

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/11

**TITLE:** Eastern Distributor - ETU Enterprise Agreement 2005-2008

**I.R.C. NO:** IRC5/6853

**DATE APPROVED/COMMENCEMENT:** 9 January 2006 / 1 October 2005

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**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** 20 January 2006

**DATE TERMINATED:**

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to employees employed by Leighton Services Australia Pty Limited, located at 43 Bourke Street, Woolloomooloo NSW 2011, classified as Electronics Technician engaged in the operations and maintenance work associated with the Eastern Distributor, who fall within the coverage of the Eastern Distributor ETU Consent Award 2002.

**PARTIES:** Leighton Services Australia Pty Limited -&- the Electrical Trades Union of Australia, New South Wales Branch

# **EASTERN DISTRIBUTOR – ETU – ENTERPRISE AGREEMENT 2005 – 2008**

## **CONTENTS**

### **Clause No. Subject Matter**

1. Title
2. Date of Operation
3. Joint Statement
4. Interaction Between Part A of this Agreement and Part B of This Agreement
5. No Duress
6. No Extra Claims

### **PART A**

#### **Ordinary Working Arrangements**

1. Title
2. Commencement
3. Introduction
4. Commitment
5. Contract of Employment
6. Duties
7. Hours of Work and Entitlements
8. Overtime
9. Rest Pauses
10. Paid Meal Break
11. Wage Increases
12. Electronic Funds Transfer
13. Restrictive Work Practices
14. Technological Change
15. Superannuation
16. Annual Leave
17. Sick Leave
18. Long Service Leave
19. Jury Service
20. Personal/Carer's Leave
21. Parental Leave
22. Bereavement Leave
23. Occupational Health And Safety
24. Clothing
25. Medical Examinations
26. Training
27. Alcohol and other Drugs
28. Probationary Period
29. Union Procedure
30. Dispute Settlement Procedures
31. Anti-Discrimination

### **PART B**

#### **Flexible (12 Hour) Shift Arrangements**

1. Title
2. Commencement
3. Introduction

4. Commitment
5. Contract of Employment
6. Duties
7. Hours of Work and Entitlements
8. Overtime
9. Rest Pauses
10. Paid Meal Break
11. Wage Increases
12. Electronic Funds Transfer
13. Restrictive Work Practices
14. Technological Change
15. Superannuation
16. Annual Leave
17. Sick Leave
18. Long Service Leave
19. Jury Service
20. Personal/Carer's Leave
21. Parental Leave
22. Bereavement Leave
23. Occupational Health and Safety
24. Clothing
25. Medical Examinations
26. Training
27. Alcohol and other Drugs
28. Probationary Period
29. Union Procedure
30. Dispute Settlement Procedures
31. Anti-Discrimination

APPENDIX A - Ordinary Rates of Pay

APPENDIX B - Signatories

**1. Title**

This Agreement shall be known as the Eastern Distributor - ETU - Enterprise Agreement 2005 - 2008 ('Agreement').

**2. Date of Operation**

- 2.1 This Agreement shall commence on 1 October 2005. Its nominal term will be three years.
- 2.2 This Agreement prevails over, and shall be read to the exclusion of the Eastern Distributor ETU Consent Award 2002 published 21 January 2005 (348 I.G. 19), as varied.

**3. Joint Statement**

- 3.1 This Agreement is between Leighton Services Australia Pty Limited ('Employer'), and the Electrical Trades Union of Australia New South Wales Branch, (the 'Union'), acting on behalf of the Employees employed under this Agreement, who are eligible to be members of the Union and who are engaged to work on the Eastern Distributor.
- 3.2 This Agreement shall apply to the employment by the Employer of Employees classified as Electronics Technician required for the operations and maintenance work associated with the Eastern Distributor.

**4. Interaction Between Part A of this Agreement and Part B of this Agreement**

- 4.1 Part A and Part B of this Agreement are independent of each other. Each Part, when read together with this Introduction and Appendix A, sets out exclusively the terms and conditions of Employees to whom

that Part applies. Only one of either Part A or Part B of this Agreement will apply, at any particular time, to an Employee employed under this Agreement.

Despite this, certain clauses of Part A of this Agreement are incorporated by reference, with some modifications, into Part B. However, unless expressly incorporated by reference, no clause of Part A will apply to an Employee to whom Part B applies, and vice versa.

4.2 Part A of this Agreement applies to:

- those Employees engaged to work as Electronics Technicians as Day Work Employees (as defined in Part A);
- and those Employees engaged to work as Electronics Technicians as Casual Employees (as defined in Part A).
- Part B of this Agreement applies to full-time and part-time Employees engaged to work as Electronics Technicians on shift work. The Employer reserves the right to engage permanent Employees of these classifications to work Day Work (as that term is defined by Part A) under the terms of Part A.

4.3 If the Employer no longer requires an Employee of one of these classifications to work Day Work (as that term is defined by Part A of this Agreement) under Part A, the Employee may be directed by the Employer to commence Shift Work (as that term is defined by Part B), and therefore, from the date that the Employee commences Shift Work, Part B will apply to the Employee.

Further, if the Employer and an Employee to whom Part B of this Agreement applies agree, the Employee may cease Shift Work (as that term is defined by Part B) and work Day Work (as defined by Part A), in which case Part A shall apply to the Employee. If there is no agreement, the Employee shall continue to be engaged according to the terms of Part B.

## **5. No Duress**

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

## **6. No Extra Claims**

Neither the Union, nor any Employee employed under this Agreement, shall make any claim against the Employer for any increase in rates of pay or allowances or make any other claim during the life of the Agreement.

# **PART A - ORDINARY WORKING ARRANGEMENTS**

## **1. Title**

The short title of this part of the Agreement shall be Part A.

## **2. Commencement**

Part A shall apply to Employees engaged under its terms from the date that the Agreement commences.

## **3. Introduction**

3.1 Definitions

'Afternoon Shift' means a Shift which starts between 1.00pm and 9.00pm.

'Agreement' means the Eastern Distributor – ETU – Enterprise Agreement 2005 - 2008.

'Casual Employee' means an Employee who is employed and paid by the hour with a minimum guarantee of 3 hours work each Shift and whose employment terminates at the end of each Shift.

'Client' means the company to which the Employer contracts to operate and maintain the Eastern Distributor.

'Continuous Shift Work' means work undertaken on the basis of a continuous rotating Shift Roster.

'Continuous Shift Work Employee' means a Full Time or Part Time Employee engaged to work or working Continuous Shift Work.

'Control Centre' means the Eastern Distributor operation, maintenance and administration building located at 43 Bourke Street, Woolloomooloo.

'Day Shift' means a Shift that starts between 5.00am and 1.00pm.

'Day Work' means work undertaken between the hours of 6.00am and 6.00pm Monday to Friday that is not part of a Shift Roster.

'Day Work Employee' means an Employee who works Day Work.

'Eastern Distributor' means the motorway from the Cahill Expressway near the Domain Tunnel, to Southern Cross Drive near Link Road, Rosebery and the areas adjacent nominated as 'Maintenance Areas' in the contract between the Client and the Employer.

'Electronics Technician' means an Employee whose duties are defined in Clause 6.1

'Employee' means a person engaged by the Employer under the terms of this Part A for the job classifications covered by this Part A and includes Full Time, Part Time and Casual Employees.

'Employer' means Leighton Services Australia Pty Limited.

'Full Time Employee' means an Employee employed to work an average of thirty eight hours per week.

'Holiday' means the Union's Picnic Day, being the first Monday in December of each year or any other date agreed between the Union and the Employer (provided that a picnic is held) and the following Public Holidays and any other Public Holiday proclaimed under the relevant legislation from time to time.

New Year's Day	Anzac Day
Australia Day	Queen's Birthday
Good Friday	Labour Day
Easter Saturday	Christmas Day
Easter Monday	Boxing Day

'Motorway Manager' means the person appointed by the Employer to manage the operation and maintenance of the Eastern Distributor.

'Night Shift' means a Shift which starts between 9.00pm and 5.00am.

'Ordinary Hours' means hours which form part of the Ordinary Weekly Hours and which are paid at the Ordinary Time Rate of Pay.

'Ordinary Weekly Hours' means for:

- (a) Day Work Employees who are:
  - (i) Full Time - 38 hours per week to be worked 7.6 hours per day (not including any Paid Meal Break) Monday to Friday inclusive between 6.00am and 6.00pm; or

- (ii) Part Time - An amount of regular hours between 15 and 37 hours per week to be worked between 3 and 7.6 hours per day (not including any Paid Meal Break) Monday to Friday inclusive between 6.00am and 6.00pm; and
- (b) Shift Work or Continuous Shift Work Employees who are:
  - (i) Full Time - 38 hours per week when averaged over the Shift Roster Cycle to be worked 7.6 hours per Shift (not including any Paid Meal Break); or
  - (ii) Part Time - An amount of regular hours between 15 and 37 hours per week to be worked between 3 and 7.6 hours per Shift (not including any Paid Meal Break).

'Ordinary Time Rate of Pay' means the hourly rate of pay for each classification as set out in 'Appendix A'.

'Overtime' means hours worked by an Employee in excess of 7.6 Ordinary Hours per day (for Day Work), or 7.6 Ordinary Hours per Shift (for Shift Work and Continuous Shift Work), as the case may be.

'Paid Meal Break' means a break taken in accordance with clauses 10.1 and 10.2 of this Part A that does not form part of an Employee's Ordinary Hours or Ordinary Weekly Hours and is paid in accordance with clauses 10.3 and 10.4.

'Parties' means the Employer, the Union and the Employees.

'Part Time Employee' means an Employee employed on a part-time basis as defined in Clause 7 of this Part A.

'Premises' means all the land on which the Eastern Distributor is located.

'Redundancy' occurs when an Employee's position ceases to exist and may be caused by a variety of reasons, including, among others, technological change, loss of business or economic downturn.

'Roster' means a schedule determining the hours of work of Full Time, Part Time or Casual Employees whether Day Work Employees, Shift Work Employees or Continuous Shift Work Employees.

'Shift' means the work hours of a Full Time, Part Time or Casual Employee in any one day.

'Shift Roster' means a schedule determining the hours of work of Shift Work Employees or a schedule determining the hours of work of Continuous Shift Work Employees, as the case requires.

'Shift Roster Cycle' means the period over which a Shift Work Employee or a Continuous Shift Work Employee completes one full cycle of Shift Work or Continuous Shift Work, respectively.

'Shift Work' means work regulated by a Shift Roster that is not Continuous Shift Work.

'Shift Work Employee' means a Full Time, Part Time or Casual Employee engaged to work or working Shift Work.

'Supervisor' means a person engaged by the Employer on a salary basis to supervise the work of Employees.

'Union' means the Electrical Trades Union of Australia New South Wales Branch.

### 3.2 Location

The Employees will be based at the Control Centre or at other locations on or adjacent to the Eastern Distributor as required by the Employer from time to time.

### 3.3 Aims

The Parties have agreed to work together to develop a committed and skilled work force that is focused on high productivity and safe working conditions.

In particular the Parties have agreed to the following specific objectives:

- (a) to provide a safe and healthy work place, adhere to and regard as a minimum standard State or National Occupational Health and Safety Standards and Codes of Practice;
- (b) to empower individuals to make and be accountable for decisions;
- (c) to promote a strong emphasis on teamwork;
- (d) to encourage innovative action by Employees;
- (e) to focus on the long term satisfaction of the Client and improvement of the quality of service to the public;
- (f) to provide and maintain effective communication and genuine consultation between the Parties;
- (g) to provide appropriate training to Employees;
- (h) to ensure that the Eastern Distributor remains open and tolls are collected 24 hours per day, each day of the year.

## 4. Commitment

The Parties are committed to ensuring that:

- (a) this Part A leads to real gains in productivity and workplace efficiencies, without any reduction in health and safety standards;
- (b) all requirements of this Part A and the Agreement are observed;
- (c) no further increases or decreases in any conditions, including but not limited to rates of pay, to those provided for in this Part A will be claimed or paid during the life of this Part A;
- (d) stoppages of work or other forms of industrial action will not occur at any time.

## 5. Contract of Employment

5.1 Each Employee shall be employed on either a full-time, part-time or casual basis under the following classification:

Electronics Technician

Full-time and Part-time Employees employed in the classification of Electronics Technician will not work Shift Work or Continuous Shift Work under the terms of this Part A. Part B of this Agreement contains the terms which apply to full-time and part-time Employees of these classifications who do not work Day Work.

Full-time and Part-time Employees will be given a minimum period of notice for termination as specified in the *Workplace Relations Act 1996*.

An Employee's employment may be terminated by the Employer without notice for serious and wilful misconduct. In such circumstances wages shall only be paid up to the time of dismissal.

The Employer may deduct payment for any Shift or part thereof where an Employee is absent from duty without reasonable cause.

- 5.2 It is a fundamental requirement of employment that Employees have to deal with the public and provide friendly, courteous service at all times. Employees shall be required to present a neat appearance to the public at all times and to be punctual and diligent in commencing times for shifts.
- 5.3 Continuous Shift Work Employees and Shift Work Employees will be required to work regularly on Saturdays, Sundays and Holidays to cover all operations of the Eastern Distributor twenty four hours per day, seven days per week, fifty two weeks per year.
- 5.4 All Employees may be required to work a reasonable amount of Overtime from time to time as directed by the Motorway Manager to meet the demands for the operation and maintenance of the Eastern Distributor.
- 5.5 Electronics Technicians will be subject to video surveillance from time to time.
- 5.6 Redundancy

Clause 5.6 shall not apply to Casual Employees.

In the event of an Employee's position becoming redundant, the Employer will apply the *Employment Protection Act 1982 (NSW)* as amended from time to time.

The Employment Protection Act provides for the following scale of severance payments in respect of a continuous period of service:

- (a) If an Employee is under 45 years of age, the Employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 Weeks Pay
2 years and less than 3 years	7 Weeks Pay
3 years and less than 4 years	10 Weeks Pay
4 years and less than 5 years	12 Weeks Pay
5 years and less than 6 years	14 Weeks Pay
6 years and over	16 Weeks Pay

- (b) Where an Employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 Weeks Pay
2 years and less than 3 years	8.75 Weeks Pay
3 years and less than 4 years	12.5 Weeks Pay
4 years and less than 5 years	15 Weeks Pay
5 years and less than 6 years	17.5 Weeks Pay
6 years and over	20 Weeks Pay

In this clause, "Weeks Pay" means:

- (i) for a Full Time Employee, the applicable Ordinary Weekly Rate of Pay for the Employee's classification as set out in "Appendix A" at the date of termination; and



- (ii) for a Part Time Employee, the amount equal to the Part Time Employee's Ordinary Weekly Hours multiplied by the applicable Ordinary Hourly Rate of Pay for the Employee's classification as set out in "Appendix A" at the date of termination.

## **6. Duties**

### **6.1 Electronics Technician**

The duties of an Electronics Technician include, but are not limited to:

conducting routine maintenance, inspection and reporting on electrical and mechanical equipment, including tolling equipment;

calibration and setting up of equipment and instrumentation;

other maintenance duties as directed;

monitoring and operation of Motorway control systems;

attendance at emergencies and incidents as directed:

advising and directing drivers and other persons in matters relating to traffic movements; and

other duties within the Employee's skills and training as directed.

### **6.2 Electronics Technician's Accreditation Allowance**

- (a) An Electronics Technician is required to possess certain accreditation, etc., such as High Voltage accreditation, as a condition of employment. The accreditation, etc., required of an Electronics Technician shall be such as is required by law, along with any other accreditation, etc., as determined by the Employer. Any such accreditation, etc., must be relevant to the position of an Electronics Technician. A failure to obtain or retain the required accreditation, etc., will jeopardise continued employment and/or the payment of the allowance set out below.
- (b) After the successful completion of the probationary period as set out in clause 28 of Part A of this Agreement, each Electronics Technician shall be entitled to an Accreditation Allowance of \$0.70 per hour worked, in recognition of the accreditation, etc., required of an Electronics Technician. This allowance shall only be paid for hours worked, does not attract any premium or penalty and will not be increased during the life of this Agreement
- (c) Where the Employer determines that certain accreditation, etc., is required of an Electronics Technician, the Employer shall provide the necessary training in order for the Electronics Technician to obtain or retain such accreditation, etc. Training provided pursuant to this clause shall be paid as time worked.
- (d) Any Electronics Technician who fails to undergo the Employer provided training, as set out in (c) above, shall cease to be entitled to the Accreditation Allowance.
- (e) Nothing in this clause shall remove the right of the Employer to terminate the employment of a Electronics Technician who fails to obtain or retain the accreditation, etc., required as a condition of employment.

## **7. Hours of Work and Entitlements**

Most Employees will normally be engaged on Shift Work or Continuous Shift Work (except for Employees employed as Electronics Technicians pursuant to Part B of this Agreement), but may be required to work Day Work from time to time. The Motorway Manager shall determine the starting and finishing times for all Employees.

For the purposes of determining the application of shift allowances and allowances for work on Saturday, Sunday and Holidays the following shall apply:

- (i) Saturday commences at midnight Friday night and finishes midnight Saturday night;
- (ii) Sunday commences at midnight Saturday night and finishes midnight Sunday night; and
- (iii) A Holiday commences at midnight the day immediately preceding the Holiday and finishes at midnight on the Holiday.

A Roster may vary from time to time but any changes to the Roster will be notified to the relevant Employees at least 7 days in advance.

Employees shall be available for work for all Shifts, which they are rostered to work and shall perform all necessary duties in each Shift.

When a Continuous Shift Work Employee or Shift Work Employee (not including Casual Employees) is not rostered to work on a Holiday, the Employee shall receive, in the Employer's discretion, either an additional 7.6 hours' wages (calculated at the applicable Ordinary Time Rate of Pay) or the equivalent amount of time off work (paid at the applicable Ordinary Time Rate of Pay). Where the Employee is a Part-Time Employee, the Employee will receive the equivalent pro-rata benefit (calculated according to the formula in clause 7B).

Shift changes for Electronics Technicians shall take place in the Control Centre. In the event of the on-coming Employee not reporting for duty at the normal Shift change-over time, the off-going Employee shall remain on duty until relieved.

Where an Employee is both:

- (a) After the expiration of their Shift finishing time; and
- (b) After leaving the Employer's premises,

recalled to work without prior notice the Employee shall be paid at the appropriate rate set out in either clause 8.1 (Day Work Employees) or clause 8.2 (Shift Work Employees and Continuous Shift Work Employees) of this Part A.

An Employee recalled to work in this way shall be paid at that rate for a minimum of 3 hours work.

First Aid Allowance

- (i) An Employee who has a current senior first aid certificate shall be entitled to an allowance per hour worked of the amount as set out in the table below, and this allowance shall not attract any penalty or premium.

Senior 1st Aid Allowance as at 30/9/05	1/10/05	1/4/06	1/10/06	1/4/07	1/10/07	1/4/08
\$	\$	\$	\$	\$	\$	\$
0.29	0.30	0.31	0.32	0.33	0.34	0.35

A. Full Time Employees

Each Full Time Employee shall work Ordinary Weekly Hours.

- (i) Day Work

The Ordinary Hours of a Full Time Employee on Day Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

Overtime worked by a Full Time Employee on Day Work shall be paid at the rate set out in clause 8.1 of this Part A.

(ii) Shift Work and Continuous Shift Work

The Ordinary Hours of a Full Time Employee on Shift Work or Continuous Shift Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Full Time Employee on Shift Work or Continuous Shift Work shall be paid the following shift allowances for Ordinary Hours worked between Monday and Friday:

Day Shift - Nil

Afternoon Shift - 17.5% of the Ordinary Time Rate of Pay

Night Shift - 20% of the Ordinary Time Rate of Pay

(b) Saturday, Sunday and Holidays

A Full Time Employee on Shift Work or Continuous Shift Work shall be paid the following shift allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday - 50% of the Ordinary Time Rate of Pay

Sunday - 100% of the Ordinary Time Rate of Pay

Holidays - 150% of the Ordinary Time Rate of Pay

The shift allowances for hours of work worked by a Full-Time Employee on Shift Work or Continuous Shift Work on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee on Night Shift which commences at 10.00pm on a Friday night and finishes at 6.06am on a Saturday morning will only be entitled to:

The Night Shift Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

#### Example 2

An Employee on an Afternoon Shift which commences at 6.00pm Saturday and finishes at 2.06am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

#### Example 3

An Employee on a Night Shift which commences at 11.00pm on a Holiday and finishes at 7.06am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Shift Allowance, but only for those hours worked after 12 midnight.

#### (d) Overtime

Overtime worked by a Full Time Employee on Shift Work and Continuous Shift Work shall be paid at the rate set out in Clause 8.2 of this Part A.

An Employee is not entitled to both a shift allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime penalty. The Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

#### Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift).

An Employee who works a Shift from 10.00pm on Friday Night to 9.06am Saturday morning shall only be entitled to:

The Night Shift Allowance, but only for those hours worked up to midnight;

The Saturday Shift Allowance, but only for those hours worked from midnight to 6.06am Saturday morning;

The Overtime rate (time and a half) in respect of the first two hours of overtime worked, that is, from 6.06am up until 8.06am; and

The Overtime rate (double time) in respect of overtime hours in excess of two hours overtime, that is, from 8.06am up until 9.06am.

#### Example 2

An Employee who works a Shift from 10.00pm on Saturday Night to 8.06am Sunday morning shall only be entitled to:

The Saturday Shift Allowance, but only for those hours worked up to midnight;

The Sunday Shift Allowance for the remainder of the hours worked, even though the Employee is working 2 hours of overtime. This is because the Overtime rate is

calculated by reference to the earnings the Employee receives under normal working conditions on a Sunday, which is the Ordinary Time Rate of Pay + 100%, which is higher than the normal Overtime rate of time and a half, and an Employee is entitled to the higher rate.

B. Part Time Employees

A Part Time Employee is an Employee, other than a Full Time Employee or a Casual Employee, engaged to work regular hours each week in accordance with a Roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week.

The Ordinary Hours of a Part Time Employee shall be worked continuously, excluding any Paid Meal Break, and shall not be less than 3 or more than 7.6 hours.

A Part Time Employee may work Day Work, Shift Work or Continuous Shift Work.

A Roster for a Part Time Employee shall set out the days and the starting and ceasing times the Part Time Employee works each week or as otherwise arranged by mutual agreement.

A Part Time Employee shall be entitled to sick leave, jury service, bereavement leave and parental leave on a pro-rata basis calculated as follows:

$$\text{Part Time Employee's Entitlement} = \frac{\text{Part Time Employee's Ordinary Weekly Hours}}{38} \times \text{Equivalent Full Time Employee's Entitlement}$$

(i) Day Work

The Ordinary Hours of a Part Time Employee on Day Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

Overtime worked by a Part Time Employee on Day Work, being work in excess of 7.6 hours in a day, shall be paid at the rate set out in Clause 8.1 of this Part A.

(ii) Shift Work and Continuous Shift Work

The Ordinary Hours of a Part Time Employee on Shift Work or Continuous Shift Work shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

(a) Monday to Friday

A Part Time Employee on Shift Work or Continuous Shift Work shall be paid the following shift allowances for Ordinary Hours worked between Monday and Friday:

Day Shift - Nil

Afternoon Shift - 17.5% of the Ordinary Time Rate of Pay

Night Shift - 20% of the Ordinary Time Rate of Pay

(b) Saturday, Sunday and Holidays

A Part Time Employee on Shift Work or Continuous Shift Work shall be paid the following shift allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday - 50% of the Ordinary Time Rate of Pay

Sunday - 100% of the Ordinary Time Rate of Pay

Holidays - 150% of the Ordinary Time Rate of Pay

The shift allowances for hours of work worked by a Part Time Employee on Shift Work or Continuous Shift Work on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee on Night Shift which commences at 10.00pm on a Friday night and finishes at 4.00am on a Saturday morning will only be entitled to:

The Night Shift Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee on an Afternoon Shift which commences at 6.00pm Saturday and finishes at 1.00am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee on a Night Shift which commences at 11.00pm on a Holiday and finishes at 3.00am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Shift Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Part Time Employee on Shift Work and Continuous Shift Work, being work in excess of 7.6 hours per Shift, shall be paid at the rate set out in clause 8.2 of this Part A.

An Employee is not entitled to both a shift allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime penalty. The Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

C. Casual Employees

Subject to paragraph (d) below, all hours worked by a Casual Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

A Casual Employee must be available for work on call at the discretion of the Motorway Manager.

A Casual Employee shall be provided with a minimum of 3 hours work on each Shift.

Loading, Allowances and Penalties

(a) A Casual Employee shall be paid a casual loading of 20% of the Ordinary Time Rate of Pay for all hours worked, which is in lieu of sick leave, bereavement leave etc.

(b) Subject to paragraph (e) below, a Casual Employee shall be paid the following shift allowances for Shifts worked between Monday to Friday:

Where a Shift commences between 1.00pm and 9.00pm, and does not finish before 6.00pm - 17.5% of the Ordinary Time Rate of Pay; and

Where a Shift commences between 9.00pm and 5.00am - 20% of the Ordinary Time Rate of Pay

(c) Subject to paragraph (e) below, a Casual Employee shall be paid the following shift allowances for all hours worked on a Saturday, Sunday or Holiday:

Saturday - 50% of the Ordinary Time Rate of Pay;

Sunday - 100% of the Ordinary Time Rate of Pay; and

Holiday - 150% of the Ordinary Time Rate of Pay.

(d) Subject to paragraph (e) below, hours worked by a Casual Employee in excess of 7.6 hours in a Shift (not including any Paid Meal Break) shall be considered overtime and shall be paid at the rate (calculated on the applicable Ordinary Time Rate of Pay for the Employee's classification) prescribed in Clause 8.2 - Overtime.

(e) In calculating wages for a Casual Employee:

The Loading, Allowances and Penalties in (a) - (d) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The allowances and penalties in (b), (c) and (d) above shall not be included for the purposes of the calculation of the loading in (a) above;

The shift allowances under (b) and (c) are not cumulative.

A Casual Employee is not entitled to both a shift allowance under (b) or (c) above and the Overtime penalty in (d) above. The Casual Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

Example

A Casual Employee who works a Shift from 10.00pm Sunday to 8.06am Monday (and takes a Paid Meal Break in the middle of the Shift) will be entitled to the following:

The Ordinary Time Rate of Pay multiplied by 9.6 (the number of hours worked by the Casual Employee); plus

20% of the Ordinary Time Rate of Pay multiplied by 9.6 (the Casual Loading for the number of hours worked by the Casual Employee); plus

A Shift Allowance of 100% of the Ordinary Time Rate of Pay for those hours worked up to midnight on Sunday night (the Sunday Allowance); plus

A Shift Allowance of 20% of the Ordinary Time Rate of Pay for those hours worked (which do not include the Paid Meal Break) between midnight and 6.06am Monday morning (the Night Shift Allowance); plus

A Penalty of 50% of the Ordinary Time Rate of Pay for those Overtime hours worked between 6.06am and 8.06am (the applicable Overtime Penalty); plus

The Ordinary Time Rate of Pay multiplied by time and a half (the payment for the Paid Meal Break).

## **8. Overtime**

8.1 Full Time and Part Time Employees on Day Work required to work Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay.

8.2 Full Time and Part Time Employees on Shift Work or Continuous Shift Work required to work Overtime shall be paid:

(a) at the rate of time and a half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay; or

(b) at the Employee's applicable Ordinary Time Rate of Pay plus any applicable shift allowance.

whichever is the greater.

8.3 Where Overtime is necessary it shall, wherever reasonably practicable, be so arranged such that Employees have at least ten consecutive hours off duty between Shifts. An Employee who works overtime following the cessation of his/her normal work on one day and who has not had at least ten consecutive hours off duty between cessation of the overtime and the commencement of his/her next Shift, shall, subject to this clause, be released after completion of such overtime and not be required to report back to work until the Employee has had ten consecutive hours off duty. An Employee required to take time off duty to ensure compliance with this clause will be permitted to do so without loss of pay.

8.4 If, on the instruction of the Employer, such an Employee resumes work without having had ten consecutive hours off duty between Shifts, he/she shall then be paid at double time until he/she is released from duty for that period and he/she shall then be entitled to be absent until he/she has ten consecutive hours off duty, without loss of pay.

8.5 The subclauses 8.1, 8.2 and 8.4 shall not apply when the time worked is by an arrangement between the Employees themselves, or when the rotation of Shifts (eg. Afternoon Shift to Night Shift) has necessitated work in excess of the Ordinary Hours as part of a revised Shift Roster.

8.6 Employees may be required to work a reasonable amount of Overtime under the terms of this Part A.

8.7 Meal Allowance

Employees who are required to work more than one and one half hours overtime immediately after normal ceasing time and who have not had at least 24 hours notice of the requirement to work such overtime shall be paid a meal allowance of \$12.00.



## **9. Rest Pauses**

- 9.1 Employees who work a minimum of four consecutive hours on any day shall be entitled to a rest pause of ten minutes duration without loss of pay during the first four hours. Such rest pause shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the Employer is necessary.
- 9.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a rest pause in accordance with clause 9.1. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another rest pause in accordance with clause 9.1, but only for the length of time equal to that part of the rest pause which the Employee did not receive because of the direction of the Employer.

## **10. Paid Meal Break**

- 10.1 Employees who work more than five continuous hours shall be entitled to a paid meal break of thirty minutes, to be taken approximately mid-way through their work period on either day or shift hours of work. However, the time of taking the paid meal break may be varied at any time to meet the requirements of the operation and maintenance of the Eastern Distributor.
- 10.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a paid meal break. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another paid meal break in accordance with clause 10.1, but only for the length of time equal to that part of the paid meal break which the Employee did not receive because of the direction of the Employer.
- 10.3 In recognition of the fact that an Employee may be recalled to work during their paid meal break, an Employee shall be paid at time and a half of the ordinary time rate of pay for that Employee's classification during a paid meal break.
- 10.4 Despite clause 10.3, the paid meal break shall not:
- (a) form part of the ordinary hours or ordinary weekly hours of an Employee;
  - (b) be included for the purposes of calculating overtime; and
  - (c) entitle the Employee to receive any allowance or penalty in respect of the paid meal break apart from that referred to in clause 10.3.

## **11. Wage Increases**

This Agreement contains provision for wage increases of 2% each 6 months as follows:

1. a 2% increase operative from the first full pay period to commence on or after 1/10/05;
2. a 2% increase operative from the first full pay period to commence on or after 1/4/06;
3. a 2% increase operative from the first full pay period to commence on or after 1/10/06;
4. a 2% increase operative from the first full pay period to commence on or after 1/4/07;
5. a 2% increase operative from the first full pay period to commence on or after 1/10/07; and
6. a 2% increase operative from the first full pay period to commence on or after 1/4/08;

as set out in Appendix A.

## **12. Electronic Funds Transfer**

All wages will be paid by means of electronic funds transfer into a bank account designated by each Employee. Bank charges are the responsibility of each Employee having been taken into account in setting rates of pay prescribed in this Agreement.

### **13. Restrictive Work Practices**

It shall be a key function of all Employees in conjunction with the Motorway Manager to:

- (a) formulate an action plan aimed at the elimination of any restrictive work practice; and
- (b) carry out the action so planned.

### **14. Technological Change**

The Parties accept that during the life of this Part A it may be necessary for the Employer to implement technological change. If this situation arises, Employees will be kept informed of proposed changes.

### **15. Superannuation**

The Employer shall pay the Trustee of the FuturePlus Super Fund, on behalf of each Employee, a contribution of an amount as prescribed by the *Superannuation Guarantee (Administration) Act 1992*, from time to time. Contributions shall be payable from the date of the commencement of employment of the Employee with the Employer. Contributions shall be paid into the FuturePlus Super Fund on a monthly basis.

### **16. Annual Leave**

#### **16.1 Full Time and Part Time Employees**

- (a) Except as provided by this clause 16, the *Annual Holidays Act 1944* (NSW) ('Act'), or any act which replaces the Act, each as amended, shall apply.
- (b) Where a Shift Work Employee or a Continuous Shift Work Employee takes a period of Annual Leave, any Saturdays and Sundays falling within that period shall be treated as normal working days for the purposes of calculating the Employee's entitlement to Annual Leave.
- (c) Where an Employee takes a period of Annual Leave and a Holiday falls within that period, the Holiday shall not be included as part of the period of Annual Leave.
- (d) In addition to their entitlement to a period of leave under the Act, a Full Time or Part Time Employee who is a seven day shift worker, that is, an Employee who is required under the Shift Roster to work regularly on Sundays and Holidays, shall be allowed one week's leave, payable in accordance with this clause. However, if a Full Time or Part Time Employee has only served a portion of the year of employment as a seven day shift worker, this additional leave shall be one day for every thirty-six Shifts worked as a seven day shift worker.
- (e) Except as provided by paragraph (f) below, a Full Time or Part Time Employee will be entitled to the following payments while on a period of Annual Leave as provided by this clause 16:
  - (i) the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of Annual Leave; and
  - (ii) all shift allowances (including Saturday and Sunday but not including Holiday shift allowances) calculated in accordance with clause 7 which the Employee would have been entitled to receive if they had worked during the period for which Annual Leave has been taken.
- (f) Despite paragraph (e) above, if an Employee has at least 12 months continuous service, the Employee shall be entitled to the following payments upon taking a period of Annual Leave:
  - (i) the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of Annual Leave; and

- (ii) the greater of:
  - (a) all shift allowances (including Saturday and Sunday but not including Holiday shift allowances) calculated in accordance with clause 7 which the Employee would have been entitled to receive if they had worked during the period for which Annual Leave has been taken; or
  - (b) an Annual Leave Loading of 17.5% of the Employee's Ordinary Weekly Pay for each week that the Employee is on a period of Annual Leave.
- (g) Where the employment of an Employee is terminated by the Employer for a reason other than malingering, inefficiency, neglect of duty, misconduct or misappropriation, and at the time of the termination the Employee has not been given, and has not taken, the whole of the Annual Leave to which the Employee has become entitled, the Employee shall be paid a loading calculated in accordance with subclause 16.1(f)(ii)(B) above. This loading shall not be payable to an Employee upon termination except in accordance with this subclause.
- (h) An Employee must obtain the approval of the Motorway Manager before taking any period of Annual Leave.
- (i) For the purposes of this clause 16.1, 'Ordinary Weekly Pay' means:
  - (i) for a Full Time Employee - the applicable Ordinary Weekly Rate of Pay as set out in "Appendix A" for the Employee's classification at the time of taking the period of Annual Leave plus, where applicable, the weekly amount ordinarily received by the Employee in respect of:
    - (A) First Aid and Accreditation Allowances; and
    - (B) Paid Meal Breaks; and
  - (ii) for a Part Time Employee - the applicable Ordinary Hourly Rate of Pay as set out in "Appendix A" for the Employee's classification at the time of taking the period of Annual Leave multiplied by the Employee's Ordinary Weekly Hours plus, where applicable, the weekly amount ordinarily received by the Employee in respect of:
    - (A) First Aid and Accreditation Allowance; and
    - (B) Paid Meal Breaks.

## 16.2 Casual Employees

- (a) Casual Employees engaged under this Part A shall only be entitled to Annual Leave as set out in (b) below.
- (b) A Casual Employee is entitled to a payment in respect of Annual Leave each week, calculated as follows:
 

Annual leave payment = the Employee's Ordinary Weekly Pay divided by 12.
- (c) For the purposes of this clause 16.2, 'Ordinary Weekly Pay' means (applicable Ordinary Time Rate of Pay plus 20%) multiplied by the number of hours worked by the Casual Employee in the week plus, where applicable, any payment paid during the week to the Casual Employee in respect of:
  - (A) shift allowances (including Saturday and Sunday but not including Holiday shift allowances, nor overtime allowances or penalties paid in excess of the Ordinary Time Rate of Pay under clause 7.C (d));

- (B) First Aid and Accreditation Allowance; and
- (C) Paid Meal Breaks.

### **17. Sick Leave**

A Casual Employee is not entitled to paid sick leave under this Part A.

An Employee other than a Casual Employee shall, after three months' continuous service, be entitled to paid leave for genuine illness or injury, subject to the following conditions and limitations:

- (a) the Employee shall where practicable prior to but definitely within twenty-four hours of the commencement of such absence 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 absence;
- (b) the Employee shall prove to the satisfaction of the Employer, by the production of a medical certificate or other evidence satisfactory to the Employer, that the Employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed;
- (c) Full Time Employees shall be entitled to sick leave of up to seventy six Ordinary Hours for each year of employment, which shall accumulate, from year to year, to a maximum of 760 hours. No payments will be made in lieu of untaken sick leave.
- (d) Sick leave shall be paid at the Ordinary Time Rate of Pay as set out for each classification in "Appendix A".
- (e) The Employer reserves the right to refer any Employee for an independent medical opinion at the Employer's expense.
- (f) Part Time Employees shall be entitled to sick leave on a pro-rata basis as described in clause 7 of this Part A.

### **18. Long Service Leave**

The *Long Service Leave Act 1955*, or any act which replaces this act, each as amended, shall apply.

### **19. Jury Service**

Casual Employees are not entitled to any jury service under this Part A.

Employees required to attend for jury service during rostered working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the Ordinary Time Rate of Pay in respect of those hours the Employee would have worked had the Employee not been on jury service. An Employee shall notify the Employer as soon as possible of the date upon which attendance for jury service is required. Further the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

### **20. Personal/Carer's Leave**

#### **20.1 Use of sick leave**

- (a) An Employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in 20.1(c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 17 of this Part A, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day

- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the Employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (A) a spouse of the Employee; or
    - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first-mentioned person who lives with the first-mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
    - (D) a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
    - (E) a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
      - (i) 'relative' means a person related by blood, marriage or affinity;
      - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - (iii) 'household' means a family group living in the same domestic dwelling.
- (d) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

## 20.2 Unpaid leave for family purpose

- (a) An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a person as set out in clause 20.1(c)(ii) who is ill.

## 20.3 Annual leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take Annual Leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to Annual Leave, as prescribed in paragraph 20.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Part A.
- (c) An Employee and the Employer may agree to defer payment of the Annual Leave loading in respect of single day absences, until at least five consecutive Annual Leave days are taken.

#### 20.4 Time-off in lieu of payment for overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for Overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 20.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 20.4(a), the Employee shall be paid overtime rates in accordance with this Part A.

#### 20.5 Make-up time

- (a) A Day Work Employee may elect, with the consent of the Employer, to work 'make-up time', under which the Employee takes time off Ordinary Hours, and works those hours at a later time, during the spread of Ordinary Hours provided in this Part A, at the Ordinary Time Rate of Pay.
- (b) A Shift Work Employee or Continuous Shift Work Employee may elect, with the consent of the Employer, to work 'make-up time' (under which the Employee takes time off Ordinary Hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

### **21. Parental Leave**

The *Industrial Relations Act* 1996 Chapter 2, Part 4, Divisions 1 and 2 shall apply.

### **22. Bereavement Leave**

- 22.1 An Employee other than a Casual Employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 22.3 below.
- 22.2 The Employee must notify the Employer as soon as practicable of the intention to take bereavement leave and will, if required by the Employer, provide to the satisfaction of the Employer proof of death.
- 22.3 Bereavement leave shall be available to the Employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 20.1(c)(ii), provided that for the purpose of bereavement leave, the Employee need not have been responsible for the care of the person concerned.
- 22.4 An Employee shall not be entitled to bereavement leave under this clause during any period in respect of which the Employee has been granted other leave.
- 22.5 Bereavement leave may be taken in conjunction with other leave available under clauses 20.2, 20.3, 20.4 and 20.5 of this Part A. In determining such a request the Employer will give consideration to the circumstances of the Employee and the reasonable operation requirements of the business.
- 22.6 Further, an Employee other than a Casual Employee shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death outside Australia of the Employee's spouse (which includes de-facto spouse), or parent (which includes a step-parent or foster parent), and where the Employee travels outside of Australia to attend the funeral.

### **23. Occupational Health and Safety**

It is recognised that safety is a team commitment involving Managers, Supervisors and Employees working together through consultation and co-operation.

The rights and responsibility of all personnel to express their concern over safety in the workplace and to expect those rights and responsibilities to be addressed is recognised and supported.

Information, instruction and training in safe methods of work, relevant legislation, safety procedures, etc will be provided to all Employees.

The Employer shall provide and the Employee shall wear and use protective clothing and safety equipment nominated by the Employer from time to time. The Employee shall request any additional protective clothing or safety equipment required in addition to normal issue and the Employer shall not refuse any reasonable request. Protective clothing and safety equipment shall remain the property of the Employer.

Adequate first aid facilities shall be maintained by the Employer in accordance with the *Occupational Health and Safety Act 2000* and its regulations, as amended.

## **24. Clothing**

Upon appointment the Employer shall issue each Employee with an initial issue of uniform items.

Such items shall be replaced or exchanged on a one for one basis as required to maintain a proper presentation in the work place with a minimum replacement period of 12 months.

Such uniforms shall remain the property of the Employer and shall not be worn other than when on duty or in transit to and from work. When replaced by a new issue all replaced items of uniform shall be returned to the Employer.

Where an Employee for no good reason fails to return items of issued clothing, the Employer may deduct an amount of \$50 from the Employee's termination pay, excluding Annual Leave or long service leave payments.

Each Employee is responsible for laundering and maintaining uniforms in a presentable condition. A laundering allowance is included in the rates of pay for all classifications.

## **25. Medical Examinations**

In addition to the pre-employment examination, the Employer will arrange for general medical examinations of Employees covered by this Part A every twelve months and in addition, lead level and audiogram testing will be conducted every twelve months. There will be no payment in excess of ordinary wages to an Employee to attend these medical examinations which will be carried out during normal working hours on the following basis:

All costs of medical checks will be borne by the Employer;

The Employer will maintain records of the medical checks;

The medical records shall be made available to the Employee concerned;

A copy of the medical record is to be forwarded to the Employee's treating doctor on request; and

In all other circumstances information contained in the medical records is to remain confidential.

## **26. Training**

The Employer will provide training and education to improve workforce skills and understanding of work related programmes. This training and education will be carried out wherever practical during normal working hours.

## **27. Alcohol and Other Drugs**

It is agreed that no Employee will be allowed to enter the workplace if the Employee 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.

The Motorway Manager or his nominee may if he has a reasonable suspicion that an Employee is under the influence of alcohol or any other substance, direct the Employee to leave the workplace.

The Employee so directed, will not be paid for the remainder of the day or Shift. The Employee if rostered should report for work the following day.

## **28. Probationary Period**

All Employees will be employed on the basis of an initial three month probationary period. During this period, the Employee's suitability for continued employment will be assessed. Prior to the completion of the probationary period Leighton may offer employment to the Employee in accordance with this Agreement.

Should any Employee not be suitable after Management has explained its concerns and given the Employee an opportunity to improve, the Employee may be dismissed with one week's notice.

## **29. Union Procedure**

### **29.1 Entry**

The Parties acknowledge Chapter 5, Part 7 of the *NSW Industrial Relations Act 1996*. Union Officials will be granted access to the work areas upon reasonable notice being afforded to the Motorway Manager. It would be preferable for the officials to state the purpose of their visit when giving notice.

### **29.2 Delegates**

The Employer recognises the right of its Employees to be represented in their dealings with their Employer if they so choose. The site delegate shall be allowed reasonable time during working hours to discuss with the Employer or its representative any matter affecting an Employee whom the Union represents. Such discussions should be arranged for times which are convenient to both parties. Before a delegate moves away from their area of work, permission must first be obtained from the Supervisor.

## **30. Dispute Settlement Procedures**

The Parties 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 the Employer and its Employees. Subject to the provisions of the *Industrial Relations Act 1996*, any dispute shall be dealt with in the following manner:

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

If the matter cannot be resolved between the Employee or the Employee's representative and the Supervisor, it shall be referred to the Motorway Manager. Where appropriate or deemed necessary, the Employee may elect to seek the assistance of his/her workplace delegate or any other person.

If the matter is still not resolved, the Employee may request the Motorway Manager to refer the grievance to senior management of Leighton Services Australia Pty Ltd.

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



If the grievance is not resolved by the above process, the Parties may refer the grievance to the Industrial Relations Commission of New South Wales:

- (a) as a question, dispute or difficulty in respect of the Agreement (including this Part A); or
- (b) for a binding declaration of right under section 154 of the Act.

Whilst the above procedures are being carried out, work will continue as it did prior to the grievance arising and no stoppage of work or any other form of limitation of work shall occur. Neither Party shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.

### **31. Anti-Discrimination**

- 31.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, age, and carer's responsibility.
- 31.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Part A the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects.
- 31.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 31.4 Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practise of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 31.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### Notes

- (a) Companies and Employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## **PART B - FLEXIBLE (12 HOUR) SHIFT ARRANGEMENTS**

### **1. Title**

The short title of this part of the Agreement shall be Part B.

### **2. Commencement**

- 2.1 Part B shall apply to Employees engaged under its terms from the date that the Agreement commences.

- 2.2 The Parties acknowledge that the Employer is under no obligation to continue to employ Employees under the terms of this Part B beyond the expiry of the Agreement.
- 2.3 The terms of this Part B and the work practices outlined in this Part B will not be used by the Parties as a basis or precedent for making any future claim or demand.

### **3. Introduction**

#### **3.1 Definitions**

'Afternoon Work' means work undertaken between 2.00pm and 10.00pm.

'Agreement' means the Eastern Distributor – ETU – Enterprise Agreement 2005.

'Client' means the company to which the Employer contracts to operate and maintain the Eastern Distributor.

'Continuous Shift Work' means work undertaken on the basis of a continuous rotating Shift Roster.

'Continuous Shift Work Employee' means a Full Time or Part Time Employee engaged to work or working Continuous Shift Work.

'Control Centre' means the Eastern Distributor operation, maintenance and administration building located at 43 Bourke Street, Woolloomooloo.

'Eastern Distributor' means the motorway from the Cahill Expressway near the Domain Tunnel, to Southern Cross Drive near Link Road, Rosebery and the areas adjacent nominated as 'Maintenance Areas' in the contract between the Client and the Employer.

'Electronics Technician' means an Employee whose duties are defined in Clause 6.1 of Part A.

'Employee' means a person engaged to work shift work by the Employer on a permanent basis for the job classifications covered by this Part B and, for the avoidance of doubt, means persons who would otherwise be categorised under Part A to be:

- (a) Shift Work Employees (as defined in Part A); or
- (b) Continuous Shift Work Employees (as defined in Part A), and includes Full Time and Part Time Employees.

'Employer' means Leighton Services Australia Pty Limited.

'Full Time Employee' means an Employee employed to work thirty eight hours per week when averaged over the length of the Shift Roster Cycle, excluding Paid Meal Breaks.

'Holiday' means the Union's Picnic Day, being the first Monday in December of each year or any other date agreed between the Union and the Employer (provided that a picnic is held) and the following Public Holidays and any other Public Holiday proclaimed under the relevant legislation from time to time.

New Year's Day	Anzac Day
Australia Day	Queen's Birthday
Good Friday	Labour Day
Easter Saturday	Christmas Day
Easter Monday	Boxing Day

'Morning Work' means work undertaken between 6.00a.m. and 2.00p.m.

'Motorway Manager' means the person appointed by the Employer to manage the operation and maintenance of the Eastern Distributor.

'Night Work' means work undertaken between 10.00pm and 6.00am.

'Ordinary Hours' means hours which form part of the Ordinary Weekly Hours and which are paid at the Ordinary Time Rate of Pay.

'Ordinary Shift' means that part of a Shift made up of the Ordinary Hours and any applicable Paid Meal Break and:

- (a) for a Full Time Employee, the spread of the Ordinary Shift hours shall be between 7 and 14 hours and will usually be worked as defined in (i) to (iv) below excluding the Paid Meal Break:
  - (i) 7.6 Ordinary Hours;
  - (ii) 10.4 Ordinary Hours;
  - (iii) 11.4 Ordinary Hours; or
  - (iv) 12.4 Ordinary Hours,per Ordinary Shift; and
- (b) for a Part-Time Employee, an Ordinary Shift shall be of a duration of between 3 and 14 hours per Ordinary Shift and, in each case, the Ordinary Hours of a particular Ordinary Shift will exclude any Paid Meal Break.

'Ordinary Weekly Hours' means for Employees who are:

- (a) Full Time - 38 hours per week when averaged over the Shift Roster Cycle to be worked during Ordinary Shifts; or
- (b) Part Time - An amount of regular hours between 15 and 37 hours per week when averaged over the Shift Roster Cycle to be worked during Ordinary Shifts.

'Ordinary Time Rate of Pay' means the hourly rate of pay for each classification as set out in 'Appendix A'.

'Overtime' means hours worked by an Employee in excess of an Ordinary Shift.

'Paid Meal Break' means a break taken in accordance with clauses 10.1 and 10.2 of this Part B that does not form part of an Employee's Ordinary Hours or Ordinary Weekly Hours and is paid in accordance with clauses 10.3 and 10.4.

'Part A' means Part A of the Agreement.

'Parties' means the Employer, the Union and the Employees.

'Part Time Employee' means an Employee employed on a part-time basis as defined in Clause 7 of this Part B.

'Premises' means all the land on which the Eastern Distributor is located.

'Redundancy' occurs when an Employee's position ceases to exist and may be caused by a variety of reasons, including, among others, technological change, loss of business or economic downturn.

'Shift' means the work hours of a Full Time or Part Time Employee for any one day.

'Shift Roster' means a schedule determining the hours of work of Employees.

'Shift Roster Cycle' means the period over which an Employee completes one full cycle of Shift Work.

'Shift Work' means work under this Part B and which is regulated by a Shift Roster.

'Supervisor' means a person engaged by the Employer on a salary basis to supervise the work of Employees.

'Union' means the Electrical Trades Union of Australia New South Wales Branch.

### 3.2 Joint Statement

The Parties intend for this Part B to provide flexible shift arrangements for permanent full-time and part-time Employees engaged by the Employer in the relevant classifications to work shift work on the Eastern Distributor. Accordingly and as stated in the Introduction of this Agreement, this Part B shall not apply to Casual Employees or Employees who work Day Work (as those terms are defined in Part A).

As stated in the Introduction of this Agreement, this Part B shall apply to the employment by the Employer of Employees classified as Electronics Technician required for the operations and maintenance work associated with the Eastern Distributor.

The Employees will be based at the Control Centre or at other locations on or adjacent to the Eastern Distributor as required by the Employer from time to time.

### 3.3 Aims

As set out in clause 3.3 of Part A.

### 3.4 Interaction with Part A

If a provision of Part A is referred to in this Part B:

- (a) any defined terms used in that provision of Part A shall have the meaning given to them by this Part B;
- (b) a reference in that provision of Part A to another provision of Part A shall be taken to be a reference to the corresponding provision of this Part B; and
- (c) unless the context requires otherwise, a reference in that provision of Part A to Part A shall be taken to be a reference to this Part B.

## **4. Commitment**

As set out in clause 4 of Part A.

## **5. Contract of Employment**

- 5.1 Each Employee shall be employed on either a full-time or part-time basis under the following classification:

Electronics Technician

Full-time and Part-time Employees will be given a minimum period of notice for termination as specified in the *Workplace Relations Act 1996*.

An Employee's employment may be terminated by the Employer without notice for serious and wilful misconduct. In such circumstances wages shall only be paid up to the time of dismissal.

The Employer may deduct payment for any Shift or part thereof where an Employee is absent from duty without reasonable cause.

5.2 As set out in clause 5.2 of Part A.

5.3 Employees will be required to work regularly on Saturdays, Sundays and Holidays to cover all operations of the Eastern Distributor twenty four hours per day, seven days per week, fifty two weeks per year.

5.4 All Employees may be required to work a reasonable amount of Overtime from time to time as directed by the Motorway Manager to meet the demands for the operation and maintenance of the Eastern Distributor.

5.5 Employees will be subject to video surveillance from time to time.

5.6 Redundancy

As set out in clause 5.6 of Part A.

## **6. Duties**

Electronics Technician

As set out in clause 6 of Part A.

## **7. Hours of Work and Entitlements**

The Motorway Manager shall determine the starting and finishing times for all Employees.

The Employer may vary the Shift Roster from time-to-time with the agreement of those Employees whose hours of work will change as a result of the variation. If there is no agreement, the Employer may vary the Shift Roster on seven days' notice to those Employees whose hours of work will change as a result of the variation.

For the purposes of determining the application of shift allowances and allowances for work on Saturday, Sunday and Holidays the following shall apply:

- (a) Saturday commences at midnight Friday night and finishes midnight Saturday night;
- (b) Sunday commences at midnight Saturday night and finishes midnight Sunday night; and
- (c) a Holiday commences at midnight the day immediately preceding the Holiday and finishes at midnight on the Holiday.

Employees shall be available for work for all Shifts which they are rostered to work and shall perform all necessary duties in each Shift.

When a Full Time Employee is not rostered to work on a Holiday, the Employee shall receive an additional 7.6 hours' wages (calculated at the applicable Ordinary Time Rate of Pay). Where the Employee is a Part-Time Employee, the Employee will receive the equivalent pro-rata benefit (calculated according to the formula in clause 7B).

Shift changes for Employees shall take place in the Control Centre. In the event of the on-coming Employee not reporting for duty at the normal Shift change-over time, the off-going Employee shall remain on duty until relieved.

Where an Employee is, both:

- (a) after the expiration of their Shift finishing time; and

(b) after leaving the Employer's premises, recalled to work without prior notice;

the Employee shall be paid at the appropriate rate set out in clause 8.1 of this Part B.

An Employee recalled to work in this way shall be paid at that rate for a minimum of 3 hours work.

#### First Aid Allowance

An Employee who has a current senior first aid certificate shall be entitled to an allowance per hour worked of the amount as set out in the table below, and this allowance shall not attract any penalty or premium.

Senior 1st Aid Allowance as at 30/9/05	1/10/05	1/4/06	1/10/06	1/4/07	1/10/07	1/4/08
\$	\$	\$	\$	\$	\$	\$
0.29	0.30	0.31	0.32	0.33	0.34	0.35

#### A. Full Time Employees

Each Full Time Employee shall work Ordinary Weekly Hours.

The Ordinary Hours of a Full Time Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

##### (a) Monday to Friday

A Full Time Employee shall be paid the following shift allowances for Ordinary Hours worked from Monday to Friday:

Morning Work - Nil

Afternoon Work - 17.5% of the Ordinary Time Rate of Pay

Night Work - 20% of the Ordinary Time Rate of Pay.

##### (b) Saturday, Sunday and Holidays

A Full Time Employee shall be paid the following shift allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday - 50% of the Ordinary Time Rate of Pay

Sunday - 100% of the Ordinary Time Rate of Pay

Holidays - 150% of the Ordinary Time Rate of Pay

The shift allowances for hours of work worked by a Full-Time Employee on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

##### (c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

#### Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee whose Ordinary Shift commences at 7.00pm on a Friday night and finishes at 6.06am on a Saturday morning will only be entitled to:

The Afternoon Work Allowance under paragraph (a) above, but only for those hours between 7.00pm and 10.00pm;

The Night Work Allowance under paragraph (a) above, but only for those hours worked from 10.00pm up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

#### Example 2

An Employee whose Ordinary Shift commences at 10.00pm Saturday and finishes at 6.06am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

#### Example 3

An Employee whose Ordinary Shift commences at 7.00pm on a Holiday and finishes at 7.06am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Work Allowance, but only for those hours worked after 12 midnight and up to 6.00am; and

No shift allowance for work from 6.00am to 7.06am.

#### (d) Overtime

Overtime worked by a Full Time Employee shall be paid at the rate set out in Clause 8.1 of this Part B.

An Employee is not entitled to both a shift allowance (whether for a Shift in respect of Afternoon Work, Night Work, Saturday, Sunday or Holiday) and Overtime penalty. The Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

#### Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee who works a Shift from 7.00pm on Friday Night to 8.36am Saturday morning (and whose Ordinary Shift was from 7.00pm to 6.06am) shall only be entitled to:

The Afternoon Work Allowance, but only for those hours worked up to 10.00pm;

The Night Work Allowance, but only for those hours worked after 10.00pm up to midnight

The Saturday Shift Allowance, but only for those hours worked from midnight to 6.06am Saturday morning;

The Overtime rate (time and a half) in respect of the first two hours of overtime worked, that is, from 6.06am up until 8.06am; and

The Overtime rate (double time) in respect of overtime hours in excess of two hours overtime, that is, from 8.06am up until 8.36am.

#### Example 2

An Employee who works a Shift from 6.00am on Sunday Morning to 9.06pm Sunday evening (and whose Ordinary Shift was 6.00am to 7.06pm) shall only be entitled to:

The Sunday Shift Allowance for all hours worked, even though the Employee is working 2 hours of overtime. This is because the Overtime rate is calculated by reference to the earnings the Employee receives under normal working conditions on a Sunday, which is the Ordinary Time Rate of Pay + 100%, which is higher than the normal Overtime rate of time and a half, and an Employee is entitled to the higher rate.

#### B. Part Time Employees

A Part Time Employee is an Employee, other than a Full Time Employee, engaged to work regular hours each week in accordance with a Shift Roster with a minimum engagement of 15 hours per week and a maximum engagement of 37 hours per week, excluding Paid Meal Breaks.

The Ordinary Hours of a Part Time Employee shall be worked continuously, excluding any Paid Meal Break, and shall not be less than 3 or more than 13.4 hours per Ordinary Shift.

A Shift Roster for a Part Time Employee shall set out the days and the starting and ceasing times the Part Time Employee works each week or as otherwise arranged by mutual agreement.

A Part Time Employee shall be entitled to Annual Leave, sick leave, jury service, bereavement leave and parental leave on a pro-rata basis calculated as follows:

$$\text{Part Time Employee's Entitlements} = \frac{\text{Part Time Employee's Ordinary Weekly Hours}}{38} \times \text{Equivalent Full Time Employee's Entitlements}$$

The Ordinary Hours of a Part Time Employee shall be paid at the applicable Ordinary Time Rate of Pay for the Employee's classification.

##### (a) Monday to Friday

A Part Time Employee shall be paid the following shift allowances for Ordinary Hours worked from Monday to Friday:

Morning Work - Nil

Afternoon Work - 17.5% of the Ordinary Time Rate of Pay

Night Work - 20% of the Ordinary Time Rate of Pay



(b) Saturday, Sunday and Holidays

A Part Time Employee shall be paid the following shift allowances for Ordinary Hours (and, if applicable and subject to paragraph (d) below, for Overtime), worked on Saturday, Sunday or Holidays:

Saturday - 50% of the Ordinary Time Rate of Pay

Sunday - 100% of the Ordinary Time Rate of Pay

Holidays - 150% of the Ordinary Time Rate of Pay

The shift allowances for hours of work worked by a Part Time Employee on Saturday, Sunday or Holidays shall only apply to that part of a Shift actually worked on a Saturday, Sunday or Holiday.

(c) Interaction of Shift Allowances

The Shift Allowances set out in (a) and (b) above are paid in addition to the Employee's applicable Ordinary Time Rate of Pay.

The Shift Allowances set out in (a) and (b) above are not cumulative.

Example 1

(NOTE: In the following examples any Paid Meal Break which an Employee may be entitled to during the Shift does NOT form part of the hours worked by the Employee during the Shift)

An Employee whose Ordinary Shift commences at 10.00pm on a Friday night and finishes at 4.00am on a Saturday morning will only be entitled to:

The Night Work Allowance under paragraph (a) above, but only for those hours worked up to 12 midnight; and

The Saturday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 2

An Employee whose Ordinary Shift commences at 6.00pm Saturday and finishes at 1.00am Sunday will only be entitled to:

The Saturday Allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Sunday Allowance under paragraph (b) above, but only for those hours worked after 12 midnight.

Example 3

An Employee whose Ordinary Shift commences at 11.00pm on a Holiday and finishes at 3.00am the next day (which is not a Saturday, Sunday or Holiday) will only be entitled to:

The Holiday allowance under paragraph (b) above, but only for those hours worked up to 12 midnight; and

The Night Work Allowance, but only for those hours worked after 12 midnight.

(d) Overtime

Overtime worked by a Part Time Employee, being work in excess of their Ordinary Shift, shall be paid at the rate set out in clause 8.1 of this Part B.

An Employee is not entitled to both a shift allowance (whether for a Shift in respect of an Afternoon Shift, Night Shift, Saturday, Sunday or Holiday) and Overtime penalty. The Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

### **8. Overtime**

8.1 Full Time and Part Time Employees required to work Overtime shall be paid:

- (a) at the rate of time and one half for the first two hours and double time thereafter, calculated using the Employee's applicable Ordinary Time Rate of Pay; or
- (b) at the Employee's applicable Ordinary Time Rate of Pay plus any applicable shift allowance, whichever is the greater.

8.2 Where Overtime is necessary it shall, wherever reasonably practicable, be so arranged such that Employees have at least ten consecutive hours off duty between Shifts. An Employee who works Overtime following the cessation of his/her Ordinary Shift on one day and who has not had at least ten consecutive hours off duty between cessation of the Overtime and the commencement of his/her next Shift, shall, subject to this clause, be released after completion of such Overtime and not be required to report back to work until the Employee has had ten consecutive hours off duty. An Employee required to take time off duty to ensure compliance with this clause will be permitted to do so without loss of pay.

8.3 If, on the instruction of the Employer, such an Employee resumes work without having had ten consecutive hours off duty between Shifts, he/she shall then be paid at double time until he/she is released from duty for that period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty, without loss of pay.

8.4 The subclauses 8.1, 8.2 and 8.3 shall not apply when the time worked is by an arrangement between the Employees themselves, or when the rotation of Shifts has necessitated work in excess of the Ordinary Hours as part of a revised Shift Roster.

8.5 Employees may be required to work a reasonable amount of Overtime under the terms of this Agreement.

8.6 Meal Allowance

Employees who are required to work more than one and one half hours overtime immediately after normal ceasing time and who have not had at least 24 hours notice of the requirement to work such overtime shall be paid a meal allowance of \$12.00.

### **9. Rest Pauses**

9.1 Employees who work a minimum of four consecutive hours on any day shall be entitled to a rest pause of ten minutes duration without loss of pay during the first four hours. Employees who work a minimum of eight and a half consecutive hours on any day shall be entitled to a second rest pause of ten minutes duration without loss of pay. Such rest pauses shall be taken at such times as will not interfere with the continuity of work where continuity in the opinion of the Employer is necessary.

9.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a rest pause in accordance with clause 9.1. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another rest pause in accordance with clause 9.1, but only for the length of time equal to that part of the rest pause which the Employee did not receive because of the direction of the Employer.

## **10. Paid Meal Break**

10.1 Employees who work:

- (a) more than five continuous hours but less than eight and a half continuous hours shall be entitled to a Paid Meal Break of thirty minutes,
- (b) more than eight and a half continuous hours shall be entitled to a Paid Meal Break of 42 minutes, to be taken approximately mid-way through their Shift. However, the time of taking the Paid Meal Break may be varied at any time to meet the requirements of the operation and maintenance of the Eastern Distributor.

10.2 In order to meet the requirements of the operation or maintenance of the Eastern Distributor, the Employer may direct an Employee to return to work if the Employee is taking a Paid Meal Break. Should the Employer give such a direction to the Employee, the Employee shall be entitled to another Paid Meal Break in accordance with clause 10.1, but only for the length of time equal to that part of the Paid Meal Break which the Employee did not receive because of the direction of the Employer.

10.3 In recognition of the fact that an Employee may be recalled to work during their Paid Meal Break, an Employee shall be paid at time and a half of the Ordinary Time Rate of Pay for that Employee's classification during a Paid Meal Break.

10.4 Despite clause 10.3, the Paid Meal Break shall not:

- (a) form part of the Ordinary Hours or Ordinary Weekly Hours of an Employee;
- (b) be included for the purposes of calculating Overtime; and
- (c) entitle the Employee to receive any allowance or penalty in respect of the Paid Meal Break apart from that referred to in clause 10.3.

## **11. Wage Increases**

As set out in clause 11 of Part A.

## **12. Electronic Funds Transfer**

As set out in clause 12 of Part A.

## **13. Restrictive Work Practices**

As set out in clause 13 of Part A.

## **14. Technological Change**

As set out in clause 14 of Part A.

## **15. Superannuation**

As set out in clause 15 of Part A.

## **16. Annual Leave**

- (a) Except as provided by this clause 16, the *Annual Holidays Act 1944* (NSW) ('Act'), or any act which replaces the Act, each as amended, shall apply.
- (b) Full Time Employees shall receive 152 hours of paid Annual Leave for each year of service with the Employer, to be based on the Ordinary Hours that the Employee would have otherwise worked, and

payable in accordance with this clause. Part Time Employees shall receive a pro-rata entitlement calculated in accordance with the formula in clause 7B of this Part B.

- (c) Where an Employee takes a period of Annual Leave and a Holiday falls within that period, the Holiday shall not be included as part of the period of Annual Leave. Further, for the avoidance of doubt, since Annual Leave is based on Ordinary Hours, when an Employee takes a period of Annual Leave, the hours taken as Annual Leave:
  - (i) will include the Ordinary Hours that the Employee would have otherwise worked on a Saturday or Sunday; and
  - (ii) will not include any hours in respect of Overtime that the Employee would, or may, have otherwise worked; and the Employee will receive no payment whatsoever in respect of such Overtime.
- (d) The parties acknowledge that it is intended that work under this Part B will be carried out 24 hours a day, seven days a week. Accordingly, in addition to their entitlement to a period of leave under paragraph (b), a Full Time or Part Time Employee who is a seven day shift worker, that is, an Employee who is required under the Shift Roster to work regularly on Sundays and Holidays, shall be allowed 38 hours (for Full Time Employees), or the equivalent pro-rata entitlement calculated in accordance with the formula in clause 7B of this Part B (for Part Time Employees), paid Annual Leave for each year of service, to be taken, and payable, in accordance with this clause. However, if a Full Time or Part Time Employee has only served a portion of the year of employment as a seven day shift worker, this additional leave shall be one hour for every 50.4 Ordinary Hours worked as a seven day shift worker.
- (e) Any accrued entitlement of an Employee to Annual Leave under Part A shall be converted to an hourly entitlement calculated on the basis of one week's leave under Part A being equivalent to 38 hours (for Full Time Employees), or the equivalent pro-rata entitlement calculated in accordance with the formula in clause 7B of this Part B (for Part Time Employees), of leave under this Part B.
- (f) Except as provided by paragraph (g) below, a Full Time or Part Time Employee will be entitled to the following payments while on a period of Annual Leave as provided by this clause 16:
  - (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked;
  - (ii) all shift allowances (including Saturday and Sunday but not including Holiday shift allowances) calculated in accordance with clause 7 which the Employee would have received for the Ordinary Hours that the Employee would have otherwise worked; and
  - (iii) a payment for all Paid Meal Breaks which the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked.
- (g) Despite paragraph (f) above, if an Employee has at least 12 months continuous service, the Employee shall be entitled to the following payments upon taking a period of Annual Leave:
  - (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked; and
  - (ii) a payment for all Paid Meal Breaks which the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked; and
  - (iii) the greater of:
    - (A) all shift allowances (including Saturday and Sunday but not including Holiday shift allowances) calculated in accordance with clause 7 which the Employee would have received for Ordinary Hours that the Employee would have otherwise worked; or

- (B) an Annual Leave Loading of 17.5% of:
  - (i) the Employee's Ordinary Hourly Pay for each Ordinary Hour that the Employee would have otherwise worked; and
  - (ii) the payment for all Paid Meal Breaks that the Employee would have taken during the Ordinary Hours that the Employee would have otherwise worked.
- (h) Where the employment of an Employee is terminated by the Employer for a reason other than malingering, inefficiency, neglect of duty, misconduct or misappropriation, and at the time of the termination the Employee has not been given, and has not taken, the whole of the Annual Leave to which the Employee has become entitled, the Employee shall be paid a loading calculated in accordance with subclause 16(g)(iii)(B) above. This loading shall not be payable to an Employee upon termination except in accordance with this subclause.
- (i) An Employee must obtain the approval of the Motorway Manager before taking any period of Annual Leave.
- (j) For the purposes of this clause 16, 'Ordinary Hourly Pay' means the applicable Ordinary Time Rate of Pay for the Employee's classification at the time of taking the period of Annual Leave plus, where applicable, the hourly amount ordinarily received by the Employee in respect of the First Aid and Accreditation Allowance.

#### **17. Sick Leave**

As set out in clause 17 of Part A.

#### **18. Long Service Leave**

The *Long Service Leave Act 1955* shall apply.

#### **19. Jury Service**

As set out in clause 19 of Part A.

#### **20. Personal/Carer's Leave**

As set out in clause 20 of Part A, except that, for the purposes of clause 20.3 - Annual leave:

- (a) the phrase 'five days in single day periods' is replaced with '38 hours against single Ordinary Shifts' in clause 20.3(a);
- (b) the phrase 'single day absences' is replaced with 'single Ordinary Shift absences' in clause 20.3(c); and
- (c) the phrase 'five consecutive Annual Leave days are' is replaced with '38 consecutive hours of Annual Leave is' in clause 20.3(c).

#### **21. Parental Leave**

As set out in clause 21 of Part A.

#### **22. Bereavement Leave**

As set out in clause 22 of Part A, except that a reference to 'day' shall be replaced by a reference to 'Ordinary Shift'.

#### **23. Occupational Health and Safety**

As set out in clause 23 of Part A.

**24. Clothing**

As set out in clause 24 of Part A.

**25. Medical Examinations**

As set out in clause 25 of Part A.

**26. Training**

As set out in clause 26 of Part A.

**27. Alcohol and Other Drugs**

As set out in clause 27 of Part A.

**28. Probationary Period**

As set out in clause 28 of Part A.

**29. Union Procedure**

As set out in clause 29 of Part A.

**30. Dispute Settlement Procedures**

As set out in clause 30 of Part A.

**31. Anti-Discrimination**

As set out in clause 31 of Part A.

## APPENDIX A

### Ordinary Rates of Pay

	Hourly Rate of Pay as at 30/09/2005	Weekly Rate of Pay as at 30/09/2005	Hourly Rate of Pay as at 1/10/2005	Weekly Rate of Pay as at 1/10/2005	Hourly Rate of Pay as at 1/04/2006	Weekly Rate of Pay as at 1/04/2006	Hourly Rate of Pay as at 1/10/2006	Weekly Rate of Pay as at 1/10/2006	Hourly Rate of Pay as at 1/04/2007	Weekly Rate of Pay as at 1/04/2007	Hourly Rate of Pay as at 1/10/2007	Weekly Rate of Pay as at 1/10/2007	Hourly Rate of Pay as at 1/04/2008	Weekly Rate of Pay as at 1/04/2008
	Existing Hourly Rate of Pay	Existing Weekly Rate of Pay	Wage Increase No 1 2%	Wage Increase No 1 2%	Wage Increase No 2 2%	Wage Increase No 2 2%	Wage Increase No 3 2%	Wage Increase No 3 2%	Wage Increase No 4 2%	Wage Increase No 4 2%	Wage Increase No 5 2%	Wage Increase No 5 2%	Wage Increase No 6 2%	Wage Increase No 6 2%
Electronics Technician	\$24.65 Per Hour	\$936.70 Per Week	\$25.14 Per Hour	\$955.32 Per Week	\$25.64 Per Hour	\$974.32 Per Week	\$26.15 Per Hour	\$993.70 Per Week	\$26.67 Per Hour	\$1,013.46 Per Week	\$27.20 Per Hour	\$1,033.60 Per Week	\$27.74 Per Hour	\$1,054.12 Per Week

**Note**

The Weekly Rate of Pay set out in the above table for an Electronics Technician includes an all purpose Electricians Licence Allowance.

**APPENDIX B**  
**SIGNATORIES**

This Agreement is made on the 9th January 2006

**Between**

Leighton Services Australia Pty Limited:

.....  
Graham Dicker  
Motorway Manager

.....  
Witnessed by [signature]

.....  
Witness name [print]

**and**

The Electrical Trades Union of Australia New South Wales Branch:

.....  
Bernie Riordan  
Secretary

.....  
Witnessed by [signature]

.....  
Witness name [print]