

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/235

TITLE: Tuggerah and Edgeworth Shopping Centre Projects Enterprise Agreement

I.R.C. NO: IRC02/3568

DATE APPROVED/COMMENCEMENT: 27 June 2002

TERM: 27 June 2003

NEW AGREEMENT OR VARIATION: New

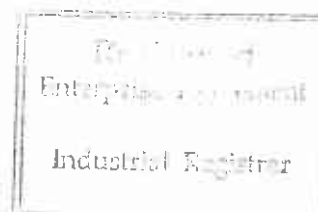
GAZETTAL REFERENCE: 19 July 2002

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to the employees of Leighton Contractors Pty Limited engaged in the Tuggerah and Edgeworth Shopping Centre Projects

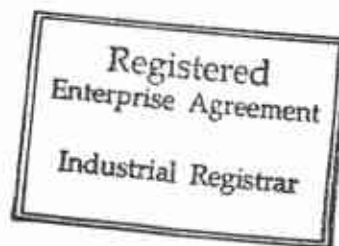
PARTIES: Leighton Contractors Pty Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, NSW Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch



TUGGERAH AND EDGEWORTH SHOPPING CENTRE PROJECTS ENTERPRISE AGREEMENT

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TUGGERAH AND EDGEWORTH SHOPPING CENTRE PROJECTS ENTERPRISE AGREEMENT

1. PERIOD OF OPERATION

This Enterprise Agreement shall operate for a period of one year from 25 May 2002 or up until all construction work is completed under Leighton's contract whichever occurs last, however the monetary entitlements payable under Clause four in this Enterprise Agreement shall be paid in accordance with the agreement reached between the Parties during the negotiations.

2. PURPOSE

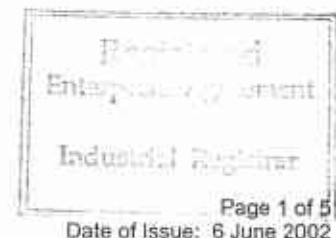
This Enterprise Agreement has been reached between Leighton Contractors NSW & ACT Branch and the Labor Council of New South Wales Newcastle Trades Hall Council on behalf of the Unions to provide a stable industrial relations environment for the duration of the construction period on the Tuggerah Supa Centa Project and the Edgeworth Shopping Centre Project.

3. OBJECTIVES

The primary objective of this Enterprise Agreement is to provide a framework for Leighton and its sub-contractors to manage the project so as to achieve the project milestones and maintain compliance with the NSW Government's Code of Practice for the Construction Industry July 1996 and the Code of Tendering.

Additional objectives will be:

- a. To maintain good communication, consultation and relationships between all employers, employees and unions.
- b. To enhance occupational health and safety practices on the projects.
- c. To promote and implement improved work methods and productivity.
- d. To adopt a co-operative and non-adversarial approach to all industrial relations issues and to comply with award and or each employers enterprise agreement Disputes Settling Procedures at all times.
- e. To complete the projects on time or earlier to the clients quality requirements, and within budget.



4. DISPUTES SETTLING PROCEDURE

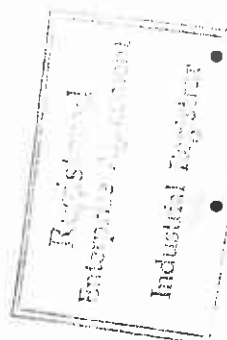
Disputes between contractors and sub- contractors and their employees at the sites covered by this Enterprise Agreement shall be settled in accordance with the procedure set out below.

- (a) Where an employee or a union on behalf of an employee has submitted a request concerning any matter connected with employee entitlements to an employer, then that employer shall respond within 24 hours.
- (b) If not settled at this stage the matter shall be discussed between such representatives of the union as the union desires and the employer. The employer may be assisted by the Head Contractor and or an Association of employers within 48 hours of the matter being referred for discussion.
- (c) If the matter is not resolved at this stage the matter shall be referred to the Labor Council Of New South Wales/ Newcastle Trades Hall Council and the Head Contractors representative to enable them to assist in the resolution of the dispute.
- (d) Where the parties fail to resolve the dispute at this stage it is agreed that the matter shall be notified to the Industrial Relations Commission of New South Wales who's determination shall be binding on all Parties.
- (e) Work shall continue as normal while the dispute is being resolved. No Party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

5. PROJECT PRODUCTIVITY PAYMENT

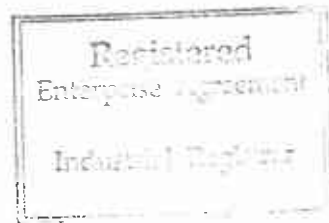
The Project Productivity Payment is linked to achievements for works completed to the construction program and will be paid to all award employees engaged on both projects.

- The project productivity payment shall be \$1.00 per hour paid for each hour of time worked on site on and from the date each employee commenced work on the project. This payment will not attract any penalty or premium.



- The Project Manager shall establish monthly Targets and review dates with reference to the achievement of Project Milestones to ensure the construction program for completion is maintained on both projects.

- The project productivity payment shall be paid progressively as part of each employees weekly wages subject to the achievement of the Targets and Project Milestones being met. However if in spite of the parties best efforts, a Target and or Project Milestone is not achieved and there are no extenuating circumstances for the non-achievement then the project productivity payment will continue to be paid.



6. SAFETY INDUCTIONS

All employees will receive a site induction card after completing the Site Specific Induction Training and access to the site will only be granted to an employee who exhibits the issued card when requested.

7. SUB-CONTRACTOR COMPLIANCE WITH AWARD AND STATUTORY REQUIREMENTS

Leighton Contractors will seek sub-contractors who have a reputation for maintaining sound employee relations with their employees. Subcontractors shall comply with their legal employment obligations under an enterprise agreement, applicable awards, legislation and this Enterprise Agreement.

Further arrangements or practices designed to avoid award, enterprise agreement and legislative obligations such as cash in hand, bodyhire, sham subcontractor arrangements, pyramid sub-contracting or all in payments shall not be allowed on the project.

8. UNION RIGHT OF ENTRY

Union officials with right of entry permits where applicable under either State or Federal legislation shall report to the Leighton Project Manager's site office upon arrival on site and before entering the construction area.

9. CONSULTATION

During the construction period the Parties agree to consult on contentious issues which may have an impact on the overall delivery of the projects.

10. IMMIGRATION COMPLIANCE

The parties are committed to compliance with Australian immigration laws so as to ensure maximum work opportunities for unemployed Australian citizens and permanent residents. Subcontractors will be advised by Leighton of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by a subcontractor on either project, Leighton will act decisively to ensure compliance.

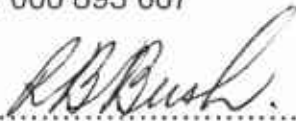
11. APPRENTICES

Leighton Contractors supports the training of apprentices in the construction industry, to this end Leighton will ensure an adequate ratio for apprentices to tradespersons is maintained during the construction period.

12. NO EXTRA CLAIMS

The Parties to this Enterprise Agreement will not make any further claims during the life of both projects defined in Clause two. Nothing in this Enterprise Agreement prevents any employer from renegotiating an enterprise agreement that expires during the life of these projects.

Signed for and on behalf of)
Leighton Contractors Pty Limited)
ACN 000 893 667)



.....
Signature

Date: 11/6/02.



Signed for and on behalf of)
Labor Council of New South Wales)
Newcastle Trades Hall Council on)
Behalf of the Unions listed in "Schedule A")



.....
Signature

Date: 13/6/02

"SCHEDULE A"

**The Construction Forestry Mining and Energy Union
(Construction and General Division)**

**The Communication Electrical Electronic Energy Information Postal
Plumbing and Allied Services Union of Australia
(Plumbing Division, New South Wales Branch)**

**The Electrical Trades Union of Australia
New South Wales Branch**

**The Automotive Food Metals Engineering
Printing and Kindred Industries Union
New South Wales Branch**

