

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/299

TITLE: Port Waratah Coal Services Stage 3 Agreement 1999

I.R.C. NO: 99/6177

DATE APPROVED/COMMENCEMENT: Approved 22 November 1999 and commenced 9 November 1999

TERM: 31 December 2001

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 47



COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies only to the employer engaged in the development of facilities within the scope of management of Bechtel Australia Pty Ltd for the Port Waratah Coal Services Stage 3 Expansion Project at Kooragang Island, Newcastle, New South Wales

PARTIES: 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 New South Wales Plumbers and Gasfitters Employees' Union, Transport Workers' Union of Australia, New South Wales Branch, Labor Council of New South Wales, Newcastle Trades Hall Council, The Australian Industry Group New South Wales Branch

**PORT WARATAH COAL SERVICES
STAGE 3 EXPANSION AGREEMENT**

**AUSTRALIAN INDUSTRY GROUP
NSW BRANCH**

AND

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

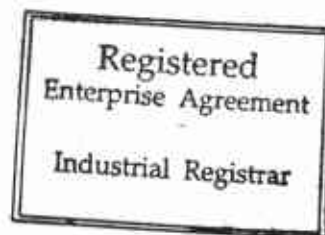


TABLE OF CONTENTS

Clause		Page
1	ADMINISTRATION	
	1.1 Application and Scope of the Agreement	4
	1.2 Parties Bound	4
	1.3 Sanctity of the Agreement	5
	1.4 Operation of the Agreement	5
2	REMUNERATION	
	2.1 Allocation to Groups	5
	2.2 Wages	7
	2.3 Allowances	8
	2.4 Termination Pay	9
	2.5 Superannuation	9
	2.6 Escalation of Rates	9
	2.7 Payment of Remuneration	10
	2.8 Workers Compensation	10
	2.9 No Reduction Clause	10
3	HOURS OF WORK	
	3.1 Hours	10
	3.2 Daily Work Patterns	10
	3.3 Scheduled Day Off	11
	3.4 Overtime and Special Work	12
	3.5 Shift Work	13
	3.6 Weekend Work	14
4	PAID TIME OFF	
	4.1 Concept	14
	4.2 Accrual of Paid Time Off	15
	4.3 Utilisation of Paid Time Off	15
	4.4 Unused Paid Time Off	16
	4.5 Bereavement Leave -	16
	4.6 Portable Long Service Leave	16
	4.7 Carer's Leave	17
	4.8 Jury Service	17
5	EMPLOYMENT	
	- 5.1 Contract of Employment	17
	5.2 Casual Employees	17
	5.3 Leadership Responsibilities	18
	5.4 Employee Responsibilities	18
	5.5 Effectiveness Enhancement	20
	5.6 Equitable Treatment System	21
	5.7 Disputes Procedure	21
	5.8 Personal Code of Conduct	22
	5.9 Anti-Discrimination	24
	5.10 Non Local Personnel	25
6	OTHER PROVISIONS	
	6.1 Accident Cover	26
	6.2 Amenities	26
	6.3 Right of Entry	26
	6.4 First Aid Allowance	27



TABLE OF CONTENTS - Continued

Clause	Page
6. 5 First Aid Centre	27
6. 6 Project Orientation	27
6. 7 Site Conditions	28
6. 8 Joint Monthly Meetings	28
6. 9 Meetings of Employees	28
6. 10 Protective Clothing and Footwear	29
6. 11 Consumables	30
6. 12 Shop Steward	30
6. 13 Shop Stewards Meeting	30
6. 14 Apprentices	30
6. 15 Work Rules	31
6. 16 Fitness for Duty	31
APPENDIX 1 – Definitions and Interpretations	32
APPENDIX 2 – Fitness for Duty	37
APPENDIX 3 – Carer’s Leave	44
SIGNATORIES TO THE AGREEMENT	46



CLAUSE 1.0 ADMINISTRATION

1.1 APPLICATION AND SCOPE OF AGREEMENT

Subject to the provision, this Agreement shall apply only to the employer engaged in the development of facilities within the scope of management of Bechtel Australia Pty Ltd for the Port Waratah Coal Services Stage 3 Expansion Project at Kooragang Island, Newcastle, New South Wales. Provided that the Agreement shall not apply to:

- Statutory employees
- Management and supervisory personnel
- Employees and Contractors of Port Waratah Coal Services Pty. Ltd.
- Engineers / Surveyors
- Clerical and Administration Personnel
- Security Personnel
- Employees of suppliers engaged in deliveries of material and equipment to and from site.
- Employees engaged in the development of off-site access roads and railway lines.
- Off site infrastructure and pre-assembly associated with the expansion.



This Agreement shall have no application to plant commissioning, operations or maintenance or to any work after turnover of plant to PWCS or to any other activities for which Bechtel is not responsible.

The parties to this Agreement commit themselves to the achievement of maximum levels of efficiency and productivity during the course of the construction project and agree that no party will take any action that adversely affects the efficiency or productivity of the project.

All suspected breaches of this Agreement shall be reported to Bechtel for immediate investigation. If found to be correct, such breaches will be immediately rectified.

1.2 PARTIES BOUND

The parties bound to this Agreement are:

- (a) Australian Industry Group on behalf of contractors and subcontractors engaged in works that fall within the application and scope of this Agreement.
- (b) Bechtel Australia Pty. Ltd.
- (c) All employees of contractors and subcontractors engaged on work that falls within the application and scope of this Agreement whether members of the organisations listed in (d) or not.

- (d) The organisations that represent the employees defined in (b), namely;
- (i) The Labour Council of NSW;
 - (ii) Newcastle Trades Hall Council;
 - (iii) Electrical Trades Union of Australia, NSW Branch;
 - (iv) Australian Workers Union;
 - (v) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW;
 - (vi) Construction, Forestry, Mining and Energy Union, NSW Branch;
 - (vii) Transport Workers Union of Australia, NSW Branch;
 - (viii) NSW Plumbers and Gasfitters Employees Union.

Registered
Enterprise Agreement

Industrial Registrar

1.3 SANCTITY OF THE AGREEMENT

1. This Agreement shall apply exclusively to the services activities as described in Clause 1.1. Subject to Clause 1.1 and to the maximum extent permitted by the Industrial Relations Act (NSW) 1996, no other Industrial Awards or Agreements (whether State or Federal) shall apply to the employees, the employer or the unions bound by this Agreement.
2. This Agreement is stand-alone and insular in nature and has been developed by the Parties to reflect and accommodate the specific circumstances of the PWCS Stage 3 Expansion Project.
3. It is a term of this Agreement that the parties bound by this Agreement will not pursue any extra claims, award or overaward, for the duration of this Agreement as specified in Clause 1.3 of this Agreement. This includes claims relating to changes arising from award variations or decisions of the N.S.W. Industrial Relations Commission (the Commission) other than changes that are consistent with the terms of this Agreement.
4. This Agreement shall not be used as a precedent by any of the Parties in respect of any other project or enterprise.

1.4 OPERATION OF THE AGREEMENT

This Agreement shall operate from the ~~X~~ ^{on and after} 1999 (Date to be determined by IRC) and shall remain in force until 31st December 2001.

CLAUSE 2.0 REMUNERATION

2.1 ALLOCATION TO GROUPS

Group AA - 105%

\$812.33

Mechanical Tradesperson – Special Class

Mechanical Plant Operators Groups F, G, & H

Mobile Cranes over 70 tonnes (Add: \$1.73 for every 5 tonne in excess of 90 tonnes.

Welder – Special Class

In addition to performing any duties within Group AA (subject to capability), employees in this Group will perform any of the duties of Group E, D, C, B or A provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements; and
- Related to the contract work of the employer and incidental to the employee's substantive role.

Group A – 100%

\$773.65

All Tradespersons, including Mechanical Tradespersons
Welder Tested
Mechanical Plant Operator Groups C, D & E
Transport Workers Grade 6,7 and 8
Mobile Crane Operator lifting capacity 40 tonnes but not exceeding 70 tonnes.

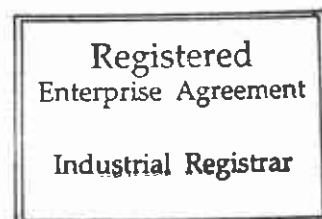
In addition to performing any duties within Group A (subject to capability), employees in this Group will perform any of the duties of Group E, D, C, or B provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements; and
- Related to the contract work of the employer and incidental to the employee's substantive role.

Group B – 97%

\$750.44

Mechanical Plant Operators Group B
Concrete Pump Operator
Batch Plant Operator/Weigher and Batchter
Greaser – field service truck
Transport Worker, Grade 4 and 5
Cable joiner
Driver of Graders over 100 brake horse-power
Mobile Crane Operator lifting capacity up to 40 tonnes.



In addition to performing any duties within Group B (subject to capability), employees in this Group will perform any of the duties of Group E, D, or C, provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements; and
- Related to the contract work of the employer and incidental to the employee's substantive role.

Group C – 95%

\$734.97

Mechanical Plant Operators Group A
Groups 3 and 4 (AWU Labourers)
Groups 1 and 2 (CFMEU Labourers)
Bituminous Spray Operators
Rigger
Steel Fixer/Concrete Finisher
Sheetmetal Worker – 2nd class
Dogman/Crane Chaser
Scaffolder
Driller Operator – shot drilling machine
Driller's Assistant
Driver of Graders up to 100 brake horse-power
Transport Workers, Grade 1,2 and 3

In addition to performing any duties within Group C (subject to capability), employees in this Group will perform any of the duties of Group E, or D provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements; and
- Related to the contract work of the employer and incidental to the employee's substantive role.

Group D – 91%

\$704.02

Group 2 (AWU Labourer including AWU Storeperson)

Group 3 (CFMEU Labourers)

Lagger

Crane Chasers (engaged in loading and unloading and/or on work associated with storage areas)

Laboratory Labourers

In addition to performing any duties within Group D (subject to capability), employees in this Group will perform any of the duties of Group E provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements; and
- Related to the contract work of the employer and incidental to the employee's substantive role.

Group E – 88%

\$680.81

Tradesmen's Assistants

Survey Field Hands

Group 1 (AWU Labourers)

Dresser and Grinder

Cold Saw Operator

Storeperson



Employees in this group will perform any of the listed Group E duties, provided such duties are:

- Within the skills, competence, qualifications and training of the employee concerned, and;
- Consistent with occupational health and safety and statutory requirements; and
- Related to the contract work of the employer and incidental to the employee's substantive role.

Other classifications of labour may be included in this Clause following discussions and agreement between the appropriate parties to this Agreement.

Higher Duties

Where any employee on any day performs two or more classes of work to which a differential rate fixed by this Agreement is applicable, such a person if employed for more than 4 hours on the class or classes of work carrying the higher rate shall be paid in respect of the whole time during which the employee works on that day at the same rate. This rate shall be at the highest rate fixed by this Agreement in respect of any such classes of work, and if employed for four hours or less on the class or classes of work carrying the higher rate, the employee shall be paid at such higher rate for four hours.

2.2 WAGES

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

Such rates shall only be varied during the term of the Agreement, in accordance with the schedule as set out above. The parties may, by agreement, include additional classifications within the groupings set out in this clause. Any dispute as to the appropriate grouping for a particular classification shall be dealt with in accordance with the provisions of Clause 5.3 hereof - Disputes Procedure.

The rates of pay set out in this clause are inclusive of amounts in lieu of over-award payments, Industry Allowance, Construction Allowance, Fares and Travelling (excluding excess fares where applicable) and Site Disability payments such as space, height, dirt, etc, award special rates such as confined space, wet work, etc follow the job loadings, compensation for travel pattern mobility requirements, etc., inclement weather, wind, dust, etc., but exclude those allowances contained separately under this Agreement.

2.3 ALLOWANCES

The following allowances shall be payable in addition to Group A rates where applicable for all purposes of this agreement.

1. (i) Specialist Skills – Electrical employees who are qualified and required to perform such work shall receive the following all purpose allowance:

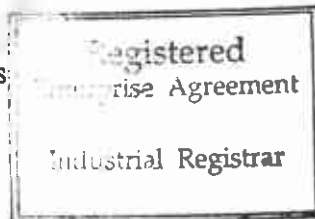
Electrical Licence	\$24.50 per week
Electrical Special Class	\$38.68 per week
Electrical Instrument Fitter	\$38.68 per week
Instrument, Complex Systems	\$38.68 per week

- (ii) Specialist Skills - Mechanical

Mechanical employees (as defined) who are qualified to Project standards and are required to perform such work shall receive the following all purpose allowance:

Instruments	\$38.68 per week
Instrument, Complex Systems	\$38.68 per week

- (iii) Plumbing Licence



\$22.80 per week

2. Leading Hand

An employee specifically appointed by the employer to provide leadership to a work crew and who has a completed requisite project leadership training program shall be paid an additional \$35.00 per week which shall form part of the employee's weekly all purpose wage.

3. Tool Allowance

In addition to the rates above all tradespersons shall be paid \$18.90 per week for all purposes as a tool allowance.

4. Meal Allowance

An employee required to work overtime for at least one and a half hours after working ordinary hours shall be paid by his/her employer an amount of \$7.70 for the first meal break and for each subsequent meal should such overtime continue for more than four (4) hours after the first meal break, provided that this clause shall not apply to an employee who is provided with reasonable board and lodgings and is provided with a suitable meal.

The following flat allowance shall be paid where applicable:

(i) Excess Fares and Travel Allowance

Where an employee resides more than 50km from the jobsite, and utilises his/her own vehicle for travel to and from the jobsite a payment of 35cents per km is payable for the distance in excess of fifty kilometres. This payment shall not be made if the Employer provides or offers to provide transport to and from the site each day.

2.4 TERMINATION PAY

In lieu of award termination and redundancy payments otherwise payable, contractors and subcontractors shall contribute into ACIRT or an approved Occupational Redundancy Fund, an amount of \$50.00 per week per employee, in respect of each completed week of employment at the construction site and shall, for the term of their contract on the construction site, complete a Deed of Adherence which shall apply in respect of employees whilst they are engaged at the construction site. This amount shall be increased by \$5.00 on 28th September 2000.

An employees fund accrual shall not be used to offset his/her applicable award entitlement in respect of redundancy.

Employees engaged on-site from time to time for less than a completed week of employment shall be paid \$1.20 per hour 'flat' for all ordinary hours worked to a maximum of 38 ordinary hours per week, in lieu of the required contribution on behalf of employees into ACIRT or other approved Occupational Redundancy Fund.

2.5 SUPERANNUATION

Employees of contractors and sub-contractors covered by this Agreement shall, whilst they are engaged on this site, be covered by an appropriate superannuation scheme such as C + BUS, NESS or other union approved superannuation schemes.

Construction work to be performed under this Agreement falls under the definition of construction work contained in the Trust Deed or Deed of Adherence of C + BUS and NESS Superannuation Schemes.

Contractors shall contribute \$55.00 per week on behalf of employees to C + BUS, NESS or other union approved superannuation schemes. Provided that such contribution shall not be in addition to any contributions made in accordance with legislation or an enterprise agreement. This amount shall be increased by \$5.00 on 28th September 2000.

2.6 ESCALATION OF RATES

In consideration of the nature and duration of this Project and the Agreement, escalations shall apply to the remuneration in Clause 2.3 and all purpose allowances in Clause 2.3 numbers 1 to 4, as set out below:

- As from 28th March 2000 an increase of 2.5%
- As from 28th September 2000 an increase of 2.5%
- As from 28th March 2001 an increase of 2.5%
- As from 28th September 2001 an increase of 2.5%

2.7 PAYMENT OF REMUNERATION

1. Remuneration shall be paid weekly no later than Wednesday of the following week.
2. Payment shall be by direct deposit/electronic funds transfer to a bank account nominated by the employee.
3. When the employee's services are terminated, the employer shall pay any wages due on the day of termination or as soon as practicable or thereafter.

2.8 WORKERS COMPENSATION

Bechtel shall instruct all contractors that it is a term and condition of their contract that they shall ensure that all workers they engage to work on the site are covered by New South Wales Workers Compensation insurance and are aware of their responsibilities under the legislation which is current at the time.

2.9 NO REDUCTION CLAUSE

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

CLAUSE 3.0 HOURS OF WORK

3.1 HOURS

- Registered
Enterprise Agreement
Industrial Registrar
- (a) Except as provided elsewhere in this Agreement the ordinary working hours shall be thirty-eight (38) consecutive hours each Monday to Friday inclusive, between the hours of 6.00am and 6.00pm. Start and finish times can be moved 1 hour either way without penalty by agreement between the employee and employer. The first .4 of an hour of each day worked, plus .4 of an hour for each day on paid leave, will accrue as an entitlement to be taken at a time agreed between the employee and employer, as a paid day off, as though worked.

An employee shall be paid the daily rate for working the eight (8) ordinary hours on a normal working day. The daily rate shall be calculated by dividing the ordinary weekly wage in Clause 2.1 by five (5).

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

- (b) The method of payment for hours worked, paid leave, etc, shall be as prescribed in Clauses 3.2, 3.3, 3.4, 3.5 and 3.6.

3.2 DAILY WORK PATTERNS – ORDINARY HOURS

The employer shall schedule each work day so that it is split into three approximately equal work periods separated by two work breaks.

The first work break shall be 'paid' time and the second shall be in 'unpaid' time. The workday shall be therefore structured as follows:

On site:	8.5 hours
Paid time:	8.0 hours
Unpaid break:	30 minutes
Paid break:	20 minutes (included in Paid Time')

The following are the guiding principles reflecting the intent of this Daily Work Pattern:

- Break durations are intended to allow a realistic period for rest; the stated duration is therefore not to be exceeded.
- While work periods are meant to be of approximately equal duration, they may be scheduled to suit the specifics of the work and may vary, subject to general conformity with the above intent.
- The work breaks may be taken at different times to maximise flexibility of work requirements eg tie-ins, concrete pours, crane-lifts:
 - by each employer
 - by groups
 - by individuals.
- No employee will be required to work in excess of four hours without a work break.
- The start time is 'at the on-site amenities'. Completion of actual productive work will be at the time appropriate for each employee to ensure the integrity and safety of the work area, pack up with the finish time on arrival at the locker/shower facility.

3.3 SCHEDULED DAY OFF

(i) Scheduled Day Off

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

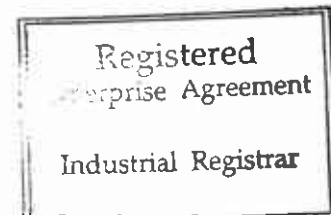
An employee who works for part of a nineteen (19) day cycle on the site (as defined in sub-clause 3.1 (a) of this clause) and part of the cycle at another work location of the same employer, shall be entitled to receive payment at the rate applicable under this Agreement for the proportion of time worked on the site when payment is made to such employee in respect of his/her scheduled day off.

(ii) New Employees

A new employee on site shall take the scheduled day off and be paid a pro rata payment for the prescribed scheduled day off, calculated on the basis of .4 of an hour's pay for each day worked within the cycle and for each other day on which the employee has been absent on paid leave. However, as provided by Clause 3.1 (a), up to five (5) scheduled days off may be accrued by agreement between the contractor and the employee, and must be taken during the course of the job.

(iii) Working on the Scheduled Day Off

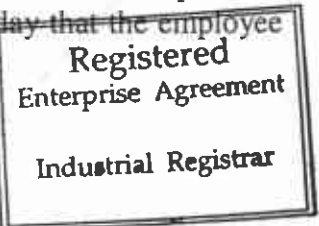
The accrued SDO shall be taken as a paid day off provided that this day may be worked where that is required by the employer and such work is necessary to allow other employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to the project or a section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



notification shall be provided not later than on the last normal working day prior to the SDO. This Clause shall not apply where scheduled days off are accrued as provided by subclause (a) of Clause 3.1.

(iv) Termination of Employment

In addition to all other entitlements (Paid Time Off) the employee shall be entitled to a pro rata payment of .4 of an hours pay for each ordinary day worked and for each other day that the employee was absent on paid leave within the nineteen (19) day cycle.



3.4 OVERTIME AND SPECIAL WORK

- (a) All contractors shall require their employees to work reasonable overtime.
- (b) All time worked beyond the ordinary hours of work as prescribed in Clause 3.0 shall be paid for at the rate of one and a half times (1 1/2) ordinary rates for the first two (2) hours thereof and at double time thereafter.
- (c) An employee recalled to work overtime after leaving his/her employers business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four (4) hours work at the appropriate rates for each time he/she is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four (4) hours if the job he/she was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his/her employers premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (d) If an employer requires an employee to work during the time prescribed by clause 3.2 for cessation of work for the purpose of a meal, the employer shall allow the employee whatever time is necessary to make up the prescribed time of cessation, and the employee shall be paid at the rate of double time for the period worked between the prescribed, time of cessation and the beginning of the time allowed in substitution for the prescribed cessation time, provided however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the said cessation time.
- (e) No apprentice under the age of eighteen (18) years shall be required to work overtime unless he/she so desires. No apprentice shall: except in an emergency, work or be required to work overtime at times which would prevent his/her attendance at TAFE College, as required by any Statute, award or regulation applicable to him/her.
- (f) When an employee, has not been regularly rostered and not given twenty-four (24) hours notice of the requirement to work overtime and, after having worked overtime, finishes work at a time when reasonable means of transport are not available, the employer shall provide the employee with a conveyance to his/her home or to the nearest connecting public transport.
- (g) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

An employee (other than casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had 10

consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such 10 consecutive hours off duty he shall be paid at double rates until he is released for duty for such period and he shall then be entitled to be absent until he has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

3.5 SHIFT WORK



The following conditions shall apply to employees engaged on shiftwork.

(a) For the purposes of this clause:

“Afternoon Shift” means a shift finishing at or after 9.00 pm and at or before 11.00 pm.

“Night Shift” means a shift finishing at 11.00 pm and at or before 7.00 am.

“Morning Shift” means a shift finishing after 12.30 pm and at or before 2.00 pm.

“Early Afternoon Shift” means a shift finishing after 7.00 pm and at or before 9.00 pm.

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

(i) Afternoon and Night Shift - Ordinary Time plus 50%.

(ii) Morning and Early Afternoon Shifts - Ordinary Time plus 25%.

(c) **Broken Shift**

(i) A broken shift is any shift that does not continue for five (5) consecutive working days Monday to Friday.

(ii) All hours worked on broken shifts shall be paid as though they were overtime hours, excepting where the reasons for a broken shift eventuating are as a result of employee actions or reasons.

(d) An employee shall be given at least forty-eight (48) hours notice of a requirement to work shift work.

(e) The hours of shift work when fixed shall not be altered except for breakdowns or other causes beyond the control of Bechtel/contractors, provided that notice of such alteration shall be given to the employee not later than the cessation of the previous shift.

(f) For all work performed on a Saturday or Sunday, the provisions of Clause 3.6 of this Agreement shall be applicable in lieu of the rates prescribed in this clause. Work on Public Holidays is covered in clause 4.3 of this Agreement.

(g) Work in excess of shift hours, Monday to Friday, other than holidays, shall be paid for at double time provided that these rates shall be based, in each case, on ordinary hours.

- (h) Shift work hours shall be worked between Monday to Friday inclusive provided that an ordinary night shift commencing before, and extending beyond midnight Friday, shall be regarded as a Friday shift.

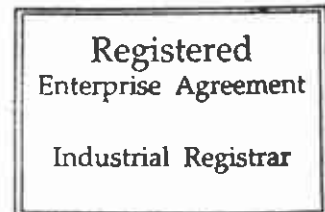
3.6 WEEKEND WORK

- (a) Overtime work on Saturday shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, provided that all overtime worked after 12 noon on Saturday shall be paid for at the rate of double time.
- (b) All time worked on Sunday shall be paid for at the rate of double time.
- (c) An employee required to work overtime on a Saturday or to work on a Sunday shall be afforded at least four (4) hours work at the appropriate rate.
- (d) An employee working overtime on a Saturday, or working on a Sunday, shall be allowed a crib time of twenty (20) minutes after four (4) hours work without loss of pay but this provision shall not prevent any arrangements being made for the taking of a thirty (30) minute meal period, the time in addition to the paid twenty (20) minutes being without pay.

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

CLAUSE 4.0 PAID TIME OFF

4.1 CONCEPT



In consideration of the specific circumstances of this project, including the estimated significant local employee component and the resultant decision to schedule the project on a 5 day week basis, the concept of Paid Time Off has been adopted in respect of all paid absence entitlements for weekly employees covered by this Agreement.

The system involves the calculation of the appropriate annual entitlement for authorised paid absences based on industry standards, ie: (the entitlement is calculated at 8 hours per day)

Annual Leave: 152 hours
Sick Leave: 80 hours
Public Holidays: 88 hours

This entitlement is calculated as if the employee was at work, ie. at the rate of 8 hours per day of paid absence. This entitlement is then accrued per-weekly pay period on a pro rata basis which forms the employee Paid Time Off (hereafter 'PTO') account.

Each time the employee takes leave the PTO account is reduced by the number of hours taken and the employee's weekly all purpose wage is maintained.

In addition to the PTO system described in Paragraph 4.3, Bereavement Leave, Carer's Leave and Jury Service are available to be taken, if required, in accordance with clauses 4.5, 4.7 and 4.8. These are excluded from the PTO calculations.

4.2 ACCURAL OF PAID TIME OFF

PTO shall accrue at the rate of 7.5 hours per week; there is no accrual for overtime. Accrual continues during periods of PTO or authorised unpaid time off. There is no accrual for any period of unauthorised absence.

This accrual is in consideration of annual leave, sick leave, public holidays and annual leave loading. It is calculated as follows:

Annual Leave:	152 hours
Public Holidays:	88 hours
Sick Leave:	<u>80 hours</u>
Total	320 hours
Public Holiday	44 hours
Penalties:	
Leave Loading (17.5%)	26.6 hours
	390.6/52
	= 7.5 hours per week.

4.3 UTILISATION OF PAID TIME OFF

Accrued PTO shall be utilised for any period of authorised paid absence. On each occasion of leave where PTO is to be used, the employee PTO account is reduced by the period of absence and the employee's weekly all purpose wage is maintained at the full amount.

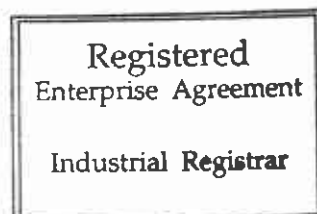
For full day absences, PTO is utilised at the rate of eight hours per day and the employee's weekly all purpose wage and SDO accrual is sustained at that level. An employee shall not be compelled to work on a Public Holiday.

By agreement between the employer and employee, PTO may be taken in advance, and the employee's PTO account becomes negative.

The following examples illustrate the intent of PTO utilisation:

1. Public Holidays for the Newcastle Area:

New Years Eve (4 hours)
New Years Day
Australia Day
Good Friday
Easter Monday
ANZAC Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day
Picnic Day – 1st Monday in December
Newcastle Show Day



(i) Public Holiday - Day Off Taken

The employee's ordinary all purpose weekly wage is maintained at the normal level and the employee's PTO account is reduced by 8 hours.

(ii) Public Holiday - Worked

The employee's ordinary all purpose weekly wage is maintained and the employee's PTO account is not affected. The effect of this is to pay the employee 8 hours for the work on the holiday while already having credited the employee's PTO account through the accrual process, ie. the 7.5 hours per cycle.

2. Annual Leave - Four Days Taken

The Employee's ordinary all purpose weekly wage is maintained at the normal level and the employee's PTO account is reduced by 32 hours.

3. Other Personal Necessity

PTO can be used for by agreement between the employer and employee, for other personal necessity. In these circumstances the employee's weekly project wage is maintained and the employee's PTO account is reduced by the period of leave.

4. Transfer of Schedule Day Off

By agreement between the employer and the employee, the scheduled day off may be transferred to cover public holidays where the employee's PTO account does not have enough credit to cover that public holiday.

Registered
Enterprise Agreement
Industrial Registrar

4.4 UNUSED PAID TIME OFF

When employment is terminated from this Project, the unused accrued PTO shall be paid to the employee as a termination payment at the rate set out in Clause 2.2 applicable at the time of termination.

Where employment is terminated from this Project and the employee's PTO account balance is negative, the employer may recover the cost from the employee's final pay.

4.5 BEREAVEMENT LEAVE

A weekly hired employee shall, on the death of a wife, husband, partner, father, mother, grandparent, brother, sister, child or step child, be entitled on notice to leave up to and including the day of the funeral of such relative. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

For the purpose of this Clause the word "wife", "husband" and "partner" shall include a person who lives with the employee as a defacto wife or husband.

4.6 PORTABLE LONG SERVICE LEAVE

Employees covered by this Agreement shall be entitled to long service leave under and subject to the provisions of the Building and Construction Industry Long Service Payments Act 1986 (As amended).

4.7 CARER'S LEAVE

A weekly employee can use accrued PTO for the purposes of Carer's Leave to provide care and support for members of the employees immediate family of household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave.

Nothing in this clause shall prevent an employee from requesting Leave as provided by the State Personal/Carer's leave Case of August 1996 which is set out in Appendix. 3.

4.8 JURY SERVICE

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the attendance for such jury service and the amount of wages which would have been received in respect of the ordinary hours which have been worked had the employee not been on jury service.

CLAUSE 5.0 EMPLOYMENT

5.1 CONTRACT OF EMPLOYMENT

- (a) The contract of employment for all employees other than casual employees shall be by the week. For other than casual employees, either party shall give one week's notice of termination of the employment engagement or one (1) week's pay shall be paid or forfeited in lieu thereof.
- (b) A tradesperson shall be allowed one hour prior to termination to gather, clean, sharpen, pack and transport his/her tools.
- (c) Provided that nothing in this clause shall affect the right of a contractor to dismiss an employee, without notice, for misconduct, refusing lawful duty or a breach of the code of conduct.
- (d) Nothing in this clause shall affect the right of a contractor to dismiss an employee for breaches of site rules, safety rules or regulations, subject always to appropriate investigation having been made, counselling extended, and the dispute settlement procedure being effectively processed.
- (e) Nothing in this clause shall affect the right of an employee to pursue a claim for unfair or unlawful termination through the relevant State or Federal industrial tribunal.
- (f) The contractor may deduct payment for any day upon which an employee cannot be usefully employed because of any strike by or participation in any strike by any member of a union employed by the contractor or because of any strike by or participation in any strike by any other union, organisation or association or by any branch thereof, or by any members thereof who are employed by the contractor or because of any stoppages of work (other than for site conditions within the allowance prescribed in Clause 6.7 hereof) by any cause, including breakdown of machinery or failure/lack of power, for which cause the contractor sub-contractor is not responsible.

5.2 CASUAL EMPLOYEES

A Casual employee is one employed as such on an hourly basis with a minimum payment of 4 hours. Casual employees will be paid a 20% casual loading in compensation for Paid Time Off and other benefits under this Agreement to which a Casual Employee has no entitlement. The casual employee is

entitled to pro-rata Redundancy payments and Superannuation in accordance with the Superannuation legislation.

5.3 LEADERSHIP RESPONSIBILITIES

The Parties to this Agreement consider leadership crucial to the achievement of the project goals. The Project will establish a leadership training module which will be undertaken by all personnel engaged on the Project in a leadership role. The responsibilities of all leaders, including leading hands are to strive to:

- Establish and maintain a safe and healthy work area and to ensure safe and healthy work practices are used at all times by all team members.
- As a matter of fundamental priority, to focus on 'people' issues within the team.
- Deal with each team member with fairness, equity and respect.
- Recognise the talents and capabilities of all members of the team and encourage excellence.
- Address any concerns raised by team members promptly, obtaining advice and assistance from functional support personnel if necessary.
- Ensure an environment is created where all personnel are able to work to the full extent of their capability subject only to regulatory requirements.
- Provide timely open and frequent information regularly on the status of the Project and contract to all team members.
- Engage in strong interactive communication processes.
- Identify opportunities for improved performance including counselling any team members whose behaviour is causing concern within the guidelines established in the Equitable Treatment System established in Clause 5.5.
- Establish and maintain continuous improvement and drive for excellence within the team.
- Personally comply with and ensure team compliance with Project work rules.
- Understand and apply the intent and provisions of this Agreement and to seek appropriate advice in respect of provisions not clearly understood. To provide leadership to the team in respect of the application of the Agreement.
- Participate in and comply with Project cultural and environmental awareness processes and comply with the letter and intent of the Project Agreement - Personal Code of Conduct.



5.4 EMPLOYEE RESPONSIBILITIES

The responsibilities of all employees are to strive to:

- Maintain a safe and healthy work area and to ensure safe and healthy work practices are used at all times. Take responsibility for personal safety and that of team mates.

- Deal with team mates and with team leaders with fairness, equity and respect.
- Work towards Project and team goals to the full extent of personal capability. Undertake any work task assigned subject only to meeting any applicable regulatory requirement.
- Raise any personal concerns or grievance directly with the team leader. Pursue the process of resolution of grievances in accordance with the guidelines established in the Disputes Procedure Clause 5.7.
- Engage in open honest communication with all team members.
- Accept counselling offered with the Equitable Treatment System (Clause 5.6) positively.
- Respond positively to opportunities to improve personal performance.
- Actively support continuous improvement in work methods and the drive for excellence within the team.
- Comply with Project work rules and accommodation rules.
- Seek and develop a clear understanding of the intent and provisions of this Agreement.
- Raise inappropriate leadership behaviour as set out in the Equitable Treatment System Clause 5.5 with more senior leaders within the team.
- Participate in and comply with Project cultural and environmental awareness processes and comply with the letter and intent of the Project Agreement - Personal Code of Conduct.

Registered
Enterprise Agreement

Industrial Registrar

5.4.1 CONTRACTOR RESPONSIBILITIES

The Contract Manager will require that all contracts with Contractors include the following Terms and Conditions:

- That all Sub-Contracts shall be in writing, and
- That this Agreement shall form part of the Conditions of Contract, and bind all Contractors and Sub-Contractors, and
- That Sub-Contractors will be required to meet all statutory, agreement and legal obligations for their Employees.
- That there shall be no "pyramid sub-contracting, all-in-payments, or cash-in-hand".

In the event that the above conditions are not being adhered to by a Contractor or Sub-Contractor, the Union concerned will notify the Project Construction Manager immediately who will conduct an investigation. If it is found to be correct, the non-adherence will be rectified immediately and all statutory entitlements shall be paid.

5.4.2 ON-SITE REGISTER

The Project Construction Manager shall instruct each Contractor to keep on Site, a register containing information on every Employee engaged by them. Each Contractor shall supply a copy to the Project Construction Manager and appropriate Union Official. The Register shall contain the following:

For Employees:

Prior to seeking employment on Site, Employees must provide and certify as correct to their Employer, the following information:

- Name and Address of the Employee.
- Classification and Certificate details.
- Union and Ticket Number (Where applicable)
- Superannuation Scheme Name and Employee Number
- Long Service Leave number.
- D.I.R.E ticket/permit number.
- Redundancy Trust Fund Name and Number.
- Declaration stemming from Clause 5.10 of this Agreement.
- Accident Cover Insurance Company Name and Number.

Failure to comply with this Clause may result in an Employees application for employment not being approved.

For Contractors and Sub-Contractors:

Prior to commencing work on Site, Contractors and Sub-Contractors must certify as correct the following information to the Contract Manager:

- Registered Business Name and Address of Business and ACN Number
- Workers Compensation Policy Number, Underwriter and Current Certificate
- Public Liability Policy Number, Underwriter and Currency Certificate
- Long Service Leave Employer Number.
- Superannuation Fund Name and Employer Number
- Redundancy Trust Name and Number Accident
- Accident Cover Insurance Company Name and Number
- Automobile Insurance Policy Number and current classification certificate



Failure to comply with this Clause will be deemed to be a breach of this Agreement and therefore a breach of Contract.

5.5 EFFECTIVENESS ENHANCEMENT

Continuous Improvement

The Parties to the Agreement are committed to the philosophy of continuous improvement and will provide leadership and support in respect of the establishment of a continuous improvement culture on the Project.

Leaders and employees will consult in respect of the identification and implementation of work process improvement opportunities and the organisation of the work.

Employers will establish performance expectation criteria with each employee and undertake a formal process to ensure regular feedback on personal effectiveness.

Training and development opportunities will be made available to employees including opportunities to participate in continuous improvement, personal development, skill enhancement, occupational health and safety.

5.6 EQUITABLE TREATMENT SYSTEM

In certain circumstances involving serious unacceptable behaviour, immediate termination of employment may be appropriate. Any dispute in respect of this process shall be dealt with in accordance with the Disputes Procedure Clause 5.7.

Where counselling occurs the Employer shall advise the employee of:

- The behaviour deemed to be unsatisfactory,
- The corrective action required to modify the behaviour,
- The consequence of continuing the unsatisfactory behaviour,
- What assistance the Employer will provide to assist the employee to meet the requisite performance,
- A review date to assess performance improvement progress. Review process will include previous warnings, review of current performance, and recognition of positive contributions.

The Equitable Treatment System is an interactive process to deal with any concern in respect of an employee's behaviour. Registered Enterprise Agreement

The term employee means team leader or team member. It shall operate as follows: Industrial Registrar

1. In the first instance, the team leader and team member will discuss the issue in an informal manner.
2. If the concern continues, the employee concerned shall receive formal counselling from the team leader. This shall be documented.
3. If the concern continues, a more senior manager of the employer shall counsel the employee concerned. This shall be documented.
4. If the concern continues, the employee concerned shall be formally warned of the behaviour required and of the impact of continuing with inappropriate behaviour. This shall be documented.
5. If the concern continues, employment may be terminated.

At levels 2 to 5 inclusive of the above, the employee may choose to have their elected union representative or a shop steward employed under the terms of this Agreement in attendance.

5.7 DISPUTES PROCEDURE

Any dispute arising on the Project shall be dealt with in the following manner:

- 1 The employee concerned shall raise the matter with the appropriate leader for resolution.
- 2 If not resolved, the employee will raise the matter with the next more senior manager of the employer for resolution.
- 3 If not resolved, the employer will involve Site Management in respect of the matter.
- 4 If not resolved, the matter may be referred to the appropriate Union Party to this Agreement who will discuss the matter with the employer.

- 5 If not resolved, the matter will be referred by the Union and Project Management to the Peak Council.
- 6 If still not resolved, the matter may be referred to the Industrial Relations Commission of New South Wales.

At levels 2 to 6 inclusive of the above, the employee may have their appointed union representative or a shop steward employed under the terms of this Agreement in attendance.

While the above process is being pursued, work shall continue as normal.

5.8 PERSONAL CODE OF CONDUCT

All personnel engaged on the project are required to adhere to the Personal Code of Conduct when in proximity of the Site or on the Site.

It is important employees follow all lawful instructions given by their Team Leader. Should any employee not be able to perform the assigned task for any reason whatsoever, it is their duty to inform their Team Leader immediately.

Refusal to comply with any lawful instruction may result in disciplinary action.

Each employee is accountable for:

- Complying with Project Environmental Safety and Health regulations, procedures and practices and for taking responsibility for personal safety and that of team mates;
- Abiding by site work rules and accommodation rules (if applicable) as specified and as amended from time to time;
- Participating in and abiding by project cultural and environmental processes;
- Their personal fitness for work.

Should an employee believe they have been treated unfairly in the application of the Personal Code of Conduct the matter will be processed in accordance with the Disputes Procedure in Clause 5.7.

General Conduct

Site Access / Security

Access gate and route onto the job site will be identified with employees prior to them commencing work on site. No other route is to be used. Employees will require a PWCS Stage 3 Expansion Project Identification Badge to gain entry to the job site. Employees are not permitted to use any other person's badge or allow others to use their Identification Badge.

All vehicles and carry-in bags taken on the job site may be subject to search. All materials or property (other than the employees' personal property) being removed from site requires an approved Security Exit Gate Pass.

<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
--

Visitors are not permitted onto the job site until they have been approved through the Site Visitor's Procedure, have attended the Project Orientation Program, are following the site Security Procedures and are accompanied at all times.

Transport

New South Wales road rules apply on all roads unless overridden by specific rules such as the speed limits defined on posted signs. All on site speed limits will be obeyed.

Cameras / Video Cameras

Cameras / video cameras and the taking of photographs / videos are not permitted on the job site without the prior approval of the Project Construction Manager or his designee.

Children

No children under the age of 16 years are to be brought on the job site. Exceptions to this rule may be approved after consultation between the Project Manager and PWCS Management.

Animals

No animals are to be brought on to the job site. Exception will be made for visitors who require the use of a registered guide dog. Any such person would need to be accompanied (whilst on the job site) at all times by an inducted employee.

Gambling

Gambling on the job site is not permitted. Lotteries or raffles are not permitted other than those which are approved by Bechtel.

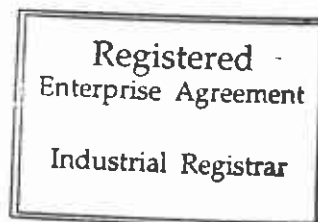
Selling

The selling of merchandise or services on the job site is not permitted.

Serious Misconduct

The following forms of serious misconduct include but are not limited to behaviours that are absolutely unacceptable. These behaviours will not be tolerated and will lead to severe disciplinary action that may include dismissal.

- Continual and / or severe breaches of project safety rules and/or regulations.
- Smoking in any designated No Smoking area.
- No alcohol and /or drugs allowed on the job site, Project and PWCS car parks and PWCS property
- Reporting to work while under the influence of alcohol and / or drugs
- Any drunken / drugged behaviour
- Possession of, or use of, illegal drugs / substances
- Illicit trade of alcoholic beverages and / or drugs
- Offensive, intimidating or violent behaviour in any form regardless of how or why it was initiated.
- Interfering with a fellow employee
- Any act of vandalism
- Unauthorised possession of company or another employee's property.
- Practical jokes or acts of horseplay.



- Trespass without permits on any restricted access areas.
- Discrimination or Harassment of any form, including that relating to race, colour, religion, sex, age, national origin, ancestry, handicap or military status.
- Possession and / or use of firearms or any other weapons - This covers all areas at the job site.

5.9 ANTI-DISCRIMINATION

- (1) It is the intention of the parties bound by this award to seek to achieve the object in section 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 and age.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfillment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (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.
- (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 junior rates of pays to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 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.
- (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.

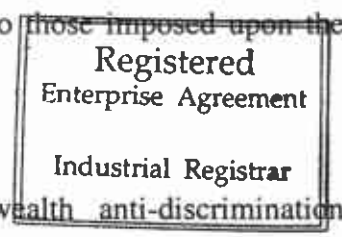
NOTES:

- (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 that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

5.9.1 SEXUAL HARASSMENT

Bechtel is committed to an environment which is free of sexual harassment and to act on any complaints of sexual harassment. In particular attitudes and behaviour to female employees engaged on site by other companies is deemed to be of equal importance. Bechtel will include a Sexual Harassment Policy in the Project Orientation.



Any complaints which arise shall be referred to the appropriate officer employed by the company to deal with such matters. Further, the secretary of the appropriate union or nominee shall be informed of any complaint being investigated.

Registered
Enterprise Agreement
Industrial Registrar

5.10 NON LOCAL PERSONNEL

Mobilisation and Demobilisation

A nucleus employee of a contractor specifically relocated to the project shall be provided with transport or reimbursed transport costs and reimbursed for incidental costs for mobilisation and demobilisation. Travel time shall be considered work time.

• Entitlement

- (i) The employer shall provide a distant worker with reasonable board and lodging at no cost to the employee, when employed on a construction site at such distance from his/her usual place of residence that he/she cannot reasonably return each night.

• Procedure

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

• Disputes

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

• Definition

- (i) "Distant Worker" means an employee who has provided satisfactory evidence that, due to engagement on the site he/she is unable to reasonably return home each night or as otherwise defined in the relevant award.
- (ii) "Usual Place of Residence"
 - (a) The employer shall obtain, and the applicant for employment shall provide a statement (in writing) of residence at the time of engagement, provided that documentary evidence of the applicant's usual place of residence, such as motor vehicle drivers licence may be provided and accepted in lieu of the statement in writing.

- (b) The employee's usual place of residence and not the place of employment shall determine the applicability of this clause.
- (c) An employee shall notify the employer in writing of any subsequent change to his/her usual place of residence. No subsequent change to an employee's usual place of residence shall entitle an employee to provisions of this clause, unless the employer agrees.
- (iv) "Reasonable board and lodging" means lodging in a well kept establishment with three (3) adequate meals per day, adequate furnishing, good lighting and heating, hot and cold running water, in multi-bedroom accommodation if a single room is unavailable.

CLAUSE 6.0 OTHER PROVISIONS

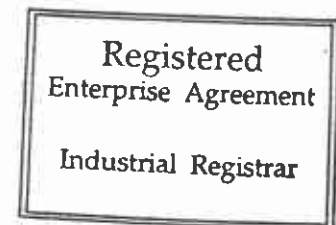
6.1 ACCIDENT COVER

In addition to the benefits afforded to employees under Clause 2.8, Workers Compensation, contractors and subcontractors, shall contribute for each employee engaged on the project into a union approved scheme, to provide 24 hour accident protection seven (7) days per week.

6.2 AMENITIES

Amenities as prescribed in the relevant award and/or legislation and Workcover codes are to be provided and will contain the following:

- All lunch sheds shall contain reverse cycle air-conditioning.
- Refrigerators shall be provided in crib sheds.
- Outside/inside hand washing.
- Hot and cold water in toilet blocks.
- Change room and showers.



6.3 RIGHT OF ENTRY

Accredited Officials of the Unions party to this Agreement have the right to enter the Project site during working hours. Officials will comply with the site access and orientation requirements and site rules. Officials are required to provide, wherever practicable, 24 hours notice of the intended visit and the name of the organisation to be visited.

Entry To And Movement Within The Construction Site

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

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

A union official who wishes to visit a contractor on the construction site is to notify his/her intention to Bechtel's representative at the time of entering the site. The contractor's manager or his/her representative will then arrange for the official to be issued with a Visitors Pass and be accompanied onto the job site.

Union officials visiting the site will be permitted to park their cars in a designated visitor car parking area adjacent to the site entrance. If necessary, and upon request, transportation to various contractors' locations will be arranged by Bechtel's representative.

Before entering a work place a union official is to report to the representative of the contractor/sub-contractor within the construction area.

A union official is required while in the construction area to observe all safety rules and established Project policy, which includes, as a minimum, the wearing of hard hats, adequate foot protection, safety glasses and appropriate clothing.

Subject to job requirements, and authority being given by an authorised representative of a contractor a union official may converse with his/her shop steward during the course of his/her visit.

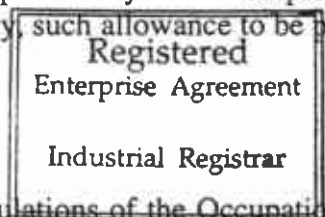
A union official shall not hamper or hinder other employees during his/her visit.

Any contractor's representative on site shall not unreasonably withhold permission for a union official to meet with the official's representative/members on the site.

Within the parameters established at law, the parties undertake to encourage all employees covered by this Agreement to become and remain financial members of the relevant union party to this Agreement.

6.4 FIRST AID ALLOWANCE

An employee who holds an appropriate First Aid Certificate and who is appointed by his/her employer as a first aid attendant shall be paid an additional allowance of \$1.74 per day, such allowance to be paid for all purposes of this Agreement.



6.5 FIRST AID CENTRE

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

Contractors shall provide first aid boxes in accordance with the Occupational Health and Safety Act.

Contractors shall make provision in accordance with the Occupational Health and Safety Act (First Aid Regulation) for the provision of personnel in administering this obligation under the said Act.

6.6 PROJECT ORIENTATION

All employees shall, before entering the site area or commencing work on the site, attend and successfully complete a Project Orientation which will include information on safety rules and regulations, site rules and this Agreement.

Bechtel will conduct the program at a central location on behalf of the contractors. Bechtel reserves the right to alter the duration of the program and to conduct further induction and/or refresher programs.

Each employee shall receive a Site Safety Booklet and a copy of this Agreement and shall sign an acknowledgment of receiving it.

After successful completion of the Project Orientation, each employee shall be issued with a Project Identity Pass that will allow entry to and exit from the site.

The pass will bear a photograph of the employee together with other pertinent information including a badge number, the name of the employee and the name of the employer.

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

6.7 SITE CONDITIONS

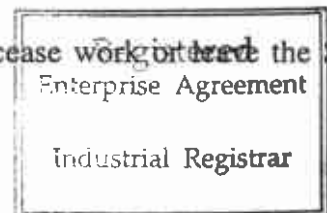
The inclement weather provisions of the National Building and Construction Industry Award shall apply in respect of all employees engaged under the provisions of this Agreement.

Where employees are experiencing unfavourable site conditions they can approach their Site Management, who shall consult with the employees and inspect work areas.

Site Management shall consult with the Site Construction Manager to ensure that the provisions and intent of this clause are being applied in a consistent manner to the project in total.

The Site Management will then decide whether the employees should or should not cease work and return to their site amenity huts or relocate to unaffected areas.

No Site Management shall have the right to instruct their employees to ~~cease work or leave the Site~~ without the permission of the Site Construction Manager.



6.8 JOINT MONTHLY MEETINGS

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

6.9 MEETINGS OF EMPLOYEES

(a) Subject to sub-clause (b) of this clause, one (1) hour per month shall be allowed for employees, between 11.00am and 12.00noon or at a time to be agreed upon between the parties, to discuss union affairs. Once established, no alteration is to be made to the scheduled date and time for such meeting unless Bechtel and/or the Peak Union Councils request a change on behalf of all unions.

(b) Any time lost during ordinary working hours by attendance at unauthorised meetings shall not be paid.

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

6.10 PROTECTIVE CLOTHING & FOOTWEAR

6.10.1 Project Issue

Upon commencement on the project, employees will be issued with the following protective clothing, equipment and footwear.

- One pair of approved safety footwear.
- For employees who are assigned to the project for more than one month, three pairs of standard issue long pants and three standard-issue long sleeved shirts.
- One hard hat (with substantial add-on shade 'brim') designating the employee's employer and name.
- One pair of approved safety glasses (either tinted or non-tinted - employee choice). Employees with prescription glasses will be issued with monogoggles or have their prescription safety glasses face-hardened (employee choice).
- Each employee on commencement of employment on site shall be eligible to be issued with one "bluey" type warm jacket which will be issued between 1 May and 1 September.

It is a condition of issue and of employment that the issued equipment shall be worn whilst on site. Replacement of issued equipment that is lost by the employee is the responsibility of the employee.

An employee who resigns within three months of receiving the issue may have the pro-rata cost withheld from their final pay.

Hard hats, safety glasses and safety footwear must be worn at all times other than whilst in offices and crib sheds.

Replacement of any articles shall be on the basis of fair wear and tear provided the worn out item is produced for replacement. An employee who loses parts of the issue will be required to purchase necessary replacements.

Where an employee transfers

- to the project with the same employer, or
- between project employers through the Contractors Recruitment Centre;

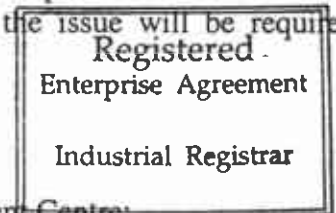
and has already received an issue of approved protective safety footwear, will only be eligible for any re-issue on the basis of fair wear and tear provided the worn out item is produced for replacement.

Employees who receive their issue of protective safety footwear as part of their employer's policy will not be entitled to additional issues under this clause.

6.10.2 Employer Issue

The employer shall issue, on a loan basis, all safety equipment and protective clothing necessary for specific work tasks. Requisite safety equipment shall be worn.

The employer shall make available sun screen (SPF 30+) and mosquito repellent for personnel engaged in outside work.



6.11 CONSUMABLES

The employer shall provide an adequate supply of tea, coffee, sugar and milk in the crib facilities.

6.12 SHOP STEWARD

An employee elected as a shop steward shall upon notification by the union to the employer be recognised as the accredited representative of the union to which he/she belongs and he/she shall be allowed reasonable time during working hours to submit to the employer matters affecting the employees he/she represents and shall be allowed reasonable time during working hours to attend to job matters affecting his/her union.

6.13 SHOP STEWARDS MEETING

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

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

6.14 APPRENTICES

All apprentices engaged on the PWCS Stage 3 Expansion Project will be covered by the terms, conditions and obligations of this Agreement.

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

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

Registered Enterprise Agreement Industrial Registrar
--

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

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

All contractors and their sub-contractors will, when engaging labour, give preference to apprentices from a union approved community based Apprenticeship Scheme.

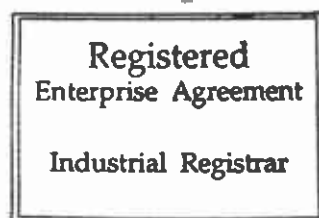
In relation to apprentices, existing industry practices shall prevail, including payment for time spent in training.

6.15 WORK RULES

All persons on site will be required to conform to the provisions outlined in this Agreement and the Site Safety Practices as outlined in the Site Safety Booklet and all relevant site safety statutes applicable in New South Wales. Occupational Health & Safety Regulations shall be strictly observed on site.

6.16 FITNESS FOR DUTY

All employees engaged on the project will be subject to the terms of the Fitness for Duty Procedure detailed in Appendix 2 of this Agreement.



APPENDIX 1 – DEFINITIONS AND INTERPRETATIONS

In this Agreement except where the context otherwise requires:-

- (a) "Contractor" means any contractor or subcontractor engaged on the site.
- (b) "PWCS" means Port Waratah Coal Services Pty. Ltd.
- (c) "Bechtel" means Bechtel Australia Pty. Ltd., the Project Manager, or its representatives.
- (d) "Unions" and/or "Affiliated Unions" means unions affiliated with The Labor Council of New South Wales and/or The Newcastle Trades Hall Council.
- (e) "Peak Union Councils" means The Labor Council of New South Wales and The Newcastle Trades Hall Council.
- (f) "AiG" means Australian Industry Group, New South Wales Branch.
- (h) "Employer" means any contractor or subcontractor engaged on the site.
- (i) "Employee" means an employee of a contractor or subcontractor, including a supplementary labour hire employee, engaged on site and is in receipt of the rates of pay and conditions of this Agreement.
- (j) Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number.
- (k) Words importing the masculine gender only shall include the feminine and neuter genders
- (l) Words importing persons shall include bodies corporate and trusts and words importing bodies corporate shall include natural persons.
- (m) References to any statutory/award enactment shall include the same as amended and modified and any enactment repealing or replacing the same, from time to time.



Definitions

- (i) "Electrical instrument fitter" means a tradesperson, not necessarily an electrical fitter, who is required to design, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or recording appliances and/or scientific instruments, electrical instruments.
- (ii) "Electronics Tradesperson" means an electrical tradesperson who is engaged in applying his/her knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems using integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out his/her tasks.

To be classified as an electronics tradesperson, a tradesperson must have at least three (3) years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in

addition must have satisfactorily completed a post trades course in electronics equivalent to at least two (2) years' part time study.

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

- (a) maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
 - (b) working under minimum supervision and technical guidance;
 - (c) providing technical guidance within the scope of the work described in this definition;
 - (d) preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.
- (iii) "Mechanical Tradesperson - Special Class" means a mechanical tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles and who, in the course of such work, is required to read and understand hydraulic and/or pneumatic circuitry which controls fluid power systems.

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

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

For the purpose of this definition:

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

Course	Syllabus Number
Victoria	
Industrial Hydraulics	AJ02A
Industrial Pneumatics	AJ03A
Fluid Power Technology	AJ04A
South Australia	
Hydraulic -	
Pneumatics -	
Fluid Power -	
Tasmania	
Industrial Pneumatics	85-461
Industrial Hydraulics	85-450
Queensland	
Service course in Fluid Power	CN859
New South Wales	
Industrial Hydraulics	5721
Industrial Pneumatics	5268



Special Class Welding

Welding to the satisfaction of the Division of Workplace Health and Safety to the requirements of any of the following; AS 1796 Certificate 1-9 and who is engaged on work requiring such qualification.

Tested Welding

Welding to the standard of the qualification lists specified by the manufacturer of the relevant machinery, such tests generally being in accordance with the standards, nominated by such manufacturer, and who is engaged on work requiring such qualification.

Electrical Special Class

Electrical Special Class shall mean an employee holding an electrical licence, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.



For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the employee by virtue of their:-

- (a) having had not less than two years on-the-job experience as a tradesperson working mainly in such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable; and
- b) having, by virtue of either the satisfactory completion of a prescribed post-trade course in industrial electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience referred to in provision (a) hereof, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the employee to examine, diagnose and modify systems comprising inter-connected circuits.

For the purpose of this definition the following courses are deemed to be prescribed post-trade courses in industrial electronics -

- (i) Industrial Electronics (Course "C") of the Department of Education, Queensland;
- (ii) Post Trade Industrial Electronics Course of the NSW Department of Technical Education;
- (iii) The Industrial Electronics Course (Grades 1&2) as approved by the Education Department of Victoria;
- (iv) The Industrial Electronics Course of the South Australian School of Electrical Technology;
- (v) The Industrial Electronics Course of the Technical Education Department of Tasmania;
- (vi) The Certificate in Industrial Electronics of the Technical Education Division of the Western Australian Educational Department.

Instruments - Complex Systems

Employee who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified at this level an employee will have:-

- (a) had a minimum of two years on the job experience working predominant on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and
- (b) satisfactorily completed an appropriate post trade course equivalent to at least two years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a) above.



Instrumentation and Controls

Employee working mainly at a level defined as Instruments Complex Systems and who is mainly engaged in applying skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the employee is required to perform tasks. To be classified at this level a employee must have at least three years relevant on the job experience - 12 months of which must be at the level of "Instruments - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least two years part time study.

In addition, to be classified at this level, a employee must be required as part of their duties to:-

- (a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment;
- (b) Work under minimum supervision and technical guidance;
- (c) Provide technical guidance to other employees or to management within the scope of the work described in this definition; and/or;
- (d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

Instruments

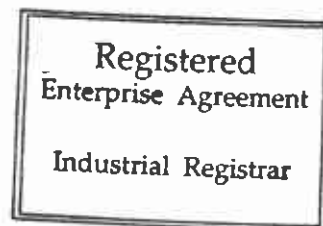
Involves installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the Electricity Act 1976-1990 or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An employee at this level will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by the Employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent of by at least 12 months on the job experience performing instrument work.

Electrical Certificate

Is an Electrical Mechanics Certificate issued by the Electrical Workers' and Contractors' Board, or its equivalent, as a result of additional responsibilities by an employee for testing and connecting their own work.

The additional skills payment shall not apply in whole or in part to any person, until that person completes an apprenticeship or other equivalent training course.



PWCS STAGE 3 EXPANSION PROJECT

BECHTEL AUSTRALIA PTY LIMITED

PROJECT ES&H PROCEDURE

FITNESS FOR DUTY

Incorporating the
Alcohol & Drug Awareness Program
 &
Testing Procedure




0	14/10/99	For Implementation				
A	16/9/99	Draft – internal review	RGT			
REV	DATE	DESCRIPTION	By	Project ES&H Manager	Oceania ES&H Manager	Project Manager
			JOB		PROCEDURE NO.	
			24284		GPP-GHX-00010	

TABLE OF CONTENTS

1.	PURPOSE	3
2.	SCOPE	3
3.	TRAINING	3
4.	ALCOHOL & DRUG TESTING	4
•	Suspicion of Being Under the Influence of alcohol or drugs	4
•	Random and Systematic Testing	4
•	Testing Following an Accident	5
•	Voluntary Testing	5
5.	POSITIVE TESTS	5
6.	GENERAL CONDITIONS	6



PURPOSE

The objective of this procedure is to implement a fair, pro-active Alcohol & Drug Testing Program that will contribute to the safety and health of all people working on the PWCS Stage 3 Expansion Project.

Bechtel Australia, together with PWCS, is committed to safety as the number one priority of this Project. Bechtel's Zero Injury philosophy has been implemented on this project as part of the Project Safety & Health Plan. One of the major project goals is to carry out the expansion construction of this operating plant in such a manner that no one gets hurt.

It is the intention to create an environment where people recognise the health and safety risks of misusing alcohol and drugs and thus provides an opportunity for people to obtain assistance to avoid such misuse.

SCOPE

This procedure details the conditions and methods for testing of persons for alcohol and/or drugs on the project site. It details the four circumstance under which persons may be tested. It describes the processes that are adopted following any positive test. It outlines the normal course of events for the person who has tested positive to a drug.

Employees, visitors and other people are prohibited from using, possessing, distributing, dispensing, manufacturing, being under the influence, and misusing alcohol and/or drugs, chemicals or controlled substances while on the project site or while performing project business.

Such use, involvement or misuse is prohibited at any time to the extent it violates the law and/or negatively affects Bechtel's business and reputation by undermining public and/or client confidence in the ability to provide a safe workplace for all site people.

Such use also breaches the project Personal Code of Conduct contained in Clause 5.8 of the Project Industrial Agreement.

TRAINING

The Alcohol & Drug Awareness Program has been formulated to educate people involved in the project about the impact and effect on themselves, and others, of alcohol and drugs.

Some expected outcomes of this program are;

- people will gain an understanding and recognition of the potential impact of alcohol and/or drug misuse to themselves
- people will gain an appreciation of the potential impact of the consumption of alcohol; and drugs could have in the workplace; and on the safety of workmates;
- people will gain an understanding of the issues related to managing consumption and dealing with a problem.

The Alcohol & Drug Awareness Program is designed to eliminate risks to our health and safety. It provides guidance for consumption of alcohol and details the effects of consumption of other drugs. The program has valuable information for everyone on this project.

The program is an intrinsic component of the Bechtel Project Orientation.

Part of the overall program will include a fair and controlled system of breathalyser testing for detection of alcohol and urine sampling for detection of illicit drugs.

It is intended that this program will function smoothly and further compliment the site safety program. Fairness and dignity will be an absolute priority.

ALCOHOL and/or DRUG TESTING

Consistent with Bechtel's Zero Injury Philosophy and their obligation to provide a safe workplace for all project people, this procedure will be used with respect to the prevention of impairment as a result of the use of alcohol and/or drugs.

Testing will take place under the following circumstances;

- **Suspicion of Being Under the Influence of alcohol or drugs**

If a person is suspected to be under the influence of alcohol and/or drugs, the person should not be allowed to commence or continue work, and should be directed or escorted to the First Aid Centre.

Bechtel Safety is to be immediately notified.

The person should be advised he/she is thought to be under the influence of alcohol and/or drugs. In cases where alcohol is the suspected substance, he/she will be given the opportunity of using the Bechtel Safety Group's breathalyser and where drugs are the suspected substance, he/she will be given the opportunity to provide a urine sample. All results of such tests will be recorded.

The person participating in the test should be invited to have a support person of his/her choice present during these proceedings and during any discussions.

- **Random and Systematic Testing**

Random Testing

Teams will be selected at any time to undergo passive **start of shift** testing for alcohol and/or random testing for drugs. Such teams will be selected by area or contract activity; ie the wharf area, bulk earthworks team, Bechtel administration office etc.

The decision to random test and the chosen regularity will be made by the Bechtel Construction Manager based on advice provided by the Bechtel Safety & Health group. The actual day, time and target group will be selected by ES&H using a suitable computer based fair random selection system.

Systematic Testing

All people working on the project site will undergo alcohol & drug testing on at least two (2) occasions each year.

Alcohol and/or drug testing will be carried out in company time.



- **Testing Following an Accident – “Test For Cause”**

Following any accident the Bechtel Construction Manager may require alcohol and/or drug testing of those individuals directly involved in the accident.

- **Voluntary Testing**

A person may request to undertake an alcohol and/or drug test prior to commencing work.

POSITIVE TESTS

An acceptable level of alcohol indicated by the breathalyser is less than 0.02.

Illegal drugs:



(a) Use, or under the influence

An employee will be considered to be using, and/or under the influence of illegal drugs, if he or she receives a confirmed positive test for the substances identified in this procedure at the designated cut-off levels.

(b) Designated Substances and Cut-off Levels for Drug Screening. All urine samples will be screened for the following drugs of abuse:

Drugs to be Tested	Initial Cut-off Level (ng/ml)	Confirmation Cut-off Level (ng/ml)
Cannabinoids: (THC Marijuana)	50	15
Benzolecgonine (Cocaine)	300	150
Amphetamines	1,000	500
Opiates	300	300
Phencyclidine (PCP)	25	25

These substances and cut-off levels are identical to those established by the Department of Health and Human Services’ (“HHS”) Mandatory Guidelines for Federal Workplace Drug Testing Programs, which are subject to change by the Department of Health and Human Services. Any modification in the HHS National Institute on Drug Abuse (“NIDA”) panel of drugs or cut-off levels, or subsequent “Standards of Australia for Drugs of Abuse in Urine”, will automatically result in an identical change to this procedure.

First Positive Test

Should a breathalyser test indicate 0.02 Blood Alcohol Concentration (BAC) or more or should the person test positive to drugs the person should be provided with transport home and be paid for work up to the time of the breathalyser or drug test.

On returning to work on a following day the person will be advised of the impact of the situation and that counselling is available. This person will be cautioned about the consequences in the case of any repeat episode. He/she will be advised of the availability of professional counselling. The results of the advice should be provided in writing to the person and recorded in the person's file.

He/she will be informed that they may be individually tested once, on a random date in the near future. The employer will be present at these discussions together with any support person of the person's choosing.

Second Positive Test

A person who registers 0.02 BAC or more or tests positive to illegal drugs, a second time within a 12 month period shall be required to undertake professional counselling. If the requirement of counselling is refused then the person's circumstances will be dealt with in under the Equitable Treatment System contained in Clause 5.6 of the Project Industrial Agreement.

The employer will be informed of all developments in writing. The normal expectation will be that site access will be revoked.

Third Test

A person who registers 0.02% BAC or more or tests positive to illegal drugs, a third time within a 12 month period he/she shall be encouraged to receive further professional counselling. In the interests of the person's own safety and the safety of other employees on the project, site access will be automatically revoked.

Registered
Enterprise Agreement
Industrial Registrar

GENERAL CONDITIONS

Random and systematic testing will normally be undertaken by the Bechtel Safety & Health group or other persons appointed by Bechtel ES&H. Those carrying out the random and systematic testing will be tested prior to testing other people.

Where a person is directed by the Bechtel Construction Manager to carry out random testing the whole randomly chosen team will be tested.

All persons administering a test must be trained in its application. Bechtel ES&H will facilitate this training.

The breathalyser must be maintained and calibrated in accordance with approved standards.

All alcohol and drug testing will be carried out in paid work time.

Should a person refuse the test, the person should be counselled that refusal supports the suspicion of the person being under the influence of alcohol or drugs and should refusal persist site access will be denied. The person's employer will be advised of the circumstances.

People should be advised that if they disagree with the Safety Group's breathalyser or drug test results they should immediately consult a doctor and have a blood analysis undertaken. If a blood test is certified as occurring within two (2) hours of the test and it indicates that the person did not have a blood alcohol level of 0.02 or greater or above the prescribed limits of a drug in their systems, when originally tested, the person will be paid wages for the day and no positive test will be recorded.

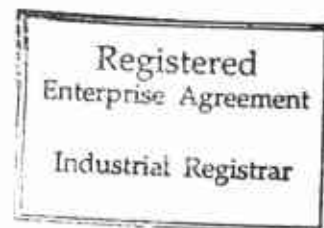
A person who volunteers to undertake a test prior to commencing work and who would normally have commenced work without undertaking such a test, and who registers 0.02% BAC or greater or tests positive to drugs, will be stood down without pay for the duration of the shift and provided with transport home.

There will be no further discipline but this will be recorded as a First Test. The person will be informed of this record.

In the case of alcohol, where a person tests positive to alcohol in their system but tests under .02% BAC the following process will take place. Under these circumstances the person's BAC may be decreasing or it may be increasing if that person has been drinking during the previous hour. In the interests of safety he/she will be directed not to commence any physical work or drive a vehicle. The person will be re-tested 30 minutes after the original test. If the test is negative the person may return to work. There will be no counselling and there will be no recording of the event. But if the later test indicates a BAC of .02% or greater the normal procedure for Positive Testing will followed.

Where a person tests positive to alcohol or drugs and requires professional counselling that person's employer will be accountable for all costs involved.

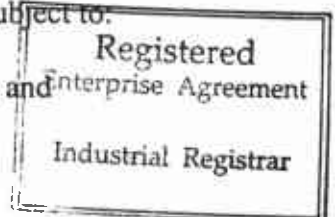
Bechtel ES&H will act as facilitators to assist both the individual and the contractor and to ensure the most beneficial services are provided to the person concerned.



APPENDIX 3 – CARER'S LEAVE

1. USE OF SICK LEAVE

- (A) An Employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in sub-paragraph (ii) of paragraph (c), who needs the Employee's care and support, shall be entitled to use, in accordance with this Sub-Clause, any current or accrued sick leave entitlement, provided for in Paid Time Off Clause 4.0, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
- (B) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, and Employee must not take Carer's Leave under this Sub-Clause where another person has taken leave to care for the same person.
- (C) The entitlement to use sick leave in accordance with this Sub-Clause is subject to:
- (i) the Employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
- (a) a spouse of the Employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
 - (d) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis;
 - (e) a relative of the Employee who is a member of the same household, where for the purpose of this sub-paragraph:
 1. "relative" means a person related by blood, marriage of affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (D) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. It is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.



2. UNPAID LEAVE FOR FAMILY PURPOSE

- (A) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in Subparagraph (ii) (c) of Sub-Clause 1 who is ill.

3. ANNUAL LEAVE

- (A) An Employee may elect with the consent of the Employer, subject to the ANNUAL HOLIDAYS ACT 1944, to take annual leave not exceeding five (5) days in single day periods of part thereof, in any calendar year at a time or times agreed by the Parties.
- (B) Access to Annual Leave, as prescribed in Paragraph (A) of this Sun-Clause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (C) An Employee and Employer may agree to defer payment of the Annual Leave loading in respect of single day absences, until at least five (5) consecutive Annual Leave days are taken.

4. TIME-OFF IN LIEU OF PAYMENT FOR OVERTIME

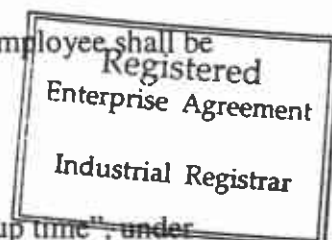
- (A) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (B) Overtime taken as time-off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (C) If, having elected to take time as Leave in accordance with paragraph (A) of this Sub-Clause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (D) Where no election is made in accordance with the said Paragraph (A), the Employee shall be paid overtime rates in accordance with the Agreement.

5. MAKE-UP TIME

- (A) An Employee may elect, with the consent of the Employer, to work "make-up time", under which the Employee takes time-off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
- (B) An Employee on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the Employee takes time-off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

6. SCHEDULED DAYS OFF

- (A) An Employee may elect, with the consent of the Employer, to take a scheduled day off at any time.
- (B) An Employee may elect, with the consent of the Employer, to take scheduled days off in part day amounts.
- (C) An Employee may elect, with the consent of the Employer, to accrue some or all scheduled days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.
- (D) This Sub-Clause is subject to the Employer informing each Union which is both party to the Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of SDO flexibility, and providing a reasonable opportunity for the Union(s) to participate in negotiations.



SIGNED AND COMMITTED FOR ON BEHALF OF THE:

AUSTRALIAN INDUSTRY GROUP - NEW SOUTH WALES BRANCH

John Stanton John Stanton

Printed Name Paul King Signature Paul King

Witness Date 27. 10. 99

LABOUR COUNCIL OF NEW SOUTH WALES AND ITS AFFILIATED UNIONS

E RAZBORSEK [Signature]

Printed Name John Stanton Signature John Stanton

Witness Date 27-10-99

NEWCASTLE TRADES HALL COUNCIL AND ITS AFFILIATED UNIONS

Dev Barrack [Signature]

Printed Name E RAZBORSEK Signature [Signature]

Witness Date 27-10-99



BECHTEL AUSTRALIA PTY LTD

D. A. Cameron D. A. Cameron

Printed Name Murray Allen Signature Murray Allen

Witness Date 26. 10. 99

AUSTRALIAN WORKERS UNION (AWU)

Kevin Maher [Signature]

Printed Name Scott Wyatt Signature Scott Wyatt

Witness Date 26-10-99

AUSTRALIAN MANUFACTURING WORKERS UNION (AMWU)

BRIAN BEER *Brian Beer*

Printed Name *Quay Allen* Signature *4/11/99*

Witness Date

ELECTRICAL TRADES UNION OF AUSTRALIA, NSW BRANCH

MICK DOUST. *[Signature]*

Printed Name *Quay Allen* Signature *4/11/99*

Witness Date

NSW PLUMBERS AND GASFITTERS EMPLOYEES UNION

S M'CARNEY *[Signature]*

Printed Name *Quay Allen* Signature *2/11/99*

Witness Date

CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION

ANDREW FERGUSON *Andrew Ferguson*

Printed Name *Quay Allen* Signature *5/11/99*

Witness Date



THE TRANSPORT WORKERS OF AUSTRALIA (TWU)

N Sheldon *[Signature]*

Printed Name *R.E. Galvin J.P.* Signature *R.E. Galvin J.P.*

Witness *Proprietor Elaine Galvin* Date *29-10-99*
vice of The Peace