adapting to new pressures and work methods. Best Practices are not fixed. At any particular point in time it is the method of operation to achieve exemplary levels of performance. World Best Practices are not restricted to an examination of cost, but also include quality and timely completion of work in a safe and efficient manner.

Transfield's Best Practices Programme includes:

Understanding and measuring Client requirements;

- Continuous improvement;
- Multi skilled workforce;
- Flexible workforce, committed to change;
- Employee involvement.
- Provision of healthy and safe working practices/environment.
- The achievement of excellence through continuous improvement.

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

8. NO EXTRA CLAIMS

The union undertakes not to pursue any extra claims during the life of this Agreement.



9. WAGES

9.1 Weekly Employees

The hourly rate for employees covered by this Agreement shall be paid \$13.76 per hour.

This weekly rate of pay incorporates a loading of 20% above the rate of pay for a chauffeur as prescribed by clause 52 - Chauffeurs - Special Provisions of the Transport Industry - Mixed Enterprises (State) Award. On this basis, there shall be no fixed or determined span of hours or any limitation with respect to the working of overtime. Provided that the company and employees will at all times comply with the provisions of the Traffic Act 1909 of the Motor Traffic Regulations 1935.

9.2 The rate contained in the above paragraph is also in recognition of the requirement for employees to be available to transport personnel without notice in accordance with customer requirements.

9.3 Future wage increase shall be in accordance with Schedule B.

10. PAYMENT OF WAGES

Wages shall be paid weekly by electronic funds transfer.

A pay day shall be fixed at each place of employment which once established shall not be changed except by agreement or with seven (7) days' notice.

Employers will provide a choice of electronic funds transfer facilities where this is the chosen method of payment.

Registered
Enterprise Agreement
Industrial Registrar

11. CASUAL EMPLOYEES

Casual employees shall be paid at the rate prescribed in this award for weekly employees calculated on an hourly basis plus 20 per centum for the time worked.

The casual loading contained in the paragraph above is in substitution for paid public holidays, all types of paid leave including annual leave and to compensate for the nature of casual employment.

Casual employees shall be paid in the following manner:

Monday to Friday

Casual employees shall be engaged by the hour and paid for all time worked to the nearest minutes with a minimum engagement of one hour provided that for all time worked in excess of 38 hours per week or 10 hours on any day the rate of pay shall be time and one half.

Saturday

Casual employees shall be engaged for a minimum of 1 hour and shall be paid for all time worked at time and one half.

Sunday

Casual employees shall be engaged for a minimum of 4 hours and shall be paid for all time worked at double time.

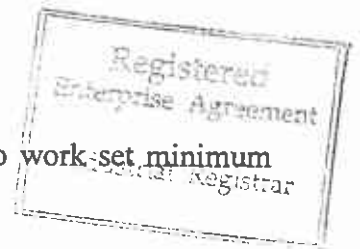
Public Holidays

Casual employees shall be engaged for a minimum of 4 hours and shall be paid for all time worked at double time and one half.

Clause 16 - Overtime and Other Penalty Payments, shall not apply to casual employees.

12. PERMANENT PART-TIME EMPLOYEES

Employees may be employed on a permanent part-time basis to work set minimum hours less than 38 ordinary per week, provided that:



- The set minimum hours for such an employee shall be determined upon engagement and committed to writing provided that, by mutual agreement, additional hours may be worked without the payment of overtime up to a maximum of 38 hours in a week to enable the employee to accept any extra duties that may be offered from time to time, or in the absence of mutual agreement by the company giving 48 hours notice.
- Notwithstanding the above, a minimum of 3 hours per day shall be worked by such an employee.
- The ordinary hours allowable for such employees shall be as set out in Clause 16.2- Overtime and Penalty Payments.
- The rate of pay of such employees shall be calculated on the basis of an hourly rate equal to the appropriate rate as set out in Clause 9 - Wages and divided by 38.
- Permanent part-time employees shall attract pro-rata entitlement to:
 - ✦ Annual Leave
 - ✦ Annual Leave Loading
 - ✦ Sick Leave
 - ✦ Bereavement Leave
 - ✦ Long Service Leave

- ✦ Public Holidays that fall within the four school terms
- ✦ Picnic Day

Registered
Enterprise Agreement
Industrial Registrar

13. HOURS OF EMPLOYMENT

The ordinary hours of work, exclusive of meal times, shall not exceed 38 hours per week, excluding meal breaks.

Ordinary hours shall be worked on one of the following basis:

- Thirty-eight (38) hours to be worked within a working week not exceeding seven (7) consecutive days, allowing working hours to be reduced by minutes per day or hours per week; OR
- Two (2) weeks worth of working hours (i.e. 76 hours) to be worked within a working fortnight over fourteen (14) consecutive days; OR
- Three (3) weeks worth of working hours (i.e. 114 hours) to be worked within a work cycle not exceeding twenty-one (21) consecutive days; OR
- Four (4) weeks worth of working hours (i.e. 152 hours) to be worked within a work cycle exceeding twenty-eight (28) days; OR
- Any other arrangement where a weekly average thirty-eight (38) hours are worked.

The employer and employees may by agreement defer "time off" for up to a maximum of five (5) days with such deferred "time off" to be taken within a period of six (6) months from the date on which agreement to defer was reached.

The employer shall determine the method of implementation of reduced working hours. Different methods of implementation may occur and may even differ from employee to employee.

The ordinary weekly hours may be worked up to six (6) days per week.

Where a four or five-day week is worked, the ordinary hours of rostered shifts shall be limited to ten hours of any shift of such week.

Where a six-day week is worked, the ordinary hours of rostered shifts shall be limited to nine hours of any shift of such week.

An employee called on to work any portion of an additional shift shall be paid not less than the period of such shift or the additional hours as overtime.

An employee, other than a casual employee, called upon to work a broken shift on Monday to Friday, inclusive, shall be paid for not less than seven hours for such shift.

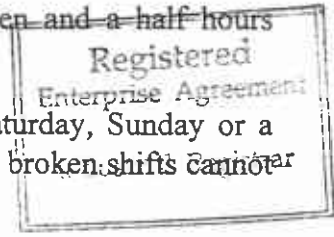
No broken shift shall be rostered to exceed a spread of twelve hours inclusive of meal breaks, provided that where the roster requires a broken shift may be rostered to a



spread of thirteen hours. Broken shifts in excess of thirteen hours spread may be implemented only by agreement with the Union.

No straight shift shall be rostered to exceed a spread of eleven ~~and a half hours~~ inclusive of meal breaks.

No employee shall be required to work a broken shift on a Saturday, Sunday or a public holiday except where, on regular timetabled services, such broken shifts cannot reasonably be avoided.



In particular circumstances, it shall be optional for the union and the employer to make an agreement as to broken shifts.

The break between the two sections of a broken shift which exceeds a spread of ten (10) hours shall be at least two hours, and only one such break shall be permitted on any such shift. Any other periods off duty during a broken shift except for a maximum of one meal break given and taken in accordance with Clause 14 - Meal and Crib Times, shall be counted and paid for as time worked.

Broken shifts will only be worked in circumstances where the employee can finish the first part of the shift and recommence the second part of the shift at the depot.

Employees may be permitted to interchange work to meet their personal convenience, provided that such change is with the consent of the employer.

An employee shall have a continuous break between the completion of a shift and the commencement of the next regular starting time of no less duration than that required by the Motor Traffic Act.

Fixing Times

The employer shall fix the starting and finishing time of each employee for each shift and also shall show all work to be performed during the shift and shall post rosters showing such times in a prominent place in the depot. Starting and finishing times can be altered in consultation with employees concerned if operational needs arise provided that all employees are clearly informed of potential needs by the client at the date of engagement.

The picking-up place shall be the Hunter Valley Region Military Area.

Employees shall be allowed reasonable time to perform such duties as are required by the employer before taking a vehicle from the recognised home depot, or picking-up place and after returning a vehicle to the finishing place. The employer shall post notices stating what duties are required.

Payments shall be made for each shift at the rate applicable to the day on which the major portion of the work is performed.

14. MEAL AND CRIB TIMES

No employee shall be required to work or be on duty continuously for more than five hours without a meal or crib break.

There shall be such flexibility in meal and crib breaks in regard to special hirings, charters, relief duties, straight shifts and/or broken shifts as is reasonably necessary to assist rostering.

A meal break shall be not less than thirty minutes and shall not exceed one hour. A crib break shall be not less than fifteen minutes and not more than thirty minutes and shall be counted as time worked.

No duties shall be performed by an employee during his meal or crib break.

Where an employee is required to work for two hours or more after the usual finishing time, the employee shall be paid a meal allowance.

15. SATURDAY AND SUNDAY WORK

All ordinary time worked on Saturday shall be paid for at the rate of time and one-half, and all time on Sunday shall be paid for at the rate of double time.

An employee called upon to work on a Saturday shall be guaranteed and/or paid for not less than one (1) hours' work at the appropriate rate.

An employee called upon to work on a Sunday shall be guaranteed and/or paid for not less than four (4) hours' work at the appropriate rate.

16. OVERTIME AND OTHER PENALTY PAYMENTS

16.1 Maximum Penalty Payment

Subject to Clause 11 - Casual Employees and Clause 19 - Public Holidays of this Agreement, when time worked is subject to more than one extra rate of payment, the employer shall not be required to pay more than at the rate of double time.

16.2 Overtime

Rostered overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter, for all rostered time worked in excess of thirty-eight (38) hours.

Non-rostered overtime shall be paid for at the rate of time and one half for the first two hours and double time thereafter, and shall stand alone on a daily basis.



Overtime rates shall be paid for all time worked in excess of nine hours where a six-day week is worked, or in excess of ten hours where a four or five day week is worked.

An employee who is rostered to work a straight shift of a spread of eleven and one half hours, inclusive of meal breaks, shall be paid at double time for all time worked in excess of the rostered shift.

For all time worked on Saturdays and Sundays, Clause 14 - Saturday and Sunday Work, shall apply.

The employer may require employees to work reasonable overtime at the rate prescribed and such overtime shall be allocated as equally as possible bearing in mind the nature the job and the suitability of the driver.

Where different overtime rates are applicable to the same hours of work, the rate most favourable to the employee shall be paid.

By agreement with the employee, non-rostered overtime may be taken as time off in lieu. Such time shall accrue at overtime rates and be taken within six (6) months.

Registered
Enterprise Agreement
Industrial Registrar

16.3 Broken Shifts Penalty Payments

All time worked on a broken shift after ten hours from the time first signed on, shall be paid for at the rate of time and one-half. If a broken shift finishes after 10pm, an allowance of \$1.87 per day shall be paid.

16.4 Recall

An employee who has left the premises and who is requested to return to work to perform extra duties, shall be paid at overtime rates with a minimum paid period of four (4) hours.

16.5 Hazardous Materials

Allowance: Employees engaged in the transportation of hazardous materials shall be paid an additional 70c per hour. This allowance shall be paid for every hour so engaged and shall not form part of the all purpose rate of pay.

17. DAYS OFF

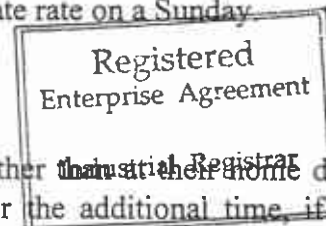
All weekly employees shall be allowed at least one day off in each week and shall not be worked on such day off except in the case of emergency.

Where an employee is required to work on any day rostered off, time worked thereon shall stand alone and shall be paid for at the rate of double time if on a Sunday or at the rate of time and three-quarters if on a Saturday or at the rate of time and one-half if any other day.

An employee required to work on any day rostered off, shall be guaranteed and/or paid for not less than four (4) hours' work at the appropriate rate Monday to Saturday, and for not less than five (5) hours work at the appropriate rate on a Sunday.

18. TRAVELLING TIME

Wherever the employee commences or finishes duty other than at their home depot, they shall be entitled to payment at ordinary rates for the additional time, if any, reasonably occupied in journeying to and from their home as compared with the time ordinarily occupied by them in journeying from the depot to their home and also shall be reimbursed for reasonable fares incurred.



19. PUBLIC HOLIDAYS

The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with special days appointed by proclamation as public holidays throughout the State shall be recognised as holidays. When taking any of the said holidays an employee shall receive payment for the ordinary hours of their rostered shift and any rostered overtime they would have earned had they not taken a holiday but shall not receive any daily allowances, loadings, penalties or premiums they would otherwise have earned.

Where any of the said public holidays are observed (Monday to Friday inclusive), during an employee's period of annual leave, then an additional paid day shall be added to the annual leave period for each such holiday so occurring.

Where any of the said public holidays fall (Monday to Friday inclusive), on an employee's rostered day off, then the employee shall be entitled to an additional paid day added to his annual leave period or shall be paid in addition to this wages for that week, 7 hours 36 minutes pay for such public holiday.

Where an employee is required to work any such holiday and he/she fails to work as required, no payment shall be made to the employee for the holiday; provided that this subclause shall not preclude payment of sick leave entitlement in respect of any employee who is unable to work on a public holiday because of illness. Such

employee shall be entitled to payment in accordance with clause 20 - Sick Leave of this Agreement.

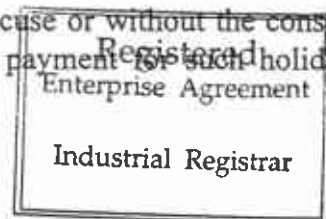
All time worked by employees on a public holiday shall be paid for at the rate of double time and a half with a guarantee of five hours' work for each employee.

Where in a week in which a public holiday falls an employee's ordinary rostered day off is altered so as to coincide with the public holiday, the employee shall be paid in addition at the ordinary rate for the number of hours that would have been worked according to the normal roster had the day not been a holiday, or, as alternatives, equivalent time off shall be allowed within one month or added to the employee's annual leave.

In a week in which a public holiday falls, the employer shall not be allowed to make up an employee's ordinary week with an overtime shift; which under the normal weekly roster the employee would have worked had it not been a public holiday.

In any week in which a public holiday occurs, the time for which the employee would normally be rostered to work but for the public holiday and for which the employee does not attend because of the public holiday shall be deemed to be time worked for the purpose of determining whether rostered overtime is payable pursuant to clause 16.2 - Overtime and Other Penalty Payments.

When an employee is absent from the employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday, unless the employee has worked on such holiday.



20. SICK LEAVE

An employee, other than a casual employee, with not less than three months' continuous service with the employer who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity (excluding illness or incapacity resulting from injury under the Workers' Compensation Act, 1987) and not due to misconduct shall be paid for such sick leave for the ordinary hours of their rostered shift and any rostered overtime they would have earned subject to the following conditions and limitations.

The employees shall, unless it is not reasonably practicable so to do (proof whereof shall be on the employee), make every effort to notify the employer of their absence two hours before their normal starting time on the first day of their absence, but in any circumstances within 24 hours of their normal starting time.

The employee shall notify the employer by 4.00pm on the day prior to their return to duty of their availability to return to normal duties.

The employee shall furnish to the employer such evidences as the employer may reasonably desire that they was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.



An employee in the first year of their employment shall be entitled to paid sick leave up to a maximum of thirty-eight hours (38) of ordinary time.

An employee after the first year of their employment shall be entitled to pay sick leave up to a maximum of sixty hours and forty-eight minutes of ordinary time.

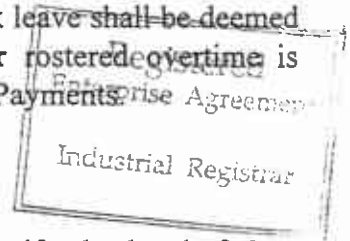
The rights under this clause shall accumulate from year to year, so long as the employment continues with the employers so that any part of the leave entitlement which has not been allowed in any year may be claimed by the employee and shall be allowed by the employer subject to the conditions prescribed by this clause, in a subsequent year of continued employment.

If an award holiday occurs on a Monday to Friday, inclusive during the employee's absence on sick leave then such award holiday shall not be counted as sick leave.

Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year, but shall be taken into consideration in arriving at the period of accumulated leave, provided that the increase in sick leave allowance after the first year of service of this clause, shall only commence from the date of operation of this clause.

Claims for paid sick leave for single day absences where sick leave has already been paid for two or more single day absences in the same year must be substantiated with a medical practitioner's certificate.

In any week in which an employee takes sick leave, the time for which the employee would normally be rostered to work but for the absence on sick leave shall be deemed to be time worked for the purpose of determining whether overtime is payable pursuant to Clause 16.2 - Overtime and Other Penalty Payments.



21. BEREAVEMENT LEAVE

An employee shall, on the death within Australia, of the wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child, or stepchild of the employee, be entitled to leave up to and including the day the funeral of such relation. Such leave shall for a period not exceeding two days without loss of any ordinary pay which the employee would have earned if he/she had not been on such leave.

The right to such leave shall be dependent on compliance with the following conditions:

- The employee shall give the employer notice of their intention to take such leave as soon as reasonably practicable after the death of such relation.
- The employee shall furnish proof of such death to the satisfaction of the employer.
- The employee shall not be entitled to leave under this clause during any period in respect of which their has been granted any other leave.

For the purpose of this clause the words "wife" and "husband" shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

22. ANNUAL LEAVE

See Annual Holidays Act, 1944.

An employee at the time of their entering upon a period of annual leave, in accordance with the said Annual Holidays Act, shall be entitled to an additional payment calculated on the basis of 25% of the holiday pay for that period of annual leave. Should circumstances arise where an employee has received annual leave loading to which they are not entitled, then such payment shall be deducted from any monies due at termination.

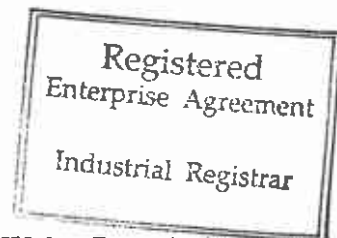
Before proceeding on annual holidays, an employee shall be advised by the employer of the shift on which they are to work immediately upon their return to duty. Notification of any change of shift shall be given to the employee by the employer at least 24 hours before the employee is scheduled to commence duty, either directly or by written notification delivered to the employee's home.

23. LONG SERVICE LEAVE

See Long Service Leave Act, 1955 (NSW).

24. UNION RECOGNITION

The Transport Workers' Union of Australia, New South Wales Branch, is recognised by the parties to this Agreement as a party to this Agreement and as a representative of its members covered by this Agreement.



25. TERMINATION OF EMPLOYMENT

In the case of weekly employees, seven days' notice, expiring on any day, shall be required on either side or a week's pay shall be given or forfeited in lieu of such notice except in cases of misconduct.

In the cases of termination of employment, all moneys due to the employee shall be paid not later than the termination of services and, in the event of payment of wages or other moneys due to the employee being delayed more than fifteen minutes beyond the employee's finishing time, all such waiting time shall be paid for at overtime rates.

26. DRIVER MONITORING PROGRAM

The following procedures are to occur in the monitoring of customer service and driving performance:

Customer Service

- All complaints received are to be validated by establishing the complainant's name and telephone number or address.
- The employee is to receive details of the validated complaint and to supply to the employer written responses to the complaint.
- If the complaint is not established, no further action shall be taken and notations are not to be made on the driver's employment file.
- If the complaint is established, then the employer is to counsel the employee with a company and employee representative in attendance. This shall be considered as a verbal warning.
- Should there be a further established complaint regarding customer service, the employee shall receive further counselling and a written warning.
- Further established customer service complaints shall result in a final counselling session and a final written warning issued by senior management.
- A further established complaint regarding customer service shall lead to termination of employment.

Driving Performance

- All complaints are to be validated by establishing the complainant's telephone number or address.
- The employee is to receive details of the validated complaint and supply to the employer a written response to the complaint.
- If the complaint is not established, no further action shall be taken and notations are not to be made on the driver's employment file.
- If the complaint is established, then the employer is to counsel the employee with a company and employee representative in attendance. This shall be considered as a verbal warning.
- Should there be a further established complaint regarding driving performance, the employee shall receive further counselling, a driving assessment by the company's driver trainer and a written warning.
- A further established complaint regarding driving performance shall lead to counselling and a final written warning issued by senior management.
- A further established complaint regarding driving performance shall lead to termination of employment.





Suspension from Duties

At the employer's discretion, there shall be a "once only" opportunity for the employee to be suspended from duties for a period of 10 working days without pay as an alternative to termination as described above.

Nothing in this procedure will effect the right of the employer to dismiss an employee without notice, where the employee is guilty of serious misconduct.

27. SUPERANNUATION

The company shall make superannuation contributions on behalf of each employee in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) into either the Transfield Retirement Fund or the TWU Superannuation Fund.

28. UNIFORMS

Employees shall be required to wear and maintain a uniform displaying the Company's logo.

Where an employee fails to wear the uniform provided by the Company in the course of their duties, the Company reserves the right to counsel the employee concerned.

The uniform shall remain the property of the Company and will be supplied to the employee free of charge. The uniform shall only be replaced by the Company where the condition of such clothing is no longer serviceable in the Company's opinion and provided that such wear and tear has not been the result of abuse or neglect by the employee.

The uniform must be returned to the Company upon the termination of the employee's employment.

29. LIMITATION OF DRIVING HOURS

See Motor Traffic Act and Regulations.

30. DEFECTIVE VEHICLES

No employee shall drive a vehicle which contravenes the NSW Motor Traffic Act and Regulations, other than for the purpose of completing a journey already commenced.



31. DRIVERS' DUTIES

The company will issue each employee with a position description containing the duties to be performed by the employee. Any changes to the position description must be discussed and agreed with the employee.

It is a requirement that each employee complies with their job description and that they may be directed to carry out such other duties that are within the employee's level of skill and competence.

32. DISPUTES PROCEDURE

32.1 Procedures relating to grievances of individual Employees

The Employee is required to notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.

A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

Reasonable time limits must be allowed for discussion at each level of authority.

At the conclusion of the discussion, the Employer must provide a response to the Employee's grievance, if the matter has not been resolved including reasons for not implementing any proposed remedy.

While a procedure is being followed, normal work must continue.

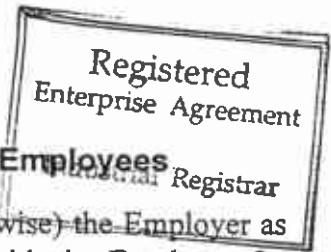
32.2 Procedure for a dispute between the Employer and the Employees

A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

Reasonable time levels must be allowed for discussion at each level of authority.

While a procedure is being followed, normal work must continue.

The Employer may be represented by an industrial organisation of Employers and the Employees may be represented by an industrial organisation of Employees for the purposes of each procedure.





33. SIGNATORIES

This Agreement was made on the nineteenth day of October 1998.



Signed for and on behalf of Transfield Pty Limited by its authorised representative

[Signature]
Witness:

Name: Russard John Morgan

Signed for and on behalf of the Transport Workers' Union by its authorised representative

[Signature]
Witness:

Name: R.E. GARVIN

[Signature]
Authorised Representative

Name: John Wilson
Date: 19/10/98

[Signature]
Authorised Representative

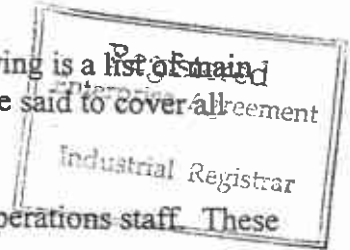
Name: STEPHEN HUTCHINS
Date: 14 October 1998



SCHEDULE A

Position Title – Transport Section Driver

The Transport Driver can be assigned a wide variety of tasks, the following is a list of tasks and responsibilities given to the position. However, this can not be said to cover all aspects of work in the Transport Section.



1. To carry out all driving task allocated to them by the transport operations staff. These tasks include:
 - The carriage of personnel
 - The carriage of General Freight
 - If qualified, the carriage of ammunition and dangerous goods
 - The carriage of mail and some sensitive documentation as directed.

2. Carry out daily servicing required on nominated vehicles:
 - Pre task inspection
 - End of task inspection
 - Complete Non Technical Inspections monthly

3. Supervise the loading and unloading of stores and is responsible for the stores whilst in his care.

4. It is noted that all TM drivers will hold and be in possession of current authorities and licences both at state and commonwealth level as required, to carry out their allotted tasks.

5. Qualifications to include but not restricted to:
 - At least a Heavy Rigid Drivers Licence (National) (old Class 3B/4B)
 - Current Public Passenger Vehicle Authority for:
 - ✦ Bus/Coach
 - ✦ Hire Car

6. Clean and detail vehicles and housekeeping within the work environment.



SCHEDULE B

Pay increase every 6 months from date of certification.

Existing Hourly Rate	First 2.5% Increase	Second 2.5% Increase	Third 2.5% Increase	Fourth 2.5% Increase
\$13.76 per hour	\$14.10 per hour	\$14.45 per hour	\$14.81 per hour	\$15.18 per hour



FILE

DM.KG 4

INDUSTRIAL RELATIONS COMMISSION
OF NEW SOUTH WALES

HARRISON DP

TUESDAY 27 OCTOBER 1998

IRC98/5549 - TRANSFIELD PTY LIMITED TRANSPORT SERVICES
(HUNTER VALLEY REGION) CERTIFIED AGREEMENT 1998Application by Transfield Pty Limited for approval of
enterprise agreementMr Wilson for the Applicant
Mr Lyle for the Respondent

WILSON: Your Honour, this is an application for an enterprise agreement to cover Transfield employees. It is a small contract embracing about nine or ten employees in the Singleton area and that contract that we have is a service contract to the Armed Services.

I would like if I could your Honour to hand up - there has been a mistake or two mistakes on the application - if I could hand up an amendment and refer to them. I have also passed one on to my colleague Mr Lyle.

HIS HONOUR: I will mark the tender as ex 1.

WILSON: If I could just correct - the comparison of conditions - your Honour, originally the agreement rates that were supplied were incorrect. The appropriate agreement rates are \$522.88 per week and the other error I will just draw your attention to is on the affidavit that has been formed by myself where it mentions the Transport Industry Mixed Enterprise Interim Award (State). There is a second award there, your Honour, which is the Transport Industry Motor Bus Drivers and Conductors' (State) Award. That also should be included in that affidavit. I will refer to that, your Honour.

I am not sure how to deal with this. It was a mistake that was just picked up prior to coming in here. In essence, your Honour, of course technically two awards, given the nature of the contract being performed, two awards are applicable. However given that the majority of the work that is being performed in the contract is of driving duties vis a vis chauffeur type duties, hire car duties, although the company does have a small bus, technically if an employee drove that bus the Motor Bus Drivers and Conductors' Award (State) may apply; we do not have a

designated bus driver.

We have got employees which are fully interchangeable and whose majority duties are contained within hire cars and a minority part of their duties is driving buses so although as I indicated the Motor Bus Drivers and Conductors' Award has been mentioned in the enterprise agreement, and it has not been in the affidavit, I would contend that--

HIS HONOUR: I am struggling to find the affidavit, Mr Wilson.

WILSON: That would be helpful.

HIS HONOUR: I have the two copies of the agreement and appendices.

WILSON: Your Honour, I am not sure how you would like to proceed with that. If that course does not cause an obstacle your Honour I would just proceed.

HIS HONOUR: Yes I would accept an amendment of the affidavit by agreement if Mr Lyle consents.

LYLE: Yes, your Honour.

HIS HONOUR: The affidavit is amended by consent of the parties to refer to the Bus Award. Mr Wilson, is that an award of this Commission?

WILSON: Yes your Honour. It is an award made by this Commission with rates of pay which are consistent with or very closely linked to the Mixed Enterprise Award. What I am saying is that the agreement rates are fair and far and away supersede those rates.

HIS HONOUR: Both the Bus Award and the Mixed Enterprise Award.

WILSON: Yes, both awards. In terms of the contract as indicated it is a contract with Transfield Pty Limited as with the Armed Services at Singleton. It employs roughly about ten employees. The contract is majority of transporting senior offices in the Army between Singleton and Sydney and also in and around Sydney so it is a hire car or chauffeur type operation although mixed industry is a minor part of transporting troops on some weekends up to rifle ranges and those types of areas and also some postal collecting which is to clear the mail. That is the nature of the contract, your Honour.

The skills exercised as part of the various licences that one would expect, car licences, small bus licence and also a

small truck licence.

Your Honour, the need to perform the contract from the company's point of view is that we really needed flexibility on two fronts. One was flexibility to operate the differing equipment that we have there, even though some of it may only be operated in a minor way but we still needed the correct qualifications and also your Honour we needed employees that were able to work hours in response to the Armed Services' needs.

We constantly get requests to perform work at short notice to come in and meet a plan which is outside of schedule so we needed a flexible work force to achieve that.

In terms of the enterprise agreement itself, your Honour, it replaces two awards that have been mentioned and those are mentioned as amended in the affidavit.

HIS HONOUR: There is also a need to amend the statement of particulars which does not refer to the Motor Bus Drivers and Conductors' (State) Award. Mr Lyle, do you agree with that amendment as well?

LYLE: Yes your Honour.

WILSON: It contains the necessary dispute settlement procedures. The agreement will cover all the employees. There will be no employees not covered by the agreement. The agreement has incorporated future wage increases for the life of the agreement which are consistent or slightly better than parallel awards.

In cl 14 there is a reference to a meal allowance but there is no dollar amount there. It is the intention of the parties or certainly the employer that we will pay the - if I could place this formally on transcript - we will pay the awards minimum meal allowance and if there are no movements to that meal allowance through the life of the agreement we will adjust accordingly.

It is the intention of Transfield to place in writing a letter to Mr Lyle's organisation to confirm that so there are no misunderstandings.

Your Honour, we believe that the agreement comprises the requirements of the Act. We commend it to you and seek your endorsement for its certification.

HIS HONOUR: You seek an operative date from today. Shall I approve it for two years herefrom?

WILSON: Yes.

DM.KG 4

LYLE: Your Honour, the agreement provides a flexibility required to manage an unusual contract as Mr Wilson has already stated. It also provides wage increases and increases in allowances somewhat ahead of the parent award.

5

We are more than happy to see the agreement ratified.

HIS HONOUR: I am satisfied that the agreement that is presented meets the requirements of the legislation and the principles for approval of an enterprise agreement. I congratulate the parties on their negotiations and the presentation of the material today.

10

The agreement to be known as the Transfield Pty Limited Transport Services (Hunter Valley Region) Certified Agreement 1998 is approved with effect from today, 27 October 1998 to apply for a period of two years herefrom.

15

20

oOo