



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Eraring Energy T/A Eraring Energy (AG2013/238)

ERARING ENERGY ENTERPRISE AGREEMENT 2013

Electrical power industry

SENIOR DEPUTY PRESIDENT
HAMBERGER

SYDNEY, 15 FEBRUARY 2013

Application for approval of the Eraring Energy Enterprise Agreement 2013.

[1] An application has been made for approval of an enterprise agreement known as the *Eraring Energy Enterprise Agreement 2013* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act).

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] The Australian Workers' Union (AWU), The Association of Professional Engineers, Scientists and Managers, Australia (APESMA), The Australian Institute of Marine and Power Engineers (AIMPE), the Community and Public Sector Union, SPSF Group Branch (CPSU-SPSF), the Construction, Forestry, Mining and Energy Union (CFMEU), the Australian Municipal, Administrative, Clerical and Services Union (ASU), the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (AMWU) and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

[4] The Agreement is approved and will operate from 22 February 2013. The nominal expiry date of the Agreement is 31 December 2016.

SENIOR DEPUTY PRESIDENT

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ERARING ENERGY
Enterprise Agreement 2013
ARRANGEMENT

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Section 1 – Administration

1. Respondents to the Agreement, Communication and Consultation

Parties

- 1.1 This Agreement has been made with the consent of Eraring Energy and the Unions listed below on behalf of the employees of Eraring Energy.
- Electrical Trades Union of Australia, New South Wales Branch
 - Australian Municipal, Administrative, Clerical and Services Union New South Wales United Services Branch (USU)
 - Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)
 - Construction, Forestry, Mining and Energy Union (NSW Branch)
 - Community and Public Sector Union
 - Australian Institute of Marine and Power Engineers, New South Wales District
 - Australian Workers' Union, New South Wales
 - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

Communication Mechanism

- 1.2 (a) The purpose of the communication mechanism is to create a structure that will facilitate the agreed outcomes of this Agreement, as stated in subclauses 2.1 and 2.2.
- (b) Senior Management of Eraring Energy will meet with representatives of Unions NSW and Unions from time-to-time to discuss industry related issues. These Peak Communication Committee meetings will be held as required.
- (c) A Steering Committee will consist of representatives of Eraring Energy Management, Unions NSW, Unions and Delegates. This Committee will oversee the operation of the Agreement and will receive recommendations from the Working Group/s. The Steering Committee will meet at least quarterly.
- (d) Working Group/s will consist of Management representatives and Delegates representing employees. This Group will develop strategies in relation to the Agreement and make recommendations to the Steering Committee. The Working Groups will meet at least quarterly.
- (e) Local Consultative Committees comprising representatives from Eraring Energy, Local Delegates and employees will meet monthly and provide feedback to the Working Group and Steering Committee as appropriate.

Consultation

- 1.3 (a) This clause applies where:
- (i) Eraring Energy is considering the introduction of a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) the change is likely to have a significant effect on employees of the enterprise.
- (b) Eraring Energy must notify the relevant employees and the Unions of the consideration to introduce the major change via the communication mechanism outlined in subclause 1.2.
- (c) The relevant employees may appoint a representative for the purposes of the procedures in this clause.

- (d) If:
- (i) a relevant employee/s appoints a representative for the purposes of consultation; and
 - (ii) the employee/s advise Eraring Energy of the identity of the representative; Eraring Energy must recognise the representative.
- (e) As soon as practicable Eraring Energy must:
- (i) discuss with the relevant employees and Unions:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and
 - the measures Eraring Energy is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (ii) for the purposes of the discussion — provide, in writing, to the relevant employees and Unions:
 - all relevant information about the change including the nature of the change proposed; and
 - information about the expected effects of the change on the employees; and
 - any other matters likely to affect the employees.
 - (iii) utilise the communication mechanism outlined in subclause 1.2.
- (f) However, Eraring Energy is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) Eraring Energy must give prompt and genuine consideration to matters raised about the major change by the relevant employees and Unions.
- (h) If a clause in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of Eraring Energy, the requirements set out in subclauses (b), (c) and (e) are taken not to apply.
- (i) In this clause, a major change is likely to have a significant effect on employees if it results in:
- (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of Eraring Energy's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.
- (j) In this clause, **relevant employees** means the employees who may be affected by the major change.

2. Intent, Commitment, Scope and Duration

Intent

- 2.1 The purpose of the Agreement is to provide an agreed framework for Eraring Energy, Unions and employees to work together towards productivity, sustainability, flexibility and commercial success.

Commitment

- 2.2 The parties to this Agreement are committed to the following shared objectives.
- (a) Eliminate workplace injuries;
 - (b) Maintain a cooperative, safe and productive working environment;
 - (c) Increase the competitiveness, productivity, efficiency, diversity and flexibility of Eraring Energy;
 - (d) Continue the development of more flexible, efficient and adaptable management and work practices;
 - (e) Continue to improve and develop better and more effective communication and consultative practices within Eraring Energy;
 - (f) Participate in Eraring Power Station Operator Restructure (TRIO trial) in good faith and actively contribute to the development of methods of operation which support the TRIO concept.

The parties recognise their respective positions with regard to industrial relations matter 3045/06.

Electricity Generator Assets (Authorised Transactions) Act 2012

- 2.3 In the event of a sale of the organisation the employee protections contained within the Electricity Generator Assets (Authorised Transactions) Act 2012 (assented 5th June, 2012) shall, at a minimum, apply to employees covered by this Agreement.

Scope

- 2.4 This Agreement replaces the Eraring Energy Enterprise Agreement 2012.

Who does it apply to?

It applies to Eraring Energy and all employees of Eraring Energy who work within the classifications categorised at subclause 25.5. It does not apply to Senior Executives.

Duration

- 2.5 This Agreement will be effective from 1st January, 2013 until 31st December, 2016.

3. Grievance and Disputes Procedures

- 3.1
- (a) This Enterprise Agreement recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action.
 - (b) It is intended that most issues will be resolved informally between employees and Team Leaders by gathering and understanding the facts and by discussion. An employee may be assisted by their employee representative in these discussions.
 - (c) Except where a genuine safety issue is involved, until the matter is resolved work will continue as normal (which may mean the existing arrangement or an agreed holding arrangement) without interruption and without prejudice to final settlement.
- 3.2 Employees' work related grievances are to be dealt with as follows:
- (a) Employees or Union delegates who have a grievance on any issue which is not resolved informally under subclause 3.1 shall then raise the matter with their immediate Team Leader by email or in writing.
 - (b) The Team Leader shall provide the necessary response by email or in writing as soon as possible but no later than 24 hours following the grievance being raised.
 - (c) If an answer cannot be given within 24 hours a progress report by email or in writing will be given at that time.
 - (d) When the grievance has not been resolved to the satisfaction of any party, the issue will be referred by the Team Leader to an Executive Manager or their representative by email or in writing.
 - (e) The relevant Executive Manager or their representative and Union representative will at the earliest possible time following referral, convene a grievance meeting which will attempt to resolve the matter.

The meeting should include:
 - Team Leader representative
 - Executive Manager representative
 - Delegate(s) involved in the grievance
 - Union Official(s) or their representative(s)
 - (f) The grievance will be discussed at the meeting with a view to achieving agreement or resolution.
 - (g) If the matter is not settled through the foregoing procedure then the aggrieved party shall refer the matter to either:
 - (i) Unions NSW for their attention so as to provide conferences of all parties with a view to reaching a solution; or
 - (ii) The Industrial Relations Commission of New South Wales for conciliation and arbitration as may be required in the manner prescribed by the NSW *Industrial Relations Act 1996* as amended.

- (h) If an agreement is not reached about the grievance or dispute, and the grievance or dispute remains outstanding, the disagreement shall be settled or resolved by a person who is a Member of the Industrial Commission of New South Wales ('the Commission') in the exercise of the powers and functions conferred by s 146B of the *Industrial Relations Act 1996* ('the IR Act'), in accordance with the following:
- (i) A party or the parties to this agreement shall notify the Industrial Registry established under the IR Act in Sydney or, in the case of a regional dispute, in Newcastle or Wollongong, as applicable, of the existence of a dispute or grievance, and that the final stage of this dispute settlement procedure is being invoked in accordance with the terms of this agreement;
 - (ii) The President of the Commission or, in his absence or upon his nomination, the Vice-President of the Commission shall select a Member of the Commission to deal with the dispute or grievance in accordance with this clause;
 - (iii) The Member of the Commission, so allocated, shall first attempt to resolve the dispute or grievance by conciliation. In doing so, the Member may require the attendance of any party to the agreement or request the attendance of any other person and exercise any of the powers and discharge the functions as specified in s 134 of the IR Act;
 - (iv) If the dispute or grievance is not resolved by conciliation, any remaining disagreement shall be resolved and determined by arbitration. Subject to the appeal provided for in subclause 5, the determination by arbitration shall be final and binding on the parties to this agreement and any person bound by the agreement;
 - (v) The parties to the arbitration may appeal any decision and determination made in accordance with subclause 4 above. Such an appeal shall be conducted before three persons who are Members of the Commission who are selected by the President of the Commission or, in his absence, the Vice-President of the Commission who shall constitute a 'Full Bench' within the meaning of that expression in the IR Act. The appeal shall be conducted in accordance with the terms of Pt 7 Ch 4 of the IR Act, so far as those provisions would apply to an appeal from a decision or order made under s 136 of that Act;
 - (vi) The President may select different persons, Members of the Commission, to conduct the conciliation and/or arbitration. However, the same Member will normally conduct both the conciliation and arbitration;
 - (vii) Without limiting the powers and functions conferred by the foregoing provisions, the following powers and functions may be exercised by the person selected to conciliate and/or arbitrate:
 - i. Settle any dispute or grievance about a matter referred to in s 186(6)(a) of the *Fair Work Act 2009* ('the FW Act');
 - ii. Adopt any procedure and the exercise of any power referred to or specified in Pt 5 of Ch 4 of the IR Act;
 - iii. Resolve any dispute or grievance over the making of a new agreement (provided that any conciliation or arbitration about that matter shall not occur earlier than six months before the expiry of this agreement and the resolution of any such issue shall not result in any change in this agreement before its expiry).
 - iv. Employees may be represented at any stage of, or in any part of, the above process by their Union or Unions or otherwise as approved by the Member of the Commission settling or resolving the dispute or grievance;
 - v. The exercise of any power or function under this clause is subject to the requirements of s 740(4) of the FW Act.

4. Anti-Discrimination

- 4.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in Section 351 of the *Fair Work Act 2009* - An employer must not take adverse action against a person who is an employee, or prospective employee, of the employer because of the person's race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 4.2 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. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 4.3 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 or unlawful discrimination or harassment.
- 4.4 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 practice 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.
- 4.5 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) Employers 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 the religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.'

Section 2 – Hours of Work

5. Hours of Work

For the purpose of meeting the needs of the industry, Eraring Energy may require an employee to work:

- 5.1 (a) Reasonable overtime, including Saturdays, Sundays and public holidays;
(b) Day work or shift work, or to transfer from one system of working to another, including transfer from one system of shift work to another.

Unless a reasonable excuse exists, an employee will work or transfer in accordance with these requirements.

What is a day worker?

- 5.2 Day workers are employees who work their ordinary hours from Monday to Friday inclusive and who are not entitled to a paid meal break during their ordinary working hours.

The span of ordinary working hours for day workers is 7:00 am to 6:00 pm, Monday to Friday inclusive.

Ordinary hours of work for day workers

- 5.3 The ordinary hours of work for day workers will not exceed 35 hours per week or 70 hours per fortnight, where a nine day fortnight is observed.

- 5.4 Day workers work a standard pattern of nine days per fortnight except where a negotiated alternative arrangement is agreed to between Eraring Energy and an employee/s.

Unions will endorse these alternative arrangements provided:

- (a) There is genuine agreement between the individual and management.
(b) There are clear terms of agreement.
(c) Individuals who choose to work a nine day fortnight are not disadvantaged.

- 5.5 The ordinary hours of work for shift workers is an average of 35 hours a week over a roster cycle. Shift workers may be required to work more than 35 hours in one or more weeks, but the total number of ordinary hours worked in roster cycle must not be more than the number of weeks in a roster cycle multiplied by 35 hours.

How are ordinary hours determined?

- 5.6 Eraring Energy will determine the group or team requirements for availability at work of staff to ensure that the business can function properly. Starting and finishing times for employee/s will be established by Eraring Energy. Alternative arrangements on an individual basis may be negotiated by agreement.

Accrual of hours

- 5.7 Employees on day work may elect, with the approval of management, to accrue up to a maximum of 35 hours and may take accrued time off for any reason.

The time off will be on a date agreed to by employee/s and Eraring Energy.

Should an employee be found to have accrued more than the 35 hours, the extra time off shall be taken within one month, unless the employee has approval from the relevant Executive Manager to accrue in excess of 35 hours.

Time off in lieu of time worked

- 5.8 Notwithstanding any of the provisions contained in this clause, employees may elect to take time off in lieu, consistent and together with the provisions of subclause 5.7 of this clause, when they are required to work overtime. Normal overtime provisions such as transport and meal allowance will be applicable. Time in lieu will be done by agreement between teams/employees affected and their Team Leader or Manager.

6. Shift Work

Overtime and shift work

6.1 For the purpose of meeting the needs of the industry, Eraring Energy may require an employee to work:

- (a) Reasonable overtime, including Saturdays, Sundays and public holidays;
- (b) Day work or shift work, or to transfer from one system of working to another, including transfer from one system of shift work to another.

Unless a reasonable excuse exists, an employee will work or transfer in accordance with these requirements.

Types of shift

6.2 There are two types of shift work:

- (a) *Regular* – in which an employee works a roster with a 1, 2 or 3 shift system which continues for three or more months; and
- (b) *Irregular* – in which an employee works a roster with a 1, 2 or 3 shift system which continues for less than three months.

6.3 Both types of shift work may be worked:

- Monday to Friday inclusive; or
- Monday to Saturday inclusive; or
- Monday to Sunday inclusive.

They may begin and end on any of the days in these periods.

Ordinary hours

6.4 The ordinary hours of work for shift workers is an average of 35 hours per week over a roster cycle. Shift workers may be required to work more than 35 hours in one or more weeks, but the total number of ordinary hours worked in a roster cycle must not be more than:

- Number of weeks in a roster cycle
- Multiplied by 35 hours.

6.5 These ordinary hours must be worked during the hours for which the employees are rostered for duty.

6.6 Employees who are required to work more than 11 ordinary shifts in 12 consecutive days, must be paid at overtime rates for the 12th and following consecutive shifts. (See clause 8 for overtime rates.)

Shift Allowance

6.7 Shift work may be:

- (a) Early Morning Shift – a shift commencing after 5.00 am and before 6.30 am.
- (b) Afternoon Shift – a shift finishing after 6.00 pm and at or before midnight.
- (c) Night Shift – a shift:
 - (i) Finishing between midnight and at or before 8.00am; or
 - (ii) Commencing between midnight and at or before 5.00am.

Eraring Energy will decide the commencing and finishing times of shifts to suit the needs and circumstances of each establishment.

- 6.8 Shift workers, who work on a shift work roster, must be paid the following allowances:
- | | |
|----------------------|--|
| <i>Early Morning</i> | - the greater of 10% of single time for the shift and \$7.87 (01.01.13), \$8.15 (01.01.14), \$8.44 (01.01.15), \$8.74 (01.01.16) |
| <i>Afternoon</i> | - the greater of 20% of single time and \$28.66 (01.01.13) \$29.66 (01.01.14), \$30.70 (01.01.15), \$31.77 (01.01.16) |
| <i>Night</i> | - the greater of 20% of single time and \$28.66 (01.01.13) \$29.66 (01.01.14), \$30.70 (01.01.15), \$31.77 (01.01.16) |
- 6.9 Shift workers who are engaged on a roster which:
- (a) Requires the working of continuous afternoon or night shifts for more than two weeks; and
 (b) Works such shifts on other than a public holiday, Saturday or Sunday,
- must be paid the following allowances:
- | | |
|-----------------------------------|--|
| <i>Continuous Afternoon Shift</i> | - 25% of single time |
| <i>Continuous Night</i> | - 30% of single time or a reduced shift number of weekly hours at time and one quarter to give the shift worker the equal of a full week's ordinary pay. |
- 6.10 Shift workers rostered on other continuous night shift rosters for two weeks or less must be paid for such shifts the overtime rates in clause 7 Overtime – Day Work.
- 6.11 Shift workers working continuous night shifts for two weeks or less and work such shifts on a public holiday must be paid in accordance with subclause 6.13.
- 6.12 The allowances are not paid to shift workers for overtime or for any shift for which they are paid overtime penalty rates.
- Shift Penalty**
- Public Holidays*
- 6.13 Shift workers must be paid for all time worked on a rostered shift on a public holiday the penalty of 150% of single time.
- Other than Public Holidays*
- 6.14 Shift workers must be paid the following penalties for all shifts worked on the following days that are not public holidays:
- | <i>Shift</i> | <i>Penalty</i> |
|---------------------------|---------------------|
| (a) Saturday – all shifts | 50% of single time |
| (b) Sunday – all shifts | 100% of single time |
- Only one rate to apply*
- 6.15 Only the highest penalty rate can apply if more than one penalty could apply to a particular period of work.

Roster Loading

- 6.16 Payment of roster loading is made as compensation for the unevenness of payments under this Agreement. Payment is also made instead of shift disabilities not covered by payments under this Agreement including:
- (a) The variety of starting and finishing times
 - (b) The need to be readily available for work and to work, as required, during meal breaks and at all other times during the shift
 - (c) Minor variations to established duties
 - (d) The requirement to work as rostered on any day of the week.

Roster Loading – rates

- 6.17 The roster loading for ordinary hours actually worked is:
- (a) 4.35% of salary for:
 - (i) employees on seven day continuous shift work rosters
 - (ii) employees regularly rostered to work ordinary shifts on both Saturdays and Sundays
 - (iii) employees rostered to work continuous afternoon or night shifts
 - (iv) employees working day shift only including a shift on Sundays
 - (b) 2.12% of salary for:
 - (i) employees on rotating shift work who are rostered to work ordinary shifts involving afternoon and/or night shifts but who are not regularly rostered to work ordinary shifts on both Saturdays and Sundays
 - (ii) employees working day shift only on Monday to Saturday

Roster loading – different grade duties

- 6.18 Employees carrying out higher grade duties on shift work must be paid the roster loading for the higher grade classification.

Employees carrying out lower grade duties on shift work, including those on retained rates, must be paid the roster loading for their regular classification or retained rates as the case may be.

Roster Loading – excluded Employees

- 6.19 Roster loading is not payable to employees, who are engaged on irregular shift work, ie. in respect of a roster which does not continue for more than one month and which attracts overtime penalty rates.

Roster Loading – during training

- 6.20 Shift workers required to transfer from one shift to another to undergo training must be paid the roster loading appropriate to:
- (a) The shift roster worked immediately before the training if the period of training is less than five consecutive working days; or
 - (b) The new shift roster if the period of training continues for five or more consecutive working days
- 6.21 Day workers required to transfer to a shift work roster to undergo training must be paid the roster loading appropriate to the shift roster if the period of training continues for at least five consecutive working days.

General*Payment while at training school*

- 6.22 Shift workers must be paid the roster loading, shift allowance and penalty rates for public holidays, Saturday and Sunday shifts, which they would have received for their appointed duties if they are:
- (a) Training for appointment to a position in their existing or higher grade; or
 - (b) Attending refresher training courses; or
 - (c) Attending general training courses and/or station training courses to qualify to carry out higher grade duties.

Payments must not include any overtime or higher grade which might have otherwise been worked.

Public Holidays

- 6.23 Shift workers who, on a public holiday;
- (a) Work an ordinary rostered shift; or
 - (b) Are rostered off duty (except when on annual or long service leave)

Are entitled to have a day added to their annual leave entitlement for each public holiday prescribed in clause 24 of the Agreement. If higher grade pay is involved, the provisions of subclause 15.4 apply.

Not required to work on a public holiday

- 6.24 Shift workers when, according to their Team Leader, are not required for work on a public holiday for a shift for which they are normally rostered must observe the holiday. However, they must be told at least 96 hours before the shift begins that they are not required. They must be paid for all ordinary time not worked in respect of the public holiday at the rate of single time.

Shift worker on a five day shift – public holidays

- 6.25 Shift workers, who are on a five-day shift system, Monday to Friday, must be paid for public holidays observed on Monday to Friday.

Mutual stand down

- 6.26 Shift workers who:
- (a) Are rostered for duty on a shift falling on a Saturday or Sunday; and
 - (b) According to the Team Leader are not required for duty on such day(s).

May, by mutual arrangement with the Team Leader, not attend for duty on such day(s).

They must be paid for all ordinary time not worked at the rate of single time.

Shift work day

- 6.27 If a shift starts on one day and finishes on the next, the day in which the most hours are worked is taken to be the shift work day.

Time of transfer from a shift

- 6.28 When employees are transferring from one system of work to another (including a transfer from one system of shift work to another system of shift work), they are:
- (a) Entitled to all the conditions of the current system of working until they actually begin working in the new system; and
 - (b) Considered to have been transferred only from the time they begin to work in the new system.

Ten hour break

- 6.29 Shift workers are entitled to at least a ten hour break between finishing shift work and commencing day work.

Day workers relieving on regular shift work

- 6.30 Day workers who are required to relieve temporarily on regular shift work must be paid:
- (a) At the rate of time and one half when the ordinary commencing time of the first relief shift is less than eight hours after the employees' actual finishing time under day work conditions
 - (b) At a rate of time and three quarters when:
 - (i) The shift is on a Saturday; and
 - (ii) When the employees have not had an eight-hour break after actual finishing time under day work provisions.

If eight hours or more elapse the first and subsequent shifts shall come under ordinary shift work conditions and the employees shall be considered to be employed on regular shift work.

However, employees must be paid at the rate of time and one quarter for any such shifts where 48 hours notice prior to commencement is not given.

Day workers on irregular shift work

- 6.31 Day workers required to work relieving temporarily on irregular shift work, must be paid for the ordinary hours worked on that roster:
- (a) Overtime rates for day workers if the shift work lasts for two weeks or less; or
 - (b) If it lasts for more than two weeks and less than four, overtime rates for ordinary hours worked in shifts for the first two weeks, and time and one half for ordinary hours worked in shifts for the next two weeks.

Change of roster or shift

- 6.32 Shift workers who are changed from one shift roster to another or from one shift to another must be paid:
- (a) At least time and one quarter for any shift which they begin within 48 hours from the end of the shift in which they were given notice of the change of roster or shift;
 - (b) Overtime rates for the shift which they work without a break following the shift in which they were given notice of the change.

Notice after absence from duty

- 6.33 Shift workers must advise their Team Leader at least eight hours beforehand when they intend to report for duty after being absent from duty.
- 6.34 The Team Leader may send them home if they do not do so. They are not entitled to any payment for the shift.

Handover

- 6.35 Shift workers required to handover at the end of a shift must stay at their work station until:
- (a) The appropriate relieving member of the oncoming shift has arrived at the work station; and
 - (b) The shift worker has informed the relieving member of the current status of running plant and/or maintenance so that the relieving member can start work immediately.
- 6.36 If handover is part of a shift worker's normal requirements on a shift, those shift workers are entitled to time off at the equivalent rate of 13.33 minutes for each shift. When shift workers transfer from one roster to another, this time off must be taken in accordance with the roster systems to which they are transferring. They are entitled to this time off even when they are absent from work on paid leave.
- 6.37 Handover time is to be added together during a roster cycle until it amounts to the time of a full shift. It may then be rostered to be taken off at ordinary time. Any periods in a roster cycle less than a full shift are to be carried forward to the next cycle. Employees with periods of handover time less than a full shift may be rostered off if approved by Eraring Energy.
- 6.38 Any time off as a result of handover time is considered as a non-working day. Shift workers who are required to work on such a day, must be paid overtime in addition to payment for the handover shift.
- 6.39 If handover is not a normal feature of a roster, shift workers may be paid overtime if they are required to handover on a specific occasion
- 6.40 If a roster contains shifts where handover is not a requirement, the calculation of time off will:
- (a) Not be related to such shifts; and
 - (b) Only relate to those shifts in the roster where handover is required.
- 6.41 Overtime shifts are not included in calculating handover time.

Meal breaks

- 6.42 Shift workers are entitled to a paid meal break of 20 minutes during an eight-hour shift, with an additional 20 minutes paid break available during a 12 hour shift.

Twelve hour shifts

- 6.43 The following provisions will apply to Operators Eraring when working 12 hour shift rosters:
- (a) Each ordinary shift will be of 12 hours duration.
 - (b) Payment will be in accordance with the 7 x 3 x 8 hour roster.
 - (c) No benefits additional to those applying to the 7 x 3 x 8 hour roster will be accumulated in relation to sick, annual, long service leave or public holidays.
 - (d) There will be two ordinary shifts per day with day shift being from 7:00 am to 7:00 pm and night shift being from 7:00 pm to 7:00 am

- (e) Twelve hour shift workers who, on a public holiday;
 - (i) Work an ordinary rostered shift; or
 - (ii) Are rostered off duty (except when on annual or long service leave)

Are entitled to have eight hours added to their annual leave entitlement for each public holiday prescribed in clause 24 of the Agreement. If higher-grade pay is involved, the provisions of subclause 15.4 apply.

If observing a public holiday an employee will lose 12 hours annualised salary allowance.

- (f) When taking annual leave, employees will be debited 12 hours from their annual leave balance. No loss of allowances will apply as per annualised salary agreement.
- (g) There will be no decrease in superannuation entitlements due to a change from an eight hour shift roster to a 12 hour shift roster.
- (h) Allowances and Penalties
 - (i)

Saturday	1.5 x hours of shift
Sunday	2.0 x hours of shift
Public holidays	2.5 x hours of shift
Shift allowance (night shift)	1.2 x hours of shift, ie, 20%
Shift allowance (day shift)	1.2 x 4 hours of shift, ie, 3.00 pm to 7.00 pm
 - (ii) Roster loading "A" (all shifts) 4.35%
 - (iii) Monday to Friday shifts:
 - Roster loading "A" and four hours shift allowance to be deducted for day shift (12 hours) on sick leave not supported by a medical certificate
 - Roster loading "A" and shift allowance to be deducted for night shift (12 hours) on sick leave not supported by a medical certificate
 - (iv) Saturday and Sunday shifts:
 - Appropriate weekend penalty to be deducted for (12 hours) on sick leave not supported by a medical certificate
 - Roster loading "A" and four hours shift allowance to be deducted for day shift (12 hours) on sick leave not supported by a medical certificate
 - Roster loading "A" and shift allowance to be deducted for night shift (12 hours) on sick leave not supported by a medical certificate
 - (v) Public Holidays:
 - Appropriate public holiday penalty to be deducted on sick leave not supported by a medical certificate
 - Roster loading "A" and four hours shift allowance to be deducted for day shift (12 hours) on sick leave not supported by a medical certificate
 - Roster loading "A" and shift allowance to be deducted for night shift (12 hours) on sick leave not supported by a medical certificate
- (i) Handover time will be 20 minutes each shift.

7. Overtime – Day Work

What is overtime?

7.1 Overtime is all time worked on:

- (a) Mondays to Fridays before ordinary commencing times
- (b) Mondays to Fridays after ordinary finishing time
- (c) Saturdays
- (d) Sundays
- (e) Public Holidays

How is it calculated?

7.2 In calculating how much overtime a day worker works, each working day is treated separately. Periods worked before the ordinary commencing time and after the ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.

What are the rates of pay?

7.3 Day workers must be paid the following rates for overtime:

<i>Day</i>	<i>Period</i>	<i>Rate</i>
(a) Monday to Friday	first two hours	1.5
	after two hours	2.0
(b) Saturday (not a public holiday)	Before midday: first two hours	1.5
	after two hours	2.0
	After midday all hours worked	2.0
(c) Sunday (not a public holiday)		2.0
(d) Public holiday	in ordinary working hours	2.0 + ordinary pay
	outside ordinary working hours	2.0

Minimum payment for non merging overtime

7.4 An employee must be paid a minimum of four hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time. (This does not apply to an employee required to standby under clause 29 – Standby Allowance).

7.5 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a ten hour break.

Cancellation

7.6 If Eraring Energy cancels a period of prearranged overtime for any reason at short notice, it must pay the employee if notified:

- (a) At home within one hour of the time the employee was to leave home – one hour at single time
- (b) Between the employee's home and the place of work – three hours at single time
- (c) At the place of work – three hours at the appropriate overtime rate.

However an employee who has reported at the place of work may be required to carry out alternative work for a minimum of three hours. Employees who refuse to do this work are not entitled to any overtime payment but they will be paid excess travel and fares, where applicable.

Travel associated with merging overtime

7.7 Employees, who work overtime which merges with normal or rostered working hours, must have their travel to and/or from their homes, arranged by Eraring Energy, if reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with clause 30 – Travelling Time and Fares.

Travel associated with non-merging overtime

7.8 Employees, who work overtime which does not merge with normal or rostered working hours, must be paid for all reasonable time travelled, except when they receive a minimum payment in accordance with subclause 7.4.

Employees shall receive the amount by which the sum of the actual time worked, at the appropriate rate, plus the entitlement to travelling time, in accordance with clause 30 – Travelling Time and Fares, exceeds the minimum payment.

Eraring Energy must reimburse employees for any fares incurred.

Telephone allowance

7.9 Day workers who do not receive a stand-by allowance or a subsidised telephone and who are called out by telephone to work overtime must be paid an allowance of \$12.25 (01.01.13), \$12.68 (01.01.14), \$13.12 (01.01.15), \$13.58 (01.01.16), for each occasion they work overtime. The employees must travel to their work location by their own means.

Time off after overtime – ten hour break

7.10 Whenever reasonably practicable, Eraring Energy must arrange overtime so that employees have at least ten consecutive hours off duty between completing their ordinary work on one day and beginning it on the next.

7.11 If employees resume or continue work without a ten hour break, Eraring Energy must pay them double time until released from duty. They may then be absent until they have had a ten hour break.

7.12 Employees must be paid at ordinary rates for any working time which occurs during this ten hour break.

7.13 The conditions in subclauses 7.10 and 7.11 do not apply to overtime for which a minimum payment is applicable.

- 7.14 If employees:
- (a) Are recalled to work overtime whether notified before or after leaving their place of work; and
 - (b) Would normally be required to work on the next day, then the employees may defer their ordinary commencing time for that day for a period equal to the time worked between 11:00 pm and 5:00 am.

- 7.15 If employees are required to continue to work during part of the period they would normally stand down, Eraring Energy must pay these employees for the period of stand down not taken at overtime rates.

Standing-by for overtime

- 7.16 Employees required to hold themselves in readiness to work overtime after their ordinary finishing time must be paid for that time at ordinary rates for the period between the ordinary finishing time and the commencement of the overtime. However, this condition does not apply to employees required to stand-by under clause 29 – Standby Allowance.

8. Overtime – Shift Work

What is overtime?

- 8.1 Overtime is all time worked by shift workers before commencing time or after finishing time of rostered shifts.

How is it calculated?

- 8.2 In calculating how much overtime a shift worker works, each working day is treated separately. Periods worked before the ordinary commencing time and after the ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.

What are the rates of pay?

- 8.3 Shift workers must be paid the following rates for overtime:

<i>Day</i>	<i>Period</i>	<i>Rate</i>
(a) Monday to Friday	first two hours	1.5
	after two hours	2.0
(b) Saturday (not a public holiday)	<i>Before midday:</i>	
	first two hours	1.5
	after two hours	2.0
	<i>After midday:</i>	
	all hours worked	2.0
(c) Sunday (not a public holiday)		2.0
(d) Public holiday	in ordinary working hours	2.5

Time worked – during rostered break

- 8.4 All time worked during a shift worker's rostered break is paid at the rate of double time.

(A shift worker's rostered break is a period of at least one day's duration, when the shift worker is not required to work an ordinary shift).

Time worked – on non-working days

- 8.5 Employees who:
- (a) Work on a Saturday or Sunday while rostered on a five day, Monday to Friday, shift system; or
 - (b) Work on a Sunday while rostered on a six day, Monday to Saturday, shift system;

shall be paid at ordinary overtime rates for the day(s) concerned.

Minimum payment for non merging overtime

- 8.6 An employee must be paid a minimum of four hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time. (This does not apply to an employee required to standby under clause 29 – Standby Allowance).

8.7 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a ten hour break.

8.8 Regular shift work – merging overtime

Employees who:

- (a) Are required to work irregular shift work; and
- (b) Are being paid double time for the ordinary time they work in accordance with subclause 6.31; and
- (c) Work overtime which merges with the finishing time of the shift they are working;

must be paid at the rate of double time for that overtime.

Time off after overtime – ten hour break

8.9 Whenever reasonably practicable, Eraring Energy must arrange overtime so that employees have at least ten hours off duty:

- (a) Between completing their ordinary work on one shift and commencing the next shift; or
- (b) If working away from their headquarters and incurring excess travelling time.

8.10 If employees resume or continue work without a ten hour break, Eraring Energy must pay them double time until released from duty. They may then be absent until they have had a ten hour break.

8.11 Employees must be paid at ordinary rates for any working time which occurs during this ten hour break.

8.12 If employees are required to continue to work during part of the period they would normally stand down Eraring Energy must pay these employees for the period of stand down not taken at overtime rates.

8.13 Employees who have returned home after working overtime during a rostered break are entitled to the ten hour break provision in respect of the period before commencement of the next ordinary shift.

Time off between shifts

8.14 The rest period off duty must not be less than eight consecutive hours for the purpose of changing shift or shift rosters or where a shift is worked by arrangement between employees themselves.

Shift workers called out – not on standby

8.15 Shift workers must be paid double time for any overtime worked if they:

- (a) Have completed their ordinary shift and returned home; and
- (b) Are notified after leaving their place of work that they are required to work overtime; and
- (c) Start the overtime two hours or more before the starting time of their next ordinary shift; and
- (d) Continue to work up to the starting time of that shift.

If the overtime finishes before the next ordinary shift starts, the shift workers are to be paid double time for the overtime worked, with a minimum payment equal to four hours at the appropriate overtime rate.

If the overtime commences less than two hours before the commencing time of the next rostered shift, such overtime will be paid at the appropriate rate, provided that the overtime worked merges with the commencing time of the next rostered shift.

If the overtime finishes before the next ordinary shift starts the shift workers are to be paid at the appropriate overtime rate for the time worked, with a minimum payment equal to four hours at the appropriate overtime rate.

Notified of overtime before leaving work

8.16 Shift workers must be paid at the appropriate overtime rate for any overtime worked if they:

- (a) Are notified before leaving their place of work; and
- (b) Commence a period of overtime which does not merge with their current ordinary shift; and
- (c) Continue to work up to the starting time of their next ordinary shift.

If the overtime finishes before the next ordinary shift starts, shift workers are to be paid at the appropriate overtime rate for the time worked with a minimum payment equal to four hours at the appropriate overtime rate.

Telephone allowance

8.17 Shift workers who do not receive a stand-by allowance or a subsidised telephone and who are called out by telephone to work overtime must be paid an allowance of \$12.25 (01.01.13), \$12.68 (01.01.14), \$13.12 (01.01.15), \$13.58 (01.01.16), for each occasion they work overtime. The employees must travel to their work location by their own means for which payment is prescribed by clause 30 – Travelling Time and Fares.

Twelve hour maximum

8.18 If shift workers have to work overtime for four or more days due to a temporary shortage of trained staff, Eraring Energy may arrange the overtime so that each normal shift plus the overtime does not exceed a total of 12 hours.

When overtime is not paid

8.19 Shift workers are not entitled to be paid overtime rates if the cause of the work arises from:

- (a) The customary rotation of shifts; or
- (b) Arrangements between or at the request of the shift workers themselves.

9. Meal Allowances on Overtime

When are meal allowances paid?

9.1 Employees must be paid a meal allowance for each continuous period of overtime as follows:

One meal allowance after one hour 30 minutes worked. A second meal allowance after five hours worked.

- (a) An employee is not entitled to more than two meal allowances for any one period of continuous overtime.
- (b) Employees must be paid a meal allowance if they have prepared a meal in readiness for working overtime, which was cancelled at short notice.
- (c) The meal allowances will be paid at a rate determined by the Australian Taxation Office.

10. Meal Breaks – Day Work

- 10.1 Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.
- 10.2 Employees may take meal breaks as they fall due or at some other time by arrangement with the Team Leader. However, employees must not go without a meal break for more than five hours unless there is an emergency.

Disrupted meal breaks

- 10.3 Employees who are unable to take all or part of their normal meal break must be paid:
- (a) overtime for the untaken part of the meal break; and
 - (b) overtime rates until such time the meal break is taken.

Overtime – Monday to Friday

- 10.4 Employees who are required to work overtime for a continuous period either before their ordinary commencing time or after their ordinary finishing time are allowed:
- (a) after one hour 30 minutes – a meal break of 20 minutes
 - (b) after five hours – a second meal break of 20 minutes.
 - (c) after nine hours – a third meal break of 20 minutes.

- 10.5 The meal break must be paid at the appropriate overtime rate.

Employees may take the first meal break:

- 10.6
- (a) during ordinary working hours without loss of pay if the entitlement coincides with the ordinary commencing time; or
 - (b) at the commencement of the overtime or later by arrangement with their Team Leader, if the period of continuous overtime begins after the ordinary finishing time.

Overtime – Saturday, Sunday or public holiday

- 10.7 Employees who are required to work for a period of continuous overtime on a Saturday, Sunday or public holiday are entitled to:
- (a) a meal break of 20 minutes with pay only if they are working during what would be their ordinary working hours and the overtime is for more than four continuous hours; and/or
 - (b) meal breaks with pay as set out in subclause 10.4.

Overtime – meal breaks count

- 10.8 Meal breaks with pay allowed in connection with overtime are considered to be overtime. They do not break continuity and must be included in computing the amount of overtime worked by employees.

Overtime – extension of meal break

- 10.9 Employees may extend meal breaks during overtime up to one hour if the Team Leader agrees. The time in excess of 20 minutes is not paid.

Section 3 – Employment

11. Flexibility

- 11.1 Any individual flexibility arrangement agreed under these flexibility provisions must concern only matters that would be “permitted matters” and must not concern matters that would be “unlawful matters” if those matters were contained in an enterprise agreement.
- (a) Eraring Energy and an individual employee may genuinely agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of Eraring Energy and the individual employee. The terms Eraring Energy and the individual employee may agree to vary the application of are those concerning:
 - (i) arrangements for when work is performed;
 - (b) The agreement between Eraring Energy and the individual employee must:
 - (i) be confined to a variation in the application of one or more of the terms listed in subclause 11.1(a)(i); and
 - (ii) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
 - (c) The agreement between Eraring Energy and the individual employee must also:
 - (i) be in writing, name the parties to the agreement and be signed by Eraring Energy and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;
 - (ii) state each term of this Agreement that Eraring Energy and the individual employee have agreed to vary;
 - (iii) detail how the application of each term has been varied by agreement between Eraring Energy and the individual employee;
 - (iv) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
 - (v) state the date the agreement commences to operate.
 - (d) Eraring Energy must give the individual employee a copy of the agreement within 14 days and keep the agreement as a time and wages record.
 - (e) Except as provided in subclause 11.1(c)(i), the agreement must not require the approval or consent of a person other than Eraring Energy and the individual employee.
 - (f) Eraring Energy must provide for consultation with the relevant Union seven days or as otherwise agreed, prior to entering into an arrangement with an employee. To avoid doubt the relevant Union is not required to approve or consent to any flexibility arrangement with an employee. Eraring Energy shall not disclose names of employees without their consent. Notification to the relevant Union shall include the details of classification affected. Where the individual employee’s understanding of written English is limited Eraring Energy must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
 - (g) The agreement may be terminated:
 - (i) by Eraring Energy or the individual employee giving four weeks’ notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (ii) at any time, by written agreement between Eraring Energy and the individual employee.
 - (h) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Eraring Energy and an individual employee contained in any other term of this Agreement.

12. Part-time Employment

Who is a part time Employee?

- 12.1 A part-time employee is a permanent employee who works a constant number of hours, which are less than the full-time ordinary weekly working hours.

Hours of Work

- 12.2 The minimum number of hours to be worked by a part-time employee is 14 hours or two shifts per week. The minimum number of hours to be worked per day of attendance is three hours and 30 minutes.

Rates of Pay

- 12.3 Part-time employees are paid the hourly rate for their classification.

Overtime

- 12.4 Overtime must be paid in accordance with clause 7 Overtime – Day Work, but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

Entitlements

- 12.5 Part-time employees must receive the same entitlements that are contained in the Agreement for full-time employees. These entitlements are in proportion to the number of ordinary hours worked to full time ordinary hours.

Returning to Full time Employment

- 12.6 Full-time employees may work part-time subject to agreement with Eraring Energy. These employees can return to full time work at the end of the agreed period of part time work.

13. Calculation of Service

13.1 In calculating service, Eraring Energy must include:

- (a) Periods of annual and long service leave;
- (b) Periods of approved leave with pay;
- (c) Periods of sick leave with or without pay;
- (d) Periods of approved leave without pay not exceeding 20 consecutive working days or shifts;
- (e) Periods of approved leave without pay exceeding 20 consecutive days or shifts which Eraring Energy has specifically authorised to be counted as service;
- (f) Periods of absence from work due to incapacity resulting from injury as defined in Section 6 of the *Workers' Compensation Act 1926*, and Section 49 of the *Workers' Compensation Act 1987*, for which the employee receives a payment under that Act;
- (g) Periods of service as an employee on probation;
- (h) Periods which counted under relevant legislation, awards or agreements as service with another employer immediately before the employee joined Eraring Energy under Schedule 3 of the *Energy Services Corporations Act 1995*;
- (i) Periods specified for certain employees under the *State Owned Corporations Act 1989*;
- (j) Periods of service with another employer where agreement has been reached between Eraring Energy and that employer;
- (k) Periods of service recognised under the *Electricity Generator Assets (Authorised Transactions) Act 2012*;
- (l) Any previous period of service with Eraring Energy in accordance with (a) to (k) for an employee who had resigned or been discharged and later re-employed. Discharge means termination as a consequence of retrenchment, re-organisation or shortage of work, or any reason except dismissal or retirement on account of ill-health;
- (m) Any previous period of service with Eraring Energy in accordance with (a) to (k) of an employee who had been dismissed and later re-employed if that employee's current period of service under (a) to (k) is more than five years;
- (n) Nothing in this clause is intended to reduce the amount of service previously counted for an employee prior to taking up service with Eraring Energy.

14. Classification Review

Purpose

- 14.1 The purpose of classification review is to determine and recommend the relative work value and salary point(s) for a position (s).
- 14.2 Classification Reviews will involve the use of the Mercer CED job evaluation system unless an alternative review mechanism has been agreed to between Eraring Energy and a classification grouping.
- 14.3 Eraring Energy will recognise the right of an employee to:
- (a) request that a job evaluation or agreed alternative review mechanism is conducted on their position.
 - (b) to be represented by another employee who is accredited to participate in the classification review process.
- 14.4 All proceedings of Classification Reviews are confidential.
- 14.5 This clause will not prejudice or affect any right any person may have under the *Fair Work Act 2009*.

14.6 *Process*

- (a) The classification review panel is responsible for ensuring fairness, equity, transparency and consistency is applied to all reviews.
- (b) Eraring Energy will maintain a list of employee elected and management elected representatives.
- (c) All members of the classification review panel will have completed training in the Mercer CED job evaluation methodology.
- (d) The position description/profile will be developed in consultation with the employee(s) and must be reviewed by a Human Resources job analyst prior to commencement of the evaluation process.
- (e) The position description/profile must be approved by the relevant business unit Executive Manager prior to the registration of a request.
- (f) Evaluations will be completed within six weeks of a registered request being received by the Human Resources Business Unit.
- (g) The job evaluation panel will consist of a management representative, Human Resources representative and an employee nominated representative. All panel members must be trained in the Mercer CED job evaluation system.
- (h) Appeals must be lodged to the Human Resources Business Unit within 28 days of notification of a classification review decision. The appeal will be completed within six weeks of it being notified.
- (i) The appeal review panel will consist of a Human Resources representative, Executive Manager or their representative and a Union representative if appropriate.
- (j) Following consideration of the issues by the appeal review panel the panel will make recommendations to the Managing Director for formal approval. The appellant will be advised of the outcome of the appeal, including reasons for the decision, in writing.

Classification Structure

Classification	Minimum Salary Point
Administrative Officer	SP6
Engineering Officer	SP14
Professional Officer	SP18

15. Higher Grade Work and Pay

Obligation to work in a higher grade

- 15.1 Employees must carry out work at a higher grade as directed where reasonable and practicable for them to do so and must be paid in accordance with the provisions of this clause.

Payment for higher grade work

- 15.2 Employees who are required to perform the full duties and assume the responsibilities of a higher grade position which is vacant or the appointee of which is absent or is working in another position, must be paid the salary to which the employees would have been entitled if appointed to that position.

Where employees are required to perform additional duties or assume additional responsibilities above those for their current position for a specified period, payment shall be made in line with the additional duties and responsibilities undertaken.

Wherever practicable the rate of pay applicable to the higher graded duties shall be determined prior to the commencement of the acting.

Employees who work at a higher grade for more than four hours must be paid at the higher grade rate for all ordinary time worked during the day or shift.

The performance of higher graded duties must not continue for more than six months without the Managing Director's approval. This will only occur in exceptional circumstances.

Managing Director approval is also required for acting in higher grade of four salary points or more.

Payment for Leave, Sick Leave etc

- 15.3 Employees must be paid higher grade pay during the following categories of leave or absence:

- (a) Annual leave, paid sick leave and periods of absence on accident pay, if they have been paid the higher grade pay;
- (i) for a continuous period of three calendar months immediately before the leave, such continuity being considered unbroken where absences on special leave, sick leave, or accident pay, or the carrying out of lower graded work, totalling not more than five working days or shifts have occurred during this period; or
- (ii) for broken periods which total more than six months, during the 12 calendar months immediately before the leave is taken.
- (b) Long service leave, if they have been paid higher grade pay for a continuous period of 12 calendar months immediately before the leave is taken.

Any time spent in another position equal to or higher than the grade of the position in which employees are acting must be counted as having been spent in the position under consideration in calculating whether the employees are entitled to higher grade pay for the purposes of this clause.

Public Holidays

- 15.4 Employees must be paid higher grade pay for a public holiday if they receive that pay for at least the day preceding and for at least the day following the public holiday.

Overtime

- 15.5 Employees who are being paid a higher grade rate must be paid for overtime at that rate if they have been carrying out higher graded duties for one working day or shift immediately before and continuous with the period of overtime.

Training in higher grade

- 15.6 Employees undertaking training for the purpose of gaining experience in a higher graded position must not be paid at the higher grade rate where:
- (a) The appointed occupant of the position remains on duty and retains the responsibilities of the position;
 - (b) The periods of training do not exceed a continuous period of three months;
 - (c) In the case of non continuous training the periods of training do not exceed six months during a 12 calendar month period.

Lower graded work

- 15.7 When directed, employees must carry out lower graded work that is temporarily required and be paid not less than their current salary point.

16. Termination

Termination of service

- 16.1 Employees' service may be terminated by:
- (a) Resignation, ie. voluntary leaving the service of Eraring Energy
 - (b) Retirement on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade. Eraring Energy's consulting Occupational Health Physician and/or other medical practitioner, as agreed to by Eraring Energy and the Secretary of the Union concerned, must issue a certificate to this effect.
 - (c) Dismissal.
- 16.2 Employees who are absent without approval for a continuous period of five working days for reasons other than certified sickness, or extenuating circumstances acceptable to Eraring Energy as satisfactory, shall be deemed to have resigned.

Period of notice

- 16.3 Employees must give Eraring Energy one months' notice of their intention to resign, unless their terms of employment provides for a different period.
- 16.4 In all other cases of termination, except dismissal, Eraring Energy must give the employee at least one months' notice, unless their terms of employment provides for a different period.

This does not affect the right of Eraring Energy to dismiss employees without notice. The salaries of employees who are dismissed, together with their entitlements to payments for annual and long service leave must be paid up to the time of dismissal.

17. Clothing and Tools

Basis of issue

- 17.1 (a) Eraring Energy will issue clothing or other articles considered necessary for protection from injury, the elements and as required for specific work environments.
- (b) Eraring Energy will issue tools at its discretion

Responsibility of employees

- 17.2 Employees are responsible for:
- (a) the proper care of any clothing or other article issued; and
- (b) the laundering of clothing issued to them, unless specifically exempted by Eraring Energy

Replacement

- 17.3 (a) Eraring Energy will replace clothing and footwear when worn out, lost or unsuitable for the purpose for which they were issued.
- (b) An employee must replace or pay for any item of clothing or tools lost or damaged through misuse or negligence.
- (c) An employee must satisfactorily account for any damaged or lost articles. Eraring Energy's decision in the matter is final.

Section 4 – Leave and Holidays

18. Annual Leave

Amount of leave

18.1 Employees are entitled to the following amounts of annual leave after each 12 months' service:

- (a) *Day workers* – 140 hours
- (b) *Shift workers on seven day rotating roster* – 140 hours plus:
 - (i) 35 hours after 12 months on the roster; or
 - (ii) a proportionate amount of 35 hours for periods less than 12 months of the roster.
- (c) *Shift workers on other than seven day rotating roster* – 140 hours.

140 hours is the equivalent of four weeks annual leave and is not intended to reduce the entitlement to leave under the *Annual Holidays Act 1944*.

Public holidays falling within a period of leave

18.2 Annual leave does not include public holidays.

Rate of pay

18.3 Annual leave is paid as follows:

- (a) *Day worker* – full pay
- (b) *Shift worker*
 - (i) Ordinary rate of pay *plus* the employee's ordinary shift work penalty payments, had the employee not been on annual leave; or
 - (ii) Ordinary rate of pay if the roster loading under clause 6 – Shift Work is more than the ordinary shift work penalty payments.

When can leave be taken?

18.4 By mutual agreement, an employee may take annual leave:

- (a) On or after its due date or as rostered; or
- (b) Before its due date if approved:
 - (i) Where a rotating annual leave roster operates; or
 - (ii) Where there are special circumstances.

18.5 If an employee or Eraring Energy terminates his or her services for any reason, any amount paid for annual leave which the employee has taken before its due date is an overpayment. Eraring Energy may subtract the amount of overpayment from any money payable to the employee on his or her termination without affecting its rights to recover the overpayment through court proceedings.

Notice of leave

18.6 Employees must give notice that they intend to take annual leave as soon as practicable and at least one month before the leave begins. However, if Eraring Energy agrees that extenuating circumstances exist annual leave may be approved at shorter notice.

Leave on terminating service

18.7 If the service of an employee is terminated for any reason Eraring Energy must pay the employee or the employee's personal legal representative:

- (a) Accrued annual leave for completed years of service; and
- (b) 8.3% of the weekly rate of pay at the employee's appointed grade on termination for each completed or part week of service, for the current leave accrual year.

Annual leave at half pay and double pay

18.8 An employee may take annual leave on half pay only at a time suitable to Eraring Energy and at its discretion. As a guide, requests for half pay will be approved where the employee has an annual leave balance of 140 hours or less. For employees with an annual leave balance of greater than 140 hours, requests will only be considered where there are extenuating circumstances. If half pay is chosen and approved then the employee is entitled to a period of absence twice the amount of entitlement.

An employee may take annual leave on full pay in conjunction with a cash out, where effectively the employee is entitled to double pay with a period of absence half the amount of entitlement. In this instance:

- (a) the employee's remaining accrued entitlement to paid annual leave must be at least four weeks; and
- (b) there must be a written agreement between Eraring Energy and the employee; and
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

Excess annual leave

18.9 In deferring annual leave, an employee may not accumulate annual leave in excess of the following maximums:

- seven day shift workers - 637 hours
- shift workers other than above and employees on standby - 455 hours
- all other employees - 350 hours

From the 1st July, 2013 these excess limits will reduce to:

- seven day shift workers - 510 hours
- shift workers other than above and employees on standby - 365 hours
- all other employees - 280 hours

- (a) Eraring Energy may direct an employee to take paid annual leave if the employee has accrued excess annual leave.
- (b) Eraring Energy must give an employee at least one month's notice of the requirement to take annual leave prior to the date the employee is required to commence the annual leave.

Cashing out of annual leave

18.10 Employees may elect in writing to cash out part of their annual leave as a result of transferring ownership and/or employment under the *Electricity Generation Assets (Authorised Transactions) Act 2012* or as amended. The employee's remaining accrued entitlement to paid annual leave must be at least four weeks. The employee must be paid the full amount that would have been payable to the employee had the employee taken the leave foregone.

19. Long Service Leave

What service counts?

19.1 In calculating how much long service leave an employee is entitled to, Eraring Energy must include:

- (a) actual service with Eraring Energy
- (b) periods of service under clause 13 – Calculation of Service.

Employees, who have taken or been paid for long service leave accrued in their previous period(s) of service and who are re-employed, will have those previous period(s) of service counted for qualifying purposes only for future entitlements.

At what rate does leave accrue?

19.2 Long service leave accrues as follows:

<i>Length of Service</i>	<i>Amount of Leave</i>
10 years	13 weeks
15 years	19.5 weeks
20 years	30.3333 weeks
Each year after 20 years	2.1666 weeks

It is not intended to reduce the entitlement to leave under the *Long Service Act 1955*.

Transferred employees with periods of service listed in subclauses 19.1 and 13.1 must get an amount of long service leave at least equal to that to which they would have been entitled if they had not transferred. Any part of their entitlement which they have received from their previous employer is deducted from the total amount due from Eraring Energy.

19.3 The entitlement for length of service in between any of the periods listed in subclause 19.2 is worked out on a proportional basis.

How is leave paid?

19.4 Long service leave is paid at the employee's appointed rate of pay at the time the leave is taken. Upon termination of employment with Eraring Energy, payment of the value of the long service leave is based on completed weeks of service.

When can leave be taken?

19.5 Employees may clear long service leave as it becomes due. However, if the time of taking the leave would seriously inconvenience Eraring Energy, then it must be postponed to a time on which both the employee and Eraring Energy can agree.

19.6 An employee may take long service leave:

- (a) On full pay:
 - (i) in periods of four weeks or more; or
 - (ii) with the agreement of Eraring Energy in periods of not less than two weeks; or
- (b) On half pay only at a time suitable to Eraring Energy and at its discretion. If half pay is chosen then the employee is entitled to a period of absence twice the amount of entitlement.

19.7 Employees must give Eraring Energy at least one month's notice before the date they intend to take long service leave.

Public holidays falling during leave

19.8 Long service leave does not include public holidays.

On leaving between five and ten years

19.9 If an employee has completed at least five years' service, then the employee is entitled to a proportional amount of long service leave equal to 1.3 weeks for each year of total service if:

- (a) Eraring Energy terminates the service of the employee for any reason other than the employee's serious and wilful misconduct; or
- (b) The employee ceases work because of illness, incapacity, or domestic or other pressing necessity; or
- (c) The employee dies.

Eraring Energy must pay the employee (or the legal representative in the case of death) a cash amount equivalent to the leave.

After ten years

19.10 If an employee has completed on the termination of employment at least ten years' service which entitles the employee to long service leave, then Eraring Energy must pay the employee (or legal representative in the case of death) a cash amount equivalent to any untaken leave.

20. Personal/ Carer's Leave and Accident Pay

When may employees be granted personal/ carer's leave

- 20.1 Employees may be granted personal/ carer's leave, either with or without pay, when they are absent from work because:
- (a) they are personally ill or injured; or
 - (b) they visit a medical practitioner for advice and/or treatment for actual or suspected personal illness or injury and they comply with the regulations in subclauses 20.20 to 20.28; or
 - (c) they have responsibilities in relation to a class of person set out in 20.2 who needs the employee's care or support when they have a personal illness, personal injury or who require care due to an unexpected emergency.

Definitions

- 20.2 The entitlement to use personal leave in accordance with subclause 20.1 is subject to:
- (a) The employee being responsible for the care of the person concerned; and
 - (b) The person concerned being:
 - (i) A spouse of the employee; or
 - (ii) 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
 - (iii) 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, step parent and legal guardian), grandparent (including step grandparent), grandchild or sibling (including step sibling) of the employee or spouse or de facto spouse of the employee; or
 - (iv) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) A member of the employee's immediate family or a member of the employee's household, where for the purposes of this paragraph 'household' means living in the same domestic dwelling.

When will personal leave not be granted

- 20.3 Employees will not be granted personal leave when:
- (a) they have workers' compensation approved; or
 - (b) subject to section 26 of the *Industrial Relations Act 1996*, the personal illness or injury was caused or substantially brought about by:
 - (i) the employees' wilful act, misconduct or negligence; or
 - (ii) participation in a game involving risk of injury unless Eraring Energy accepts that the participation is beneficial for the health and efficiency of the employee; or
 - (iii) participation in other employment.

Amount of personal leave

- 20.4 (a) The amount of personal leave with pay which may be granted will be ascertained by crediting each employee with the following periods:

Leave on full pay

Upon completion of three months' service	126 hours
Upon completion of 12 months' service	126 hours
Upon completion of each additional 12 months' service	126 hours

These periods are cumulative. In crediting the above amounts after the completion of each year of service, the minimum requirements of the *National Employment Standards*, will be taken into account.

- (b) Employees may apply to be paid personal leave at half pay for exceptional circumstances.
- (c) All employees transferred to Eraring Energy under the provisions of the *Energy Services Corporations Act 1995*, retain their personal leave credits they had at the date of transfer.

Calculation of entitlements

- 20.5 When calculating the amount of personal leave with pay for which employees are eligible, personal leave which has been granted at full and half pay respectively will be deducted from the entitlements in subclause 20.4.

Calculation of an employees' entitlements

- 20.6 For each employee, the number of days for which paid personal leave has already been granted is calculated by the formula:

Total hours paid personal leave taken x 5, divided by the employee's ordinary weekly working hours.

Maximum period of leave

- 20.7 The maximum period of continuous paid personal leave is ordinarily 52 weeks.

- 20.8 Eraring Energy may approve additional personal leave with pay if:

- (a) The employee still has personal leave with pay outstanding after 52 weeks; or
- (b) All personal leave with pay has been exhausted but Eraring Energy considers exceptional circumstances exist, such as the employees' length of service, matters arising from domestic violence situations or an injury sustained during travel between their residence and the workplace; or
- (c) An employee is unfit for work due to a compensable incident; where Eraring Energy successfully reclaims the value of this leave from a third party. The amount of the reimbursement will be re-credited to the employee in their personal leave entitlement.

Leave to count as service

- 20.9 Any period of personal leave, with or without pay, or leave on accident pay that Eraring Energy approves, counts as service.

Retirement – ill health

- 20.10 Eraring Energy may retire employees on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade. Eraring Energy's Occupational Health Physician consultant and/or other medical practitioner, as agreed to by Eraring Energy and the Secretary of the Union concerned, must issue a certificate to this effect.

Retirement and personal leave

- 20.11 If Eraring Energy decides to retire an employee because of ill-health:

- (a) The retirement must begin only after the employee has exhausted all personal leave credits; or
- (b) The employee must be paid any accrued personal leave outstanding.

Employees will not be granted any additional personal leave after Eraring Energy decides that they are to be retired ill-health. Where ever practicable, 14 days' notice of the intention to retire will be given to the employees concerned.

Only employees who are retired because of ill health are entitled to be paid for accrued personal leave.

Sickness during long service leave and annual leave

- 20.12 If employees are personally ill or injured during annual or long service leave and produce appropriate medical evidence that they were unable to derive benefit from the leave, they must be granted, if they so elect, to have the period of illness or injury approved as personal leave:

- (a) For periods of one working day or more in the case of annual leave; or
- (b) For a period of at least 35 hours in the case of long service leave.

Public holidays during personal leave

- 20.13 A public holiday will not be counted as personal leave for employees if:

- (a) It occurs during a period of absence on approved personal leave; and
- (b) They would not have been required to work on that day.

- 20.14 Shift workers may elect to be paid at single time in substitution for personal leave if they:

- (a) Do not work a shift for which they are rostered on a public holiday because of personal illness or injury; and
- (b) Comply with the provisions relating to the granting of personal leave; and
- (c) Notify Eraring Energy of the impending absence before the shift begins; and
- (d) Submit an acceptable medical certificate in accordance with subclauses 20.21 to 20.24.

Shift workers who make this election will not have deductions made from their personal leave entitlements.

Infectious diseases

- 20.15 Employees may elect to have a period of absence from work because of contact with a person suffering from an infectious disease or restrictions imposed by law concerning the disease, either:
- (a) Treated as personal leave; or
 - (b) Deducted from their annual leave.

Accident Pay

- 20.16 Accident pay is an amount that would bring the workers' compensation up to the employee's substantive salary for the weekly period in which it is paid.
- 20.17 Employees may be granted accident pay for a maximum period of 52 weeks if they:
- (a) Have workers' compensation approved; and
 - (b) Comply with subclauses 20.18 to 20.26.

However, where special circumstances exist, Eraring Energy may discontinue accident pay at any time after receipt of such payment for a period of 26 weeks.

How to apply

- 20.18 Employees must claim personal leave or accident pay by submitting leave requests or on the appropriate forms.

Notice of absence

- 20.19 An employee shall, wherever practicable, give Eraring Energy 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 Eraring Energy by telephone of such absence at the first opportunity on the day of absence.

Medical examination

- 20.20 If required by Eraring Energy, employees must be examined by Eraring Energy's Occupational Health Physician consultant as soon as they are physically able.

Absences of three day or less

- 20.21 Employees must be able to prove to the satisfaction of their Team Leader that they were unable to attend for duty when claiming personal leave for three consecutive working days or less.

Absences of more than three days

- 20.22 Employees must submit a certificate from Eraring Energy's Occupational Health Physician Consultant or another medical practitioner to cover all periods of absence for which the employees claim:
- (a) Personal leave (with or without pay) exceeding three working days which are consecutive days; or
 - (b) Accident pay.

- 20.23 The medical certificate must contain:
- The name of the employee;
 - The period the employee is likely to be unfit for work;
 - The date of which the employee will be able to report to Eraring Energy's Occupational Health Physician consultant;
 - The date the employee first consulted a medical practitioner or Eraring Energy's Occupational Health Physician consultant;
 - The medical practitioner's qualifications, name, address and signature or the signature of Eraring Energy's Occupational Health Physician consultant; and
 - The date of issue of the certificate.
- 20.24 If the certificate does not include the nature or cause of the illness or injury, Eraring Energy may refer the employee to a nominated medical practitioner for examination.
- 20.25 Employees, who have applied to a medical practitioner for a medical certificate and are unable to obtain such certificate, must submit a statutory declaration containing:
- The name and address of the medical practitioner;
 - The date of the consultation; and
 - The reasons for not obtaining a certificate.
- 20.26 If Eraring Energy's Occupational Health Physician consultant certifies an employee as unfit for work, the employee must obtain a medical certificate from another medical practitioner when required by Eraring Energy's Occupational Health Physician consultant.
- 20.27 For the purposes of personal/ carer's leave, *proof of illness*
- The employee shall, if required:
- (a) 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; or
 - (b) establish by production of documentation acceptable to Eraring Energy or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, an employee must not take personal/ carer's leave under this subclause where another person had taken leave to care for the same person.
- 20.28 Personal leave or accident pay is paid to those employees only from the date on which they first consulted a medical practitioner and obtained a medical certificate. They may also be paid for a period before the consultation if the period does not exceed:
- (a) Three working days which are consecutive; and
 - (b) Two non-working days; and
 - (c) Any public holiday; and
- Any special day off related to the working of a nine day fortnight.

- 20.29 If Eraring Energy disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and Eraring Energy. Any medical certificate issued by that referee must be accepted by the employee and Eraring Energy as conclusive.

Eraring Energy must pay the fee if the referee decides in favour of the employee, and employees must pay the fee if the decision is against them.

Eraring Energy must allow the employee to have leave with pay for any medical examination by the referee.

- 20.30 Each employee who is admitted to hospital must obtain a medical certificate stating:

- (a) The date of admission;
- (b) The nature of the incapacity for work; and
- (c) The anticipated period of absence.

Employees must obtain a medical certificate for each four weeks they are in hospital.

Personal/ Carer's Leave

- 20.31 In the unlikely event that more than ten days personal/ carer's leave in any year is to be used Eraring Energy and the employee shall discuss appropriate arrangements which, as far as practicable, take account of Eraring Energy's and the employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 3 should be followed.

Unpaid Leave for Family Purpose

- 20.32 An employee may elect, with the consent of Eraring Energy, to take unpaid leave for the purpose of providing care and support to a class of person set out in 20.2 (ii) above who is ill or who requires care due to an unexpected emergency.

Annual Leave

- 20.33 An employee may elect, with the consent of Eraring Energy to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- 20.34 An employee may elect with Eraring Energy's agreement to take annual leave any time within a period of 24 months from the date at which it falls due.

Personal/ Carer's Leave Entitlement for casual employees

- 20.35 (a) Subject to the evidentiary and notice requirements in 20.19 and 20.25 employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in 20.2(ii) who are sick and require care and support because of a personal illness, personal injury or an unexpected emergency.
- (b) Eraring Energy and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Eraring Energy must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Eraring Energy to engage or not to engage a casual employee are otherwise not affected.

Time off in lieu of payment for overtime

- 20.36 An employee may elect, with the consent of Eraring Energy to take time off in lieu of payment for overtime at a time or times agreed with Eraring Energy, within 12 months of the said election.

- 20.37 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.
- 20.38 If, having elected to take time as leave in accordance with subclause 20.34, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period, or on termination.
- 20.39 Where no election is made in accordance with subclause 20.34, the employee shall be paid overtime rates in accordance with this Agreement.

Make-up time

- 20.40 An employee may elect, with the consent of Eraring Energy 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 Agreement, at the ordinary rate of pay.
- 20.41 An employee on shift work may elect, with the consent of Eraring Energy 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.

Rostered Days off

- 20.42 An employee may elect, with the consent of Eraring Energy to take a rostered day off at any time, in accordance with subclause 5.7 of this Agreement.

Domestic Violence is defined within the *Crimes (Domestic and Personal Violence) Act 2007*.

- 20.43 Leave entitlements provided for in clause 20.8 Personal/Carer's leave may be used by employees experiencing domestic violence and who satisfy the requirements of clause 20; As per clause 20.8 (b) if all personal leave entitlements referred to in subclause 20.4 are exhausted, Eraring Energy shall consider whether additional personal leave may be approved for absences from the workplace to attend to matters arising from domestic violence situations.

Eraring Energy will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

Personal information concerning domestic violence will be kept confidential by Eraring Energy; however Eraring Energy may encourage the use of an Employee Assistance Program or seeking assistance from the Occupational Health Nurses.

Eraring Energy, where appropriate, may facilitate flexible working arrangements.

21. Compassionate Leave

21.1 An employee other than a casual employee shall be entitled to up to two days compassionate leave without deduction of pay on each occasion when a person prescribed in subclause 21.2:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

The employee must notify Eraring Energy as soon as practicable of the intention to take compassionate leave and will, if required by Eraring Energy, provide to the satisfaction of Eraring Energy proof of illness, injury or death.

21.2 Compassionate leave shall be available to the employee in respect of the illness, injury or death of a person described below

- (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, step parent and legal guardian), grandparent (including step grandparent), grandchild or sibling (including step 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 member of the employee's immediate family or a member of the employee's household, where for the purposes of this paragraph 'household' means living in the same domestic dwelling.

An employee shall not be entitled to compassionate leave under this clause during any period in respect of which the employee has been granted other leave.

Compassionate leave may be taken in conjunction with other leave available under subclauses 20.32, 20.33, 20.36, 20.37, 20.38, 20.39, 20.40, 20.41 and 20.42 in the said clause 20, Personal/ Carer's Leave. In determining such a request Eraring Energy will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

- (a) Subject to the evidentiary and notice requirements in subclause 21.1 casual employees are entitled to not be available to attend work, or to leave work for occasions outlined in subclause 21.1 of a person prescribed in subclause 21.2.
- (b) Eraring Energy and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie, two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) Eraring Energy must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Eraring Energy to engage or not engage a casual employee are otherwise not affected.

22. Maternity and Parental Leave

- 22.1 The following provisions shall apply in addition to those set out in the *Fair Work Act 2009 (Cth)* and the *Paid Parental Leave Act 2010 (Cth)*.

Maternity Leave

- 22.2 Maternity Leave is available to female employees who work on a full-time, part-time or casual basis only.

If the applicant for maternity leave has had less than 40 weeks continuous service with Eraring Energy prior to the expected date of birth she will be eligible for unpaid maternity leave for:

- (a) Up to 14 weeks before the expected date of birth; and
- (b) Up to 12 months maternity leave after the actual date of birth of the child.

If the applicant for maternity leave has completed 40 weeks continuous service with Eraring Energy prior to the expected date of birth, she is eligible for:

- (a) Up to 14 weeks full pay from the date the maternity leave commences; and
- (b) Up to 12 months maternity leave after the actual date of birth of the child.

Parental Leave

- 22.3 An employee, who becomes a parent, but who is not entitled to maternity or adoption leave, may be entitled to parental leave. This leave does not apply to female employees who have already taken available maternity or adoption leave in respect of a particular child.

The primary object of these provisions is to provide parents with the opportunity to share more equally in the responsibility of caring for their young children.

Full-time, part-time and casual employees are entitled up to seven consecutive calendar days, in which all shifts that fall will be paid at normal rates.

- 22.4 Eraring Energy must not fail to re-engage a regular casual employee because:

- (a) The employee or employee's spouse is pregnant; or
- (b) The employee is or has been immediately absent on parental leave.

The rights of Eraring Energy in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

Right to request

- 22.5 (a) An employee entitled to parental leave may request Eraring Energy to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) To return from a period of parental leave on a part-time basis until the child reaches school age.

To assist the employee in reconciling work and parental responsibilities.

- (b) Earing Energy shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or Earing Energy business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

Employee's request and Earing Energy's decision to be in writing

- (c) Employee's request and Earing Energy's decision made under subclauses 22.5 (a)(ii) and 22.5 (a)(iii) must be recorded in writing.

Request to return to work part-time

- (d) Where an employee wishes to make a request under subclause 22.5(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

22.6 *Communication during parental leave*

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Earing Energy shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform Earing Energy about any significant matter that will affect the employee's decision regarding the duration of the parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

23. Special Leave

Special Leave is provided for a wide range of personal circumstances which are not accounted for in other available forms of leave. Special Leave is a concessional benefit which has regard to the employment history of each individual applicant and the needs of Eraring Energy's business.

Approval for special leave

- 23.1 All applications for Special Leave will be assessed individually. Managers or an appropriate Team Leader of an employee can approve special leave with pay up to two days. Executive Manager approval is required for periods greater than two days.

Special leave with pay

Natural disasters

- 23.2 Non attendance at work due to communications being cut by snow, ice, flood or bushfire; time lost through being called home to fight bush fires; or due to damage to home by fire, flood, storm damage or earthquake. A concession is paid for reasonable time lost which is needed to deal with the emergency or in securing the home.

Dust diseases

- 23.3 For attendance at Dust Diseases Board for medical examination one day's leave may be granted with reasonable travelling expenses reimbursed.

An employee may choose to seek reimbursement through the Dust Diseases Board for attendance and travelling expenses. If this method is taken then the employee will be entitled to one day special leave without pay. Special Leave with pay is not to be granted where other employees would be required to work overtime due to the absence.

Moving residence

- 23.4 When not in connection with Eraring Energy employment, and provided the removal of household furniture is involved, one day of special leave is provided.

Graduation ceremony

- 23.5 For employees attending a graduation ceremony for a University Degree/ Diploma for an approved course as defined in the Corporate Procedure – External Training. Special leave is provided for half a day leave, however a full day may be granted if the employee will be required to travel long distances to attend the ceremony.

NAIDOC week celebrations

- 23.6 All employees who have identified themselves as Aborigines or Torres Strait Islanders and who take part in NAIDOC week celebrations are entitled up to one day each year during NAIDOC week as paid special leave.

Emergency services

- 23.7 Full time and part time employees involved in recognised voluntary emergency services shall be entitled to paid leave at ordinary time rates to attend to emergency situations and when required at compulsory training. For attendance at courses relating to membership which are not compulsory, unpaid special leave may be granted.

A leave request for Special Leave must be supported by a written statement from an appropriate officer of the volunteer organisation or Police certifying the time and location of attendance. It is the responsibility of the employee to provide Eraring Energy with the appropriate evidence and length of leave required on each emergency or training event where attendance is required.

Employees who are members of recognised voluntary organisations and who are required to provide community service during a period of Annual or Long Service Leave may apply to have their leave re-credited.

Jury service

- 23.8 Special Leave with or without pay is available to allow an employee to meet their responsibilities under the *Jury Act, 1977*.

If an employee chooses to perform their jury service by taking annual leave or clearing accrued roster hours, any fees which are paid to them for their jury service will not be required to be refunded to Eraring Energy.

Alternatively, Special Leave with pay may be approved to cover the time necessary for them to be absent from work, if the employee refunds Eraring Energy any fees paid to them for their jury service, less out-of-pocket expenses.

Part-time military service

- 23.9 Special Leave with pay is made available for those employees who are volunteers in the part-time Reserve Force within the Australian Army, Navy or Air Force.

Periods of absence caused by military service for Apprentices does not count as service for apprenticeship purposes, except when agreed by the Apprenticeship Board.

Reservists are entitled to a maximum of 28 calendar days of leave per financial year for the purpose of Defence service. An additional, once off, entitlement of up to 14 calendar days of leave are available for recruit/initial training for Reservists.

Special Leave for this purpose is calculated on straight calendar days regardless of Public Holidays, rostered days off and weekends.

An additional four calendar days may be granted if the employee's Commanding Officer certifies, in writing, the necessity for that person to attend further compulsory training, class/school or course. All payments made to an employee whilst undertaking part-time military service are paid at the normal rate of pay at single time.

An Official Reserve Forces Notification and a Certificate of Attendance needs to be provided to Eraring Energy the leave request for Community Leave. If these certificates are not provided, the approval for Special Leave will be cancelled and paid as Annual Leave or Long Service (where credit permits) or Special Leave without pay.

If an employee is unable to return to work immediately following Part-time Military Service because they suffered an injury or contracted an illness during the period:

If compensation is not paid to the employee by the Commonwealth for the absence, then they may be paid as if they were on duty with Eraring Energy.

If compensation is paid by Commonwealth equal to or greater than the amount the employee would have received had they been granted personal leave from Eraring Energy, then the period they are absent will be granted as Leave without Pay.

If compensation paid by the Commonwealth is less than the amount the employee would have received had they been granted personal leave from Eraring Energy, then the difference will be paid by utilising personal leave as 'make up pay'.

Employees who absent themselves without leave from Military duty whilst on Part-Time Military Service will be subject to disciplinary action.

Donating blood

- 23.10 Special Leave with pay for reasonable time lost up to a maximum of a half a day is available for the purposes of donating blood to the Red Cross Blood Bank. Where possible, appointments should be arranged after 2.00 pm. Unless substantial travel is involved, the time taken should be limited to quarter of a day.

Where blood is donated 'on site' time lost is necessary to donate the blood and an appropriate recuperative period as suggested by the Red Cross Blood Bank.

Where blood is donated "on site" time lost is necessary

24. Public Holidays and Picnic Day

24.1 *Public Holidays*

The following days are observed as public holidays:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Sunday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Picnic Day
- Other proclaimed holidays observed throughout New South Wales.

Employees will have no entitlement to gazetted local public holidays during the term of the Agreement (eg, Newcastle Show Day, Kangaroo Valley Show Day)

What is day worker entitled to?

- 24.2 A day worker is entitled to public holidays without loss of ordinary pay if the employee is not absent without approval on the working day before and after the public holiday.

What is a shift worker entitled to?

- 24.3 A shift worker is:

- (a) Paid for public holidays in accordance with clause 6 – Shift Work; and
- (b) Not entitled to be paid if absent without approval when the shift worker's normally rostered shift falls on a public holiday.

Are public holidays paid during a period of absence?

- 24.4 An employee who is entitled to payment for a public holiday is paid at single time when the public holiday occurs during a period of:

- (a) Approved leave without pay not exceeding 20 consecutive days or shifts
- (b) Approved sick leave without pay.

Picnic Day

- 24.5 Picnic Day will be observed by day workers on a day agreed to by employee/s and Eraring Energy. For the purpose of shift rostering, picnic day will fall on the last Monday in November.

- 24.6 The conditions for pay set out in subclauses 24.2 to 24.4 apply to Picnic Day.

Section 5 – Salary and Allowances

25. Salaries

- 25.1 The ordinary weekly salaries and the operative date for the classifications covered by this Agreement based on a 35 hour week are:

First Pay period on or after

<i>Salary Point</i>	<i>1st January, 2013</i>	<i>1st January, 2014</i>	<i>1st January, 2015</i>	<i>1st January, 2016</i>
1	503.40	521.00	539.20	558.10
2	583.70	604.10	625.20	647.10
3	662.00	685.20	709.20	734.00
4	743.40	769.40	796.30	824.20
5	783.60	811.00	839.40	868.80
6	822.80	851.60	881.40	912.20
7	861.20	891.30	922.50	954.80
8	900.50	932.00	964.60	998.40
9	941.50	974.50	1008.60	1,043.90
10	984.40	1018.90	1054.60	1,091.50
11	1030.80	1066.90	1104.20	1,142.80
12	1079.80	1117.60	1156.70	1,197.20
13	1130.60	1170.20	1211.20	1,253.60
14	1183.80	1225.20	1268.10	1,312.50
15	1239.30	1282.70	1327.60	1,374.10
16	1297.70	1343.10	1390.10	1,438.80
17	1343.00	1390.00	1438.70	1,489.10
18	1390.00	1438.70	1489.10	1,541.20
19	1437.60	1487.90	1540.00	1,593.90
20	1487.40	1539.50	1593.40	1,649.20
21	1539.50	1593.40	1649.20	1,706.90
22	1592.60	1648.30	1706.00	1,765.70
23	1647.70	1705.40	1765.10	1,826.90
24	1704.90	1764.60	1826.40	1,890.30
25	1763.50	1825.20	1889.10	1,955.20
26	1825.10	1889.00	1955.10	2,023.50
27	1887.80	1953.90	2022.30	2,093.10
28	1953.90	2022.30	2093.10	2,166.40
29	2021.00	2091.70	2164.90	2,240.70
30	2091.60	2164.80	2240.60	2,319.00
31	2164.00	2239.70	2318.10	2,399.20
32	2238.90	2317.30	2398.40	2,482.30
33	2316.00	2397.10	2481.00	2,567.80
34	2396.30	2480.20	2567.00	2,656.80
35	2480.00	2566.80	2656.60	2,749.60
36	2565.70	2655.50	2748.40	2,844.60
37	2655.20	2748.10	2844.30	2,943.90
38	2746.50	2842.60	2942.10	3,045.10
39	2841.90	2941.40	3044.30	3,150.90
40	2940.20	3043.10	3149.60	3,259.80

Superannuation

- 25.2 The increases to superannuation (1% in 2010 and 1% in 2011) agreed to in the 2010 Enterprise Agreement is in addition to the legislated superannuation guarantee rate. These additional superannuation contributions will be paid into an employee's First State Superannuation account.

Payment of Salaries

- 25.3 If requested by a majority of employees, balancing of ordinary pay for time worked must be arranged as far as possible so that the salary payable to employees each week is adjusted to reduce fluctuations in weekly pay.

Casual Occupational Health Nurses

25.4 Administrative Officers, who are engaged as Casual Occupational Health Nurses must be paid by the hour.

- (a) The hourly rate is determined by:
 - (i) Taking the weekly rate for the applicable salary point within the salary range of their classification; and
 - (ii) Dividing the sum by 35; and
 - (iii) Adding 20% (in respect of all hours worked between 7.00 am and 5.30 pm Monday to Friday inclusive) to the total.
- (b) Time worked outside these hours and on Saturdays must be paid as follows:
 - (i) For the first two hours – time and one half
 - (ii) After the first two hours – double time.
- (c) Hours worked in excess of seven hours, on any daily engagement, must be paid at the appropriate overtime rate.
- (d) Work performed on Sundays shall be paid at the rate of double time and on Public Holidays at the rate of double time and a half.
- (e) Minimum payment as for three hours at the appropriate rate must be paid in respect of each start and reimbursement be made for all fares actually incurred in travelling to and from work only in respect of a minimum start.
- (f) Location Allowance – the provisions of subclause 26.1 will apply.
- (g) There is no entitlement to any of the provisions of this Agreement other than the provisions of this subclause.

Working up to skill level

25.5 Employees must:

- (a) Work up to their skill level, competence and training within the categories listed below;
 - Administrative Officer (AO);
 - Engineering Officer (EO);
 - Professional Officer (PO);
 - Operator (OP);
 - Power Worker (PW);
 - Tradesperson (TP); and

- (b) Work in accordance with the classification descriptions, salary points and agreed Skills Development Programs.

Ering Power Station

<i>Classification</i>	<i>Specific Positions</i>	<i>Guiding Document/s (December 2012 Versions)</i>
AO, EO and PO		Refer to clause 14 – Classification Review
OP	Shift Manager, Power Plant Operator, Assistant Power Plant Operator, Coal Plant Operator, Assistant Coal Plant Operator, Dust Plant Operator, Assistant Dust Plant Operator, Isolation Coordinator	Production Skills Development, Career Path and Remuneration Program; Operator Annualised Salary Agreement; Operator Housing Agreement; Coal Plant Operator Skills Development, Career Path and Remuneration Program
PW	Power Workers, Mobile Coal Plant Operators	Power Worker Skills Development, Career Path and Remuneration Program; Power Worker General and Core Skills Listing; Mobile Coal Plant Operator Salary Structure; Mobile Coal Plant Operator Annualised Salary Agreement
TP	Tradesperson & Senior Tradesperson	Tradesperson Skills Development, Career Path and Remuneration Program

Hydro and Wind Sites

<i>Classification</i>	<i>Specific Positions</i>	<i>Guiding Document (December 2012 Versions)</i>
AO, EO and PO		Refer to clause 14 – Classification Review
PW, TP and EO	Hydro Power Worker, Hydro Tradesperson & Hydro Maintenance Officer	Hydro and Wind Skills Development, Career Path and Remuneration Program
EO	Shoalhaven Hydro Maintenance Operators	Shoalhaven Hydro Maintenance Officer Salary Agreement

Sydney Office

<i>Classification</i>	<i>Specific Positions</i>	<i>Guiding Document (December 2012 Versions)</i>
AO, EO and PO		Refer to clause 14 – Classification Review

No extra claims

- 25.6 The parties undertake that during the life of this Agreement there will be no extra claims for wages or improved conditions of employment made or instituted before Fair Work Australia or any other industrial tribunal with respect to the employees covered by this agreement. However, this does not prevent variations to the Agreement being made with the agreement of the relevant parties.

Specific to this undertaking the parties will work cooperatively during the term of this Agreement with all outage works and the Eraring Power Station upgrade and auxiliary plant (including the gas turbine) being constructed, commissioned, implemented, operated and maintained in a flexible and efficient manner. There will be no extra claims related to these works during the term of the Agreement by groups of employees, such as classification groups.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to interpretation, application, or enforcement of existing agreement provisions.

The no extra claims provision does not exclude a claim by an individual employee as a result of the current capital spend. This means that an individual employee can seek a review of salary in the normal manner if the introduction of new technology, the requirement of additional training and competencies, additional skills and abilities are required by an employee that may follow the capital spend and other unknowns at the time of making this Agreement.

Salary Packaging

- 25.7 Employees may participate in a salary packaging scheme. A salary packaging arrangement will be cost neutral to Eraring Energy.

Benefit options available under the salary packaging scheme will be determined and reviewed from time to time by Eraring Energy and can include 100% private use fully novated motor vehicles, superannuation, as per subclauses 25.8 to 25.13 and up to \$1,333 of company product per year.

The amount of base salary which can be packaged will be unrestricted however employees must pay post tax commitments and payroll deductions before determining the availability of base salary for packaging purposes.

Salary Sacrifice to Superannuation

- 25.8 An employee may elect, subject to the agreement of Eraring Energy, to sacrifice a portion of the salary payable under subclause 25.1 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.
- 25.9 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) Any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Agreement or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- 25.10 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) Subject to Eraring Energy agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 25.11 Where an employee elects to salary sacrifice in terms of subclause 25.8 Eraring Energy will pay the sacrificed amount into the relevant superannuation fund.
- 25.12 Where the employee is a member of a superannuation scheme established under:
- (a) the *Superannuation Act 1916*;
 - (b) the *State Authorities Superannuation Act 1987*;
 - (c) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (d) the *First State Superannuation Act 1992*

Eraring Energy must ensure that the amount of any additional employer superannuation contributions specified in subclause 25.9 is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 25.13 Where, prior to electing to sacrifice a portion of salary to superannuation, an employee had entered into an agreement with Eraring Energy to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 25.12 above, Eraring Energy will continue to base contributions to the fund on the salary payable under subclause 25.1 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This subclause applies even though the superannuation contributions made by Eraring Energy may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

Payroll Deduction of Union Membership Fees

- 25.14 Eraring Energy shall deduct Union weekly membership fees from the pay of any employee who is a member of a Union, provided that the employee has authorised Eraring Energy to make such deductions.

The relevant Union shall provide Eraring Energy with a schedule setting out Union weekly membership fees payable by its members and shall advise Eraring Energy of any change to the amount of weekly membership fees at least one month in advance of any such change.

Union membership fees deducted from employee's pays and information to reconcile and credit subscriptions to employee's Union membership accounts will be forwarded to the Union on a weekly basis.

26. Allowances

Location allowance

- 26.1 Employees whose classification and permanent headquarters are listed below must be paid the following location allowances:

Eraring Power Station

Site Location	Classifications	01.01.13	01.01.14	01.01.15	01.01.16
Maintenance Workshops (including Garage)	Tradespersons, Power Workers, Maintenance Team Leaders and Apprentices	\$120.00 per week	\$124.20 per week	\$128.60 per week	\$133.10 per week
Coal Plant	Mobile Coal Plant Operators	\$120.00 per week	\$124.20 per week	\$128.60 per week	\$133.10 per week
Coal Plant	Coal Plant Operators	\$90.00 per week	\$93.20 per week	\$96.50 per week	\$99.90 per week
All Other Locations	All Other Employees	\$75.00 per week	\$77.60 per week	\$80.30 per week	\$83.10 per week

Hydro and Wind Sites

Site Location	Classifications	01.01.13	01.01.14	01.01.15	01.01.16
All Locations	All Hydro and Wind Employees	\$75.00 per week	\$77.60 per week	\$80.30 per week	\$83.10 per week

Sydney Office

Site Location	Classifications	01.01.13	01.01.14	01.01.15	01.01.16
All Locations	All Employees	\$9.50 per week	\$9.80 per week	\$10.10 per week	\$10.50 per week

NOTE:

- (i) Employees who work ordinary working hours or shifts for which they have been rostered, must be paid the full weekly Location Allowance at the rate determined for the employee's permanent headquarters.
- (ii) Employees, who are required to work away from their permanent headquarters for extended periods, may be paid the Location Allowance, for the temporary headquarters in respect of all time worked.
- (iii) Employees must continue to be paid the allowance, while on long service leave, annual leave, paid personal leave or accident leave, and all other approved leave with pay.

Such periods of leave are regarded as time worked at the employees' permanent headquarters for the purpose of calculating the amount of the allowance payable.

The allowance must also be taken into account when calculating penalty rates for overtime, except for time worked on a public holiday, during what would have been the employee's ordinary hours if the day was not a public holiday. The allowance is not taken into account when calculating payments for travelling time or the purpose of calculating penalty additions for ordinary shifts worked on public holidays by shift workers.

- (iv) Payment of the Location Allowance is made instead of allowances or extra rates for or relating to heat, height, dirty work, wet places, work in confined spaces or other conditions and circumstances, whether of a like nature or otherwise, under which the work is now performed or likely to be performed in the future

Access to Apparatus Rules

- 26.2 Employees who hold Certification 5(a) or 6(a) under Eraring Energy's Access to Apparatus Rules are to be paid an allowance of \$10.88 (01.01.13), \$11.26 (01.01.14), \$11.65 (01.01.15), \$12.06 (01.01.16), per week.

An employee who holds both levels of certification is paid only one allowance.

It is payable for all ordinary time worked and during periods of annual leave, long service leave, public holidays, paid sick leave and for periods of absence for which workers' compensation is paid, but excluding those periods which attract the workers' compensation statutory rate only.

26.3 *Special Allowances*

Employees, whilst on duty, are entitled to be paid certain special allowances. However these payments, except where otherwise provided for, will not be taken into account for the purpose of calculating penalty rates for overtime, long service leave, annual leave, sick leave, accident pay, public holidays, travelling time or any similar payments.

The special allowances are as follows:

- (a) When nominated to carry out first aid duties on day/afternoon or night shift payment of \$25.07 (01.01.13), \$25.95 (01.01.14), \$26.86 (01.01.15), \$27.80 (01.01.16), per week or part thereof;
- (b) Other than shiftworkers in a continuous process, in circumstances when they are required to be in charge of plant, a depot, office, or telephone during a meal break. Payment of \$3.37 (01.01.13), \$3.49 (01.01.14), \$3.61(01.01.15), \$3.74 (01.01.16), per day or part thereof.
- (c) When working inside septic tanks or sewerage drains. Single time in addition to normal time.

27. Performance Review

Performance Review

- 27.1
- (a) The purpose of a performance review is to enable a process for an employee and their Manager/Team Leader to undertake a review of the employee's performance and development.
 - (b) A personal development plan will be completed at least once per year for each individual employee or at the request of an employee. A personal performance plan will be completed at least once per year for each individual Team Leader or Manager.
 - (c) The performance review process will take into account the business plan and team plan for the business unit/group/team in which the employee works.

28. Voluntary Redundancy

If Eraring Energy offers to employees a voluntary redundancy the payment will be:

- 28.1
- (a) Four weeks' notice or payment in lieu; plus
 - (b) An additional weeks' notice or pay in lieu for employee aged 45 years and over with five or more years of completed service; plus
 - (c) Severance pay at a rate of three weeks per year of continuous service with a maximum of 52 weeks, with pro rata payments for incomplete years of service to be on a quarterly basis; plus

The benefit allowable as a contributor to a superannuation fund.

- 28.2 Those employees who accept an offer of voluntary redundancy within two weeks of the offer being made, and terminate employment within the time nominated by Eraring Energy, will be entitled to the following additional payments:

- (a) Less than one years: two weeks pay
- (b) One year and less than two years service: four weeks pay
- (c) Two years and less than three years service: six weeks pay
- (d) Three years service and over: eight weeks pay

29. Standby Allowance

Who is entitled to the Allowance?

- 29.1 Employees who are required to be available for emergency and/or breakdown work at any time and are required to remain in communication must be paid standby allowance. These employees are termed “approved employees” and do not include those who have the allowance included in their salary by agreement between Eraring Energy and the relevant Union(s).
- 29.2 Standby work includes:
- (a) restoring continuity of supply
 - (b) returning to safe and proper operating condition any plant or equipment that has broken down in service, or is likely to break down
 - (c) carrying out urgent maintenance work that if not carried out an interruption to supply may occur.

Work not included

- 29.3 Standby work does not include:
- (a) overtime that was arranged before an employee’s normal ceasing time; and/or
 - (b) work which does not involve an emergency or breakdown situation.

How much is the allowance?

- 29.4 Standby allowance is \$218.10 (01.01.13), \$225.70 (01.01.14), \$233.60 (01.01.15), \$241.80 (01.01.16), per week.

Payment of overtime worked when called out – day workers

- 29.5 “Approved” day workers who are called out and required to work overtime must be paid in accordance with clause 7 – Overtime Day Work. They must receive a minimum payment of an hour and one half at double time.

Payment of overtime worked when called out – shift workers

- 29.6 “Approved” shift workers who are notified after leaving work must be paid in accordance with clause 8 – Overtime Shift Work if the overtime commences:
- (a) two hours or more before the ordinary time:
 - (i) double time when the overtime merges with rostered commencing time
 - (ii) double time, with a minimum of three hours at single time, when the overtime does not merge with rostered commencing time.
 - (b) Less than two hours before the ordinary commencing time, the appropriate rate provided for in clause 8 – Overtime – Shift Work.

Additionally, in the case of non-merging overtime, the appropriate rate in clause 8 – Overtime – Shift Work applies from the time of commencing overtime to the time of commencing the next rostered shift.

Public Holidays

- 29.7 Employees required to be on standby, in accordance with the provisions of this clause, on a public holiday shall have a day added to their accrued annual leave entitlement.

Standby availability

- 29.8 Employees standing by:
- (a) Must not be required to be constantly available beyond a period of four weeks if other employees are available for these duties; and
 - (b) Must have at least one weekend, comprising two consecutive days off duty in each four weeks, without reduction in standby allowance if other employees are not available.

30. Travelling Time and Fares

- 30.1 Employees are required to travel to and from home and headquarters once at their own expense in connection with each ordinary working day or rostered shift.

When can it be claimed?

- 30.2 Employees are entitled to claim:

- (a) excess travelling time and excess fares when they are:
- (i) are required to work at a location, which takes longer to travel to and from in comparison to their usual place of work; or
 - (ii) work overtime, which merges with ordinary working hours.
- (b) Travelling time and fares when they work overtime, which does not merge with ordinary working hours.

Who can claim?

- 30.3 All employees can claim for travelling time and fares as set out in this clause.

- 30.4 Employees cannot claim for any time spent travelling during ordinary working hours or shifts.

Transport

- 30.5 Employees who start or finish work at a temporary location or finish overtime at a time when reasonable means of transport is not available, must be provided with transport by Eraring Energy.

Method of payment

- 30.6 All travelling time must be paid at time and one half and fares calculated under the rate per kilometre method as determined by the Australia Taxation Office.

Travelling time calculation

- 30.7 Calculation of travelling time, including normal travel to and from work, will be based on the actual time taken in the most reasonable way and by the most expeditious route available.

Employees living outside a radius of 40 km from their permanent or temporary headquarters will be considered to live at that point.

Fares limitation

- 30.8 Fares are not payable to employees for journeys where transport is provided by Eraring Energy or where employees are in receipt of other car mileage allowance.

31. Working Away from Headquarters

Overnight absence from home

- 31.1 When Eraring Energy requires employees to be accommodated away from their homes overnight, it must meet the cost of accommodation at an agreed standard. Eraring Energy must also pay employees an allowance for each meal taken plus an incidental allowance for each night's absence at a rate determined by the Australian Taxation Office.

Returning home after extended periods away

- 31.2 Eraring Energy must allow employees who are away from headquarters for an extended period of time to return home:
- (a) daily or at each weekend if the location of the temporary headquarters makes it practicable; or
 - (b) every third weekend if daily or weekend return is impractical. Travel between temporary headquarters and home other than the first and last journeys must be in the employee's own time; or
 - (c) more frequently if Eraring Energy considers it economical.
- 31.3 Employees returning home from their temporary headquarters on approved weekend travel must be provided with a meal allowance for each forward and return journey, provided they have worked the full ordinary hours at the temporary headquarters on the day of travel. The meal allowance will be paid at a rate determined by the Australian Taxation Office.

Section 6 – Miscellaneous

32. Delegates Rights and Responsibilities

- 32.1 The provisions of this clause apply to employee(s) whose Union has advised Eraring Energy in writing that the employee(s) have been nominated and elected by their Union as a delegate for the members of that Union.
- 32.2 In addition to the rights concerning victimisation in the relevant legislation, Eraring Energy recognises that Union delegates:
- (a) May make representations to management on behalf of their Union's members, and to have these promptly dealt with;
 - (b) Will be treated fairly and will be permitted to perform their role as a delegate without discrimination or victimisation in their employment or career;
 - (c) Will be given access to reasonable information about such representations;
 - (d) Will be able to access site and have reasonable use of Eraring Energy facilities including telephone, computer and accessories (including reasonable use of email and internet), facsimile, photocopying, stationary and a Union notice board;
 - (e) Will be given reasonable paid time to:
 - (i) Prepare for consultations with and make representations to management, including discussions with their Union's members;
 - (ii) Participate in conferences concerning matters affecting their Union's members, including matters before an industrial tribunal;
 - (iii) Attend meetings of the Union's Executive/ Committee of Managementin accordance with the agreed arrangements which shouldn't exceed five days special leave with pay per year.
 - (f) Will be given paid leave in accordance with the agreed arrangements, including for attendance at accredited Union education and training for delegates, Union conferences and forums;
 - (g) Will be given reasonable unpaid leave to work with the Unions.
- 32.3 A delegate's responsibilities include to:
- (a) Consult with their Team Leader whenever they propose to undertake their role as a delegate in exercising any of the rights above, except with respect to subclause 32.2(d) when advice to the Team Leader is sufficient;
 - (b) Recognise that work priorities as determined by their Team Leader take precedence over the exercise of the above rights;
 - (c) Adhere to the grievance and disputes procedures;
 - (d) Issues regarding the operation of this clause will be resolved under the grievance and disputes procedures.

33. Telecommuting

Definition

- 33.1 Telecommuting (or teleworking) is one of a number of flexible working arrangements, which is intended to be beneficial for both employees and Eraring Energy.
- 33.2 Approval to enter into a Telecommuting Agreement will be at the discretion of Eraring Energy.

Supporting documentation

- 33.3 This clause is to be read in conjunction with the "Telecommuting Guidelines".
- 33.4 A Telecommuting Agreement will be in the form provided by relevant guidelines, which are agreed between the parties to this Agreement.

34. Miscellaneous

Holding of meetings on Eraring Energy's premises

- 34.1 Permission to hold any meeting on any of Eraring Energy's premises must be requested by the Union(s) concerned.

Such a request must be made to the Executive Manager Human Resources and:

- (a) made by the Secretary, Executive Officer or accredited Union representative of the Union(s); and
- (b) in writing whenever practicable or verbally where there is not enough time; and
- (c) within reasonable time before the proposed meeting.

The request must include:

- (d) the purpose of the meeting; and
- (e) the time and place of the meeting; and
- (f) the estimated duration of the meeting.

Should a request for such a meeting not be approved, the meeting must not be held on Eraring Energy's premises.

Unless approved by the Managing Director employees must not be paid for time lost attending such meetings.

Letter of Assignment

- 34.2 A Letter of Assignment may be entered into by agreement between Eraring Energy and an employee in circumstances:

- (a) Where Eraring Energy has a contractual or other obligation to undertake work for a defined period of time at an external location, either in Australia or overseas; and
- (b) Which necessitates an employee being accommodated away from their usual place of residence to another, which is remote from that usual residence, for a continuous period of three months or more.

- 34.3 A Letter of Assignment is a formal document as agreed between Eraring Energy and an employee which may:

- (a) Provide for terms and conditions not in this Agreement; and/or
- (b) Vary an Agreement condition.

If no Letter of Assignment is entered into this Agreement shall apply.

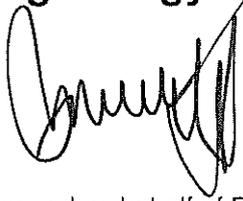
- 34.4 A Letter of Assignment will be in the form provided by relevant guidelines which are agreed between the parties to this Agreement.

- 34.5 Guidelines will provide a common framework for all staff, but will allow for a Letter of Assignment to meet the different needs and entitlements of individual employees, based on their work requirements and individual situations.

- 34.6 In the negotiation of Letters of Assignment, Managers and employees must share all information relevant to the assignment; be sensitive to the longer term employment relationship and be careful to avoid duress on either party to the negotiation.
- 34.7 Eraring Energy will not disclose contents of particular Letters of Assignment. Individual employees may disclose details of their Letter of Assignment to their Union/association and other Eraring Energy employees.

36. Signature Pages

Eraring Energy Enterprise Agreement 2013



Signed for and on behalf of Eraring Energy

Name: PHILIP MORIARTY

Title: EXECUTIVE MANAGER HUMAN RESOURCES

Address: ERARING ENERGY

PO BOX 5044 DORA CREEK NSW 2264

Date: 30 / 1 / 2013

Eraring Energy Enterprise Agreement 2013

Signed for and on behalf of the Electrical Trades Union of Australia (New South Wales Branch)

Name: _____

Title: _____

Address: _____

Date: / /

Eraring Energy Enterprise Agreement 2013

Signed for and on behalf of the Australian Municipal, Administrative, Clerical and Services Union New South Wales United Services Branch (USU)

Name: _____

Title: _____

Address: _____

Date: / /

Eraring Energy Enterprise Agreement 2013

Signed for and on behalf of the Association of Professional Engineers, Scientists and Managers, Australia (New South Wales Branch)

Name: _____

Title: _____

Address: _____

Date: / /

Eraring Energy Enterprise Agreement 2013



Signed for and on behalf of the Construction, Forestry, Mining and Energy Union (New South Wales Branch)

Name: ALLEN DREY
Title: PRESIDENT (N.S.W ENERGY DISTRICT)
Address: 67A ABERDARE ROAD
CEESNOCK 2325

Date: 30 / 1 / 2013

Eraring Energy Enterprise Agreement 2013



Signed for and on behalf of the Community and Public Sector Union.

Name: John Carrul
Title: State Secretary CPSU, SPSF Group NSW Branch.
Address: 160 Clarence Street
Sydney NSW 2000
Date: 5/2/2013

Eraring Energy Enterprise Agreement 2013

Signed for and on behalf of the Australian Institute of Marine and Power Engineers, New South Wales District

Name: ROBERT ASHTON
Title: N.S.W. State Secretary
Address: 148 Hannell Street
Wickham 2293

Date: 30 11 2013

Eraring Energy Enterprise Agreement 2013

Signed for and on behalf of the Australian Worker's Union, New South Wales

Name: _____

Title: _____

Address: _____

Date: / /

Eraring Energy Enterprise Agreement 2013

Signed for and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union,
New South Wales Branch

Name: _____

Title: _____

Address: _____

Date: / /