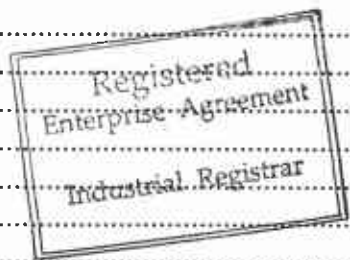


MPA ENERGY SERVICES PTY LTD ENTERPRISE AGREEMENT – 1998



Part 1 -- Preliminary

Title.....	1.1
Parties Bound & Agreement Coverage.....	1.2
Supersession of Previous Agreement.....	1.3
Period of Operation.....	1.4
Aims of Agreement.....	1.5
Right of Entry of Union Officials.....	1.6
Posting of Agreement.....	1.7
Declaration.....	1.8



Part 2 -- Terms & Conditions of Employment

Contract of Employment.....	2.1
Time and Wages Records.....	2.2
Grievance/Settlement of Disputes Procedure.....	2.3
Union Representation.....	2.4
Stand-down.....	2.5
Redundancy.....	2.6
Introduction of Changes.....	2.7

Part 3 -- Definitions, Wages & Allowances

Payment Systems.....	3.1
Wage Rate All inclusive.....	3.2
Classification/Wages.....	3.3
Allowances.....	3.4
Occupational Superannuation.....	3.5
Payment of Wages/Salaries.....	3.6

Part 4 -- Hours of Work, Overtime

Hours of Work.....	4.1
Hours of work - Day Workers.....	4.2
Shift Work.....	4.3
Overtime.....	4.4
Travel Time.....	4.5

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Part 5 – Statutory Holidays, Leave

Statutory Holidays.....5.1
 Annual Leave.....5.2
 Sick Leave.....5.3
 Bereavement Leave.....5.4
 Jury Service.....5.5



Part 6 -- Miscellaneous Provisions

Safety6.1
 Training.....6.2
 Variations to the Agreement6.3
 Work Place Consultation6.4
 No Extra Claims6.5

Schedules

Schedule No

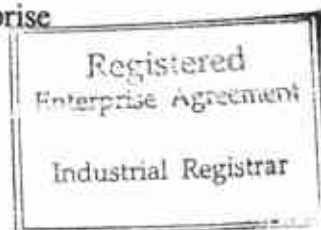
Redundancy.....01
 Wage Rates02
 Allowance03
 Disciplinary Procedure.....04

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PART 1 — PRELIMINARY

1.1 Title

This Agreement shall be known as the MPA Energy Services Pty Ltd Enterprise Agreement 1998.



1.2 Parties Bound and Agreement Coverage

This agreement is between the Australian Workers' Union, Greater New South Wales Branch, and MPA Energy Services Pty Ltd in respect of its employees in the Central Tablelands Region.

The Agreement will not apply to contractors and /or sub-contractors performing work on the Company's operations and will not be affected by other agreements or award movements in wages or conditions.

1.3 Supersession of Previous Agreement

The parties agree that the Enterprise Agreement registered as EA133/96 (Mt Piper Ash Enterprise Agreement) will be terminated in accordance with the Industrial Relations Act 1991 upon the registration of this agreement.

1.4 Period of Operation

This Agreement shall operate for a period of two years until 31 March 2000.

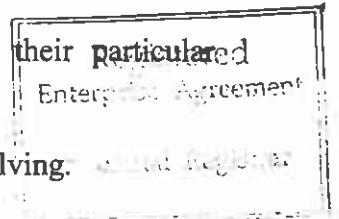
1.5 Aims of the Agreement

This Agreement acknowledges that the workforce of MPA Energy Services Pty Ltd, which includes those in a management role, is sufficiently mature to determine the appropriate conditions to suit their particular enterprise, It also acknowledges that there are other stakeholders who have interests in the operations including the industrial organisation signatory to this Agreement, senior management of the company and the Industrial Relations Commission.

The aims of this Agreement are to:

Create an environment where the organisation operates at an internationally competitive standard;

- Recognise a framework which provides a flexible and multi-skilled workforce allowing a 'team' approach to all activities. The team approach allows any person to perform any task at the workplace provided it is logical, legal and safe. The team, where referred to in this Agreement, shall include all team members including their management representative, i.e. Controller and Supervisor.
- Recognise that employees have the opportunity to improve and expand their skills through training in a formal and portable way and so reward them in the context of the organisation's skills needs.
- Recognise an organisation with a workforce which embraces continuous improvement.
- Recognise a pay/skills system which rewards skills and performance.
- Allow the workforce to determine working arrangements to suit their particular enterprise, subject to the pre-amble of this clause.
- Encourage a consultative approach to decision making and problem solving.



1.6 Right of Entry of Union Officials

Union officials coming onto the site shall come through the security systems, be logged in and comply with the site entry provisions.

1.7 Posting of Agreement

A copy of this Agreement and any subsequent amendments shall be available in a convenient place on the employer's premises so as to be readily available to employees.

1.8 Declaration

This agreement was not entered into under duress by any party.

PART 2 -- TERMS & CONDITIONS OF EMPLOYMENT



2.1 Contract of Employment

- (1) Except as provided in sub-clause (3) of this clause, employment shall be weekly.
- (2) *Part-time Employment* -- A part-time employee is one other than a casual employee engaged to perform hours less than those prescribed in sub-clause 1 of clause 4.1 of this Agreement.

The following conditions shall apply to part-time employees:

- (a) The spread of ordinary working hours shall be the same as those prescribed for weekly employees.
- (b) The ordinary daily working hours shall be worked continuously, excluding meal breaks, and shall not be less than four hours or more than eight hours per day.
- (c) Employees shall be paid an hourly rate equal to the appropriate weekly rate divided by thirty-eight.
- (d) Where appropriate, a part-time employee shall be entitled to a proportionate amount of the benefits of Part 5 of this Agreement and clause 2.6 (Redundancy) of this Agreement.
- (e) In each instance the proportionate entitlement shall be determined by dividing the average number of hours worked each week by thirty-eight.

Subject to the provisions contained herein all other provisions of the Agreement relevant to weekly employees shall apply to part-time employees.

- (3) *Casual Employment* - A casual employee is one engaged and paid as such. A casual employee will be one engaged on an hourly basis and for working ordinary time will be paid 23% as a loading on the ordinary rate of pay for the time worked. This loading includes a component for pro-rata annual leave.

(4) Termination of Employment

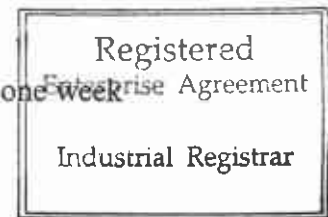
- (a) Except in circumstances of Redundancy, when Clause 2.4 (Redundancy) will apply, termination of employment shall be by the giving of notice or payment in lieu of notice in the case of the employer, or by the giving of notice or the forfeiture of monies in the case of the employee. Termination may be by part notice and part payment or forfeiture.

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The following notice periods shall apply:

- Casual employee - one hour
- Weekly employee - with service of less than one year - ~~one week~~
 - with service of one to three years - two weeks
 - with service of three to five year - three weeks
 - with service of more than five years - four weeks



In the case of a weekly employee over 45 years of age with more than two years of continuous service, an additional one week of notice, or payment in lieu will be given by the employer.

(b) Nothing in this subclause shall limit any rights of the Employer to dismiss an employee without notice for misconduct.

(5) *Abandonment of Employment* -- The unauthorised absence of an employee from work for a continuous period exceeding three working days shall be prima facie evidence that the employee has abandoned employment.

Termination of employment by abandonment in accordance with this sub-clause shall operate in accordance with sub-clause (4) hereof from the date of the last attendance at work or the last day's absence in respect of which consent was granted by the employer, whichever is the later.

(6) *Calculation of Time*

(a) The employer shall select and utilise for timekeeping purposes a time period of either six or fifteen minutes and may apply such proportion in the calculation of the working time of an employee who, without reasonable cause, promptly communicated, reports for duty after the appointed starting time or ceases duty before the appointed finishing time.

(b) The employer shall adopt the same proportion for the calculation of overtime.

(c) An employee who does not attend for duty as required shall not be paid for the period of the non-attendance.

(7) *Employee to Work as Directed* -- The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement.

An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

Any direction issued by the employer pursuant to this sub-clause shall be consistent with the employers responsibility to provide a safe and healthy working environment.

- (8) The training of other employees in skills possessed by an employee shall be part of the scope of work of each employee.

2.2 Times & Wages Records

The employer shall maintain and have available a record of all employees subject to this Agreement who are employed by the employer and such a record will show the employee's name, designation, time of starting and ceasing work and the wages and allowances paid in each pay period.

This record shall be open to inspection during normal office hours by duly authorised officers of the union.



2.3 Grievance/Settlement of Disputes Procedure

Should any matter arise in the employer's establishment which gives concern to the employee of the employer, the parties will consult and use the procedure set out below to reach settlement without loss of wages to the employee or production for the employer.

If the issue is not able to be resolved immediately work will continue according to the previous or past work practice.

All matters are to be dealt with promptly to ensure minimal disruption to the plant.

Any dispute, complaint or grievance being raised by an employee or a Supervisor will be settled in the following way.

- STEP 1. The Supervisor and the employee concerned will discuss the issue, if not resolved;
- STEP 2. The Union or employees representative will discuss the issue with the Company representative with the employee and supervisor concerned present, if not then resolved;
- STEP 3. The Union or employees representative will formally submit the issue to the management representative;
- STEP 4. The issue will be referred to the appropriate Union officials, if not resolved;
- STEP 5. The matter may then be submitted to the Industrial Relations Commission for resolution.

Throughout this procedure, an employee concerned may, at the discretion of the employee, have the elected Union representative delegate or workplace representative present during all discussions.

No party shall be prejudiced as to a final settlement by the continuance of work in accordance with this clause.

2.4 Union Representation

The Company recognises the right of its employees to belong to a Union and of a Union to represent its members.

Union membership shall be of a voluntary nature.



2.5 Stand-down

- (1) The employer shall have the right to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

- (2) The employer who by reason of any of the above, is unable to carry on the undertaking during the working hours of the day may deduct from the wages of an employee payment for any part of a day in excess of 20 minutes such employee cannot be usefully employed. Provided that any employee who is required to attend for work on any day but for whom for the reason above-mentioned no work is provided shall be entitled to two hours' pay and provided further that where any employee commences work he shall be entitled to be provided with four hours' employment or failing which be entitled to be paid as for four hours' work. Stop work or strike action shall be without pay and attract no additional payments.

2.6 Redundancy

An employee, other than a casual employee shall be entitled to redundancy provisions in accordance with Schedule 1 of this Agreement.

2.7 Introduction of Changes

- (1) *Employers Duty to Notify*
 - (a) Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify employees who may be affected by the proposed changes and their union.

 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required: the elimination or diminution of job opportunities or job tenure: the alteration of hours of work: the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(2)

- (a) The employer shall discuss with the employees affected and the union inter alia, the introduction of the changes referred to in sub-clause (1) hereof, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub-clause (1) hereof.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees, and any other matters likely to affect employees, provided that the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employers interest.

PART 3 - REMUNERATION SYSTEMS

3.1 Payment System

The system of remuneration to be applied shall be one agreed between the employees concerned and the plant management and approved by the appropriate Industrial Organisation.

Types of different systems of remuneration which may be agreed are:

- (1) Annualised Income - which may include components for penalty rates and/or allowances
- (2) Averaged Incomes - which may be based on a continuous shift roster and may include penalty rates and/or allowances.

In the event that no such agreement is made, the remuneration systems will be set out in the following clauses.

3.2 Wage Rate All Inclusive



The wage rates shown below are based on a working week of 38 hours and are inclusive of all disability and special rates payments and allowances except where indicated in clause 3.4.

3.3 Classification/Wages

The classification and wages shall be those show in Schedule 2 of this agreement.

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3.4 Allowances

Only the allowances shown in Schedule 3 shall be paid where appropriate, in addition to wage rates.

3.5 Occupational Superannuation

(1) Eligible employees (as defined) shall be entitled to Occupational Superannuation subject to the terms and conditions of this clause.

(2)

(a) "Eligible employee" mean an employee engaged on weekly hire under the terms and conditions of this Agreement.

Notwithstanding the foregoing employees engaged by the employer for work experience during University/TAFE/School vacations shall not be regarded as employees for the purposes of this Agreement.

(b) "The Plan" shall mean Nationwide Superannuation Fund or any other approved fund.

(3)

(a) The Employer shall contribute to the Plan on behalf of an eligible employee an amount calculated in accordance with the appropriate legislation.

(b) The contribution amount as prescribed in sub-clause (a) hereof shall be adjusted with movements to the basic agreement rate as determined from time to time.

(c) The employer may suspend for the applicable period contributions made on behalf of an employee if the employee is absent from the workplace other than for annual leave, long service leave, public holidays, sick leave, workers' compensation or other authorised absences.

(d) The employer shall remit contributions on a monthly basis.

(4)

(a) Eligible employees shall participate in the Plan immediately upon engagement by the employer.

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- (b) No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the Plan.

3.6 Payment of Wages/Salaries

The Employer shall pay wages/salaries on a fortnightly basis by bank transfer or by electronic funds transfer to an account nominated by the employee to the Employer without cost to the employee.



PART 4 – HOURS OF WORK, OVERTIME

4.1 Hours of Work

The local management and employees may agree to working arrangements which give employees as a team authority to determine their own working hours (which may include the working of 12 hour shifts) subject to the following.

- Consideration must be given to health and safety issues, legal requirements and the needs of the business.
- Work hours will be based on a normal working week of 38 hours.
- Work teams will organise their own rosters to provide the required coverage.
- Work hours will be determined by the work team in consultation with plant management.
- Meal breaks, rest pauses/periods including the duration and timing will be determined by the work team considering the needs of the business.
- The remuneration arrangement will reflect a component in consideration of penalties which would normally apply outside the normal working hours.

Where no such agreement is made, the provisions of clauses 4.2 and/or 4.3 and/or 4.4 shall apply.

4.2 Hours of Work - Day Workers

(1) Ordinary Hours

- (a) Subject to exceptions provided elsewhere in this Agreement, the ordinary hours of work for day workers shall be worked on one of the following bases so as to average 38 hours each week:
- 38 hours within a work cycle of 7 consecutive days, or

76 hours within a work cycle of 14 consecutive days, or
 114 hours within a work cycle of 21 consecutive days, or
 152 hours within a work cycle of 28 consecutive days



- (b) The ordinary hours of work prescribed may be worked on any days in the week, Monday to Sunday inclusive, subject to the following:
- (i) Ordinary hours when worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter. Ordinary hours when worked on a Sunday shall be paid at the rate of double time.
 - (ii) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the Employer and the majority of employees concerned.
 - (iii) In any arrangement of hours which includes a Saturday or Sunday as ordinary hours, the union shall be notified in writing within fourteen days of commencement of work under such arrangement.

- (c) The ordinary hours of work prescribed herein shall be worked continuously, except for meal breaks, between 6am and 6pm. The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned.

Provided further that work done outside the hours of 6am and 6pm and deemed to be part of the ordinary hours of work for the purpose of this sub-clause, shall be paid at overtime rates.

- (d) The ordinary starting and finishing times of various groups of employees or individual employees, may be staggered, provided
- (e) The ordinary hours of work prescribed herein shall not exceed 12 hours on any day: Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned:

Provided further that where any arrangement of ordinary hours exceeds 8 on any day, the union shall be notified in writing within 14 days of commencement of work under such arrangement.

- (f) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employees person shall normally be in the employee's time. If it is considered necessary by management for an employee to take a shower in ordinary working hours due to dirty working conditions a reasonable amount of time will be made available for them to do so.

- (g) The system by which the average 38 ordinary hours working week is derived may be:

- (i) by employees working less than 8 ordinary hours each day or on one or more days in a week or cycle,
- (ii) by some other method where there is agreement between the employee and employer.

(2) *Meal Break - Day Workers*

- (a) Except as provided elsewhere in this sub-clause, a meal break for a period of not less than thirty minutes shall be taken during the day and shall be unpaid. No employee shall be required to work for more than five hours without a break for a meal or six hours by agreement.
- (b) The time at which the meal break is taken may be staggered so as to maximise production or to meet the requirements of the work to be undertaken.



4.3 Shift Work

(1) *Definitions*

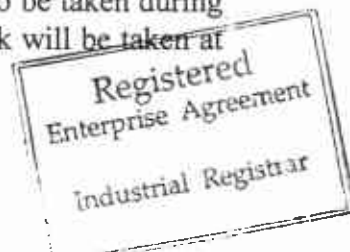
- A "*rostered shift*" shall mean a shift of which the employee has had at least 48 hours notice.
- An "*afternoon shift*" is a rostered shift which finishes after 6.00pm and at or before midnight.
- A "*night shift*" is a rostered shift which finishes subsequent to midnight and at or before 8.00am.

(2) *Hours of Work*

- (a) The ordinary hours of work for shift workers shall be in accordance with rosters agreed between the employer and employees or the Branch Secretary of the Union.
- (b) The ordinary hours of work for shift workers shall average 38 each week and may operate on a basis where this is achieved over the roster cycle.
- (c) Notwithstanding anything contained elsewhere in this clause, an employer and the employees or Union may enter into arrangements for all types of work or work scheduling,
- (d) Notwithstanding the provisions of clause 4.4 (4) if a casual employee is employed to work a roster that requires more than eight hours a day (i.e for the purposes of filling a rostered shift for leave coverage or perform a shift on a temporary basis) conditions, and appropriate allowances for that rostered shift will apply. Appointment on such occasions will be by mutual agreement between local management and the Consultative Committee.

(3) *Crib-breaks*

A shift worker shall be allowed a twenty minute paid crib break to be taken during the shift at a time co-ordinated by the supervisor. Such crib-break will be taken at a time so as to not interfere with the continuity of work.



(4) *Shift Allowance*

An employee on a five day shift roster Monday to Friday whilst working on afternoon or night shifts shall be paid a shift allowance of 15% of the ordinary rate.

An employee on a continuous process regularly rostered to work ordinary hours at week-ends will be paid for ordinary hours of work on afternoon and night shifts, Monday to Friday inclusive, a shift allowance of 20% of the ordinary rate.

An employee who during a period of engagement works -

- on a night shift only, or
- remains on night shift for a period longer than 4 consecutive weeks, or
- works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of each shift cycle off night shift,

shall be paid for such engagement period or cycle a shift allowance of 30% of the ordinary rate for all time worked during ordinary hours on such night shift.

These shift allowances shall not apply to ordinary hours on Saturday or Sunday or for overtime work.

(5) *Weekend and Holiday Payments for Continuous Work*

An employee who works on a continuous process (ie where the process continues over 24 hours of each of seven days a week) shall be paid for ordinary hours worked on week-ends as follows:

- midnight Friday to midnight Saturday - one and a half times the ordinary rate.
- midnight Saturday to midnight Sunday - double the ordinary rate.
- holidays as prescribed in clause 5.1 - two and a half times the ordinary rate.

(6) *Daylight Saving*

Notwithstanding anything contained elsewhere in this Agreement, in any area where by reason of legislation of a State summer time is prescribed as being in advance of the standard time of that State the presented length of any shift:

- (a) Commencing before the time prescribed by the relevant legislation for the commencement of a summer time period, and
- (b) Commencing on or before the time prescribed by such legislation for the termination of a summer time period,

Shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant State legislation.

In this sub-clause the expressions "*standard time*" and "*summer time*" shall bear the same meaning as are prescribed by the relevant State legislation.



4.4 Overtime

- (1) Overtime is that work performed in excess of or outside the ordinary hours prescribed in sub-clause (1) of clause 4.2 and sub-clause (2) of clause 4.3 and in the case of a shift worker includes work on a shift other than a rostered shift.
- (2) When so required by the employer, an employee shall work a reasonable amount of overtime.
- (3) Assignment of overtime shall be based on specific work requirements.
- (4) *Payment for Overtime Work*
 - (a) An employee, shall be paid for all overtime worked on a Sunday at double time with a minimum of four hours work or payment therefore.
 - (b) An employee other than a continuous shift worker shall be paid for overtime worked on any day Monday to Saturday inclusive, at the rate of time and one-half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.
 - (c) An employee who works as a continuous shift worker shall be paid for all overtime at the rate of double time.
 - (d) In calculating overtime work, each day's work shall stand alone except that work extending beyond midnight shall be deemed to be work of the day on which the overtime commenced.
 - (e) Casual employees shall be paid for overtime worked on any day Monday to Friday inclusive, after eight hours ordinary time, at the rate of time and one-half for the first two hours and double time thereafter, such double time shall continue until the completion of the overtime work.
 - (f) Casual employees for overtime on a Saturday shall be paid at the rate of time and one-half for the first two hours and double time thereafter. Overtime on a Sunday shall be paid at double time for the time worked.

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(5) *Crib Time*

An employee working overtime shall be allowed a crib time to 20 minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker is required to work overtime on a Saturday or on a rostered day off the first prescribed crib time shall if occurring between 10.00am and 1.00pm be paid at ordinary rates.

An employee shall be allowed a paid meal break of 20 minutes after working more than two hours overtime extending from ordinary hours. Subsequent paid meal breaks of 20 minutes will be allowed after each additional four hours. Such meal breaks will be paid at normal overtime rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

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- (6) An employee required to work overtime for more than two hours extending from ordinary hours without being notified on the previous day or earlier of the requirement to work shall either be supplied with a meal by the employer or paid \$10.00 for the first and each subsequent meal. Meal frequencies shall be in accordance with clause 4.4 (5).

(7) *Rest Period After Overtime*

- (a) When overtime work is necessary, it shall wherever reasonably practicable be so arranged that an employee has ten consecutive hours off duty between the work of successive days.
- (b) Except as provided in provisions (c) and (d) of this sub-clause an employee who works so much overtime that the employee does not have at least ten consecutive hours off duty between the completion of ordinary time work on one day and the commencement of ordinary time work on the next day shall, subject to this sub-clause, be released after the completion of the overtime work until ten consecutive hours off duty have been taken. Any absence during ordinary time for the purpose of taking this ten hour break shall be without the loss of pay.
- (c) If on the instructions of the employer such an employee resumes or continues work without having had ten consecutive hours (or the agreed eight hours) off duty, that employee shall be paid double rates until released from duty for such period.
- (d) The provisions of provision (b) of this sub-clause shall not apply to an employee recalled to work overtime whether on one or more occasions when that employee works less than a total of three hours.

- (e) Eight hours shall be substituted for ten hours in provision (b) of this sub clause when overtime is worked by a shift worker.
- (i) By arrangement between the employees themselves
 - (ii) For the purpose of effecting the rotation of shifts
 - (iii) Who is required to replace a shift worker who does not report for duty.
- (f) By prior arrangement between management and employees eight hours may also be substituted for ten hours in provision (b) of this sub-clause for a day shift worker for the purpose of moving from day shift to cover a shift worker



(8) *Recall to Work*

- (a) Except as provided in provision (b) of this sub-clause, an employee recalled to work overtime on a Monday, Tuesday, Wednesday, Thursday or Friday after leaving the employer's premises (and not having been notified of such recall prior to so leaving) shall be paid for a minimum of four hours at overtime rates for each time the employee is so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.

An unforeseen circumstance would include but not be limited to a further breakdown of equipment after an employee has been recalled and before the employee has left the employer's premises.

- (b) Provision (a) of this sub-clause shall not apply
- (i) In cases where it is customary for an employee to return to the employer's premises for periods to perform a specific job outside the ordinary hours of the employee, or
 - (ii) Where the overtime is continuous (subject to a meal break where appropriate) with the commencement of ordinary working time.
 - (c) Where the actual time worked is less than three hours on a recall or a total of less than three hours when an employee is recalled on more than one occasion between the ordinary hours of successive days, time worked in the circumstances specified in this sub-clause shall not be regarded as a work period for the purposes of sub-clause (7) of this clause.

4.5 Travel Time

An employee required by the employer to report at a site other than the usual place of employment to commence work at the usual starting time, shall be entitled to payment of travelling time at the ordinary time rate of pay for the time reasonably spent in excess of that which the employee would normally spend in travelling between the usual place of residence and the usual place of employment.

PART 5 -- STATUTORY HOLIDAYS, LEAVE



5.1 Statutory Holidays

(1) Except as provided in sub-clause (2) of this clause, an employee other than a casual employee shall be entitled to a holiday without deduction of pay on any day proclaimed as a public holiday by the State Government of New South Wales in the district in which the employee works for the following days:

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

Employees shall be entitled to an additional holiday each year. The additional holiday shall be designated as a picnic day and shall be taken at a time mutually agreed between the Company and the employees.

- (2) Where payment for public holidays is included in an annualised income, or in a system of averaged payments where allowance for working on public holidays is included, no additional payment for such work will be due.
- (3) Where an employee is absent from work on the working day before or the working day after a public holiday without reasonable cause (proof whereof shall lie upon the employee) the employee shall not be entitled to payment for the public holiday.
- (4) An employee, for all time worked on a public holiday will be paid at the rate of double time and a half.

An employee required to report for work on a public holiday will be paid for a minimum period of four hours.

- (5) By agreement between the employer and a majority of the employees in a plant or section of a plant and subject to statutory limitations, another day may be substituted for a public holiday.

- (6) In the event of an employee being required to work on a substituted day the employee shall be paid at the rate applicable for work on the public holiday which has been substituted.
- (7) Sub-clauses (5) and (6) shall not be construed to confer on an employee of the same employer an entitlement to a paid holiday or payment for work on that holiday on more than one occasion for each public holiday in each calendar year.



5.2 Annual Leave

- (1) An employee shall be entitled to annual leave in accordance with the Annual Holidays Act, 1944.
- (2) In addition to the leave provided in sub-clause 5.2 (1), seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and public holidays shall be allowed an additional one week of annual leave.
- (3) An employee proceeding on annual leave shall be paid addition to the wages due, a loading as follows:
- (a) Day Workers - an employee who would have worked on day work only had the leave not been taken - a loading of 17½ per cent.
- (b) Shift Workers - an employee who would have worked on shift work had the leave not been taken - a loading of 17½ per cent.

Provided that where the employee would have received shift loadings prescribed by clause 4.3 - Shift Work had the employee not been on leave during the relevant period and such loadings would have been greater than a loading of 17½ per cent, then the employee shall receive that greater shift loading and not the 17½ per cent for the period of the annual leave.

The loading prescribed by this sub-clause shall not apply to proportionate leave on termination.

5.3 Sick Leave

- (1) *Entitlement to Sick Leave* - An employee who is absent from work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- (a) The employee shall not be entitled to paid leave of absence for any period for which an entitlement to workers' compensation exists.

- (b) The employee shall, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of the employee's inability to attend for duty, and as far as practicable, state the nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence the employee shall inform the employer within 24 hours of such absence.
- (c) The employee shall prove to the satisfaction of the employer that the non-attendance was on account of illness or injury for the day or days for which sick leave is claimed.
- (d) First Year of Employment - An employee shall be entitled to sick leave of 5 days or a maximum of 40 hours at the commencement of employment. In addition, for each completed calendar month of employment after 5 months, the employee shall be entitled to sick leave at the rate of one day or a maximum of 8 ordinary hours for each calendar month of service to a total of 12 days or a maximum of 96 ordinary hours for the first 12 months.
- (e) Second and Subsequent Years of Employment - On the completion of each 12 months of service, an employee will be entitled to a further 12 days to a maximum of 96 ordinary hours of sick leave.
- (2) *Single Day Absence* - An employee who claims to be allowed paid sick leave for an absence of one day only and that employee has, on two occasions in the year, already been allowed paid sick leave for two single day absences, will have no entitlement to paid sick leave unless the absence is supported by evidence in a certificate from a duly qualified medical practitioner which states the absence is on account of personal illness or injury by accident.

Provided however that the employer may agree to accept from the employee a Statutory Declaration stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident in place of the medical practitioner's certificate.

Nothing in this sub-clause shall limit the employer's rights under sub-clause (1).

- (3) *Cumulative Sick Leave* - Sick leave shall accumulate from year to year so that any balance of the period specified in paragraphs (d) and (e) of sub-clause (1) hereof which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

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Enterprise Agreement

Industrial Registrar

Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of 12 years but for no longer from the end of the year in which it accrues.

5.4 Bereavement Leave

An employee, other than a casual employee shall on the death within Australia of a wife, husband, mother, father, mother-in-law, father-in-law, brother, sister, child or step-child, be entitled on notice to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period of not exceeding the number of hours worked by the employee in two ordinary days of work. Proof of such death shall be furnished by the employee to the satisfaction of the employer.

Provided an employee other than a casual employee, shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on the production of satisfactory evidence of death outside of Australia of an employee's husband, wife, father or mother and where such employee travels outside of Australia to attend the funeral.

For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto wife or husband.



5.5 Jury Service

- (1) An employee, other than a casual employee, who is required to attend for jury service during ordinary hours, shall notify the employer as soon as practicable of the dates on which the employee is required to attend at Court.
- (2) Subject to the employee furnishing the employer with satisfactory proof of the duration of the attendance for jury service, and the amount paid to the employee by the Court for such attendance, the employer shall pay to the employee an amount equal to the difference between the payment made to the employee by the Court and the payment the employee would have received for ordinary hours had the employee not been absent on jury service.

PART 6 -- MISCELLANEOUS PROVISIONS

6.1 Safety

It is recognised that safety is the prime responsibility of every employee of the employer.

The employer recognises an obligation to provide a safe working environment, to provide adequate safety equipment, to provide training for employees in safe operating procedures and to establish and enforce safety regulations.

- (1) *Protective Apparatus* - Where the work of an employee requires the provision of personal protective equipment the employer shall provide and the employee shall wear the equipment in such a way as to achieve the purpose for which it is supplied. Except as provided in sub-clauses (2) and (3) of this clause and provision (b) of sub-clause (4) of this clause, the equipment shall remain the property of the employer.

An employee issued with such equipment in accordance with this sub-clause shall return it in the same condition as when it was issued, fair wear and tear excepted. In the event that an employee does not do so, the employer may deduct the replacement costs of the equipment from monies due to the employee.

- (2) *Safety Footwear* - An employee, other than a casual employee, shall be entitled to an issue of two pairs of safety footwear free of charge provided on commencement of service.

The employer shall replace the issued footwear when it is returned due to fair wear and tear.

- (3) *Protective Clothing* - An employee, other than a casual employee, shall be entitled to a clothing issue free of charge. The first two sets of clothing shall be issued at the commencement of work and another set of clothing shall be due at the end of three months of continuous service.

The employer shall replace the issued clothing when it is returned unserviceable due to fair wear and tear.

An employee issued with clothing shall wear that clothing whilst at work and shall not modify it to substantially alter its appearance.

For the purpose of this sub-clause, a set of clothing shall consist of:

- A pair of overalls or,
- A pair of trousers and shirt

By agreement between an employee and the employer, another issue may be provided in place of a set of clothing.

An employee who ceases employment within three (3) months of an issue of clothing shall return that issue to the employer or pay or forfeit to the employer from monies due, the depreciated value of such protective clothing.

- (4) *Safety Spectacles*

Safety spectacles of a suitable type shall be issued to an employee and shall be worn in all areas designated by the employer as an eye protection area.



6.2 Training

Appropriate training will be provided to promote job enhancement, safety, productivity and the acquisition of new skills.

Appropriate forms of training may be the subject of discussions of the Consultative Committee.

If necessary, to suit training purposes, shift rosters shall be changed of which the employee has had at least 48 hours notice, or as agreed between the employee and employer.

6.3 Variations to the Agreement

From the operative date of this agreement, further variations to this agreement may be reached at the plant or enterprise level in accordance with the provisions of Section 125 of the Industrial Relations Act 1991.



To assist the parties, the following guidelines will be followed:-

- (1) Management and employees will review this Agreement regularly to analyse work patterns, efficiency and productivity at the workplace.
- (2) The parties will not unreasonably oppose such variations.
- (3) Variations shall be consistent with the Wage Fixing Principles of the State Wage Case of 1989 and not of a negative and cost cutting nature.

6.4 Work Place Consultation

The development of effective and open consultative practices is important in the positive implementation of this agreement.

To this end, a consultative committee consisting of representatives of the employees and employer shall be established with objectives including:

- promotion of harmonious workplace relations
- identification and elimination of problems in the workplace
- assistance in the planning and implementation of changes to work methods
- facilitation in a co-operative manner of matters pertaining to alterations to the Company's operations
- the enabling of employees to be involved in and contribute to the Company's decision making process.
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6.5 No Extra Claims

The union undertakes for the duration of this Agreement not to pursue any extra claims except where consistent with this Agreement.

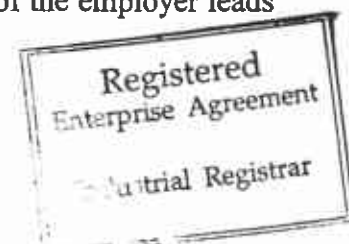


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SCHEDULE 1 -- REDUNDANCY

1. The following provisions shall apply in the event of Redundancy:-

"Redundancy" is defined as a situation where the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour, and that decision of the employer leads to the termination of employment.



2. Employer Exempted

- (1) This Schedule shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.
- (2) This Schedule shall not apply to employees engaged as casuals.

3. Transmission of Business

- (1) Where a business is transmitted from the employer (in this sub-clause called "*the transmittor*") to another employer (in this sub-clause called "*the transmittee*") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee, the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;
- (2) In this sub-clause "*business*" includes trades, process, business or occupation and includes part of any such business and "*transmission*" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "*transmitted*" has a corresponding meaning.

4. Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in Clause 1. of this Schedule, the employee shall be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing.

5. Redundancy Payment

An employee whose employment is terminated for reasons set out in Clause i of this Schedule hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Period of Continuous Service	Severance Pay	
	Under 45 years of Age	45 Years of Age or Over
1 year or less	nil	nil
1 year and more but less than 2 years	4 weeks' pay	5 weeks' pay
2 years and more but less than 3 years	7 weeks' pay	8.75 weeks' pay
3 years and more but less than 4 years	10 weeks' pay	12.5 weeks' pay
4 years and more but less than 5 years	12 weeks' pay	15 weeks' pay
5 years and more but less than 6 years	14 weeks' pay	17.5 weeks' pay
6 years and more	16 weeks' pay	20 weeks' pay

"Weeks' pay" means the ordinary time rate of pay for the employee concerned.



SCHEDULE 2 - WAGE RATES

An annual increase of 3% of the previous years base wage will apply.
For an additional 1% of the previous years base wage, commencing at the start of each Agreement year, the employees guarantee participation in the following areas:

Reduction of safety audit nonconformance instances.

Improvement in selected areas from the annual Customer Service Review i.e

Accessibility of MPA staff

Telephone etiquette and response time

Quality of communication with our customers

Presentation of MPA personnel and equipment

MPA workplace housekeeping

Maximo usage as appropriate for creation of work orders, entry of job history, materials used, labour hours and completion of work orders.

Levels of participation and targets of improvement will be set and managed by the MPA Consultative Committee.



LEVEL	CLASSIFICATION	RATE PER WEEK	
		Column 1	Column 2
	Acting Supervisor	858.61	884.37
8	Controller	775.70	
	Base Increase 3%	23.27	23.97
	Productivity Payment 1%	7.76	7.99
	Total	806.73	830.93
7	Senior Maintainer/Operator	717.75	
	Base Increase 3%	21.53	22.18
	Productivity Payment 1%	7.18	7.39
	Total	746.46	768.85
6	Maintainer/Operator	687.10	
	Base Increase 3%	20.61	21.23
	Productivity Payment 1%	6.87	7.08
	Total	714.58	736.02
6	Senior Plant Operator	687.10	
	Base Increase 3%	20.61	21.23
	Productivity Payment 1%	6.87	7.08
	Total	714.58	736.02
5	Maintennce Worker (with trade base)	666.65	
	Base Increase 3%	20.00	20.60
	Productivity Payment 1%	6.67	6.87
	Total	693.32	714.12
5	Plant Operator Grade 4	666.65	
	Base Increase 3%	20.00	20.60
	Productivity Payment 1%	6.67	6.87
	Total	693.32	714.12
4	Plant Operator Grade 3	647.35	
	Base Increase 3%	19.42	20.00
	Productivity Payment 1%	6.47	6.67
	Total	673.24	693.44
3	Plant Operator Grade 2	628.05	
	Base Increase 3%	18.84	19.41
	Productivity Payment 1%	6.28	6.47
	Total	653.17	672.77
3	Maintenance Worker (without trade base)	628.05	
	Base Increase 3%	18.84	19.41
	Productivity Payment 1%	6.28	6.47
	Total	653.17	672.77
2	Plant Operator Level 1	556.50	
	Base Increase 3%	16.70	17.20
	Productivity Payment 1%	5.57	5.73
	Total	578.77	596.12
1	Plant Assistant	511.05	
	Base Increase 3%	15.33	15.79
	Productivity Payment 1%	5.11	5.26
	Total	531.49	547.43

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Placement within the range above will depend on training, experience and skills of the employee.

The rates of pay contained in column 1 of schedule 2 take effect on and from the date of registration. Employees covered by the agreement at the date of registration will be paid in accordance with column 1 from the first pay period in April 1998 or the date of employment whichever is the later.

The wage rates in column 2 shall operate on and from the first pay period in April 1999.



SCHEDULE 3 - ALLOWANCES(1) *First Aid Allowance*

Where the employer appoints as a First Aid Attendant, an employee who is the holder of a current appropriate first aid certificate, that employee shall be paid a weekly allowance of \$9.50.

(2) *Tool Allowance*

Employees required by the employer to supply their own tools shall be paid a tool allowance of \$10.00 per week.

(3) *Industry Disability Allowance*

All employees engaged to work under the terms of this agreement will be paid a flat weekly allowance of \$40.00.

This allowance shall be recognised as full compensation for all disabilities associated with working in or about the Ash plant and associated fly-ash dump(s), including but not limited to work in ash or dust pits, work on ash dumps, work on airslides, greasing, cleaning, work in confined, hot, cold, wet or dirty areas, work at heights or isolated areas etc.

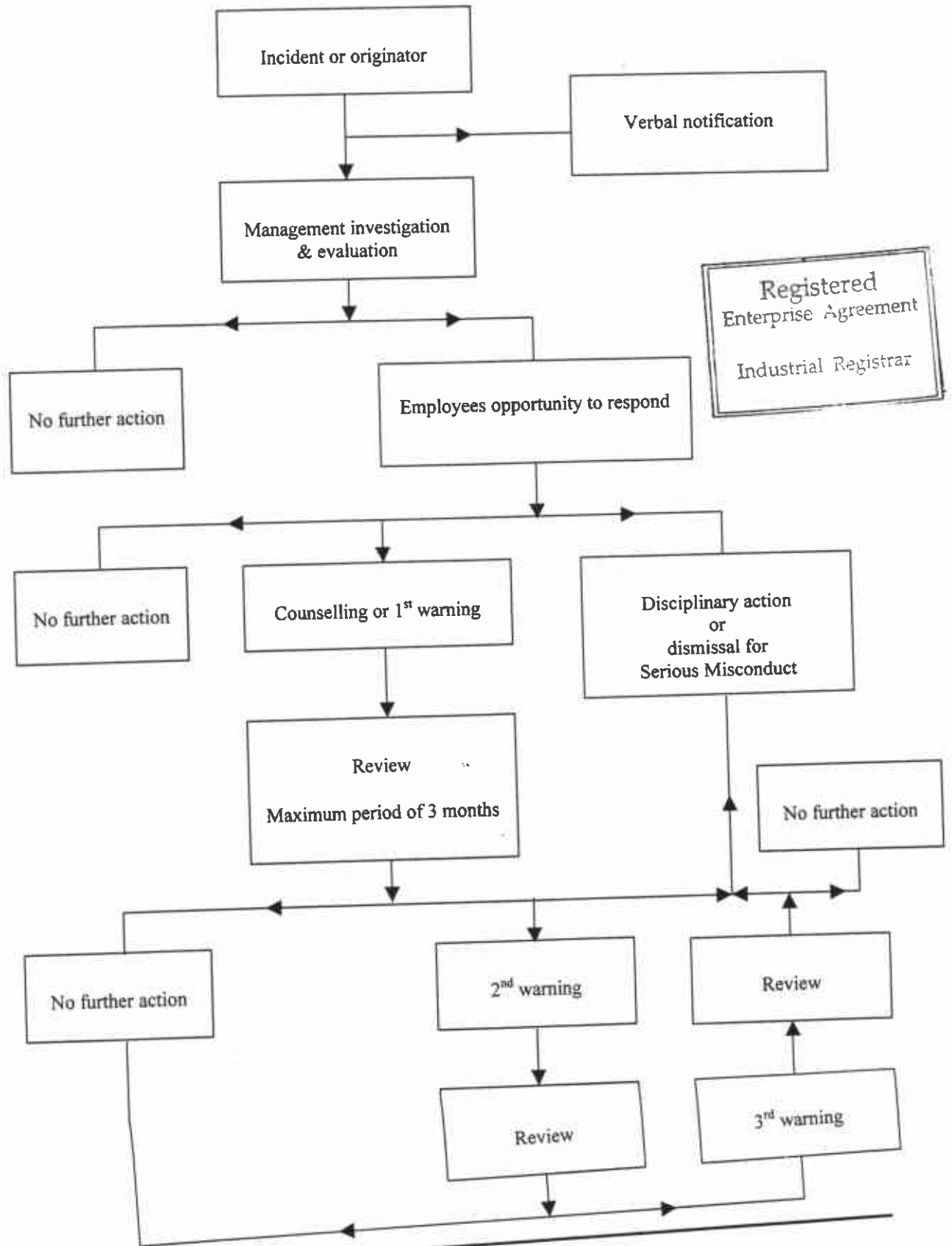
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SCHEDULE 4 – DISCIPLINARY PROCEDURE

Procedural fairness will be followed at all times and employee allowed opportunity to respond.

Employees will have a union or workplace representative in attendance at all stages of the disciplinary procedure.

Upon any action taken documentation is required and to be signed by employee, delegate/representative and management.



Signed for and on behalf of the Australian Workers' Union, Greater New South Wales Branch.

Name: RUSS COLLISON

Russ Collison

Occupation: STATE SECRETARY

Witness: WENDY S E CHEN

Wendy S E Chen

Date: 22ND JUNE, 1998



Signed for and on behalf of MPA Energy Services Pty Ltd

THE COMMON SEAL of MPA ENERGY SERVICES PTY LTD was hereunto affixed by authority of a Resolution of the Board of Directors in the presence of **PATRICK DOLBERG**, a Director and **RONALD FREDRICK SCHODEL** the Secretary.

Patrick Dolberg
Ronald Fredrick Schodel



Date: 16TH JUNE 1998.

INDUSTRIAL RELATIONS ACT 1991

*Certified Copy of Certified Agreement***MPA Energy Services Pty Ltd Certified Agreement ()**

It hereby certified that the above mentioned agreement was registered on This and the previous 32 pages are a true copy of the registered certified agreement.

Date:

Registered Enterprise Agreement Industrial Registrar
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