

ENTERPRISE AGREEMENT

NO: E.A. 8 /1993

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PRICE: \$ 42-00

LEIGHTON CONTRACTORS PTY LIMITED NEWCASTLE F3 INTERCHANGE

SITE ENTERPRISE AGREEMENT

**BETWEEN:** LEIGHTON CONTRACTORS PTY LIMITED ACN 000 893 667  
of 12 Help Street Chatswood in the State of New South  
Wales ('Leighton').

**AND:** THE AUSTRALIAN WORKERS' UNION (NSW BRANCH) of 515 Kent  
Street Sydney in the State of New South Wales.

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THIS AGREEMENT dated 5<sup>th</sup> January 1993

BETWEEN: LEIGHTON CONTRACTORS PTY LIMITED ACN 000 893 667  
of 12 Help Street Chatswood in the State of New South  
Wales ('Leighton')

AND: THE AUSTRALIAN WORKERS' UNION (NSW BRANCH) of 515 Kent  
Street Sydney in the State of New South Wales

#### RECITALS

- A. This Agreement shall be known as the 'Leighton Contractors Pty Limited Newcastle F3 Interchange Site Enterprise Agreement'.
- B. The Parties to this Agreement recognise the need to create appropriate terms and conditions of employment on the Project known as the Leighton Contractors Pty Limited Newcastle F3 Interchange ('the Project').
- C. This document sets out the terms and conditions of employment that will apply on the Project. This Agreement will terminate when the Project is completed.
- D. The Agreement reflects the commitment between Leighton's Employees, The Australian Workers' Union (NSW) Branch and Leighton Contractors Pty Limited.
- E. The Parties will register this Agreement as an Enterprise Agreement under the Industrial Relations Act (NSW) 1991.
- F. The Parties to this Agreement were assisted by the Labor Council of New South Wales in settling the terms of the Agreement.

G. The Parties have agreed to work together to develop a committed, flexible and skilled work force that is focused on high productivity and safe working conditions which will be mutually rewarding to the Employer and all the Employees working on the Project.

H. CORE VALUES

The Parties have agreed to the following broad objectives:

- (a) Focus on the long term satisfaction of the Roads and Traffic Authority of New South Wales as a client.
- (b) The empowerment of individuals to make and be accountable for decisions.
- (c) A strong emphasis on teamwork.
- (d) Reward for positive contribution to the Project's specific goals.
- (h) Encouragement of innovative action and 'international best' practice on the Project.
- (i) Provide genuine consultation with all Employees.
- (j) Provide a safe work place.
- (k) Provide and maintain effective communication between all Employees.

I. An important objective for Leighton is to endeavour to provide continuous work for Employees. Leighton can only do this if it attracts new work. Leighton recognises that its Employees play a vital role in achieving new work because of their significant part in Project performance.

J. The Parties now record the Agreement reached between them.

## OPERATIVE PART

### 1. DEFINITIONS

- 1.1 'Core Weekly Hours' means 48 productive Work Team hours per seven day week.
- 1.2 'Employees' (or 'Employee') means the Leighton Employees who work on the Project and perform building and/or construction work and are eligible to be members of the Union that is a party to this Agreement.
- 1.3 'Employer' means Leighton Contractors Pty Limited.
- 1.4 'Inclement Weather Period' means any period reasonably determined by the Project Manager in consultation with at least two members of the consultative committee to be a period where the Employee cannot usefully or safely perform work because of climatic circumstances.
- 1.5 'Parties' means the organisations who have signed this Agreement.
- 1.6 'Project Manager' means the individual who is appointed by Leighton to manage the Project.
- 1.7 'Quality' means the required quality standards contained in the specifications which form part of the contract between Leighton and the Principal.
- 1.8 'Rostered Days Off' means those days which are identified by the Construction Industry Parties from time to time.
- 1.9 'Work Team' means a group of Employees with the training and experience to perform a broad range of skills in relation to a package of work on the Project.

2. TERMS AND CONDITIONS

The terms and conditions in this Agreement will apply where there are any inconsistent terms of employment under any state award which would otherwise cover an Employee.

3. RECITALS

Consideration shall be given to the Recitals in this Agreement in the application of the terms of this Agreement.

4. ROSTERED DAYS OFF

- 4.1 Each Employee will be entitled to take each alternative Rostered Day Off or another agreed day(s) off in lieu thereof during the life of the Project, provided that the first and other remaining Rostered Days Off shall be accrued. An ordinary day's pay shall be paid to each employee for each accrued day upon the termination of the employee's contract of employment or shall be offset against lost time due to inclement weather. Accrued Rostered Days Off shall only be offset under this clause where insufficient time has been made up by employees working in excess of core hours in accordance with clause 7.
- 4.2 An Employee who works on a Rostered Day Off shall not be entitled to any additional benefit other than the accrual of one day's pay at ordinary time payable upon termination or shall be offset against lost time due to inclement weather in accordance with clause 4.1.
- 4.3 If an Employee's contract of employment is terminated during the life of the Project and the Employee has accrued one or more Rostered Days Off then the Employee shall be paid upon termination the wages the Employee would have received had the Employee taken the Rostered Day Off.



5. TERMS OF EMPLOYMENT

All Employees will be paid on a weekly basis. Upon termination each Employee will be given one week's notice whilst the Employee is engaged on the Project unless the Employee is guilty of serious or willful misconduct. In such a case the Employee will be terminated immediately and no monies will be paid in lieu of notice.

6. PERIOD OF INCLEMENT WEATHER

When a Work Team cannot usefully be employed because of climatic circumstances beyond the control of the Employer, the Work Team shall be paid for that period provided the Work Team agrees to make up that time at the direction of the Employer.

7. LOST TIME DUE TO INCLEMENT WEATHER

After a period or periods of inclement weather and in order to assist the Parties to this Agreement meet the Project objectives all Employees shall work additional time beyond Core Weekly Hours to make up the lost time caused by periods of inclement weather for no additional payment. Provided that the Employees within a work Team do not have to make up lost time on more than one Sunday in each four week cycle.

8. INCENTIVE PAYMENTS SCHEME

8.1 Upon completion of the Project Leighton will pay to each Employee an incentive payment provided that:

- (a) the Project is completed within the budgeted time, cost and required quality standards; and
- (b) there were no industrial disputes during the life of the Project which resulted in any delay to the Project.

- 8.2 The incentive payment (if any) will be based on the total hours worked on the Project by each Employee multiplied by \$1.00 per hour. This incentive payment will be paid to the Employee upon completion of the Project.
- 8.3 Should the Client take any action which results in an extension of the time required to complete the Project, (other than for inclement weather), then the construction programme will be recalculated so as not to adversely affect the level of potential reward available to the Employees.
- 8.4 Leighton in achieving its goal to complete this Project on time and within cost will not compromise on the safety of its Employees or the employees of subcontractors on the Project.
- 8.5 The Parties to this Agreement and the Employees accept that:
- (a) the incentive payments scheme is isolated to this Project and does not form the basis of a claim on any other Project; and
  - (b) the incentive payments under the scheme will only accrue if the objectives referred to in clause 8.1 are achieved.

## 9. PRIVATE ARRANGEMENTS

- 9.1 The Parties to this Agreement are aware that some subcontractors may make payments to their Employees in excess of the Employee's relevant award by private arrangement.
- 9.2 The Parties to this Agreement will not seek to increase the terms of this Agreement as a result of any private arrangement and will comply with the no extra claims clause in this Agreement (clause 17).

10. SITE ALLOWANCE

It is agreed that all Leighton Employees whilst they are working on this Project shall receive an amount of 75 cents for each hour worked. The amount is not an "all purpose allowance" and is not subject to variation for the life of the Project. The site allowance is in lieu of all special rates which may be applicable to each Employee on the Project under the relevant award that covers the Employees.

11. GROSS WAGES

	Gross Weekly Wage based on 38 ordinary hours per week	Gross Weekly Wage based on 48 core hours per week
	Column 1	Column 2
	\$	\$
Construction Worker Group 2	413.06	576.11
Construction Worker Group 3	441.56	615.86
Construction Worker Group 4	453.34	632.29
Construction Worker Group 5	469.30	654.55

The weekly wage based on 48 core hours incorporates 8 hours of overtime per week (calculated at overtime rates). In addition, to the above rates of pay Employees will be paid relevant award daily fares and travelling allowances where applicable.

12. MEAL ALLOWANCE

Employees will be entitled to the relevant Award meal allowance after 2 hours overtime after completion of an ordinary 8 hour shift.

13. SUPERANNUATION

Each Employee on the Project, shall be a member (in accordance with the relevant trust deed) of one of the following superannuation schemes:

- (a) Combined Trade Union Retirement Fund;
- (b) Building Unions Superannuation Scheme;
- (c) Allied Unions Superannuation Trust (or the merged scheme of the trusts referred to in (b) and (c) of this paragraph);
- (d) Construction Employees Contributing Scheme;
- (e) Any other superannuation fund approved by the Parties to this Agreement.

14. REDUNDANCY/SEVERANCE

14.1 Leighton shall make the required contributions on behalf of each Employee to one of the following redundancy funds:

- (a) AME & CC;
- (b) CERT;
- (c) MERT; and
- (d) Any other redundancy fund or arrangement approved by the Parties to this Agreement.

14.2 If an Employee's contract of employment is terminated the Employee will receive the higher of either:

- (a) the amount contributed by Leighton into the relevant redundancy fund (or arrangement); or
- (b) the redundancy pay prescribed in the Employee's relevant award.

15. MULTI SKILLING

15.1 Employees who possess the necessary certification will perform duties which are available on the Project within their scope of training and experience as required by Leighton or as demanded from day to day on the Project. For example an Employee who is appropriately qualified should be prepared to perform duties including:

- (a) formwork labouring
- (b) formwork erection
- (c) concrete placement
- (d) steel fixing
- (e) scaffold erecting
- (f) concrete finishing
- (g) general labouring
- (h) plant operating.

15.2 Each Employee who on any day performs duties that are within a classification which has a higher rate of pay (than the Employee would otherwise receive) will receive the higher rate of pay for all of that day.

16. SUPERVISORS

The Parties agree that in order to achieve flexibility and efficiency, supervisors are to be considered members of the work team, and may perform work with the team as required.

17. NO EXTRA CLAIMS

No claims will be made in relation to the terms and conditions of employment for Employees during their employment on the Project.

18. ORDINARY HOURS

The ordinary hours of day workers shall be an average of 38 per week to be worked 8 hours per day Monday to Friday, inclusive between the hours 6.00 am to 6.00 pm. The ordinary working hours shall be worked as a twenty day four week cycle Monday to Friday inclusive with nineteen working days of eight hours each, between the hours of 6.00 am and 6.00 pm, with 0.4 of one hour on each day worked accruing as an entitlement to take the fourth Monday in each cycle as a day off paid for as though worked. The paid RDO shall be taken in accordance with Clause 4 of this agreement.

19. CORE WORK TEAM HOURS

19.1 Each Employee on the Project shall work core hours of 48 productive hours per seven day week. The Work Team Core Hours will commence and finish daily at a time determined by the Project Manager and Work Team representatives. The Core Work Team productive hours will be recorded for the Work Team and not for separate Employees.

19.2 The Core Work Team hours for an Employee shall be reduced by 8 hours in that week where the employee has taken a public holiday, sick day, a Rostered Day Off, a day of annual leave, a day of leave without pay or any other day of leave under the Employee's relevant award.

19.3 The Parties to this Agreement will give priority to reducing any delays on the Project. If any delays occur they will be recorded by the Project Manager in the Register of Delays and such delay will be discussed with the Consultative Committee from time to time.\*

19.4 Hours worked in excess of 48 hours per week

- (a) Employees in a Work Team to offset the hours lost due to inclement weather will work in excess of Core Hours. Those excess Work Team hours will be accrued from time to time and shall be used by the Employee to offset the Employee's obligations to work such hours lost as a result of inclement weather.
- (b) The hours that are accrued by each Employee as referred to in clause 19.4(a) which are in excess of those hours needed to offset lost time for inclement weather shall be paid to the Employee upon termination of employment at the rate of double time.
- (c) Employees who are required to perform duties after the completion of Core Work Team hours shall be paid at the rate of time and one half for each hour so worked up to a maximum of 12 hours per week. Hours worked beyond the 12 hours per week shall be paid for at the rate of double time and those hours will be recorded daily and paid weekly.

20. SICK LEAVE

An Employee who is absent from work on account of personal illness or on account of injury (other than when covered by Workers' Compensation) shall be entitled to paid sick leave subject to the following conditions:

- (a) the Employee shall before the commencement of such absence inform Leighton of his/her inability to attend for duty and advise Leighton of the nature of the illness or injury;
- (b) the Employee provides Leighton with a medical certificate for each period of absence on account of illness or injury including an opinion from a medical practitioner that the Employee was unable to attend for duty on account of the illness or injury;
- (c) the Employee is eligible for a maximum of ten days paid leave per year of service (commencing from the Employee's first day of employment on this project).

An Employee on sick leave will receive ordinary time only for such leave. The Employee whilst on sick leave will not receive any overtime which the Employee if he or she was working would have otherwise received under this Agreement.

21. ANNUAL LEAVE

An Employee whilst on annual leave or who is terminated and is entitled to annual leave or a payment for annual leave on termination shall be paid such benefits based only on the Employee's ordinary weekly wage referred to in Column 1, Clause 11 of this Agreement.

22. PUBLIC HOLIDAYS

An Employee will be paid in accordance with the Employee's relevant Award for a public holiday and will receive eight ordinary hours pay only for each public holiday.

23. AMENITIES

Suitable site amenities will be provided in accordance with minimum statutory requirements and Leighton's policy on amenities.



24. GRIEVANCE PROCEDURES AND DISPUTE SETTLEMENT PROCEDURES

24.1 The Parties to this Agreement agree to facilitate the constructive and speedy resolution of any issue of concern at the workplace and recognise that this commitment is critical to maintaining harmonious relations between Leighton and its Employees and to ensure that the client and Leighton achieve the completion of the job within the specified time and cost.

24.2 If an Employee has a grievance arising out of his or her employment with Leighton, the Employee may notify his Supervisor of the substance of the grievance, request a meeting with that person and state the remedy sought.

24.3 If the matter is not resolved by the Supervisor, the Employee may request that the Supervisor refer the grievance to the Project Manager.

24.4 If the matter is still not resolved the Employee may request the Project Manager to refer the grievance to the Manager - New South Wales Contracting or Manager - Industrial Relations New South Wales and the Australian Capital Territory and the relevant Union State Secretary.

24.5 All Parties must use their best efforts to resolve the grievance expeditiously and to the satisfaction of all Parties.

24.6 If the grievance is not resolved by the above process Leighton may refer the grievance:

(a) on a question, dispute or difficulty in respect of the Agreement, to the Industrial Commission of New South Wales; or

(b) on a question concerning the interpretation, application or operation of the Agreement, to the Industrial Court of New South Wales, or

- (c) if it involves Employees under a Federal Award the grievance may be referred to the Australian Industrial Relations Commission ('IRC').

25. ESTABLISHMENT OF CONSULTATIVE COMMITTEE FOR THE PROJECT

- 25.1 A Project Consultative Committee will be established and will have the following objectives:
  - (a) to examine and improve quality, efficiency, job design and planning of the Project;
  - (b) to monitor, review and report on work progress and performance on the Project against the objectives stated in clause 8.1;
  - (c) focus on performance against agreed standards of performance for different work teams;
  - (d) improve communication and co-operation between all the Parties on the site.
- 25.2 Representation on the committee shall be equally divided between appointments made by the Project Manager and appointments made by the Employees on the Project. The Project Manager and the Employees shall give special consideration to selecting committee members who have a commitment to the objectives of the Consultative Committee.
- 25.3 At least one member from each work team will be a representative on the Committee.
- 25.4 Meetings will be held fortnightly at a time to be determined.
- 25.5 Minutes of the Committee will be kept in a consultative committee minute book.

26. TRAINING

Education and training will be provided by the Company to improve workforce skills. This training will be carried out on-site from time to time to improve and expand Employees' skills.

27. SAFETY INDUCTION COURSES

Leighton will use its best endeavours to ensure that each Employee on his/her first working day on the Project shall attend an induction course which shall include site safety.

28. MEDICAL EXAMINATIONS

In addition to any pre employment examination which will be required by Leighton, Leighton may request medical examinations of Employees covered by this Agreement as required from time to time and the Employee will agree to comply on the following basis:

- (a) all costs of medical checks are to be paid by the Leighton.
- (b) Leighton is to keep records of the medical checks.
- (c) a copy of the medical report is to be forwarded to the Employee's treating doctor at the request of the Employee.
- (d) in all other circumstances information contained in the medical reports is to remain confidential.

29. ALCOHOL AND OTHER DRUGS

- 29.1 It is agreed that a person will not be allowed to work on the Project if the person is under the influence of alcohol or any other substance which impairs the Employee's work or is likely to create an unsafe working environment for the person or for Employees.

29.2 The Project Manager or his delegate may if he has a reasonable suspicion that an Employee is under the influence of alcohol or some other foreign substance, direct the Employee to leave the work site. If the Employee refuses to leave the Project, the Employee will submit himself to an appropriate test immediately.

### 30. DEMARCATION DISPUTES

30.1 It is agreed that demarcation disputes will be resolved in accordance with national demarcation Agreements between the unions involved. If one or more of the unions involved in a demarcation dispute is not a party to a national demarcation agreement then the dispute will be resolved in accordance with the ACTU demarcation dispute procedure (copies of which are attached).

30.2 All Unions agree to the Demarcation Settlement Procedures as set out hereunder.

30.3 In all demarcation disputes the union shall:

- (a) Maintain the genuine status quo that existed prior to the dispute.
- (b) The genuine status quo shall be the way the work had been allocated by the respective employer, prior to the dispute.
- (c) Ensure that no stoppage of work or other forms of industrial action occurs.
- (d) Notify the Labor Council of New South Wales, and the union that is a party to this Agreement, of any demarcation dispute. Where they are not able to be resolved directly by the unions concerned, the Labor Council will participate in any discussions or meetings convened to try to reconcile the Parties or protect members.

(e) All Parties to this Agreement agree to abide by the terms of the Demarcation Agreement which currently exists between the Australian Workers Union, the Construction Forestry Mining and Energy Union of Australia F.E.D.F.A Division and the B.W.I.U. Division.

30.4 All Parties to this Agreement reserve their right to submit matters in dispute to the relevant industrial tribunal.

31. TERM OF AGREEMENT

The term of this Agreement shall not be less than 12 months from the date first hereinbefore mentioned.

32. DURESS

The Parties declare that this Agreement was not entered into under any duress.

33. TERMINATION

Leighton may terminate this Agreement upon one week's notice to the other Parties to this Agreement where construction works cannot continue as a result of events or reasons beyond the control of Leighton.

SIGNED for and on behalf of )  
THE AUSTRALIAN WORKERS' UNION )  
(NSW BRANCH) in the presence )  
of )

*E Eob*

*R Morgan*  
.....  
Signature of witness

*Ernest Charles Eob*  
.....

*ROBERT JOHN MORGAN*  
.....  
Name of witness (print)

*5<sup>th</sup> January 1993*  
.....  
Dated

SIGNED for and on behalf of )  
LEIGHTON CONTRACTORS PTY LTD )  
ACN 000893 667 )  
in the presence of )

*[Handwritten signature]*  
.....  
Signature of witness

*T. Hutchison*  
.....  
Name of witness (print)

*[Handwritten signature]*  
.....  
*5th January 1993*  
.....  
Dated