



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

EnergyAustralia NSW Pty Ltd T/A EnergyAustralia
(AG2019/146)

ENERGYAUSTRALIA NSW (MOUNT PIPER OPERATIONS) 2019 EMPLOYEES' ENTERPRISE AGREEMENT

Electrical power industry

COMMISSIONER BISSETT

MELBOURNE, 6 MARCH 2019

*Application for approval of the EnergyAustralia NSW (Mount Piper Operations) 2019
Employees' Enterprise Agreement.*

[1] An application has been made for approval of an enterprise agreement known as the *EnergyAustralia NSW (Mount Piper Operations) 2019 Employees' Enterprise Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by EnergyAustralia NSW Pty Ltd T/A EnergyAustralia. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[4] Subject to the Undertakings, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[5] The Australian Institute of Marine and Power Engineers, the Association of Professional Engineers, Scientists and Managers, Australia, the Community and Public Sector Union, the Australian Workers' Union, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU), Construction, Forestry, Maritime, Mining and Energy Union and the Australian Municipal, Administrative, Clerical and Services Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 13 March 2019. The nominal expiry date of the Agreement is 1 December 2022.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE502137 PR705536>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/146

Applicant:

EnergyAustralia NSW Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertakings — section 190

I, Rebecca Fraser, Head of HR - Energy & Enterprise for the EnergyAustralia group (which includes EnergyAustralia NSW Pty Ltd) give the following undertakings with respect to the *EnergyAustralia NSW (Mount Piper Operations) 2019 Employees' Enterprise Agreement (Agreement)*:

1. I have the authority given to me by EnergyAustralia to provide these undertakings in relation to the application before the Fair Work Commission.

Definition of shift worker for the purpose of the NES

2. EnergyAustralia undertakes that shift workers who satisfy the criteria in clauses 15.2(b) and 15.3 of the Agreement are shift workers for the purposes of the NES.

Occupational Health Nurses

3. EnergyAustralia undertakes that a person who is engaged primarily to perform the role of an Occupational Health Nurse will be a Professional Officer for the purposes of the Agreement and accordingly paid at a minimum of SP16.

Apprentice rates of pay

4. EnergyAustralia undertakes that the minimum salary point at which Apprentices are paid under the Agreement will increase by two points for each completed year of service.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

28 February 2019

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.



EnergyAustralia

LIGHT THE WAY

EnergyAustralia NSW (Mount Piper Operations) 2019 Employees' Enterprise Agreement

TABLE OF CONTENTS

1.	PARTIES TO THE ENTERPRISE AGREEMENT	1
2.	INTENT, SCOPE, COMMITMENT, DEFINITIONS AND DURATION	1
3.	CONSULTATION	3
4.	WAGES AND ALLOWANCES	6
5.	TERMS OF EMPLOYMENT	11
6.	TYPES OF EMPLOYMENT	16
7.	HOURS OF WORK	20
8.	CALCULATION OF SERVICE	22
9.	JOB EVALUATION PANEL.....	22
10.	SHIFT WORK.....	23
11.	OVERTIME.....	29
12.	MEAL ALLOWANCES AND MEAL BREAKS	32
13.	HIGHER-GRADE WORK AND PAY	33
14.	CLOTHING AND TOOLS	34
15.	ANNUAL LEAVE	34
16.	LONG SERVICE LEAVE.....	36
17.	PERSONAL/CARER'S LEAVE AND ACCIDENT PAY	38
18.	COMPASSIONATE LEAVE	43
19.	PARENTAL LEAVE.....	44
20.	FAMILY AND DOMESTIC VIOLENCE LEAVE.....	47
21.	UNPAID LEAVE	48
22.	PUBLIC HOLIDAYS AND PICNIC DAY	48
23.	STANDBY ALLOWANCE.....	49
24.	TRAVELLING TIME AND FARES.....	50
25.	WORKING AWAY FROM MT PIPER AND ASSOCIATED EQUIPMENT AREAS.....	51
26.	LOCAL WORKPLACE FLEXIBILITY	52
27.	WORKING FROM HOME	54
28.	TRANSITION TO RETIREMENT	54
29.	GRIEVANCE AND DISPUTES PROCEDURES.....	55
30.	REDUNDANCY	56
31.	ANTI-DISCRIMINATION	59
32.	MISCELLANEOUS	59
33.	UNION ARRANGEMENTS AND DELEGATES' RIGHTS AND RESPONSIBILITIES.....	60
	APPENDIX 1.....	63
	APPENDIX 2.....	64
	APPENDIX 3.....	65
	APPENDIX 4.....	74
	APPENDIX 5.....	93
	APPENDIX 6.....	108

1. PARTIES TO THE ENTERPRISE AGREEMENT

- 1.1. **Title** - This Enterprise Agreement will be known as the EnergyAustralia NSW (Mount Piper Operations) 2019 Employees' Enterprise Agreement.
- 1.2. **This Agreement covers and applies to**
- 1.2.1. EnergyAustralia NSW Pty Ltd ACN 75 163 935 635 and/or any successor(s) (Company) at the Mt Piper power station at 350 Boulder Rd, Portland NSW 2847; and
- 1.2.2. The following unions (collectively the Unions), subject to Fair Work Commission approval in accordance with s183 of the FW Act 2009:
- The NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Branch of the Australian Services Union (US Branch of the ASU)
 - Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia. Electrical Trades Union of Australia, New South Wales Branch
 - Association of Professional Engineers, Scientists and Managers, Australia
 - CFMEU Northern Mining and NSW Energy District
 - CPSU, the Community and Public-Sector Union (SPSF Group) NSW Branch
 - Australian Institute of Marine and Power Engineers
 - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
 - Australian Workers Union, New South Wales
- 1.2.3. EnergyAustralia NSW Pty Ltd employees who are employed to work in the classifications in Clause 5.1.
- 1.3. This Agreement operates to the exclusion of all other industrial instruments, which would otherwise apply to the employees including the EnergyAustralia NSW (Mount Piper and Wallerawang Operations) 2015 Employees' Enterprise Agreement. It supplements the National Employment Standards ('NES') and contains terms that are ancillary and/or incidental to the NES. To the extent that a term of this Agreement is inconsistent with section 55 of the FW Act 2009, the term will be read and interpreted so that it is consistent with section 55 of the FW Act 2009. EnergyAustralia will only employ persons covered by this Agreement in accordance with its terms and conditions.

2. INTENT, SCOPE, COMMITMENT, DEFINITIONS AND DURATION

- 2.1. **Intent and Scope** - This Enterprise Agreement is based on the understanding that EnergyAustralia NSW and its employees have an obligation to serve the wider EnergyAustralia Group providing electricity at the lowest possible cost. As part of its obligations, EnergyAustralia NSW is committed to the continued development of its skilled workforce to provide an effective service.
- 2.2. This Enterprise Agreement replaces the provisions of the EnergyAustralia NSW (Mount Piper and Wallerawang Operations) 2015 Employees' Enterprise Agreement. The parties acknowledge that this Agreement is comprehensive and that arrangements previously entered into but not otherwise covered in this Agreement will not apply.

2.3. **Whom does it apply to** - It applies to the employees described in Clause 1.2 but, for the avoidance of doubt, does not apply to Senior Leaders of EnergyAustralia NSW, specifically the Head of Mt Piper, Operations Leader, Asset Leader, Support Services Leader; Maintenance Leader; People Leader; External Plant Leader; Unit Plant Leader; Electrical & Controls Leader; Reliability & Planning Leader; and Operations Support Leader, or their equivalent if these roles are renamed in future. EnergyAustralia NSW will not seek changes to the scope of the Agreement either to this clause or indirectly by approaching employees during the life of this Agreement to enter into individual contracts.

2.4. **Duration** - This Agreement will commence operation on 1 December 2018, the nominal expiry date is 1 December 2022.

The parties will commence negotiations on for a replacement Enterprise Agreement no later than 6 months prior to the expiry of this Agreement.

2.5. **Commitment** - The people of EnergyAustralia NSW are committed to:

2.5.1. Working together towards achieving EnergyAustralia's Values of:

- a) Our customers are our priority. We have no business without them. We operate in highly competitive markets. We need to earn the loyalty of our customers and show we are the right choice for potential customers considering their options.
- b) Do the right thing. We will build a long term, sustainable future for this business based on the expectation that every employee, at every level of the organisation, acts with integrity and respect for our stakeholders including our customers, our shareholder, the communities in which we operate and our colleagues. These principles are enshrined in our Code of Conduct and we will hold each other to a high standard.
- c) Lead change. Our sector is facing challenges that demand new solutions. We can either lead change or become one of its casualties. We need to be bold and claim change as an opportunity rather than something to be "managed".

2.6. **No Extra Claims** - The Parties undertake that for the period of this Enterprise Agreement they will not pursue any extra claims for any matters that are contained in this Enterprise Agreement.

2.7. **Definitions**

2.7.1. **National Employment Standards** - Any reference to NES in this Agreement shall be taken to refer to the National Employment Standards under the Fair Work Act 2009 (Cth) (FW Act) as amended from time to time.

2.7.2. **Immediate Family** - Any reference to 'immediate family or household' in this Agreement means:

- spouse or former spouse
- de facto partner or former de facto partner
- child
- parent
- grandparent
- grandchild

- sibling, or
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (eg. step-parents and step-children) as well as adoptive relations.

A household member is any person who lives with the employee.

3. CONSULTATION

- 3.1. The parties to the Enterprise Agreement have initiated and will continue to convene a number of consultative meetings on a regular basis to discuss matters which impact the electricity industry, EnergyAustralia NSW, employee related matters and significant initiatives being considered and proposed by EnergyAustralia NSW.

This includes the meetings held between the EnergyAustralia Mt Piper Leadership Team, Unions NSW and Electricity Industry Union Officials and Delegates (Tier 1 Meetings), Business Unit meetings between Management Representatives, Union Delegates and Employee Representatives (Tier 2 Meetings) and other site based consultative arrangements.

- 3.2. **Contractor Entry Procedure** - The parties to the Enterprise Agreement remain committed to a four (4) part process of consultation in relation to the use of contractors through a Contractor Entry Procedure.

- 3.3. **Introduction of Change** – This clause applies if:

- If EnergyAustralia NSW is giving serious consideration to the introduction of a change to production, program, organisation, structure, or technology in relation to its enterprise; and
- prior to a definite decision to implement; and
- the change is likely to have a significant effect on employees of the enterprise

- 3.3.1. EnergyAustralia NSW must notify the relevant employees and their Union/s of the decision to introduce the change.

- 3.3.2. The relevant employees may appoint a representative for the purposes of the procedures in this term. If:

- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- the employee or employees advise the employer of the identity of the representative;

- 3.3.3. EnergyAustralia NSW must recognise the representative.

- 3.3.4. As soon as practicable after making its decision, EnergyAustralia NSW must:

- discuss with the relevant employees and their Union/s:
 - the introduction of the change; and
 - the effect the change is likely to have on the employees; and

- iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion provide, in writing, to the relevant employees and their Union/s:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 3.3.5. EnergyAustralia NSW must give prompt and genuine consideration to matters raised about the change by the relevant employees and their Union/s.
- 3.3.6. In this term, a change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) change to the composition, operation or size of EnergyAustralia NSW's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.
- 3.3.7. In this term, 'relevant employees' mean the employees or groups of employees who may be affected by the change.

3.4. Change to regular roster or ordinary hours of work

If the EnergyAustralia NSW proposes to introduce a change to the regular roster or ordinary hours of work of employees.

- 3.4.1. the employer must notify the relevant employees of the proposed change; and
- 3.4.2. subclauses (a) to (e) apply.
 - a) The relevant employees may appoint a representative for the purposes of the procedures in this term.
 - b) If:
 - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative;
 - iii. the employer must recognise the representative.
 - c) As soon as practicable after proposing to introduce the change, the employer must:
 - i. discuss with the relevant employees the introduction of the change; and
 - ii. for the purposes of the discussion—provide to the relevant employees:

- iii. all relevant information about the change, including the nature of the change; and
 - iv. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - v. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - vi. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- d) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
 - e) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

In this term 'relevant employees' means the employees who may be affected by a change referred to in Clause (3.3).

4. WAGES AND ALLOWANCES

- 4.1. **Wage Increase** - The ordinary weekly wages and the operative date for the classifications covered by this Enterprise Agreement based on a 35-hour week are:

SP	1/12/2018	1/12/2019	1/12/2020	1/12/2021
1	\$606.89	\$622.06	\$637.62	\$653.56
2	\$703.48	\$721.06	\$739.09	\$757.57
3	\$799.40	\$819.38	\$839.87	\$860.86
4	\$896.26	\$918.67	\$941.63	\$965.17
5	\$944.03	\$967.63	\$991.82	\$1,016.61
6	\$991.91	\$1,016.71	\$1,042.13	\$1,068.18
7	\$1037.44	\$1,063.38	\$1,089.96	\$1,117.21
8	\$1,085.46	\$1,112.60	\$1,140.42	\$1,168.93
9	\$1,134.70	\$1,163.06	\$1,192.14	\$1,221.94
10	\$1,186.17	\$1,215.83	\$1,246.22	\$1,277.38
11	\$1,241.89	\$1,272.94	\$1,304.76	\$1,337.38
12	\$1,301.86	\$1,334.41	\$1,367.77	\$1,401.96
13	\$1,362.77	\$1,396.84	\$1,431.76	\$1,467.55
14	\$1,426.33	\$1,461.99	\$1,498.54	\$1,536.00
15	\$1,493.47	\$1,530.80	\$1,569.07	\$1,608.30
16	\$1,564.18	\$1,603.29	\$1,643.37	\$1,684.45
17	\$1,618.04	\$1,658.50	\$1,699.96	\$1,742.46
18	\$1,674.45	\$1,716.31	\$1,759.22	\$1,803.20
19	\$1,732.68	\$1,776.00	\$1,820.40	\$1,865.91
20	\$1,792.26	\$1,837.07	\$1,883.00	\$1,930.07
21	\$1,855.02	\$1,901.40	\$1,948.94	\$1,997.66
22	\$1,919.36	\$1,967.35	\$2,016.53	\$2,066.94
23	\$1,985.45	\$2,035.08	\$2,085.96	\$2,138.11
24	\$2,054.68	\$2,106.05	\$2,158.70	\$2,212.67
25	\$2,125.42	\$2,178.55	\$2,233.02	\$2,288.84
26	\$2,198.93	\$2,253.91	\$2,310.25	\$2,368.01
27	\$2,275.49	\$2,332.38	\$2,390.69	\$2,450.45
28	\$2,355.09	\$2,413.97	\$2,474.32	\$2,536.18
29	\$2,436.29	\$2,497.20	\$2,559.63	\$2,623.62
30	\$2,520.66	\$2,583.68	\$2,648.27	\$2,714.47
31	\$2,607.33	\$2,672.52	\$2,739.33	\$2,807.81
32	\$2,697.82	\$2,765.27	\$2,834.40	\$2,905.26
33	\$2,791.75	\$2,861.55	\$2,933.08	\$3,006.41
34	\$2,888.21	\$2,960.42	\$3,034.43	\$3,110.29
35	\$2,988.91	\$3,063.63	\$3,140.22	\$3,218.73
36	\$3,092.66	\$3,169.98	\$3,249.23	\$3,330.46
37	\$3,200.01	\$3,280.01	\$3,362.01	\$3,446.06
38	\$3,309.47	\$3,392.21	\$3,477.01	\$3,563.94
39	\$3,425.05	\$3,510.67	\$3,598.44	\$3,688.40
40	\$3,544.04	\$3,632.64	\$3,723.46	\$3,816.54

These rates include provision for incorporation of the annual leave special payment into base rates of pay.

4.2. **Performance Based Salary Review** - On at least an annual basis, the team leader and the employee will review the current salary point and subject to the Performance Based Salary Review process, determine whether a salary point progression or performance payment is appropriate. Any written application for salary progression submitted by the employee in accordance with the Performance-based review process will be acknowledged within 2 weeks and determined within 6 weeks of that application being made. Payment will apply from the first full pay period on or after the determination date.

4.3. **Minimum Salary** - The minimum salary levels for the generic classifications are:

•	Apprentice	SP2
•	Administrative Officer	SP4
•	Engineering Officer	SP16
•	Professional Officer	SP16
•	Operator	SP15
•	Production Officer	SP11
•	Tradesperson	SP13
•	Power worker	SP9

4.4. **Location and other Allowances** - The following allowances are payable to employees:

4.4.1. Location Allowances:

Locations Allowance 1:

This allowance is for employees who work in both an office environment and spend a reasonable part of their duties in the workshop or plant. This includes Engineering Officers (excluding Technicians), Professional Officers, Operators GO2s and Administrative Officers working within the Materials Support Team.

The allowance shall be as set out in Item 1 of Appendix 1.

Locations Allowance 2:

This allowance is for employees whose duties are primarily of an administrative or office-based nature. This includes Administrative Officers not employed as part of the Materials Support Team, and Professional Officers.

The allowance shall be as set out in Item 2 of Appendix 1.

Locations Allowance 3:

This allowance is for employees whose duties are exclusively based in the plant or workshop. This includes Technicians (Engineering Officers), Power workers, Production Officers, Tradespersons, Apprentices, and Maintenance Team Leaders and Operator GO1s.

The allowance shall be as set out in Item 3 of Appendix 1.

- a) Employees must continue to be paid the allowance while on long service leave, annual leave, paid personal/carer's leave or accident leave.
- b) The allowance must also be taken into account when calculating penalty rates for overtime except for time worked on a public holiday, during what would have been the employee's ordinary hours if the day were not a public holiday. The allowance is not taken into account when calculating payments for travelling time or for the purpose of calculating penalty additions for ordinary shifts worked on public holidays by shift workers.
- c) Payment of location allowance is made instead of all allowances or extra rates for or relating to disability and motor vehicle allowances, whether of a like nature or otherwise, under which the work now is performed or is likely to be performed in the future. For the avoidance of doubt, these allowances are listed in Appendix 2.

4.5. High Voltage Allowances

- 4.5.1. An employee who is competent and certified under EnergyAustralia NSW's Access to Apparatus Rules to hold and/or work under a high-voltage permit to work.

The allowance shall be set out in Item 4 of Appendix 1.

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

- 4.6. **Work With Sewerage and Contaminated Pits and Pipes** - When working with sewerage and contaminated pits and pipes: Single time in addition to normal time will be paid.
- 4.7. **Salary Sacrifice Arrangements** - An employee may authorise a deduction from their gross wage towards a motor vehicle (through a novated lease), and superannuation through arrangements put in place by EnergyAustralia NSW.
- Salary sacrifice arrangements shall be in accordance with Australian Taxation Office and any other applicable determinations, guidelines, rules, laws and regulations.
 - The total amount salary sacrificed shall not exceed 50% of an employee's superannuable salary. Should the 50% be exceeded, discretionary deductions (as opposed to compulsory deductions) will be reduced in the first instance.
- 4.8. **Payroll Deduction of Union Membership Fees** - The Company shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
- a) The employee has authorised the Company to make such deductions in accordance with Clause 4.8.1;
 - b) The Union shall advise the employer of the amount to be deducted for each pay period applying at the Company's workplace and any changes to that amount.

- c) Deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee: and
 - d) There shall be no requirement to make deductions for casual employees with less than two (2) months' service (continuous or otherwise).
- 4.8.1. The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including a variation in that fee effected in accordance with the Union's rules) that the Union advises the Company to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the Company without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
 - 4.8.2. Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the Company's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employee's membership accounts.
 - 4.8.3. Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this Clause taking effect, nothing in this Clause shall be read as requiring the employee to make a fresh authorisation, in order for such deductions to commence or continue.
 - 4.8.4. The Union shall advise the Company of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the Company a minimum of two months' notice of any such change.
 - 4.8.5. An employee may at any time revoke in writing an authorisation to the Company to make payroll deductions of Union membership fees.
 - 4.8.6. Where an employee who is a member of the Union and who has authorised the Company to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.
- 4.9. **Payment of Salaries** - To reduce fluctuations in weekly pay resulting from roster arrangements, pay will be averaged over the roster cycle. Employees shall be paid fortnightly by electronic funds transfer. Overtime, higher duties, penalties and allowances will be paid within the fortnight in which they become an entitlement, provided it has been applied for and approved in the payroll system within necessary time limits.
 - 4.9.1. EnergyAustralia NSW may deduct from an employee's pay contributions or payments for approved purposes only if the employee gives EnergyAustralia NSW written authority.
 - 4.10. **Superannuation** - All employees covered by this Enterprise Agreement receive an additional 2% employer superannuation contribution.

This is in addition to the superannuation guarantee charge established by the Australian government under the Superannuation Guarantee (Administration) Act 1992.

Should the Australian government under the Superannuation Guarantee (Administration) Act 1992, or any other legislation providing for the rate of employer superannuation contributions, increase the rate above the current superannuation guarantee charge, EnergyAustralia NSW will maintain contributions at 2% above such new rate.

- a) Employees are able to nominate their preferred super fund, provided it is a complying fund.
- b) The additional superannuation contributions under Clause 4.10 a) of this clause will be paid by EnergyAustralia NSW to each employee's superannuation account as follows:
 - i. For employees who are members of an accumulation fund, to that fund;
 - ii. For employees in a defined-benefit fund who are making additional superannuation contributions to their preferred super fund, to their account in that fund.

4.11. Salary Sacrifice to Superannuation - Notwithstanding the salaries prescribed by Clause 4.1, an employee may elect, by agreement with EnergyAustralia NSW, to sacrifice a portion of the salary payable under the said Clause 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. Subject to Clause 4.7 the amount sacrificed must not exceed 50% of the salary payable under Clause 4.1 or 50% of the applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

4.11.1. Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- b) any allowance, penalty rate, payment for unused entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which the employee is entitled under this Enterprise Agreement, 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 the said Clause 4.1 in the absence of any salary sacrifice to superannuation made under this Enterprise Agreement.

4.11.2. The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions paid into the superannuation scheme established under the First State Superannuation Act 1992 as additional employer contributions.

- a) Where the employee elects to salary sacrifice in terms of Clause 4.11.2 EnergyAustralia NSW will pay the sacrificed amount into the fund.

4.11.3. 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

EnergyAustralia NSW must ensure that the amount of any additional employer superannuation contributions specified in Clause 4.11 is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

4.12 **Professional Memberships** - Employees who have completed their probation period are entitled to reimbursement for one professional membership or registration fee per annum, subject to demonstrating that the membership or registration is relevant to the employee's current role.

Any additional professional membership or registration fee must be approved by the Business Unit Group Executive Manager.

5. TERMS OF EMPLOYMENT

5.1. **Working Up to Skill Level** - 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 Skills Development plans.
 - Administrative Officer (Position Description)
 - Engineering Officer (Position Description)
 - Professional Officer (Position Description)
 - Operator (Regional Operator Model)
 - Powerworker (Maintenance Employee Model)
 - Tradesperson (Maintenance Employee Model)
 - Apprentices

5.2 **Progression through Grade and Salary Points** - On at least an annual basis, each employee will review their skills and competency progression. If an application is made to progress a Salary Point, the manager will be required to acknowledge the application within 2 weeks, and within 6 weeks of application, have determined whether the application for progression is to be accepted. An employee will be advised about the reason any application is declined and a development plan agreed with the manager.

Where there has been an unnecessary delay, and the parties agree, payment will be considered from the 6 weeks of application.

5.3. **Appendices to Agreement** - The terms of the following Appendices shall form part of this Enterprise Agreement. The provisions of the following Appendices shall apply where there is inconsistency with this Enterprise Agreement.

- (a) Mt Piper Operator Model Agreement
This agreement shall be as set out in Appendix 3.
- (b) Maintenance Employee Model
This Agreement shall be as set out in Appendix 4.
- (c) Managing Impairment at Work Methodology
This Agreement shall be as set out in Appendix 5.
- (d) Mount Piper Local Workplace Flexibility Process – Total Salary Package
This Agreement shall be as set out in Appendix 6.

5.4. Mount Piper Production Officers - The following provisions apply to Production Officers at Mount Piper Power Station

- 5.4.1. A Production Officer's salary spans the range from salary point 11 to salary point 30 inclusive of Clause 4.1.
- 5.4.2. Each Production Officer's base salary is determined by adding the salary point values of the accredited hard skills modules possessed as detailed in Clause 5.4.3 of this clause, to the starting point of salary point 11, up to a maximum of salary point 28.
- 5.4.3. The available hard skill modules and corresponding salary point values are:

Module	Salary Point Value
Trade Qualifications	2
Production Officer Induction	1
Emergency Skills	1
Maintenance Skills 1	1
Maintenance Skills 2	1
Foundation A	1
Foundation B	1
Station Plant	2
Boiler Plant	2
Turbine Plant	2
Advanced Certificate	1
Associate Diploma	1
Business Process Skills 1	1
Business Process Skills 2	1

Module	Salary Point Value
Business Process Skills 3	1

*Completion of an approved Associate Diploma leads to automatic accreditation for the Advanced Certificate salary point.

- 5.4.4. For each Production Officer, the program for the completion of hard skills modules listed in Clause 5.4.3 shall be determined by an individual Skills Development Plan prepared and agreed by management and the officer concerned. This plan must take account of any prerequisites required for particular modules.
- 5.4.5. For Production Officers with a base salary of salary point 16 or above, a further two salary point increments are available. These increments are determined by an assessment of work performance. Performance increments are set in relation to the officer's base salary at the time of the review. Any change to this base salary shall require a further review of performance at an appropriate time.
- 5.4.6. The Production Officer Development Committee, consisting of Production Officer representatives of each team, and management representatives, shall continue to meet. The aim of this committee is to co-ordinate the ongoing development of the Production Officer structure, e.g. hard skills modules and performance reviews, and to recommend any amendments to the Manager/Mount Piper and Unions for consideration.

5.5. Overtime and Shift Work - For the purpose of meeting the needs of the industry, EnergyAustralia NSW 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.

Three months' notice will be given to employees required to change on a long-term basis from one system of working to another where this will cause a reduction in income, provided that the employees have been working in the first system for a minimum period of 12 months.

Arrangements for staff to meet these working requirements will be made in a consultative manner taking into account the needs of the business.

5.6. Termination of Service

5.6.1. Employees' service may be terminated by:

- a) resignation, i.e. voluntarily leaving the service of EnergyAustralia NSW
- b) retirement on account of ill health, which makes employees unable now and in the future to perform the duties of their appointed grade.
 - i. The process for retirement due to ill health is:

- A. Either the employee or EnergyAustralia NSW can initiate an application for retirement due to ill health. In either case medical evidence will be presented to the other party which states that the employee is now and in the future unable to perform the duties of their appointed grade. Other medical evidence may be sought by the other party at their cost.

At this stage the parties may agree that retirement due to ill health is appropriate and proceed on this basis.

B.

- i. If either party disputes the other's medical evidence, an assessment may be sought from a medical practitioner/s. EnergyAustralia NSW will pay the costs of such medical assessments including reasonable and agreed in advance medical assessments requested by the employee where the employee has disputed EnergyAustralia NSW medical evidence and the further medical evidence finds that the employee should not be retired on account of ill health.
 - ii. The selection of a medical specialist will be from the Workers Compensation Commission approved list of medical practitioner/s. The selection is to be by agreement where possible, but, should no agreement be reached within two weeks of notification of the intention to dispute the initial medical evidence, then the party initiating such dispute may select the practitioner from the Workers Compensation Commission approved list.
 - iii. EnergyAustralia NSW will prepare an advice for the independent medical specialist, together with either a copy of the position description for the employee, or a list of duties that reflect what the employee could reasonably be required to do consistent with their classification, skills and remuneration level. A draft of this advice will be provided to the employee and appropriate Union for comment. If the medical specialist elects to inspect the work performed, the employee, EnergyAustralia NSW representative/s and appropriate Union official may also attend the inspection.
 - iv. If EnergyAustralia NSW initiates this stage of the process, the employee will be paid up to six weeks special leave with pay, from the date of notification by EnergyAustralia NSW of its intention to dispute the initial medical evidence. The parties to the employee's retirement ill health process will review the payment of special leave with pay at the end of this six week period.
 - v. If retirement due to ill health is not approved at this stage and a workplace/functional assessment is required, the cost will be met by EnergyAustralia NSW.
- ii. Any medical restrictions placed on the employee from a medical assessment must be reviewed. In accordance with obligations associated with reasonable accommodation.

- iii. It is noted that workers compensation and potential workers compensation injuries impose statutory obligations on the parties.
- iv. At all stages of the process, steps will be taken to ensure the privacy of the employee's medical details in accordance with the relevant legislation.

c) Dismissal by EnergyAustralia NSW

d) Mechanisation or technological changes in the industry.

If EnergyAustralia NSW 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.

5.7. **Abandonment of Employment** - 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 EnergyAustralia NSW as satisfactory, shall be deemed to have resigned.

5.8. **Period of Notice** - Employees must give EnergyAustralia NSW at least one month's notice of their intention to resign, unless their terms of employment provides for a different period. EnergyAustralia NSW may waive the requirement for employees to work this period of notice.

5.9. In all other cases of termination, except dismissal, EnergyAustralia NSW must give the employee at least one month's notice, or make payment of one month's salary in lieu of notice, unless their terms of employment provides for a different period. An employee who is 45 years of age or older and has at least 2 years' continuous service will be entitled to an additional week's notice or payment in lieu.

5.10. This does not affect the right of EnergyAustralia NSW to dismiss employees without notice where the employee has engaged in serious misconduct. 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.

5.11. **Discipline** - Where an employee is guilty of misconduct or of contravening any rule or direction of EnergyAustralia NSW, the employee may be:

- a) dismissed or suspended;
- b) reduced in rank, position or pay.

Every employee so dealt with must be notified in writing of the nature of the misconduct or of the breach of the rule or direction alleged to have been committed.

5.12. **Work in Lower Grade** - Employees must:

- a) carry out lower-graded work that is temporarily required as directed; and
- b) be paid not less than their current salary point.

6. TYPES OF EMPLOYMENT

6.1. Employees may only be employed in one of the following categories:

- Full time;
- Part time; or
- Casual; or
- Fixed term

At the time of engagement an employer will inform each employee in writing of the terms of their engagement, and whether they are to be full time, part time, casual or fixed term.

6.2. **Employment Security** - The Parties are committed to the long-term viability of the business which, in turn, maximises job security for its permanent Employees, this will be done via the following:

- a) Any reduction in the number of Employee positions will be achieved through either redundancy or natural attrition. Natural attrition shall mean planned retirement by the Employee, voluntary resignation by the Employee, Employee promotion or voluntary redeployment of the Employee.
- b) Contractors and labour hire companies may be used for the performance of work on the Power Station and associated infrastructure from time to time to meet workloads provided that the job security of Employees is not affected.
- c) Whilst this Agreement remains in operation EnergyAustralia NSW will not retrench, make redundant, or otherwise terminate the employment of an Employee covered by this Agreement to replace such Employee(s) with a contractor.
- d) EnergyAustralia NSW will require all contractors and sub-contractors to:
 - Observe all site safety and other requirements.
 - Have all relevant permits, licences or certificates.
 - Observe all legislation, statutory requirements or other legal instruments applicable to them.
 - Where practicable have relevant terms and conditions of a current Enterprise Agreement that provides the appropriate scope to be applied to their Employees, registered with the Fair Work Commission.

6.3. **Full Time Employment** - A full time employee is one who works an average of 35 hours per week. Hours of work will be arranged according to Clause 7 of this Agreement.

6.4. **Part Time Employment** - A part time employee is a person (other than a casual) who works a constant number of hours, which are less ordinary hours than those worked by a full time employee performing the duties of the same full time classification and grade.

6.4.1. The minimum daily number of hours to be worked by a part-time employee shall not be less than four hours and the minimum weekly number of hours

to be worked shall not be less than 14. However, an employee returning from an approved period of parental leave may work less than 14 hours per week by agreement.

- 6.4.2. The daily and weekly hours of work for a part time employee shall be agreed between EnergyAustralia NSW and the employee prior to the employee being engaged on a part time basis. These agreed hours may only be varied by agreement between the employee and EnergyAustralia NSW.
- 6.4.3. A part time employee shall be paid at the hourly rate for their classification.
- 6.4.4. A part time employee who performs work in excess of the agreed hours or outside the span of ordinary hours shall be paid overtime in accordance with Clause 11.
- 6.4.5. Entitlements that are contained in the Enterprise Agreement for full time employees are provided to part time employees on a pro-rata basis, including for the purpose of calculation of service in case of termination, retrenchment or redundancy.
- 6.5. **Casual Employment** - Casual employment is not intended to replace the permanent workforce but may be used to supplement the permanent workforce to meet short term, intermittent or irregular work requirements or for periods of peak demand such as outages.
 - 6.5.1. Consultation – EnergyAustralia NSW will consult with the relevant Union/s where it proposes to engage casuals in field locations.
 - 6.5.2. The obligation to consult in Clause 6.5.1 shall not apply in circumstances where there is a need to engage casuals in situations to meet an immediate and unforeseen need. In such cases, the relevant Union/s shall be advised at the earliest opportunity.
 - 6.5.3. General terms
 - a) A casual employee is an employee engaged and paid as such.
 - b) A casual employee must be engaged for a minimum of:
 - i. four (4) hours in the classifications of Administrative Officer and Professional Officer;
 - ii. seven (7) hours in the classifications of Engineering Officer, Power worker or Tradesperson;
 - iii. one (1) shift in the classification of Operator.
 - 6.5.4. For each hour worked, a casual employee will be paid no less than 1/35th of the salary point for the relevant classification, plus a casual loading of 25% and applicable allowances.
 - 6.5.5. The casual loading is paid in lieu of annual leave, personal leave, public holidays not worked, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
 - 6.5.6. A casual employee is entitled to penalty rates applicable to rostered shifts worked by the employee based on the ordinary rate of pay. Such penalty

rates shall be calculated on 1/35th of the salary point for the relevant classification, for each hour worked.

- 6.5.7. A casual employee is paid overtime rates under Clause 11 if the employee is required to work more than seven hours per day in the classifications of an Administrative Officer, Professional Officer, Engineering Officer, Power worker or Tradesperson; or more than the span of one (1) shift in the classification of Operator. A casual employee is paid overtime rates outside the span of hours under Clause 11 save that a casual employee is not entitled to the casual loading for time worked and paid as overtime.
- 6.5.8. EnergyAustralia NSW will inform the casual employee in writing that the employee is to be engaged on a casual basis, the classification level and rate of pay.
- 6.5.9. EnergyAustralia NSW must not fail to re-engage a casual employee because the employee accessed entitlements to unpaid carer's leave or compassionate leave. The rights of EnergyAustralia NSW to engage or not to engage a casual employee are otherwise not affected.

6.6. **Casual Employees Elect To Become Permanent Employees** - The objective of this clause is for EnergyAustralia NSW to take all reasonable steps to provide its employees with secure employment by maximizing the number of permanent positions in EnergyAustralia NSW's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- 6.6.1. A casual employee engaged by EnergyAustralia NSW on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- 6.6.2. EnergyAustralia NSW shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if EnergyAustralia NSW fails to comply with this notice requirement.
- 6.6.3. Any casual employee who has a right to elect under Clause 6.6.1., upon receiving notice under Clause 6.6.2. or after the expiry of the time for giving such notice, may give four weeks' notice in writing to EnergyAustralia NSW that he or she seeks to elect to convert his or her ongoing contract of employment to full time or part time employment, and within four weeks of receiving such notice from the employee, EnergyAustralia NSW shall consent to or refuse the election, but shall not unreasonably so refuse. Where EnergyAustralia NSW refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through Clause 29.
- 6.6.4. Any casual employee who does not, within four weeks of receiving written notice from EnergyAustralia NSW, elect to convert his or her ongoing

contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- 6.6.5. Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with EnergyAustralia NSW.
- 6.6.6. If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with Clause 6.6.3., EnergyAustralia NSW and the employee shall, in accordance with this paragraph, and subject to Clause 6.6.3., discuss and agree upon:
 - a) whether the employee will convert to full time or part time employment; and
 - b) if it is agreed that the employee will become a part time employee, the number of hours and the pattern of hours that will be worked either consistent with Clause 6.4,

Provided that an employee who has worked on a full time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between EnergyAustralia NSW and the employee.

- 6.6.7. Following an agreement being reached pursuant to Clause 6.6.6., the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through Clause 29, Grievance and Disputes Procedure.
 - 6.6.8. An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under Clause 6.6.
- 6.7. **Casual Occupational Health Nurses** - Casual Occupational Health Nurses will be engaged and paid as follows:

6.7.1. The hourly rate is determined by:

- a) taking the weekly rate for the applicable salary point (set out in Clause 4.1); and
 - b) adding the appropriate qualification allowance set out in Item 5 of Appendix 1
 - c) dividing the sum by 35; and
 - d) adding 25% (in respect of all hours worked between 7:00am and 5:30 pm, Monday to Friday inclusive) to the total. Time worked outside these hours and on Saturdays must be paid at double time.
- 6.7.2. Hours worked in excess of seven hours, on any daily engagement, must be paid at the appropriate overtime rate.

- 6.7.3. Work performed on Sundays must be paid at the rate of double time and on public holidays at the rate of double time and a half.
- 6.7.4. Minimum payment of 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.
- 6.7.5. Location Allowance 2 will be paid as per Item 2 of Appendix 1.
- 6.7.6. An administrative officer with the relevant qualifications engaged to perform occupational nursing duties shall receive an additional salary point for the period they are requested to perform this work.
- 6.8. **Fixed Term Employment** - A fixed term Employee is an Employee who is employed by EnergyAustralia NSW for a specified period of time, a specific task or the duration of a specified project as a result of long service leave, parental leave, long term personal / carer's leave or special leave, a career break or special project. A special project includes work that would not usually be performed by employees as part of the usual maintenance and operation of the power station.
 - 6.8.1. Fixed term Employees will be employed under the terms and conditions of this Agreement.
 - 6.8.2. The term of a fixed term contract must not be less than 3 months' and shall not exceed two years unless otherwise agreed between EnergyAustralia NSW, the relevant Employee and/or his or her Union.
 - 6.8.3. Where EnergyAustralia NSW identifies a need to engage employees on fixed-term contracts, the Consultation process in Clause 3 shall apply.

7. HOURS OF WORK

- 7.1. The ordinary hours of work for dayworkers is based on the following work patterns. Ordinary hours for shift workers are in Clause 10.2.
 - 7.1.1. 9 Day Fortnight - 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.
 - a) Accrual of Days Off - Employees engaged on a nine-day fortnight may elect to accrue up to a maximum of five flexidays, rostered days off or special days off for the purposes of taking time off for any reason, including time off to attend to family-related matters. The time off will be on a date agreed to by employees and their Team Leader.
 - 7.1.2. 19 Day Month - The ordinary hours of work will not exceed 140 hours each four-weeks. The 19 Day Month work pattern is a roster, based on the day worker bandwidth that is established in the payroll system. This drives both time and attendance calculations and scheduling of Days Off (similar to 9 Day Fortnight roster).
 - a) Flexible hours can be accumulated each day as agreed between the employee and their Team Leader. With hours additional to 140hrs accrued and stored in a time bank to a maximum value of 70hrs.

- b) The hours accrued may be taken in whole days or partial days as agreed between the employee and their Team Leader.
 - i. The nominal hours for each normal working day are 7hrs 22 minutes.
 - ii. An employee will be paid a balanced 35 ordinary hours per week,
 - iii. Team Leaders are responsible for monitoring employee attendance to ensure compliance with the conditions in this section, including maintaining and approving, on a weekly basis time and attendance records, and hours taken.

7.1.3. 20 Day Month - The ordinary hours of work for day workers will not exceed 35 hours per 5-day week, over four weeks.

7.2. **How Are Working Hours Determined?** - The commencing and finishing times for each day are determined by local management in consultation with affected employees or their representatives taking into account the needs of the business.

7.3. **Hours for Day Workers** - 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 5:30pm, Monday to Friday.

7.4. **Work Pattern Appointment** – Classifications will be appointed to the following work patterns:

a) **9 Day Fortnight:** Appointment to the 9 day fortnight work pattern is based on the following classifications:

- Apprentices
- Tradesperson
- Powerworker
- Engineering Officer (SP 23 and below)
- Administration Officer (Based in Warehousing and procurement and SP 23 and below)
- Operator

b) **19 Day Month:** Appointment to the 19-day month work pattern is based on the following classifications and criteria:

- Administration officer (on or above SP24)
- Engineering Officer (on or above SP24)
- Professional Officer (on or above SP 24)

Any new appointments to the above classifications and criteria not stipulated elsewhere as per business needs.

c) **20 Day Month:** Appointment to the 20 day-month work pattern is based on the following classifications and criteria:

- Administration Officer (Greater than SP 35)
- Engineering Officer (Greater than SP35)
- Professional Officer (Greater than SP35)

Any new appointments to the above classifications and criteria not stipulated elsewhere as per business needs.

8. CALCULATION OF SERVICE

8.1. **What Counts As Service** - In calculating service, EnergyAustralia NSW must include:

- Periods of annual and long service leave.
- Periods of approved leave with pay.
- Periods of personal leave with or without pay.
- Periods of approved leave without pay not exceeding 20 consecutive working days or equivalent hours of shifts.
- Periods of approved leave without pay exceeding 20 consecutive working days or shifts which EnergyAustralia NSW has specifically authorised to be counted as service.
- Periods of absence from work due to incapacity resulting from injury as defined in Chapter 4 of the Workplace Injury Management and Workers Compensation Act 1998 (as varied from time to time), for which the employee receives a payment under that Act.
- Periods of service as an employee on probation.
- Part time employment, calculated on a pro rata basis.
- Any previous period of service with Delta Electricity that was recognised by EnergyAustralia NSW at sale completion and transfer of employment. For the purpose of redundancy provisions, EnergyAustralia NSW recognise periods of services not previously recognised by Delta Electricity for those employees who transferred from Pacific Power to Delta Electricity during June 2001. For such employees, the period of services will be calculated on their Pacific Power service dates currently used for long service leave provisions.
- Any previous period of service with Delta Electricity that was recognised by EnergyAustralia NSW at sale completion and transfer of employment and in accordance with Clause 8 a) to h) of an employee who had been dismissed and later re-employed if that employee's current period of service under Clause 8 a) to h) is more than five years.

9. JOB EVALUATION PANEL

- Purpose** – The purpose of the Panel is to evaluate position descriptions utilising an industry recognised job evaluation system.
- Constitution** – The Panel consists of adequately trained persons, at a minimum a combination of the below:

- a) A Chairperson appointed by EnergyAustralia NSW
- b) One EnergyAustralia NSW representative
- c) One representative of employees appointed from time to time by the relevant Union(s).

9.3. **Powers** – The Panel can:

- a) consider applications for alternations of salary points on the ground of altered circumstances by:
 - i. Unions on behalf of an employee or groups of employees
 - ii. EnergyAustralia NSW
- b) consider any errors or anomalies in the salary points of:
 - i. employee(s)
 - ii. any position.
- c) Recommend appropriate salary points for new positions.

9.4. **Procedures** – The Panel proceeds by exchange of views and discussion, not by vote. It is the responsibility of the Chairperson to prepare a report, including a recommendation, to the Head of Mount Piper, setting out the view of the Panel. If there are differing views, the report must include them.

9.5. **Confidentiality** – All proceedings of the Panel are confidential.

NOTE: This Clause will not prejudice or affect any right any person may have under the Fair Work Act 2009 or Clause 29, Grievance and Dispute Procedure.

10. **SHIFT WORK**

10.1. **Types of Shift** - Shift work is a system of work in which an employee works a roster with a 1, 2 or 3 shift system.

10.1.1. Shift work may be worked:

- a) Monday to Friday inclusive; or
- b) Monday to Saturday inclusive; or
- c) Monday to Sunday inclusive.

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

10.2. **Ordinary Hours** - The ordinary hours for shift workers are 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 a roster cycle must not be more than:

Number of weeks in roster cycle multiplied by 35 hours.

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

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

10.3. Shift Allowance

10.3.1. 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.

EnergyAustralia NSW, in consultation with affected employees or their representatives, will decide the commencing and finishing times of shifts to suit the needs and circumstances of the workplace.

10.3.2. Shift workers who work on a shift work roster must be paid the following allowances:

- a) Early Morning - the greater of 10% of single time for the shift and:
The allowance shall be as set out in Item 6 of Appendix 1.
- b) Afternoon - the greater of 20% of single time and:
The allowance shall be as set out in Item 7 of Appendix 1.
- c) Night - the greater of 20% of single time and:
The allowance shall be as set out in Item 8 of Appendix 1.

10.3.3. 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 Shift – 30% of single time or a reduced number of weekly hours at time and one quarter to give the shift worker the equal of a full week's ordinary pay.

10.3.4. 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.

10.3.5. 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 Clause 10.4.1.

10.3.6. The allowances are not paid to shift workers for overtime or for any shift for which they are paid overtime penalty rates.

10.4. **Shift Penalty**

10.4.1. Public Holidays - Shift workers must be paid for all time worked on a rostered shift on a public holiday the penalty of 150% of single time.

10.4.2. Other than Public Holidays - Shift workers must be paid the following penalties for all shifts worked on the following days that are not public holidays:

Shift	Penalty
Saturday - all shifts	50% of single time
Sunday - all shifts	100% of single time

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

10.5. **Roster Loading**

10.5.1. Roster Loading - Payment of roster loading is made as compensation for the unevenness of payments under this Enterprise Agreement. Payment is also made instead of shift disabilities not covered by payments under this Enterprise Agreement including:

- a) the variety of starting and finishing times
- b) the need to be readily available for work and to work, as required, during meal breaks and at all other times during the shift
- c) minor variations to established duties
- d) the requirement to work as rostered on any day of the week.

10.5.2. Roster Loading Rates - The roster loading for ordinary hours actually worked is:

- a) 4.35% of salary for:
 - i. employees on seven-day continuous shift work rosters
 - ii. employees regularly rostered to work ordinary shifts on both Saturdays and Sundays
 - iii. employees rostered to work continuous afternoon or night shifts
 - iv. employees working day shift only including a shift on Sundays.
- b) 2.12% of salary for:

- i. employees on rotating shift work who are rostered to work ordinary shifts involving afternoon and/or night shifts but who are not regularly rostered to work ordinary shifts on both Saturdays and Sundays
 - ii. employees working day shift only on Monday to Saturday.
- 10.5.3. Roster Loading Different Grade Duties - 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.
- 10.5.4. Roster Loading Excluded Employees - Roster loading is not payable to day workers transferred to become shift workers, for the first two weeks of the transfer, i.e. for the period which attracts time and one half penalty rate (refer to Clause 10.6.8).
- 10.5.5. Roster Loading During Training - Shift workers required to transfer from one shift to another to undergo training must be paid the roster loading appropriate to:
 - a) the shift roster worked immediately before the training if the period of training is less than five consecutive working days; or
 - b) the new shift roster if the period of training continues for five or more consecutive working days.
- 10.5.6. Day workers transferring to a shift roster to undergo training must be paid shift work loadings, allowances and penalties for the entire period. The provisions of Clause 10.6.8 do not apply.

10.6. General Arrangements

- 10.6.1. Payment while at Training School - 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.
- 10.6.2. Public Holidays - Shift workers, including those on a five-day shift system, Monday to Friday, 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, Public Holidays and Picnic Day. If higher-grade pay is involved, the provisions of Clause 13.4. apply.

- 10.6.3. Not Required to Work on a Public Holiday - 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.
- 10.6.4. Shift Worker on a Five-day Shift - Public Holidays Shift workers who are on a five-day shift system, Monday to Friday, must be paid for public holidays observed on Monday to Friday.
- 10.6.5. Mutual Stand Down - 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.
- 10.6.6. Shift Work Day - 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.
- 10.6.7. Ten-hour Break - Shift workers are entitled to at least a ten-hour break between finishing shift work and commencing day work.
- 10.6.8. Day Workers Transferred to Shift Work - Day workers required to transfer to shift work must be paid for the ordinary hours worked on that roster:
- a) for the first two weeks, time and one half or normal shift penalties, whichever is the greater
 - b) for the period in excess of the first two weeks, normal shift penalties and roster loadings.
- Day workers will not be required to transfer to shift work for a duration of three shifts or less. For periods of three shifts or less the provisions of Clause 11, Overtime, apply.
- 10.6.9. Change of Roster or Shift - 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.

Staff requirements in accordance with the above will be determined by EnergyAustralia NSW in consultation with affected employees or their representatives.

- 10.7. **Maintenance** - Because of the nature of the work of Maintenance, it is necessary that the maximum flexibility possible is achieved in preparing rosters to meet the Business Unit's work requirements.

In planning for work to be undertaken, management will consult with employee representatives as to the scope of the work, the duration of the work, the time frame and shift work requirements. Roster/s will be prepared to meet the work requirements in consultation with staff and will attempt to meet both the Business Unit's and employees' needs.

Once a roster/s for the work is agreed, there will normally be no changes other than for plant or market considerations, such as delay in availability of plant which may postpone the start of the work, and hence commencement of the agreed roster. However, circumstances may arise occasionally where roster changes are required at short notice, and employees are expected to co-operate in this change process.

- 10.8. **Meal Breaks** - Shift workers are entitled to a 20-minute meal break after each five hours worked, subject to work requirements. An employee unable to take such meal breaks is recompensed by way of payment of the roster loading described in Clause 10.5.1.

- 10.9. **Handover** - Shift workers required to handover at the end of a shift must stay at their work station until:

- a) the appropriate relieving employee of the oncoming shift has arrived at the work station; and
- b) the shift worker has informed the relieving employee of the current status of running plant and/or maintenance so that the relieving employee can start work immediately.

- 10.9.1. 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 system to which they are transferring. They are entitled to this time off even when they are absent from work on paid leave.

- 10.9.2. 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.

- 10.9.3. 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.

10.9.4. 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.

10.9.5. 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.

10.9.6. Overtime shifts are not included in calculating handover time.

10.10. **12-Hour Shifts** - The following provisions will apply (subject to Clause 10.6.8) where a 12-hour shift roster system is introduced by agreement between EnergyAustralia NSW and a majority of affected employees or where an employee is transferred to such a 12-hour shift roster system (such transfer to be by agreement, subject to the employee's agreement not being unreasonably withheld):

- a) Penalty rates:
 - i. Saturday 1.5 times ordinary rate
 - ii. Sunday 2 times ordinary rate
 - iii. Public Holidays 2.5 times ordinary rate
 - iv. Shift Allowance;
 - Day shift, on the basis that four hours only of the 12-hour shift duration will attract the 20% shift allowance
 - Night shifts at 20%
 - The day of the shift will be treated as that on which the majority of the 12-hour shift is worked;
- b) Handover Time - based on 13 1/3 minutes per 12- hour shift;
- c) Public Holidays - whether rostered on or off, employees will be credited with eight hours leave in lieu, which will be added to their period of annual leave;
- d) Leave taken - Leave paid according to normal Enterprise Agreement provisions. Employees will be debited for 12 hours from the respective leave balance;

11. OVERTIME

11.1. Overtime is worked in addition to ordinary hours, at the request of and approved by the manager.

- a) For day workers, overtime is time worked on:
 - i. Mondays to Fridays before their ordinary commencing time and after their ordinary finishing time
 - ii. Saturdays

- iii. Sundays
- iv. Public holidays.

b) For shift workers, overtime is all time worked before their commencing time or after their finishing time of rostered shifts.

- 11.2. **Calculating Overtime** - In calculating how much overtime an employee works, each working day is treated separately. Periods worked before their ordinary commencing time and after their 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.
- 11.3. **What Are The Rates Of Pay** - Except on public holidays, employees must be paid at double time for overtime.
- 11.4. On public holidays employees must be paid the following rates for overtime:
- a) Day Workers - All hours worked 3.0
 - b) Shift Workers - All hours worked 2.5
- 11.5. **Minimum Payment for Non-merging Overtime** - An employee must be paid a minimum of four hours at double time if the period of overtime the employee is required to work is not connected to ordinary hours. (This does not apply to an employee required to stand by under Clause 23, Standby Allowance).
- 11.6. Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a ten-hour break.
- 11.7. **Travel Associated with Merging Overtime** - Employees who work overtime which merges with ordinary hours must have their travel to and/or from their homes arranged by EnergyAustralia NSW, 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. **Time Off After Overtime - Ten- hour Break** - Whenever reasonably practicable, EnergyAustralia NSW must arrange overtime so that employees have at least ten hours off duty:
- a) Between their finishing time on one day or shift and their commencing time on the next day or shift; or
 - b) If working away from their headquarters and incurring excess travelling time.
- 11.9. If employees resume or continue work without a ten-hour break, EnergyAustralia NSW must pay them double time until released from duty. They may then be absent until they have had a ten-hour break.
- 11.10. Employees must be paid at ordinary rates for any working time which occurs during this ten-hour break.
- 11.11. The conditions in Clauses 11.8 and 11.9 do not apply to day workers for overtime for which a minimum payment is applicable.

11.12. If day workers:

- a) have had a ten-hour break; and
- b) are recalled to work overtime whether notified before or after leaving their place of work; and
- c) commence that overtime starting at least eight hours after their ordinary finishing time on day 1 and before 5:00am on day 2; and
- d) would normally be required to work on day 2,

then the employees may defer their ordinary commencing time on day 2 for a period equal to the time worked between the commencement of the overtime and 5:00am.

11.13. If employees are required to continue to work during part of the period they would normally stand down, EnergyAustralia NSW must pay these employees for the period of stand-down not taken at double time.

11.14. Shift workers 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.

11.15. **Time Off Between Shifts** - The rest period off duty must not be less than eight consecutive hours for the purpose of changing shift or shift rosters or where a shift is worked by arrangement between employees themselves.

11.16. **Specific Provisions - Day Workers**

11.16.1. Cancellation - If EnergyAustralia NSW cancels a period of prearranged overtime for any reason at short notice, it must pay the employee if notified:

- a) at home within one hour of the time the employee was to leave home - one hour at single time
- b) between the employee's home and the place of work - three hours at single time
- c) at the place of work - three hours at double time.

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

11.16.2. Standing By For Overtime - 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 their ordinary finishing time and the commencement of the overtime. This does not apply to employees required to stand by under clause 23, Standby Allowance.

11.16.3. Employees Above Salary Point 35 - An employee engaged above Salary Point 35, shall be paid overtime if the request to work is approved by the Head of Mt Piper, or the Leaders of Operations, Assets or Maintenance, whichever is relevant.

11.17. Specific Provisions - Shift Workers

- 11.17.1. 12-hour Maximum If shift workers have to work overtime for four or more days due to a temporary shortage of trained staff EnergyAustralia NSW may arrange the overtime so that each normal shift plus the overtime does not exceed a total of 12 hours.
- 11.17.2. When overtime is not paid - 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.

12. MEAL ALLOWANCES AND MEAL BREAKS

12.1. When Are Meal Allowances Paid - Employees must be paid the cost of a meal as provided for by the appropriate ATO rate:

- 12.1.1. for meals if the period of overtime is five hours or greater;
- 12.1.2. where EnergyAustralia NSW requires employees to work away from their normal location and to travel to and from the new location on the same day, it must pay the cost of a meal if the employee arrives home after 7:00pm.
- 12.1.3. where employees are returning home after extended periods away for work, for each forward and return journey, only if they have worked the full ordinary hours at the temporary headquarters on the day of travel.

12.2. Meal Breaks – Day Workers - Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.

- 12.2.1. Employees may take meal breaks as they fall due or at some other time by arrangement with the team leader. However, employees must not go without a meal break for more than five hours unless there is an emergency.
- 12.2.2. Disrupted Meal Breaks - where an Employee is directed by their supervisor to work through 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.
- 12.2.3. Overtime - Monday – Friday - Employees who are required to work overtime for a continuous period either before their ordinary commencing time or after their ordinary finishing time are allowed:
 - a) after one hour 30 minutes - a meal break of 20 minutes
 - b) after four hours - a second meal break of 20 minutes, but only if the employees continue the overtime for at least another hour

- c) after eight hours - a third meal break of 20 minutes, but only if the employees continue the overtime for at least another hour.

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

12.2.5. Employees may take the first meal break:

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

12.2.6. Overtime - Saturday, Sunday or Public Holiday - 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 hours and the overtime is for more than four continuous hours: and/or
- b) meal breaks with pay as set out in Clause 12.2.3.

12.3. **Overtime - Meal Breaks Count** - 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.

13. HIGHER-GRADE WORK AND PAY

13.1 **Obligation to Work in a Higher Grade** – Employees must carry out work at a higher grade as directed as long as it is reasonable and practicable to perform such work.

When employees are carrying out such work, they must be paid in accordance with the provisions of this clause.

13.2 **Payment for Higher Grade Work** - An employee may be requested to work higher duties for a minimum of 4 hours and payment will be for all hours worked that day.

13.2.1. When an employee is requested to act in a higher-grade role, the employee and their manager will discuss and confirm the duties and relevant salary point in writing, including specific responsibilities for the period (which may include partial duties). Once the appropriate level has been determined, an additional salary point will be applied to the agreed level to compensate for aggregation of leave and time in lieu that would have accrued at the higher rate during the period.

- a) If the performance of tasks is below the grade of the substantive role, after 4 weeks of acting in the role, a performance conversation will be carried out between the employee and the leader of the position being acted into, regarding the performance of the employee in that role. If there are performance deficiencies, these shall be defined, and a development plan created for review in a further 4 weeks.

- b) Once the employee has demonstrated competencies consistent with the entry level of the position being acted into, any further acting (or continuance of that period) will be paid at the minimum rate for the position being acted into, plus the additional SP.
- 13.3 **Payment for Leave** - Any annual leave, personal leave or accident pay taken, or overtime worked during or directly after the period of 4 weeks or more acting in higher grade will continue to attract the higher-grade payment.
- 13.4 **Training in Higher Grade** - 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 incumbent remains on duty and retains the responsibilities of the position; and
 - b) the periods of training do not exceed:
 - i. a continuous period of three months; or
 - ii. six months in a 12-month period where the periods are broken.

14. CLOTHING AND TOOLS

- 14.1. **Basis of Issue** - EnergyAustralia NSW provides all necessary clothing and tools required for employees to undertake their work, including protective clothing for work in environments assessed under the Work Health and Safety Act 2011.
- 14.2. **Responsibility of Employees** - Employees are responsible for the:
 - a) proper use and care of clothing and tools supplied; and
 - b) laundering of clothing, unless exempted by EnergyAustralia NSW.
- 14.3. **Lost or Damaged Articles** - EnergyAustralia NSW will replace lost or damaged clothing and tools, unless such loss is a result of the employee's misuse or negligence, in which case the employee must replace the articles so lost or damaged.
- 14.4. **Trade Specific Tools for Apprentices** - EnergyAustralia NSW will purchase trade specific tools for each apprentice. EnergyAustralia NSW will contribute up to \$5,500 (electrical) and \$4,900 (mechanical) and as varied from time to time. The tools will be the property and responsibility of the employee. The employee will be responsible for replacing lost or broken tools at their cost.

15. ANNUAL LEAVE

- 15.1. **National Employment Standards** - Annual Leave is provided for in the NES, as amended from time to time.
- 15.2. **Amount of Leave** - For each year of service with his or her employer, an employee is entitled to:
 - a) 4 weeks (140 hours) of paid annual leave; or

- b) 5 weeks (175 hours) of paid annual leave, if the employee is a shift worker who works shift arrangements as provided for in Clause 10, Shift Work of this Agreement.

15.3. The Shift worker entitlement to five weeks annual leave applies if all of the following apply to the employee:

- a) they are employed in an enterprise where shifts are continuously rostered 24 hours a day for seven days a week
- b) they are regularly rostered to work those shifts
- c) they regularly work on Sundays and public holidays.

15.4. **Accrual of Leave** - An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

NOTE: If an employee's employment ends during what would otherwise have been a year of service, the employee accrues paid annual leave up to when the employment ends.

15.5. **Taking Paid Annual Leave**

- a) Paid annual leave may be taken for a period agreed between an employee and his or her employer.
- b) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.
- c) If the period during which the employee takes paid annual leave includes a day or part-day that is a public holiday, the employee is taken not to be on paid annual leave on that public holiday.

15.6. **Payment For Annual Leave**

- a) If an employee takes a period of paid annual leave, the employer must pay the employee at the employee's full rate of pay for the employee's ordinary hours of work in the period.
- b) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.
 - i. **Day Workers** - For the purpose of calculation of final year leave accrual in Clause 15.6 b) the employer shall pay 8.3% of the weekly rate of pay at the employees appointed grade on termination for each completed or part week of service, for the current accrual year.

- 15.7. **Taking Paid Annual Leave** - The parties acknowledge that Annual Leave provides a respite from work and the parties encourage the taking of Annual Leave entitlements.

EnergyAustralia NSW may require, with reasonable notice, an employee to clear accrued Annual Leave in excess of the following:

Type of Worker	Hours
Shift Worker - 7 Day	380
Shift Worker - other	280
Day Worker	280

- a) For shift workers the above limits apply to the total of accrued annual leave and days in lieu of public holidays.
- b) For an employee who works shift work for a period of less than 12 months the "excess hours" shall be proportionate between 280 hours and 380 hours based on the amount of time spent on-shift in the preceding 12 months.
- c) In considering 'reasonable notice' regard shall be had to:
 - i. Individual circumstances, including leave being accrued to a specific purpose with Management approval;
 - ii. Business needs;
 - iii. Whether the employee has had leave refused, cancelled or deferred at the initiative of EnergyAustralia NSW in the previous 12 months;
 - iv. Whether the employee has been unable to take or clear excess leave because of roster arrangements;
 - v. Whether the employee has a history of not taking leave or accruing high leave balances;

16. LONG SERVICE LEAVE

- 16.1. What service counts - In calculating how much long service leave an employee is entitled to, EnergyAustralia NSW must include:
- a) actual service with EnergyAustralia NSW
 - b) periods under clause 8, Calculation of Service
 - c) periods with another employer where agreement has been reached between EnergyAustralia NSW and that employer
 - d) periods specified for certain employees under the State Owned Corporations Act 1989 previously recognised by Delta Electricity at sale completion and transfers of employment to EnergyAustralia NSW.

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.

16.2. At what rate does leave accrue - Long service leave accrues as follows:

Length of Service	Amount of Leave
10 years	13 weeks
15 years	19.5 weeks
20 years	30.3333 weeks
each year after 20 years	2.1666 weeks

- 16.3. The entitlement for length of service in between any of the periods listed in Clause 16.2 is worked out on a proportional basis.
- 16.4. How is leave paid - 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 EnergyAustralia NSW, payment of the value of the long service leave is based on completed weeks of service.
- 16.5. When can leave be taken - Employees may clear long service leave as it becomes due. However, if the time of taking the leave would seriously inconvenience EnergyAustralia NSW, then it must be postponed to a time on which both the employee and EnergyAustralia NSW can agree.
- 16.6. Employees may access Long Service Leave entitlements between 15 and 20 years on a pro rata basis.
- 16.7. 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 EnergyAustralia NSW in periods of not less than two weeks; or
 - b) on half pay only at a time suitable to EnergyAustralia NSW and at its discretion, but agreement will not be unreasonably refused. If half pay is requested, then the employee is entitled to a period of absence twice the amount of entitlement. Priority will be given to employees who are requesting access to leave at half pay as part of their Transition to Retirement plan or who have a domestic pressing necessity (such as their own or an immediate family/house holder member's health) that may require them to take a period of extended leave. Other team members' booked leave, remaining skills balance within a team, work load, such as outages, lead time of request, and other special circumstances will also form part of the manager's decision-making process. Employees must give EnergyAustralia NSW at least one month's notice before the date they intend to take long service leave.

- 16.8. Public Holidays Falling During Leave - Long service leave does not include public holidays.
- 16.9. On Leaving between Five and Ten Years - If an employee has completed at least five years' service (as defined in the Long Service Leave Act 1955), then the employee is entitled to a proportional amount of long service leave equal to 1.3 weeks for each year of total service (whether as an adult or not) if:
- a) EnergyAustralia NSW 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.
- EnergyAustralia NSW must pay the employee (or the employee's estate in the case of death) a cash amount equivalent to the leave.
- 16.10. On Leaving after Ten Years - If an employee has completed on the termination of employment at least ten years' service which entitles the employee to long service leave, then EnergyAustralia NSW must pay the employee (or the employee's estate in the case of death) a cash amount equivalent to any untaken leave.

17. PERSONAL/CARER'S LEAVE AND ACCIDENT PAY

- 17.1. **National Employment Standards** - Personal/Carer's leave is provided for in the NES, as amended from time.
- 17.2. **Paid Personal/Carer's Leave**
- 17.2.1. Taking paid personal/carers leave - An employee may take paid personal/carers leave if the leave is taken:
- a) because the employee is unfit for work because of a personal illness, or personal injury, affecting the employee; or
 - b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member: or
 - ii. an unexpected emergency affecting the member.
- 17.2.2. Employees are also entitled to personal/carers leave when they are absent from work because they visit a medical practitioner for advice and/or

treatment for actual or suspected personal injury or illness and they comply with the notice and evidence requirements in Clauses 17.7.1 to 17.7.9.

- 17.2.3. Employees will not be granted personal leave when they have workers compensation approved.

- 17.3. **Amount of Personal/Carer's Leave** -The amount of personal/carer's leave which may be granted will be ascertained by crediting each employee with the following periods:

During the first three months' service	126 hours
During the next nine months' service	126 hours
During each subsequent 12 months' service	126 hours

- 17.3.1. An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

- 17.4. **Personal Leave during Annual and Long Service Leave** - If employees are personally ill or injured during annual leave or long service leave and the employee produces the appropriate medical evidence, they will be granted, if they so elect, to have a period of illness or injury approved as personal leave as:

- a) for periods of one working day or more in the case of annual leave: or
- b) for a period of at least five consecutive working days in the case of long service leave.

- 17.5. **Personal Leave during Public Holiday** - If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

- 17.6. **Accident Pay** - 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.

- 17.6.1. Employees may be granted accident pay for a maximum period of 52 weeks if they:

- a) Have workers' compensation approved; and
- b) Comply with Clauses 17.7.1 to 17.7.13.

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

17.7. Notice and evidence requirements

- 17.7.1. How to Apply - Employees must claim personal/carer's leave and accident pay on the appropriate forms.
- 17.7.2. Notification - An employee is responsible for notifying EnergyAustralia NSW within two hours of their commencing time, or as soon as practicable, that they will be taking personal leave, and must advise EnergyAustralia NSW of the period, or expected period, of the leave.
- 17.7.3. An employee shall, wherever practicable, give EnergyAustralia NSW notice prior to the absence of the intention to take Carer's leave, the name of the person requiring care or support and that person's relationship to the employee, the reasons for taking such leave and the estimated length of the absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify EnergyAustralia NSW by telephone of such absence at the first opportunity on the day of the absence or as soon as practicable thereafter.
- 17.7.4. Medical Examination - If required by EnergyAustralia NSW, employees must be examined by a medical practitioner nominated by EnergyAustralia NSW as soon as they are physically able.
- 17.7.5. Absences of more than Three Days - Employees must submit a certificate from a medical practitioner to cover all periods of absence for which the employees claim:
- a) Personal/carer's leave (with or without pay) exceeding three working days which are consecutive days; or
 - b) Accident pay.
- 17.7.6. The medical certificate must contain:
- The name of the employee;
 - The period the employee is likely to be unfit for duty;
 - The date of which the employee will be able to report to EnergyAustralia NSW's Occupational Health Physician;
 - The date the employee first consulted a medical practitioner or EnergyAustralia NSW's Occupational Health Physician;
 - The medical practitioner's qualifications, name, address and signature or the signature of EnergyAustralia NSW's Occupational Health Physician; and
 - The date of issue of the certificate.

- 17.7.7. If the certificate does not include the nature or cause of the illness or injury, EnergyAustralia NSW may refer the employee to a nominated medical practitioner for examination.
- 17.7.8. Employees who have applied to a medical practitioner for a medical certificate and are unable to obtain such a 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.
- 17.7.9. Personal/carer's 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.
- 17.7.10. Absences of Three Days or Less - Employees must be able to prove to the satisfaction of their controlling officers that they were unable to attend for duty when claiming personal/carer's leave for three consecutive days or less.
- 17.7.11. Disputed Medical Certificate - If EnergyAustralia NSW disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and EnergyAustralia NSW. Any medical certificate issued by that referee must be accepted by the employee and EnergyAustralia NSW as conclusive.
- EnergyAustralia NSW 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.
- EnergyAustralia NSW must allow the employee to have leave with pay for any medical examination by the referee.
- 17.7.12. Admission to Hospital - Each employee who is admitted to hospital must obtain a medical certificate stating:
- The date of admission;
 - The nature of the incapacity for work;
 - The anticipated period of absence.

Employees must obtain a certificate for each four week's they are in hospital.

17.7.13. **Payment at Half Pay** - Employees may elect to be paid at half pay if their personal leave balance falls below 200 hours.

17.7.14. **Retirement and Personal Leave** - If EnergyAustralia NSW decides to retire an employee because of ill-health under Clause 5.6.1 b), Terms of Employment, either:

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

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

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

17.8. **Entitlement to unpaid carer's leave** - An employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- a) a personal illness, or personal injury, affecting the member; or
- b) an unexpected emergency affecting the member.

17.8.1. An employee may take unpaid carer's leave for a particular permissible occasion as:

- a) a single continuous period of up to 2 days; or
- b) any separate periods to which the employee and EnergyAustralia NSW agree.

17.9. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

17.10. **Notification** - The notification requirements for unpaid Carer's Leave shall be the same as in Clause 17.7.2 and 17.7.3.

17.11. **Other Options for Taking Time to Provide Care or Support** - The following options may be exercised by employees to absent themselves for the purpose of providing care or support:

- a) Time off in lieu of overtime:
 - i. An employee may elect, with the consent of EnergyAustralia NSW, to take time off in lieu of payment for overtime at a time or times agreed with EnergyAustralia NSW within 12 months of the said election;
 - ii. Overtime taken as time off during ordinary hours shall be taken at ordinary-time rate, that is, an hour for each hour worked;
 - iii. If, having elected to take time as leave in accordance with Clause 17.11.
 - a) i, the leave is not taken for whatever reason, payment for time accrued

at overtime rates shall be made at the expiry of the 12- month period or termination;

- iv. Where no election is made in accordance with the said Clause 17.11. a) i, the employee shall be paid overtime rates in accordance with the Enterprise Agreement.
- b) Make-up Time:
 - i. An employee may elect, with the consent of EnergyAustralia NSW to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at later time, during the span of ordinary hours provided in the Enterprise Agreement, at the ordinary rate of pay;
 - ii. An employee on shift may elect, with the consent of EnergyAustralia NSW, to work "make-up time" (under which the employee takes time off ordinary hours and works these hours at a later time), at a shift work rate which would have been applicable to the hours taken off.
- c) Rostered days off:
 - i. An employee may elect, with the consent of EnergyAustralia NSW, to take a rostered day off at any time;
 - ii. An employee may elect, with the consent of EnergyAustralia NSW, to take rostered days off in part-day amounts;
 - iii. An employee may elect, with the consent of EnergyAustralia NSW, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between EnergyAustralia NSW and employee, or subject to reasonable notice by the employee to EnergyAustralia NSW;
 - iv. This subclause is subject to EnergyAustralia NSW informing each Union which is both party to the Enterprise Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility and providing a reasonable opportunity for the Union(s) to participate in negotiations.

18. COMPASSIONATE LEAVE

18.1. National Employment Standards - Compassionate Leave is provided for in the NES, as amended from time to time.

- 18.1.1.** An employee is entitled to 2 days of compassionate leave, with pay, when a member of the employee's immediate family, or a member of the employee's household:
- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - b) sustains a personal injury that poses a serious threat to his or her life: or
 - c) dies.

- 18.2. **Taking Compassionate Leave** - An employee may take compassionate leave for a particular permissible occasion as:
- a) a single continuous 2 day period; or
 - b) 2 separate periods of 1 day each; or
 - c) any separate periods to which the employee and EnergyAustralia NSW agree.
- 18.3. **Payment for Compassionate Leave** - If an employee takes a period of compassionate leave, the employer must pay the employee at the employee's full rate of pay for the employee's ordinary hours of work in the period.
- 18.4. **Notification** - An employee is responsible for notifying EnergyAustralia NSW as soon as practicable of the intention to take Compassionate Leave and will, if required, provide satisfactory evidence of the illness, injury or death.

19. PARENTAL LEAVE

19.1. Unpaid Parental Leave

19.1.1. **Who is eligible for 12 months unpaid leave** - An Employee with twelve months of continuous service is entitled to twelve months of unpaid parental leave if the leave is associated with either:

- a) the birth of a child of the Employee or the Employee's spouse or de facto partner; or
- b) the placement of a child aged up to 16 years with the Employee for adoption,

provided that the Employee has or will have a responsibility for the care of the child and has complied with the notification and documentation requirements in this clause.

However, an Employee who has not completed at least one year of continuous service with EnergyAustralia NSW immediately before the expected date of birth or placement may apply for a period of leave without pay and EnergyAustralia NSW may approve such leave at its discretion.

19.1.2. **Right to request additional unpaid leave up to a further 12 months** - An Employee may request, in writing, an extension of unpaid parental leave for a further period of up to twelve months, at least four weeks before the end of the initial twelve-month parental leave period.

EnergyAustralia NSW shall then comply with the following processes:

- a) must respond in writing within 21 days, stating whether they grant or refuse the request.
- b) may only refuse if there are reasonable business grounds to do so and must detail their reasons in writing.

- c) must not refuse a request for an extension to parental leave, up to a further 12 months, unless the employer has given the Employee a reasonable opportunity to discuss the request.

19.2. **Anti-discrimination protection** - An Employee's employment shall not be terminated on the grounds of pregnancy or their absence on parental leave.

19.3. **Right to return to former position** - An Employee returning to work after the expiration of parental leave shall be entitled to the position which they held immediately before proceeding on parental leave.

19.3.1. Where the position no longer exists the Employee shall be placed in a position for which they have the appropriate skills and qualifications, at a level no less than and at no less pay to that of the former position.

19.3.2. In the case of an Employee who was transferred to a safe position or commenced working part-time due to her pregnancy, prior to commencing parental leave, she is entitled to return to the position which she held immediately before being transferred to a safe position or commencing part time work respectively.

19.4. **Right to extend or shorten parental leave with notice** - Once parental leave has commenced, the Employee may extend or shorten the period of unpaid parental leave by giving written notice at least four weeks in advance.

19.5. **Right to pay or paid leave when no safe job available** - An employee who is eligible for unpaid parental leave and for whom no safe job is available will be entitled to:

- a) Paid leave at their base rate of pay if the safe job is required prior to the 6 weeks before the birth of the child; or
- b) Paid parental leave if the safe job is required during the 6 weeks prior to the birth of the child.

19.6. **Paid leave to count as service** - Any period of paid leave or part-time employment taken in conjunction with unpaid leave granted under Clause 19.1 shall be counted as continuous service with EnergyAustralia NSW.

- a) After using all types of paid-leave the Employee has applied for including paid parental leave, annual and long service leave entitlements (where applicable), further leave entitlements shall cease to accrue after 150 hours' unpaid absence (unless otherwise stated in the relevant State or Federal legislation).
- b) Subject to the part-time provisions of this Agreement, an Employee may work part-time to meet parental responsibilities, and/or a female Employee may work part-time where this is necessary or desirable because of her pregnancy.

For the avoidance of doubt, the parental leave and related entitlements provided for in the NES prevail to the extent that any aspect of this Agreement relating to parental leave would otherwise be detrimental to an Employee.

19.7. **Paid Parental Leave**

19.7.1. An Employee (with at least 12 months service before the expected date of birth or adoption) who is to be the primary carer of the child from its birth or

adoption, shall, upon providing the relevant evidence, such as the production of a medical certificate, be granted parental leave on full pay for a period of 490 hours (14 weeks), pro-rated for part time employees. This may also be taken as half-pay for twice the period.

- 19.7.2. Periods of annual leave and/or long service leave may also be taken once the paid parental leave period has been completed, subject to a maximum period of two years absence, inclusive of all leave types.
- 19.7.3. Any public holiday or other statutory holiday which may fall within the period paid parental leave shall be counted as a day of paid parental leave.
- 19.7.4. Absences on paid parental leave shall count as service for personal leave, annual leave and long service leave accrual purposes.

19.8. **Employee Is Eligible For Paid Leave For Early Termination Of Pregnancy -** where the pregnancy of an Employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to parental leave shall cease. However, she may take unpaid special maternity leave or paid personal leave for such period as a medical practitioner certifies as necessary.

- 19.8.1. Where the pregnancy of an Employee terminates after 20 weeks other than by the birth of a living child, then the Employee may take unpaid special maternity leave, paid personal leave entitlements, or up to 6 weeks paid special leave for such periods as a registered medical practitioner certifies as necessary.

19.9. **Use of Personal Leave**

- a) Where an Employee is suffering from an illness not related to the direct consequences of the pregnancy, an Employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special unpaid maternity leave.
- b) Where an Employee has not commenced parental leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before her return to work.

19.10. **Paid Partner Leave**

- 19.10.1. An Employee who has completed at least twelve months service with EnergyAustralia NSW immediately before the expected date of birth or adoption and who makes a statutory declaration that they are the partner of; or has accepted responsibility for the care of a child, shall be granted leave of absence on full pay for a cumulative period of paid partner leave of two weeks (70 Hours) or pro-rata for part time employees.
- 19.10.2. The Employee taking paid partner leave may elect to take double the amount of leave at half the rate of pay.
- 19.10.3. Absence on paid partner leave shall count as service for personal leave, annual leave and long service leave purposes.

20. FAMILY AND DOMESTIC VIOLENCE LEAVE

20.1. Definitions – In this clause:

- 20.1.1. **“family and domestic violence”** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
- 20.1.2. **“family member”** means:
- a) a spouse, de facto partner, child, grandparent, grandchild or sibling of the employee;
 - b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

For the purposes of this definition, a reference to a ‘spouse’ or ‘de facto partner’ includes a former spouse or former de facto partner.

20.2. Entitlement

An employee who is experiencing family and domestic violence may access up to 10 days special leave per annum for medical appointments, making arrangements for their safety or the safety of a family member (including relocation), legal proceedings or accessing police services.

Special leave is paid leave under EnergyAustralia NSW’s policies. For the purpose of leave due to family and domestic violence, special leave will be available at the start of each 12 month period of an employee’s employment. It will be made available in full to casual and part time employees. Special leave does not accumulate from year to year.

20.3. Notice and Evidence Requirements

- 20.3.1. **Notice** – The employee must give EnergyAustralia NSW notice of leave due to family and domestic violence as soon as practicable which may be a time after the leave has started and advise the period, or the expected period, of the leave.
- 20.3.2. **Evidence** – EnergyAustralia NSW may require evidence that the leave is taken for the purpose of dealing with the impact of family and domestic violence. Depending on the circumstances, proof of family or domestic violence may include a document issued by a doctor, police service, a court or a family violence support service or a statutory declaration. When evidence is required, satisfactory evidence is evidence that would satisfy a reasonable person.

20.4. Confidentiality

EnergyAustralia NSW will take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under Clause 20.3., is treated confidentially.

EnergyAustralia NSW will consult with the employee regarding the handling of this information.

Nothing in this clause prevents EnergyAustralia NSW from disclosing information provided by an employee if the disclosure is required by an Australian law or is required to protect the life, health or safety of the employee or another person.

- 20.5. **Additional support** - Additional support including additional leave or changes to working arrangements that may be granted at the discretion of EnergyAustralia NSW. Such additional support will not be unreasonably withheld.

21. UNPAID LEAVE

- 21.1. It may be necessary for an employee to request periods of unpaid leave if all available paid leave balances have been exhausted. Your manager has the discretion to grant periods of unpaid special leave on reasonable grounds.

Other forms of leave will not accrue, and you will not be paid for public holidays during periods of unpaid leave, except as provided by the NES and State LSL requirements.

In cases of emergency, unpaid leave may be accessed at short notice.

22. PUBLIC HOLIDAYS AND PICNIC DAY

- 22.1. **National Employment Standards** - Public Holidays are as provided for in the NES, as amended from time to time.

22.1.1. The following are public holidays:

a) each of these days:

- i. 1 January (New Year's Day);
- ii. 26 January (Australia Day);
- iii. Good Friday;
- iv. Easter Monday;
- v. 25 April (Anzac Day);
- vi. the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
- vii. 25 December (Christmas Day);
- viii. 26 December (Boxing Day);

b) The following days are observed as public holidays in addition to the NES:

i. Picnic Day (last Monday in November)

ii. Easter Saturday

iii. Labour Day

c) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

22.1.2. If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of Clause 22.1.1, then the substituted day or part-day is the public holiday.

22.2. **What Is A Day Worker Entitled To** - A day worker who is absent without approval on the working day before and after the public holiday must provide satisfactory evidence of the reason for the absence.

Further, to be entitled to payment for those days the worker must be otherwise entitled to paid leave for those days.

22.3. **What Is A Shift Worker Entitled To** - A shift worker may be required to work when rostered, as part of his/her ordinary roster, on a public holiday as part of the normal operational requirements of EnergyAustralia NSW and:

22.3.1. shall be paid for public holidays in accordance with Clause 10, Shift Work; and

22.3.2. shall not be entitled to be paid if absent without approval or reason when the shift worker's normally rostered shift falls on a public holiday.

22.4. **Are Public Holidays Paid During A Period Of Absence** - 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 personal leave without pay.

23. **STANDBY ALLOWANCE**

23.1. Employees who are requested in writing to be available for 'Standby Work' at any time and are required to remain in communication must be paid a standby allowance.

23.2. 'Standby Work' is work involving an emergency or breakdown situation and includes, but is not limited to:

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

23.3. Work not included - Standby work does not include:

- a) overtime that was arranged before an employee's ordinary finishing time;
- b) work which does not involve an emergency or breakdown situation.

23.4. How much is the allowance?

- a) Mon-Friday: 1 hour of the employee's all-purpose rate for each day they are required.
- b) Saturday; Sunday and Public Holidays: 1 hour of the employee's all-purpose rate including the relevant penalties for each day they are required.
- c) A maximum 7-hours at all-purpose rate standby allowance per 7-day period (all-purpose rate including the relevant penalties for each day they are required) will apply if required to be on standby on a weekly basis.

23.5. Payment of Time Worked When Called Out – employees who are called out and required to work overtime must be paid in accordance with Clause 11, Overtime. They must receive a minimum payment of one hour at double time.

23.6. Standby Availability - Employees standing by:

- 23.6.1. must not be required to be constantly available beyond a period of four weeks if other employees are available for these duties; and
- 23.6.2. must have at least one weekend, comprising two consecutive days, off duty in each four week-period, without reduction in standby allowance if other employees are not available.

24. TRAVELLING TIME AND FARES

24.1. Travel for a Normal Day or Shift – Employees are required to travel to and from their home and headquarters once at their own expense in connection with each ordinary working day or rostered shift.

24.2. When can it be claimed – the allowance under this clause can be claimed when an eligible employee travels excessively outside of the Mount Piper and associated

equipment areas and, for the avoidance of doubt, employees cannot claim for any time spent travelling during ordinary hours.

- 24.3. **Who can claim** – Eligible employees are employees at salary point 35 or below.
- 24.4. Excess fares may be claimed by all employees.
- 24.5. Excess travelling time and excess fares are based on the extra distance an employee travels when travelling to a location which is further from their home than their normal location.
- 24.6. **Travel Outside of Mount Piper And Associated Equipment Areas** – Employees required to travel outside of the Mount Piper and associated equipment areas must be paid at time and one half based on a reasonable time for travel to the location.
 - 24.6.1. Employees required to travel after completing work for which penalty rates greater than time and one half will continue to be paid at the higher rate for the travel, provided the travelling is undertaken within a reasonable time after finishing work.
 - 24.6.2. Employees required by EnergyAustralia NSW to use their private motor vehicle for travel must be paid an allowance per kilometre on the most direct route by road, as per the ATO guidelines for cents per kilometre travel current at the time of payment.
- 24.7. **Travel Associated with Non-Merging Overtime** – Employees required to work non-merging overtime must be paid at overtime rates from the time they leave their home until they return home.

25. WORKING AWAY FROM MT PIPER AND ASSOCIATED EQUIPMENT AREAS

- 25.1. **Overnight Absence from Home** - When EnergyAustralia NSW requires employees to transfer to a temporary headquarters, it must provide them with reasonable board and lodging wherever practicable at its own expense if the period of temporary transfer means that they must be absent from their homes overnight.
 - 25.1.1. Alternatively, employees may arrange their own accommodation. EnergyAustralia NSW must pay them the reasonable expense level determined from time to time by the Australian Taxation Office (ATO) for the location.
- 25.2. **Class of Air Travel** – If employees are required to travel by aeroplane, all employees will travel as outlined below:
 - a) Domestic and Trans-Tasman – Economy Class
 - b) International – Premium Economy Class if < twelve (12) hours flight time. Business Class Travel is > twelve (12) hours flight time.

Exceptions require appropriate approval prior to booking. For EnergyAustralia NSW employees, air travel is paid for by the Company.

- 25.3. **Returning Home after Extended Periods Away** - EnergyAustralia NSW must allow employees who are away from Mount Piper and associated equipment areas 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 EnergyAustralia NSW considers it economical.
- 25.3.1. Employees returning home from their temporary headquarters on approved weekend travel must be provided with reasonable means of travel i.e. flights, where practical.
- 25.4. **One Day Trip Meal Allowance** - Where EnergyAustralia NSW requires employees to work away from their normal location and to travel to and from the new location on the same day, it must pay them the reasonable cost of an evening meal as determined by the ATO at the time of payment if the employee arrives home after 7:00pm.

26. LOCAL WORKPLACE FLEXIBILITY

- 26.1. **Flexibility** - EnergyAustralia NSW and employee/s covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 26.1.1. the agreement deals with 1 or more of the following matters:
 - a) arrangements about when work is performed;
 - b) within the span of hours for day workers, work may be extended outside of the ordinary hours for that day and the number of additional hours worked taken off at a later time, including extension of work outside;
 - c) meal break provisions;
 - 26.1.2. the arrangement meets the genuine needs of EnergyAustralia NSW and employee in relation to 1 or more of the matters mentioned in Clause 26.1.1; and
 - 26.1.3. the arrangement is genuinely agreed to by EnergyAustralia NSW and employee.
- 26.2. EnergyAustralia NSW must ensure that the terms of the individual flexibility arrangement:
- 26.2.1. are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 26.2.2. are not unlawful terms under section 194 of the Fair Work Act 2009; and

26.2.3. result in the employee being better off overall than the employee would be if no arrangement was made.

26.3. EnergyAustralia NSW must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- d) includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

26.4. EnergyAustralia NSW must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

26.5. Where the individual employee's understanding of written English is limited, EnergyAustralia NSW must take measures, including translation into an appropriate language, to ensure that the employee understands the proposal.

26.6. EnergyAustralia NSW or the employee may terminate the individual flexibility arrangement

- a) by giving 28 days' written notice to the other party to the arrangement; or
- b) if the employer and employee agree in writing - at any time.

26.7. The employee will be advised that they may be represented by their relevant Union.

- a) Where the employee chooses to be represented by their Union, EnergyAustralia NSW must enter into consultation with the relevant Union/s at least seven (7) days or as otherwise agreed, prior to entering into an arrangement with the employee.
- b) To avoid any doubt, the relevant Union is not required to approve or consent to any flexibility arrangement with the employee.
- c) EnergyAustralia NSW shall not disclose the name of the employee without their consent.
- d) Notification to the Union/s shall include the details of the classification affected.

Any party may deal with any difficulties arising under this clause in accordance with Clause 29, Grievance and Disputes Procedure.

27. WORKING FROM HOME

- 27.1. In some circumstances requests to work from home may be able to be accommodated. In considering these requests, the leader may consider whether:
- a) the employee is seeking a temporary or ongoing work from home request; and
 - b) the business can accommodate the requested arrangement. The following aspects will be considered:
 - practicality for the role
 - cost impacts
 - other employees' arrangements not being able to accommodate this request
 - a significant loss of productivity or negative impact on customer service.
- 27.2. If the request cannot be supported, consider what alternative arrangements might work.
- 27.3. Working from home is not a substitute for carers leave, however, in limited circumstances this may be granted on an infrequent basis if alternate arrangements cannot be made.
- 27.4. **Health and Safety Requirements For Working From Home** - While working from home employees must take reasonable care for their own health and safety and co-operate with EnergyAustralia's efforts to ensure their health and safety.

Prior to working from home employees should have:

- A designated work area;
- Internet connectivity;
- Safe work space in good repair with appropriate safety equipment
- Ergonomic workstation equipment

28. TRANSITION TO RETIREMENT

- 28.1. Employees and their leaders may enter into a transition to retirement arrangement that specifies when an employee will be retiring.
- 28.2. By committing to a mutually agreed date, EnergyAustralia NSW will be able to make permanent arrangements for their replacement to have sufficient training by the retiring employee and to allow the employee to enter retirement gradually. In
- 28.3. Where possible, employees may be given the option to trial a transition to retirement arrangement for no more than a three-month period, at the end of which arrangements may be confirmed or discontinued.
- 28.4. During the transition to retirement period, arrangements may be made for an employee to reduce their hours of work, take extended periods of leave or other arrangements as agreed.

29. GRIEVANCE AND DISPUTES PROCEDURES

29.1. If a grievance or dispute relates to:

- a) a matter arising under this Enterprise Agreement; or
- b) a matter pertaining to the relationship between EnergyAustralia NSW and employees covered by this Enterprise Agreement; or
- c) "general protections" provided for in the Fair Work Act 2009 ("the Act"); or
- d) National Employment Standards detailed in the Act.

this clause sets out procedures to settle the grievance or dispute.

29.2. This Enterprise Agreement recognises that employees' grievances should be resolved speedily and effectively with factual-information and without recourse to industrial action.

29.3. It is intended that most issues shall be resolved informally between employees and team leaders by gathering and understanding the facts and by discussion. An employee/s may be assisted by their employee representative in these discussions.

29.4. Except where a genuine safety issue is involved, until the matter is resolved work will continue as normal (which may mean the existing arrangement or an agreed holding arrangement) without interruption and without prejudice to final settlement.

29.5. Employees' grievances, and disputes relating to the matters in Clause 29.1 are to be dealt with as follows:

- 29.5.1. Employees or Union delegates who have a grievance on any issue which is not resolved informally shall then raise the matter with their immediate Team Leader by email or in writing.
- 29.5.2. The Team Leader/s shall provide the necessary response by email or in writing as soon as possible but no later than 24 hours following the grievance being raised.
- 29.5.3. If an answer cannot be given within 24 hours, a progress report by email or in writing shall be given at that time.
- 29.5.4. If the grievance has not been resolved to the satisfaction of any party, the issue shall be referred by the Team Leader to a Business Unit Manager or their representative by email or in writing.
- 29.5.5. The relevant Business Unit Manager or their representative and Union representative shall at the earliest possible time following referral, convene a grievance meeting which shall attempt to resolve the matter.

a) The meeting should include:

Team Leader representative, Management representative, Delegate(s) involved in grievance, Union official(s) or their representative(s), and optionally the employee(s) involved.

- 29.5.6. The grievance shall be discussed at the grievance meeting with a view to achieving agreement or resolution.
- 29.6. If the above process fails to resolve the matter, the aggrieved party may refer the matter to Unions New South Wales for their attention so to provide conferences of all parties with a view to reaching a solution. This does not prevent the parties referring the matter to the Fair Work Commission.
- 29.7. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- The Fair Work Commission may deal with the dispute in 2 stages:
- a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
- A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- c) The parties may be represented at any stage of, or in any part of, the above process by their chosen representative.
- 29.8. The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

30. REDUNDANCY

- 30.1. **Consultation** - As soon as practicable after making its decision to reduce employee numbers due to business requirements and prior to implementing its decision, EnergyAustralia NSW will undertake consultation with employees and their Union representatives (per Clause 3 Consultation). This shall cover the reasons for reducing employee numbers, the proposed measures, ways to avoid or minimise forced redundancy terminations, as well as adverse effects on the employee(s) concerned.
- 30.2. **Redundancy - Financial Considerations** - Where EnergyAustralia NSW is required to manage redundancies, affected employees shall be allowed one (1) days' special leave to obtain financial advice and taken within two weeks of initiation of consultation.
- a) The Employee shall, at the request of EnergyAustralia NSW, be required to produce proof of attendance or the Employee shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.
- 30.3. **Measures to minimise or avoid forced redundancy** - Use of forced redundancy will be used as a last resort to reduce permanent employee numbers. A range of measures will be used in the first instance. The following process does not limit additional ways

of avoiding or minimising forced redundancies. The following process shall be followed:

- a) Cease the use of supplementary, fixed-term, casual and labour hire workers engaged to conduct project work or relieve in vacant positions, in favour of re-allocating work performed by such workers to employees, where this is practicable in terms of business needs. The parties acknowledge that special consideration will be given to matters such as associated legal impacts, commercial impacts, the extent of retraining required to replace such workers including specialist skills and the associated impact on the business by the loss of these skills.
- b) If further work force reductions are required, EnergyAustralia NSW will next call for expressions of interest (EOI) in voluntary redundancies. Decisions on voluntary redundancy offerings, will be made by EnergyAustralia NSW and be based on both the employee skills mix and operational requirements of EnergyAustralia NSW.
- c) Where reasonably practical, and subject to suitability, EnergyAustralia NSW will use its best endeavours to offer redeployment opportunity within the business or arrange and support alternative employment opportunities with new or other employers.
- d) If any further employee reductions are required, and all other avenues have been exhausted, a forced redundancy program will then be implemented.

30.4. Forced Redundancy - EnergyAustralia NSW recognises prior to implementing any forced redundancy termination(s), the following process shall apply:

- a) Consult with employees and their Union representatives (as per Clause 1 Consultation) on the positions that are to be made redundant and if applicable, the forced redundancy selection matrix to be used. EnergyAustralia NSW will seek advice from Union representatives to establish the redundancy selection matrix.
- b) EnergyAustralia NSW will then use the selection matrix to conduct a preliminary assessment to identify employees at risk of forced redundancy, via a panel arrangement including the Unions or employee representatives. Affected employees will be provided opportunity to respond to the selection matrix in order to assist in providing information required for determining the preliminary assessment.
- c) EnergyAustralia NSW will provide those employees identified by EnergyAustralia NSW as being at risk of forced redundancy written details of their preliminary assessment. Such employees will be provided the opportunity to individually respond to their preliminary assessment and this may involve a support person at their discretion. The panel will use employee responses to inform final decision making and to identify forced redundancy terminations.
- d) Following final decision making on forced redundancy terminations, EnergyAustralia NSW will formally advise affected employees individually of the outcome of the application of the selection matrix, as well as associated exit information where appropriate. Unions representatives will be provided a report of the outcome of the forced redundancy process.

30.5. **Notice to Centrelink and Superannuation Fund Administrators** - Where a decision has been made to terminate Employees by reason of redundancy and as required, EnergyAustralia NSW shall notify Centrelink and Superannuation Fund Administrators as soon as possible giving all relevant information about the terminations.

30.6. **Redundancy Pay** - Permanent employees are eligible for severance pay, based on the following:

30.6.1. If EnergyAustralia NSW offers to employees a redundancy the minimum paid must be 26 weeks, inclusive of items A-D below. If, using the items below the payment would exceed 26 weeks, then the greater amount applies:

- a) four weeks' notice or payment in lieu: plus
- b) an additional week's notice or pay in lieu for employees aged over 45 years with two or more years of completed service; plus
- c) severance pay at the rate of three weeks per year of continuous service with a maximum of 52 weeks, with pro rata payments for incomplete years of service to be on a quarterly basis; plus
- d) the benefit allowable as a contributor to a retirement fund.

30.6.2. Those employees who accept an offer of voluntary redundancy within two weeks of the offer being made, and terminate employment within the time nominated by EnergyAustralia NSW, or are issued with a forced redundancy, will be entitled to the following additional payments:

- a) less than 1 years' service: 2 weeks' pay
- b) 1 year and less than 2 years' service: 4 weeks' pay
- c) 2 years and less than 3 years' service: 6 weeks' pay
- d) 3 years' service and over: 8 weeks' pay

30.7. **Retraining and Tool Purchase** - Where a decision has been made to terminate Employees by reason of redundancy, the following optional additional package to the value of \$5,000 will be offered for the purpose of assisting in securing alternative employment elsewhere:

- a) Process will be based on: course offerings made by a Registered Training Organisation or University;
- b) Application(s) approved by the Executive Manager; and reimbursement of associated costs per supplied receipts.
- c) Access and reimbursement will be available for a reasonable period nominated by EnergyAustralia NSW following termination and or, up to time of employment with an external business (whichever comes first).

Employees being made Redundant who have been issued with a personal tool kit to undertake their duties at work are able to purchase their tool kit. Employees who have not been issued with a personal toolkit are not able to participate in this program.

- 30.8. **Disputes Regarding the Application of this Clause** - Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to Clause 29, Grievance and Disputes Procedure.

31. ANTI-DISCRIMINATION

- 31.1. **Anti-Discrimination** - It is the intention of the parties bound by this Enterprise Agreement to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds person's race, colour, sex, sexual preference, homosexuality or other sexual orientation, gender identity (including trans, transgender and gender diverse), Intersex status, age, physical or mental disability, marital, domestic or relationship status, family or carer's responsibilities, pregnancy, potential pregnancy, breastfeeding, religion, political opinion, national extraction, social origin, or association with someone who has one of these characteristics.
- 31.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Enterprise Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Enterprise 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 Enterprise Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 31.3. Under the Anti-Discrimination Act 1977 of NSW (as varied from time to time), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 31.4. Nothing in this subclause 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 of NSW;
 - d) a party to this Enterprise Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 31.5. Clauses 31.1 to 31.4 do not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this subclause.

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

32. MISCELLANEOUS

- 32.1. **Labour Hire and Contract Business Occupational Health and Safety** - For the purposes of this Clause, the following definitions shall apply:
- a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or

unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 32.2. If EnergyAustralia NSW engages a labour hire business and/or a contract business to perform work wholly or partially on EnergyAustralia NSW's premises, EnergyAustralia NSW shall do the following (either directly, or through the agency of the labour hire or contract business):
- a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe working method statements that they would otherwise supply to their own employees; and
 - d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures for control of those risks.
- 32.3. Nothing in Clause 32.2 is intended to affect or detract from any obligation or responsibility upon labour hire businesses arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998 (as varied from time to time).
- 32.4. **Disputes Regarding the Application of this Clause** - Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to Clause 29, Grievance and Disputes Procedure.

33. UNION ARRANGEMENTS AND DELEGATES' RIGHTS AND RESPONSIBILITIES

33.1. The Provisions of This Clause Apply To:

- a) Unions NSW and Power Industry Unions entitled under their Rules to represent the interests of employees covered by this Agreement; and
- b) Employee/s whose Union has advised EnergyAustralia NSW in writing that the employee/s have been elected or nominated by their Union as a delegate for the members of that Union.

33.2. Holding of Meetings on EnergyAustralia NSW's Premises - Subject to the provisions of Parts 3-4 of the Fair Work Act 2009, permission to hold any meeting on any of EnergyAustralia NSW 's premises must be requested by the Union(s) concerned.

Such a request must be made to the People Leader or 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:

- the purpose of the meeting: and
- the time and place of the meeting; and
- the estimated duration of the meeting.

Should a request for such a meeting be approved, the lunch room or other meeting facilities may be used within the time agreed upon by the manager and the person making the request.

Should a request for such a meeting not be approved, the meeting must not be held on EnergyAustralia NSW premises.

Unless approved by the General Manager NSW, employees must not be paid for time lost attending such meetings.

33.3. Delegate Rights - In addition to the rights concerning victimisation in the relevant legislation, EnergyAustralia NSW recognises that Union delegates:

- a) may make representations to management on behalf of their Union's members:
- b) will be given access to reasonable information about such representations;
- c) will be provided with reasonable use of EnergyAustralia NSW facilities including telephone, computer and accessories (including reasonable use of e-mail and internet), facsimile, photocopying, stationery and a Union notice board;
- d) will be given reasonable paid time to:
 - i. prepare for consultations with and make representations to management, including discussions with their Union's members;
 - ii. participate in conferences concerning matters affecting their Union's members, including matters before an industrial tribunalin accordance with the agreed arrangements;

- e) will be given paid leave in accordance with the agreed arrangements, including for attendance at accredited Union education and training for delegates, Union conferences and forums:
- f) will be given reasonable unpaid leave to work with the Union.

NOTE: The reference to "their Union's members" in Clause 33.3 a) and 33.3 d) includes representing a member of another Union where agreement between EnergyAustralia NSW and the respective Unions is reached to enable such representation.

33.4. Delegate Responsibilities - A delegate's responsibilities include to:

- a) consult with their Team Leader whenever they propose to undertake their role as a delegate in exercising any of the rights above, except with respect to Clause 33.3 c), when advice to the Team Leader is sufficient;
- b) recognise that work priorities as determined by their Team Leader take precedence over the exercise of the above rights;
- c) adhere to the process of Clause 29, Grievance and Disputes Procedures.

33.5. Union Delegates - Payment for Attending Meetings - The parties to the Enterprise Agreement acknowledge and remain committed to the arrangements introduced in February 2006 concerning delegates attending conferences and Industrial Relations Commission of New South Wales/Fair Work Commission matters, unless otherwise agreed to.

APPENDIX 1

The following are the rates of allowance payable under this Agreement:

Item	Clause	Description	Basis (Occurrence)	First Pay period on or after 1/12/2018	First Pay period on or after 1/12/2019	First Pay period on or after 1/12/2020	First Pay period on or after 1/12/2021
1	4.4.1	Location Allowance 1	Week	\$128.64	\$133.14	\$137.80	\$142.63
2	4.4.1	Location Allowance 2	Week	\$95.74	\$99.09	\$102.56	\$106.15
3	4.4.1	Location Allowance 3	Week	\$144.92	\$149.99	\$155.24	\$160.68
4	4.5	High Voltage Allowance (ATAR)	Week	\$13.02	\$13.34	\$13.68	\$14.02
5	6.7	Occupational Nursing Certificate	Week	\$41.73	\$42.77	\$43.84	\$44.94
6	10.3.2	Early Morning Shift	Shift	\$15.28	\$15.66	\$16.06	\$16.46
7	10.3.2	Afternoon Shift	Shift	\$55.13	\$56.51	\$57.93	\$59.37
8	10.3.2	Night Shift	Shift	\$55.13	\$56.51	\$57.93	\$59.37

APPENDIX 2

Location Allowances are comprehensive and replace and compensate all historical disability and other allowances, including the following:

- Other Locations Allowance
- Occupational Health Nurse certificates
- Full time First Aid Attendant
- First aid duties in the field
- Materials Testing at Vales Point
- Leading Hand Allowance
- Painting Stacks
- Stacks with Navigation Lights
- Boiler Main and Distribution Drums
- Fabric Filter Compartments
- Pulverised Fuel Lines
- Morganite Refractory Material
- Blue Asbestos
- Thermal Insulation containing Asbestos
- Ladders - Insulation other than Asbestos
- Operation of Electric Eel
- Insulation other than Asbestos
- Spray Painting Applications
- Operate Steam Cleaning or Greasing Bulldozers
- In charge of plant during meal break
- Airborne coal
- dust
- Boiler casing/gas
- ducts
- Condenser waterbox
- Cyclimber stage
- inside furnace
- Precipitator element compartments
- Roped off asbestos contaminated area
- Using oxyacetylene equipment and/or electric welding equipment
- Sooting
- Handling polychlorinated biphenyls
- Work within ash Hour/part hour and dust pits

APPENDIX 3**MT PIPER OPERATOR MODEL AGREEMENT****1. INTRODUCTION**

This document sets out the provisions for a Western Region Operators Model (WROM) following negotiations and proceedings before DP Harrison during 2007 and 2008, with agreement finalised on 15 September 2008. As part of the negotiations, agreement was reached on a Total Salary Package which has been prepared as a Local Workplace Flexibility Process.

The purpose of this agreement is to increase the flexibility, productivity, team management and skills development of operating staff at Mount Piper power station. It achieves this by replacing the role of PCs, PPOs, POs and SPOs and establishing two Generation Officer (GO) roles which link shift operating and maintenance functions, where operating remains the primary focus. It continues the utilisation of a Relief Operations Group (ROG) at Mount Piper.

For each GO the program for completion of hard skills associated with progression within their salary range will be determined by an individual skills development plan prepared and agreed by the Shift Leaders and the officer concerned. This plan must take account of any prerequisites required for particular modules.

Staff within the agreement will advance and be paid in accordance with a skills and competency based grading matrix which incorporates performance review. Knowledge and skill obtained within the matrix will then be used as and when required. It is recognized that staff must be given the opportunity to maintain all of their skills to meet business needs.

Performance reviews will be carried out according to EnergyAustralia's Standard for Performance Based Salary Review.

The agreement accepts the continuation of the intent of previous agreements and the parties will continue to participate in the ongoing development of work practice improvements and technology upgrades to further enhance the competitive position of EnergyAustralia. The parties reserve the right to review the work value of such improvements and upgrades.

2. OBJECTIVES

The objectives of this Agreement are:

- To define the role and responsibility of Mt Piper operating staff who work within the agreement.
- To establish principles for entry and progression within the agreement for existing and new entrants.
- To establish principles for the filling of vacancies.
- To establish principles for training and skill retention.
- To establish a consultative mechanism for reviewing operator standards.

3. ROLE AND RESPONSIBILITY

This clause identifies the operating and maintenance roles of GOs.

3.1. OPERATING

Staff working within the agreement are required to use their knowledge and skill for the operation of plant on and around the power station operational site in accordance with the Enterprise Agreement. These practices include emergency response, plant isolation and restoration, testing, monitoring, routines, development of operating procedures and outage management.

Staff are required to interact with EnergyAustralia's computerised maintenance management system to enter and receive information. Staff may also be required to operate equipment belonging to other authorities and companies within their level of competency and training. Equipment belonging to other authorities is detailed in attachment 2.

Staff working within the agreement are required to maintain a proficient knowledge of EnergyAustralia's Access To Apparatus Rules and Procedures and apply the highest standards in the application of the Rules.

3.2. MAINTENANCE

3.2.1. Shift Work

The maintenance functions to be undertaken on shift work under the agreement are minor in nature and production related, as opposed to overhaul or major repair related, and include:

- Troubleshooting
- Component replacement
- Minor repairs
- Commencing work for handover to others
- Finishing work after handover from others

There will be no artificial restriction applied that would limit the work that can be undertaken. Work undertaken shall be limited only by an individual's competence to do the work and the availability of the tools, materials and time to perform the work.

3.2.2. Day Work

The maintenance functions undertaken on day work under the agreement are only limited by the individual's knowledge, competence, training and skills as per the Enterprise Agreement.

4. ENTRY AND PROGRESSION – NEW AND EXISTING ENTRANTS

New and existing entrants to the agreement will be selected and progressed on merit. Their entry, progression and grading within the agreement will be in accordance with Attachments 1 and 1A.

The skills development program for all staff will take into account the needs of the individual and the Mount Piper Business Unit.

5. SHIFT LEAVE

It is agreed that there can be two (2) off on annual leave at any one time on a Shift Leave Roster at each site provided that:

- This leave is applied prior to the finalization of the Leave Roster and prior to the commencement of that leave roster period.
- The Leave Roster also takes into account approved Long Service Leave (LSL) applications wherever possible.

Additional periods of leave may be approved at Shift Leader's discretion taking into account business needs.

Coverage requirements for leave may be catered for by any of the following:

- Utilisation of suitably trained relief staff
- Roster amendments for shift transfer
- Overtime
- Reprioritising operational duties as directed by the Shift Leader.
- Changing operating requirements

Mt Piper Operator Model Agreement

6. RELIEF OPERATIONS GROUP

Employees with appropriate training may undertake GO duties in the following circumstances:

- Long-term sick leave (periods greater than 1 week);
- Long Service Leave;
- Annual Leave
- Personal leave (periods greater than 1 week);
- Facilitate training of GOs;
- Outages;
- Emergencies;
- Other circumstances as may be agreed.

They will be provided with sufficient acting to maintain their skills.

7. FILLING OF VACANCIES

7.1 STAFFING NUMBERS

The staff numbers within the agreement may vary with changes to the operating role of the Mount Piper power station and will be accordingly determined by the Mount Piper Leadership. The normal consultative process involving operator representatives will be used to address any changes to current staffing numbers or trigger points. Trigger point at Mt Piper is currently thirty, unless redefined with consultation in line with business needs.

7.2 FILLING OF VACANCIES

Under this agreement, all GO vacancies within the agreement will be filled using EnergyAustralia's normal selection and appointment procedures.

8. TRAINING AND SKILL RETENTION

8.1 TRAINING

All training and refresher training necessary to allow staff to work, progress and maintain their skills within the agreement will be provided by EnergyAustralia at its expense. The training will be provided during working hours and all Enterprise Agreement conditions will apply.

For the salary points for advanced certificate and associate diploma, the current provisions for external study will apply.

8.2 SKILL RETENTION

Skill retention for staff who work on a 7 day/ 24-hour shiftwork roster and who act in higher grade as Shift Leaders or GO2s will be supported by providing the following minimum periods for acting in higher grade:

- GOs who act as Shift Leaders – 60 hours in any six-month period
- GO1s who undertake GO2 duties – 120 hours in any six-month period.

8.3 IN GRADE SKILLS MAINTENANCE

Staff will be given the opportunity to maintain their range of operating skills in each item of Plant.

9. OPERATOR STANDARDS ASSESSMENT COMMITTEE

An Operator Standards Committee will be established under the agreement. The Committee will be responsible for the assessment of the competency of operators in training.

The Committee, for the assessment of the competency of operators in training, transferred in grade or new appointees, will be comprised of, but not limited to, a management representative, a Shift Leader and two representatives from the classification to which the assessment pertains. At least one representative will have a Certificate 4 qualification as a workplace assessor. The Committee will make recommendations regarding the competency of trainees.

10. COMMENCEMENT AND REVIEW OF AGREEMENT

The fundamental principles of this Agreement commenced from 18 October 2008. There have been no changes required to this agreement from its initial implementation to the review and update that has taken place to incorporate into the 2019 Enterprise Bargaining Agreement. In the period of successful utilization of this agreement, the Wallerawang Power Station ceased operation and no longer forms part of the operational process.

Formalisation of this revised agreement will not result in any benefits gained under the previous agreement being removed (no back sliding).

The review period for this agreement is controlled by the frequency of renewal of the Enterprise Bargaining Agreement.

The Operator Consultative Committee will meet as required during this period to track issues and make recommendations for this formal review process. If changes are required during this agreement a LWFA will apply in the interim.

WESTERN REGION OPERATOR MODEL – ATTACHMENT 1
ENTRY REQUIREMENTS AND GRADING STRUCTURE FOR NEW AND EXISTING ENTRANTS
GO1 STRAND

The GO1 structure involves a system of salary progression based on completion of recognized skill modules. For each GO1, an agreed development program will be established and satisfactory attainment of each skill module will result in the appropriate salary point adjustment. GO1s will apply any of their recognized skills as required to meet the production and maintenance needs of the stations.

Entry at SP11

This is the basic entry level for a GO1 without a trade qualification.

Progression

- (a) GO1 salary consists of the base salary point with the possibility of up to two additional performance related salary points. Each GO's base salary is calculated as SP11 plus the sum of the salary point values accredited skill modules possessed as detailed in the table below, up to a maximum of SP28.
- (b) GO1s who have reached a point where further progression through the acquisition of additional skill modules is unlikely for some time are eligible for up to two performance related salary points (PR1 and PR2). These salary points will be awarded on the basis that they will be replaced by any further skill module salary points until the officer again becomes eligible for performance reviews. Where a GO1 undertakes a module that does not significantly change the range of duties able to be performed, consideration is given to whether the level of performance is affected by the new module's skills and the performance review salary point(s) would normally be retained.

2 SP's	Trade qualifications
1 SP	Induction
1SP	Emergency Skills
1 SP	Advanced Certificate or Certificate IV ***
1 SP	Associate Diploma/ Diploma (completion of an approved Advanced Diploma leads to automatic accreditation of the Advanced Certificate salary point) ***
1 SP	Business Process 1 ****
1 SP	Business Process 2 ****
1SP	Business Process 3 ****
1 SP	Foundation A
1 SP	Foundation B
2 SPs	Station Plant at Mount Piper
4 SPs	Boiler/Turbine at Mount Piper
1 SP	Maintenance / Operations Support Skills 1**
1 SP	Maintenance / Operations Support Skills 2**
1 SP	PR1 Performance Review available in accordance with EnergyAustralia's Standard Procedure for Performance Based Salary Review
1 SP	PR2 Performance Review available in accordance with EnergyAustralia's Standard Procedure for Performance Based Salary Review

** Each Maintenance Support Skills salary point involves acquisition of agreed skills from the menu shown on Attachment 1A.

Mt Piper Operator Model Agreement

*** This qualification is obtained by external study and the EnergyAustralia provisions for external study will apply.

**** Content to be reviewed. Current arrangements to remain in the meantime.

GO2 STRAND

Entry at SP32 for Mount Piper

Includes

- GO1 skills or equivalent
- Direction of shift operating routines and maintenance activities
- Outage Coordination

Progression

SP32 Competent performance of the duties in accordance with the position description, including full utilization of the DCS and operation of the Station Plant from the PCR in accordance with current practice

SP33 Experienced performance of the duties in accordance with the position description (PR1). New entrants to the GO2 role should, within a 6 month (910 hours) development period, have gained all of the skills and competencies required for progression to SP33 in accordance with their personal development program as well as the leadership competencies commensurate with the position. Therefore progression to SP33 will occur at the conclusion of this period.

SP34 PR2 in accordance with EnergyAustralia's Standard Procedure for Performance Based Salary Review.

WESTERN REGION OPERATOR MODEL – ATTACHMENT 1A
MAINTENANCE / OPERATIONS SUPPORT SKILLS MENU

The following skills menu can be used to qualify for Maintenance Support Skills salary points. A total of six credit points is needed for each salary point.

Skills selection will take account of EnergyAustralia's business needs from time to time.

The menu is dynamic, and may be changed by agreement between the parties.

SKILL	CREDIT POINTS
Crane Driving	1
Elevated Work Platform	1
Fork Lift Driving	1
Basic Welding	1
Basic Scaffolding	1
Intermediate Scaffolding	1
Dogging	2
Basic Rigging	1
Intermediate Rigging	1
Advanced Rigging	1
Pendant Crane	1
Power Station Technician	6
Truck/Robo	1
Basic PLC	1
Manual Handling/Pedestrian Fork	1
Plant Expert	2
Workplace Assessor	2
Shift Mentor (non-operating skills)	2
Hot Work Assessor	2
Confined Space Evaluator	2
Shift NISOFT Expert	2
Senior First Aid Certificate	1
Level 2 SCBA	2
Outage Co-ordination	2

Certification of skills to be undertaken by Shift Leader and records maintained by the People Team section. Certification to include verification of skills, competency assessment and provision of certificates, where applicable.

WESTERN REGION OPERATOR MODEL – ATTACHMENT 2

EQUIPMENT BELONGING TO OTHER AUTHORITIES

TransGrid CT's, VT's and Circuit Breakers

Springvale Coal mine water supply to Wallerawang

APPENDIX 4

MAINTENANCE EMPLOYEE MODEL

Document location:	Objective/People and Culture
Document Classification:	MEM Model
Prepared by:	Craig Tuffley
Approved on:	2 nd September 2014
Version No.:	3.1
Status:	Final

Table of Contents

INTRODUCTION	3
FOREWORD	3
OBJECTIVE	3
SCOPE	3
THE MAINTENANCE EMPLOYEE MODEL	3
BACKGROUND	3
OVERVIEW	4
COMPETENCY CATEGORIES	7
PROGRESS THROUGH THE MODEL	8
STEERING COMMITTEE RESPONSIBILITIES AND ONGOING OVERVIEW PROCESS	8
BENEFITS TO EMPLOYEES	8
RULES FOR PROGRESSION	9
OUTLINE PROCESS FOR TRANSFER FROM 1991 MODEL TO MEM	9
NEW ENTRANTS	9
REPLACEMENT OF PERFORMANCE BASED SALARY REVIEW	9
REPLACEMENT OF LEADING HAND HIGHER DUTIES	9
ASSESSMENT PROCESS	10
ASSESSORS AND SUBJECT MATTER EXPERTS (SME)	10
OVERVIEW OF ASSESSMENT PROCESS	10
APPEALS PROCESS	10
ASSESSMENT DOCUMENTATION	11
ASSESSMENT TRACKING PROCESS	11
ADMINISTRATION	12
RESPONSIBILITIES	12
DIAGRAM OF GOVERNANCE STRUCTURE	12
LINK TO PERFORMANCE MANAGEMENT SYSTEM	12
SUPERSEDED STANDARD	12
APPENDIXES:	12
APPENDIX A – MAINTENANCE EMPLOYEE MODEL FOR TRADESPERSON	13
APPENDIX B – MAINTENANCE EMPLOYEE MODEL FOR NON -TRADESPERSON	14
APPENDIX C - MEM BUSINESS DRIVERS TABLE	15
APPENDIX D – PROCESS FLOWCHART	16
APPENDIX E – COMPETENCY ASSESSMENT TERMINOLOGY	17
APPENDIX F – MAINTENANCE LEADING HAND ROLE – WORK STATEMENT	19

INTRODUCTION

Foreword

1. The Maintenance Employee Model (MEM) is a competency based salary progression model for maintenance employees (ME). The model is aligned with the Electricity Supply Industry Generation Sector Training Standards, which are National Competencies. The National Competencies allow for skills and competencies from a sub-trade level to a Diploma equivalent level to be acquired and used for a new tradesperson through to experienced tradespersons. It should be noted that EnergyAustralia NSW is not a Registered Training Organisation (RTO). Therefore, competencies awarded by EnergyAustralia NSW may be provided as evidence only to an RTO for advancement towards additional qualifications.
2. The model mandates that technical skills, soft skills and business drivers must be achieved in order to progress and ultimately this ensures that Maintenance Employees who move through the levels will become sound multi-skilled tradespersons with technical knowledge and leadership skills. The model provides the opportunity for salary and education progression from tradesperson to other career streams.

Objective

3. This standard explains the operation and management of the Maintenance Employee Model.

Scope

4. This standard applies to all current and future maintenance employees at EnergyAustralia NSW, Western Power Stations. Participation in the model is on a voluntary basis for those existing employees at the time of implementation.

THE MAINTENANCE EMPLOYEE MODEL

Background

5. As part of the 2009 negotiations for the Delta Electricity Employees' Enterprise Agreement, a committee was established to investigate and implement a Trades and Power Worker Skills Development Model. This process resulted in the development of a new model at Figure 1.0, which includes a career path from Trade / Non-Trade entry level into other classifications such as Operating, Technician, Engineering, Maintenance Planning and Team Leadership.

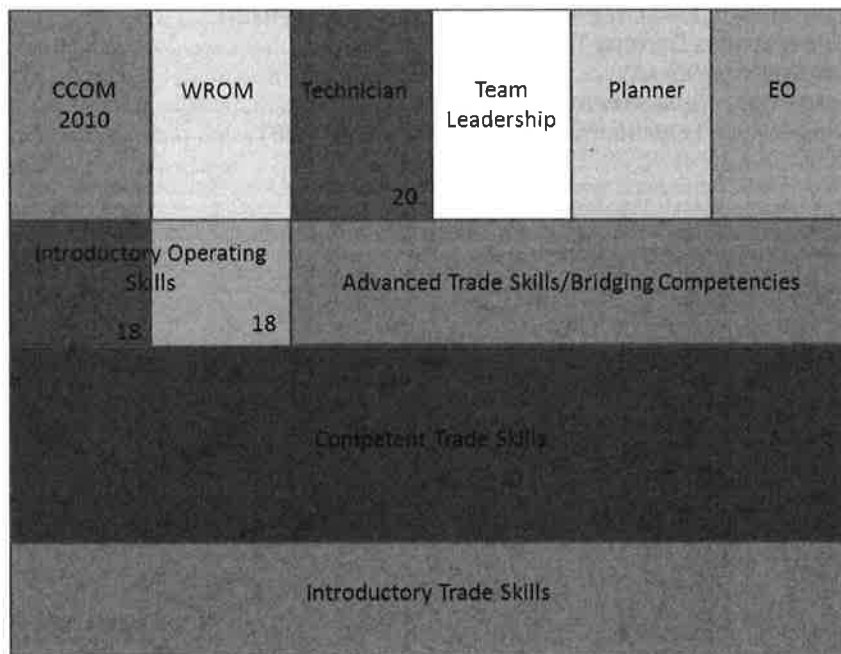


Figure 1.0 – Maintenance Employee Model Overview

Overview

6. The framework that was developed by the committee involves a reclassification of tradespersons into three different levels displayed in Figure 1.1, those being introductory level tradespersons, competent level tradespersons and advanced level tradespersons.
- Introductory level would be classified as new entrants to EnergyAustralia NSW, commonly tradespersons who had just completed their apprenticeship, but also experienced tradespersons who may not have worked on a power station before.
 - Competent tradespersons were those that had been working within EnergyAustralia NSW for some time and could perform a large variety of skills at a competent level. This level could also include new entrants following the initial competency assessment.
 - An advanced level tradesperson would be those who operate at an advanced level to the point where they would assume the role of a subject matter expert for certain skills. The advanced level skills however would go above the current salary point cap and would include salary point 18 to 20.

Maintenance Employee Model							
Maintenance Tech Level	SP	CCOM 2010	WROM	Technician	Team Leadership	Planner	EO
7	6	7.2	22		Tradesmen cap. Career path into other classifications open		
		7.1	21				
6		6.2	20				
		6.1	19				
5		5.2	18				
		5.1	17	Powerworker cap			
4		4.2	16				
		4.1	15				
3		3.2	14				
		3.1	13				
2		2.2	12				
		2.1	11				
1		1.2	10				
		1.1	9	Entry level of Powerworkers			

Figure 1.1 - Maintenance Employee Model Levels

7. The Maintenance Employee Model refers to the mechanical/electrical tradesperson and powerworker positions. The maintenance employees comprise of levels 1-7 with each level consisting of two steps. Under the Maintenance Employee Model (MEM) the initial placement and advancement is specific to trades and non-trades employees (please refer to point 26).
- All new powerworkers enter the model at level 1.1. Power Worker Salary Progression from SP 9 – 16 is based on achievement of competencies. Advancement to SP17 based on further development and leadership.
 - All new tradespersons enter at 3.1. Advancement to SP 13 – 20 is based on achievement of competencies. Advancement to SP 21 and SP22 is based on further development and leadership (please refer to point 26).

The Maintenance Employee model is aligned to National Competencies within the Electricity Supply Industry - Generation Sector Training Package. These National Competencies are the skills and knowledge a person must be able to demonstrate at work. The National Competencies applicable to the MEM fall within levels 2-5 on the Australian Qualification Framework (AQF). Each competency is given a numerical weighting, ordinarily falling between 20-100, which in conjunction with its AQF level is a general guide to its level of difficulty. The overall Maintenance Employee model for tradespersons is displayed at Figure 1.2 and for non-trades at Figure 1.3.

Maintenance Employee Model (Revised)										
Competency Points Distribution Table										
MT		SP	Assets - Mechanical			Assets - Electrical/Technicians		Leadership/Management	Operations (potential only)	
7	7.2	22	Advanced Diploma of Mechanical Engineering			Advanced Diploma of Electrical Engineering		Diploma of Management/HR/WHS and one unrelated skillset from WHS or HR or Environment. (Skillsets will be 4 to 5 identified modules)	TBA	
	1. Completion of 6 months development in non-trades area. 2. Act into TL position for at least two weeks. 3. Plus selection from streams above.									
			Assets - Mechanical			Assets - Electrical/Technicians		Leadership/Management	Operations (potential only)	
	7.1	21	Diploma of Mechanical Engineering			Diploma of Electrical Engineering		Cert IV Frontline Management	TBA	
1. Conduct Leading Hand role for at least one month - lead small teams/projects as required. 2. Plus selections from streams above.										
			Business Drivers	Mandatory Comps	Electives	Elective types*		Pre Requisites	Total	Ccumulative Total
6	6.2	20	290	N/A	610	Competencies must be of an AQF 4/5 level (Must be chosen from the nominated electives and up to 75% (500) can be chosen from a Cert IV Qualification or higher)		MT Level 6.1	900	4230
	6.1	19	200	N/A	600	Competencies must be of an AQF 4/5 level (Must be chosen from the nominated electives and up to 50% (330) can be chosen from a Cert IV Qualification or higher)		MT Level5.2	800	3330
5	5.2	18	70	400	230	Competencies must be of an AQF 3/4/5 level (Must be chosen from the nominated electives and up to 30% (80) can be chosen from a Cert IV Qualification or higher)		MT Level5.1 + all Core competent/advanced courses complete	700	2530
	5.1	17	30	390	180	Competencies must be of an AQF 3/4 level (Must be chosen from the nominated electives and up to 20% (50) can be chosen from an Cert IV Qualification)		MT Level 4.2 + Trade Certificate	600	1830
4	4.2	16	40	380	80	Competencies must be of an AQF 2/3/4 level and chosen from the nominated electives		MT Level 4.1 + all Core intro courses complete	500	1230
	4.1	15	20	350	30	Competencies must be of an AQF 2/3 level and chosen from the nominated electives		MT Level 3.2	400	730
3	3.2	14	100	230	N/A	N/A		MT Level 3.1	330	330
	3.1	13	Site Induction		WorkCover General Induction				New Starters Induction	
			Behavioural Safety		Support Point Modules					

* Note competencies/skillsets not found above can be sourced by PaC, provided they comply with the minimum AQF requirements of that level and the competency addresses a business need and complies with model guidelines

Figure 1.2 – Maintenance Employee Model for Tradesperson

Maintenance Employee Model - Non-Trades							
Competency Points Distribution Table							
MT		SP	Business Drivers	Core Comps	Competency Types*	Pre Requisites	Cumulative Total
	5.1	17	• Completion of Leadership Skillset • Lead small teams/projects as required • Hold Permits • Request Permits				
4	4.2	16	N/A	280	** Undertakes Competency Assessments - Competencies must be of an AQF 2/3/4	MT Level 14.1	1120
	4.1	15	N/A	220	Competencies must be of an AQF 2/3	MT Level3.2	840
3	3.2	14	N/A	220	Competencies must be of an AQF 2/3	MT Level3.1 + all Core competent/advanced courses complete	620
	3.1	13	N/A	200	Competencies must be of an AQF 2/3	MT Level 2.2 + one of scaffolding/rigging.	400
2	2.2	12	N/A	200	Competencies must be of an AQF 2/3 level	MT Level 4.1 + all Core intro courses complete	200
	2.1	11	Site Induction WorkCover General Induction New Starters Induction Behavioural Safety Support Point Modules		N/A	MT Level1.2	
1	1.2	10			N/A	MT Level 1.1	
	1.1	9					

* Note competencies not found in the nominated list can be sourced by a ME and counted towards their elective points on any given level, provided they comply with the minimum AQF requirements of that level and the competency addresses a business need

Figure 1.3 – Maintenance Employee Model for Non-Tradesperson

Competency Categories

8. Each Level within the model has a total number of competency points that must be achieved in order satisfy the requirements of that level. The total points for each level is made up from different competencies that fall within different categories. Those categories include business drivers, core competencies and elective competencies. In addition to competency points, each level has prerequisites that must be met. The total amount of competency points increase for each level as a ME moves through the model.

All competency lists are located on eNews or can be obtained from the PaC team.

9. **Business Drivers.** EnergyAustralia NSW business drivers form the first category that helps to make up the required competency points on each level. Competencies aligned to business drivers fall within the following 6 categories: Safety, Quality Systems, Communication, Environment, Business systems and Leadership, as displayed in Appendix C. A ME must complete all the specific business driver competencies for each ME level, before progressing to the next level in the Maintenance Employee Model.
10. **Core Competencies.** Core competencies are those applicable to the day to day operations of a tradesperson at EnergyAustralia NSW. There are core competencies allocated for non-trades, mechanical tradesperson and electrical tradesperson. Core competencies are categorized for tradesperson into introductory, competent and advanced level skills. Each core competency has a unit value which relates to the complexity of the competency. It is expected that introductory level competencies are completed soon after entry to the model and advanced levels completed later in an employee progression. A ME must complete a selection of core competencies for each ME level (up to level 5) such that those points add up to the minimum core competency points for that level.
11. **Elective Competencies.** Elective competencies are higher level competencies that are not integral in the day to day operations of every tradesperson. The electives comprise competencies spread from AQF levels 2-5. However, the MEM specifies that only certain AQF levels can be claimed on specific ME levels. This ensures that points for advanced competencies can't be claimed at the low levels. There are core competencies allocated for non-trades, mechanical tradesperson, and electrical tradesperson. The amount of elective competencies on each level increases as the levels increase. This allows for the transition from a focus on core competencies to elective competencies. Therefore, a ME must complete a selection of elective competencies for each ME level to achieve the minimum points required for that level.
12. Competencies not found in the nominated electives list may be sourced by a Maintenance Employee and counted towards their elective points on any given level, provided they comply with the minimum AQF requirements of that level and the competency addresses a business need.
13. It is not the intention of EnergyAustralia NSW to become either a Registered Training Organisation (RTO), or align itself with a RTO. Therefore when competencies are completed, ME's will not be given a nationally recognised statement of attainment that can be used to gain competitive advantage with other employers. The only exception to this is when ME's are completing the formal qualifications required to enter certain career streams, such as Certificate IV's, Diplomas and Advanced Diplomas, as these courses will be run by an external training provider. When an ME is assessed as competent in a specific competency, PaC will make a note of this on the employees personnel file for the purposes of EnergyAustralia NSW Electricity's use only.
14. If an employee wants to progress into a specific business stream (i.e. EO, T/L, Planner etc.) they may be able to provide EnergyAustralia NSW assessed competencies as evidence towards a formal qualification. Possible qualifications that an employee might be able to achieve RPL towards include:
 - a) Certificate IV: Front Line Management, Training and Assessment or Engineering.
 - b) Diploma: Engineering Technical (Mechanical), Engineering (Advanced trade) Management or Business.
 - c) Advanced Diploma: Electrotechnology or Engineering

15. **Pre-requisites.** Each MEM level has minimum requirements that must be achieved before additional competencies can be claimed to complete that level. Every MEM level outlined in Figure 1.2 and 1.3 has the previous level as a prerequisite to ensure that there is a gradual progression between levels and that they are completed in order. For example, in Figure 1.2:
- a) Level 4.2 provides a cap for all core introductory competencies to be complete.
 - b) Level 5.2 has a cap for all core competent and advanced level competencies to be complete.
 - c) Level 3.1 also has prerequisites that act as a barrier to entry. This ensures all new entrants have completed their, WorkCover, Business Systems and Behavioural Safety and Site Inductions, as well as any online training modules.

Progression through the Model

16. The foundations of the MEM are the Tables at Figure 1.2 and Figure 1.3, as they outline the structure for progression between levels.
17. All Maintenance Employees must complete each level in the MEM before progressing to the next level and being awarded the next Salary Point increase. The following examples explain the requirements for progression through the MEM for a selected range of scenarios.
- a) A newly qualified tradesperson starts at Salary point 13. To progress to the next level of SP 14, they must have completed all site and Workcover inductions, behavioural safety training and mandatory support point training as well as 120 Business Driver and 230 Mandatory points.
 - b) A competent tradesperson at SP 17, must complete enough Business Driver competencies to achieve 120 points, enough Core Competencies to achieve 400 points, and enough Elective Competencies to achieve 280 points, in order to progress to SP 18. They must also have completed all core and competent competencies. If a competent tradesperson has completed a Diploma qualification (or above) they may use up to 30% (or 80 points) of those competencies to meet the required Elective Competency points.
 - c) A competent Non Tradesperson at SP 14 must complete enough Competencies to achieve 220 points, in order to progress to SP 15.
 - d) An Advanced Non Tradesperson at SP 15 must complete enough Competencies to achieve 280 points, in order to progress to SP 16.
 - e) An advanced level tradesperson at SP 19 must complete enough Business Driver competencies to achieve 340 points, and enough Elective Competencies to achieve 660 points in order to progress to SP20. If a competent tradesperson has completed a Diploma qualification (or above) they may use up to 75% (or 500 points) of those competencies to meet the Elective Competency points.

Steering Committee responsibilities and ongoing overview process

18. A Steering Committee for the MEM has been established to provide oversight of the model development and implementation. This Committee includes staff representation across the People & Culture and Maintenance functions. The Committee will meet regularly and updates will be provided to staff.
19. The responsibilities of the Steering Committee are:
- a) Provide direction on the make-up and operation of the MEM in line with business needs and related agreements;
 - b) Guide and support implementation and continuous improvement activity including communication to Maintenance Teams and other stakeholders;
 - c) Oversee the development and application of administrative methods, templates and systems, including quality control;
 - d) Utilise an interest based approach in an open environment to discuss and resolve issues relating to the MEM.

Benefits to Employees

20. The implementation of the Maintenance Employee Model (MEM) provides a number of benefits to current and future employees of EnergyAustralia NSW.

- a) The model will ensure transparency in the allocation of salary points and salary progression.
- b) The model allows ME's to pick up extra skills through the electives stream (providing they satisfy a business need) that may be outside their discipline and be recognised for it.
- c) The new model outlines competency based career paths and allows for progression and input to individual development plans.

RULES FOR PROGRESSION

Outline process for Transfer from 1991 Model to MEM

- 21. Existing Maintenance staff will not be financially disadvantaged at the time they transition to the MEM.
- 22. In order to transfer current employees into the model, an Initial Competency Assessment (ICA) exercise will take place over a transitional period, as it will take time to assess all employees on the skills that they already hold.
- 23. Once the ICA assessments have taken place, anyone assessed as meeting the requirements of an ME level above their current salary point will automatically move to that level and will be paid from the date their assessment / remuneration change recommendation is approved.

Conversely, if someone's ME level is assessed as being below what they are currently being paid then that ME will remain on that level and not lose any salary points. However, in this situation the ME will be required to back fill on competencies that they are missing and will not be eligible to progress further in the model until they meet the requirements of the level that they are currently getting paid for.

- 24. Apprentices and Trainees are not covered by this model.

New Entrants

- 25. New entrants (Trade or Power Worker employees hired after implementation of the MEM) will enter the MEM at the following levels:
 - a) Power workers will enter at ME level 2.1.
 - b) Trade qualified employees will enter at ME level 3.1.

Following their start date, all new entrants will then have their competencies assessed. Salary progression will be based on any approved competency assessments / remuneration change recommendations. Initial competency assessments are to be carried out as quickly as practicable.

Replacement of Performance Based Salary Review and Previous Model

- 26. The introduction of the competency based MEM provides opportunity for career path progression and allows for incremental salary point progression as a reward for attaining and applying competencies. As a result of the introduction of the MEM, the previous Standard Procedure for Performance Based Salary Review for Tradespersons and Power Workers (DES PE 001-11) has been superseded and cancelled. Additionally, the Standard Procedure for Performance Based Salary Review (DES PE 001-01) and the 1991 Skills and Development Model are not applicable for maintenance employees.

Leading Hand Higher Duties and Acting Team Leader

- 27. The Leading Hand role supports the Team Leader carrying out their responsibilities to manage large workshop teams and developing future Team Leaders through exposure to managing the day to day Workshop activities. The nominated Leading Hands are expected to be senior tradespersons, who will benefit from further responsibility, professional knowledge and leadership experience to potentially fulfil future Team Leading roles. The Leading Hands are expected to be the primary pool of staff for Acting Team Leader responsibilities. The ultimate supervisory & safety responsibilities remain with the Team Leader.
 - a) The number of Leading Hand roles in any Workshop will be based on business needs and advised by the Maintenance Manager.

- b) Maintenance staff acting in the Leading Hand role will be entitled to SP 21, for the period in the role. During this period they have the responsibility of conducting the Leader Hand role as outlined in the Work Statement at Appendix F.
- c) Maintenance staff acting in the Team Leader role will be entitled to SP 26, for the period in the Acting role. During this period they have the full responsibility of the Team Leader Position Description.

ASSESSMENT PROCESS

28. In order for a ME to be deemed competent and satisfy the criteria within a national competency, they must undergo a formal assessment procedure. Each competency includes elements and performance criteria sections. The elements of a competency describe the essential outcomes of a unit of competency and the performance criterion describes the required performance needed to demonstrate achievement of each element.

Competency Assessment documentation for each competency can be obtained from the PaC team in line with process (see Appendix D).

Subject Matter Experts (SME) and Assessors

29. A SME does not require any competency assessment qualifications, but needs to be considered by PaC to have expertise relevant to the competency. Advanced tradesperson and advanced Powerworkers may be asked to be an SME.

There is a minimum qualification to conduct competency assessment. Anyone performing the role of an assessor will be required to have completed the assessment component of Training and Assessment (TAE).

30. Within the leadership stream on the *MEM Business Drivers table* in Appendix C and the designated assessment cluster, there are competencies taken from the Certificate IV Training and Assessment qualification. Every ME that completes the necessary training will be able to both assess competence for units they have completed themselves and assist in the development of further assessment tools where necessary. This will ensure that there are adequate numbers of employees who can assist PaC and management in the assessment of technical competencies.

Overview of assessment process

- 31. Staff will be considered competent when they are able to apply their knowledge and skills to the standard of performance specified within the competency modules that make up the MEM. Determining competency involves completing an assessment that verifies that all aspects of the unit of competency have been met.
- 32. Assessment involves collecting evidence and making judgements on whether competence has been achieved. Evidence collected may be direct, such as observation of workplace performance, indirect such as formal testing, or supplementary, such as reviewing the results of tertiary qualification studies relevant to the MEM (e.g. Diploma of Engineering).
- 33. It is the responsibility of the assessor to determine the evidence required to make an assessment judgement. The training packages or competency modules that make up the MEM provide guidance on the types of evidence required, and further advice may be gained through moderation and consultation with Subject Matter Experts and Team Leaders.
- 34. The assessment process is further described in Appendix E. It outlines the key processes and documents to consider when planning and conducting assessments. Assessors are trained in the key processes as part of gaining related certification.
- 35. The assessor will interview the ME and request verbal and / or practical evidence that the elements of the competency have been achieved. Include evidence guide, which T/L may sign to confirm particular task completed. The ME must demonstrate to the employer that they have completed or have the current competency for all of the performance criteria.

Appeals process

36. If an ME is dissatisfied with a competency assessment received and believe that they have a fair and reasonable case to appeal an assessment, they can request a second assessment. Such a request

should be made within seven days following receipt of the assessment result being appealed. A Competency Assessment Appeal form is to be completed and lodged with the People and Culture Team.

37. An Appeal Panel will be organised by the People and Culture Team to assess the appeal. The Appeal Panel will typically comprise an independent facilitator (e.g. a PaC Team representative, or a trained independent assessor), a different assessor, and a subject matter expert where required. The panel will advise the ME concerned of the date, time and location of the appeal review and invite them to provide any additional evidence they may wish to present in support of their appeal. The Appeal Panel will advise the ME of the result of the review as quickly as possible – the appeal will either be dismissed or upheld and competency confirmed.
38. In the event that the ME is still dissatisfied with the appeal outcome, then they are able to dispute the matter per the grievance and dispute provisions of the Enterprise Agreement.

Assessment documentation

39. On completion of a competency assessment, the documentation is to be provided to PaC staff. When PaC staff receive a competency assessment, they will follow the steps of:
 - a) Review the documentation for correctness and appropriate signatures,
 - b) Copy on personal file, Objective and update the Competency Tracking Software
 - c) Assess for completion of MEM Level, and if completed, raise documentation for SP increase for GM approval.

Assessment tracking process

40. All ME competencies will be tracked through a Competency Tracking Software. This software will act as a database for competency progression of individual staff, indicate MEM Level status and facilitate a reporting capability. PaC staff will disseminate periodic reports from the Competency Tracking Software to Team Leaders for staff awareness of competency progression in the MEM.

Assessment of Competencies that are based on Workcover Licence

41. National Competencies form the basis of the competency assessment program of the MEM. Competencies (licences) that are required for high risk plant operation are also covered by Workcover, such as forklift and cranes. The MEM competency assessment program includes the on-site assessment, against National Competencies for all high risk operation licences as follows:
 - a. **New Employees.** When a new employee commences in the Model they will be given points (based on holding the ticket) for any high risk operation licences they may hold that is in the relevant Competency Listing. However, there will be a requirement for them to undertake a Competency Assessment on site within three months of commencing to ensure competence of operation. This will be a requirement that does not attract points.
 - b. **Existing Employee with Licences.** When an existing employee commences in the Model they will be given points (based on holding the ticket) for any high risk operation licence they may hold that is in the relevant Competency Listing providing the Team Leader is able to confirm regular use/operation of the plant involved. For the purposes of EANSW management of high risk operation licences, regular use must be at least once in the past two years. If the Team Leader is not able to confirm the regular use/operation of the plant, a Competency Assessment on site will need to be undertaken.
 - c. **Existing Employees who gain Licences.** An existing employee who gains a high risk operation licence will receive the Model recognition and points at the time of attaining the Ticket for a Competency that is on the relevant Competency Listing.
 - d. **Ongoing competency.** There is a MEM and Workcover requirement that any employee with a high risk operation licence/s retains their competency for that licence in order to continue operating that high risk plant. EANSW will facilitate an annual high risk operation licence competency review to ensure all staff holding current high risk operation licence have their

correct details in Ellipse and have the opportunity to conduct the operation of the high risk plant at least annually.

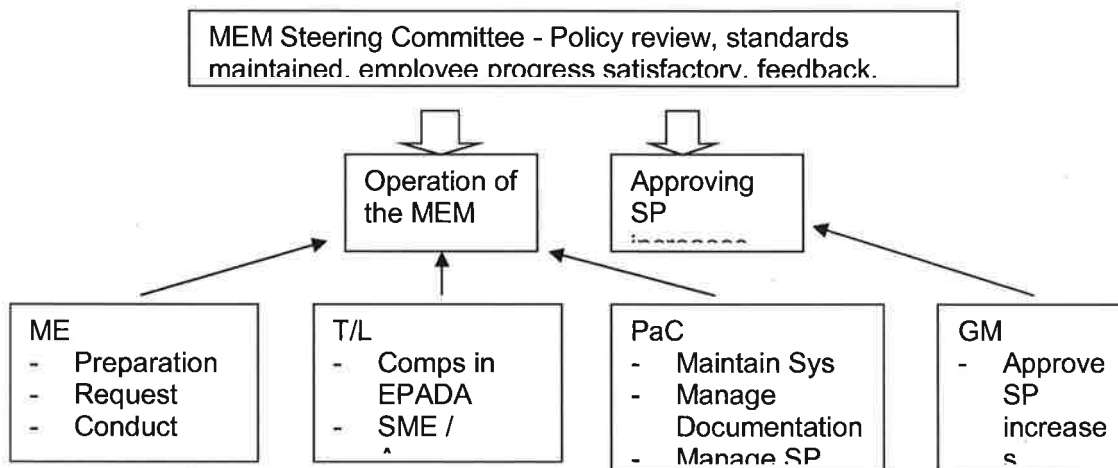
ADMINISTRATION

Responsibilities

42. PaC have ownership of the MEM process (refer to Appendix D)



Diagram of governance structure



Link to Performance Management System

43. The MEM shall be incorporated into the existing Performance and Development Agreement system.

SUPERSEDED STANDARD

44. The following policy documentation has been superseded by the promulgation of this Standard:
- Skills and Development Model 1991.
 - Corporate Standard DES PE 001-11 Performance Based Salary Review for Tradespersons and Power Workers.

APPENDICES:

- Appendix A – Maintenance Employee Distribution Table for Tradesperson
- Appendix B – Maintenance Employee Distribution Table for Non - Tradesperson
- Appendix C - MEM Business Drivers Table
- Appendix D – Process Flowchart
- Appendix E – Competency Assessment Terminology
- Appendix F – Leading Hand Role - Work Statement

Appendix A – Maintenance Employee Distribution Table for Tradesperson

Maintenance Employee Model (Revised)										
Competency Points Distribution Table										
MT	SP	Assets - Mechanical			Assets - Electrical/Technicians		Leadership/Management		Operations (potential only)	
7	7.2	22	Advanced Diploma of Mechanical Engineering			Advanced Diploma of Electrical Engineering		Diploma of Management/HR/WHS and one unrelated skillset from WHS or HR or Environment, (Skillsets will be 4 to 5 identified modules)		TBA
	1. Completion of 6 months development in non-trades area. 2. Act into TL position for at least two weeks. 3. Plus selection from streams above.									
			Assets - Mechanical			Assets - Electrical/Technicians		Leadership/Management		Operations (potential only)
	7.1	21	Diploma of Mechanical Engineering			Diploma of Electrical Engineering		Cert IV Frontline Management		TBA
1. Conduct Leading Hand role for at least one month - lead small teams/projects as required, 2. Plus selections from streams above.										
			Business Drivers	Mandatory Comps	Electives	Elective types*		Pre Requisites	Total	Ccumulative Total
6	6.2	20	290	N/A	610	Competencies must be of an AQF 4/5 level (Must be chosen from the nominated electives and up to 75% (500) can be chosen from a Cert IV Qualification or higher)		MT Level 6,1	900	4230
	6.1	19	200	N/A	600	Competencies must be of an AQF 4/5 level (Must be chosen from the nominated electives and up to 50% (330) can be chosen from a Cert IV Qualification or higher)		MT Level5.2	800	3330
5	5.2	18	70	400	230	Competencies must be of an AQF 3/4/5 level (Must be chosen from the nominated electives and up to 30% (80) can be chosen from a Cert IV Qualification or higher)		MT Level5.1 + all Core competent/advanced courses complete	700	2530
	5.1	17	30	390	180	Competencies must be of an AQF 3/4 level (Must be chosen from the nominated electives and up to 20% (50) can be chosen from an Cert IV Qualification)		MT Level 4.2 + Trade Certificate	600	1830
4	4.2	16	40	380	80	Competencies must be of an AQF 2/3/4 level and chosen from the nominated electives		MT Level 4.1 + all Core intro courses complete	500	1230
	4.1	15	20	350	30	Competencies must be of an AQF 2/3 level and chosen from the nominated electives		MT Level 3,2	400	730
3	3.2	14	100	230	N/A	N/A		MT Level 3.1	330	330
	3.1	13	Site Induction			WorkCover General Induction			New Starters Induction	
			Behavioural Safety			Support Point Modules				

* Note competencies/skillsets not found above can be sourced by PaC, provided they comply with the minimum AQF requirements of that level and the competency addresses a business need and complies with model guidelines

Appendix B – Maintenance Employee Distribution Table for Non -Tradesperson

Maintenance Employee Model - Non-Trades Competency Points Distribution Table							
MT		SP	Business Drivers	Core Comps	Competency Types*	Pre Requisites	Cumulative Total
	5.1	17	• Completion of Leadership Skillset • Lead small teams/projects as required • Hold Permits • Request Permits				
4	4.2	16	N/A	280	** Undertakes Competency Assessments - Competencies must be of an AQF 2/3/4	MT Level 4.1	1120
	4.1	15	N/A	220	Competencies must be of an AQF 2/3	MT Level 3.2	840
3	3.2	14	N/A	220	Competencies must be of an AQF 2/3	MT Level 3.1 + all Core competent/ advanced courses complete	620
	3.1	13	N/A	200	Competencies must be of an AQF 2/3	MT Level 2.2 + one of scaffolding/ rigging.	400
2	2.2	12	N/A	200	Competencies must be of an AQF 2/3 level	MT Level 4.1 + all Core intro courses complete	200
	2.1	11	Site Induction WorkCover General Induction New Starters Induction Behavioural Safety Support Point Modules		N/A	MT Level 1.2	
1	1.2	10			N/A	MT Level 1.1	
	1.1	9					

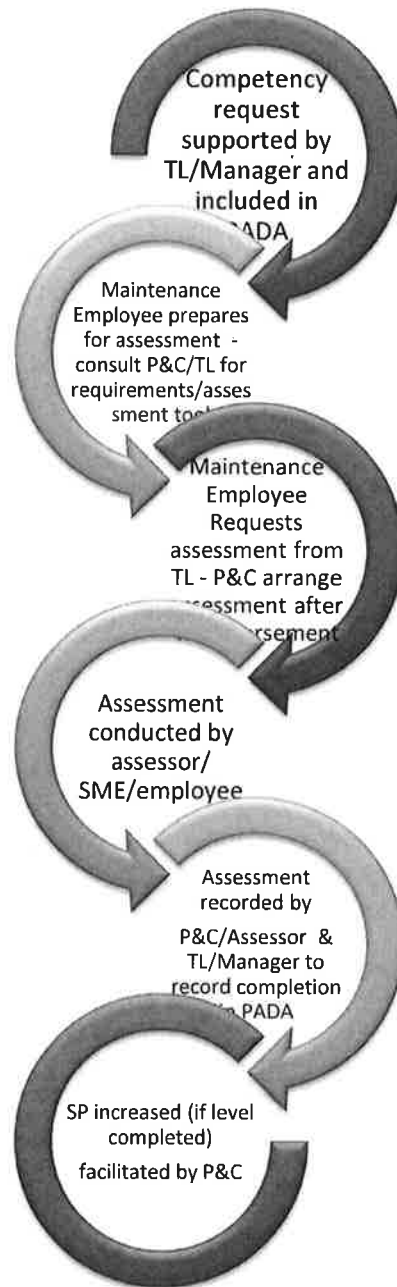
* Note competencies not found in the nominated list can be sourced by a ME and counted towards their elective points on any given level, provided they comply with the minimum AQF requirements of that level and the competency addresses a business need

Appendix C - MEM Business Drivers Table

MTM - Business Drivers																		
MT	Safety	P T S	A Q F	Quality Systems	P T S	A Q F	Communication	P T S	A Q F	Environment	P T S	A Q F	Business systems	P T S	A Q F	Leadership	P T S	A Q F
6	6.2 BSBWHS009A Ensure a safe workplace	60	5	UEPOPS507A Conduct project management	60	5	BSBINNS02A Build and sustain an innovative work environment	50	5	UEPOPS504A Develop implement and monitor environmental management systems	60	5	BSBWORS01B Manage personal work priorities and professional development	60	5	TAEASS502B Design and develop assessment tools	50	5
	6.1 UEPOPS501B Manage OHS policy and procedures	40	5	UEPOPS509A Manage quality control procedures	40	5							UEPOPS505B Produce maintenance strategies for generation production plant	80	5	TAEDEL404B Mentor in the workplace TAEASS402B Assess competence	50 40	4 4
5	5.2			UEPOPS416B Monitor the implementation of the enterprises production/maintenance quality control procedures	20	4	UEPOPS450A Coordinate effective workplace communication	40	4				UEPOPS425B Produce maintenance plans for generation production plant	30	4	UEPOPS440B Coordinate team activities	30	4
	5.1 UEPOPS453A Monitor OHS policy and procedures compliance	30	4							UEPOPS417B Monitor and implement environmental plans and procedures	20	4	UEPOPS439B Plan and organise work	30	4			
4	4.2			UEPOPS337B Maintain quality control systems within the team	20	3	UEPOPS338B Facilitate effective workplace communication	20	3				BSBWORS01B Organise personal work priorities and development	40	3	TAEDEL301A Provide work skill instruction	40	3
	4.1 UEPOPS364A Ensure compliance with OHS policy and procedures UEPOPS301B Conduct single energy source isolation procedures for permit to work	20 40	3 3				UEPOPS203B Operate and monitor communication system	20	2									
3	3.2 UEENE101A Apply OHS regulations, codes & practices in the workplace CPCCCM1006A Work safely at heights	20 20	2 2	UEPOPS202B Apply quality systems to work	20	2	BSBCM201A Communicate in the Workplace	20	2	UEPOPS356B Apply environmental and sustainable energy procedures	20	3	UEPOPS204B Maintain and utilise records	20	2			
	3.1 Site Induction WorkCover General Induction New Starters Induction Behavioural Safety Support Point Modules																	

Appendix D - Process Flowchart

Competency Assessment Process Flowchart



Appendix E – Competency Assessment Terminology

Assessment is the process of collecting evidence and making judgements on whether competence has been achieved. This confirms that an individual can perform to the standard expected in the workplace as expressed in the endorsed training packages or competency modules that make up the MEM and associated tertiary courses of study.

Typically, the training packages or modules that make up the MEM will describe:

Prerequisite or co-requisite units: Identifies other units of competency that must be achieved before or in conjunction with the unit.

Application of the unit A brief description of how the unit is practically applied.

Elements of competency Outcomes that contribute to the overall unit, ie building blocks of the unit expressed in outcome terms.

Performance criteria Statements for each element expressing what workplace activity is to be done and the required level of performance.

Required skills and knowledge The broad underpinning skills, and specialist and general knowledge necessary for competent performance.

Range statement The range of contexts and conditions within which the work is to be performed, and detailed information on terminology and requirements set out in the performance criteria.

Evidence guide Helps with the interpretation and assessment of the unit and contains:

- an overview of assessment in the industry context;
- critical aspects to be considered for assessment and the evidence required to demonstrate competence;
- the context of, and any specific resources required for assessment;
- suggested methods of assessment; and
- any further guidance information for assessment.

Evidence is the information gathered which, when matched against the requirements of the unit of competency, provides proof of competence. Evidence can take many forms and be gathered from a number of sources as shown in the diagram below.

Types of Evidence		
Direct, for example: <ul style="list-style-type: none"> • direct observation; • oral questioning; and • demonstration of specific skills. 	Indirect, for example: <ul style="list-style-type: none"> • assessment of related work quality; • review of previous work undertaken; and • written tests of underpinning knowledge where appropriate. 	Third party, for example: <ul style="list-style-type: none"> • Licences obtained, or tertiary course results; • reports from supervisors; • work orders or logbook; and • examples of reports or work documents.

No single form of evidence is better than another. Acquiring quality evidence is a requirement of the MEM and must meet the guidelines below:

- **Valid** Relates to the unit(s) of competency appropriately;
- **Sufficient** Provides enough evidence to make a judgement about the competence of the individual and meets all the evidence requirements for the unit of competency.
- **Current** Is recent enough to show that the skills and knowledge are still able to be applied to a current work situation.
- **Authentic** Is the individual's own work.

Assessment plans

Assessment plans (check lists) are to be developed and used as part of the assessment process. Assessment plans are provided to ME's at the start of the competency assessment process.

They can also be referred to in the case of an appeal.

Assessment plans should contain the following information:

- what will be assessed, ie the units of competency;
- how assessment will occur, ie the methods that will be used;
- the criteria for decision making, ie those aspects that will guide judgements; and
- where appropriate, any supplementary criteria used to make a judgement on the level of performance.

The following information will be communicated once assessment has been endorsed by the Team Leader and PaC have been notified:

- when the assessment will occur;
- where the assessment will take place, ie the context of the assessment;

Modules for Assessor Cluster

Assessor Skillset

TAEASS401B	Plan Assessment Activities and Processes
TAEASS402B	Assess Competence
TAEASS403B	Participate in Assessment Validation
TAEDL301A	Provide Work Skill Instruction

Appendix F

Maintenance Leading Hand Role – Work Statement

Background

The Leading Hand role supports the Team Leader carrying out their responsibilities to manage large workshop teams and developing future Team Leaders through exposure to managing the day to day Workshop activities. The nominated Leading Hands are expected to be senior tradesperson, who will benefit from further responsibility, professional knowledge and leadership experience to fulfill future Team Leading roles. The Leading Hands are expected to be the primary pool of staff for Acting Team Leader responsibilities. The ultimate supervisory & safety responsibilities remain with the Team Leader.

Primary Purpose of Position

Assist the Team Leader in carrying out the day to day duties of running the workshop. The focus is expected to be on small team management and supporting the largest and most complex maintenance and repairs tasks, with a smaller focus on administrative tasks. The Team Leader may also direct the Leading Hand to conduct other priority tasks as required on a day to day basis e.g. carrying out short duration maintenance tasks, such as valve nip ups, filter changes etc.

Scope of Duties

This is the range of duties from which a Leading Hand may be directed to conduct selected tasks (not all) by the Team Leader, as workshop business need require.

Assist Team Leader in maintaining expected safety standards within the workshop.
Assist Team Leader with investigating weekly planned and Break-in work and redirecting staff at the team leaders direction.
Assist Team Members in the completion of their allocated work.
Act as the Team Leader in their absence or out of hours, when required
Assist in creating RFA's in the Nisoft System and assisting with Team Nisoft issues, when required.
Assisting with TBRA process where required from time to time.
Assist Team Leader in the labour costing, time keeping procedures and production of Daily Logs, when required.
Manage small teams for major repairs or projects within the workshop.
Carry out maintenance tasks of limited duration as required.

APPENDIX 5

MANAGING IMPAIRMENT AT WORK METHODOLOGY

1.0 PRELIMINARY

EnergyAustralia NSW's Occupational Health & Safety Management System requirements are based on the core elements specified under OHSAS 1800:2007 Occupational Health and Safety Management Systems – Requirements (*OHSAS18001:2007*).

This EnergyAustralia NSW Methodology:

- details the EnergyAustralia NSW site Occupational Health & Safety Management System requirements. The documents referred to in this document as varied from time to time, are relevant to the Occupational Health and Safety Management System and do not form part of this Agreement.

1.1. Title

This Methodology is titled "Managing Impairment at Work".

1.2. Objectives

The Managing Impairment at Work Methodology has primarily been developed to assist people in modifying their behaviour and providing assistance, counselling and rehabilitation.

The objective of this Methodology is to promote workplace safety. This supports the management of impairment in several areas including:

Responsibilities:

- workers, contractors and visitors in managing their own fitness for work;
- Leaders and Leads in the management of impairment of staff; and contractors and visitors.

Procedures in regard to monitoring impairment:

- pre-employment drug screening,
- impairment self-assessment, and
- alcohol and drug testing.

Procedures to be followed when an employee's work performance is affected by impairment; and

Procedures to be followed in assisting workers with issues that affect impairment.

1.3. Scope

This Methodology applies to all workers, contractors and visitors on EnergyAustralia NSW sites or where EnergyAustralia NSW is in control of work in other locations and is to be viewed as a "one in all in" approach.

1.4. Definitions

Accredited Collection Agency - is an accredited organisation which assumes professional, organisational, educational and administrative responsibility for collection, initial testing if applicable, storage and dispatch of the oral fluid specimen.

Approved Officer – is an EnergyAustralia NSW worker who is authorised to undertake functions described in this Methodology. Workers name, title and functions shall be defined in the EnergyAustralia NSW Table of Approved Officers.

Australian Standards – referred to in this Methodology are as follows:

- (a) AS/NZS 4308 – 2008 Procedures for Specimen Collection and the Detection and Quantitation of Drugs of Abuse in Urine – This will apply for Pre-employment Screening only;
- (b) AS 3547 – 1997: Breath Alcohol Testing Devices for Personal Use.

BAC means - blood alcohol content (g/100mL)

Confidential Information - is private or personal information related to an employer, worker or contractor and is in accordance with the relevant Australian Privacy Legislation.

Confirmation Testing - means retesting a sample in a laboratory, in accordance with Australian Standard AS4760 - 2006: Procedures for Specimen Collection and the Detection and Quantitation of Drugs in Oral Fluid, to verify an on-site test result.

Confirmed Positive result for alcohol – Using a breath testing device, a positive result corresponds to a level of blood alcohol content as follows:

BAC greater than 0.02 All EnergyAustralia NSW workers, contractors and labour hire workers.

EnergyAustralia NSW Representative - is an Occupational Health and Safety Staff member selected for the purposes of impairment testing.

Drugs - (including alcohol) – in the context of this Methodology means any substance, which may impair fitness for work. For example this may include amphetamines, barbiturates, benzodiazepines, cannabinoids, cocaine, LSD, methadone and opiates, over the counter and prescription medication.

Employee Assistance Program - (EAP) – is a counselling service provided by EnergyAustralia NSW which is free, voluntary and confidential. It provides assistance to workers to deal with personal, family and/or work issues.

Fatigue - is a physical condition that can be reached when an individual's physical or mental limits are reached. This can happen following physical or emotional exertion, inadequate or disturbed sleep or illness by a profound lack of energy, feelings of muscle weakness, and slowed movements or central nervous system reactions.

Fitness for Work / Fit for Duty - means that an individual is in a condition (physical, mental and emotional) which enables them to carry out their assigned tasks competently and in a manner which does not threaten the safety or health of themselves or others.

For-Cause Testing - is testing conducted as a result of observed unusual or erratic behaviour or for a breach of this Methodology.

Impairment - disruption and/or reduction in the body's normal physiological or psychological functioning. For this Methodology, impairment is the result of one or a number of the following factors:

- Fatigue;
- Anxiety;
- Illness and medical conditions;
- Consumption of alcohol;
- Consumption of medication (prescribed and misused);
- Consumption of illegal drugs.

Impairment Representative - the WHS&E Committee represents workers and is responsible for advising Management on Impairment matters including procedures

and appropriate testing methodologies and the implementation and ongoing improvement to this document.

Non-Negative Result - is a preliminary test result which indicates the presence of a drug or alcohol referred to in this Methodology and has not been confirmed by a testing laboratory.

Peak Work Periods – is planned or unplanned outages and/or major works where worker numbers are significantly increased.

Referee Specimen (RS) - A separate container of the collected second specimen or an additional specimen collected at the same time as the second specimen, which is sealed at the point of collection and subsequently transported and securely stored at the confirmatory testing laboratory for analysis in the event of a disputed analysis.

Target Concentration - A concentration, that is sufficient for the equipment to recognise the presence of drugs in the donor.

Class of Drug Target Concentration	ng/mL
Opiates	50
Amphetamine-type stimulants	50
Δ 9-tetrahydrocannabinol (THC)	25
Cocaine and metabolites	50

NOTE: The concentrations presented in the table above represent the undiluted oral fluid concentration that would cause a person to be impaired. Concentrations below the target concentrations listed in the table above will not be detected by the oral testing equipment.

2.0 GENERAL

This Methodology has been developed to address the risks of workers attending work or coming onto an EnergyAustralia NSW site in an impaired state. Causes of impairment are described in the EnergyAustralia NSW Causes of Impairment Guideline.

This Methodology recognises that impairment is caused by one or a number of factors that impact on all workers and has developed a hierarchy of controls to ensure the issues are properly managed. This is summarised in the table below in the order of effectiveness.

Controls	When	Comments
Self-Management	Continuous – this includes time in and out of work hours.	Self-management is considered to be the most effective method of managing impairment in the workplace due to the complexity of factors contributing to it. The individuals' ability to manage their impairment levels are addressed in this Methodology by increasing awareness of impairment through training, communication of EnergyAustralia NSW's Methodology, providing tools that indicate a person's level of impairment and providing assistance to people who are affected by issues that increase impairment.
Supervisor Observation	Ongoing during shift	An individual's level of impairment can alter during the course of a shift and can therefore be readily observed and managed by supervisory staff. Refer to EnergyAustralia NSW Fatigue Risk Assessment Form.
Observation	Ongoing during shift	Informal observation may be utilised to identify symptoms of impairment.
Drug Screening	Pre-employment – Pre Engagement of contractors	Is an approved testing procedure that detects the presence of drugs and/or alcohol in a urine sample. This is mandatory for all potential workers as part of their pre-employment medical. Refer 9.1 of this Methodology. Prior to the engagement of a contractor, the contractor shall demonstrate evidence of a comparable process.
Breathalyser - Alcohol Saliva - Drug	Random	This is an approved testing procedure which detects the presence of drugs and/or alcohol. This testing procedure utilises either a breath test for alcohol, or a saliva sample for the detection of drugs. This control is designed to discourage the consumption of substances during the shift as it is carried out on a random basis. See 9.4 of this Methodology for details.
Breathalyser - Alcohol Saliva - Drug	Self-Testing	Workers will have facilities and equipment made available for them to self-test. This process allows people to test themselves to determine if they are impaired and shall be undertaken in confidence.

Controls	When	Comments
Breathalyser - Alcohol Saliva - Drug	For-cause	This is the same testing procedure as described above, however, it is used when there is cause for suspicion that a person is affected by drugs or alcohol.

EnergyAustralia NSW shall support the WHS&E Committee to review the implementation of this Methodology and monitor available technologies for the management of impairment. They will also provide recommendations on training, sampling frequency and improvements to the processes adopted.

Onsite drug and alcohol testing shall be conducted during normal rostered working hours.

To enable EnergyAustralia NSW to effectively manage impairment, all EnergyAustralia NSW workers and visitors must participate in the implementation of this Methodology.

People unwilling to participate in these requirements shall not be permitted to enter EnergyAustralia NSW sites. (Refer to section 12 - Non-Conformance, Appeals and Disputes).

If a worker or his/her representative believes that the application of this Methodology is resulting in unreasonable or unfair consequences, the matter will be raised and dealt with under the Grievance and Disputes Clause of the EnergyAustralia NSW (Mount Piper Operations) Employees Enterprise Agreement 2018.

3.0 RESPONSIBILITIES

3.1. Head of Mt Piper

The Head of Mt Piper shall ensure that:

- the appropriate resources are made available to implement the requirements of this Methodology;
- consultative and review mechanisms, described in the Methodology, have been implemented;
- Standards are implemented to ensure that health information is managed appropriately.
- equipment described in this Methodology if available;
- they maintain confidentiality and privacy of information collected as part of this Methodology in accordance with the relevant Australian Privacy Legislation.
- appropriate impairment training and educational programs are implemented;
- impairment is considered when projects, maintenance and shifts are being designed; and
- the WHS&E Committee has appropriate representation and support including an Impairment representative.

3.2. Approved Officers

The Approved Officers shall:

- undertake activities assigned to them in accordance with this Methodology, and
- maintain confidentiality.

3.3. WHS&E Committee

The WHS&E Committee shall:

- monitor progress of Impairment Management, and
- represent and report back to workers and Management on impairment issues, and
- ensure an Impairment representative is included in the membership of the meeting.

3.4. Head of HSSE

The Head of HSSE shall ensure that:

- this Methodology aligns with OHS legislation, relevant Australian Standards and industry standards;
- the appropriate Employee Assistance Program (EAP) arrangements are in place;
- the requirements of this Methodology are included in EnergyAustralia NSW's Site Induction; and
- appropriate arrangements are in place for testing described in the Methodology.

3.5. Safety Leader

The Safety Leader is responsible for ensuring this Methodology is complied with and for advising the Head of HSSE of any non-compliances.

3.6. Leaders and Leads

The Leaders and Leads shall:

- review the compliance to this Methodology by teams and contractors under their control;
- ensure this Methodology is applied fairly and consistently;
- develop shift patterns that minimise fatigue and monitor staff involved with shift work and overtime;
- ensure that contractors are advised of EnergyAustralia NSW's Impairment requirements and ensure these are addressed in their Site Specific Safety Plan;
- take appropriate action whenever they believe an individual is impaired and not Fit For Duty (i.e. Observe staff during the shift for possible signs of impairment and take appropriate action whenever they believe an individual is impaired and are unable to undertake their duties safely.)
- manage non-conformance to this Methodology including guidance, counselling, referral or disciplinary action; and
- maintain appropriate confidentiality and privacy for all health and impairment information.

3.7. Contract Administrator

Contract Administrators shall:

- Ensure that the contractors under their charge have implemented EnergyAustralia NSW's Impairment Methodology and routinely review and monitor the contractor's Impairment Testing Program to ensure its conformance to EnergyAustralia NSW's approved Impairment Management requirements.

3.8. EnergyAustralia NSW Workers and Contract Workers

Workers shall:

- manage activities, at work and in private time, to ensure they are Fit For Duty and not impaired at work;
- monitor their own levels of impairment and discuss with their Leader as necessary;
- participate in random drug and alcohol testing if selected or if required by the for-cause provision of this Methodology; and
- inform their Leader if they observe other workers displaying signs of impairment, acting unsafely, consuming or possessing alcohol and/or drugs on site.

3.9. Visitors

Visitors shall:

- be advised of Impairment requirements as one of the conditions of entry to a EnergyAustralia NSW site; and
- participate in a drug and/or alcohol test if selected via random sampling or if required by the for-cause provision of this Methodology.

Note - Children, including those on tour groups, will be excluded from drug and alcohol sampling.

3.10. EnergyAustralia NSW Representative for Impairment Testing

For the purpose of this Methodology, EnergyAustralia NSW OHS staff shall undertake the following functions:

- provide support to the person being tested,
- be a witness to the process of Impairment Testing, and
- be willing to provide evidence in the event of a dispute if it is required.

4.0 ASSISTANCE TO WORKERS FOR IMPAIRMENT RELATED ISSUES

EnergyAustralia NSW shall take all reasonable steps to assist workers with personal issues that may impact on their fitness-for-work.

However, as a result of workplace drug and alcohol testing, if worker with a dependency is identified and that person then refuses to participate in rehabilitation processes, they may be subject to disciplinary action.

Note: EnergyAustralia NSW will not tolerate:

- illegal activity;
- the possession, sale, distribution or consumption of illegal drugs on site;
- inappropriate distribution and/or consumption of prescription medication;
- the possession, sale or distribution of alcohol on site; and
- the consumption of alcohol on site, without consent of the Head of Mt Piper.

The above points are subject to EnergyAustralia NSW's disciplinary procedures.

4.1. Employee Assistance Program (EAP)

EnergyAustralia NSW shall engage a specialist organisation to provide Employee Assistance Services.

EAP Counselling shall be available for a wide range of issues which may include:

- alcohol/drug abuse,
- emotional stress,
- marriage/relationship/family issues,
- financial or legal concerns,
- interpersonal conflicts,
- physical disabilities,
- health matters, and
- retirement matters.

Note: The use of EAP does not remove or reduce the Leader's responsibilities to deal with impairment related issues.

4.2. On-site Assistance

EnergyAustralia NSW is committed to providing assistance to workers who may be experiencing issues that contribute to their impairment whilst at work on EnergyAustralia NSW sites.

It is acknowledged that there are many factors that contribute to impairment. Each matter should be managed on a case-by-case basis. The following should be considered when completing the Impairment Risk Assessment Forms (Fatigue, Alcohol or Drugs):

- allocation of appropriate duties;
- provision of leave;
- referral to specialist(s) or programs;
- access to appropriate facilities, services and/or workers; and
- approval of temporary shift changes, shift patterns and/or working hours.

5.0 FATIGUE RISK MANAGEMENT

5.1. Identification of Fatigue

The Fatigue Risk Assessment shall be completed in accordance with this Methodology.

During the course of work, fatigue recognition assessments shall be undertaken as required by the Leader in accordance with the EnergyAustralia NSW Fatigue Recognition Checklist.

5.2. Mandatory Fatigue Control Measures

For details of mandatory fatigue control measures, refer to page 16 of this Methodology.

5.3. Fatigue Control Measure Guidelines

For details of mandatory fatigue control measures, refer to page 16 of this Methodology.

5.4. Management of Contractor Fatigue

Provisions for the appropriate management of fatigue including shift patterns and scheduling shall be included in contract specifications for the contractors to include in their Site Specific Safety Plan. This shall be approved and compliance verified as

described in the relevant Management of Contract, Contractor and Service Provider Occupational Health and Safety document.

6.0 ALCOHOL TESTING

Alcohol testing will be conducted in accordance with the testing equipment manufacturer's instructions. Alcohol testing will be undertaken by an external provider or EnergyAustralia NSW Approved Officer with appropriate qualifications and competencies.

This procedure is described in the EnergyAustralia NSW Alcohol Testing Procedure.

7.0 DRUG TESTING (Saliva)

Drug (saliva) testing will be conducted in accordance with the testing equipment manufacturer's instructions. Drug testing will be undertaken by an external provider or EnergyAustralia NSW Approved Officer with appropriate qualifications and competencies.

This procedure is described in the EnergyAustralia NSW Detection of Drugs in Saliva Testing Procedure.

8.0 TESTING CONDITIONS

EnergyAustralia NSW shall ensure that the appropriate facilities are provided for persons undertaking saliva drug testing, to take into account an individual's privacy and dignity.

Testing will be conducted in accordance with the testing equipment manufacturer's instructions. Random Drug Testing will be undertaken by an external provider with appropriate qualifications and competencies.

Random Alcohol testing shall be undertaken by an Authorised Officer or by an external provider with appropriate qualifications and competencies.

Persons selected for testing may request a support person be present.

A number of EnergyAustralia NSW Approved Officers shall be trained to conduct "For-Cause" drugs and alcohol testing.

9.0 TESTING PROCESSES

9.1. Pre-employment Drug Testing

Persons applying for a position with EnergyAustralia NSW shall be required to undergo a drug urine screening as part of the recruitment process.

This service shall be provided by an appropriately qualified external Service Provider.

Results of the Drug Screening shall be forwarded to the applicant.

Where an applicant is successful, after the review of the Drug Screening results, the original Drug Screening documentation will be held by EnergyAustralia NSW in accordance with the relevant Australian Privacy Legislation.

Provisions for the management of drug and alcohol screening shall be included in contract specifications for the contractors to include in their Site Specific Safety Plan. This shall be approved and compliance verified as described in the relevant Management of Contract, Contractor and Service Provider Occupational Health and Safety document.

9.2. Daily or Random Impairment Testing

Refer to sections 6.0, 7.0 and 8.0 above and 9.4 below.

9.3. Self-Testing

Drugs and alcohol self-testing can be undertaken at any time by contacting one of EnergyAustralia NSW's Approved Officers. Testing conducted under this clause shall be done confidentially and with anonymity.

Self-test equipment is available at Mount Piper in the main carpark (on external wall under awning of old credit union building) and/or at request from Safety Officers.

9.4. Random Testing

Alcohol or drug testing may be conducted at any time, without prior notice, by the test provider. Any person at the site may be requested to complete a test, including management, workers, contractors or visitors.

Drug and alcohol testing will be increased in peak work periods.

A target sampling rate of 10% of total staff at the EnergyAustralia NSW controlled sites on the day of testing. (E.g. If 200 people were on site at Mt Piper for an outage, and random testing occurred, the target number of people to be sampled would be 20).

Data from drug and alcohol testing will be reviewed by the Impairment representative(s) and Safety Leader (or delegate) who will analyse and make further recommendations regarding the testing frequency.

The process for random selection of persons for testing is as follows:

- a random number generator will be used. Each power station site security will produce a list of names of people who are recorded as being on site;
- the list will be developed from information drawn from the EnergyAustralia NSW's security system;
- the list will be in alpha-numerical order;
- numbers drawn from the random number generator will be matched to the numbers on the alpha-numerical list. The persons identified through this process will then be requested to complete a drug and/or alcohol test;
- a worker representative will be nominated by the relevant Approved Officer at the work site to witness the random number selection process;
- Leader to ensure team member selected for test are informed and attends testing area (not necessarily accompany them).
- no individual or individual work group will be targeted by random drug or alcohol testing.

9.5. For-Cause Testing

Any person who has reason to believe that a worker, a contractor's worker, or visitor is in a state of intoxication or under the influence of drugs, will immediately notify their Leader or an EnergyAustralia NSW Authorised Officer.

In the case of a worker, the person will be accompanied by their Leader and, if requested, an on-site worker representative, to the drug and alcohol testing location as determined by the Authorised Officer, for testing in accordance with this Methodology.

Note: Unusual or out-of-character behaviours do not necessarily indicate being impaired by alcohol or other drugs. They may also indicate an underlying medical condition, i.e. stroke, heart condition, low blood sugar etc. Where there is any doubt that the symptoms presented may be medically related, the person should be referred to a medical practitioner for assessment.

In the case of a visitor presenting who is suspected of being under the influence of drugs or alcohol, they shall be requested to leave the site. (Under certain circumstances testing may be required if their presence is necessary).

In all cases, all care and assistance must be afforded to the individual to ensure that they are not put at additional risk and are treated with respect and dignity at all times.

All allegations shall be investigated and deliberate false or misleading allegations will be subject to disciplinary action.

For-Cause testing may be used to determine if drug and alcohol were a contributory factor to an incident where;

- there is a legislative requirement to do so (vehicular accident) or,
- there is reasonable evidence to indicate that drug and alcohol is a factor or,
- concern is raised by persons involved with or witness the incident or, and
- the person/s involved would like to remove any suspicion that drugs or alcohol were a contributing factor.

10.0 TEST RESULTS

10.1. Non-Negative Test Result

In the event that a non-negative result is recorded from the saliva drug test, a person may request to undertake a second test within 30 minutes.

If the result of the second saliva test returns a non-negative result, the person will be given the opportunity to discuss the result with the Service Provider to determine if the results may have been due to substances being taken to treat a medical condition.

If there is cause to believe that the non-negative result is caused by the use of appropriate medication then the person shall be required to complete the relevant Alcohol or Drugs Risk Assessment Form noting the medication suspected of causing the non-negative result. This shall be undertaken by their Leader or OHS Officer to determine their fitness for work and any control measures required.

If no explanation can be given the relevant Alcohol or Drugs Risk Assessment Form will be completed by a representative of management noting all signs, symptoms and details. The person will be transported home and will be marked as Special Leave and will not be allowed to return to site until the outcome of Confirmation Testing has been received.

10.2. Confirmation Test

If a person returns a non-negative result to an on-site saliva drug test(s) and has not declared that they are taking prescribed medication, they shall not be permitted to enter or remain at the workplace and are required to provide a second specimen to confirm the initial result.

The Service Provider will obtain a saliva sample as soon as practical after the non-negative result of the initial on-site saliva drug test.

A Chain-of-Custody Form is to be completed by the Service Provider and the Donor for all confirmatory and referee specimens that are dispatched by the Service Provider.

The confirmatory and referee specimens will be dispatched to the testing provider's laboratory for analysis in accordance with the relevant Australian Standard.

The Service Provider shall ensure the confirmatory specimen is suitable for all required laboratory testing to be performed, including the provision of a separate referee specimen.

The referee specimen is to be tested in the event of additional laboratory analysis being required or requested by the individual under appeal.

The referee specimen will be stored in accordance with the relevant Australian Standard, at the testing provider's laboratory and shall remain the property of the Donor until the expiry of the appeal period or a lodged appeal has been settled.

Following expiration of the appeal period (refer to section 12.0 Non-Conformance, Appeals and Disputes), the referee specimen will be destroyed in accordance with the testing provider's procedures and without reference to the Donor or EnergyAustralia NSW.

Where Confirmation Test Results return a positive drug result, the person shall be notified of the results, offered EAP services and advised that their leave status will be changed to Sick Leave. They will not be permitted to return to their normal duties on site until they undergo an approved drug test, which may be at their own expense and return a negative result.

The person may be required to enter into agreed arrangements prior to their return to work.

In the event that the explanation provided at the time of taking the Confirmation Test is inconsistent with the test results, this matter shall be subject to further Management review and disciplinary action may result.

11.0 ALCOHOL TESTING

11.1. EnergyAustralia NSW Workers

Where an alcohol test gives a reading in excess of 0.02g/100mL, a second test shall be undertaken after 10 minutes but no greater than 60 minutes.

Where the second test gives a reading in excess of 0.02g/100mL, the person shall be informed that the alcohol test returned a positive BAC result and will be offered an opportunity to explain why the result may have occurred.

Where a second alcohol test returns a positive BAC result, the following action shall be taken:

- the person determined to be not Fit For Duty i.e. above alcohol limit, then Alcohol Risk Assessment Form will be completed by Safety Leader or Authorised Officer and the worker shall be escorted from site and arrangements made for the person to be transported to their home address;
- the person's Leader shall be advised and requested to mark the worker's time sheets as "Sick Leave"; and
- the worker shall not be permitted to return to work until the worker undertakes an alcohol test and it returns a result of zero.

11.2. Contractor Workers

Where an alcohol test gives a reading in excess of 0.02g/100mL, a second test shall be undertaken after 10 minutes but no greater than 60 minutes.

Where the second test gives a reading in excess of 0.02g/100mL, the person shall be informed that the alcohol test returned a positive BAC result and will be offered an opportunity to explain why the result may have occurred.

Where a second alcohol test returns a result in excess of 0.02g/100mL, the following action shall be taken:

- the person shall be escorted from site by their Site Manager and arrangements made for person to be transported to their home address at the Contractor's cost; and
- the contractor's worker shall not be permitted to return to work until the person undertakes an alcohol test and it returns a result of zero.

12.0 NON-CONFORMANCE, APPEALS AND DISPUTES

12.1. Refused Test and/or Intentional Leaving of the Test Site at the Time of Testing

Workers who refuse to undergo, drug or alcohol testing stated in this procedure (initial screening, confirmatory or return to work) shall be firstly reminded of their obligations to comply with the direction to undergo the test. In the event that a person still refuses testing, they will be required to leave site. In these circumstances, the person refusing testing will not be permitted to return to their normal duties on site until they undergo an approved drug test, which may be at their own expense and must return a negative result.

EnergyAustralia NSW will ensure that workers fully understand the consequences of refusing to undertake a test and will be provided with appropriate advice.

Personnel who refuse testing or intentionally avoid testing shall have their access to EnergyAustralia NSW's workplace withdrawn. A person, who after being notified of their requirement to be tested, intentionally leaves the EnergyAustralia NSW workplace to avoid being tested, will not be permitted to return to their normal duties on site until they undergo an approved drug test, which may be at their own expense and return a negative result.

Contracting workers or visitors who refuse testing or intentionally avoid testing shall have their access to EnergyAustralia NSW's workplace withdrawn.

The person may be required to enter into agreed arrangements prior to their return to work.

12.2. Tampering

Where a person undertakes a test for another person, those involved shall be considered to have wilfully disobeyed EnergyAustralia NSW's safety requirements and shall be subject to EnergyAustralia NSW's disciplinary procedures.

A worker who provides a substituted specimen or interferes with a saliva specimen in an attempt to prevent detection of a drug shall be considered to have wilfully disobeyed EnergyAustralia NSW's safety requirements and shall be subject to disciplinary action.

Any visitor under reasonable suspicion regarding the substitution of or tampering with a saliva specimen shall be removed from the workplace. The provision of a further specimen from the visitor is required before entry to the workplace will be considered.

A contractor or visitor who attempts to substitute or tamper with a sample shall have their access to an EnergyAustralia NSW workplace withdrawn.

The donor and collector shall witness, at all times, the collection and, if applicable, initial testing until labelling and sealing of the specimen(s) is complete.

The collector shall adopt an accepted process to ensure the risk of interference and adulteration of collected saliva specimen(s) is minimised.

If the testing laboratory confirms the presence of an adulterated substance within the specimen, the specimen will be classified as invalid for further testing.

12.3. Appeal of a Confirmed Positive Result – Drug Testing

If a person disputes a confirmed positive result, the person shall have a period of 14 days to appeal following receipt of written notification of the result.

A written notice of appeal must indicate whether the person wishes to request that the testing provider or a different forensic standard testing provider test the referee specimen.

A worker will not be disadvantaged until the final outcome of the appeal process is reached

If the referee specimen has been deemed invalid then the confirmatory result will be deemed invalid and treated as a negative result.

Failure by the worker or their representative to lodge an appeal within the 14 day appeal period is considered to be the equivalent of no appeal being lodged.

The referee specimen shall be analysed in accordance with the relevant current Australian Standard.

The worker requesting confirmatory testing of the referee specimen shall meet the costs of the confirmatory test except where the referee specimen confirmatory test result is negative or invalid. EnergyAustralia NSW will pay upfront the costs of testing in this instance with the employer to recover costs (payment arrangements to be agreed) if the test is positive.

A positive confirmatory test of the referee specimen will be treated in accordance with procedures for confirmed positive results as detailed in section 10.0.

A negative or invalid confirmatory test result for the referee specimen will be treated in accordance with procedures for confirmed negative result as detailed in section 10.0.

13.0 UNFIT FOR DUTY

If an individual is requested to leave the premises because a test has returned a non-negative result, and they refuse to do so, then EnergyAustralia NSW reserves the right to call the police to assist with their removal.

Immediately following the incident, the leader is to prepare a report in consultation with others involved, with all information including dates, times, witnesses, person's behaviour and condition, quoting comments made by the person. The team leader shall forward the report to their Leader. The Leader will arrange for the worker to be interviewed on their return to work.

If appropriate, the person shall be offered confidential assistance as part of the Employee Assistance Program.

NOTE: In considering whether a worker is Unfit for Duty, Leaders and workers should be aware of the symptoms created by alcohol and drugs. Refer to the WorkCover publication "Alcohol and Other Drugs in the Workplace – Factsheet" which details these factors and symptoms.

14.0 FOUND CONSUMING OR IN POSSESSION

If a worker is found consuming, misusing prescription drugs or being in possession of alcohol or illegal drugs at work, the following points are guidance as to the actions to be taken:

- where possible, a witness to the incident should be present;
- the worker's Leader shall be advised immediately;

- the Leader shall immediately question the worker consuming or in possession of uncontrolled drugs to determine the circumstances of the drug use. This should include confirmation of the nature of the substance;
- the Leader shall ensure that material relating to any possible disciplinary action is not removed, hidden or destroyed;
- a full report is to be prepared as soon as possible by the Leader;
- the Leader will undertake an investigation in accordance with the relevant Discipline procedure; and
- if a worker is found administering or in possession of illegal drugs, or is dealing therein, the matter shall be referred to the police.

15.0 MEDICINES

Some prescription and over-the-counter medications can cause a non-negative result at the on-site test and a positive result in the laboratory analysis.

All persons using such medications are obliged to discuss the risks of such an occurrence and their ability to work safely while using the medication with their treating doctor or pharmacist; and to inform their Leader.

In the event that a person using such medications is selected for random or "For Cause" testing and believes that a non-negative drug result or non-negative alcohol result is likely to occur, they must advise the tester.

The following guidelines apply to declared medication usage:

- the individual must declare the medication(s) they are taking on the Drug Testing Form stating the name, dose and time last used and sign the form;
- the drug test will proceed in the normal manner;
- If the test gives a non-negative result, the sample will be sent for confirmation testing together with the associated forms;
- when laboratory analysis confirms the detected substance to be the declared medication then the test record will be destroyed;
- If the analysis confirms a detectable substance that is not the declared medication, then procedures for dealing with a positive result will apply; and
- if a person is regularly taking a medication that is likely to be detectable they are encouraged to obtain a statement from their treating doctor to present to a tester when required.

Copies of the test results are held in confidence by the Safety Leader. However, if there is a potential workplace safety issue related to the declared medication the workers Leader (direct report to Head of Mt Piper) will be notified.

The Safety Leader and worker's Leader shall ensure that all medical and test result information is managed in accordance with the relevant Australian Privacy Legislation.

16.0 RECORDS

All confirmed test results, chain of custody forms and appeals forms will be destroyed after a period of 18 months, if no further confirmed test results are received within this period.

17.0 FATIGUE MANAGEMENT GUIDELINES

The below table provides guidelines for allowable consecutive days of work given shift duration.

Guideline for Fatigue Management														
HOURS & WHEN WORKED	CONSECUTIVE DAYS													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
8 Hr Day Work	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	X			
8 Hr Night Work	✓	✓	✓	✓	✓	✓	✓	✓	✓	X				
10 Hr Day Work	✓	✓	✓	✓	✓	✓	✓	✓	?	?	X			
10 Hr Night Work	✓	✓	✓	✓	✓	✓	?	?	X					
12 Hr Day Work	✓	✓	✓	✓	✓	✓	?	?	X					
12 Hr Night Work	✓	✓	✓	✓	?	?	X							
14 Hr Day Work	✓	✓	✓	✓	✓	?	?	X						
16 Hr Day Work	✓	✓	?	X										
Key	✓	Normal working day												
	✓	Indicates that a risk assessment considering fatigue needs to be completed by Team Leader												
	?	Indicates that a risk assessment with assigned control measures is completed and approved by the Head of the Site or a BU equivalent												
	X	Indicates rest / stand down day(s)												

The risk assessment should take into account the level of risk associated with the tasks being performed.

APPENDIX 6

Mount Piper Local Workplace Flexibility Process Total Salary Package For Shift Leaders and Appointed Shift Generation Officers 1 and 2

1. Preamble

This document sets out the conditions agreed upon between Shift Leaders, appointed shift Generation Officers 1 and 2, and EnergyAustralia Mt Piper Management as previously endorsed by the CFMEU, ETU, PSA, and AIMPE for

the implementation of a Total Salary Package (TSP). This document replaces the "Shift Managers/Western Production 1 June 2007" LWFA and the "Production Western Total Salary Package Operators 18 October 2008" LWFA.

For Shift Leaders this agreement applies to leave accruals from 27 January 2005 or appointment after this date. For appointed shift Generation Officers 1 and 2 this agreement applies to leave accruals from 18 October 2008 plus two weeks of their Long Service Leave balance or appointment after this date.

2. Definition

The TSP is a consolidation of various Enterprise Agreement shift work provisions to a percentage and paid for defined purposes.

The percentage is applied the salary point according to their appointment.

The specific Enterprise Agreement conditions, which are included in the TSP rate, are:

- a) Roster Loading
- b) Shift allowances
- c) Weekend Penalties
- d) Public Holiday Penalties

Other allowances presently paid will continue on the current payment basis.

Overtime will continue to be paid in accordance with Agreement provisions.

3. Rate

A loading of 37.7% will be paid in lieu of the conditions in 3. a) to d) above.

4. Application

The rate is paid for:

- Time worked
- All leave
- "H" days
- Training
- Secondments
- Workers compensation accident pay make-up

5. Long Service Leave

Long Service Leave (LSL) accrued after 27 January 2005 for Shift Leaders or after their appointment date, and for appointed shift Generation Officer 1 and 2 after 18 October 2008 plus two weeks or after their appointment date will be paid at the TSP rate whether taken in service or on termination.

6. Shifts for Superable Salary

The following shifts will be counted for the purpose of determining the loading for superable salary:

- Time worked
- All leave
- Absence on workers compensation

7. Duration

EnergyAustralia NSW will not seek changes to this TSP during the life of this agreement, but may review in future EBA negotiations.

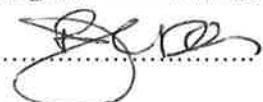
Signatories

For and on behalf of EnergyAustralia NSW Pty Ltd (the Company)

Name: Catherine Tanna
Position: Managing Director
Address: level 33
385 Bourke St
Melbourne VIC 3000

Signature: 

Date: 15/01/2019

Witnessed by: Rebecca Fraser
Witness Signature: 
Witness Address: level 33
385 Bourke St
Melbourne VIC 3000

For and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal,
Plumbing, and Allied Services Workers Union of Australia, Electrical Trades Union of
Australia, New South Wales Branch

Name:

Witnessed by:

Position:

Witness Signature:

Address:

Witness Address:

.....

.....

.....

.....

Signature:

Date:

For and on behalf of the New South Wales Local Government, Clerical, Administrative,
Energy, Airlines and Utilities Branch of the Australian Services Union (US Branch of ASU)

Name:

Witnessed by:

Position:

Witness Signature:

Address:

Witness Address:

.....

.....

.....

.....

Signature:

Date:

For and on behalf of the Association of Professional Engineers, Scientists and Managers,
Australia

Name: MARGARET BUCHANAN


Position: A/S DIRECTOR, NSW
BRANCH

Address: 41/491 KENT ST
SYDNEY NSW 2000

Signature: M Buchanan

Date: 15 / 1 / 19

Witnessed by: Kathleen Studdart

Witness Signature: 

Witness Address: 41/491 Kent ST
Sydney
NSW 2000

For and on behalf of the CFMEU Northern Mining and NSW Energy District

Name:

Witnessed by:

Position:

Witness Signature:

Address:

Witness Address:

.....

.....

.....

.....

Signature:

Date:

For and on behalf of the CPSU, the Community and Public Sector Union (SPSF Group)
NSW Branch

Name:

Witnessed by:

Position:

Witness Signature:

Address:

Witness Address:

.....

.....

.....

.....

Signature:

Date:

For and on behalf of the Australian Institute of Marine and Power Engineers

Name:

Witnessed by:

Position:

Witness Signature:

Address:

Witness Address:

.....

.....

.....

.....

Signature:

Date:

For and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred
Industries Union

Name:

Witnessed by:

Position:

Witness Signature:

Address:

Witness Address:

.....

.....

.....

.....

Signature:

Date:

For and on behalf of the Australian Workers Union, New South Wales

Name:

Witnessed by:

Position:

Witness Signature:

Address:

Witness Address:

.....

.....

.....

.....

Signature:

Date:

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2019/146

Applicant:

EnergyAustralia NSW Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertakings — section 190

I, Rebecca Fraser, Head of HR - Energy & Enterprise for the EnergyAustralia group (which includes EnergyAustralia NSW Pty Ltd) give the following undertakings with respect to the *EnergyAustralia NSW (Mount Piper Operations) 2019 Employees' Enterprise Agreement (Agreement)*:

1. I have the authority given to me by EnergyAustralia to provide these undertakings in relation to the application before the Fair Work Commission.

Definition of shift worker for the purpose of the NES

2. EnergyAustralia undertakes that shift workers who satisfy the criteria in clauses 15.2(b) and 15.3 of the Agreement are shift workers for the purposes of the NES.

Occupational Health Nurses

3. EnergyAustralia undertakes that a person who is engaged primarily to perform the role of an Occupational Health Nurse will be a Professional Officer for the purposes of the Agreement and accordingly paid at a minimum of SP16.

Apprentice rates of pay

4. EnergyAustralia undertakes that the minimum salary point at which Apprentices are paid under the Agreement will increase by two points for each completed year of service.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

28 February 2019