

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/78

TITLE: Transfield Worley Joint Venture Construction Agreement 1998

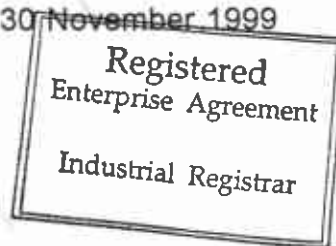
I.R.C. NO: 99/148

DATE APPROVED/COMMENCEMENT: 25 January 1999

TERM: 30 November 1999

**NEW AGREEMENT OR
VARIATION:**

New



GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to on-site construction workers at the Project site

PARTIES: Transfield Worley Joint Venture (A Joint Venture between Transfield Pty Ltd and Worley Limited) -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales



TRANSFIELD WORLEY

JOINT VENTURE

AIR SEPARATION UNIT

CONSTRUCTION AGREEMENT

1998

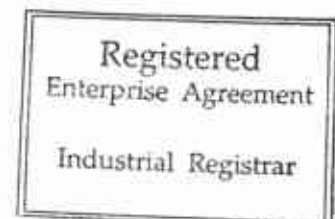
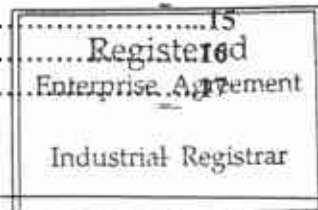


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1. TITLE

This Agreement shall be known as the Transfield Worley Joint Venture Construction Agreement 1998 and shall be submitted to the Industrial Relations Commission of New South Wales for approval in accordance with Section 34 of the Industrial Relations Act, 1996.

2. PARTIES BOUND

This Agreement is made between Transfield Worley Joint Venture (A Joint Venture between Transfield Pty Ltd and Worley Limited) and the unions named hereunder and shall be binding on Transfield Worley Joint Venture, and all employers (as defined in clause 3), the unions named hereunder and employees eligible to become members of the unions are performing on-site construction work in connection with the Air Separation Project at Port Kembla:

- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Australia (New South Wales Branch) [The AMWU];
- The Australian Workers Union (New South Wales) [The AWU]
- The Construction, Forestry, Mining and Energy Union (New South Wales Branch) [The CFMEU];
- Electrical Trades Union of Australia, (New South Wales Branch; (Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia) [The CEPU];
- The New South Wales Plumbers and Gasfitter Employees Union.

3. DEFINITIONS

'PARTIES' means the Principal Contractors, Unions and Employee.

'PROJECT' shall mean the construction/expansion phase of the BOC Gases Air Separation Plant at BHP Steelworks, Port Kembla.

'PROJECT SITE' means the area of land which is allocated to a particular Contractor for construction purposes within the plant.

'PRINCIPAL CONTRACTOR' means Transfield Worley Joint Venture.

'SUBCONTRACTOR' shall mean a company that has been engaged by the Principal Contractor to perform on-site construction work on the Project.

'EMPLOYER' shall mean any Contractor or Subcontractor that employs persons who perform on-site work on the Project.

'EMPLOYEE' shall mean any person engaged by an Employer under the terms of either an award or Enterprise Agreement, Federal or State, or recognised industry piece work contractor rates agreement and who performs on-site work on the Project.

'ENTERPRISE AGREEMENT' shall mean any certified agreement under the Workplace Relations Act 1996, or any Enterprise Agreement approved under the Industrial Relations Act, 1996 (NSW).

4. AIMS AND PURPOSE

The parties to this Agreement recognise that the success of the Project is of particular significance to the residents of Port Kembla for environmental, economic, and social reasons.

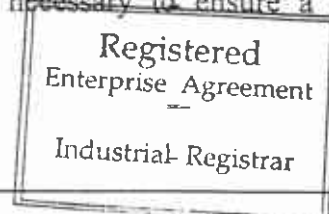
The Parties to this Agreement agree that all facets of work on the Project covered by this Agreement must achieve best international standards of excellence and best practice in all relevant respects including:

- Operational and business performance;
- Work organisation;
- Labour flexibility;
- Absence of union or work demarcations;
- Hiring practices;
- Continuous improvement;
- Training and development;
- Quality;
- Safety;
- Harmonious Employee relations.

The objectives of this Agreement are to provide a base for the successful completion of the Project in terms of time, budget/cost, quality, total quality concepts, planning, scheduling, safety and training.

These objectives can only be achieved by:

- Fostering a culture that acknowledges the right of Employees to equal opportunity in employment based on merit and the requirements of the job without regard to factors such as sex, race, colour, religion, age, marital status or social preference;
- Developing the most productive, co-operative and harmonious working relationship possible;
- Avoidance industrial action as a valid or acceptable means of dispute resolution on a Project such as this where a comprehensive Industrial Agreement and disputes avoidance procedure has been sought and finalised prior to work commencing;
- Ensuring that working relationships between Employers and Employees are developed to promote mutual trust, co-operation and open communication of relevant information and ideas;
- Acknowledging that there will be no attempt to link matters arising on this Project with any other matter outside the Project and similarly no attempt to raise outside issues on this Project;
- Maintaining standards of conduct and attendance necessary to ensure a safe and efficient operation.



5. APPLICATION AND SCOPE

This Agreement shall only apply to on-site construction work performed by Employees of Employers on the Project site.

This Agreement shall not apply to persons who are required, as part of their normal duties, to visit the site for the purpose of pickup or delivery, or to carry out routine maintenance or repairs to on-site plant, equipment or facilities. BOC Gases operations, maintenance and/or repair personnel, are not covered by this Agreement.

Where any term or condition of employment in this Agreement provides a greater benefit to an Employee than the terms and conditions applying to that Employee under any award or other duly certified or registered enterprise agreement, (federal or State) then this Agreement shall supplement such terms and conditions.

6. OPERATION OF AGREEMENT

This Agreement shall operate from date of approval by The Industrial Relations Commission of New South Wales, until Project completion or 30 November 1999, whichever is the earlier.

7. HOURS OF WORK

The ordinary hours of work shall be thirty eight (38) hours per week, eight (8) hours a day average over nineteen (19) day four (4) week cycle. Ordinary hours may be worked by agreement between the majority of affected Employees and the Employer between 6.00am and 6.00pm Monday to Friday. The ordinary hours of work, having once been established, can be varied by agreement, or in the absence of agreement, by one (1) weeks' written notice. Provided that ordinary hours may start from 5.00am without penalty, by agreement between an Employer and the Employees.

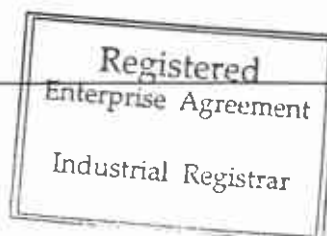
Employees shall be entitled to a paid fifteen (15) minute morning break and an unpaid thirty (30) minute lunch break each week day, taken at a time to suit the day's work, provided that two (2) breaks shall be taken each day and no Employee shall be required to work for more than five (5) hours without a break.

Rostered days off (RDO's) shall fall on the days prescribed by the agreed industrial schedule under the National Building and Construction Industry Award, provided that an Employer may substitute an alternative day for these RDO's without penalty in the following circumstances:

- Where an alternative day will allow the Employer to better meet its contractual obligations or overcome or avoid delays to its program and
- An alternative RDO is given with an agreed time frame or an agreed date(s);
- The Employee is given not less than 72 hours notice of the requirement to work on the RDO.

An Employer may substitute an alternative day for an RDO by giving an Employee less than 72 hours notice but if less than 72 hours notice is given the Employee shall be entitled to be paid for the RDO on which he/she is required to work at the rate applicable for work on a normal Saturday.

RDO's may be accumulated to a maximum of five (5) where that suits a particular Employer and it is agreed by Employees and the relevant Union(s) including an Employer with a contract expected to run for six (6) months or less.



8. LEGAL AND CONTRACTUAL OBLIGATION OF CONTRACTORS

Contractors, subcontractors, consultants and suppliers must comply with the provisions of applicable;

- Awards, and/or enterprise or project agreements; and
- Legislative requirements

Contractors must ensure that their subcontractors, consultants and suppliers comply with their legal obligations regarding their employees. Any relevant information is to be obtained through proper and lawful means, and in a way that respects confidentiality.

Arrangements or practices designed to avoid award obligations and/or legislative obligations including inappropriately treating a genuine employee as an independent contractor and/or inappropriate application of the Prescribed Payments System (PPS) of taxation are not permitted.

The terms of this clause are to be specifically drawn to the attention of each Employer prior to an Employee commencing work on the Project.

9. WAGE RATES AND ALLOWANCES

9.1 Wage Rates and Redundancy Payments

Employees shall be paid the Project Wage Rates, Project Allowance and Redundancy entitlements set out in Schedule 1 to this Agreement. The Project Wage Rates include all award entitlements, including but not limited to, base wage rates, supplementary payment, safety net adjustment, industry allowance, special allowance, follow the job allowance or like, tool allowance, special rates, disability payment, etc, and excepting only those allowances set out in sub-clause 9.2 of the Agreement.

Any increases in award rates of pay, including but not limited to increases arising from National or State Wage Case movements (including Safety Net Adjustments) shall be absorbed, fully or as far as it is possible, into the Project Wage Rates prescribed in Schedule 1 to this agreement.

Redundancy payments of \$46.00 per week shall be made into the funds known as ACIRT or MERT.

9.2 Additional Allowances

In addition to the Project Wage Rates referred to in the clause above, the following allowances shall be paid as they are prescribed in the relevant award, and shall be varied in accordance with movements in the relevant award allowance:

- Leading Hand Allowance
- Registration/Licence Allowances
- First Aid Allowances
- Refractory Allowance
- Explosive Powered Tool Allowance
- Meal Allowance



Daily Fares and Travel

Dual Crane Lifts Allowance

Pneumatic tool operation allowance as per NBCIA

Note: An Employee shall be paid by way of the prescribed daily fares and travel allowance the sum of \$17.50 per day (or in the case of electrical workers the sum of \$26.45 per day) or such higher amount as may be prescribed by the industry award applicable to the Employee.

9.3 Living Away from Home Entitlements

This clause will operate to the exclusion of clause 24 of the National Building and Construction Industry Award 1990 (NBCIA) clause 9 of the National Metal and Engineering On-site Construction Industry Award 1989 (MECA) clause 7 of the Electrical Contracting Industry (State) Award, and clause 26 of the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award.

9.3.1 Eligibility for Living Away from Home Entitlements

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 he/she has made a declaration as to his/her place of residence in accordance with subclause Declared Place of Residence below, prior to engagement on the Project Site.

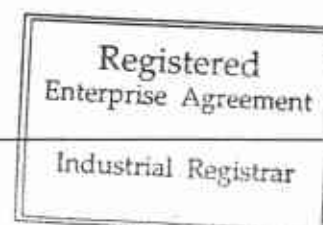
An Employee will not be permitted to commence work on the Project Site unless he/she has completed a declaration as to his/her place of residence as required by this clause.

If the Employee's declared place of residence is outside the area marked on the map on Schedule 2, then subject to the subclauses below, he/she will be eligible for living away from home entitlements under this clause.

If the Employee's declared place of residence is within the area marked on the map on Schedule 2 then he/she will not be eligible for living away from home entitlements under this clause.

An existing Employee of an Employer, except an Employee in a classification in the NBCIA, whose declared residence is outside the area marked on the map in Schedule 2, and who requests that he/she be transferred to work on the Project Site, will not be eligible for living away from home entitlements.

An Employee, except an Employee in a classification in the NBCIA, whose declared residence is outside the area marked on the map in Schedule 2, but who elected when applying for employment on the Project Site, to be considered for employment as though he/she does not live outside that area, will not be eligible for living away from home entitlements.



9.3.2 Declared Place of Residence

Applicants for employment at the Project Site.

All applicants for employment on the Project Site must complete a declaration as to their place of residence in the terms included in Schedule 3.

The declaration will determine eligibility for living away from home entitlements for the entire period of employment on the Project Site. An Employee's subsequent change of residence, unless directed by an Employer, will not change his/her eligibility status under this clause.

Existing Employees who are transferred to work on the Project Site.

Existing Employees who are being considered by an Employer for transfer to work on the Project Site, must complete a declaration as to their place of residence in the terms included in Schedule 3.

The declaration will determine eligibility for living away from home entitlements for the entire period of employment on the Project Site. An Employee's subsequent change of residence, unless directed by an Employer, will not change his/her eligibility status under this clause.

9.3.3 Entitlements for Eligible Employees

Eligible Employees will have the following living away from home entitlements.

In the case of Employees in classifications contained in the NBCIA, the benefits (as at the date this agreement is signed) contained in sub-clauses 24(3) and (4) of the NBCIA.

In the case of other Employees, the benefits (as at the date this agreement is signed) contained in sub-clauses (b) and (e) of MECA.

9.4 Superannuation

Subject to any higher entitlements under an applicable Enterprise Agreement, Employers will, in respect of each of their Employees make contributions into a complying superannuation fund of \$55.00 per week, or the minimum contribution required under the superannuation guarantee legislation, whichever is the higher. For the purposes of this clause a "complying superannuation fund" includes C+BUS, NESS or the Transfield Retirement Fund.

Employer superannuation contributions for apprentices shall be in accordance with the superannuation guarantee legislation.

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9.5 Apprentices Project Wage Rates

Apprentices shall be entitled to the following percentage of the Project Wage Rates for the appropriate base tradesperson under this agreement, and of the relevant Redundancy Payments included in the Schedule to this Agreement.

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

10. ANNUAL LEAVE

The quantum of annual leave shall be as prescribed by the appropriate Federal Award or the Annual Holidays Act of 1944 (NSW)

11. LONG SERVICE LEAVE

Employers shall comply with the Building and Construction Industry Long Service Payments Act 1986 in respect of all their Employees to whom this legislation applies.

12. RECRUITMENT OF LOCAL LABOUR

It is the intention of the parties that the employment opportunities generated by the construction phase of the Project should benefit the local community.

Employers will use their best endeavours to recruit employees from within the local community for work on the construction phase of the Project subject to the following:

- The availability of suitable skilled and qualified applicants for employment;
- The Employer's selection policies and procedures;

13. INDUCTION

Prior to the commencement of employment on-site, all Employees shall attend an agreed induction program given by the Principal Contractor's representatives. Employers shall arrange inductions prior to arrival on-site. The program shall include:

- Scope, purpose and anticipated duration of the Project;
- Familiarisation with and understanding the terms and conditions of employment contained within this Agreement;
- Advice on Legislative, Site and Employer safety standards and requirements;
- Co-operative objectives regarding goals that the Company has for this Project;
- Specific reference to the application of the Avoidance of Disputes Grievance Procedure and

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Continuous Operations Clause;

- Outline of any house rules, including disciplinary procedures;
- Advise Employees of the location of the first aid facility.
- Completion by Employees of an appropriate induction competency test.

Each employee will receive an induction card after completing the induction program and demonstrating satisfactory performance in the appropriate induction competency test, and access to the Project site will only be granted to an Employee who exhibits the issued induction card. However, in the case of a temporary induction card and ultimately a replacement card.

Each Employee's induction card must be carried by the Employees whilst engaged on the Project and is not transferable under any circumstance to any other person.

These procedures are intended to substantially improve the security on the Project and have a positive impact on the level of safety provided to Employees on the Project.

14. CLOTHING AND FOOTWEAR AND PROTECTIVE GEAR

Employers will provide their Employees with the following items of clothing and protective gear provided that if an Employer has obligations to provide clothing, under an Award or Enterprise Agreement, of an equivalent standard, then such Employers will not be bound by the terms of this clause.

14.1 Safety Footwear

Appropriate safety footwear will be issued upon commencement of work on the Project and will be replaced on a fair wear and tear basis thereafter provided they are produced to the Employer for inspection.

14.2 Overall, Combination or Bid and Brace and Shirts, Trousers and Shirts

Two (2) sets of protective clothing will be provided after accumulated employment on the Project by an Employee of seventy six (76) hours and will be replaced as a result of fair wear and tear provided they are produced to the Employer for inspection.

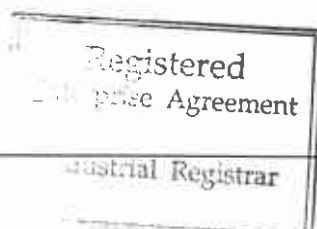
14.3 Jackets

One jacket shall be supplied to all employees on-site between 1 May and 30 September each year after accumulated employment on-site of 76 hours.

The type of jacket issued to an Employee will be determined by the nature of work performed to ensure that the jacket is not unsafe for the work performed by each Employee.

14.4 Head, eye, hearing and sun protection

Appropriate head, eye and hearing protection gear will be issued to Employees and will be worn at all times on the Project Site. A high protection sun screen lotion shall be made available for use by Employees at the Project Site.



14.5 Equivalent Clothing

Where documented evidence can be shown that the equivalent protective clothing referred to above has been supplied by the Employer within the last three months period, then the above will not apply.

15. DEMARCATION DISPUTE PROCEDURE

It is recognised by the Parties to this Agreement that it is in the interest of the Parties and of the Project that potential demarcation disputes are resolved swiftly without disruption to work or the construction program.

It is therefore agreed that all demarcation disputes shall be resolved by and between the Unions and their relevant peak bodies without stoppage or interference of delay in work or programmed work.

The terms of resolution of any demarcation dispute shall be, subject to this clause, in accordance with ACTU Policy and shall be communicated in writing on behalf of all interested Unions to the Company and the relevant Employer.

Until such communication is received by the Employer, the Employer shall allocate work on the basis of existing Union coverage for Employees.

The resolution of any demarcation dispute shall be consistent with the aim of improving productive and cost effective construction methods.

16. DISPUTE AVOIDANCE PROCEDURE

On all occasions, any issue, grievance or dispute over any matter between the parties to this Agreement shall be settled in accordance with this procedure without resorting to industrial action. This shall apply whether the matter in dispute relates directly to site employment or not, or whether it relates to a matter dealt with by this Agreement or a relevant Award or not.

Any matter of concern to an Employee or group of Employees shall be at first instance raised with their Supervisor, by the Employee(s) concerned or their delegate. Discussions and responses must occur before the end of the next working day.

If not settled at this level, the matter shall be formally submitted by a full time Official of the Union to site Management of the Employer. Discussions and responses must occur before the end of the next working day after the matter was submitted.

If not resolved at this level, the matter shall be formally submitted by the Employer to the Principal Contractor or by the Union(s) for discussion and responses.

Where the Principal Contractor fails to resolve the dispute, notification may be made to the Industrial Relations Commission for resolution.

Whilst the above procedure is being effected, normal safe work shall continue. No party shall be prejudiced as to final settlement by the continuance of work in accordance with this subclause.

17. WORKERS COMPENSATION

The Principal Contractor, Subcontractor and Employees shall make themselves aware and comply with their responsibilities under current New South Wales Workers Compensation

18. WORKERS COMPENSATION TOP UP COVER AND 24 HOUR ACCIDENT COVER

The Employer shall effect with a provider of its choice both top-up insurance and twenty four (24) hour accident cover to a standard of benefit equivalent to that available under the Coverforce Top-Up Accident. Scheme.

19. SAFE WORKING IN INCLEMENT WEATHER

In any situation where weather conditions do or are likely to affect safe work, affected Employees and their Employers shall consult on and seek the best method of completing work safely or shall seek alternative safe work (including training), if either is available.

It is acceptable that during periods of inclement weather, work in undercover areas may not be available to all Employees and some Employees will be required to wait until inclement weather clears. A fundamental obligation of each Employee during periods of inclement weather is to remain on the Project Site and be available for safe operational work, or training, until directed otherwise by the Employer.

In determining what safe operational work can be performed by an Employee, primary regard will be hand to the Employee's classification and the work normally performed by that Employee.

This clause shall operate to the exclusion of any Award or other inclement weather provision.

20. INSTALLATION OF MACHINERY AND/OR OTHER EQUIPMENT

Supervisors employed by the manufacturers or suppliers of machinery and/or other equipment will be permitted to provide technical skills and knowledge.

21. COMMISSIONING OF NEW PLANTS

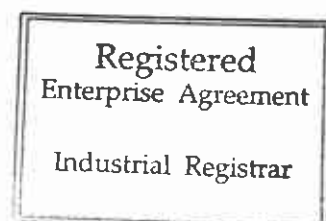
This Agreement will not cover BOC Gases Operational Employees engaged on commissioning.

22. NOT A PRECEDENT

The Parties will not use this Agreement as a precedent on any other project.

23. NO EXTRA CLAIMS

The Unions and Employees will not make any extra claims in respect of matters covered by this Agreement for the duration of the Project.



24. SIGNATORIES

Transfield Worley Joint Venture
(A Joint Venture between Transfield Pty Ltd and Worley Limited)

m.g. Ward Signature

A. Mlyatt Witness

Dated this 24th day of December 1998.

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Australia.

Brian Bell Signature

A. Mlyatt J.P. Witness

Dated this 22nd day of December 1998.

The Australian Workers' Union

Robert Kohler Signature

A. Mlyatt Witness

Dated this 24th day of December 1998.

The Construction, Forestry, Mining and Energy Union

Andrew Ferguson Signature

A. Mlyatt Witness

Dated this 24th day of December 1998.

The Electrical Trades Union of Australia

B. Ruck Signature

A. Mlyatt Witness

Dated this 12th day of January 1999. gs.



SCHEDULE 1

PROJECT WAGE RATE PROJECT ALLOWANCE AND REDUNDANCY ENTITLEMENTS

Award	Classification	Payment	Effective from date of approval by IRC of NSW 38 Hour Weekly Rate	Effective 3 Months after approval by IRC of NSW 38 Hour Weekly Rate	Effective on & from 1 August 1999 38 Hour Weekly Rate
MECA	Metal Tradesperson	Wage Rate Redundancy	581.00 + 76.00 46.00	598.40 + 76.00 46.00	616.40 + 76.00 46.00
	Rigger/Dogman/Scaffolder	Wage Rate Redundancy	554.00 + 76.00 46.00	570.60 + 76.00 46.00	587.70 + 76.00 46.00
	Trades Assistant	Wage Rate Redundancy	537.00 + 76.00 46.00	553.10 + 76.00 46.00	569.70 + 76.00 46.00
NBCIA	Carpenter	Wage Rate Redundancy	581.00 + 76.00 46.00	598.40 + 76.00 46.00	616.40 + 76.00 46.00
	Crane Drivers	Wage Rate	555.00 + 76.00	571.70 + 76.00	588.90 + 76.00
	- Not over 10T	Wage Rate	572.00 + 76.00	589.20 + 76.00	606.90 + 76.00
	- 11 – 20 T - 21T and over	Wage Rate	580.00 + 76.00	597.40 + 76.00	615.30 + 76.00
		- plus \$1.73 for each 5T over 20T Redundancy	46.00	46.00	46.00
ECIA (State)	Electrical Wkr Gd 5 (Base Trade – Unlic.)	Wage Rate Redundancy	581.00 + 76.00 46.00	598.40 + 76.00 46.00	616.40 + 76.00 46.00
	Electrical Wkr Gd 2 (Elect. Trades Asst)	Wage Rate Redundancy	505.00 + 76.00 46.00	520.20 + 76.00 46.00	535.80 + 76.00 46.00
General Construction (State)	Const. Wkr Gp 4	Wage Rate Redundancy	577.00 + 76.00* 46.00	594.30 + 76.00 46.00	612.10 + 76.00 46.00
	Const. Wkr Gp 3	Wage Rate Redundancy	560.00 + 76.00* 46.00	576.80 + 76.00 46.00	594.10 46.00
	Const. Wkr Gp 2	Wage Rate Redundancy	548.00 + 76.00* 46.00	564.40 + 76.00 46.00	581.30 + 76.00 46.00
	Const. Wkr Gp 1	Wage Rate Redundancy	537.00 + 76.00* 46.00	553.10 + 76.00 46.00	569.70 + 76.00 46.00

Note: Rates marked thus (*) include loading in lieu of superannuation. Registered Enterprise Agreement

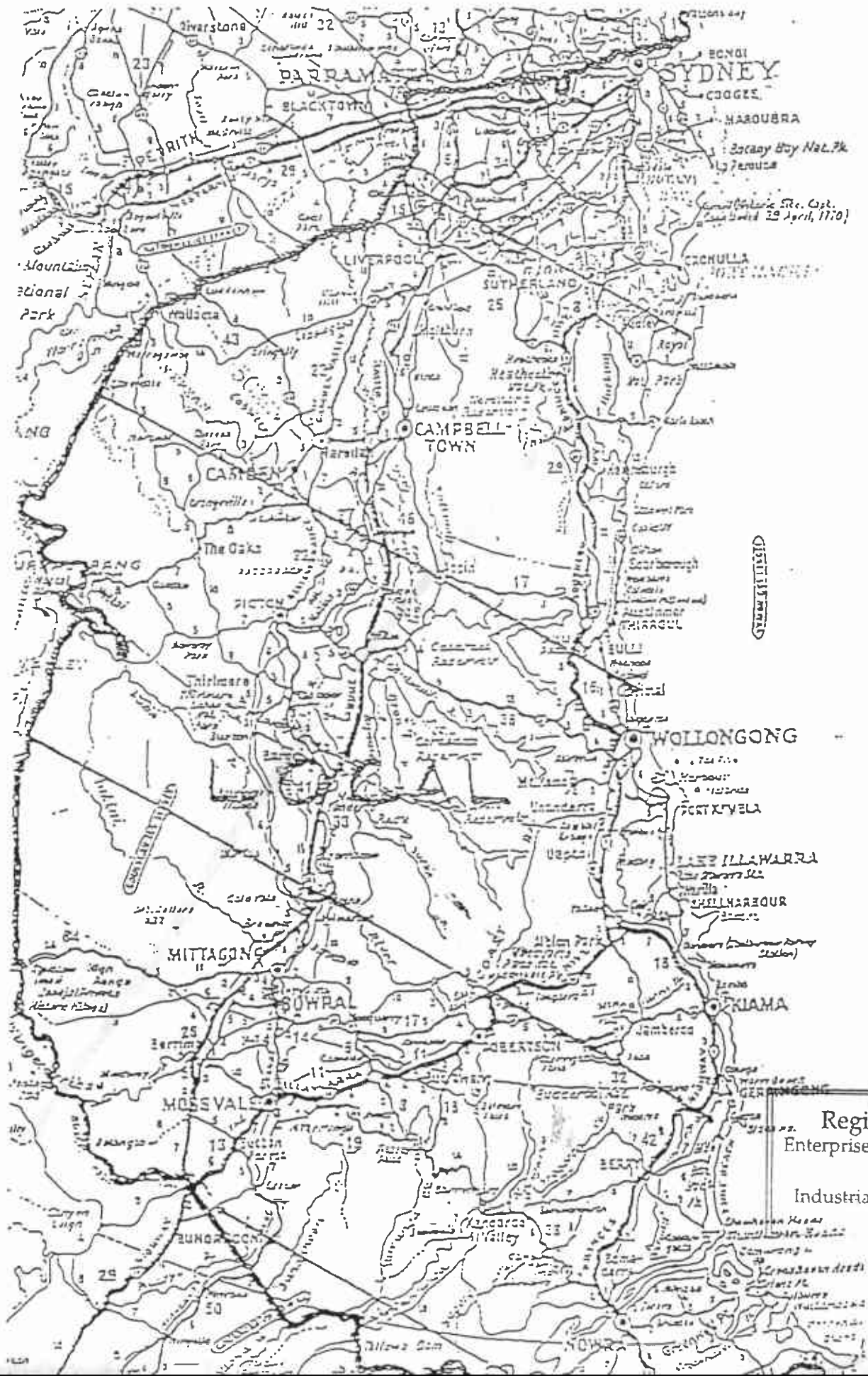
SCHEDULE 2

MAP

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SCHEDULE 4



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SCHEDULE 3

DECLARATION for the purposes of Clause 9.3.2 of the Transfield Worley Joint Venture Construction Agreement

"Place of Residence"

I, _____, hereby declare that:
[insert full name]

1. I, have been provided with a copy of Schedule 2 of the Transfield Worley Joint Venture Construction Agreement 1998, which contains a map showing an area surrounding the project site.
2. My place of residence is recorded below and is inside/outside the area marked on the map included in the Schedule to above.

My place of residence is [insert address] _____

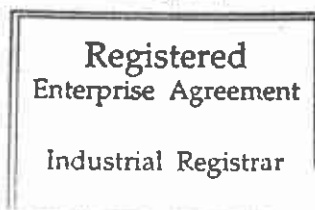
DECLARED this _____ day of _____ 199 _____

[signature]

[Signature - Witness]

Name: _____ [print]

Name: _____ [Print]



SCHEDULE 4

ELECTION for the purposes of 9.3.2 clause of the Transfield Worley Joint Venture Construction Agreement

I, _____, hereby acknowledge that:
[insert full name]

1. I have been provided with a copy of Schedule 2 of the Transfield Worley Joint Venture Construction Agreement 1998 containing a map on which is marked an area surrounding the project site.
2. I have made a declaration that my place of residence is outside the area marked on the map.
3. I **ELECT** to be considered for employment on the project site as if my place of residence is within the area on the map.
4. I **UNDERSTAND** that if I make this election and accept an offer of employment on the project site, I will be employed in accordance with the terms of the Transfield Worley Joint Venture Construction Agreement 1998 and will have no entitlements to living away from home benefits.
5. I **UNDERSTAND** that I am under no obligation to make this election, and I have done so freely.

DECLARED this _____ day of _____ 199_____

[signature]

[Signature - Witness]

Name: _____ [print]

Name: _____ [Print]

Registered Enterprise Agreement Industrial Registrar
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