

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/186

TITLE: Eastern Distributor Flexible Shift Agreement

I.R.C. NO: IRC02/1596

DATE APPROVED/COMMENCEMENT: 9 April 2002

TERM: 9 October 2002

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 June 2002

DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to permanent full-time and part-time employees who are classified as Motorway Patroller and Electronic Technician employed by Leighton Contractors Pty Limited NSW - Act Branch in respect to the operations and maintenance work associated with the Eastern Distributor.

PARTIES: Leighton Contractors Pty Limited -&- Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales



**ENTERPRISE AGREEMENT
2002**

BETWEEN

Registered
Enterprise Agreement
Industrial Registrar

**LEIGHTON CONTRACTORS PTY LIMITED
NSW & ACT BRANCH**

AND

**THE AUSTRALIAN WORKERS' UNION
GREATER NEW SOUTH WALES BRANCH**

AND

**THE ELECTRICAL TRADES UNION OF AUSTRALIA
NEW SOUTH WALES BRANCH**

Under the Industrial Relations Act 1996 (NSW)

TABLE OF CONTENTS

1.	TITLE	1
2.	COMMENCEMENT AND NOMINAL TERM	1
3.	INTRODUCTION	2
4.	COMMITMENT	6
5.	CONTRACT OF EMPLOYEMENT	6
6.	DUTIES	7
7.	HOURS OF WORK AND ENTITLEMENTS	7
8.	OVERTIME	13
9.	REST PAUSES	14
10.	PAID MEAL BREAK	14
11.	WAGE INCREASES	15
12.	ELECTRONIC FUNDS TRANSFER	15
13.	RESTRICTIVE WORK PRACTICES	15
14.	TECHNOLOGICAL CHANGE	15
15.	SUPERANNUATION	16
16.	ANNUAL LEAVE	16
17.	SICK LEAVE	18
18.	LONG SERVICE LEAVE	18
19.	JURY SERVICE	18
20.	PERSONAL/CARER'S LEAVE	18
21.	PARENTAL LEAVE	19
22.	BEREAVEMENT LEAVE	19
23.	OCCUPATIONAL HEALTH AND SAFETY	19
24.	CLOTHING	19
25.	MEDICAL EXAMINATIONS	19
26.	TRAINING	19
27.	ALCOHOL AND OTHER DRUGS	19
28.	PROBATIONARY PERIOD	19
29.	UNIONS PROCEDURE	19
30.	DISPUTE SETTLEMENT PROCEDURES	19
31.	ANTI-DISCRIMINATION	20
32.	NO DURESS	20
33.	NO EXTRA CLAIMS	20
	SIGNATURES	21
	"APPENDIX A" Ordinary Rates of Pay	22



1. TITLE

The short title of this enterprise agreement shall be the 'Eastern Distributor Flexible Shift Agreement'.

2. COMMENCEMENT AND NOMINAL TERM

2.1 This Agreement shall commence after it is approved by the Commission and:

(a) for Employees in the classification of Motorway Patrollers, on the earlier of:

(i) the expiry of these Employees' then current Shift Roster under the Award; or

(ii) any other time agreed to by the Parties; and

(b) for Employees in the classification of Electronics Technician, on the earlier of:

(i) the expiry of these Employees' then current Shift Roster under the Award; or

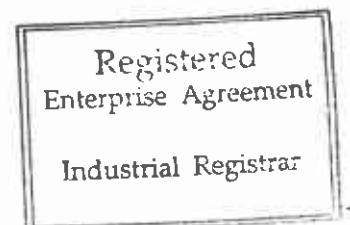
(ii) any other time agreed to by the Parties.

2.2 The nominal term of this Agreement shall be for the longer of:

(a) a period of six months from the date that this Agreement first applies to any Employee; or

(b) the period ending on the date of the making of a new award to replace the Award (but this period shall not, in any event, be greater than three years).

2.3 The Parties acknowledge that during the nominal term of this Agreement the Parties will have the opportunity to trial the effectiveness of the work practices outlined in this Agreement. During the trial period the Parties will endeavour to improve productivity and efficiency in the operation of the Eastern Distributor Motorway without causing any adverse effect on occupational health and safety in the workplace.



The Parties acknowledge that the Employer is under no obligation to continue to employ Employees under the terms of this Agreement beyond the expiry of the nominal term. In addition, the Employer reserves the right to terminate this Agreement at any time in accordance with the *Industrial Relations Act 1996*, in which case the Employees will revert to employment under the terms of the Award.

- 2.4 The making of this Agreement, the terms of this Agreement and the work practices outlined in this Agreement 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 Flexible Shift Agreement.

'**Award**' means the Eastern Distributor Consent Award.

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

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

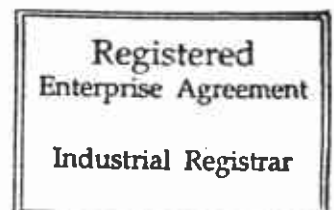
'**Eastern Distributor**' means the motorway from the Cahill Expressway near the Domain Tunnel, to Southern Cross Drive near Link Road, Rosebery and the areas adjacent nominated as 'Maintenance Areas' in the contract between the Client and the Employer.

'**Electronics Technician**' means an Employee whose duties are defined in Clause 6.2.

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

- (a) Shift Work Employees (as defined in the Award); or
- (b) Continuous Shift Work Employees (as defined in the Award),

and includes Full Time and Part Time Employees.



'Employer' means Leighton Contractors Pty Limited NSW - ACT Branch.

'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 Unions 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.

'Motorway Patroller' means an Employee whose duties are defined in Clause 6.1.

'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

Registered Enterprise Agreement Industrial Registrar
--

- (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 Agreement 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 Unions and the Employees.

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

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

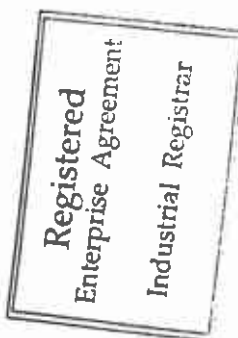
'Redundancy' occurs when an Employee's position ceases to exist and may be caused by a variety of reasons, including, among others, technological change, loss of business or economic downturn.

'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 Agreement 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.

'Unions' means the Australian Workers' Union Greater New South Wales Branch and the Electrical Trades Union of Australia New South Wales Branch.

3.2 Joint Statement and Incidence

This Agreement is between the Employer and the Unions acting on behalf of the Employees who are eligible to be members of those Unions and who are engaged to work on the Eastern Distributor.

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

This Agreement shall apply to the employment by the Employer of Employees classified as Motorway Patroller and 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 the Award.

3.4 Interaction with Award

This Agreement sets out exclusively the conditions of employment for Employees. Unless expressly referred to in this Agreement, the Award, either in whole or in part, shall not apply to the Employees.

The conditions of employment of Casual Employees and Day Work Employees (as each of those terms is defined in the Award) of the relevant classification will continue to be regulated by the Award. The Employer reserves the right to engage permanent employees of the relevant classification to work Day Work (as that terms is defined by the Award).

Once the Employer no longer requires a relevant employee to work Day Work (as that term is defined by the Award), the employee may be directed by the Employer to commence Shift Work and, therefore, this Agreement will then apply to the employee.

If the Employer and an Employee agree, an Employee may cease Shift Work and work Day Work under the Award. If there is no agreement, the Employee shall continue to work Shift Work.

If a provision of the Award is referred to in this Agreement:

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

4. COMMITMENT

As set out in clause 4 of the Award.

5. CONTRACT OF EMPLOYMENT

5.1 Each Employee shall be employed on either a ~~full-time or part-time~~ basis under one of the following classifications:

- Motorway Patroller
- Electronics Technician

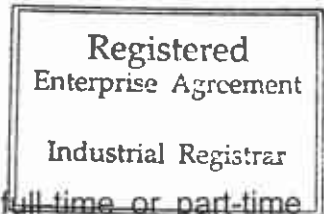
Full-time and Part-time Employees will be given a minimum period of notice for termination as specified in the *Workplace Relations Act 1996*.

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 the Award.

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 the Award.

6. DUTIES

6.1 Motorway Patroller

As set out in clause 6.2 of the Award.

6.2 Electronics Technician

As set out in clause 6.3 of the Award.



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 Agreement.

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 of \$0.25 per hour worked, and this allowance shall not attract any penalty or premium.

A. FULL TIME EMPLOYEES

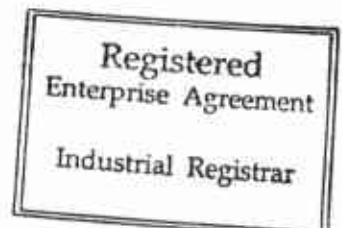
Each Full Time Employee shall work Ordinary Weekly Hours.

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.

Registered
Enterprise Agreement
Industrial Registrar

(d) Overtime

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

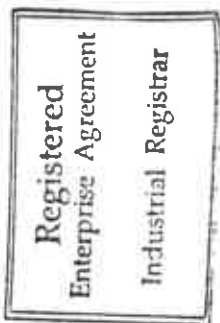
An Employee is not entitled to both a shift allowance (whether for a Shift in respect of Afternoon Work, Night Work, Saturday, Sunday or Holiday) and Overtime penalty. The Employee shall be paid the higher of an applicable shift allowance or Overtime penalty.

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 and 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

Registered
Enterprise Agreement
Industrial Registrar

(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 Agreement.

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.

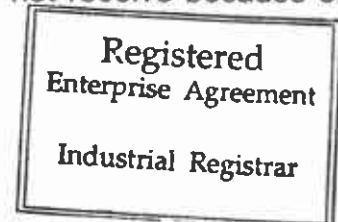
- 8.3 If, on the instruction of the Employer, such an Employee resumes work without having had ten consecutive hours off duty between Shifts, he/she shall then be paid at double time until he/she is released from duty for that period and he/she shall then be entitled to be absent until he/she has had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

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 more than:
- (a) five continuous hours but less than eight and a half continuous hours shall be entitled to a Paid Meal Break of thirty minutes, and



- (b) 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 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 a wage increase of 2% from 1 April 2002.

12. ELECTRONIC FUNDS TRANSFER

As set out in clause 12 of the Award.

13. RESTRICTIVE WORK PRACTICES

As set out in clause 13 of the Award.

14. TECHNOLOGICAL CHANGE

As set out in clause 14 of the Award.

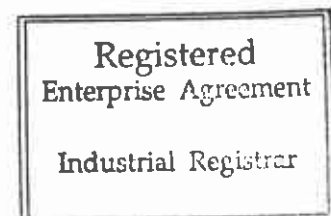


15. SUPERANNUATION

As set out in clause 15 of the Award.

16. ANNUAL LEAVE

- (a) Except as provided by this clause 16, the *Annual Holidays Act 1944* (NSW) ('Act') 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 Agreement.
- (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 Agreement 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 Agreement (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 the Award shall be converted to an hourly entitlement calculated on the basis of one week's leave under the Award 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 Agreement (for Part Time Employees), of leave under this Agreement.
- (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 16.1, '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 Supervisor, First Aid and Leading Hand allowances.

17. SICK LEAVE

As set out in clause 17 of the Award.

18. LONG SERVICE LEAVE

The *Long Service Leave Act 1955* shall apply.

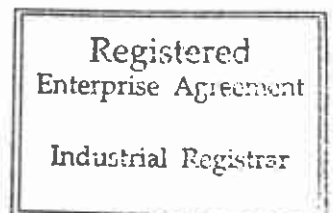
19. JURY SERVICE

As set out in clause 19 of the Award.

20. PERSONAL/CARER'S LEAVE

As set out in clause 20 of the Award, 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 the Award.

22. BEREAVEMENT LEAVE

As set out in clause 22 of the Award, 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 the Award.

24. CLOTHING

As set out in clause 24 of the Award.

25. MEDICAL EXAMINATIONS

As set out in clause 25 of the Award.

26. TRAINING

As set out in clause 26 of the Award.

27. ALCOHOL AND OTHER DRUGS

As set out in clause 27 of the Award.

28. PROBATIONARY PERIOD

As set out in clause 28 of the Award.

29. UNIONS PROCEDURE

As set out in clause 29 of the Award.

30. DISPUTE SETTLEMENT PROCEDURES

As set out in clause 30 of the Award.



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 Agreement 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.

32. NO DURESS

The parties declare that this Agreement was not entered into under any duress and that they understand its effect.


33. NO EXTRA CLAIMS

Neither the Unions, nor any Employee shall make any claim against the Employer for any increase in rates of pay or allowances or make any other claim during the nominal term of this Agreement.

SIGNED for and on behalf of LEIGHTON
CONTRACTORS PTY LIMITED
ACN 000 893 667 in the presence
of


Signature of witness

R. B. BUSH.
Name of witness (print)


Signature of General Manager
NSW & ACT

R. P. TURCCHINI
Name of General Manager
NSW & ACT

SIGNED for and on behalf of THE
AUSTRALIAN WORKERS'
UNION GREATER NEW SOUTH
WALES BRANCH in the presence
of


Signature of witness

WENDY SECHEN
Name of witness (print)


Signature of Union Secretary

RUSS COLLISON
Name of Union Secretary

SIGNED for and on behalf of THE
ELECTRICAL TRADES UNION
OF AUSTRALIA NEW SOUTH
WALES BRANCH in the presence
of


Signature of witness

Robert B. Bush
Name of witness (print)


Signature of Union Secretary

BERNIE RIORDAN
Name of Union Secretary



"APPENDIX A" Ordinary Rates of Pay

CLASSIFICATIONS	Weekly Rate of Pay at Commencement	Hourly Rate of Pay as at Commencement	Weekly Rate of Pay as at 01/04/02	Hourly Rate of Pay as at 01/04/02
	Commencement Weekly Rate of Pay	Commencement Hourly Rate of Pay	Wage Increase No. 1 – 2% (Wage increase No 5 under the Award)	Wage Increase No 1 – 2% (Wage increase No 5 under the Award)
Electronics Technician	\$807.49 Per Week	\$21.2498 Per Hour	\$823.64 Per Week	\$21.6748 Per Hour
Motorway Patroller	\$654.87 Per Week	\$17.2335 Per Hour	\$667.97 Per Week	\$17.5782 Per Hour