

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/322

TITLE: Walsh Bay Redevelopment Project Agreement

I.R.C. NO: IRC02/5428

DATE APPROVED/COMMENCEMENT: 11 October 2002/1 July 2002

TERM: Duration of project

NEW AGREEMENT OR VARIATION: Varies EA99/208

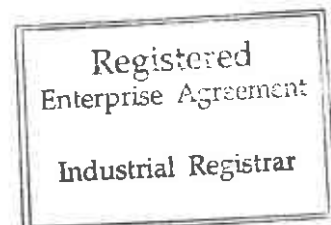
GAZETTAL REFERENCE: 22 November 2002

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all on-site construction work associated with the redevelopment of Walsh Bay

PARTIES: Transfield Mirvac Partnership -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union, Transport Workers' Union of Australia, New South Wales Branch



Walsh Bay

Registered
Enterprise Agreement
Industrial Registrar

Redevelopment

Project Agreement

Consolidated copy as at
11th October 2002

Registered
Enterprise Agreement
Industrial Registrar

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1. INTRODUCTION & INTENT

This Agreement represents the agreement reached between the Transfield Mirvac Partnership and the Labor Council of New South Wales, and the unions set out in Clause 2 of this Agreement.

The parties to this Agreement understand and accept that this project will be a phase by phase project which is dependent upon the presale of residential premises in order to provide a sufficient level of finance to develop the project in accordance with Government and Commercial requirements. Therefore, there is no fixed timetable to commence each phase. It is envisaged that the total project will be developed over the next 4-5 years.

The project will be developed by the Transfield Mirvac Partnership using a combination of direct labour of the Partnership, contractors and subcontractors. The parties to this agreement are committed to achieving real gains in productivity and efficiencies without the reduction of health and safety standards. The disputes avoidance and settlement procedure set out in this Agreement will be strictly adhered to.

The intent of this Agreement is to provide a project based enterprise agreement that complies with the New South Wales Government's Code of Practice for the Construction Industry and the legal and contractual requirements of the Transfield Mirvac Partnership.

2. PARTIES

The parties to this Agreement are

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- In this Agreement, "Transfield Mirvac Partnership" hereinafter referred to as "Managing Contractor" means Transfield (Walsh Bay) Pty Limited ACN 080 368 056 of Level 28, 1 Macquarie Place Sydney, Mirvac (Walsh Bay) Pty Limited ACN 077 687 186 of Level 4, 99 Forbes Street, Woolloomooloo and Walsh Bay Finance Pty Limited ACN 079 751 894 of Level 28, 1 Macquarie Place Sydney.
- Labor Council of New South Wales on behalf of:
 - Australian Workers Union, New South Wales
 - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch
 - The New South Wales Plumbers and Gasfitters Employees Union
 - Electrical Trades Union of Australia, New South Wales Branch
 - Construction, Forestry, Mining and Energy Union, New South Wales Branch
 - Transport Workers Union of Australia, New South Wales Branch

3. SCOPE OF AGREEMENT

This Agreement shall apply to all on-site construction work associated with the Redevelopment of Walsh Bay. It is intended that this includes the following:

Phase A	Pier 6/7 (Includes Shore Apartments 6/7 & 8/9)
Phase B	Pier 8/9
Phase C	Towns Place North
Phase D	Towns Place
Phase E	Theatre & Bond Store 3
Phase F	Bond Store 4 East Apartments
Phase G	Pottinger Street & Parbury Lane House
Phase H	Towns Place East
Phase I	Pier 2/3
Phase J	Shore Apartments 2/3 and 4/5
Phase K	Bond Store 1
Phase L	Bond Store 2
Phase M	Roads, Public Realm & Bridges
Phase N	Moorings (including Ferry Stop)
Phase P1	Additional Government Works
Phase P2	Additional Government Works
Phase P3	Additional Government Works



These phases are individual stand-alone sites, which will be self contained in all aspects. Refer to attached phase diagram. Each site phase will be fenced off to provide a clear definition of the phase. The site will have appropriate amenities, first aid facilities, occupational health and safety committee and administration. All employees will undergo a site specific induction session tailored to address the needs of each phase. This agreement provides for an agreed dispute settlement procedure, which will be strictly followed within each phase without affecting any other phase or the project as a whole.

This Project Agreement shall apply to employee transport workers employed under an award who are required to work on the Project for 2 hours or more per day.

4. PERIOD OF OPERATION

This Agreement shall operate on and from 4 June 1999 and shall remain in force for the duration of the project. Subject to unanimous agreement between the Union parties to this Agreement, the said Unions may seek a variation of the wage rates and allowances provided for in this Agreement. Such variation shall be by way of application to the Industrial Relations Commission of New South Wales and shall be lodged no earlier than three (3) years from the date of approval.

This review by the Industrial Relations Commission of New South Wales will take into account, among other matters, the adherence to the commitments made by the parties to this agreement in particular:

- adherence to the Project Dispute Resolution procedure;
- efficiencies achieved in work practices as they relate to improvement in delivery time and productivity;
- the quality and workmanship achieved in the finished product.

The Labor Council of New South Wales shall advise the Managing Contractor in writing as to the Unions intentions.

5. PROJECT MONITORING COMMITTEE

The Parties will establish a Project Monitoring Committee as a further means to ensure optimum employee/employer relations are maintained on the Project. The Project Monitoring Committee will consist of equal representation of the Partnerships, the Labor Council of NSW and Unions.

The Project Monitoring Committee will provide a forum at which the parties can communicate matters concerning the project, review compliance to the Dispute Resolution procedure and formulate and agree criteria to measure the progress of the project. This will entail a review of the construction progress compared to the projects program, and information gathered within the Quality Assurance Program relating to performance standards set.

All parties attending Monitoring Committee meetings shall co-operate to ensure the intents expressed in this agreement are maintained at all times.

It shall not be used as a means of replacing or substituting any of the provisions of Clause 12, Project Dispute Resolution, of this agreement.

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6. CONTRACTOR ENTERPRISE AGREEMENTS

This Agreement is intended to underpin the terms and conditions of existing Enterprise/Certified Agreements of companies performing on-site construction work on the project. Its primary purpose is to provide a framework for the Managing Contractor and its contractors and subcontractors to manage those issues on the project which affect or may affect more than one contractor. In addition it will provide minimum standards of conditions for employees working on the project.

Employees of contractors working on the project should receive a minimum payment of \$2.00 an hour worked as an enterprise agreement allowance, which is in lieu of all special rates found in the relevant parent awards applicable to employees working on the project ie. Clause 12 of NBCI Award and Clause 5 of General Construction Award. This payment is not in addition to similar allowances found in contractor specific enterprise agreements.

Enterprise/Certified Agreement means an agreement registered or certified or in the process of being registered under either the New South Wales Industrial Relations Act 1996 or the Workplace Relations Act 1996, between contractors/subcontractors and their employees.

7. INDUSTRY CONVENTION

The Parties are aware of the convention of some Contractors making payments or providing conditions to their Employees in excess of the relevant awards or Enterprise Agreements by private treaty for incentive purposes or for the purpose of attracting labour.

The Parties agree that they will not seek to change the terms of this Agreement as a result of private treaty as described above nor will they seek redress from any Contractor.

8. PROJECT PRODUCTIVITY INCENTIVE PAYMENT

Amended 11 October 2002.

In recognition of the productivity, flexibility and efficiency gains which will be made on the project, a Project Productivity Incentive will be paid of \$2.50 per hour worked. From 1st July until project completion. This allowance recognises the unique and special nature of the various phases of the project, and the requirement to work safely over and around water in a significant historical environment.

In return for the Project Productivity Incentive Payment the parties to this agreement are committed to ensuring that:

- The terms and conditions of this agreement will lead to real gains in overall project productivity and workplace efficiencies.
- Occupational Health and Safety procedures will be strictly adhered to.
- The Project Dispute Resolution procedure will be followed and adhered to,

while the Parties will avoid any action which might disrupt the continuity of production or reduce the effectiveness of this agreement. The Parties will work together to ensure compliance with the works program.

- A culture is promoted for delivering a project of the highest quality workmanship, which will provide valuable community assets to the people of New South Wales, and high-quality product for the purchasers of residential properties.

The parties will identify and adopt measures that will lead to continuously improving the efficiency of all workplace functions. This will be achieved by adopting efficient safe work practices and an active safety program, developing employee's skills consistent with the productivity and flexibility requirements of the work to be completed, combining effective grievance resolution with good management practices.

9. INCLEMENT WEATHER

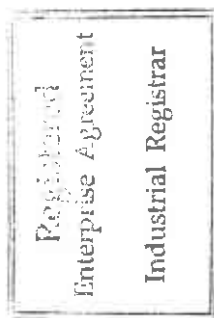
Nothing in this Clause is intended to interfere with any existing arrangement between a Contractor/Subcontractor and its Employees in respect of inclement weather. The Parties intend to minimise lost time due to inclement weather and the purpose of this Clause is to establish common procedures so that the welfare and safety of Employees are respected and where safe to do so, work can continue in an orderly fashion during periods of inclement weather. Employees who normally work in exposed work areas accept that during periods of inclement weather, work in undercover work areas may not be available to all Employees of a particular Contractor and if this is so, that some Employees will be required to work and some will be required to wait until the inclement weather clears. A fundamental obligation of each employee during periods of inclement weather is to remain on the Project and be available for work, until directed otherwise by his/her Contractor.

10. INDUCTION COURSE

All employees, contractors and subcontractors engaged on the project shall attend a Project Induction Course prior to commencing on site and at other times as required by the Managing Contractor.

The program shall include:

- Introduction to the Project and specifically the phase of the project the employees will be engaged on.
- Familiarisation with and an understanding of the terms and conditions of this Project Agreement and how it interacts with contractor specific enterprise agreements and the maintenance of their integrity.
- The commitments the parties have made in relation to the adherence to the Project Dispute Resolution procedure, the Project Safety Standards and requirements and location of the first aid facility.
- An outline of any specific requirements that each Project phase may require adherence to.



11. HEALTH AND SAFETY

11.1. Safety Plans

The parties encourage and support proactive management of Health and Safety.

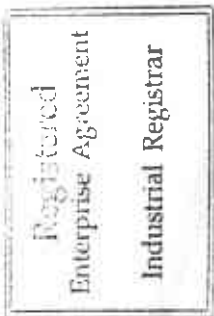
The Contractors and Subcontractors who are contracted to carry out work in any phase shall submit their safety management plan to the Managing Contractor. The Managing Contractor expects and actively encourages Contractors and Subcontractors to include in their Health and Safety plan:

- expression of management commitment to health and safety;
- outline of Employee involvement;
- evidence of work practice analysis;
- evidence of worksite analysis;
- hazard identification, prevention and control;
- evidence of worker induction;
- evidence of appropriate rehabilitation policies and procedures;
- evidence of efficient maintenance of records (compliance verifications).

When an Employee becomes aware of an unsafe situation, that Employee must inform their immediate supervisor. The Employee shall not enter into an unsafe situation under any circumstances. Where an Employee has a reasonable concern about an imminent risk to their health and safety the Employee shall cease work considered unsafe but shall comply with a reasonable request from their Employer to perform other available work which is safe for the employee to perform. Work shall continue in all work areas not affected by unsafe work.

11.2. First Aid

- At least one person appropriately qualified in First Aid, shall be present on each phase at all times while construction work is underway.
- First aid stations shall be situated within each phase
- Each Contractor will ensure at least one of its Employees holds a first aid certificate to address minor injuries and provide assistance for more serious injuries.



12. PROJECT DISPUTE RESOLUTION

The Parties are committed to ensuring the Project is completed on time and within budget. One of the aims of this Agreement is to prevent any lost time in the event of a dispute and to achieve prompt resolution.

To achieve this aim the following stepped processes will be implemented for any dispute arising within a phase on the Project.

- Discussion between those directly affected;
- Discussion between site management representatives of the relevant Employers and those directly affected;
- Discussion between those directly affected, site management representatives of the relevant Employer, the appropriate union representative and the Managing Contractor;
- Discussion between the Managing Contractor, Project representatives of the relevant Employer and the appropriate union representative;
- Discussion between senior management of the Managing Contractor, the relevant Employer, representatives of the Labor Council and the appropriate union representative;
- Work shall continue without interruption or dislocation or delay during discussions and resolution of disputes;

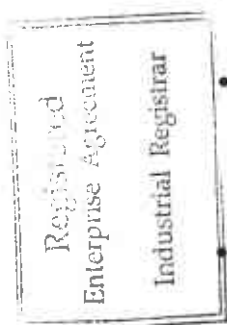
If the dispute is not resolved after above steps the Managing Contractor or the union may notify the dispute to the Industrial Relations Commission of New South Wales and request that the Commission resolve the dispute pursuant to its powers set out in the New South Wales Industrial Relations Act 1996.

The parties agree that demarcation disputes are best resolved between the Unions concerned and prior to work commencing on a particular phase. Where this is not possible the dispute should be referred without delay to the Disputes Committee of the Labor Council of New South Wales for determination. Resolution of such disputes shall be achieved without interruption or dislocation or delay of the work in question.

13. SUPERANNUATION

Amended 11 October 2002

Each contractor shall comply with its award, or Enterprise Agreement and legislative obligations in respect of superannuation, except that the minimum weekly contribution for all employees shall be \$90 per week from 1st July 2002.



14. REDUNDANCY

Amended 11 October 2002.

Each Contractor shall comply with its award obligations or Enterprise Agreement provisions in respect of redundancy, except that the minimum weekly contribution for all employees shall be \$56 per week from 1st July 2002 increasing to \$61 per week from 1st January 2003.

15. NO EXTRA CLAIMS

The Unions will not make any extra claim in respect of matters covered by this Agreement during the term of this Agreement.

16. RIGHT OF ENTRY

Union officials empowered with a right of entry will notify the Managing Contractor's Representative or nominee of their presence on the Project before proceeding to any Phase.

17. NOT A PRECEDENT

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

18. APPRENTICES

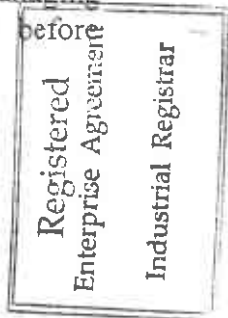
Each Contractor who undertakes trade work on-site will employ apprentices to work on-site in the ratio of one apprentice for each four tradespersons performing work on-site for that Contractor.

19. TOP UP INSURANCE AND 24 HOUR PERSONAL ACCIDENT COVER

Each employee shall be provided with both top-up insurance and 24 hour personal accident insurance. Benefits afforded by such cover shall be equivalent to the benefits provided by Coverforce Insurance Administrators Pty Ltd (ACN 067 079 261) under that company's Coverforce Top Up Accident Scheme. Each contractor shall have the discretion after consultation to effect the policy with any company provided that the policy allows for equivalent benefits.

20. SUB- CONTRACTING

Transfield Mirvac Partnership acting in the capacity of Managing Contractor or Contractor shall have the discretion to engage one or more Employers in a particular trade, discipline or package of work.. The Managing Contractor may let a 'package' of work to another 'head' contractor who will in turn then engage other Employers as Sub-Contractors, subject at all times to compliance with legal and contractual requirements including this agreement.



20A UNION RIGHTS

Amended 11 October 2002

The Parties to this agreement acknowledge the right of employees to be active union members and respect the right of the union to recruit and represent members. The Parties to this agreement also acknowledge that good communication between the union official, the delegate and the union members can be an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion.

Workplace Delegates

DEFINITION

In this clause the expression "delegate" means an employee who is accredited by the Union to represent his employer's workforce on the Walsh Bay project.

Rights of the Delegate

- (a) The Parties acknowledge it is the sole right of the Union and its members to elect a delegate, and that delegate shall be recognised as the authorised representative of the Union at the site.
- (b) The delegate shall have the right to approach or be approached by any employee of an employer to discuss industrial matters with that employee during normal working hours.
- (c) The delegate shall have the right to reasonably communicate with members of the Union in relation to industrial matters without impediment by an employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an employer:
 - Moving a delegate to a workplace or work situation which prevents or significantly impedes communication with members;
 - Changing a delegate's shifts or rosters so that communication with members is prevented or significantly impeded;
 - Disrupting duly organised meetings.
- (d) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members;
 - At all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;
 - Regarding the introduction of new technology and other forms of significant workplace change;
 - Regarding career path, reclassification, training issues and to initiate discussions and negotiations on any other matters affecting the employment of members;

In recognition of the spirit of co-operation the delegate must use all reasonable efforts to communicate with union members at such times and in such a manner as will avoid or minimise disruption to the progress of work on site.

- (e) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, and without limiting the generality of that entitlement is entitled to be involved in representing members;
- At all stages in the negotiation and implementation of enterprise agreements or awards or other industrial instruments;
 - Regarding the introduction of new technology and other forms of significant workplace change;
 - Regarding career path, reclassification, training issues; and to initiate discussions and negotiations on any other matters affecting the employment of members;
 - To ensure that members on site are paid their correct wages, allowances and other lawful entitlements;
 - To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.
- (f) In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegate shall be afforded the following rights;
- The right to reasonable communication with other delegates, union officials and management in relation to industrial matters, where such communication cannot be dealt with or concluded during normal breaks in work;
 - There shall be no deduction to wages were the Union reasonably requires a delegate to attend any Court or Industrial Tribunal proceedings relating to Industrial matters at the Walsh Bay project.
 - Where already available on the site, access to a word processor, photocopier, facsimile machine, telephone and e-mail facilities;
 - Up to a maximum of (10) days paid time off work per annum to attend relevant training courses approved by the Union.

Union Membership

Properly accredited officials and workplace representatives of the union shall have the right to be provided with reasonable access to employees to promote union membership to them.

Registered Enterprise Agreement Industrial Registrar
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20B IMMIGRATION COMPLIANCE

Amended 11 October 2002

The parties are committed to compliance with Australian immigration law so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Contractors will be advised by the managing Contractor of the importance of immigration compliance. Where there is reasonable concern that illegal immigrants are being engaged by an employer on the Project, the Managing contractor will act promptly to obtain compliance.

Employers are required prior to employees commencing work on-site to check the legal right of employees to work. The authorisation form attached to this agreement as per Annexure A will assist in providing evidence of the employee's legal status.

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ANNEXURE A

Authority to obtain from DIMA details of immigration status

I. _____
[Family Name] [Given Name]

Date of Birth: / / Nationality: _____

Visa Number: _____ Passport Number _____

Authorise the Department of immigration and Multicultural Affairs (DIMA) to release by fax to _____ [Name of Employer representative]

Details of my immigration status and entitlement to work legally in Australia.

This information will only be made available to the employer of the above-mentioned person, a representative of a principal contractor and authorised trade union officer on request.

I also understand the above-named will only use this information for the purpose of establishing and verifying only my legal entitlement to work in Australia and for no other purpose.

Signed: _____ Dated: _____

Name of employer: _____

Phone: _____ Fax: _____

Please send or fax this form to:
The Department of Immigration and Multicultural Affairs
Phone: (02) 9258 4730 Fax: (02) 9258 4763



21. SIGNATORIES

Transfield Mirvac Partnership

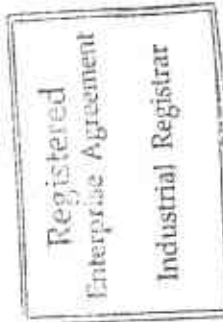
[Signature]
Mirvac Aus.

Signature ROBERT G. McFEEFER

Signature Gavin Douglas Morton Carrier

Witness A. Kendall

Dated this _____ day of _____ 2002.



Labor Council of New South Wales

John Robertson

Signature [Signature]

KELLY LANG

Witness K.A. Lang, JP

Dated this Twenty second day of August 2002.

Australian Workers Union, New South Wales

Russ COLLISON

Signature R. K. Collison

[Signature]

Witness

Dated this 19th day of September 2002.

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

PAUL BASTIAN

Signature [Signature]

ALISON PETERS

Witness Alison Peters

Dated this Second day of September 2002.

The New South Wales Plumbers and Gasfitters Employees Union

[Signature] Signature
McDonoughue Witness

Dated this 24 day of September 2002.

Electrical Trades Union of Australia, New South Wales Branch

B. P. L. Signature
McDonoughue Witness

Dated this 19th day of September 2002.

Construction, Forestry, Mining and Energy Union, New South Wales Branch

Andrew Perry Signature
[Signature] Witness

Dated this 30th day of August 2002.

Transport Workers Union of Australia, New South Wales Branch

W. J. M. Acting Secretary Signature
McDonoughue Witness

Dated this 18th day of September 2002.

