

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA09/11

**TITLE:** Eraring Energy Enterprise Agreement 2009

**I.R.C. NO:** IRC9/68

**DATE APPROVED/COMMENCEMENT:** 12 February 2009 / 11 January 2009

**TERM:** 11

**NEW AGREEMENT OR  
VARIATION:** Replaces EA05/269.

**GAZETTAL REFERENCE:** 27 March 2009

**DATE TERMINATED:**

**NUMBER OF PAGES:** 59

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Eraring Energy, located at Rocky Point Road, Eraring, NSW 2264, except Senior Executives, who fall within the coverage of the Eraring Energy Employees Consent Award 2004.

**PARTIES:** Eraring Energy -&- the Australian Institute of Marine and Power Engineers New South Wales District, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales, Unions NSW

# ERARING ENERGY

## Enterprise Agreement 2009

### TABLE OF CONTENTS

<b>Clause No.</b>	<b>Title</b>	<b>Page No.</b>
1.	RESPONDENTS TO THE AGREEMENT AND CONSULTATION .....	2
2.	INTENT, COMMITMENT, SCOPE AND DURATION.....	2
3.	HOURS OF WORK.....	3
4.	SALARIES .....	5
5.	ALLOWANCES.....	8
6.	PART-TIME EMPLOYMENT .....	11
7.	CALCULATION OF SERVICE .....	12
8.	CLASSIFICATION REVIEW .....	12
9.	TERMS OF EMPLOYMENT .....	13
10.	SHIFT WORK.....	15
11.	OVERTIME – DAY WORK .....	23
12.	OVERTIME – SHIFT WORK.....	25
13.	MEAL ALLOWANCES ON OVERTIME .....	28
14.	MEAL BREAKS – DAY WORK.....	28
15.	HIGHER GRADE WORK AND PAY.....	29
16.	CLOTHING AND TOOLS .....	31
17.	ANNUAL LEAVE .....	31
18.	LONG SERVICE LEAVE .....	33
19.	SICK LEAVE AND ACCIDENT PAY.....	34
20.	FAMILY CARER’S LEAVE.....	38
21.	BEREAVEMENT LEAVE.....	41
22.	PARENTAL LEAVE.....	42
23.	PUBLIC HOLIDAYS AND PICNIC DAY.....	44
24.	STANDBY ALLOWANCE .....	45
25.	TRAVELLING TIME AND FARES.....	46
26.	WORKING AWAY FROM HEADQUARTERS .....	47
27.	GRIEVANCE AND DISPUTES PROCEDURES .....	47
28.	ANTI-DISCRIMINATION.....	48
29.	TELECOMMUTING.....	49
30.	MISCELLANEOUS .....	49
31.	APPENDIX A .....	50
32.	SIGNATURE PAGES.....	51

# 1. Respondents to the Agreement and Consultation

## *Parties*

1.1 This Agreement has been made with the consent of Eraring Energy, Unions NSW and the Unions listed below on behalf of the employees of Eraring Energy.

- Electrical Trades Union of Australia, New South Wales Branch
- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union
- Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)
- Construction, Forestry, Mining and Energy Union
- Public Service Association of New South Wales
- Australian Institute of Marine and Power Engineers, New South Wales District
- Australian Workers' Union
- Australian Manufacturing Workers Union, New South Wales Branch

## *Consultative Mechanism*

- 1.2
- (a) The purpose of the consultative mechanism is to create a structure that will facilitate the agreed outcomes of this Agreement, as stated in subclauses 2.1 & 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. The 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.
  - (d) A Working Group 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.
  - (e) The Steering Committee and Working Group will meet as required.
  - (f) Local Consultative Committees comprising representatives from local management, local delegates and employees will meet monthly and provide feedback to the Working Group and Steering Committee as appropriate.

# 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) Increase the competitiveness, productivity, efficiency, diversity and flexibility of Eraring Energy;
- (b) Continue the development of more flexible, efficient and adaptable management and work practices.
- (c) Continue to improve and develop better and more effective communication and consultative practices within Eraring Energy.
- (d) Maintain a cooperative, safe and productive working environment.
- (e) Eliminate lost time injuries.

*Performance Review*

- 2.3
- (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 performance review will be conducted at least once per year for each individual employee or at the request of an employee.
  - (c) The performance review process will take into account the business plan for the business unit/group/team in which the employee works.

*Scope*

- 2.4 This Agreement replaces the Eraring Energy Employees Consent Award 2006.

*Who does it apply to?*

It applies to Eraring Energy and all employees of Eraring Energy who work within the classifications categorised at subclause 4.4 (b). It does not apply to Senior Executives.

*Duration*

- 2.5 This Agreement will be effective from 1<sup>st</sup> January 2009 until 31<sup>st</sup> December 2009.

### 3. Hours of Work

*What is a day worker?*

- 3.1 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 7:00am to 6:00pm, Monday to Friday inclusive.

*Ordinary hours of work for day workers*

- 3.2 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.
- 3.3 Day workers work a standard pattern of nine days per fortnight except where a negotiated alternative arrangement is agreed to between local management 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.
- 3.4 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?*

- 3.5 Local management 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 local management. Alternative arrangements on an individual basis may be negotiated by agreement.

*Accrual of hours*

- 3.6 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 local management.

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 site manager to accrue in excess of 35 hours.

*Time off in lieu of Time Worked*

- 3.7 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 3.6 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.

## 4. Salaries

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

<b>Salary Point</b>	<b>First Pay period on or after; 1<sup>st</sup> March 2009</b>
1	\$ 435.70
2	\$ 505.30
3	\$ 573.90
4	\$ 643.50
5	\$ 678.30
6	\$ 712.30
7	\$ 745.50
8	\$ 779.40
9	\$ 815.00
10	\$ 852.10
11	\$ 892.30
12	\$ 934.60
13	\$ 978.60
14	\$ 1,024.70
15	\$ 1,072.70
16	\$ 1,123.30
17	\$ 1,162.50
18	\$ 1,203.20
19	\$ 1,244.30
20	\$ 1,287.50
21	\$ 1,332.50
22	\$ 1,378.50
23	\$ 1,426.20
24	\$ 1,475.60
25	\$ 1,526.50
26	\$ 1,579.80
27	\$ 1,634.10
28	\$ 1,691.20
29	\$ 1,749.40
30	\$ 1,810.40
31	\$ 1,873.00
32	\$ 1,938.00
33	\$ 2,004.70
34	\$ 2,074.30
35	\$ 2,146.60
36	\$ 2,220.80
37	\$ 2,298.30
38	\$ 2,377.30
39	\$ 2,459.90
40	\$ 2,545.00

*Casual Occupational Health Nurses*

- 4.2 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 7.00am and 5.30pm 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 5.1(a) will apply.
  - (g) There is no entitlement to any of the provisions of this Agreement other than the provisions of this subclause.

*Increments and progression*

- 4.3 Employees appointed to positions before 8<sup>th</sup> February 1991, retain their annual incremental rights for previous classifications subject to satisfactory conduct and discharge of duties.

*Working up to skill level*

- 4.4 Employees must:
- (a) Work up to their skill level, competence and training within the categories listed below; and
  - (b) Work in accordance with the classification descriptions, salary points and agreed Skills Development Programs.
    - Administrative Officer
    - Engineering Officer
    - Professional Officer
    - Operator
    - Power Worker
    - Tradesperson

*No extra claims*

- 4.5 Apart from increases available through State Wage Case decisions (to be applied as set out below) the parties undertake that for the period of this Agreement they will not pursue any extra claims for any matters that are contained in this Agreement.

State Wage Case decisions determined during the period of the Agreement, will be dealt with as follows:

- (a) Cost of living adjustment – any component of a State Wage increase which is identified in the decision as a cost of living adjustment will be passed on to employees in full on the basis of any conditions that are imposed by the decision. This component of the increase will be in addition to the increases arising as a result of this Agreement.
- (b) Productivity increase – any component of a State Wage increase which is in return for state wide productivity improvements or is based on enterprise level productivity increases will be adjusted to avoid double counting.

*Salary Packaging*

- 4.6 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, lap top computers, superannuation, as per subclauses 4.7 to 4.12 and up to \$665 of company product per year.

The amount salary packaged must not exceed fifty (50) percent of the salary payable under subclause 4.1 or fifty (50) percent of the currently applicable superable salary, whichever is the lesser. In this subclause, "superable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

*Salary Sacrifice to Superannuation*

- 4.7 An employee may elect, subject to the agreement of Eraring Energy, to sacrifice a portion of the salary payable under subclause 4.1 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

- 4.8 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 PAYE 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.

- 4.9 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.
- 4.10 Where an employee elects to salary sacrifice in terms of subclause 4.8 Eraring Energy will pay the sacrificed amount into the relevant superannuation fund.
- 4.11 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 4.9 is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 4.12 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 4.11 above, Eraring Energy will continue to base contributions to the fund on the salary payable under subclause 4.1 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.

## 5. Allowances

### *Location allowance*

- 5.1 The following allowances are payable to employees:

- (a) Whose classification and permanent headquarters are listed below must be paid as follows:

Location	Category A	Category B
	<b>First Pay Period on or After</b>	
	1.3.09	1.3.09
Power Station Sites	\$64.90	\$50.40
Sydney Office	\$8.20	\$8.20

NOTE 1:

*Category A:* Paid to employees who are required to work at times in the power station plant area.

*Category B:* Other employees.

NOTE 2:

Power Station Sites – means Eraring Power Station or any Wind/Hydro Site.

NOTE 3:

- (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 sick 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 employees 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.
- (b) who hold Certification 5(a) under Eraring Energy's Access to Apparatus Rules  
**\$9.42 (1.3.09) per week**
- (c) who hold Certification 6(a) under Eraring Energy's Access to Apparatus Rules  
**\$9.42 (1.3.09) 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.)*

*Special Allowances*

- 5.2 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. Where more than one of the special allowances relate to disabilities of substantially the same nature, then only the highest of the special allowances will be paid.

The special allowances are as follows:

**5.2 (a) Payment of \$1.94 (1.3.09) per hour or part thereof for those employees:**

- (i) Engaged on work inside a condenser waterbox when the work is carried out while the unit is out of service;
- (ii) Engaged on working within ash and dust pits;
- (iii) Engaged on maintenance work within boiler casings, boiler main and distribution drums or gas pass ducts, which have not been cleaned out;
- (iv) Engaged on work within fabric filter compartments;
- (v) Engaged on work in conditions, which are determined by the controlling officer to involve the existence of excessive amounts of airborne coal dust in the following areas:
  - Coal Bunkers or
  - Coal lines or
  - On the coal conveyors between the main receiving bin, coal reserve and bunkers;
- (vi) Working from a Cyclimber Stage inside a furnace. Such payment must be in addition to the allowance paid for working inside a boiler casing not cleaned out;
- (vii) Engaged on work on dust removal air slides;
- (viii) Engaged or working in close proximity to employees who are engaged in the preparation and/or the application of substantial quantities of epoxy based materials either in confined spaces or continuously for a period of more than two hours on any occasion (the term "substantial quantities" shall mean a 454 gram pack or larger); or
- (ix) Engaged in the handling of polychlorinated biphenyls (Askarel).

**5.2 (b) Payment of \$2.58 (1.3.09) per hour or part thereof for those employees engaged on work as follows:**

- (i) A sooting allowance as agreed as at the time of making of the Electricity Commission (Wages Staff) Award, published 19 February, 1965;
- (ii) Work inside a condenser waterbox when the work is carried out while the unit is in service;
- (iii) Removal and/or replacement of insulating and refractory materials; or
- (iv) Work within fabric filter compartments, which have not been cleaned out and when the boiler is in service, other than those who are required to carry out boiler cleaning as part of their normal duties.

**5.2 (c) Allowances paid on a basis other than per hour as specified:**

- (i) When using oxyacetylene equipment and/or electric welding equipment, whether during ordinary working hours or otherwise.  
**Payment of \$1.80 (1.3.09) per day or shift or part thereof;**
- (ii) When nominated to carry out first aid duties on day/afternoon or night shift.  
**Payment of \$21.69 (1.3.09) per week or part thereof;**
- (iii) 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 \$2.92 (1.3.09) per day or part thereof; or**
- (iv) When working inside septic tanks or sewerage drains.  
**Single time in addition to normal time.**

5.3 Tradespersons previously referred to as Power Station Mechanical Fitters, who are engaged on maintenance work on the operator shiftwork roster system at Eraring Power Station must be

paid an allowance of \$26.85 (1.3.09) per week.

- 5.4 Administration Officers previously referred to as Occupational Health Nurses employed on or before 1 March 2002, must retain payment of the qualification allowances that they were previously paid. The weekly rate of the allowances will be indexed in relation to future Agreement increases.

## 6. Part-time Employment

### *Who is a part time Employee?*

- 6.1 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*

- 6.2 The minimum number of hours to be worked by a part-time employee is 14 hours or 2 shifts per week. The minimum number of hours to be worked per day of attendance is 3 hours and thirty minutes.

### *Rates of Pay*

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

### *Overtime*

- 6.4 Overtime must be paid in accordance with clause 11 Overtime – Day Work, but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

### *Entitlements*

- 6.5 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*

- 6.6 Full-time employees may work part-time subject to agreement with local management. These employees can return to full time work at the end of the agreed period of part time work.

## 7. Calculation of Service

- 7.1 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) Any previous period of service with Eraring Energy in accordance with (a) to (j) 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.
  - (l) Any previous period of service with Eraring Energy in accordance with (a) to (j) of an employee who had been dismissed and later re-employed if that employee's current period of service under (a) to (j) is more than five years.
  - (m) 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.

## 8. Classification Review

### *Purpose*

- 8.1 The purpose of classification review is to determine and recommend the relative work value and salary point(s) for a position(s).
- 8.2 Classification Reviews will involve the use of a job evaluation system unless an alternative review mechanism has been agreed to between Eraring Energy and a classification grouping.
- 8.3 Eraring Energy will recognise the right of an employee to:
- (i) request that a job evaluation or agreed alternative review mechanism is conducted on their position.
  - (ii) to be represented by another employee who is accredited to participate in the classification review process.

- 8.4 The parameters for assessing the merits of a review must be pursuant to the State Wage Case (Wage Fixing Principles).
- 8.5 All proceedings of Classification Reviews are confidential.
- 8.6 This clause will not prejudice or affect any right any person may have under the *NSW Industrial Relations Act 1996*.

## 9. Terms of Employment

### *Payment of Salaries*

- 9.1 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.

### *Overtime and shift work*

- 9.2 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.

### *Termination of service*

- 9.3 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
  - (d) Mechanisation or technological changes in the industry.

If Eraring Energy terminates the employment of an employee who has been employed by it for the preceding 12 months, because of mechanisation or technological changes in the industry, it must give the employee:

- (i) Three months notice; or
- (ii) Pay at the ordinary rate for the balance if it gives less than three months' notice. This period of three months counts as service for the calculation of annual leave and long service leave entitlements of the employee.

- 9.4 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*

- 9.5 Employees must give Eraring Energy one months' notice of their intention to resign, unless their terms of employment provides for a different period.

- 9.6 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.

*Letter of Assignment*

- 9.7 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.

- 9.8 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 Award condition.

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

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

- 9.10 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.

- 9.11 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.

- 9.12 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.

## 10. Shift Work

### *Types of shift*

- 10.1 There are 2 types of shift work:
- (a) *Regular* – in which an employee works a roster with a 1, 2 or 3 shift system which continues for 3 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 3 months.

- 10.2 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*

- 10.3 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.

- 10.4 These ordinary hours must be worked during the hours for which the employees are rostered for duty.
- 10.5 Employees who are required to work more than 11 ordinary shifts in 12 consecutive days, must be paid at overtime rates for the 12<sup>th</sup> and following consecutive shifts. (See clause 12 for overtime rates.)

### **Shift Allowance**

- 10.6 Shift work may be:
- (a) Early Morning Shift – a shift commencing after 5.00am and before 6.30am.
  - (b) Afternoon Shift – a shift finishing after 6.00pm 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.

- 10.7 Shift workers, who work on a shift work roster, must be paid the following allowances:

*Early Morning* - the greater of 10% of single time for the shift and \$6.80

*Afternoon* - the greater of 20% of single time and \$24.80

*Night* - the greater of 20% of single time and \$24.80

- 10.8 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:

*Continuous Afternoon Shift* - 25% of single time

*Continuous Night* - 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.

- 10.9 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 11 Overtime – Day Work.
- 10.10 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 10.12.
- 10.11 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*

- 10.12 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*

- 10.13 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*

- 10.14 Only the highest penalty rate can apply if more than one penalty could apply to a particular period of work.

#### **Roster Loading**

- 10.15 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 crib 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*

- 10.16 The roster loading for ordinary hours actually worked is:
- (a) 4.35% of salary for:
    - (i) employees on 7 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*

- 10.17 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*

- 10.18 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*

- 10.19 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 5 consecutive working days; or
  - (b) The new shift roster if the period of training continues for 5 or more consecutive working days
- 10.20 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 5 consecutive working days.

**General***Payment while at Training school*

10.21 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*

10.22 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 22 of the Agreement. If higher grade pay is involved, the provisions of 15.4 apply.

*Not required to work on a Public holiday*

10.23 Shift workers when, according to their controlling officer, 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*

10.24 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*

10.25 Shift workers who:

- (a) Are rostered for duty on a shift falling on a Saturday or Sunday; and
- (b) According to the controlling officer are not required for duty on such day(s)

May, by mutual arrangement with the person responsible for the work team, 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*

- 10.26 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*

- 10.27 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*

- 10.28 Shift workers are entitled to at least a 10-hour break between finishing shift work and commencing day work.

*Day workers relieving on regular shift work*

- 10.29 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*

- 10.30 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 2 weeks or less; or
  - (b) If it lasts for more than 2 weeks and less than 4, overtime rates for ordinary hours worked in shifts for the first 2 weeks, and time and one half for ordinary hours worked in shifts for the next 2 weeks

*Change of roster or shift*

- 10.31 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*

- 10.32 Shift workers must advise the person responsible for their work team at least 8 hours beforehand when they intend to report for duty after being absent from duty.
- 10.33 The person responsible for their work team may send them home if they do not do so.
- They are not entitled to any payment for the shift.

**Handover**

- 10.34 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.
- 10.35 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.
- 10.36 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 local management.
- 10.37 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.
- 10.38 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
- 10.39 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.

10.40 Overtime shifts are not included in calculating handover time.

*Crib breaks*

10.41 Shift workers are entitled to a paid crib 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*

10.42 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 2 ordinary shifts per day with day shift being from 7:00am to 7:00pm and night shift being from 7:00pm to 7:00am
- (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 8 hours added to their annual leave entitlement for each public holiday prescribed in clause 22 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

i.e. 20%

Shift Allowance (day shift) 1.2 x 4 hours of shift

i.e. (3:00pm to 7:00pm)

(ii) Roster loading "A" (all shifts) 4.35%

(iii) Monday to Friday shifts:

Roster loading "A" and 4 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 4 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 4 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.

## 11. Overtime – Day Work

*What is overtime?*

- 11.1 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?*

- 11.2 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?*

- 11.3 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*

- 11.4 An employee must be paid a minimum of 4 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 23 – Standby Allowance).
- 11.5 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a 10 hour break.

*Cancellation*

- 11.6 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 – 3 hours at single time
  - (c) At the place of work – 3 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 3 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.

11.7 *Travel associated with merging overtime*

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 24 – Travelling Time and Fares.

11.8 *Travel associated with non-merging overtime*

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 11.4.

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 24 – Travelling Time and Fares, exceeds the minimum payment.

Eraring Energy must reimburse employees for any fares incurred.

*Telephone allowance*

- 11.9 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 \$10.61 (1.3.09) for each occasion they work overtime. The employees must travel to their work location by their own means.

*Time off after overtime – 10 hour break*

- 11.10 Whenever reasonably practicable, Eraring Energy must arrange overtime so that employees have at least 10 consecutive hours off duty between completing their ordinary work on one day and beginning it on the next.
- 11.11 If employees resume or continue work without a 10-hour break, Eraring Energy must pay them double time until released from duty. They may then be absent until they have had a 10 hour break.
- 11.12 Employees must be paid at ordinary rates for any working time which occurs during this 10 hour break.
- 11.13 The conditions in 11.10 and 11.11 do not apply to overtime for which a minimum payment is applicable.

- 11.14 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 11:00pm and 5:00am.
- 11.15 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*
- 11.16 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 23 – Standby Allowance.

## 12. Overtime – Shift Work

*What is overtime?*

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

*How is it calculated?*

- 12.2 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?*

- 12.3 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 after two hours	1.5 2.0
(b)	Saturday (not a public holiday)	before midday - first two hours - after two hours after midday - all hours worked	1.5 2.0 2.0
(c)	Sunday (not a public holiday)		2.0
(d)	Public holiday	all hours worked	2.5

*Time worked – during rostered break*

- 12.4 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*

- 12.5 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*

- 12.6 An employee must be paid a minimum of 4 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 23 – Standby Allowance).

- 12.7 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a 10-hour break.

- 12.8 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 10.30; 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 – 10 hour break*

- 12.9 Whenever reasonably practicable, Eraring Energy must arrange overtime so that employees have at least 10 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.

- 12.10 If employees resume or continue work without a 10-hour break, Eraring Energy must pay them double time until released from duty. They may then be absent until they have had a 10 hour break.

- 12.11 Employees must be paid at ordinary rates for any working time which occurs during this 10-hour break.

- 12.12 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.

- 12.13 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*

- 12.14 The rest period off duty must not be less than 8 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*

- 12.15 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 2 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 4 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*

- 12.16 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*

- 12.17 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 \$10.61 (1.3.09) 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 24 – Travelling Time and Fares.

*Twelve hour maximum*

- 12.18 If shift workers have to work overtime for 4 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*

- 12.19 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.

### **13. Meal Allowances on Overtime**

*When are meal allowances paid?*

- 13.1 Employees must be paid a meal allowance for each continuous period of overtime as follows:
- One meal allowance after 1 hour 30 minutes worked. A second meal allowance after 5 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.

### **14. Meal Breaks – Day Work**

- 14.1 Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.
- 14.2 Employees may take meal breaks as they fall due or at some other time by arrangement with the supervisor. However, employees must not go without a meal break for more than 5 hours unless there is an emergency.

*Disrupted meal breaks*

- 14.3 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*

- 14.4 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 1 hour 30 minutes – a meal break of 20 minutes
  - (b) after 5 hours – a second meal break of 20 minutes.
  - (c) after 9 hours – a third meal break of 20 minutes.

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

Employees may take the first meal break:

- 14.6 (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 the supervisor, if the period of continuous overtime begins after the ordinary finishing time.

*Overtime – Saturday, Sunday or public holiday*

14.7 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 4 continuous hours; and/or
- (b) meal breaks with pay as set out in 14.4.

*Overtime – meal breaks count*

14.8 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*

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

## 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 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.

*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 5 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 twelve 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. Clothing and Tools

### *Basis of issue*

- 16.1 (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*

- 16.2 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*

- 16.3 (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.

## 17. Annual Leave

### *Amount of leave*

- 17.1 Employees are entitled to the following amounts of annual leave after each 12 months' service:
- (a) *Day workers* – 140 hours
- (b) *Shift workers on 7 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 7 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*

- 17.2 Annual leave does not include public holidays.

*Rate of pay*

- 17.3 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 10 – Shift Work is more than the ordinary shift work penalty payments.

*When can leave be taken?*

- 17.4 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.

- 17.5 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*

- 17.6 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*

- 17.7 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*

- 17.8 An employee may take annual leave 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.

## 18. Long Service Leave

### *What service counts?*

18.1 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 7 – 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?*

18.2 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 18.1 and 7.1 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.

18.3 The entitlement for length of service in between any of the periods listed in subclause 18.2 is worked out on a proportional basis.

### *How is leave paid?*

18.4 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?*

18.5 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.

18.6 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.

- 18.7 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*

- 18.8 Long service leave does not include public holidays.

*On leaving between five and ten years*

- 18.9 If an employee has completed at least 5 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; 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 10 years*

- 18.10 If an employee has completed on the termination of employment at least 10 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.

## **19. Sick Leave and Accident Pay**

*When may employees be granted sick leave*

- 19.1 Employees may be granted sick 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 19.18 to 19.26.

*When will sick leave not be granted*

- 19.2 Employees will not be granted sick 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 sick leave*

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

	<i>Leave on full pay - hours</i>
Upon completion of three months' service	126
Upon completion of twelve months' service	126
Upon completion of each additional 12 months' service	126

These periods are cumulative. In crediting the above amounts after the completion of each year of service, the minimum requirements of Section 26 of the *Industrial Relations Act 1996*, will be taken into account.

- (b) Employees may apply to be paid sick 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 sick leave credits they had at the date of transfer.

*Calculation of entitlements*

- 19.4 When calculating the amount of sick leave with pay for which employees are eligible, sick leave which has been granted at full and half pay respectively will be deducted from the entitlements in subclause 19.3.

*Calculation of an employees' entitlements*

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

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

*Maximum period of leave*

- 19.6 The maximum period of continuous paid sick leave is ordinarily 52 weeks.

- 19.7 Eraring Energy may approve additional sick leave with pay if:

- (a) The employee still has sick leave with pay outstanding after 52 weeks; or
- (b) If all sick leave with pay has been exhausted but Eraring Energy considers exceptional circumstances exist, such as the employees' length of service.

*Leave to count as service*

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

*Retirement – ill health*

- 19.9 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 sick leave*

- 19.10 If Eraring Energy decides to retire an employee because of ill-health, the retirement must begin only after the employee has exhausted all sick leave credits.

Employees will not be granted any additional sick 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.

*Sickness during long service leave and annual leave*

- 19.11 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 sick leave:

(a) For periods of one working day or more in the case of annual leave; or

For a period of at least 5 consecutive working days in the case of long service leave.

*Public holidays during sick leave*

- 19.12 A public holiday will not be counted as sick leave for employees if:

(a) It occurs during a period of absence on approved sick leave; and

(b) They would not have been required to work on that day.

- 19.13 Shift workers may elect to be paid at single time in substitution for sick 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 sick 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 19.19 to 19.22.

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

*Infectious diseases*

- 19.14 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 sick leave; or

(b) Deducted from their annual leave.

**Accident Pay**

19.15 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.

19.16 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 19.17 to 19.24.

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

*How to apply*

19.17 Employees must claim sick leave or accident pay on the appropriate forms.

*Medical examination*

19.18 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*

19.19 Employees must be able to prove to the satisfaction of their controlling officers that they were unable to attend for duty when claiming sick leave for three consecutive working days or less.

*Absences of more than 3 days*

19.20 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) Sick leave (with or without pay) exceeding three working days which are consecutive days; or
- (b) Accident pay.

19.21 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

19.22 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.

19.23 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.

- 19.24 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.
- 19.25 Sick 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
  - (d) Any special day off related to the working of a nine day fortnight.
- 19.26 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.
- 19.27 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
  - (c) The anticipated period of absence.
- Employees must obtain a medical certificate for each 4 weeks they are in hospital.

## 20. Family Carer's Leave

### *Use of sick leave*

- 20.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 20.3 (ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 19 of the Agreement, for absences to provide care and support for such persons with they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes 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 27 should be followed.

*Proof of illness*

- 20.2 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 the employer 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 carer's leave under this subclause where another person had taken leave to care for the same person.

*Definitions*

- 20.3 The entitlement to use sick leave in accordance with subclauses 20.1 to 20.2 is subject to:
- (i) The employee being responsible for the care of the person concerned; and
  - (ii) The person concerned being:
    - (a) A spouse of the employee; or
    - (b) A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - (c) A child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (d) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) A relative of the employee who is a member of the same household, where for the purposes of this paragraph:
      - 1. 'relative' means a person related by blood, marriage or affinity;
      - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
      - 3. 'household' means a family group living in the same domestic dwelling.

*Notice of absence*

- 20.4 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.

*Unpaid Leave for Family Purpose*

- 20.5 An employee may elect, with the consent of Eraring Energy, to take unpaid leave for he purpose of providing care and support to a class of person set out in 20.3 (ii) above who is ill or who requires care due to an unexpected emergency.

*Annual Leave*

20.6 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.

20.7 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.

20.8 *Family Carer's Entitlement for casual employees*

(a) Subject to the evidentiary and notice requirements in 20.2 and 20.4 employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in 20.3(ii) who are sick and require care and support, or who require care due to an unexpected emergency or the birth of a child.

(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*

20.9 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 twelve (12) months of the said election.

20.10 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.

20.11 If, having elected to take time as leave in accordance with subclause 20.9, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period, or on termination.

20.12 Where no election is made in accordance with subclause 20.9, the employee shall be paid overtime rates in accordance with this Agreement.

*Make-up Time*

20.13 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.

20.14 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*

20.15 An employee may elect, with the consent of Eraring Energy to take a rostered day off at any time, in accordance with subclause 3.6 of this Agreement.

## 21. Bereavement Leave

- 21.1 An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 21.3 below
- 21.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 21.3 Bereavement leave shall be available to the employee in respect of the 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 relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - 1. 'relative' means a person related by blood, marriage or affinity;
    - 2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - 3. 'household' means a family group living in the same domestic dwelling.
- 21.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 21.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 20.5, 20.6, 20.9, 20.10, 20.11, 20.12, 20.13, 20.14 and 20.15 in the said clause 20, Family 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.
- 21.6
- (a) Subject to the evidentiary and notice requirements in 21.2 and 21.3 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in 20.3 Family/Carers Leave.
  - (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.
  - (d) 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 an employer to engage or not engage a casual employee are otherwise not affected.

## 22. Parental Leave

22.1 Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

22.2 Eraring Energy must not fail to re-engage a regular casual employee (see section 53 (2) of the Act) 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*

- 22.3 (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) Eraring 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 Eraring 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 Eraring Energy's decision to be in writing*

- (c) Employee's request and Eraring Energy's decision made under 22.3 (a)(ii) and 22.3 (a)(iii) must be recorded in writing.

### *Request to return to work part-time*

- (d) Where an employee wishes to make a request under 22.3(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.

22.4 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, Eraring 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 Eraring Energy about any significant matter that will affect the employee's decision regarding the duration of

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.

- (c) The employee shall also notify Eraring Energy of changes of address or other contact details which might affect Eraring Energy's capacity to comply with paragraph (a).

## 23. Public Holidays and Picnic Day

### 23.1 *Public Holidays*

The following days are observed as public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Queen's Birthday
- (h) Labour Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Picnic Day
- (l) Other proclaimed holidays observed throughout New South Wales.

*What is day worker entitled to?*

- 23.2 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?*

- 23.3 A shift worker is:

- (a) Paid for public holidays in accordance with clause 10 – 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?*

- 23.4 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*

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

- 23.6 The conditions for pay set out in subclauses 23.2 to 23.4 apply to Picnic Day.

## 24. Standby Allowance

### *Who is entitled to the Allowance?*

- 24.1 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).
- 24.2 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*

- 24.3 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?*

- 24.4 Standby allowance is \$188.80 (1.3.09) per week.

### *Payment of overtime worked when called out – day workers*

- 24.5 “Approved” day workers who are called out and required to work overtime must be paid in accordance with clause 11 – 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*

- 24.6 “Approved” shift workers who are notified after leaving work must be paid in accordance with clause 12 – 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 12 – Overtime – Shift Work.

Additionally, in the case of non-merging overtime, the appropriate rate in clause 12 – Overtime – Shift Work applies from the time of commencing overtime to the time of commencing the next rostered shift.

*Public Holidays*

- 24.7 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*

- 24.8 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.

## 25. Travelling Time and Fares

- 25.1 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?*

- 25.2 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?*

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

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

*Transport*

- 25.5 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*

- 25.6 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*

- 25.7 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 40km from their permanent or temporary headquarters will be considered to live at that point.

*Fares limitation*

- 25.8 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.

## 26. Working Away from Headquarters

*Overnight absence from home*

- 26.1 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 nights absence at a rate determined by the Australian Taxation Office.

*Returning home after extended periods away*

- 26.2 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.
- 26.3 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.

## 27. Grievance and Disputes Procedures

- 27.1 This Agreement recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action. It is intended that most issues will be resolved informally between employees and supervisors.

- 27.2 Employees' work related grievances are to be dealt with as follows:

- (a) Employees or Union delegates who have a grievance on any issue shall firstly raise the matter with their immediate supervisor(s).
- (b) The supervisor(s) shall provide the necessary response 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 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 to an Industrial Officer, or where there is no Industrial Officer available to another senior representative of management.

- (e) The Industrial Officer, or management 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:
- Supervisor Representative
  - Management Representative
  - Delegate involved in grievance
  - Union Official(s) or their representative
- (f) The grievance will be discussed at the meeting with a view to achieving agreement or resolution.
- (g) Until the matter is resolved by the committee as detailed above, except where a genuine safety issue is involved or the matter is contained in this Agreement, the conditions that applied prior to the dispute will remain, without interruption and without prejudice to final settlement. Matters contained in this Agreement will prevail.
- (h) If the matter is not settled then either:
- (i) It shall then be referred to Unions NSW for their attention so as to provide conferences of all parties with a view to reaching a solution; or
  - (ii) If agreement cannot be reached on the matter through foregoing procedure, it may then be submitted to the Industrial Relations Commission of New South Wales.

## 28. Anti-Discrimination

- 28.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 28.2 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.
- 28.3 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.
- 28.4 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.

- 28.5 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.’

## 29. Telecommuting

*Definition*

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

*Supporting documentation*

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

## 30. Miscellaneous

*Holding of meetings on Eraring Energy’s premises*

- 30.1 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 Manager of the location 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.

## 31. Appendix A

### AWARD RESTRUCTURING

- (a) The agreement of the parties includes exhibits tendered in former proceedings, particularly by Exhibits 15, 17, 18, 19, 20 (at pages 551 to 567 and pages 879 to 899), 30, 31, 32, and B, C, D and E. The said pages of Exhibit 20 and Exhibits 19, 30, 31 and 32 are the documents referred to as "Current Position Papers" in Paragraph 1 of Exhibit 4. The expression "the proceedings" in this clause means the proceedings conducted before the Industrial Commission in Court Session in relation to Matters 989 to 993 of 1990 during the period 4 to 8 February 1991.
- (b)
  - (i) In accordance with Exhibit 17 referred to in subclauses (a) of this clause, an agreement has been reached for the introduction of an Annualised Salary and Shift Self-containment for Operators in operating thermal power stations. This agreement is contained in Exhibits 2 and 3 of proceedings in Matter Numbers 1230, 1371 and 1373 of 1991.
  - (ii) The agreement on Annualised Salary, in so far as it contains provisions otherwise inconsistent with the provisions of this Agreement, shall take precedence over such provisions to the extent of such inconsistency.

## **32. Signature Pages**

### **Eraring Energy Enterprise Agreement 2009**

Signed for and on behalf of Eraring Energy

Date:        /        / 2008

## Eraring Energy Enterprise Agreement 2009

Signed for and on behalf of Unions NSW

Date:     /     / 2008

## Eraring Energy Enterprise Agreement 2009

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

Date:        /        / 2008

## Eraring Energy Enterprise Agreement 2009

Signed for and on behalf of the New South Wales Local Government, Clerical,  
Administrative, Energy, Airlines & Utilities Union

Date:        /        / 2008

## Eraring Energy Enterprise Agreement 2009

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

Date:        /        / 2008

## Eraring Energy Enterprise Agreement 2009

Signed for and on behalf of the Construction, Forestry, Mining and Energy Union

Date:        /        / 2008

## Eraring Energy Enterprise Agreement 2009

Signed for and on behalf of the Public Service Association of New South Wales

Date:        /        / 2008

## Eraring Energy Enterprise Agreement 2009

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

Date:        /        / 2008

## Eraring Energy Enterprise Agreement 2009

Signed for and on behalf of the Australian Workers Union

Date:        /        / 2008

## Eraring Energy Enterprise Agreement 2009

Signed for and on behalf of the Australian Manufacturing Workers Union, New South Wales Branch

Date:        /        / 2008