

ENTERPRISE AGREEMENT

NO: E.A. 66 /1993

DATE REGISTERED: 7 May 1993

PRICE: \$ 76.00

**FLUOR DANIEL AUSTRALIA LIMITED**

---



**ANM CONSTRUCTION SITE  
(RCF PLANT {STAGE 1} AND  
PM1 REBUILD PROJECTS)**

**ALBURY**

**STATE INDUSTRIAL AGREEMENT**

***THE SAFE SITE***

---



---

**FLUOR DANIEL AUSTRALIA LIMITED**

---

**"WELCOME TO THE ANM CONSTRUCTION SITE"**

This Site Agreement is the result of extensive negotiations between the Trade Unions affiliated with the Labor Council of NSW and Fluor Daniel Australia Limited.

During the negotiations, it was agreed that for a Project such as this to be completed successfully, all parties must give a positive commitment. This commitment requires effective and harmonious employee/employer relationships based on trust, dedication, quality of work, and stability.

Please read this Agreement in conjunction with the Project Safety Handbook.

We look forward to a successful partnership on this project.



**ANM CONSTRUCTION SITE**

**(RCF PLANT {STAGE 1} AND PM1 REBUILD PROJECTS)**

**EMPLOYEE:**

**NAME:** .....  
(BLOCK LETTERS)

**CLASSIFICATION:** .....

I hereby acknowledge that I have received a copy of the Industrial Agreement.

**SIGNATURE:** .....

**DATE OF ISSUE:** .....

**EMPLOYER:**

**NAME:** .....

I acknowledge further that I have read and understand the contents thereof.

**SIGNATURE:** .....

**DATE:** .....

This page is to be detached and kept by Fluor Daniel Australia Limited to verify that the person named has attended a Site Safety and Industrial Agreement Induction Lecture.

**THE SAFE SITE**



Enterprise Agreement made ..... between the Australian Workers Union and the Electrical Trades Union (and the Labor Council of NSW acting on behalf of these unions), being signatories hereto of the one part and Fluor Daniel Australia Limited on the other part with respect to construction work carried out on the ANM Construction Site (RCF Plant (Stage 1) and PM1 Rebuild Projects) and other work which is carried out on the existing operations site which is directly associated with such construction which shall include shutdowns.

The parties have mutually agreed that wages and conditions of workers engaged on construction work on the project as specified above shall be set out herein and this shall be embodied in this Industrial Agreement.

### ARRANGEMENT

CLAUSE 1	PRELIMINARY	PAGE
1.1	Application and Scope of Agreement	4
1.2	Duration of Agreement	4
1.3	Agreement not to be used as Precedent	5
CLAUSE 2	TERMS AND CONDITIONS OF EMPLOYMENT	
2.1	Contract of Employment	5
2.2	Settlement of Industrial Disputes	5
2.3	Mixed Functions	7
2.4	Inclement Weather	7
2.5	Alternate Work	8
2.6	Redundancy	8
CLAUSE 3	DEFINITIONS, WAGES, ALLOWANCES	
3.1	Definitions	8
3.2	Rates of Pay	9
3.3	Special Allowances	11
3.4	Payment of Wages	12
3.5	Fares and Travel Allowance	12
CLAUSE 4	HOURS OF WORK, OVERTIME	
4.1	Hours of Work	12
4.2	Overtime	13
4.3	Shift Work	15

<b>CLAUSE 5</b>	<b>STATUTORY HOLIDAYS, LEAVE</b>	<b>PAGE</b>
5.1	Annual Leave	17
5.2	Public Holidays	17
5.3	Sick Leave	19
5.4	Long Service Leave	20
5.5	Bereavement Leave	21
5.6	Jury Service	21
5.7	Trade Union Training	21
<b>CLAUSE 6</b>	<b>GENERAL</b>	
6.1	Final Settlement	22
6.2	Workers Compensation	22
6.3	First Aid	22
6.4	On Site Register	23
6.5	Disciplinary Procedure	24
6.6	Rehabilitation	26
6.7	Induction	26
6.8	Plant and Equipment	26
6.9	Entry to and Movement within Construction Site	27
6.10	Site Practices	28
6.11	Safety	28
6.12	Temporary Electrical Installation	29
6.13	Superannuation	29
6.14	Amenities	30
6.15	Living Away - Distant Work	31
6.16	Meetings of Employees to discuss Union Matters	32
6.17	Protective Clothing	33
6.18	Death and Permanent Disability Insurance	34
6.19	Electricians Licence	34
6.20	General	34
<b>CLAUSE 7</b>	<b>SHUTDOWN CONDITIONS</b>	<b>34</b>
<b>CLAUSE 8</b>	<b>FLUOR DANIEL AUSTRALIA LIMITED HANDOVER - ANM ACCEPTANCE</b>	<b>35</b>
<b>CLAUSE 9</b>	<b>SIGNATORIES</b>	<b>36</b>
<b>Appendix 1</b>	<b>SITE RULES</b>	



## 1.1 APPLICATION AND SCOPE OF AGREEMENT

- (a) This Agreement is intended to provide the opportunity by all parties engaged on the project to participate in the successful construction on the project and to allow workplace reform and increased productivity.
- (b) This Agreement shall apply to Fluor Daniel Australia Limited (FDAL) and workers engaged on construction work on the site, who are members or are eligible to be members of the unions signatory to this Agreement.
- (c) Construction Work referred to herein means construction work and/or modification work on plant which has been contracted to Fluor Daniel Australia Limited.
- (d) For the purposes of this Agreement the Site Offices of Fluor Daniel Australia Limited and ANM are excluded from the Industrial Agreement. The Agreement shall not apply to FDAL supervisory and management personnel or to personnel engaged in routine deliveries to the Site.
- (e) All Contractors and Sub-contractors shall observe the terms of this Agreement in respect to each member of the said affiliated Unions. Where the Agreement does not make specific provision, the appropriate Relevant Award shall apply.
- (f) This Agreement shall have no application to plant commissioning, operations or maintenance or to any work after turnover of plant to ANM or to any other activities for which Fluor Daniel Australia Limited is not responsible.

This Agreement shall not apply to ANM personnel working on the construction site or engaged in commissioning nor shall it apply to any ANM contractors engaged on any capital works or associated work on the site or plant.

- (g) The parties to this Agreement commit themselves to the achievement of efficiency and productivity during the course of the construction project.
- (h) Any suspected breaches of this Agreement shall be reported to Fluor Daniel Australia Limited for immediate investigation.
- (i) This Agreement is not meant to apply to Statutory Authorities.

## 1.2 DURATION OF AGREEMENT

- (a) This Agreement shall operate from the date of Registration and shall remain in force for a period of two and a half years (2½ years).
- (b) This Agreement shall be reviewed by the parties at twelve (12) monthly intervals after the date of registration to reflect increases in the Consumer Price Index (CPI) and National Wage Case issues, and as adopted by the NSW Industrial Relations Commission.



### 1.3 AGREEMENT NOT TO BE USED AS PRECEDENT

The Labor Council of NSW on behalf of affiliated unions, and the Project Manager (FDAL) on behalf of Contractors and Sub-contractors, agree that this Agreement was made having regard to the special circumstances existing on the ANM Construction Site and that the contents herein are not to be used as a precedent by either party.

### 2.1 CONTRACT OF EMPLOYMENT

- (a) All employees except for casuals shall be employed on weekly hire. One week's notice of termination of the employment engagement shall be given by either party or one (1) week's pay shall be paid or forfeited in lieu thereof.
- (b) Provided that nothing in this clause shall affect the right of a contractor to dismiss an employee, without notice for misconduct.
- (c) Nothing in this clause shall effect 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, disciplinary procedures adhered to, counselling extended and the dispute settlement procedure being effectively processed.
- (d) Contractors will be required to meet all statutory, award and legal obligations for their employees in addition to those binding in this Agreement. The practice of all in payments, cash in hand payments or pyramid contracting is prohibited on the site.

#### (e) Casual Employees

A casual employee is one expressly engaged and paid as such. All casuals shall receive a 20% loading in lieu of annual leave, public holidays and sick leave.

#### (f) Work as Required

An employer may direct an employee to carry out such duties as are within the limits of the employees skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.

### 2.2 SETTLEMENT OF INDUSTRIAL DISPUTES

- (a) In line with the philosophy of disputes resolution as close to the work as possible any concern, grievance or request should be raised by the individual employee concerned with their Foreman or other nominated company representative, in the first instance.





- (b) Where an employee or the Union Delegate has submitted a request concerning any matter directly connected with employment to a foreman or a more senior representative of the employer and that request has been refused, the employee may, if so desired, ask the Union Delegate to submit the matter to a senior representative of the employer concerned.
- (c) If the matter is not resolved by the process described above, the matter shall be resolved by agreement between the employer and a Official of the Union. In respect to the ANM project the union official may then take up the matter with the "on site" FDAL Industrial Representative.
- (d) If not settled at this stage, the matter shall then be discussed between such representatives of the Union as the Union may desire and the employer, who may be accompanied by or represented by such officers, or representatives of the Employers' Federation of New South Wales.
- (e) If the dispute is still not resolved the Labor Council of New South Wales shall be advised, to enable the Council to assist in the resolution of the dispute. They shall consult with the FDAL Industrial Relations Manager.
- (f) If the parties fail to resolve the dispute in accordance with (e) above, the dispute may be referred to the NSW Industrial Relations Commission by either party.

Where the procedures from (a) to (e) are being followed or where it is agreed to proceed to the NSW Industrial Relations Commission work shall continue normally.

- (g) During the above process **normal** work without any bans or limitations will continue.

No party shall be prejudiced as to final settlement by the continuance of normal work in accordance with the process outlined above.

#### *Demarcation Disputes*

- (a) Settlement within the Union Movement
  - (i) Demarcation disputes should be resolved by agreement between the unions concerned, and without recourse to any form of industrial action.
  - (ii) Where agreement cannot be achieved directly between the unions concerned, the unions should notify the ACTU or the Labor Council of New South Wales.
  - (iii) Affiliated unions should not refer demarcation disputes to industrial tribunals unless there has been a reasonable opportunity to discuss the issues within the union movement.



- (iv) Where a demarcation dispute occurs between Unions, the work shall continue on the project on the contractors existing work practice basis whilst the dispute is resolved within the Trade Union movement.
- (v) If the demarcation dispute cannot be resolved according to the above procedure it shall be resolved by the appropriate Industrial Tribunal (re Settlement of disputes Part 2-2 {f-g})

### 2.3 MIXED FUNCTIONS

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 person if employed for more than two hours on the class or classes of work carrying the higher rate shall be paid in respect of the whole time during which they work on that day at the same rate, which shall be at the highest rate fixed by this Agreement in respect of any such classes of work, and if employed for two hours or less on the class or classes of work carrying the higher rate they shall be paid at such higher rate for four hours.

### 2.4 INCLEMENT WEATHER

Inclement weather provisions shall be standard throughout the site and the Inclement Weather Clause (Clause 22) of the National Building and Construction Industry Award 1990 as varied from time to time, shall apply to all employees engaged under awards having inclement weather provisions.

Employees under any award which does not have inclement weather provisions shall, in the event of inclement weather, also be entitled to be treated in accordance with the inclement weather provisions of the National Building Trades Construction Award, provided that it shall not be a breach of this clause for any employees to genuinely agree with their employer to handle a particular inclement weather situation in a different manner.

For the purposes of this Clause a "Dry Area" shall mean a work location that offers adequate protection from the elements and has not become saturated by rain, which, in the absence of such protection would be considered inclement.

All parties are committed to an early resumption of work following periods of inclement weather and the practice of one out all out, shall not occur. An inspection of the project by a Health and Safety Committee Representative prior to resumption of work shall not be mandatory.



## 2.5 ALTERNATE WORK

Where there is a temporary lack of work for any employee alternative work will be found for the employee concerned. Such range of work will be of a similar classification of the employee and there shall be no reduction in the employees wage should the work performed be of a lower classification.

## 2.6 REDUNDANCY

In order to maintain consistency to industry standards on the site all redundancy matters will be subject to an exchange of letters between the Labor Council of NSW and FDAL.

## 3.1 DEFINITIONS

In this Agreement except where the context otherwise requires:

- (i) **"Contractor"** means any Contractor or Sub-contractor engaged on the site.
- (ii) **"Construction Work"** means work directly related to the construction of the RCF Plant (Stage 1) and PM1 Rebuild Projects on the ANM Site at Albury and any other work that is contracted to FDAL by ANM during the life of this Agreement.
- (iii) **"ANM"** means Australian Newsprint Mills.
- (iv) **"Site"** means the area known as the ANM Construction Site (RCF Plant (Stage 1) and PM1 Rebuild Projects) and in other areas of the existing plant where work is directly associated with construction and is work contracted to FDAL.
- (v) **"FDAL"** means Fluor Daniel Australia Limited as Project Manager.
- (vi) **"Unions" and/or "Affiliated Unions"** means Unions affiliated with the Labor Council of New South Wales.
- (vii) **"Labor Council"** means the Labor Council of New South Wales.
- (viii) **"Employer"** means any Contractor or Sub-contractor engaged on the Site.
- (ix) **"Employee"** means an employee of a Contractor or Sub-contractor engaged on Site and is in receipt of the rates of pay and conditions of this Agreement.
- (x) **"Reference 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.



(xi) "Relevant Awards" means:

- AWU General Construction and Maintenance Civil and Mechanical Engineering etc (State) Award.
- Electricians, etc (State Award)

### 3.2 RATES OF PAY

(i) All employees, members of the unions party to the Agreement, shall be classified in accordance with the following groups and shall be paid the appropriate weekly rate assigned hereto the rates expressed in this Clause:

Group 1	-	\$509.20
Group 2	-	\$505.40
Group 3	-	\$489.40
Group 4	-	\$477.70

No member of the unions party to the Agreement will be reduced in their base award rate of pay by the making of this Agreement.

Operators of tower cranes over 100 ft, mobile cranes in excess of 165 tonnes operators of Tractors in excess of 501 bhp and Special Class Tradesman such as Electrician Special Class and Mechanical Tradesman Special Class shall receive a margin of \$25.00 per week in excess of the Group A weekly rate.

These rates shall be the minimum and maximum rates to be paid on site and comprehend all award and over award payments and the site disability allowance of \$1.40 per hour (all purpose). This rate shall be paid in lieu of all site disabilities and award special rates and disability allowances etc but exclude the special allowances contained in Clause 3.3 and 3.5 herein.

The special allowances contained in Clause 3.3 shall be subject to National Wage adjustments as handed down by the Australian Industrial Relations Commission during the life of this Agreement and as adopted by the NSW Industrial Relations Commission.

The Tool Allowance of \$16.50 per week is as contained in the National Building and Construction Award 1990 and as varied from time to time.



(iii) **Definition of Wage Rates**

**Group 1**

- All Tradesmen
- Mobile Cranes 41 tons to 165 tons
- Transport Worker - Grade 6, 7 and 8
- Mechanical Plant Operator 500 CDE

**Group 2**

- Agitator Driver/Concrete Pump Operator
- Dumper Operators 12 to 40 tons
- Excavator Operators +3/4 to 2 yards
- Grader Operators over 100 bhp
- Mobile Cranes up to 40 tons
- Tractor Operators 66 to 295 bhp
- Transport Worker - Grade 4 and 5
- Riggers/Dogmen

**Group 3**

- Bituminous Spray Operators
- Dumper Operators up to 12 tons
- Excavator Operators up to 3/4 yards
- Grader Operators up to 100 bhp
- Group 3 and 4 (AWU Labourers)
- Group 1 and 2 (BWIU Labourers)
- Steel Fixer/Concrete Finisher
- Tractor Operators up to 65 bhp
- Transport Worker - Grade 1, 2 and 3
- Crane Chasers (engaged in loading and unloading and/or work associated with storage areas)
- Tradesmens Assistants

**Group 4**

- Group 2 (AWU Labourers, including AWU storeman)
- Sheet Metal Workers 2nd class
- Group 3 (BWIU Labourers)
- Dresser and Grinder
- Storeman
- Survey Field Hands



(iv) **Apprentices**

- (a) Apprentices employed on site will, in addition to the other benefits contained in this Agreement, be paid the following percentage of the appropriate Tradesmans Rate plus Tool Allowance:

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

- (b) Apprentices who attend a Technical College course on a prescribed rostered day off shall be afforded an alternative day to be mutually agreed and which will be within the five working days occurring after the prescribed rostered day off.
- (c) The Contractor or their Sub-contractors will, when engaging labour, give preference to local resident apprentices whose training has been interrupted beyond their control.

However, it is to be clearly understood, no Company is to be bound to employ extra labour or apprentices if by doing so would displace other employees already employed by that Company.

3.3 (i) **SPECIAL ALLOWANCES**

The following allowances shall be paid as they are prescribed in the Relevant Award.

- (i) Leading Hand
- (ii) Registration/Licence Allowances
- (iii) Height/Towers Allowance
- (iv) Plant Operator in charge of plant
- (v) Tool Allowance (National Building and Construction Industry Award)
- (vi) Explosive Tool
- (vii) Heavy Block

(ii) **FIRST AID ALLOWANCE**

An employee who holds an appropriate First Aid Certificate and who is appointed by their employer as a first aid attendant shall be paid an additional allowance of \$1.52 per day, such allowance to be paid for all purposes of this Agreement.



### (iii) MEAL ALLOWANCE

Meal allowance entitlements to employees shall be \$7.50 for the first and subsequent meals.

## 3.4 PAYMENT OF WAGES

- (i) All wages shall be paid weekly in the employer's time and not more than two days shall be kept in hand.
- (ii) When an employee's services are terminated they shall be paid their wages as soon as practicable, and in any case within 24 hours after termination except when a holiday or Sunday intervenes, and if they are not so paid they shall, for such time as shall elapse between their discharge and their payment, be paid at their ordinary rate of wages.

## 3.5 FARES AND TRAVEL ALLOWANCE

In lieu of any fares and travel allowances contained in various Relevant Awards, a standard of \$10.10 per day shall be paid to compensate for all travel patterns and costs. Such allowance shall be as contained and as varied in the National Building and Construction Industry Award 1990.

Provided that no payments shall be made for any day the employee is absent from work for any reason, eg Public Holidays, Sick Leave etc, with the exception of RDOs.

## 4.1 HOURS OF WORK

- (a) The ordinary hours of work of day workers shall average thirty eight (38) per week, and shall be worked between the hours of 7.00am and 6.00pm Monday to Friday inclusive on nineteen (19) days in a twenty (20) working day cycle. The ordinary hours on each of the nineteen (19) days worked shall be eight (8), to be paid for on the basis of seven (7) hours thirty-six (36) minutes per day at the rate derived by taking 1/38th of the all purpose weekly wage, with twenty-four (24) minutes of each day worked accruing as an entitlement to take the rostered day off in each cycle as a day off, with pay.
- (b) The program of rostered days off agreed to by the Labor Council and FDAL having regard to industry standards shall apply to this site and shall be displayed on site notice boards.



- (c) Where, by agreement in writing between the contractor, subcontractors, and the majority of its employers on the site, an alternative day is submitted for the programmed day off, all provisions of this Agreement shall apply as if such day were the programmed day off and the originally programmed day be regarded as a normal working day.

All unions whose members are affected by the substitution shall be advised of the agreement no later than 5 working days prior to the originally programmed rostered day off. The 5 day notice period shall not be applied in exceptional unforeseen or emergency circumstances. In such cases all endeavours shall be made to advise parties at the earliest opportunity.

- (d) All employees each day shall be allowed a break of one-half hour for a meal. Such break shall be commenced not earlier than 4 hours and not later than 5 hours after the commencement of their ordinary hours.
- (e) All employees each day shall be allowed a break of 15 minutes in the employers time not earlier than 2 hours and not later than 2.5 hours after the commencement of their ordinary hours.
- (f) Early Start - The starting and ceasing times of the ordinary working day may be varied by agreement between the employer, the employees, and the appropriate union secretary or their nominee. Provided further that work done outside the spread of ordinary daily hours shall be paid at overtime rates and will be deemed to be part of the ordinary hours of work for the purposes of this subsection.
- (g) Summer Months - An Agreement may be made between a contractor and its employees to alter the commencement of ordinary hours to 6.00am during these months. Hours would be paid at ordinary time and Clause 4.1 (f) would be excluded.

#### 4.2 OVERTIME

- (a) An employer may require an employee to work reasonable overtime at overtime rates.
- (b) All time worked in excess of the ordinary working hours on any day shall be deemed overtime and they shall be paid for at one and half times ordinary time for the first two hours and double time thereafter. Each day to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.





- (c) (i) any employee who is required to continue working for two or more hours after the ordinary ceasing time shall be allowed twenty minutes for crib. Also thirty minutes after each further four hours worked for which no deduction in pay shall be made.
- (ii) An employee called upon to continue work after their usual ceasing time, shall, after working one and a half hours or more be supplied, with a reasonable meal at the employer's expense, or be paid \$7.50 in lieu thereof.
- (iii) An employee who is required to work overtime on a Saturday, Sunday or Public Holiday shall, if required to continue to work overtime for more than four hours be allowed twenty minutes for a crib after four hours worked. After each further four hours of overtime worked, shall be allowed thirty minutes for a crib. No deduction of pay shall be made in respect of any crib break referred to herein.

(d) Call Back

An employee recalled to work overtime after having ceased work and left the site on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job they were recalled to perform is completed within a shorter period.

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

- (e) All work done by employees on Saturday shall be paid for at a rate of time and a half for the first two hours and double time thereafter and all work done by employees on Sunday shall be paid for at the rate of double time and all work done by employees after midday on Saturday shall be at the rate of double time.

Any employee who is required to work on a Saturday or Sunday shall be provided with four hours' work or shall be paid for four hours at the appropriate overtime rate.

- (f) When an employee is required to work during their meal break they shall be paid for at time and one half for all such work and such payment shall continue until they are given one-half hour for a meal. When a meal break is worked, there shall be a break of 30 minutes as soon as possible thereafter for crib for which no deduction shall be made.



- (g) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of his ordinary work on the next day that they have not at least 10 consecutive hours off duty between these times shall, subject to this subsection, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of their employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they 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.

The provisions of this subsection shall apply in the case of shift workers who rotate from one shift to another as if eight hours were substituted for ten hours when overtime is worked:

- for the purpose of changing shift rosters; and
- where a shift worker does not report for duty; or
- where a shift is worked by arrangement between the employees themselves.

#### 4.3 SHIFT WORK

##### (a) General

Where it is necessary that work is performed in shifts, the following conditions shall apply:

- (i) For the purpose of this sub-clause "Afternoon Shift" means a shift finishing after 9.00pm and at/or before 11.00pm. "Night Shift" means a shift finishing after 11.00pm at/or before 7.00am.
- (ii) Other than work on a Saturday, Sunday or holiday, the rate of pay for afternoon or night shift shall be time and one half (1½) provided that the employee is employed continuously for five shifts Monday to Friday in any week. The observance of a holiday in any week shall not be regarded as a break in continuity for the purpose of this subclause.
- (iii) An employee who is employed for less than five consecutive shifts Monday to Friday shall be paid for each day they work on any of the shifts they work at the rate of time and a half for the first two hours and double time thereafter provided that when a job finishes after proceeding on shift work for more than one week, or the employee terminates their services during the week, they shall be paid at the rate specified in subparagraph (ii) hereof for the time actually worked.



- (iv) (i) The ordinary hours of both afternoon and night shifts shall be eight hours daily inclusive of a meal break of 30 minutes on each shift, provided that where shift work comprises three continuous and consecutive shifts of eight hours each per day, a crib time of 20 minutes in duration shall be allowed without deduction of pay in each shift, such crib time being in lieu of any other rest period or cessation of work elsewhere prescribed by this Agreement.

For the purposes of this clause, an employee shall not be required to work for more than five hours without a meal break.

- (v) Employees on shift work shall accrue 25.26 minutes for each eight hour shift worked to allow one complete shift to be taken as a paid shift every 20 shifts in this cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause. Paid leave taken during any cycle of four weeks and public holidays as prescribed by clause 5.2, Public Holidays of this Agreement, shall be regarded as shifts worked for accrual purposes. Except as provided above, employees not working a complete four-week cycle shall be paid accrued pro-rata entitlements for each shift worked on the programmed shift off, or in the case of termination of employment, on termination.
- (vi) An employee shall be given at least 48 hours notice of a requirement to work shift work.
- (vii) The hours of shift workers when fixed, shall not be altered except for breakdowns or other causes beyond the control of the employer, provided that notice of such alteration shall be given to the employee not later than ceasing time for the previous shift.
- (viii) Employees rostered for work on a Saturday or a Sunday shall be deemed to be working overtime and shall be paid applicable rates for weekend overtime.
- (ix) For all work performed on a holiday, the provisions clause 5.2 (e) of this Agreement shall be applicable in lieu of the rates prescribed in this clause.
- (x) Work in excess of shift hours, other than on public holidays shall be paid for at double time provided that these rates shall be based in each case on ordinary rates.

**(b) Weekends and Holidays**

Where shifts commence between 11.00pm and midnight on a Sunday or holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; Provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.



Where shifts fall partly on a holiday, that shift, the major portion of which falls on a holiday shall be regarded as the holiday shift. Provided that an ordinary night shift commencing before and extending beyond midnight Friday shall be regarded as a Friday shift.

## 5.1 ANNUAL LEAVE

Each employee, before going on Annual Leave, shall be paid in advance the wages which would ordinarily accrue to them during the currency of annual leave.

In addition to allowances prescribed by this Agreement, an employee shall receive during a period of annual leave, a loading of seventeen and one-half per cent (17.5%) calculated on the rates, loadings, and allowances prescribed by clauses 3.2, 3.3 and 3.5 of this Agreement. The loading prescribed above shall also apply to proportionate leave on lawful termination.

## 5.2 PUBLIC HOLIDAYS

(a) (i) An employee, other than a casual employee (as defined by the Relevant Award shall be entitled to the following holidays without deduction of pay, provided however, that if any other day be, by a State Act of Parliament or State Proclamation substituted for any of the said holidays, the day so substituted shall be observed.

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- ANZAC Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Local Show Day
- Picnic Day - 1st Monday in December

(ii) Where Christmas Day falls on a Saturday, Christmas Day and Boxing Day shall be observed on the following Monday and Tuesday.

(iii) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day.



- (b) Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or NSW Government under any Act throughout NSW, or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Agreement. Provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.
- (c) Provided that:
- (i) An employer who terminates the employment of an employee except for reasons of misconduct or incompetency (proof of which shall lie upon the employer) shall pay the employee a day's ordinary wages for each holiday which falls within 10 consecutive days after the day of termination.
  - (ii) Where any two or more of the holidays prescribed in this Agreement occur within a 7 day span, such holidays shall for the purpose of this Agreement be a group of holidays. If the first day of the group of holidays falls within 10 consecutive days after termination, the whole group shall be deemed to fall within the 10 consecutive days. Christmas Day, Boxing Day, and New Year's Day shall be regarded as a group.
  - (iii) No employee shall be entitled to receive payment from more than one employer in respect of the same public holidays or group of holidays.
  - (iv) An employee who has worked as required by their employer the working day immediately before the working day immediately after such a holiday or is absent with the permission of their employer or is absent with reasonable cause, shall be entitled to payment for the public holiday. An absence arising by termination of employment shall not be reasonable cause.
- (d) All employees shall, as far as practicable, be given and shall take Picnic Day and shall be paid therefore eight hours work at the rate of pay prescribed in clause 3.2 of this Agreement.
- (i) Where an employee's relevant award so provides, an employer may require from an employee evidence of his attendance at the picnic and the production of the butt of a picnic issued for the picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer payment need not be made unless the evidence is produced.
  - (ii) Where an employer holds a regular picnic for his employees on some other working day during the year, such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- (e) All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half.



- (f) An employee required to work on a holiday shall be afforded at least four hours work or paid for four hours at the appropriate rate.

### 5.3 SICK LEAVE

An employee other than a casual employee as defined in the Relevant Award or Industrial Agreement, who is absent from his work on account of personal illness or injury, other than that covered by workers' compensation shall be entitled to leave of absence without deduction of pay, provided that:

- (a) Within 24 hours of the commencement of such absence the employee shall inform the employer of their inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (b) The employee shall prove to the satisfaction of their employer that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (c) An employee during his first year of employment with an employer shall be entitled to sick leave entitlement at the rate of one day at the beginning of each of the first ten calendar months of their employment.

Provided that an employee who has completed one year of continuous employment shall be credited with a further 10 days sick leave entitlement at the beginning of his second and each subsequent year, which subject to sub-clause (g) hereof shall commence on the anniversary of the engagement.

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

An employer may agree to accept from the employee a statutory declaration stating that the employee was unable to attend for duty on account of personal illness or injury in lieu of a medical certificate.

Nothing in this sub-clause shall limit the employer's rights under sub-clause (b) hereof.



- (e) Sick leave with an employer shall accumulate from year to year so that any balance of the period specified in sub-clause (c) hereof which in any year has not been allowed to an employee by that employer as paid sick leave may be claimed by the employee and subject to the conditions herein prescribed shall be allowed by that employer in a subsequent year, without diminution of the sick leave prescribed in respect of that year. Sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of ten years.
- (f) Any sick leave for which an employee becomes eligible under this Agreement by reason of service with an employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.
- (g) If an employee is terminated by their employer and is re-engaged by the same employer within a period of six months, then the employee's unclaimed balance of sick leave shall continue to accrue from the date of re-engagement.

The period of interruption shall not be counted as service for the purposes of sick leave.

#### 5.4 LONG SERVICE LEAVE

In respect of the Building and Construction Industry Long Service Payments Act FDAL shall ensure any contracts with contractors includes the following provisions:

- (a) At the time of entering into a sub-contract the contractor shall obtain evidence from the Long Service Payment Corporation to confirm registration, and present such evidence to the Project Manager before commencement.
- (b) At the time of receiving the final contract payments sub-contractors will be required to certify to the Project Manager that they have fully complied with all of their obligations under the said Act.
- (c) Where an accredited official of a union wishes to check to see whether all the provisions of the Act are being complied with, he shall be entitled to do so after two (2) working days of providing notice to the employer concerned.
- (d) Upon termination, employers must include the Long Service Leave Certificate of Service in every employees final pay envelope, or not later than 30 days after termination. That certificate must be correctly issued with all details and a correct copy sent to the Long Service Corporation. The employer must ensure that the employee's long service leave number is recorded and issued on every certificate. All employees employed as at 30 June each financial year must receive a certificate for that preceding period within 30 days thereafter.



## 5.5 BEREAVEMENT LEAVE

An employee shall on the death within Australia of a wife, husband, partner, mother, father, mother-in-law, father-in-law, brother, sister, child, or step-child, be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of their Employer.

For the purpose of this section the words "wife", "husband" or "partner" shall include a person who lives with the employee as a de facto wife, husband or partner.

Provided an employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's husband, partner, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

Provided further that, with the consent of the employer, which consent shall not be unreasonably upheld, an employee shall in addition to the entitlement to be paid bereavement leave, be entitled to reasonable unpaid leave up to 10 working days in respect of the death within Australia or overseas of a relation to whom this clause applies, and that any dispute to the granting of unpaid leave be resolved in accordance with the disputes procedure.

## 5.6 JURY SERVICE

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

An employee shall notify their Employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their Employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

## 5.7 TRADE UNION TRAINING

The conditions applying in the National Building and Construction Industry Award 1990. Clause 28 (b) shall apply to the project.





## 6.1 FINAL SETTLEMENT

### No Extra Claims

It is a term of this Agreement (arising from the decision of the Australian Industrial Relations Commission in the National Wage Case of October 1991) that the Peak Union Councils and their affiliated unions undertake that for the period of this Agreement they will not pursue any extra claims, award or overaward, except where consistent with the terms of this Agreement or National Wage Case principles to the intent that it shall be binding upon the parties that the Unions shall not seek and the employers/contractors shall not pay any extra claims, award or overaward as aforesaid.

Notwithstanding anything stated in this clause no further claims will be made upon FDAL and/or its contractors in respect of any work undertaken within the scope of this Agreement.

## 6.2 WORKERS COMPENSATION

The Project Manager shall instruct all contractors that it is a term and condition of their contract that they and all sub-contractors shall ensure that all workers that they engage to work on the project are covered by New South Wales Workers' Compensation Insurance and are aware of their responsibilities under the legislation which is current at the time of Industry Standards.

## 6.3 FIRST AID

- (a) A suitably qualified First Aid Certificated person shall be present, on the site, at all times in accordance with the provisions of the Occupational Health and Safety (First Aid) Regulations. This person shall be an onsite employee of FDAL and/or the contractors.
- (b) A person being the holder of an Occupational First Aid Certificate shall be appointed to be in the First Aid Room when work commences on the site.
- (c) Prior to this appointment a number of persons with current First Aid certificates shall be nominated to attend to first aid injuries.
- (d) In the interest of safety, the project shall establish as a reasonable target, that a satisfactory amount of site personnel hold current First Aid certificates. The target shall be 10%. FDAL shall arrange in conjunction with the contractors appropriate First Aid courses and lessons as needed for the project at all times whilst work is performed on the site a person holding a current First Aid certificate will be in the immediate vicinity of the first aid room.



#### 6.4 ON SITE REGISTER

FDAL shall require that all Contracts with contractors to be in writing and include the following terms and conditions:

- (a) The Conditions contained within this Industrial Agreement shall form part of such Contracts and bind all such contractors.

Contractors will ensure that employees hold the necessary qualifications to enable work to be performed in a safe and efficient manner.

All Contractors shall supply a Declaration that they will abide by the provisions of this Industrial Agreement.

A Register containing relevant information of every contractor and their employees engaged on site shall be kept by FDAL. Prior to commencing work on site each contractor and their employees must provide and certify as correct the following information:

##### From Employees

- (a) Name and Address of Employee
- (b) Name and Address of Employer (Contractor, Sub-contractor)
- (c) Classification and certificate details
- (d) Union, ticket number and expiry date
- (e) Superannuation Scheme Name and Employee number
- (f) Long Service Leave number
- (g) DIRE ticket-permit numbers
- (h) Redundancy Scheme Details
- (i) Other information that may be reasonably required from time to time by either FDAL or the Labor Council.

##### From Employers

- (a) Registered Business Name and Address of Employer
- (b) Workers' Compensation Policy Number, Underwriter and Currency Certificate
- (c) Public Liability Policy Number, Underwriter and Currency Certificate
- (d) Superannuation Fund Name and Employer Number
- (e) Long Service Leave employer number
- (f) Redundancy Scheme Details
- (g) Rehabilitation particulars pursuant to Workcover General Programme Regulation, 1988
- (h) Such other information as FDAL or the Labor Council may require from time to time.



Failure to comply with this clause will result in persons and/or contractors being removed from the site.

The relevant information will be provided by the contractors on a daily basis in order for FDAL to update the Register.

## 6.5 DISCIPLINARY PROCEDURE

### (a) Serious Misconduct - Summary Dismissal

An employer may dismiss a worker, without notice, for serious misconduct. Any employer who so dismisses a worker shall immediately notify the employees union by telephone and shall confirm it in writing, setting out the reasons for the dismissal.

Advice to the worker of dismissal shall be by a senior site representative of the employer and shall be given in the presence of the worker's union delegate unless the worker stipulates otherwise. Examples of actions which may constitute misconduct include breaches of Site and Safety Rules.

### (b) Warning Procedure

An employer who, for reasons of a worker's unsatisfactory behaviour in the areas of inefficiency, neglect of duty or other misconduct (other than serious misconduct, warranting summary dismissal) intends to formally discipline that worker, shall follow the following procedure:

#### (i) *First Warning*

On the first occasion of unsatisfactory behaviour a senior site representative of the employer shall:

- advise the worker of the behaviour that is unsatisfactory;
- advise the worker of what action to take to correct the problem;
- advise the worker of the consequences of continuing the unsatisfactory behaviour.

This warning shall be given in the presence of the worker's union delegate unless the worker stipulates otherwise.

The details of the warning shall be confirmed by letter from the employer to the worker with a copy to the union delegate.



(ii) *Second Warning*

On the second occasion or the continuation of unsatisfactory behaviour, a senior site representative of the employer; with the employees union delegate present unless the employee stipulates otherwise shall:

- advise the employee of the continued unsatisfactory behaviour;
- advise the employee in writing of what action is to be taken to correct the problem and specify a time period for the correction;
- advise the employee in writing of the consequences of continuing the unsatisfactory behaviour.

(iii) *Final Warning*

A worker whose behaviour continues to be unsatisfactory shall receive a final warning. This warning shall be issued in accordance with the procedure for the second warning but in addition the worker shall be advised that:

- further unsatisfactory behaviour will result in the worker's dismissal.

(iv) *Dismissal*

A worker who has received these warnings and who continues to engage in unsatisfactory behaviour shall be dismissed in the presence of the employees union delegate and shall be confirmed in writing by the employer to the employee.

(v) *Life of Warning*

All warnings in respect of a worker shall cease to have any effect or form part of an employee's work record after a period of six calendar months has passed from the date of the last warning.

(c) **Instant Dismissal**

There will be occasions when the warning system is not appropriate such as serious misconduct, in which case instant dismissal is the appropriate procedure. The employee's delegate shall, where practicable, be informed of the circumstances prior to the dismissal.

(d) Nothing in this clause shall affect the right of an employer to dismiss an employee without notice for misconduct.



## 6.6 REHABILITATION

In accordance with the Workcover General Programme Regulation, 1988, FDAL Contractors and Sub-contractors will implement their respective Rehabilitation Policy.

## 6.7 INDUCTION

- (a) All employees shall, before entering the site area or commencing work on the site, attend and successfully complete an agreed Site Induction Programme on the Project Safety Handbook, Site Rules and this Industrial Agreement.

The programme will be conducted at a specified location by FDAL on behalf of the contractors. FDAL reserves the right to alter the duration of the programme and to conduct further induction and/or refresher programmes.

Each employee shall receive a copy of the Project Safety Handbook and a copy of this Industrial Agreement and shall sign an acknowledgment of receiving same.

- (b) After successful completion of the Site Induction Programme, each employee shall be issued with a Project Identity Pass which will be the only permitted entry to and exit from the site.

The Pass will bear a photograph of the employee.

- (c) Each contractor has an obligation to maintain refresher programs as required for the benefit of its employees.

## 6.8 PLANT AND EQUIPMENT

- (a) All mobile plant and equipment shall, prior to commencement of work on site, be certified and have a certificate of currency as complying with Construction Safety Regulations.
- (b) Every part of the structure, working gear and anchoring and fixing of every crane, joist and scaffolding winch and of all other hoisting machines, ropes and slings whether metal or non and gear shall, as far as is reasonably practicable, be examined in position by a competent person:
- (i) At least once in every month; or
  - (ii) At such more frequent intervals as necessary to ensure that the hoisting machine or gear is in safe working order (Construction Safety Act Regulation 122 (16).)



- (c) A competent person shall inspect all chain, ropes and other gear used for hoisting or lowering or as a means of suspension:
- (i) at least once every month; or
  - (ii) at such more frequent intervals as necessary to ensure that the hoisting machine or gear is in safe working order (**Construction Safety Act Regulation 122 (17).**)
- (d) **Scaffolding** - A competent person shall inspect scaffolding;
- (i) at least once in every month; or
  - (ii) at such more frequent intervals as are necessary to ensure that the scaffolding is safe. (**Construction Safety Act Regulations 86 (14).**)

A report signed and date by the competent person referred to in (b), (c) and (d) above shall be lodged with the Project Manager immediately following such inspection at intervals of not less than one calendar month. Should such written reports not be submitted in accordance with this clause there shall be no cessation of work. The Project Manager shall take all appropriate steps to ensure that the report is obtained or another inspection undertaken.

- (e) Fork lift drivers shall be paid the appropriate tractor rate, in addition to In-charge of Plant Allowance, where appropriate.
- (f) All hire cranes required on site, shall be hired from a recognised crane yard.
- (g) Any crane driver and dogman on site shall be appropriately qualified under NSW Government Regulations.
- (h) When engaging the most appropriate plant preference will be given to plant, fitted with modern cabins, reverse cycle air conditioning and roll over protection.

## 6.9 ENTRY TO AND MOVEMENT WITHIN 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 Site Safety Induction Course:

- (a) A Union Official, on entering the site, shall advise their name and the union they represent to the gate keeper at the site gate who shall expeditiously advise the FDAL representative of their arrival. The official shall advise the FDAL representative which contractor/contractors they wish to meet and the FDAL representative shall notify such contractor of their visit and will assist with entry.



- (b) Each Union Official will be issued with a visitors pass which will require them to observe all site safety rules and site policies.
- (c) A Union Official shall comply with the provisions of their right of entry.

#### 6.10 SITE PRACTICES

- (a) All persons on site will be required to conform to the Site Safety Practices as outlined in the Project Safety Handbook and all relevant site safety statutes applicable in New South Wales. Occupational health and Safety Regulations shall be strictly observed on site.
- (b) All employees shall be conversant with this Agreement and if necessary ask their respective union officials to explain, and further:
  - (i) No alcohol is permitted on the site at any time.
  - (ii) No narcotic drugs of addiction, non-prescribed drugs or illegal substances are permitted on site at any time.
  - (iii) Smoking is not permitted in any ANM building and/or workplace, and any other building that FDAL may proclaim from time to time. Smoking is permitted in other areas of the site.
- (c) All workers shall, at all times, use the facilities provided by virtue of the terms of this Agreement.
- (d) All employees shall be required to conform with the Project Safety Handbook and Site Rules as specified.

#### 6.11 SAFETY

The Occupational Health and Safety Act, 1983 and its regulations and the Construction Safety Act, 1912 and its regulations shall be the means by which safety matters will be addressed on this project. Conditions of implementation not specified in the Occupational Health and Safety Act shall be observed as set out in FDAL Project Safety Handbook.

- (a) It is also accepted by the parties to this Agreement that the procedures of the Building Industry Safety codes shall be the procedures by which safety matters are handled, and whilst these are being followed there shall be no stoppage of work in respect of the matter being considered, except in the area or matter under consideration.
- (b) A Safety Committee shall be established on site and may be supplemented by additional contractors safety committees as per site requirements. Each contractor



shall adhere to the provisions contained in the Occupational Health and Safety Act with reference to such committee/s.

The FDAL Safety Adviser will coordinate project safety activities and committee/s and will have the authority to advise, or stop work activities/areas that are deemed unsafe or dangerous to personnel.

Frequency of safety inspections and other matters pertinent to the Occupational Health and Safety Act will be determined by the Contractors Safety Committee/s.

- (c) FDAL in conjunction with the Contractors, will ensure that correct training is provided for all Safety Committee Members.
- (d) Each Contractor shall provide to their employees all appropriate safety equipment free of charge as necessitated by the tasks in accordance with any existing Regulation(s) or Regulations(s) implemented during the life of the Site Agreement.
- (e) **Rectification Work**

Contractors shall engage only qualified personnel and/or sub-contractors for the purposes of performing work on hazard prevention and rectification work such as erecting handrails and toeboards etc, covering of openings, fixing of ladders etc.

- (f) **Scaffolding/Formwork**

Employees carrying out the above must be in possession of the appropriate Certificate of Competency issued by the appropriate NSW Government Authority.

## 6.12 TEMPORARY ELECTRICAL INSTALLATION

All temporary electrical installation set up by contractors/sub-contractors, on site shall conform with the Work Cover Authority Code of Practice NSW, Construction and Engineering Number 1, Electrical Practices for construction work, as amended from time to time and as laid down by the Local Supply Authority and in addition by ANM Regulations.

## 6.13 SUPERANNUATION

- (a) 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+BUSS, AUST, CTRF, NESS or other ACTU approved superannuation schemes.
- (b) Construction work to be performed under this Agreement falls under the definition of construction worked contained in the Trust Deed or Deed of Adherence of C+BUSS, AUST or CTRF Superannuation Schemes.





#### 6.14 AMENITIES

- (a) Amenities as prescribed by the relevant Awards and/or State Legislation shall be provided on site and shall be subject to FDAL prior approval.
- (b) All lunch sheds shall be fitted with reverse cycle air conditioning.
  - (i) Tables finished with laminate plastic and be of strong and sturdy construction of not less than 900mm wide and of length of which will allow 560mm width for each employee.
  - (ii) Individual seats of good quality plastic manufactured of impervious finished and of a strong sturdy construction.
  - (iii) One (1) off 600mm stainless steel sink unit for every 36 Employees supplied with storage cupboard under with open shelves. Unit will have a laminex top with painted or melamine doors side etc.
  - (iv) One (1) off Zip. Boil 15 cups or equal, tea or coffee making unit for every thirty six (36) employees and be located over sink unit.
  - (v) Two (2) Pie Warmer or a "Rinnai" - Reh 482 compact type oven, 490 (w) c 380 (D) x 387 (H) for every thirty six (36) Employees and to be located on a support shelf.
  - (vi) One (1) off refrigerated cabinet of approximately 280 litres for every thirty-six (36) Employees.
  - (vii) Reverse cycle air-conditioners of a capacity to suit the use and occupation of the facility.
  - (viii) Flyscreens to every external windows.
  - (ix) Walls to be washable finish or equal. Floor shall have an impervious finish.
  - (x) Noticeboard 1200 x 900mm high in a frame with white faced canite or equal.
- (c) Each contractor shall ensure that amenities are provided for all their subcontractors and comply with (a) and (b) above.

#### 6.15 LIVING AWAY - DISTANT WORK

- (a) **Entitlement**



- (i) the employer shall provide a distant worker with either reasonable board and lodging at no cost to the employee, or pay the living away from home allowance when employed on a construction site at such distance from their usual place of residence that they cannot reasonably return each night or as otherwise defined in the employee's award.
- (ii) The employer shall provide an itinerant worker with acceptable board and lodging at reasonable cost.

(b) **Procedure**

- (i) 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", "itinerant worker" or "local worker". The appropriate definition shall be shown on the employee's records.
- (iii) Any employer shall not, under any circumstances, attempt to persuade or induce applicants for employment to provide a local address as their usual place of residence in a effort to avoid the employer's obligations under this clause.

(c) **Disputes**

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

(d) **Definitions**

- (i) "Distant Worker" means an employee who has provided satisfactory evidence that, due to engagement on the site they are unable to reasonably return home each night or as otherwise defined in the relevant award.
- (ii) "Itinerant Worker" means an employee with no fixed address.



- (iii) "Usual Place of Residence"
- (a) The applicant for employment shall provide on the application for employment form, his current address together with his usual place of residence. Provided that the employer may require documentary evidence of the applicants usual place of residence, such as a vehicle drivers license.
  - (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 their usual place of residence. No subsequent change to an employee's usual place of residence shall entitle an employee to the 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 furnishings, good lighting and heating, hot and cold running water, in a single or twin room if a single room is unavailable.
- (v) "Living away from home allowance" means an allowance payable weekly. Such allowance shall not be wages, provided that in the case of broken parts of a week occurring at the beginning or end of employment, the allowance shall be divisible by seven (7). Such allowance shall be \$264.40 per week or as varied from time to time in the National Building and Construction Industry Award 1990.

#### 6.16 MEETINGS OF EMPLOYEES TO DISCUSS UNION MATTERS

One hour per month shall be allowed to employees during ordinary working time without deduction of pay to discuss union affairs. Once established, no alteration is to be made to the scheduled date of such meeting unless adequate notice is given to the FDAL Industrial Relations Manager.



## 6.17 PROTECTIVE CLOTHING

All employees so entitled under this clause shall be issued with protective clothing and footwear as described hereunder. In the case where an employee is transferred to site from another project where issue of protective clothing and/or safety footwear was made the said employee will not be entitled to an issue on this site until the expiry of one (1) calendar year from the date of the original issue, or on a fair wear and tear basis provided the worn items are sighted by the employer as evidence. Employees who receive from their employer an issue of protective clothing and/or safety footwear as part of that particular employer's policy will not be entitled to the provisions of this Clause.

All protective clothing and boots shall be of a standard acceptable to FDAL and manufactured in Australia. Any delays in supply shall be notified to the relevant union.

Under no circumstances will monies be paid in lieu of issue.

### Issue

- (a) The contractor, shall order immediately and supply within 2 weeks, to employees free of charge an initial issue of one pair of safety boots/footwear and two (2) pairs of long-sleeved overalls (or bib and brace overalls) or two (2) long sleeve shirts and two (2) pair of long trousers.
- (b) A further set of protective clothing as outlined in sub-clause (a) above will be issued to each employee after 12 months was passed or on a fair wear and tear basis provided the work items are sighted by the employer as evidence when the employee can show by the production and return of the existing protective clothing and/or footwear fair wear and tear unless work circumstances warrant a further issue.
- (c) Issued footwear and clothing shall be of good quality.
- (d) Hard hats and sunscreens - optional wide/brim flaps "hard helmets" safety glasses, tinted or clear as per AS1336/8 and quality sunscreen lotion shall be stored and dispensed by contractors. Any employee requiring tinting of their own prescription spectacles or requiring "clip ons" may apply for a subsidy.
- (e) All employees, employed on the site, after accumulating 152 hours ordinary time shall be eligible to be issued with one bluey jacket in the employee's first year of service for use by the employee during the employee's period of work on site.

Such jacket will be replaced once every year, or on a fair wear and tear basis, provided the worn item is sighted by the employer as evidence.



## General

Where an individual, who has been issued with required protective safety equipment including safety footwear, helmets, harnesses and adequate clothing is found not to be wearing same on the job then such employee shall be counselled in the presence of the Site Safety Committee's representative.

Further infractions in relation to the non-wearing of the said protective equipment referred to in this clause shall result in the individual being required to show cause to the Site Safety Committee why the said individual should not be removed from the site.

*Exemption from this clause is to be from the recommendation of the Site Safety Committee only.*

### 6.19 DEATH AND PERMANENT DISABILITY INSURANCE

- (a) The Project Manager will ensure that all Contractors and Sub-contractors effect and maintain a 24 hour death or permanent disability insurance cover of \$50 000 on all employees who are engaged on the project who are not already covered by the available recognised industry schemes, eg C+BUSS, CTRF, AUST, or other Union approved construction superannuation schemes.
- (b) Where such cover exists such payment shall be made by the Insurer within 14 days of the production of the appropriate documentation.

### 6.20 ELECTRICIANS LICENCE

The Electrician's Licence payment as defined in the Electrician's State Award shall apply to all Electricians who hold a NSW Electrician's Licence and are employed under the terms of the National Metal and Engineering On-Site Construction Industry Award, 1989.

### 6.21 GENERAL

Notwithstanding the terms of this Agreement, contractors will endeavour where possible to recruit and employ local labour directly for their site work needs. The Project Manager shall endeavour to ensure that all contractors and sub-contractors fulfil their obligations and meet the entitlements of their employees.

## 7. SHUTDOWN CONDITIONS

FDAL and the unions shall meet to discuss any special conditions required for shutdowns.



## 8. FDAL HANDOVER - ANM ACCEPTANCE

- (a) Items of plant, equipment or areas related to the ANM Construction Site and/or any of its systems may be accepted by ANM upon completion at any time during the course of the construction project. Such items shall, subject to Paragraphs (c) and (d) of this clause, be deemed to be precommissioned for the purposes of this Site Agreement with the result that ANM employees may involve themselves with the use and operation of such equipment and facilities.
- (b) It is the responsibility of FDAL to issue a statement of mechanical completion, and the responsibility of FDAL to issue a certificate of practical completion after full load commissioning. Any items of work embraced by Paragraph (a) shall be clearly identified by area or by other means (such as tags). Subsequent to such identification all areas etc may be accessed by ANM Operations.
- (c) FDAL shall have the responsibility to declare practical completion on any item of work as embraced in Paragraph (a), ANM reserves the right to pass back work which may require rectification etc.
- (d) ANM reserves the right to utilise vendors for equipment that is under warranty to modify or correct any defects/deficiencies that may occur to the equipment once mechanical completion is issued.

9. SIGNATORIES

SIGNED BY FLUOR DANIEL AUSTRALIA LIMITED  
FOR AND ON BEHALF OF CONTRACTORS AND  
SUBCONTRACTORS IN THE PRESENCE OF:

*[Handwritten signature]*  
.....

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN  
WORKERS' UNION, NEW SOUTH WALES BRANCH  
IN THE PRESENCE OF:

*[Handwritten signature]*  
.....

SIGNED FOR AND ON BEHALF OF THE ELECTRICAL  
TRADES UNION OF AUSTRALIA, (NEW SOUTH WALES  
BRANCH) IN THE PRESENCE OF:

*[Handwritten signature]*  
.....

SIGNED FOR AND ON BEHALF OF THE  
LABOR COUNCIL OF NEW SOUTH WALES AND ITS  
BELOW LISTED AFFILIATED UNIONS IN THE PRESENCE  
OF:

*[Handwritten signature]*  
.....

Australian Workers' Union New South Wales Branch  
Electrical Trades Union of Australia (New South Wales Branch)

IN THE PRESENCE OF:

*[Handwritten signature]*  
.....