



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

AGL Macquarie Pty Ltd
(AG2020/1165)

AGL MACQUARIE ENTERPRISE AGREEMENT 2020

Electrical power industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 18 MAY 2020

Application for approval of the AGL Macquarie Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *AGL Macquarie Enterprise Agreement 2020 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

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

[3] The Association of Professional Engineers, Scientists and Managers, Australia being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[4] The Australian Institute of Marine and Power Engineers being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[5] The Australian Municipal, Administrative, Clerical and Services Union NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Branch being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[6] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[8] The Community and Public Sector Union being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[9] The Construction, Forestry, Maritime, Mining and Energy Union being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[10] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 25 May 2020. The nominal expiry date of the Agreement is 31 December 2023.



DEPUTY PRESIDENT

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**AGL MACQUARIE ENTERPRISE
AGREEMENT 2020**

AGL MACQUARIE ENTERPRISE AGREEMENT 2020

| | |
|--|----|
| PART ONE: GENERAL PROVISIONS | 3 |
| 1. TITLE OF AGREEMENT | 3 |
| 2. PARTIES TO THE AGREEMENT | 3 |
| 3. DURATION AND RENEGOTIATION..... | 3 |
| 4. INTENT AND SCOPE..... | 4 |
| 5. INDIVIDUAL FLEXIBILITY | 4 |
| 6. RELATIONSHIP TO EXTERNAL DOCUMENTS..... | 6 |
| PART TWO: DEALING WITH WORKPLACE CHANGE AND ISSUES..... | 7 |
| 7. GRIEVANCE AND DISPUTE PROCEDURES | 7 |
| 8. COMMUNICATION AND CONSULTATION | 10 |
| PART THREE: REMUNERATION | 14 |
| 9. SALARIES | 14 |
| 10. SUPERANNUATION | 16 |
| 11. GENERAL PURPOSE ALLOWANCE..... | 17 |
| 12. ACCIDENT PAY..... | 18 |
| 13. POSITION REVIEW | 20 |
| 14. SKILLS, DEVELOPMENT AND TRAINING | 21 |
| PART FOUR: CONTRACT OF EMPLOYMENT | 23 |
| 15. PAYMENT OF SALARIES | 23 |
| 16. POSITION DESCRIPTIONS | 23 |
| 17. WORKING UP TO SKILL LEVEL..... | 23 |
| 18. TYPES OF EMPLOYMENT | 24 |
| 19. TERMINATION OF SERVICE | 26 |
| 20. MOVEMENT OF STAFF BETWEEN SITES | 27 |
| 21. TEMPORARY SECONDMENT | 27 |
| 22. NOTICE OF ABSENCE | 27 |
| 23. HIGHER GRADE WORK AND PAY | 28 |
| 24. REDUNDANCY | 30 |
| 25. DEDUCTION OF UNION MEMBERSHIP FEES..... | 33 |
| PART FIVE: HOURS OF WORK | 35 |
| 26. ORDINARY HOURS OF WORK | 35 |
| 27. ACCRUAL OF DAYS OFF FOR DAY WORKERS..... | 35 |
| 28. TIME OFF IN LIEU OF TIME WORKED | 35 |
| 29. ARRANGEMENTS FOR OVERTIME AND SHIFT WORK..... | 36 |
| 30. SHIFT WORK..... | 37 |
| 31. SHIFT PENALTY | 38 |
| 32. ROSTER LOADING | 39 |
| 33. HANDOVER | 42 |
| 34. OVERTIME – DAY WORK | 43 |
| 35. OVERTIME – SHIFT WORK | 45 |
| 36. MEAL BREAKS – DAY WORK | 48 |
| 37. MEAL BREAKS – SHIFT WORK..... | 49 |
| 38. SHOWERING | 50 |
| PART SIX: OTHER MATTERS AND CONDITIONS OF EMPLOYMENT..... | 51 |
| 39. USE OF CONTRACTORS AND SUPPLEMENTARY LABOUR..... | 51 |
| 40. CLOTHING AND TOOLS..... | 53 |
| 41. TRAVELLING TIME, PAYMENT AND BUSINESS-RELATED EXPENSES | 53 |
| 42. MISCELLANEOUS..... | 56 |

| | | |
|---|---|----|
| 43. | RIGHTS AND RESPONSIBILITIES OF EMPLOYEE REPRESENTATIVES | 57 |
| PART SEVEN: LEAVE | | 60 |
| 44. | ANNUAL LEAVE | 60 |
| 45. | LONG SERVICE LEAVE | 64 |
| 46. | PUBLIC HOLIDAYS AND PICNIC DAY | 67 |
| 47. | PERSONAL/CARER'S LEAVE | 68 |
| 48. | COMPASSIONATE LEAVE..... | 75 |
| 49. | PARENTAL LEAVE | 76 |
| PART EIGHT: DEFINITIONS..... | | 77 |
| 50. | CALCULATION OF SERVICE | 77 |
| 51. | DEFINITIONS | 77 |
| APPENDIX A: TERMS OF SETTLEMENT | | 79 |
| APPENDIX B: WEEKLY REMUNERATION RATES | | 81 |
| APPENDIX C: BASIS FOR CALCULATIONS..... | | 96 |
| SIGNATORIES | | 98 |

PART ONE: GENERAL PROVISIONS

1. TITLE OF AGREEMENT

1:1 This Agreement will be known as the *AGL Macquarie Enterprise Agreement 2020* (**Agreement**).

2. PARTIES TO THE AGREEMENT

2:1 Unions NSW and a number of unions listed below participated in the negotiation of this Agreement.

2:2 This Agreement is made between and covers the following parties:

- (a) AGL Macquarie Pty Ltd (ACN 167 859 494) (**AGL Macquarie**); and
- (b) the employees of AGL Macquarie who fall within the scope of clause 4:1 (**Employees**).
- (c) Subject to the requirements of the *Fair Work Act 2009* (Cth) (**Fair Work Act**), the unions listed below (**Unions**) are also parties to the Agreement:
 - i) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**);
 - ii) NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities, trading as United Services Union (**USU**);
 - iii) Association of Professional Engineers, Scientists & Managers, Australia (NSW Branch), trading as Professionals Australia (**Professionals Australia**);
 - iv) Construction, Forestry, Maritime, Mining and Energy Union (Mining and Energy Division) (**CFMMEU**);
 - v) Community and Public Sector Union (**CPSU**);
 - vi) Australian Institute of Marine and Power Engineers, New South Wales District (**AIMPE**); and
 - vii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch (**AMWU**).

3. DURATION AND RENEGOTIATION

3:1 This Agreement will commence seven (7) days after the date of approval of the Agreement by the Fair Work Commission.

3:2 The nominal expiry date of this Agreement is 31 December 2023.

3:3 AGL Macquarie intends to initiate bargaining for a new agreement no less than six (6) months prior to the nominal expiry date of this Agreement.

4. INTENT AND SCOPE

4:1 This Agreement covers all employees of AGL Macquarie, excluding Senior Managers and Specialists who do not fall within the classification descriptions set out in sub-clause 17:2.

4:2 The Agreement is based on the mutual understanding that there is an obligation to provide a high standard of service at the lowest possible cost. AGL Macquarie is committed to the continued development of its skilled workforce to provide an effective service.

5. INDIVIDUAL FLEXIBILITY

5:1 Any individual flexibility arrangement agreed under this flexibility provision must concern only matters that would be "permitted matters" and must not concern matters that would be "unlawful matters" within the meaning of the Fair Work Act if those matters were contained in an enterprise agreement.

5:2 AGL Macquarie only intends to make individual flexibility arrangements where they have been requested by an Employee. It is not the intention of AGL Macquarie to approach Employees to make individual flexibility arrangements.

5:3 AGL Macquarie and an individual Employee may genuinely agree to vary the effect of certain terms of this Agreement to meet the genuine needs of AGL Macquarie and the individual Employee. The terms that AGL Macquarie and the individual Employee may agree to vary the effect of are those concerning arrangements for when work is performed.

5:4 However, if in order to accommodate the arrangement it would be necessary to change the way in which overtime rates, penalty rates or allowances operate in relation to the situation, then the individual flexibility arrangement may also deal with that matter.

5:5 The individual flexibility arrangement between AGL Macquarie and the individual Employee must:

- (a) be confined to a variation in the effect of one or more of the terms listed in sub-clauses 5:3 and 5:4; and
- (b) result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement had been agreed to.

5:6 The individual flexibility arrangement between AGL Macquarie and the individual Employee must also:

- (a) be in writing, name the parties to the arrangement and be signed by AGL Macquarie and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
- (b) state each term of this Agreement that AGL Macquarie and the individual Employee have agreed to vary the effect of;

- (c) detail how the effect of each term has been varied by the arrangement between AGL Macquarie and the individual Employee;
 - (d) detail how the arrangement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - (e) state the date that the arrangement commences to operate.
- 5:7 AGL Macquarie must give the individual Employee a copy of the individual flexibility arrangement within fourteen (14) days of it being made and keep the arrangement as a time and wages record.
- 5:8 Except as provided in sub-clause 5:6(a), the individual flexibility arrangement must not require the approval or consent of a person other than AGL Macquarie and the individual Employee.
- 5:9 Where an Employee makes a request to AGL Macquarie for an individual flexibility arrangement, AGL Macquarie will:
- (a) consult with the Employee's work team in relation to any impact on the team that may arise from the individual flexibility arrangement (if approved); and
 - (b) if AGL Macquarie is prepared to agree to the request, provide the Employee with a written proposal outlining the arrangement, which addresses all of the details referred to at sub-clauses 5:6(b)-5:6(d) above.
 - (c) Where the individual Employee's understanding of written English is limited, AGL Macquarie must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal. The Employee will be given no less than seven (7) days to consider the proposal.
 - (d) The written proposal will include a recommendation to the Employee that they discuss the proposal with, and/or seek advice from, an independent party or representative of their choice in relation to the proposal. The Employee may appoint a representative of their choice, for the purpose of these discussions, if they choose.
- Provided that this clause should not be taken to mean that the arrangement must be approved or consented to by any other person (other than as permitted by sub-clause 5:6(a) above).
- 5:10 Within seven (7) days of an individual flexibility arrangement being made, AGL Macquarie will advise the relevant Union that an individual flexibility arrangement has been made, and the clause(s) of the Agreement the effect of which are varied by the arrangement. To avoid doubt, the relevant Union is not required to approve or consent to any individual flexibility arrangement with an Employee. AGL Macquarie shall not disclose the name of the Employee to the Union, unless the Employee has requested it to do so.

- 5:11 The individual flexibility arrangement may be terminated:
- (a) by AGL Macquarie or the individual Employee giving 28 days' notice of termination, in writing, to the other party and the arrangement ceasing to operate at the end of the notice period; or
 - (b) at any time by written agreement between AGL Macquarie and the individual Employee.

6. **RELATIONSHIP TO EXTERNAL DOCUMENTS**

- 6:1 This stand-alone Agreement supersedes, overrides and operates to the exclusion of all previous agreements.
- 6:2 This Agreement will be read and interpreted in conjunction with the National Employment Standards under the Fair Work Act (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to Employees, the NES will apply to the extent of the inconsistency.

PART TWO: DEALING WITH WORKPLACE CHANGE AND ISSUES

7. GRIEVANCE AND DISPUTE PROCEDURES

7:1 This Agreement recognises that Employees' grievances should be resolved speedily and effectively. It is intended that most issues will be resolved informally between Employees and Leader(s).

Types of disputes that this clause applies to

7:2 If a dispute relates to:

- (a) a matter arising under this Agreement;
- (b) the NES (excluding disputes related to reasonable business grounds for refusal of requests for flexible working arrangements or extensions of unpaid Parental Leave within the meaning of the Fair Work Act); or
- (c) a matter pertaining to the employment relationship between AGL Macquarie and Employees covered by this Agreement;

this term sets out procedures to settle the dispute.

Representation

7:3 An Employee who is a party to the dispute may appoint a representative of their choice for the purposes of the procedures in this term.

7:4 AGL Macquarie may appoint a representative for the purposes of the procedures in this term.

Resolution of dispute within the workplace

7:5 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant Leader and/or management, as follows:

7:6 Step 1:

Employees who have a grievance on any issue shall firstly raise the matter with their immediate Leader.

7:7 Step 2:

The Leader shall provide their response as soon as possible, and within twenty four (24) hours or a reasonably practicable period following the grievance being raised.

7:8 Step 3:

If an answer cannot be given within twenty four (24) hours, a progress update will be given at that time.

7:9 Step 4:

If the grievance has not been resolved to the satisfaction of any party through the above process within seven (7) calendar days, the issue will be referred to the

Leader's manager. The Employee may be assisted or represented in further discussions at this level by a local Employee representative, union delegate or union official.

Where in consultation with a People and Culture representative, the union official and manager agree, the dispute resolution may proceed directly to Step 8.

7:10 Step 5:

If the grievance has not been resolved to the satisfaction of any party through the above process, the issue will be referred to the AGL Macquarie People and Culture team. The Employee may be assisted or represented in further discussions at this level by a Union delegate, Union official or other local Employee representative of their choice.

7:11 Step 6:

(a) In the event the matter has not been resolved to the satisfaction of either party within one week of referral, a management representative or People and Culture representative will convene a grievance meeting, which will attempt to resolve the matter.

(b) The meeting should include:

- i) Leader;
- ii) Management representative;
- iii) People and Culture representative;
- iv) Employee(s) involved in grievance; and
- v) Employee(s) representative(s) if requested.

7:12 Step 7:

The grievance will be discussed at the meeting with a view to achieving agreement or resolution.

7:13 Step 8:

Role of Unions NSW

A party may refer the matter to Unions NSW prior to referring the matter to the Fair Work Commission, if the party believes this may assist in resolving the grievance or dispute. Unions NSW may assist in resolving the matter by way of further conference with the parties to the dispute.

This process does not preclude a party to the grievance or dispute from exercising their right to refer the dispute to the Fair Work Commission.

Referral of dispute to the Fair Work Commission

7:14 If discussions at the workplace level and/or as convened by Unions NSW do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

7:15 Unless all parties to the dispute agree otherwise, the dispute must not be referred or dealt with by the Fair Work Commission unless all of the steps set out at sub-clauses 7:5-7:12 (inclusive) above have been completed.

7:16 The Fair Work Commission may deal with the dispute in up to two (2) stages:

(a) Stage 1

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.

(b) Stage 2

If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- (i) if the dispute is about a matter referred to in sub-clause 7:2(a) or (b):
 - arbitrate the dispute; and
 - make a determination that is binding on the parties; or
- (ii) if the dispute is about a matter referred to in sub-clause 7:2(c) and all parties to the dispute consent:
 - arbitrate the dispute; and
 - make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.

7:17 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5-1 of the Fair Work Act. Therefore, an appeal in accordance with the Fair Work Act may be made against the decision.

7:18 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

Work obligations while dispute being dealt with

7:19 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an Employee must continue to perform his or her work as he or she would normally, without interruption and without prejudice to final settlement, unless he or she has a reasonable concern about an imminent risk to his or her health or safety – this includes working in accordance with the existing arrangement(s), or an agreed “holding” arrangement; and
- (b) an Employee must comply with a direction given by AGL Macquarie to perform other available work at the same workplace unless:
 - i) the work is not safe;
 - ii) applicable workplace health and safety legislation would not permit the work to be performed;

- iii) the work is not appropriate for the Employee to perform; or
- iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

8. COMMUNICATION AND CONSULTATION

Communication framework

- 8:1 The parties to the Agreement will convene meetings on a regular basis to discuss matters which impact the electricity industry, AGL Macquarie and Employees.
- 8:2 These meetings will occur as a three (3) part mechanism, consisting of a Consultative Committee, a Local Delegates and Union Officials Committee, and Workplace Group(s).
- 8:3 The structure of this mechanism is set out in Table 1 below.
- 8:4 Structured meeting dates will be agreed by the relevant parties on an annual basis. This does not prevent additional meetings being called as agreed by the relevant parties.

Table 1: Consultative mechanism structure

| Forum | Participants | Purpose / Role | Schedule |
|---|---|--|---|
| Consultative Committee | Designated Local Union Delegates Union Officials (including Unions NSW unless otherwise agreed) Employee representatives AGL representatives | Issues that may affect the Electricity Generation sector. Significant issues relating to Employees raised via the Local Delegates and Union Officials Committee and Employee representatives. | At least quarterly. Meetings may be called more frequently if agreed by the relevant parties. |
| Local Delegates and Union Officials Committee | Designated Local Union Delegates Union Officials (including Unions NSW unless otherwise agreed) | Issues not resolved at Workplace Group(s). | At least quarterly. On the same day as the Consultative Committee meeting. Meetings may be called more frequently if agreed by the relevant parties. |

| Forum | Participants | Purpose / Role | Schedule |
|--------------------|--|---|----------|
| Workplace Group(s) | Local Management Designated Local Union Delegates Employee representatives | Discuss and provide feedback on workplace issues. | Monthly. |

Consultation obligations

Table 2: Consultation obligations

| When | AGL Macquarie obligations to relevant Employees | Relevant Employees' options |
|--|--|---|
| Prior to definite decision to implement major change | <ul style="list-style-type: none"> Notify of the intent to introduce major change Recognise representatives appointed in accordance with clause 8:8 | May appoint a representative in accordance with clause 8:8 for the purposes of understanding the change and providing input into any decisions. |
| As soon as practicable after: <ul style="list-style-type: none"> making a definite decision to implement major change; or proposing to introduce change to Employees' regular roster or ordinary hours of work | <ul style="list-style-type: none"> Discuss the matters listed in Table 3 below Provide, in writing the minimum information set out in Table 3 below Give prompt consideration to matters raised in this discussion Discuss matters raised with relevant Unions and/or Employee representatives if requested by Employees | Request AGL Macquarie to have discussions with the relevant Unions and/or Employee representatives. |

8:5 AGL Macquarie will consult in accordance with clause 8:6 in relation to:

- (a) a change to the regular roster or ordinary hours of work of Employees to whom this Agreement applies; and/or

- (b) a major change to production, program, organisation, structure, or technology in relation to its business that is likely to have a significant effect on Employees to whom this Agreement applies (other than a change provided for in this Agreement).

Consultation requirements

8:6 AGL Macquarie will:

- (a) consult with relevant Employees in accordance with the requirements set out in Table 2 above and Table 3 below; and
- (b) consider any views given by the Employees about the impact of the change.

Table 3: Information obligations when meeting consultation requirements

| | |
|---|--|
| <p>What is the minimum information that needs to be discussed with relevant Employees?</p> | <ul style="list-style-type: none"> • The introduction of the change; • The effect the change is likely to have on the Employees (including inviting the Employees to give their views about the impact of the change, such as any impact in relation to their family or caring responsibilities); • Measures AGL Macquarie is taking to avert or mitigate any adverse effect of the change on the Employees; and • Any other matters likely to affect the Employees. |
| <p>What is the minimum information that needs to be put in writing?</p> | <ul style="list-style-type: none"> • Relevant information about the change including the nature of the change proposed; • Information about the expected effects of the change on the Employees; and • Information addressing Employee concerns (or those of their representatives) and reasonable options that have been raised. |

Confidential and commercially sensitive information

8:7 For the purposes of communication and consultation, AGL Macquarie is not required to disclose confidential or commercially sensitive information to the relevant Employees, Unions or Employee representatives.

Representation

8:8 Relevant Employees may appoint a representative for the purposes of the procedures in this clause, as to which:

- (a) the Employee(s) must inform AGL Macquarie of the representative’s name; and

- (b) AGL Macquarie will recognise the representative.

Definitions

- 8:9 **Consultation** is understood as a process of sharing information, exchanging views and information, and taking the views and information into consideration before implementing a decision.
- 8:10 A major change is **likely to have a significant effect on** Employees if it results in:
- (a) the termination of the employment of Employees;
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of Employees;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain Employees;
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.
- 8:11 **Relevant Employees** mean the Employees who may be affected by the change referred to in clause 8:5.

PART THREE: REMUNERATION

9. SALARIES

- 9:1 The ordinary weekly salaries for the classification descriptions covered by this Agreement are set out in Appendix B and are based on:
- (a) a thirty five (35) hour week for all Employees other than maintenance day workers; and
 - (b) a thirty nine (39) hour week for maintenance day workers.

Annualised salary arrangements

- 9:2 Shift workers will have their remuneration paid in the form of an annualised salary.
- 9:3 Where an annualised salary arrangement is inconsistent with other provisions in this Agreement, the annualised salary arrangement shall take precedence over such provisions, to the extent of such inconsistency.
- 9:4 The relevant annualised salary rates replace roster loading, weekend penalties, Public Holidays and shift allowance, where applicable, and includes the General Purpose Allowance (see clause 11). The annualised salary system is based on three (3) rates of pay, each payable for different conditions of employment as shown in Table 4 below.

Table 4: Annualised salary components

| Rate | Definition | Payable for |
|----------------|---|---|
| On-Shift rate | <p>The On-Shift rate is the rate of pay for time worked on shift and while on Annual Leave.</p> <p>The On-Shift rate will be used to calculate the superannuation contribution for the contributions made by AGL Macquarie in respect of the superannuation guarantee levy (non-defined benefit members).</p> | <ul style="list-style-type: none"> • Time worked • Time in lieu • Training or Study Leave • Superannuation defined contribution (non-defined benefit members) • Annual Leave (including accrued Annual Leave on termination) • Paid Compassionate Leave • Paid Community and Military Leave • "H" day, where applicable • Accident pay |
| Off-Shift rate | <p>The Off-Shift rate is calculated at 10% below the level of the On-Shift rate.</p> | <ul style="list-style-type: none"> • Paid Personal/Carer's Leave (including payment for leave on termination due to ill health) • Long Service Leave (including Long Service Leave on cessation of employment) • Parental Leave |

| Rate | Definition | Payable for |
|-----------|---|--|
| Base Rate | The Base Rate is calculated by reducing the On-Shift rate by the reference percentage set out in Table 5 below. | <ul style="list-style-type: none"> Overtime penalty rates Defined benefit superable salary |

Table 5: Reference percentage for annualised salary arrangements

| Shift arrangement | Assumptions | Reference |
|------------------------------|--|-----------|
| 7-day 12-hour rotating shift | <ul style="list-style-type: none"> 5-panel 12-hour rotating shift Public Holidays worked when rostered Based on an average of 35 hours per week | 25% |
| 7-day 10-hour day shift | <ul style="list-style-type: none"> 2-panel 10-hour day shift work only Public Holidays worked when rostered Based on an average 35 hours per week | 18% |

Additional shift loadings for afternoon or night shift

9:5 In addition to the rates shown in Appendix B, allowances as set out in Table 6 below shall be paid in addition to On-Shift rate for those hours which are worked on an afternoon or night shift. These allowances are in accordance with sub-clauses 30:8 and 30:9.

Table 6: Afternoon or night shift special allowance

| Work group | Percentage of overtime / Base Rate | Paid for |
|--|------------------------------------|---|
| Liddell Power Workers | 25% | Hours worked on afternoon shift (1300-2300) Monday to Friday |
| Liddell Power Workers | 20% | Hours worked on afternoon shift (1300-2300) Saturday, Sundays and Public Holidays |
| Liddell Electrical Engineering Technicians | 20% | Hours worked as and when required on afternoon shift (1300-2300) |
| Bayswater Power Workers and Electrical Engineering Technicians | 30% | Hours worked on night shift (1500-0100) Monday to Friday |

| Work group | Percentage of overtime / Base Rate | Paid for |
|--|---|---|
| Bayswater Power Workers and Electrical Engineering Technicians | 20% | Hours worked on afternoon shift (1500-0100) Saturday, Sundays and Public Holidays |

Developing a rate of pay for new shift pattern

- 9:6 A shift pattern may be proposed that is not currently provided for in Table 5 above. If this is the case, a new Shift Loading will be established in consultation with the affected Employees and their representatives (see item AC:3 of Appendix C).
- 9:7 Annualised salaries are payable for periods of Accident Pay in accordance with the provisions of Clause 12 – Accident Pay.

Bayswater Operators safety net

- 9:8 Bayswater Operators who were employed as a Bayswater Operator as at 31 December 2012 will have a “safety net” applied to their annualised salary for as long as they remain in the Bayswater Operator classification. That is, when taking a combined period of Sick Leave (including Sick Leave paid out on cessation of employment in accordance with sub-clause 47:17), Long Service Leave (including Long Service Leave paid out on cessation of employment), the Off-Shift rate will be payable up to a maximum of seven (7) weeks (on a financial year basis). After seven (7) weeks, the On-Shift rate will be applied until the end of the given financial year.

Performance measures

- 9:9 The granting of this Agreement will not inhibit the introduction of performance measures based on the objective of continuing to reduce the real cost of electricity to our customers provided the changes do not breach this Agreement or the relevant industrial legislation.

10. SUPERANNUATION

- 10:1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth) as amended or replaced from time to time (which do not form terms of this Agreement), deals with the superannuation rights and obligations of employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any MySuper compliant superannuation fund nominated by AGL Macquarie applies.

10:2 The rights and obligations in these clauses supplement those in superannuation legislation.

Employer contributions

10:3 AGL Macquarie must make such superannuation contributions to a superannuation fund for the benefit of an Employee as to avoid it being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

Voluntary Employee contributions

10:4 Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise AGL Macquarie to pay on behalf of the Employee a specified amount from the pre-taxation (salary sacrifice) or post-taxation wages of the Employee into a complying fund.

10:5 An Employee may adjust the amount the Employee has authorised AGL Macquarie to pay from the wages of the Employee.

10:6 AGL Macquarie must pay the amount authorised under sub-clauses 10.4 and 10.5 above, no later than twenty eight (28) days after the end of the month in which the deduction authorised under sub-clauses 10.4 and 10.5 was made.

11. GENERAL PURPOSE ALLOWANCE

11:1 A General Purpose Allowance (**GPA**) is paid to Employees as set out below:

Table 7: General Purpose Allowance

| GPA | Rate per week | Classification description |
|------------|----------------------|--|
| GPA1 | \$152.39 | Employees at the Power Stations who are: <ul style="list-style-type: none">- Operators;- Tradespersons (including Apprentices);- Engineering Officers who are:<ul style="list-style-type: none">• Technicians;• Technician Team Leaders;• Maintenance Team Leaders; or• Planners; or- Power Workers. |
| GPA2 | \$138.50 | All other employees who are not covered in GPA1: <ul style="list-style-type: none">- Professional Officers;- Engineering Officers (excluding those paid GPA1);or- Administration Officers (including Trainees). |

11:2 Payment of the GPA is made instead of all allowances or extra rates for or relating to heat, height, dirty work, wet places, work in confined spaces, high voltage or

other conditions and circumstances, whether of a like nature or otherwise, under which the work now is performed or is likely to be performed in the future. This allowance replaces Power Station Allowance, Other Location Allowance (Lambton) and Special Allowances which were previously contained in Clause 5, Allowances of *Macquarie Generation Employee (State) Award 1996* (which does not form a term of this Agreement).

11:3 Where an Employee joins another work group, which attracts a different level of allowance, for a period of a week or more, then the allowance applicable to that new work group will be paid.

11:4 Unless otherwise stated, the GPA rates shown above have been included in the rates shown in Appendix B. For the avoidance of doubt, the GPA is not payable in addition to the rates in Appendix B.

Overtime allowances

11:5 Payment of the GPA is made instead of all allowances or extra rates relating to overtime. This includes Telephone Call-out Allowance and Meal Allowances.

12. ACCIDENT PAY

12:1 Employees who are in receipt of Workers’ Compensation benefits may be granted Accident Pay for a maximum period of fifty two (52) weeks in accordance with Table 8 below, provided that:

- (a) Accident Pay is only payable by AGL Macquarie when an Employee is entitled to receive weekly Workers’ Compensation benefits, and the Workers’ Compensation Rate is less than the Employee’s substantive salary or On-Shift rate (as applicable); and
- (b) Accident Pay will not be payable if an Employee’s Workers’ Compensation benefit has been suspended or terminated.

Accident Pay for day work Employees

12:2 Calculation of Accident Pay

| | | | | |
|-------------------------------|---------|--|----------|---|
| Substantive salary | - | Amount paid to Employee under Workers’ Compensation legislation | = | The difference is the amount of Accident Pay |
| | (minus) | | (equals) | |

12:3 If the result of the above calculation is zero or negative, the Employee does not receive Accident Pay for the period.

12:4 The Employee’s **substantive salary** is defined as the Employee’s base rate of pay plus the GPA, excluding overtime and penalties for the weekly period in which it is paid.

Accident Pay for shift work Employees

12:5 Calculation of Accident Pay

$$\begin{array}{rcccl} \text{On-Shift} & & \text{Amount paid to} & = & \text{The difference is} \\ \text{Rate (as per} & - & \text{Employee under} & & \text{the amount of} \\ \text{Table 8)} & \text{(minus)} & \text{Workers' Compensation} & \text{(equals)} & \text{Accident Pay} \\ & & \text{legislation} & & \end{array}$$

12:6 If the result of the above calculation is zero or negative, the Employee does not receive Accident Pay for the period.

12:7 The Employee's On-Shift Rate, as defined in clause 9 excludes overtime for calculation of Accident Pay purposes.

Table 8: How Accident Pay is paid

| Period | Workers' Compensation Rate* (paid by insurer) | Accident Pay (paid by AGL Macquarie) | Employee receives |
|---|---|---|---|
| Week 1 to 13** (First Entitlement Period) | 95% of pre-injury average weekly earnings (including overtime and shift loadings the Employee normally worked in the year prior) or statutory cap (whichever is less) | Day work Where the Workers' Compensation rate is less than the substantive salary the Employee receives the difference as Accident Pay Shift work Where the Workers' Compensation rate is less than the On-Shift rate the Employee receives the difference as Accident Pay | Day work Not less than the Employee's substantive salary Shift work Not less than the Employee's On-Shift rate |
| Week 14 to 52 (Second Entitlement Period) | 80% of pre-injury average weekly earnings (including overtime and shift loadings the Employee normally worked in the year prior) or statutory cap (whichever is less) | Day work Where the Workers' Compensation rate is less than the substantive salary the Employee receives the difference as Accident Pay Shift work Where the Workers' Compensation rate is less than the On-Shift rate the Employee receives | Day work Not less than the Employee's substantive salary Shift work Not less than the Employee's On-Shift rate |

| Period | Workers' Compensation Rate* (paid by insurer) | Accident Pay (paid by AGL Macquarie) | Employee receives |
|---|---|---|--------------------------------|
| | | the difference as Accident Pay | |
| Week 53 to 130 (Third Entitlement Period) | 80% of pre-injury average weekly earnings (including overtime and shift loadings the Employee normally worked in the year prior) or statutory cap (whichever is less) | Not eligible for Accident Pay | The Workers' Compensation Rate |

*The description of the Workers' Compensation Rate is intended to be a summary of the legislative entitlement only, and does not confer an entitlement on Employees. The legislation prevails over the description to the extent of any inconsistency.

** Please note as per the legislation, any time spent on Workers' Compensation in a week is to be counted as a whole week when determining timeframes for payment. AGL Macquarie use actual accumulated hours to determine timeframes for payment.

The date used to calculate eligibility for Accident Pay will be the date the Workers' Compensation claim was duly made (i.e. the date of first consultation with a doctor).

Evidence for Accident Pay

12:8 An Employee must submit a WorkCover NSW Medical Certificate from a Doctor to cover all periods of absence for which the Employee receives Accident Pay.

Journey insurance

12:9 AGL Macquarie will, for the term of this Agreement maintain a policy of insurance for Employees for journey accidents to and from work, in respect of which an Employee is not entitled to Workers' Compensation.

13. POSITION REVIEW

13:1 Where there is a need for the introduction of a new role or circumstances that require a review of an existing role and the associated remuneration, the following process will occur:

- (a) A Position Description will be developed by the position's immediate Leader / Manager, with formal approval by the relevant Senior Manager, or, in the case of existing roles, be reviewed and updated.
- (b) Where there is a change to an existing role, relevant Employee(s) will be advised and consulted regarding the change(s).

- (c) A job evaluation process will be undertaken by a People and Culture representative. The results of that evaluation will be communicated to the affected Employee(s).
- (d) An affected Employee may request a job evaluation assessment of the position to determine the appropriate salary level range. The Committee conducting this assessment will consist of the following:
 - (i) a People and Culture representative;
 - (ii) a Union Official/Delegate/Representative or other Employee representative; and
 - (iii) a technical specialist (being someone who is familiar with the requirements of the role).
- (e) AGL Macquarie will maintain a group of Employees trained in the job evaluation procedure who may assist the relevant Employee in participating in the process.

13:2 If required, a review will be undertaken by an AGL Macquarie nominated remuneration advisor. The review outcome will be discussed and explained to the relevant Employee(s) by an AGL Macquarie People and Culture representative.

13:3 If the **relevant Employee** believes, and can justify, that there has been an error with the assessment, they may utilise the provisions of Clause 7 – Grievance and Dispute Procedures with the process commencing at Step 4 as outlined at sub-clause 7:9.

13:4 In this clause the **relevant Employee(s)** is the person(s) directly affected by the change.

14. SKILLS, DEVELOPMENT AND TRAINING

14:1 Each classification has a determined range of skills which need to be attained to provide progression in salary.

14:2 The range of skills and related salary progression contained in the attachments to the Salary Progression Process Standard (HRS 017), will be developed and may be modified in consultation and agreement with **representatives of the relevant classifications** and Employee Representatives (which will include Unions as appropriate). For the avoidance of doubt, the Salary Progression Process Standard (HRS 017) and the associated attachments are not incorporated into this Agreement.

14:3 In addition to salary progression based on skills development outlined in the Salary Progression Process Standard (HRS 017), salary progression may also occur based on performance as determined by AGL Macquarie. The process for managing performance-based progression will be communicated to all staff.

14:4 The development and modification of training programs for various classifications will be conducted in consultation and by agreement with representatives of the relevant classifications, provided that agreement shall not be withheld

unreasonably. This is to ensure the appropriateness of the training with respect to business needs, and for the delivery and assessment of trainees. For the avoidance of doubt, the training programs are not incorporated into this Agreement.

- 14:5 Staff may be competency-assessed consistent with their acquired skills prior to appointment. They may also be re-assessed periodically if required under the applicable skills development program (as set out in the Salary Progression Process Standard (HRS 017)) and/or statutory requirements.
- 14:6 For the purposes of this clause, ***representatives of the relevant classifications*** means:
- (a) the Employee Representatives of the affected work group or work groups appointed, elected or nominated in accordance with Clause 43 – Rights and Responsibilities of Employee Representatives;
 - (b) the Union(s) covered by this Agreement and eligible to represent the industrial interests of the relevant classifications; and
 - (c) any other person or organisation appointed by an affected Employee or work group as their representative for the purposes of this clause.
- 14:7 For the avoidance of doubt, a dispute in relation to the operation of this clause shall be dealt with in accordance with Clause 7 – Grievance and Dispute Procedures.

PART FOUR: CONTRACT OF EMPLOYMENT

15. PAYMENT OF SALARIES

- 15:1 If requested by a majority of Employees, balancing of ordinary pay for time worked must be arranged as far as possible so that the salary payable to Employees each week is adjusted to reduce fluctuations in weekly pay.
- 15:2 Payments for all entitlements must be made only to the Employee entitled to them or to a person authorised by the Employee to receive the payments.
- 15:3 AGL Macquarie may deduct from an Employee's pay, contributions or payments for approved purposes or for the payment to AGL Macquarie of money due by the Employee under tenancy or other agreements only if the Employee gives AGL Macquarie written authority.

16. POSITION DESCRIPTIONS

- 16:1 Position Descriptions describe the responsibility, skills, knowledge and experience required to perform various roles in AGL Macquarie and form part of the Employee's contract of employment. Position Descriptions may be amended as circumstances change and as particular roles evolve over time. AGL Macquarie will consult with relevant Employees(s) as part of the process of amending Position Descriptions.

17. WORKING UP TO SKILL LEVEL

- 17:1 Employees must:
- (a) work up to their skill level, competence and training within the categories listed below. This is to include working on new technology or like for like replacement systems that utilise the same level of skills and competence; and
 - (b) work in accordance with the classification descriptions, salary levels and Skills Development Programs.

Classification descriptions

- 17:2 Employees will be employed by AGL Macquarie within the following classifications:
- (i) Administrative Officer;
 - (ii) Engineering Officer;
 - (iii) Professional Officer;
 - (iv) Operator;
 - (v) Power Worker; or
 - (vi) Tradesperson.

Classification flexibility

17:3 Where the skills are held, work can be performed across the classifications referred to in sub-clause 17:2 above. Those jobs which change as a result of classification flexibility will have the new position evaluated within one (1) month of a signed Position Description becoming available.

All parties agree that this clause will not be used to impede the development of flexible work practices.

18. TYPES OF EMPLOYMENT

Categories of employment

18:1 Employees may be employed in one of the following categories:

- (a) Full-time;
- (b) Part-time; or
- (c) Casual.

Employees may also be engaged in any of the above categories on a fixed term or fixed project/task basis, however it is not AGL Macquarie's intention to have a predominately fixed term or a casual workforce in place of permanent Employees.

18:2 At the time of engagement AGL Macquarie will inform each Employee in writing of the terms of their engagement and in particular whether they are to be full-time, part-time or casual.

Full-time Employees

18:3 A full-time Employee is one who works:

- (a) an average of thirty five (35) ordinary hours per week for all Employees other than maintenance day workers; and
- (b) thirty nine (39) ordinary hours per week for maintenance day workers.

Part-time Employees

18:4 A part-time Employee:

- (a) works an average of less than full-time ordinary hours provided for in clause 18:3 per week;
- (b) has reasonably predictable hours of work; and
- (c) receives payment at a rate equivalent to the proportion of the actual hours worked per week to the full-time ordinary weekly working hours provided for in clause 18:3.

Part-time Employees hours of work and overtime

18:5 The minimum daily number of hours to be worked by such part-time Employees will not be less than four (4) hours and the minimum weekly number of hours to be worked will not be less than sixteen (16) hours.

18:6 Before commencing part-time employment, the Employee and employer must agree in writing:

- (a) on the hours to be worked by the Employee, the days on which they will be worked and the commencing and finishing times for the work; and
- (b) on the classification applying to the work to be performed.

The terms of the agreement in sub-clause 18:6 may be varied by consent in writing.

18:7 A part-time Employee who is required by the employer to work in excess of the full-time ordinary weekly hours provided for in clause 18:3 must be paid overtime in accordance with clause 34 or 35, as applicable.

18:8 A part-time Employee is entitled to Annual Leave, Long Service Leave, Personal Leave and Accident Pay and all such other entitlements as may be applicable; provided that any accumulated benefits accrue from time to time in the same proportion of the actual hours worked per week to the full-time ordinary weekly working hours prescribed in clause 18:3, as at the date of such accrual.

Casual Employees

18:9 A casual Employee is an Employee who is engaged and paid as such. A casual Employee has no guarantee of ongoing or continued work with AGL Macquarie.

18:10 A casual Employee must be engaged for a minimum of five (5) hours, unless the Employee is unable to work these hours due to personal circumstances, in which case the minimum engagement is three (3) hours.

18:11 For each hour worked, a casual Employee will be paid no less than the hourly equivalent of the minimum weekly rate of pay for the relevant classification, plus a casual loading of 25% and any applicable allowances.

18:12 A casual Employee is entitled to overtime, however is not entitled to the casual loading for time worked and paid as overtime. The overtime entitlement is:

- (a) Where the Employee is a casual shift worker:
 - (i) for time worked beyond the end of a shift at the request or direction of AGL Macquarie; or
 - (ii) for time worked over a roster cycle in excess of thirty five (35) hours multiplied by the number of weeks in the roster cycle (where such excess time has not already attracted overtime).
- (b) Where the Employee is a day worker, for time worked at the request or direction of AGL Macquarie that is in excess of the ordinary hours of work for a day worker in accordance with sub-clauses 26:1 and 26:4.

- 18:13 Casual loading is paid instead of Annual Leave, paid Personal/Carer's Leave, Public Holidays not worked, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- 18:14 A casual Employee is entitled to penalty rates applicable to rostered shifts worked by the Employee based on the ordinary rate of pay.
- 18:15 GPA – casual Employees will receive the GPA as per their work group, on an hourly basis. For the avoidance of doubt the GPA is included in the rates of pay in Appendix B.
- 18:16 AGL Macquarie will consult with relevant Union(s), in accordance with sub-clauses 18.18 and 18.19 where:
- (a) AGL Macquarie has made a definite decision that it wishes to have a particular position or work covered by this Agreement performed by an Employee(s) on a casual basis; and
 - (b) the work has not customarily been performed in this way.
- 18:17 AGL Macquarie will advise the relevant Union(s) upon request of any Employee(s) in the position or work, where the engagement is expected to be for a continuous period of greater than three (3) months.
- 18:18 For the purpose of the consultation obligations in this term, AGL Macquarie will:
- (a) notify relevant Union(s) as soon as practicable of its intention to have work or a particular position performed on a casual basis; and
 - (b) provide relevant Union(s) with information about the arrangement (other than confidential or commercially sensitive information).
- 18:19 Subject to compliance with the above, AGL Macquarie may engage casual Employees as it sees fit, provided that the total number of casuals employed by it at any time does not represent more than five (5) per cent of its total directly employed workforce (calculated based on head count), unless by agreement with the relevant Union(s).
- 18:20 Regular casual Employees may request to convert their employment to full-time or part-time employment (consistent with their hours worked in the preceding 12 months). Such requests will only be refused on reasonable business grounds and after consultation with the Employee who has made the request.

19. TERMINATION OF SERVICE

- 19:1 Employees are entitled to notice of termination of employment in accordance with the NES, except where this Agreement provides a more favourable outcome.

Period of notice

- 19:2 Employees must give AGL Macquarie at least four (4) weeks' notice of their intention to resign, unless their terms of employment provides for a different period.

19:3 Except for dismissal for serious misconduct, AGL Macquarie must give the Employee at least four (4) weeks' notice of termination (or payment in lieu of part or all of the notice), unless they are entitled to a higher period under the NES or their terms of employment (in which case, the higher period will apply).

Application of notice periods

19:4 The notice periods under the NES and this Agreement do not apply to:

- (a) a casual Employee;
- (b) an Employee employed for a specified period of time, for a specified task or for the duration of a specified season;
- (c) an Employee whose employment is terminated for serious misconduct;
- (d) an Employee (other than an Apprentice or Trainee) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement; and/or
- (e) an Employee prescribed by section 123(1) of the Fair Work Act as one to whom notice does not apply.

20. MOVEMENT OF STAFF BETWEEN SITES

20:1 Employees are to be available and willing to work between AGL Macquarie sites on a needs basis, consistent with their competence, training, knowledge, skills and experience.

21. TEMPORARY SECONDMENT

21:1 Employees who are temporarily surplus to requirements may be granted additional leave or be seconded to training, or to other duties associated with investigations and other matters related to staff training, or other similar duties consistent with an Employee's skills, knowledge, experience and competence. Such arrangement will be between the Employee's Leader and Group Manager, and the Employee will be paid in accordance with their roster or new work group rate, whichever is the greater.

21:2 At the conclusion of the temporary secondment Employees will return to their appointed position.

22. NOTICE OF ABSENCE

22:1 If an employee is absent from work for a continuous period exceeding three (3) working days without approval or notification to their Leader, AGL Macquarie may advise the Employee in writing that unless they provide substantive justification for the absence within 48 hours, AGL Macquarie may consider their employment to have been terminated on the basis of their abandonment of their employment.

23. HIGHER GRADE WORK AND PAY

Obligation to work in a higher grade

- 23:1 Employees must carry out work at a higher grade as directed where the Employee has the skills, competencies and training to do so, and must be paid in accordance with the provisions of this clause.
- 23:2 An Employee will not be compelled to work in a higher grade where the higher grade involves supervision of Employees or is a leadership role, and the Employee does not normally have these responsibilities.

Payment for higher grade work

- 23:3 Employees, other than Plant Controllers, must be paid higher grade pay if they are directed to carry out higher graded work for not less than four (4) hours in any one day or shift.
- 23:4 Employees must receive the salary specified for an Employee performing the particular class of work.
- 23:5 Employees who work at a higher grade for more than fifty (50) per cent of their day or shift must be paid at the higher rate for all ordinary time worked during the day or shift.
- 23:6 Plant Controllers must be recognised as working at a higher grade if they are directed to carry out higher graded work for not less than one (1) hour in any one day or shift.
- 23:7 Plant Controllers are not normally paid for working at a higher grade due to the inherent requirements of their role (which allows for higher duties work to be performed), but who work in the role for a period of more than 720 hours over a rolling twelve (12) month period will be paid higher duties for any additional higher duties hours worked in the period. For the purposes of clarity, 'work in the role for a period of more than 720 hours' means all hours performing the higher duties, both paid and unpaid.

Aggregation

- 23:8 Any time spent in another position equal to or higher than the grade of the position in which Employees are acting must be counted as having been spent in the position under consideration in calculating whether the Employees are entitled to higher grade pay for the purposes of this clause.

Payment for Annual Leave, Personal/Carer's Leave and time in lieu

- 23:9 Employees must be paid higher grade pay during Annual Leave, paid Personal/Carer's Leave, or periods of absence on Accident Pay if they have been paid the higher grade pay:
- (a) for a continuous period of three (3) calendar months immediately before the leave; or

- (b) for broken periods which total more than six (6) months during the twelve (12) calendar months immediately before the leave is taken.

- 23:10 No payments will be made under this clause to Employees on Long Service Leave or for payments for Long Service Leave or other payments after ceasing work in leading to retirement.
- 23:11 Absences on paid Personal/Carer's Leave, or Accident Pay, that total not more than five (5) working days or shifts during the three (3) months continuous period in sub-clause 23.9(a) are not considered to break the continuity of the higher grade work.
- 23:12 Undertaking normal work for a period of not more than five (5) working days or shifts will also not break the continuity of the three (3) month period in sub-clause 23.9(a).
- 23:13 If Employees qualify for higher grade pay for periods in accordance with sub-clause 23.9, those periods must be taken as having been spent on higher grade duties in calculating the rate applicable for continued higher grade duty or for absences on Annual Leave, Personal Leave or Accident Pay.
- 23:14 Where an Employee is entitled to higher grade pay and accrues or takes time off in lieu, the higher grade rate will apply.

Public Holidays

- 23:15 Employees must be paid the higher grade pay for any Public Holiday which occurs during a period of work for which the Employees are receiving higher grade pay.
- 23:16 Employees must be paid higher grade pay for a Public Holiday if they receive that pay for any part of the days preceding and following the Public Holiday.

Overtime

- 23:17 Employees who are being paid a higher grade rate must be paid for overtime at that rate if:
 - (a) they have to work outside their ordinary hours in their appointed grade, or in their acting position, or in a grade between their appointed grade and their acting grade; and
 - (b) they have been carrying out the higher grade duties continuously for a period of one (1) or more working days or shifts immediately before the overtime.
- 23:18 Employees are paid for overtime in their appointed grade at their appointed rate of pay if the overtime is:
 - (a) performed between payment of the higher grade pay ceasing and payment at the appointed grade beginning; and
 - (b) not continuous with work for which higher grade pay is paid.

Lower graded work

23:19 Employees must:

- (a) carry out lower graded work that is temporarily required as directed for a period of not more than 25% of their normal duties over a rolling twelve (12) month period; and
- (b) be paid not less than their current salary level.

Training in higher grade

23:20 Employees undertaking training for the purpose of gaining experience in a higher graded position must not be paid at the higher grade rate where:

- (a) the appointed occupant of the position remains on duty and retains the responsibility of the position; and
- (b) the periods of training do not exceed a continuous period of three (3) months.

Filling vacant positions

23:21 Where a vacant position is acted into for a period of six (6) months it is the intention to either fill that position permanently or the position is to be deleted.

24. REDUNDANCY

24:1 Where reasonably practicable and subject to suitability, AGL Macquarie will use its best endeavours to offer alternative employment within the business prior to making a position redundant. Natural attrition and voluntary redundancies will be the preferred method by which the total number of Employees is reduced.

24:2 **Circumstances where redundancy may apply:**

- (a) AGL Macquarie has made a decision to cease operation of all or part of the operations covered by this Agreement;
- (b) The job performed by an Employee or group of Employees is no longer required to be performed by anyone (except where this is due to the ordinary and customary turnover of labour);
- (c) Options for redeployment to other positions and/or other AGL sites have been exhausted.

24:3 **Circumstances where redundancy will not apply:**

The redundancy payment and conditions applying to redundancy will not apply where:

- (a) the Employee unreasonably refuses an offer of suitable alternative employment with AGL Macquarie which was being offered on terms and conditions that were no less favourable, when considered on an overall basis, than the terms and conditions which applied to the Employee's substantive position immediately before the position was made redundant;

- (b) the Employee terminates employment before the expiration of the period of notice without prior approval of AGL Macquarie and this approval has not been unreasonably refused;
- (c) the Employee is a fixed term Employee;
- (d) the Employee's employment is terminated because of misconduct or neglect of duty on the part of the Employee;
- (e) the Employee is a casual Employee;
- (f) the Employee is an Apprentice or Trainee; or
- (g) the Employee is prescribed by the *Fair Work Regulations 2009* (Cth) as an Employee to whom redundancies do not apply.

Criteria for redundancy

- 24:4 Where redundancies are to occur, voluntary redundancies will be offered in the first instance.
- 24:5 The Company shall seek expressions of interest for voluntary redundancy. All expressions of interest received by the Company will be considered.
- 24:6 The Company will determine whether any Employee who has expressed an interest, is to receive an offer of voluntary redundancy having regard to the following factors:
- (a) The number of positions which have been determined to be redundant;
 - (b) The appropriate mix of skills and competencies of the Employees who have expressed an interest in voluntary redundancy;
 - (c) The mix of skills and competencies required by the Company to meet and maintain operational requirements; and/or
 - (d) Whether potential job swap opportunities exist.

Acceptance

- 24:7 Once the Company has determined which Employees will be offered a redundancy, the Company will advise those Employees of the offer in writing. The offer will include:
- (a) The date by which the offer must be accepted, being a minimum period of four (4) weeks (however an Employee may accept the offer prior to the expiration of this period);
 - (b) The date on which employment will terminate if the offer is accepted; and
 - (c) An estimate and break down of the total termination payments (including the redundancy payment) that the Employee will receive on termination of employment.

An offer of voluntary redundancy shall not be enforceable unless accepted by the Employee in writing.

Involuntary redundancies

- 24:8 AGL Macquarie will make all reasonable efforts to avoid involuntary redundancy, however where the voluntary redundancy process cannot meet the Company's

requirements, the Company will determine which positions will be declared redundant. Consultation will be in accordance with clause 8.

The selection process will focus on relevant performance along with objective job-related competencies based on knowledge, qualifications, experience and skills, with the aim of retaining the most appropriate Employees for the business.

Redundancy entitlements

- 24:9 In the event that a voluntary or involuntary redundancy or redundancies need to occur, then the minimum payment will be:
- (a) Four weeks' notice or payment in lieu; plus
 - (b) An additional weeks' notice or payment in lieu for Employees aged 45 years and older; plus
 - (c) Severance pay at a rate of three (3) weeks per year of continuous service with a maximum of sixty three (63) weeks (with pro rata payments for incomplete years of service to be on a quarterly basis); plus
 - (d) The benefit, or part benefit, allowable as a contributor to a retirement fund (subject to ATO requirements).
- 24:10 In the event of a redundancy, the Employee will also be entitled to the following:
- (a) Job assistance package in accordance with AGL Macquarie's preferred supplier and accredited training programs up to the cost to AGL Macquarie of \$5,000, to be taken up within twelve (12) months of the termination date; plus
 - (b) Access to Employee Assistance Programme for a period of up to six (6) months following separation; plus
 - (c) During the notice period, up to four (4) days over a four (4) week period to seek alternative employment.
- 24:11 Those Employees who are made involuntarily redundant (or accept an offer of voluntary redundancy within two (2) weeks of the offer being made) and terminate employment within the time nominated by AGL Macquarie, will be entitled to the additional payments as shown in Table 9 below.

Table 9: Additional payment for involuntary redundancy or early acceptance of voluntary redundancy

| Service | Additional payment |
|--|--------------------|
| Less than 1 years' service | 2 weeks' pay |
| 1 year and less than 2 years' service | 4 weeks' pay |
| 2 years and less than 3 years' service | 6 weeks' pay |

| Service | Additional payment |
|---------------------------|--------------------|
| 3 years' service and over | 8 weeks' pay |

- 24:12 Notwithstanding the payment provisions set out in this Agreement with respect to notice and voluntary and involuntary redundancies, the minimum amount that will be paid to an Employee as a consequence of voluntary or involuntary redundancy is 12 weeks' pay.
- 24:13 In this clause, **weeks' pay** means the Employee's base rate of pay for his or her ordinary hours of work, and **base rate of pay** includes the GPA for day workers and the base rate for shift Employees, as calculated from the rates listed in Appendix B.
- 24:14 The entitlements contained in this clause are intended to be applied as satisfaction of, and not in addition to, any other entitlements Employees may have as a consequence of the termination of their employment due to redundancy, including under the NES.

Notice period

- 24:15 An Employee having been given notice of redundancy may provide the Company with one week's notice of their intention to leave. In this instance, the Company is not required to pay the balance of the notice period and leave accruals will be recalculated to the final date of employment.
- 24:16 The Company may advise the Employee of the need to terminate prior to the expiry of the notice. In these circumstances, the Employee will be paid their redundancy payments and shall be paid for the balance of the notice period.

Statement of employment

- 24:17 Redundant Employees will be provided with a statement detailing their service period with the Company, the Employee's classification and comment stating the termination was caused by redundancy.
- 24:18 A separation certificate will also be provided to the Employee.

25. DEDUCTION OF UNION MEMBERSHIP FEES

- 25:1 The Union shall provide the employer with a schedule setting out Union weekly membership fees payable by members of the Union in accordance with the Union's rules.
- 25:2 The Union shall advise the employer of any change to the amount of weekly membership fees made under its rules. Any variation to the schedule of Union weekly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 25:3 Subject to clauses 25:1 and 25:2 above, the employer shall deduct Union weekly membership fees from the pay of any Employee who is a member of the Union in

accordance with the Union's rules, provided that the Employee has authorised the employer to make such deductions.

- 25:4 Monies so deducted from Employee's pay shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to Employees' Union membership accounts.
- 25:5 Unless other arrangements are agreed to by the Employee, the employer and the Union, all Union membership fees shall be deducted on a weekly basis.
- 25:6 Where an Employee has already authorised the deduction of Union membership fees 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 continue and the authorisation may be withdrawn in writing by the Employee at any time.

PART FIVE: HOURS OF WORK

26. ORDINARY HOURS OF WORK

- 26:1 The ordinary hours of work for day workers will not exceed:
- (a) thirty five (35) hours per week (or seventy (70) hours per fortnight where a nine (9) day fortnight is observed) for all Employees other than maintenance day workers; and
 - (b) thirty nine (39) hours per week for maintenance day workers.
- 26:2 The ordinary hours of work for shift workers is an average of thirty five (35) hours a week over a roster cycle. Shift workers may be required to work more than thirty five (35) hours in one or more weeks, but the total number of ordinary hours worked in a roster cycle must not be more than the number of weeks in a roster cycle multiplied by thirty five (35) hours.

How are working hours determined?

- 26:3 The commencing and finishing times for each day are determined by local management taking into account the needs of the business unit.

Hours for day workers

- 26:4 Day workers are Employees who work their ordinary hours Monday to Friday and who are not entitled to a paid meal break during their ordinary working hours. The span of ordinary hours for day workers is 7:00am to 6:00pm, Monday to Friday.
- 26:5 Work outside the span of ordinary hours for day workers set down in sub-clause 26:4 can occur at ordinary rates by agreement between the Employee(s) concerned and their Leader or Manager, where the work is **make-up time** or other time in lieu arrangements are made.

27. ACCRUAL OF DAYS OFF FOR DAY WORKERS

- 27:1 Employees engaged on a nine (9) day fortnight may elect to accrue, up to a maximum of forty (40) hours, rostered days 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 local management.

28. TIME OFF IN LIEU OF TIME WORKED

- 28:1 An Employee may request time off in lieu of overtime worked.
- 28:2 AGL Macquarie's preference is to pay the appropriate overtime rates for overtime hours worked although it is recognised that some Employees may prefer to take leave off in lieu of payment for overtime.

- 28:3 Time off in lieu of overtime will be granted on an hour for hour worked basis (that is not at overtime rates), unless otherwise agreed between teams/Employees affected and their Leader or Manager.
- 28:4 Time off in lieu can include normal overtime provisions such as travel time and will be undertaken by agreement between teams/Employees affected and their Leader or Manager.
- 28:5 Balance Time will be accrued and cleared on a mutually agreed basis. This will be limited to 24 hours un-rostered balance time.
- 28:6 Once the Annual Leave and Long Service Leave rosters are completed, Balance Time will have the same merit as any other **casual leave application**. It will then be handled on a first come first served basis.
- 28:7 A **casual leave application** is an application for Annual Leave, Balance Time or Long Service Leave made after the Annual Leave and Long Service Leave rosters are completed.
- 28:8 **Balance Time** is time in lieu which arises from a change of roster, attendance at training or meetings when rostered off, in lieu of overtime payments including when work is undertaken on a rostered day off.

29. ARRANGEMENTS FOR OVERTIME AND SHIFT WORK

- 29:1 For the purpose of meeting the needs of the business, AGL Macquarie 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.
- 29:2 Except under extreme circumstances, nine (9) months' notice will be given to Employees required to change on a long term basis (three or more months) from one system of work 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 twelve (12) months.
- 29:3 Employees may be required to change immediately, on a long term basis (three or more months), from one system of work to another. Where this will cause a reduction in income the Employees will continue to be paid at their present salary for a period of nine (9) months provided that the Employees have been working in the first system for a minimum period of twelve (12) months.
- 29:4 Where an Employee is committed to retire within two (2) years of the change of roster, a period of twelve (12) months' notice will be provided. In the event that the Employee does not retire within this period, the Employee authorises AGL Macquarie to deduct the amount of overpayment.
- 29:5 Unless a reasonable excuse exists, an Employee will work or transfer in accordance with these requirements.

29:6 Arrangements for staff to meet these working requirements will be made in a consultative manner taking into account the needs of the business and the level of impact on the Employee.

30. **SHIFT WORK**

30:1 There are two types of shift work:

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

30:2 Both types of shift work may be worked:

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

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

Ordinary hours

30:3 The ordinary hours of work for shift workers is an average of thirty five (35) hours a week over a roster cycle. Shift workers may be required to work more than thirty five (35) hours in one or more weeks, but the total number of ordinary hours worked in a roster cycle must not be more than the number of weeks in roster cycle multiplied by thirty five (35) hours.

30:4 These ordinary hours must be worked during the hours for which the Employees are rostered for duty.

30:5 Employees who are required to work consecutive days totalling over 108 hours must be paid at overtime rates for following consecutive days worked (see Clause 35 – Overtime – Shift Work).

30:6 Shift work may be:

- (a) Early Morning Shift – a shift commencing after 5:00am and before 6:30am.
- (b) Afternoon Shift – a shift finishing after 6.00pm and at or before midnight.
- (c) Night Shift – a shift finishing between midnight and at or before 8:00am; or commencing between midnight and at or before 5:00am.

30:7 AGL Macquarie will decide the commencing and finishing times of shifts to suit the needs and circumstances of each establishment.

30:8 Shift workers, who work on a shift work roster, must be paid the following allowances:

- (a) Early Morning: 10% of base rate for the shift.

- (b) Afternoon: 20% of base rate.
 - (c) Night: 20% of base rate.
- 30:9 Shift workers who are engaged on a roster which:
- (a) requires the working of continuous afternoon or night shifts for more than two weeks; and
 - (b) works such shifts on other than a Public Holiday, Saturday or Sunday, must be paid the following allowances:
 - (i) Continuous Afternoon Shift: 25% of base rate.
 - (ii) Continuous Night Shift: 30% of base rate 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.
- 30:10 Shift workers rostered on other continuous night shift rosters for two (2) weeks or less must be paid for such shifts the overtime rates in Clause 34 – Overtime – Day Work.
- 30:11 Shift workers working continuous night shifts for two (2) weeks or less and work such shifts on a Public Holiday must be paid in accordance with sub-clause 31:1.
- 30:12 The allowances are not paid to shift workers for overtime or for any shift for which they are paid overtime penalty rates.

31. SHIFT PENALTY

Public Holidays

- 31:1 Shift workers will be paid for all time worked on a rostered shift on a Public Holiday that is not included in the annualised rate at 130% of the base rate in addition to their normal On-Shift rate.

Other than Public Holidays

- 31:2 Shift workers who are not employed on an annualised salary arrangement must be paid the following penalties for all shifts worked on the following days that are not Public Holidays:
- (a) Saturday: all shifts 50% of base rate; or
 - (b) Sunday: all shifts 100% of base rate.

Only one rate to apply

- 31:3 Only the highest penalty rate can apply if more than one penalty could apply to a particular period of work.

32. ROSTER LOADING

32:1 Payment of roster loading is made as compensation for the unevenness of payments under this Agreement. Payment is also made to compensate for features of shift work not covered by payments under this Agreement including:

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

Roster Loading – Rates

32:2 The roster loading for ordinary hours actually worked is:

- (a) 4.35% of salary for:
 - (i) Employees on seven (7) day continuous shift work rosters;
 - (ii) Employees regularly rostered to work ordinary shifts on both Saturdays and Sundays;
 - (iii) Employees rostered to work continuous afternoon or night shifts;
 - (iv) Employees working day shift only including a shift on Sundays.
- (b) 2.12% of salary for:
 - (i) Employees on rotating shift work who are rostered to work ordinary shifts involving afternoon and/or night shifts but who are not regularly rostered to work ordinary shifts on both Saturdays and Sundays;
 - (ii) Employees working day shift only on Monday to Saturday.

Roster Loading – Different Grade Duties

32:3 Employees carrying out higher grade duties on shift work must be paid the roster loading for the higher grade classification.

32:4 Employees carrying out lower grade duties on shift work, including those on retained rates, must be paid the roster loading for their regular classification or retained rates as the case may be.

Roster Loading – Excluded Employees

32:5 Roster loading is not payable to Employees who are engaged on irregular shift work, i.e. in respect of a roster which does not continue for more than one (1) month and which attracts overtime penalty rates.

Roster Loading – During Training

32:6 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 (5) consecutive working days; or
- (b) the new shift roster if the period of training continues for five (5) or more consecutive working days.

32:7 Day workers required to transfer to a shift roster to undergo training must be paid the roster loading appropriate to the shift roster if the period of training continues for at least five (5) consecutive working days.

Payment While at Training

32:8 Shift workers must be paid the annualised salary rate (On-Shift) 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.

Not Required to Work on a Public Holiday

32:9 Shift workers when, according to their Leader/Manager, 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 notified at least four (4) rostered shifts 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 On-Shift rate.

Shift Worker on a Five Day Shift – Public Holiday

32:10 Shift workers, who are on a five (5) day shift system, Monday to Friday, must be paid for Public Holidays observed on Monday to Friday.

Mutual Non Requirement

- 32:11 (a) Shift workers who:
- (i) are rostered for duty on a shift falling on a Saturday or Sunday; and
 - (ii) according to their Leader/Manager 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).
- (b) A shift worker must be paid for all ordinary time not worked at the rate single time (at Base Rate for shift workers).

Shift Work Day

32:12 If a shift starts on one day and finishes on the next, the day in which the most hours are worked is taken to be the shift work day.

Time of Transfer from a Shift

32:13 When Employees are transferring from one system of work to another (including a transfer from one system of shift work to another system of shift work), they are:

- (i) entitled to all the conditions of the current system of working until they actually begin working in the new system; and
- (ii) considered to have been transferred only from the time they begin to work in the new system.

Ten Hour Break

32:14 Shift workers are entitled to at least a ten (10) hour break between finishing shift work and commencing day work.

Day Workers Relieving on Regular Shift Work

32:15 Day workers who are required to relieve temporarily on regular shift work must be paid:

- (a) at the rate of time and one half when the ordinary commencing time of the first relief shift is less than eight (8) hours after the Employees' actual finishing time under day work conditions;
- (b) at a rate of time and three quarters when:
 - (i) the shift is on a Saturday; and
 - (ii) the Employees have not had an eight (8) hour break after actual finishing time under day work provisions.

Where eight (8) hours or more elapse the first and all subsequent shifts shall come under ordinary shift work conditions, the Employees shall be considered to be employed on regular shift work. However, Employees must be paid at the rate of time and one quarter for any such shifts where forty eight (48) hours' notice prior to commencement is not given.

Day Workers on Irregular Shift Work

32:16 Day workers required to temporarily relieve or work irregular shift work must be paid for the ordinary hours worked on that roster:

- (a) overtime rates for day workers if the shift work lasts for two (2) weeks or less;
- (b) if it lasts for more than two (2) weeks and less than four (4), overtime rates for ordinary hours worked in shifts for the first two (2) weeks, and time and one half for ordinary hours worked in shifts for the next two (2) weeks.

Change of Roster of Shift

- 32:17 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 forty eight (48) hours from the end of the shift in which they were given notice of the change of roster or shift;
 - (b) overtime rates for the shift which they work without a break following the shift in which they were given notice of the change.

Notice After Absence from Duty

- 32:18 Shift workers must advise the person responsible for their work at least (8) eight hours beforehand when they intend to report for duty after being absent from duty. The person responsible for their work team may send them home if they do not do so and they are not entitled to any payment for the shift.

33. HANDOVER

- 33:1 Shift workers required to handover at the end of a shift must stay at their work station until:
- (a) the appropriate relieving member of the oncoming shift has arrived at the work station; and
 - (b) the shift worker has informed the relieving member of the current status of running plant and/or maintenance so that the relieving member can start work immediately.
- 33:2 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.
- 33:3 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.
- 33:4 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.
- 33:5 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.

- 33:6 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.
- 33:7 Overtime shifts are not included in calculating handover time.

34. OVERTIME – DAY WORK

What is Overtime?

- 34:1 Overtime is all time that AGL Macquarie authorises an Employee to work on:
- (a) Mondays to Fridays before ordinary commencing times;
 - (b) Mondays to Fridays after ordinary finishing time;
 - (c) Saturdays;
 - (d) Sundays; and/or
 - (e) Public Holidays.
- 34:2 Overtime is also payable where AGL Macquarie authorises an Employee to perform work that exceeds the Employee's ordinary hours of work as provided for in clause 26:1.

How is it Calculated?

- 34:3 In calculating how much overtime a day worker works, each working day is treated separately. Periods worked before the ordinary commencing time and after the ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.

What are the Rates of Pay?

- 34:4 Day workers must be paid the following rates for overtime:

Table 10: Overtime Rates for Day Workers

| Day | Period | Rate |
|---|------------------|--------------------|
| Monday to Sunday (not a public holiday) | All hours worked | 2.0 |
| Public holiday | All hours worked | 2.0 + Ordinary Pay |

Minimum Payment for Non Merging Overtime

- 34:5 An Employee must be paid a minimum of four (4) hours at the appropriate overtime rate if the period of overtime the Employee is required to work is not connected to the ordinary working time.

34:6 Non merging overtime of less than four (4) hours duration is not treated as overtime for the purposes of a ten (10) hour break.

Cancellation of overtime

34:7 If AGL Macquarie cancels a period of prearranged overtime for any reason at short notice, it must pay the Employee if notified:

- (a) at home within one (1) hour of the time the Employee was to leave home – one hour at single time (at Base Rate for shift workers);
- (b) between the Employee's home and the place of work – three (3) hours at single time (at Base Rate for shift workers);
- (c) at the place of work – three (3) hours at the appropriate overtime rate.

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

Travel Associated with Merging Overtime

34:8 Employees, who work overtime which merges with normal or rostered working hours, must have their travel to and/or from their homes arranged by AGL Macquarie if they do not have their own transport, or AGL Macquarie assesses it would be unsafe for an Employee to use their own transport, or reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with Clause 41 – Travelling Time, Payment and Business Related Expenses.

Travel Associated with Non Merging Overtime

34:9 Employees, who work overtime which does not merge with normal or rostered working hours, must be paid for all reasonable time travelled, except when they receive a minimum payment in accordance with sub-clause 34:5. Employees shall receive the amount by which the sum of the actual time worked, at the appropriate rate, plus the entitlement to travelling time, in accordance with Clause 41 – Travelling Time, Payment and Business Related Expenses exceeds the minimum payment.

34:10 AGL Macquarie must reimburse Employees for any fares incurred.

Time Off After Overtime Ten (10) Hour Break

34:11 Whenever reasonably practicable, AGL Macquarie must arrange overtime so that Employees have at least ten (10) hours off duty between completing their work on one day and beginning it on the next.

34:12 If Employees resume or continue work without a ten (10) hour break, AGL Macquarie must pay them double time (of Base Rate for shift workers) until released from duty. They may then be absent until they have had a ten (10) hour break.

- 34:13 Employees must be paid at ordinary rates for any working time which occurs during this ten (10) hour break.
- 34:14 The conditions in sub-clauses 34:11 and 34:12 do not apply to overtime for which a minimum payment is applicable.
- 34:15 If Employees:
- (a) have had a ten (10) 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 (8) 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.
- 34:16 If Employees are required to continue to work during part of the period they would normally stand down, AGL Macquarie must pay these Employees for the period of stand down not taken at overtime rates.

Standing-by for Overtime

- 34:17 Employees required to hold themselves in readiness to work pre-arranged overtime after their ordinary finishing time on the same working day must be paid for that time at ordinary rates for the period between the ordinary finishing time and the commencement of the overtime.

35. OVERTIME – SHIFT WORK

What is Overtime?

- 35:1 Overtime is all time that AGL Macquarie authorises an Employee to work that is performed before the commencing time or after the finishing time of their rostered shifts.
- 35:2 Overtime is also payable where AGL Macquarie authorises an Employee to perform work that exceeds the Employee's ordinary hours of work as provided for in clause 26:1.

How is it Calculated?

- 35:3 In calculating how much overtime a shift worker works, each working day is treated separately. Periods worked before the ordinary commencing time and after the ordinary finishing time on a particular day are added together to give the worker's total overtime for that day. When a new day starts, the calculations begin again, except that overtime which begins on one day is counted for that day, even if it continues into the next day.

What are the Rates of Pay?

35:4 Shift workers must be paid the following rates for overtime:

Table 11: Overtime Payments for Shift Workers

| Day | Period | Rate |
|--|------------------|------|
| Monday to Sunday (not a public holiday) | All hours worked | 2 |
| Public Holiday | All hours worked | 2.5 |

Time Worked – During Rostered Break

35:5 All time worked during a shift worker's rostered break is paid at the rate of double time (of Base Rate for shift workers).

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

Time Worked – On Non Working Days

35:6 Employees who:

- (a) work on a Saturday or Sunday while rostered on a five (5) day, Monday to Friday, shift system; or
- (b) work on a Sunday while rostered on a six (6) day, Monday to Saturday, shift system

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

Minimum Payment for Non Merging Overtime

35:7 An Employee must be paid a minimum of four (4) hours at the appropriate overtime rate if the period of overtime the Employee is required to work is not connected to the ordinary working time.

35:8 Non-merging overtime of less than four (4) hours duration is not treated as overtime for the purposes of a ten (10) hour break.

Irregular Shift Work – Merging Overtime

35:9 Employees who:

- (a) are required to work irregular shift work; and
- (b) are being paid double time (of Base Rate for shift workers) for the ordinary time they work in accordance with sub-Clause 30:3; and
- (c) work overtime which merges with the finishing time of the shift they are working

must be paid at the rate of double time (of Base Rate for shift workers) for that overtime.

Time Off After Overtime – 10 Hour Break

- 35:10 (a) Whenever reasonably practicable, AGL Macquarie must arrange overtime so that Employees have at least ten (10) hours off duty:
- (i) between completing their work on one shift and commencing the next shift; or
 - (ii) if working away from their headquarters and incurring excess travelling time.
- (b) If Employees resume or continue work without a (10) hour break, AGL Macquarie must pay them double time (of Base Rate for shift workers) until released from duty. They may then be absent until they have had a ten (10) hour break.
- (c) Employees must be paid at the On-Shift rate for any working time which occurs during this ten (10) hour break.
- (d) If Employees are required to continue to work during part of the period they would normally stand down AGL Macquarie must pay these Employees for the period of stand down not taken at overtime rates.
- (e) Employees who have returned home after working overtime during a rostered break are entitled to the ten (10) hour break provision in respect of the period before commencement of the next ordinary shift.

Time Off Between Shifts

- 35:11 The rest period off duty must not be less than ten (10) consecutive hours for the purpose of changing shift or shift rosters or where a shift is worked by arrangement between Employees themselves.

Shift Workers Called Out – Not on Standby

- 35:12 Shift workers must be paid double time (of Base Rate for shift workers) for any overtime worked if they:
- (a) have completed their ordinary shift and returned home; and
 - (b) are notified after leaving their place of work that they are required to work overtime; and
 - (c) start the overtime two (2) hours or more before starting time of their next ordinary shift; and
 - (d) continue to work up to the starting time of that shift.
- 35:13 If the overtime shift finishes before the next ordinary shift starts, the shift workers are to be paid double time (of Base Rate for shift workers) for the overtime worked, with a minimum payment equal to four (4) hours at the appropriate overtime rate.
- 35:14 If the overtime commences less than two (2) hours before the commencing time of the next rostered shift, such overtime will be paid at the appropriate overtime rate,

provided that the overtime worked merges with the commencing time of the next rostered shift.

35:15 If the overtime finishes before the next ordinary shift starts, the shift workers are to be paid at the appropriate overtime rate for the time worked, with a minimum payment equal to four (4) hours at the appropriate overtime rate.

Notified of Overtime Before Leaving Work

35:16 Shift workers must be paid at the appropriate overtime rate for any overtime worked if they:

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

35:17 If the overtime finishes before the next ordinary shift starts, shift workers are to be paid at the appropriate overtime rate for the time worked with a minimum payment equal to four (4) hours at the appropriate overtime rate.

Twelve Hour maximum

35:18 If shift workers have to work overtime for four (4) or more days due to temporary shortage of trained staff, AGL Macquarie may arrange the overtime so that each normal shift plus the overtime does not exceed a total of twelve (12) hours.

When Overtime is Not Paid

35:19 Shift workers are not entitled to be paid overtime rates if the cause of the work arises from:

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

36. MEAL BREAKS – DAY WORK

36:1 Day workers are entitled to normal meal breaks on ordinary working days unless there is an emergency.

36:2 Day workers will be entitled to an unpaid meal break of thirty (30) minutes.

36:3 Day workers may take meal breaks as they fall due or at some other time by arrangement with their leader. However, Employees must not go without a meal break for more than five (5) hours unless there is an emergency.

Disrupted Meal Breaks

36:4 Employees who are unable to take all or part of their normal meal break must be paid:

- (a) overtime for the untaken part of the meal break; and

- (b) overtime rates until such time the meal break is taken.

Overtime – Monday to Friday

- 36:5 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 (1) hour and thirty (30) minutes – a meal break of twenty (20) minutes;
 - (b) after four (4) hours – a second meal break of twenty (20) minutes, but only if the Employees continue the overtime for at least another hour;
 - (c) after eight (8) hours – a third meal break of twenty (20) minutes, but only if the Employees continue the overtime for at least another hour.
- 36:6 The meal break must be paid at the appropriate overtime rate.
- 36:7 Employees may take their first meal break:
- (a) during ordinary working hours without loss of pay if the entitlement coincides with the ordinary commencing time; or
 - (b) at the commencement of the overtime or later by arrangements with their leader, if the period of continuous overtime begins after the ordinary finishing time.

Overtime – Saturday, Sunday or Public Holiday

- 36:8 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 twenty (20) minutes with pay only if they are working during what would be their ordinary working hours and the overtime is for more than four (4) continuous hours; and/or
 - (b) meal breaks with pay as set out in sub-clause 36:5.

Overtime – Meal Breaks Count

- 36:9 Meal breaks with pay allowed in connection with overtime are considered to be overtime. They do not break continuity and must be included in computing the amount of overtime worked by Employees.

Overtime – Extension of Meal Break

- 36:10 Employees may extend meal breaks during overtime up to one (1) hour if the supervisor agrees. The time in excess of twenty (20) minutes is not paid.

37. MEAL BREAKS – SHIFT WORK

- 37:1 Shift workers are entitled to normal meal breaks on ordinary working days unless there is an emergency.
- 37:2 A shift worker will be entitled to crib breaks totalling thirty (30) minutes which will count as time worked.

37:3 Employees may take meal breaks as they fall due or at some other time by arrangement with their leader based upon operational requirements. However, Employees must not go without a meal break for more than five (5) hours unless there is an emergency.

37:4 If at the direction of their Leader a shift worker is required to work more than five (5) hours without a crib break, then the Employee will be paid at overtime rates until a meal break is allowed.

38. **SHOWERING**

38:1 Facilities will be provided to allow staff to shower after completion of their shift or in special circumstances. Showers will not normally be taken during normal working hours without the approval of their Leader.

PART SIX: OTHER MATTERS AND CONDITIONS OF EMPLOYMENT

39. USE OF CONTRACTORS AND SUPPLEMENTARY LABOUR

Use of Contractors

39:1 AGL Macquarie may outsource or engage contractors to complete projects or packages of work.

| | |
|--------------|---|
| Step One (1) | <p>Where the projects or packages of work are normally carried out by AGL Macquarie Employees, the relevant Leader will evaluate the Team's capacity to undertake the work and will consult with relevant Employees on the projects or packages of work to be carried out based on:</p> <ul style="list-style-type: none"> • Technical expertise required to accomplish work; • Business requirements or other work priorities; • Availability of Employees to complete the work <p>Prior to the contract being awarded the following information will be included in the record of consultation and provided in writing to relevant Employees, their union(s) and/or their representative(s):</p> <ul style="list-style-type: none"> • Work scope for the project or package of work • Timeframe and duration of the project or package of work • Estimated labour hours • Location of the project or package of work • Comments raised by Employees |
| Step Two (2) | <p>AGL Macquarie will update Employees with information regarding:</p> <ul style="list-style-type: none"> • The name(s) of the contractor(s) • The date and time when the work will commence • The final scope of the work (allocation of work into discrete packages to enable clear identification of responsibility for each task) • Applicable industrial award(s) and/or enterprise agreement(s) as advised by the contractor(s) |

39:2 The efficiency of AGL Macquarie business operations is to be maintained at all times and is not to be adversely impacted by the implementation of this procedure.

39:3 The consultation provisions outlined in this clause do not apply to the engagement of contractors for capital project works which are not normally carried out by AGL Macquarie Employees, provision of labour resources to undertake AGL-wide projects and initiatives, or urgent work (work that poses a risk to HSE, or imminent risk to production or the integrity of assets).

39:4 If a dispute arises in relation to the operation of clauses 39:1-39:3 it shall be dealt with in accordance with Clause 7 – Grievance and Dispute Procedures.

Supplementary labour

39:5 AGL Macquarie may from time to time decide at its discretion to utilise supplementary labour to work with AGL Macquarie Employees. Placement of supplementary labour in a work group to backfill a member of the work group will occur in the following instances:

- (a) To fill temporary vacancies
- (b) Backfilling Employees on secondments
- (c) Backfilling for training and leave

39:6 AGL Macquarie will report on the use of supplementary labour via the Consultative Mechanism contained in this Agreement. This information may also be provided upon the request of the Unions and AGL Macquarie will provide the name and contact details of the supplementary labour firm used.

39:7 In the event that AGL Macquarie engages supplementary labour, AGL Macquarie commits that the use of supplementary as outlined in this clause will not:

- (a) restrict training opportunities for Employees in accordance with business requirements so that they are able to access work in areas which may be different from their current role; or
- (b) result in the termination of an Employee covered by this Agreement in order to replace such Employee(s) with supplementary labour.

39:8 AGL Macquarie will require that the wages of supplementary labour Employees engaged to do work covered by this Agreement are no less favourable than the wages paid to AGL Macquarie Employees for equivalent or similar work based on the supplementary labour Employee working an equivalent roster and hours to an Employee under this Agreement. Where casual loading is payable, such loading will be in addition to the base rate.

39:9 Supplementary labour Employees will have the right to request to convert to permanent employment with AGL Macquarie after performing work on an ongoing and systematic basis for a period of twelve (12) months. AGL Macquarie may refuse the request in its sole discretion.

39:10 The minimum engagement period for a supplementary labour Employee shall be fourteen (14) days.

39:11 The commitment contained in the table in clause 39:1 does not apply to contractors to AGL Macquarie who are engaged under contract for service arrangements. For the avoidance of doubt, 'contractors' does not mean supplementary labour.

40. CLOTHING AND TOOLS

Basis of Issue

- 40:1 AGL Macquarie must issue clothing, personal protective equipment or other articles if considered necessary.
- 40:2 AGL Macquarie may issue tools at its discretion.

Responsibility of Employee

- 40:3 Employees are responsible for:
- (a) the proper care of any clothing or other article issued; and
 - (b) the laundering of clothing issued to them, unless they are:
 - (i) engaged in or exposed to the spraying of lead and/or silica paint;
 - (ii) handling or exposed to PCBs, asbestos or synthetic fibres or have their clothing substantially soiled by transformer oil;
 - (iii) exempted by AGL Macquarie.

Use of Clothing

- 40:4 The Employee must wear any clothing, or use any tools or articles issued:
- (a) only in the course of duty; and
 - (b) for the purposes for which they are issued.

Replacement

- 40:5 AGL Macquarie must replace clothing and tools when they are:
- (a) faulty and have been returned; or
 - (b) lost and the loss is accounted for satisfactorily; or
 - (c) damaged by acid or other substances through no fault or negligence of the Employee and become unwearable.
- 40:6 An Employee must replace or pay for any item of clothing or tools lost or damaged through misuse or negligence, AGL Macquarie's decision in the matter is final.

41. TRAVELLING TIME, PAYMENT AND BUSINESS-RELATED EXPENSES

- 41:1 **Assigned Place of Work** will be either of the power station sites (Bayswater and Liddell).

Working away from Normal Place of Work

- 41:2 If an Employee is required to work away from his or her assigned place of work and this involves additional time spent travelling then travel time at single time (at Base Rate for shift workers) is payable.
- 41:3 Travel time is payable for that period of time in excess of what time an Employee would spend travelling between his or her assigned workplace and his or her home.

Travel for Training/Conferences

- 41:4 Every effort will be made to make available a company vehicle for Employees required to attend work related training or conferences.
- 41:5 Where approved by AGL Macquarie and comprehensive insurance evidence is provided, an Employee may use their private vehicle to travel to/from a seminar conference or training course. If approval for the use of a private vehicle is given reimbursement of vehicle costs will be paid in accordance with Table 12 below.
- 41:6 Travel reimbursement will not be provided to University, TAFE, or other tertiary education programs which are being undertaken with the support of AGL Macquarie, or through an apprenticeship or traineeship.

Travel for Overtime Not Merging with Ordinary Hours

- 41:7 Employees who work overtime which does not merge or is not considered to merge with their ordinary working hours must be paid travelling time and vehicle reimbursement in accordance with sub-clause 41:9 and 41:10 and Table 12 .
- 41:8 When overtime is worked and paid in accordance with the minimum payment provision of Clause 34 Overtime – Day Work and Clause 35 Overtime – Shift Work, the travelling time is calculated as follows:

| | | | | |
|---|--------|---|---------|-------------------------------------|
| The sum of the actual time worked at the appropriate rate | + | The entitlement to travelling time | - | The minimum payment provision |
| | (plus) | | (minus) | |

Ordinary and Penalty Rates

- 41:9 Travelling time is paid on the actual day of travel and must be paid at:
- (a) single time (at Base Rate for shift workers) on Mondays to Saturdays; or
 - (b) time and one-half (calculated at Base Rate for shift workers) on Sundays and Public Holidays.

Higher Grade

- 41:10 Travelling time in connection with work for which an Employee is receiving higher grade pay must be paid at that higher grade rate.

Table 12: Travel Time and Vehicle Reimbursement Payments

| | Overtime Related | Training or Business Related |
|------------------|--|--|
| Private Vehicle | <p>Time paid at single time (at Base Rate for shift workers) to a maximum of 1.6 hours (for 52 km) from assigned place of work.</p> <p>Usage of vehicle calculated at the nominated rate for vehicle reimbursement* to a maximum of 52 km.</p> | <p>Reimbursement of use of vehicle calculated at the nominated rate for vehicle reimbursement* to a maximum 52 kms, unless other arrangements are approved by AGL Macquarie.</p> |
| Provided Vehicle | <p>Time paid at 50% of single time (at Base Rate for shift workers) to a max of 1.6 hours.</p> <p>No payment for use of vehicle.</p> | <p>No payment for use of vehicle.</p> |

*The nominated rate for vehicle reimbursement is the Australian Tax Office nominated rate per kilometre for an ordinary car with an engine capacity of 1.6 litre – 2.6 litre as varied from time to time.

Travel and other Business Related Expenses

41:11 AGL Macquarie will reimburse reasonable and verified out of pocket expenses incurred by an Employee who is undertaking approved training or business related activities.

Engineering Accreditation

41:12 Where an engineering Employee is required or seeks to be accredited as a Registered or Chartered Professional Engineer, AGL Macquarie will:

- (a) reimburse the cost associated with achieving Chartered or Registered status, up to a maximum of \$2,000 per annum (or as required) once sufficient evidence is provided;
- (b) pay for the reasonable costs associated with maintaining such accreditation (once an engineer has achieved either Chartered or Registered status), including professional development training and/or course fees up to \$1,000 per annum;
- (c) grant reasonable paid leave, to attend or participate in relevant professional development training and/or courses in order to meet the required professional development hours to maintain accreditation in accordance

with AGL's Assisted Education Policy as in force and amended from time to time (which does not form a term of this Agreement).

41:13 An 'engineering Employee' is defined as an Employee who is eligible to apply for registered or chartered engineer status.

42. MISCELLANEOUS

Salary Sacrifice – General

42:1 Salary Sacrifice arrangements (salary packaging) may be available to permanent full-time and part-time AGL Macquarie Employees. Such arrangements will be mutually agreed and in accordance with Australian Taxation Office (**ATO**) Guidelines and general legislation.

Holding of Meetings on AGL Macquarie Premises

42:2 Permission to hold any meeting on any of AGL Macquarie premises must be requested by the Employee(s) or Union(s) concerned to the relevant Manager of the location.

42:3 Should a request for such a meeting not be approved, the meeting must not be held on AGL Macquarie's premises.

42:4 Unless approved by the AGL Macquarie General Manager (and subject to applicable legislation), Employees must not be paid for time lost attending such meetings.

42:5 This clause is not intended to provide for an entitlement to enter premises for a purpose referred to in section 481 of the Fair Work Act, or to enter premises to hold discussions of a kind referred to in section 484 of the Fair Work Act, other than in accordance with the right of entry provisions contained in Part 3-4 of the Fair Work Act.

Lateness Exemption

42:6 AGL Macquarie will not make deductions from an Employee's ordinary pay where the Employee is late to work on a particular day or shift, if AGL Macquarie is satisfied that the lateness is due to a one-off misadventure beyond the Employee's control.

42:7 The entitlement is conditional upon the Employee reporting to work to complete the remainder of the day or shift, and providing evidence to AGL Macquarie if requested by it.

Liddell Transition

42:8 AGL Macquarie has announced Liddell Power Station (**Liddell**) will transition to closure. AGL Macquarie recognises the impact of the closure of Liddell on its Employees.

42:9 To mitigate the impact of the closure, AGL Macquarie undertakes the following:

- (a) There will be no forced redundancies of Employees as a direct result of the closure of Liddell.

- (b) At the closure of Liddell, impacted Employees will transfer to Bayswater and will maintain their relevant classification and rate of pay.
- (c) Employees of AGL Macquarie (located at Bayswater and Liddell Power Stations) will not be forced to transfer to other AGL business locations outside of the Hunter Region as a result of Liddell closure.
- (d) Impacted Employees will be given the opportunity to undertake relevant training if required to enable them to continue in their role or undertake other suitable roles.
- (e) AGL Macquarie will establish a Liddell Transition working group, comprising representatives of AGL Macquarie management, Employees and relevant unions and other key stakeholders. This working group will be the forum by which AGL Macquarie will consult on Employee transition arrangements.

42:10 For clarity, 'closure' means when Liddell power station permanently ceases generating electricity, as declared by AGL Macquarie, which includes the decommissioning process.

43. RIGHTS AND RESPONSIBILITIES OF EMPLOYEE REPRESENTATIVES

43:1 The rights and obligations under this clause relate to all appointed Employee Representatives.

43:2 An Employee of AGL Macquarie will be recognised as an Employee Representative if:

- (a) appointed or elected as a Union delegate in the work group in which he or she is employed and AGL Macquarie has been notified of this appointment or election by the relevant Union; or
- (b) the Employee has been nominated by a work group or individual to be their representative and AGL Macquarie has been notified of this appointment.

43:3 An Employee Representative will be expected to:

- (a) recognise that work activities, as directed by their Leader, take priority;
- (b) perform the normal duties of the role for which he or she has been employed; and
- (c) seek leave from his or her Leader to perform any duties associated with his or her role as an Employee Representative.

43:4 In addition to the protections afforded to Employee Representatives through legislation, an Employee Representative, during working hours, may take a reasonable amount of time to meet with Employees they represent and discuss workplace issues affecting them.

- 43:5 An Employee Representative may:
- (a) participate in discussions and industrial relations tribunal proceedings associated with the dispute settlement procedures;
 - (b) support Employees in disciplinary or performance management issues if he or she is selected as the affected Employee's representative;
 - (c) contribute to workplace committees, teams and other like activities when requested by AGL Macquarie; and
 - (d) meet with Employees on Employee relations issues.
- 43:6 AGL Macquarie will:
- (a) Allow Employee Representatives reasonable use of telephones, computer and IT accessories, email, photocopying and designated notice boards provided that any use of these facilities is undertaken in accordance with AGL's code of conduct and other relevant policies (which do not form terms of this Agreement).
 - (b) Provide leave without loss of pay of up to thirty six (36) hours per annum for each nominated Union delegate to attend:
 - (i) training related to their role as an Employee Representative;
 - (ii) seminars and meetings (which, for a Union delegate includes the Annual Conference of the Union)
- provided that the total number of hours each year shall not exceed seventy two (72) hours per Union party to this Agreement.
- 43:7 This leave is conditional upon:
- (a) the Employee providing AGL Macquarie with at least two (2) weeks' notice of the date(s) that they will be required to be absent from the workplace and, if requested by AGL Macquarie, reasonable evidence of attendance at the event for which leave is taken; and
 - (b) a right by AGL Macquarie to refuse the leave, where it cannot be reasonably accommodated by the business; and
 - (c) any attendance on an Employee's normal working day, payment only occurring for time spent at events; and
 - (d) any attendance on an Employee's rostered day off, the Employee representative who has approved leave in accordance with sub-clause 43:6(b) is eligible for a maximum of one ordinary shift of time in lieu hours (at ordinary time) per annum.
- 43:8 Where requested by the relevant union, release the appropriate union delegate where required to participate in a matter before an industrial relations tribunal, without loss of pay for ordinary time.

- 43:9 Requests for training opportunities by Employee Representatives who are not Union delegates will be considered by AGL Macquarie as requested by the Employee.
- 43:10 AGL Macquarie will not be obliged to make overtime payments to any Employee for the time spent undertaking activities related to their role as an appointed Employee Representative.

PART SEVEN: LEAVE

44. ANNUAL LEAVE

Amount of Leave

- 44:1 Employees, other than casuals, are entitled to paid Annual Leave as set out below. The entitlement is in satisfaction of, and not in addition to an Employee's entitlement under the NES.

Table 13: Annual Leave Entitlements

| Category | Amount of Paid Leave |
|--|---|
| Full-time Employees other than those separately listed below | 140 hours exclusive of Public Holidays for each twelve (12) months' continuous service |
| Full-time maintenance day workers | 175.5 hours exclusive of Public Holidays for each twelve (12) months' continuous service |
| Full-time shift workers who work a roster and who, over the roster cycle, may be rostered to work ordinary time shifts on any of the seven days of the week; and who are regularly rostered to work on Sundays and Public Holidays | 140 hours exclusive of Public Holidays for each twelve (12) months' continuous service plus thirty five (35) hours (a total of one hundred and seventy five (175) hours) per twelve (12) months on the roster (pro rata for periods less than twelve (12) months on the roster) |
| Part-time Employees | A pro rata amount of leave according to their ordinary hours of work. |

- 44:2 Note: 140 hours is the equivalent of four (4) weeks' Annual Leave and is not intended to reduce the entitlement to leave under the NES, as amended (see clause 6:2).

Additional Annual Leave Entitlements – Annualised Salary Arrangements

- 44:3 Shift workers who work under an annualised salary arrangement will be entitled to additional periods of Annual Leave to those shown in Table 13 above, in accordance with Table 14 below. This period of additional Annual Leave has been granted in compensation for the previous entitlement to periods of "time in lieu" of Public Holidays.

Table 14: Additional Annual Leave

| Shift Arrangement | Period of Additional Leave |
|--|---|
| 7-day (5-Panel) 12-hour rotating shift | Seventy (70) hours additional Annual Leave for each twelve (12) months or proportionate as noted at Table 13. |

| Shift Arrangement | Period of Additional Leave |
|-----------------------------------|---|
| 7-day (2-panel) 10-hour day shift | Forty (40) hours for each twelve (12) months or proportionate as noted at Table 13 plus an additional ten (10) hours of Annual Leave for any Public Holiday (not included in annualised salary payment) worked. |

- 44:4 In the case of Employees who work a 7-day 10-hour day shift the additional Annual Leave shown in Table 14 is expected to average seventy (70) hours per annum if all Public Holidays are worked. For any Public Holiday (not included in the annualised salary payment) where staff are not required to attend for work, then the additional leave is taken to have been granted on that day.
- 44:5 The additional Annual Leave shown in Table 14 may be cashed out in accordance with sub-clause 44:21 of this Agreement.
- 44:6 Annual Leave Loading has been incorporated into the base rate of pay set out in Clause 9 – Salaries and Appendix B.

Purchased Leave

- 44:7 Shift workers to whom Table 14 (Additional Annual Leave) applies may apply to purchase up to 70 hours each calendar year of leave, providing that:
- (a) The purchase of such leave is deducted from the maximum of any other entitlement to purchased leave; and
 - (b) The purchased leave must not result in a leave balance (inclusive of all accrued annual leave) in excess of the maximums outlined in sub-clause 44.11; and
 - (c) Purchased leave is to be taken prior to accrued annual leave and must be used within the calendar year. Purchased leave is unable to be accrued. In the event that the Employee has not used all their purchased leave, the value of the unused leave as at 31 December each year will be refunded to the Employee; and
 - (d) Leave is to be taken in accordance with clause 44.
 - (e) Shift workers can apply for purchased leave only during the relevant application periods as advised by AGL Macquarie.

Taking Leave

- 44:8 Employees may take a minimum of one (1) hours’ leave.
- 44:9 An Employee must apply to take Annual Leave as soon as practicable and at least one (1) month before the leave begins. However, if AGL Macquarie agrees that extenuating circumstances exist, Annual Leave may be approved at shorter notice.

- 44:10 Annual Leave may be taken at any time mutually agreed between the Employee and his or her manager, provided that the Employee's request to take the leave is reasonable and can be accommodated, taking into account:
- (a) business needs, including peak work periods (where Annual Leave will be limited); and
 - (b) team Annual Leave and Long Service Leave that has already been approved and rostered.
- 44:11 Unless AGL Macquarie and an individual Employee have agreed otherwise, Annual Leave should only accrue to a maximum of:
- (a) 630 hours for shift workers;
 - (b) 390 hours for maintenance day workers; and
 - (c) 350 hours for all other Employees.
- 44:12 Approval to exceed the cap is by agreement, and may only be granted in special circumstances, such as where an Employee is planning an extended trip.
- 44:13 AGL Macquarie may require Employees with leave balances in excess of the amounts set out in sub-clause 44:11 above, to take Annual Leave by providing no less than one (1) months' notice. This clause operates subject to the following:
- (a) Any Employee, who has leave accruals in excess of this amount on the date the Agreement is approved, will be allowed up to twelve (12) months from that time to reduce their leave balance at a mutually agreeable time. If a mutually agreeable time cannot be reached, the Employee will be directed to take Annual Leave.
- (Note: An Employee may reduce their leave balance by applying to take Annual Leave and/or applying to cash out a portion of the leave).
- (b) An Employee will not be directed to take Annual Leave until they have first exhausted any accrued balance time that may be required to be taken.
 - (c) If an Employee has applied for and been refused Annual Leave, and as a direct consequence exceeds this accrual, he or she will be allowed a period of six (6) months to make alternative plans to take Annual Leave, before being required to take Annual Leave.
- 44:14 Payment for Annual Leave will be:
- (a) For day work Employees – the Employees base rate of pay including General Purpose Allowance.
 - (b) For shift workers on annualised salary – the On-Shift rate.

Operator Leave Management

- 44:15 There will be a process for managing leave for the operator group, with the aim to:
- (a) maintain an appropriate mix of skills on shift while providing opportunities for staff to take leave; and

- (b) provide a simple and uniform leave management process for all operating shifts for (i) annual leave, and (ii) long service leave of less than 140 hours duration.

44:16 Leave covered by this clause will be managed based on the following principles:

Each shift will be divided into groups of three (3) people and entered into a table, with as many groups as necessary to accommodate the whole shift. The first group will start with the highest operator position (e.g. Shift Manager), followed by the next highest operator position (e.g. Assistant Shift Manager), with subsequent group positions allocated on the same basis. Once a group of three (3) is filled a new group will be started. The underlying principle being that the table is filled top to bottom (three (3) rows per group), left to right.

Table 15: An example of a leave table:

| Group 1 | Group 2 | Group 3 | Group 4 | Group 5 |
|---------|---------|---------|---------|---------|
| SM | PC | APC | APC | GO |
| ASM | PC | APC | GO | |
| SPC | APC | APC | GO | |

The above example is for diagrammatic purposes only and is not intended to reflect actual or required shift staffing.

44:17 Guidelines for allocating leave:

- (a) The leave order for each group will alternate each year with each member of the group having the opportunity to have the first choice over a three year period.
- (b) Each year after the first Leave selection has passed through all members of a group, a second and third selection will be carried out in the same order as for the first selection.
- (c) After three (3) selection rounds, any vacant leave periods become open to all group members, on a first come basis. For example: If 'May' was not selected after three (3) selections, then anyone can make a selection in that month, provided the selection complies with the criteria in sub-clause 44:17(d).
- (d) During the first three (3) selection rounds only one member from a group can be on leave at any time. However, for any subsequent leave selections more than one (1) member of a group can be on leave at the same time provided that:
 - (i) an appropriate mix of skills will remain available on shift, and
 - (ii) there are surplus leave opportunities in another group.

Payment of Leave on Cessation of Employment

44:18 Any untaken Annual Leave will be paid to the Employee (or the Employee's personal legal representative) on cessation of employment at a rate equal to that which the Employee would have received had he or she taken the leave.

Cashing out of Annual Leave – All Employees

44:19 An Employee may, with the agreement of AGL Macquarie, cash out a portion of their Annual Leave in accordance with the following:

- (a) the Employees leave balance is reduced in accordance with the amount of leave that is paid to the Employee; and
- (b) the Employee must retain an accrued entitlement of no less than four (4) weeks, after the cashing out; and
- (c) each cashing out of a particular amount must be by a separate agreement in writing between AGL Macquarie and the Employee; and
- (d) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

44:20 In addition to the requirements of the Fair Work Act, the Employee must also take an equivalent period of Annual Leave to the portion of leave that has been cashed out.

Cashing out of Additional Annual Leave

44:21 Employees who are entitled to additional Annual Leave in accordance with sub-clause 44:5 of this Agreement may cash out all or part of this additional entitlement at any time. The requirements contained in sub-clauses 44:19 and 44:20 are not required to be satisfied for the cash out of this component.

45. LONG SERVICE LEAVE

Source of entitlement to Long Service Leave

45:1 Long Service Leave is covered by the *Long Service Leave Act 1955 (NSW) (LSL Act)* (as varied or in force from time to time), or Fair Work Act, as applicable except where the provisions of this clause provide a more favourable outcome (in which case, the provision in the clause applies).

45:2 The entitlement to long service leave under this Agreement is to offset, and not be in addition to, any long service leave entitlement arising under the LSL Act, Fair Work Act or any other long service leave law. Note: For the avoidance of doubt, Employees receive a more favourable Long Service Leave entitlement under this Agreement than under the LSL Act. The entitlement in sub-clause 45:4 is intended to

include the minimum statutory entitlement, plus the additional entitlement provided by AGL Macquarie under this Agreement.

What Service Counts?

- 45:3 In calculating how much Long Service Leave an Employee is entitled to, AGL Macquarie must include:
- (a) actual service with AGL Macquarie;
 - (b) periods of service with another employer where an agreement has been reached between AGL Macquarie and that employer;
 - (c) periods of service under Clause 50 – Calculation of Service, of this Agreement;
 - (d) any other period of service required to be counted under the LSL Act or Fair Work Act, as applicable.

At What Rates Does Leave Accrue?

45:4 Long Service Leave accrues as shown in Table 16 below:

Table 16: Accrual of Long Service Leave Entitlement

| Period of Continuous Service (Years) | Amount of Paid Leave |
|--------------------------------------|----------------------|
| 10 | 13 weeks |
| 15 | 19.5 weeks |
| 20 | 30.33 weeks |
| Each year after 20 years | 2.17 weeks. |

- 45:5 It is not intended to reduce the entitlement to leave under the LSL Act.
- 45:6 The entitlement for length of service in between any of the periods listed in sub-clause 45:4 is worked out on a proportional basis.

How is Leave Paid?

- 45:7 An Employee will be paid, while on Long Service Leave (or in respect of leave paid out on termination of employment), either:
- (a) the Employee's **Long Service Leave rate of pay** as on the prescribed date; or
 - (b) a pro-rata rate calculated to reflect an average of the rates at which the Employee had been entitled to be paid for Long Service Leave over the five (5) year period ending on the prescribed date;
- whichever is greater.

- 45:8 The Employee's **Long Service Leave rate of pay** will be:
- (a) For day work Employees – the Employees base rate of pay including General Purpose Allowance.
 - (b) For shift workers on annualised salary – the Off-Shift rate.
- 45:9 Upon termination of employment with AGL Macquarie, payment of the value of the Long Service Leave is based on completed service.

When Can Leave Be Taken?

- 45:10 Employees may clear Long Service Leave as it becomes due. However, if the time of taking the leave would seriously inconvenience AGL Macquarie, then it may be postponed to a time on which both the Employee and AGL Macquarie can agree.
- 45:11 Unless inconsistent with the LSL Act (or other applicable Act) in respect of the portion of Long Service Leave that meets the minimum entitlement under that Act, an Employee may take Long Service Leave:
- (a) on full pay;
 - (b) in periods of four (4) weeks or more; or
 - (c) with the agreement of AGL Macquarie in periods of not less than two (2) weeks; or
 - (d) on half pay only at a time suitable to AGL Macquarie and at its discretion. If half pay is chosen then the Employee is entitled to a period of absence twice the amount of entitlement.
- 45:12 Employees must give AGL Macquarie at least one (1) months' notice before the date they intend to take Long Service Leave.

Public Holidays Falling During Leave

- 45:13 Long Service Leave does not include Public Holidays.

On Leaving Between 5 and 10 Years

- 45:14 If an Employee has completed at least five (5) years' service then the Employee is entitled to a proportional amount of Long Service Leave equal to 1.3 weeks for each year of total service if:
- (a) AGL Macquarie 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.

AGL Macquarie must pay the Employee (or the legal representatives in the case of death) a cash amount equivalent to the leave.

After 10 Years

45:15 If an Employee has completed on the cessation of employment at least ten (10) years' service which entitles the Employee to Long Service Leave, AGL Macquarie must pay the Employee (or the legal representative in the case of death) a cash amount equivalent to any untaken leave.

46. PUBLIC HOLIDAYS AND PICNIC DAY

46:1 The following days are observed as Public Holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Sunday
- (f) Easter Monday
- (g) ANZAC Day
- (h) Queen's Birthday
- (i) Labour Day
- (j) Christmas Day
- (k) Boxing Day
- (l) Picnic Day
- (m) Other proclaimed Public Holidays under the *Public Holidays Act 2010 (NSW)*, as varied or in force from time to time (which does not form a term of this Agreement).

What is a Day Worker Entitled to?

46:2 A day worker is entitled to Public Holidays without loss of ordinary pay if the Employee is not absent without approval on the working day before and after the Public Holiday.

What is a Shift Worker Entitled to?

46:3 A shift worker is:

- (a) paid for Public Holidays in accordance with Clause 31 – Shift Penalty; and
- (b) not entitled to be paid if absent without approval when the shift worker's normally rostered shift falls on a Public Holiday.

Are Public Holidays Paid During a Period of Absence?

46:4 An Employee who is entitled to payment for a Public Holiday is paid at single time (On-Shift rate for shift workers) when the Public Holiday occurs during a period of:

- (a) approved leave without pay not exceeding twenty (20) consecutive days or shifts;
- (b) approved Personal Leave (taken due to a personal illness or injury) without pay.

Picnic Day

46:5 Picnic Day is defined as the last Monday in November or another time as agreed with an Employee’s Leader.

46:6 The conditions for pay set out in sub-clauses 46:2-46:4 apply to Picnic Day.

Public Holiday arrangements for Employees who work a 7-day 10-hour day shift

46:7 Annualised salary arrangements for Employees who work a 7-day 10-hour day shift incorporate six (6) gazetted Public Holidays only (these are shown in Table 17). These included days are classed as normal working days, and no additional penalties will be paid for Employees working on these days. That is, an Employee will not get paid at a Public Holiday overtime rate when working these days, instead the loading would accommodate this. For all other gazetted Public Holidays, an Employee will be paid Public Holiday overtime rates when working these days, although staff may be requested to observe the Public Holiday. This includes any additional gazetted Public Holidays and any Public Holidays in lieu of those occurring on Sundays.

Table 17: Public Holidays for Employees who work a 7-day 10-hour day shift

| Public Holidays (included in loading) | Public Holidays (not included in loading) |
|--|--|
| Australia Day | New Year’s Day |
| Easter Saturday | ANZAC Day |
| Easter Monday | Good Friday |
| Queen’s Birthday | Easter Sunday |
| Labour Day | Christmas Day |
| Picnic Day | Boxing Day |

47. PERSONAL/CARER’S LEAVE

47:1 An Employee (other than a casual Employee) is eligible for paid Personal/Carer’s Leave, or (where permitted by sub-clause 47:9 below) unpaid Personal/Carer’s Leave, in the circumstances set out in Column 1 of Table 18 below, provided that:

- (a) the Employee complies with the evidence requirement specified in sub-clauses 47:2 and 47:3; and

- (b) the Employee is not in receipt of Workers' Compensation for the absence; and
- (c) where the Personal/Carer's Leave is taken during a period of Long Service Leave, the requirement under the Long Service Leave legislation for taking leave in a certain number of periods will be met.

Evidence Requirements

47:2 AGL Macquarie may require Employees to provide evidence to support their claim for Personal/Carer's Leave:

- (a) where an Employee has taken:
 - (i) more than four (4) instances of Personal/Carer's Leave without meeting the evidence requirements in Column 2 of Table 18 below in a twelve (12) month period; or
 - (ii) a total of eight (8) days in a twelve (12) month period; or
- (b) for any absence of more than three (3) consecutive working days; or
- (c) where it would otherwise be reasonable in the circumstances to require the evidence.

47:3 Where evidence is required, the Employee must provide the evidence in Column 2 of Table 18 below, that corresponds to the type of leave, as outlined in Column 1 of Table 18 below.

Table 18: Evidence Requirements for Personal/Carer's Leave

| COLUMN 1 | | COLUMN 2 |
|---|--|--|
| Permitted reason for taking paid or unpaid Personal/Carer's Leave: | | Evidence requirement: |
| (1) | The Employee is unfit for work because of personal illness or injury | <ul style="list-style-type: none"> • Medical certificate from a Doctor; or • A certificate from a registered Dentist or Pharmacist, but only if the certificate states that the Employee was unfit for work for the whole of the absence; or • Where a Doctor's certificate is unable to be obtained by the Employee, a Statutory Declaration that states the name and address of the Doctor's Practice, the date of the attempted consultation, the reason for being unable to obtain the certificate, and that the Employee was unfit for work for the whole of |

| COLUMN 1 | | COLUMN 2 |
|---|--|--|
| Permitted reason for taking paid or unpaid Personal/Carer's Leave: | | Evidence requirement: |
| | | <p>the absence due to personal illness or injury; or</p> <ul style="list-style-type: none"> In the case of a hospital admission an additional certificate for each four (4) weeks' of admission. |
| (2) | The Employee is required to attend a doctor for treatment or advice for a serious illness or injury, and cannot attend work | <ul style="list-style-type: none"> Medical certificate from a Doctor; or Where a Doctor's certificate is unable to be obtained by the Employee, a Statutory Declaration that states the name and address of the Doctor or Practice, the date of the consultation, and the reason for being unable to obtain the certificate. |
| (3) | The Employee is required to attend a medical specialist appointment (including pathology and x-ray) on referral from a Doctor | <ul style="list-style-type: none"> A certificate of attendance made out by or on behalf of the specialist or medical practice. |
| (4) | The Employee is required to provide care or support to a member of his or her immediate family or household who is sick or injured, and cannot attend work | <ul style="list-style-type: none"> The Employee is required to provide evidence of the illness of the person concerned and that the illness is such as to require care by another person. This could be done by production of: <ul style="list-style-type: none"> a medical certificate from a Doctor; or a Statutory Declaration. In normal circumstances, an Employee must not take Carer's Leave where another person has taken leave to care for the same person. |
| (5) | There is an unexpected emergency affecting a member of his or her immediate family or household, and the Employee cannot attend work | <ul style="list-style-type: none"> A Statutory Declaration providing evidence of the unexpected emergency and the reason why the Employee was unable to attend work. |

| COLUMN 1 | | COLUMN 2 |
|---|--|---|
| Permitted reason for taking paid or unpaid Personal/Carer's Leave: | | Evidence requirement: |
| (6) | The Employee has contact with a person suffering from an infectious disease or has restrictions imposed on him or her by law concerning the disease, and cannot attend work | <ul style="list-style-type: none"> • Medical certificate from a Doctor. |
| (7) | The Employee is ill or injured (for at least five (5) consecutive days) during a period of Long Service Leave and is unable to derive benefit from that portion of the leave | <ul style="list-style-type: none"> • Medical certificate from a Doctor; and • A Statutory Declaration that the Employee was unable to derive benefit from that portion of the leave. |
| (8) | The Employee meets the requirements for taking paid Carer's Leave (for at least two (2) calendar weeks) during a period of Long Service Leave and is unable to derive benefit from that portion of the leave | <ul style="list-style-type: none"> • Medical certificate from a Doctor in relation to the person who requires care or support; and • A Statutory Declaration that the Employee was unable to derive benefit from that portion of the leave. |
| (9) | The Employee meets the requirements for taking Personal/Carer's Leave, while they are on a period of Annual Leave | <ul style="list-style-type: none"> • A medical certificate from a Doctor; and • If the Personal Leave is for carer reasons, a Statutory Declaration that the Employee was the person responsible for the care of the sick or injured family or household member. |
| (10) | The Employee is experiencing domestic violence and needs to be absent from the workplace to attend to matters arising from domestic violence. | <ul style="list-style-type: none"> • An Employee who requests paid Domestic Violence Leave is required to produce evidence to support the need for this leave such as a medical certificate, a document issued by the police service or a court, or a statutory declaration. • Other evidence may be accepted by AGL Macquarie where it is satisfied, on reasonable |

| COLUMN 1 | | COLUMN 2 |
|---|--|--|
| Permitted reason for taking paid or unpaid Personal/Carer's Leave: | | Evidence requirement: |
| | | grounds, that the evidence supports the reason for the absence. |
| (11) | Leave for any of the reasons set out above | <ul style="list-style-type: none"> An Employee's Manager or a People and Culture representative may approve paid or unpaid Personal/Carer's Leave for a reason in Column 1, where the Employee has not met (or cannot meet) the evidence requirement in Column 2, provided the Manager is satisfied that the absence claimed is legitimate. |

Notification of Personal/Carer's Leave

47:4 An Employee shall, wherever practicable, give AGL Macquarie notice, prior to the absence, of the intention to take leave, the reasons for taking such leave and the estimated length of absence. If the leave is taken as Carer's Leave, the Employee shall also provide the name of the person requiring care and that person's relationship to the Employee. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.

Amount of Paid Personal/Carer's Leave

47:5 For each year of service with AGL Macquarie, a full time Employee is entitled to 126 hours of paid Personal/Carer's Leave. Part time Employees receive a pro-rata entitlement. Casual Employees are not entitled to paid Personal/Carer's Leave.

47:6 The entitlement is in satisfaction of, and not in addition to, an Employee's entitlement under the NES.

47:7 Paid Personal/Carer's Leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and the untaken component accumulates from year to year.

47:8 If a full time or part time Employee is experiencing domestic violence and needs to be absent from the workplace to attend to matters arising from domestic violence, the Employee is entitled to up to ten (10) paid days leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations in accordance with AGL's Family and Domestic Violence Support Policy as in force and amended from time to time (which does not form a term of this Agreement). This additional entitlement is subject to the Employee providing evidence consistent with sub-clause 47:3, table 18, item 10.

Unpaid Personal/Carer's Leave

- 47:9 An Employee who has no paid Personal/Carer's Leave entitlement:
- (a) may be granted leave without pay when they are absent from work because:
 - (i) they are personally ill or injured; or
 - (ii) they visit a doctor for advice and/or treatment for actual or suspected personal illness or injury; and
 - (b) is entitled to two (2) days of unpaid Carer's Leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires their care or support because of:
 - (i) a personal illness or injury affecting the member; or
 - (ii) an unexpected emergency affecting the member;
- provided the Employee meets the evidence and notification requirements set out in Column 2 of Table 18.

Public Holidays During Personal Leave

- 47:10 An Employee is not required to take paid Personal/Carer's Leave for a Public Holiday, if it is a day the Employee would not have been required to work.
- 47:11 Subject to clause 47:12, if a shift worker is rostered to work on a Public Holiday that is not included in the annualised salary rate, but is unable to do so because they are personally ill or injured, the Employee will be paid as if observing the Public Holiday at the On-Shift rate.
- 47:12 The Employee must notify AGL Macquarie of their absence before the start of the shift, and comply with the same evidence requirements as for taking Personal/Carer's Leave.

Evidence May be Refused or Challenged

- 47:13 AGL Macquarie may refuse to accept a medical certificate that does not contain sufficient information, including the following:
- (a) the name of the Employee;
 - (b) the period the Employee is likely to be unfit for work;
 - (c) the date of which the Employee will be able to report to a Doctor nominated by AGL Macquarie, if required;
 - (d) the date the Employee first consulted a Doctor (or the date of admission in the case of hospitalisation);
 - (e) the degree of the incapacity for work (in the case of hospitalisation);
 - (f) the Medical Practitioner's qualifications, name, address and signature;
 - (g) the date of issue of the certificate.

47:14 An Employee who provides a Statutory Declaration as the basis for evidence of a claim for Personal/Carer's Leave does so on the understanding that that any falsified declaration will be regarded as serious misconduct by AGL Macquarie, and may result in termination of employment.

Clarification Process

47:15 In circumstances when:

- (a) a medical certificate provided by an Employee does not specify the nature or cause of the illness or injury; or
- (b) AGL Macquarie disputes the certification provided by the Employee (in accordance with sub-clause 47:13 and sub-clause 47:14); or
- (c) determining the fitness for work or the nature or cause of an illness or injury;

AGL will seek further information and/or clarification in the following order:

- (i) From the Employee directly;
- (ii) From the Employee's treating doctor (subject to Employee consent);
- (iii) The Employee will be referred to an independent doctor agreed to with the Employee;
- (iv) Where there is no agreement on an independent doctor or where further information is unable to be obtained through the steps above, AGL Macquarie may refer the Employee to a company nominated doctor.

Escalation through the steps above will not occur until all efforts have been reasonably made at each step.

The referral and the manner in which any associated information or communications are dealt with is consistent with the parties' rights and obligations under the *Work Health and Safety Act 2011* (NSW) and relevant privacy legislation (which do not form terms of this Agreement).

47:16 Where a referral has been made by AGL Macquarie on the basis of a dispute over the certification provided it must provide the Employee with paid leave, travel costs and the fee.

Payment for Personal/Carer's Leave

47:17 Paid Personal/Carer's Leave is paid to Employees only from the date on which they first consulted a nominated certified person or provided the required evidence as shown in Table 18. They may also be paid for a period before the consultation or provision of the evidence if the evidence supplied in accordance with Table 18 indicates that this is appropriate.

47:18 An Employee who:

- (a) is on paid Personal/Carer's Leave due to a personal illness or injury; and

(b) provides AGL Macquarie with satisfactory medical evidence that he or she is not now, or likely in the future to be able to fulfil the inherent requirements of their appointed position; and

(c) decides to retire for ill health,

will be paid out any accrued and untaken paid Personal/Carer's Leave on termination. Shift work Employees will be paid out at the Off-Shift rate.

Employees will not be paid out Personal/Carer's Leave on termination in any other circumstances.

48. COMPASSIONATE LEAVE

Entitlement

48:1 In accordance with the NES, an Employee, other than a casual Employee (see sub-clause 48:7 below), shall be entitled to up to two (2) days' paid Compassionate Leave when a person prescribed in sub-clause 48:4:

(a) contracts or develops a personal illness that poses a serious threat to his or her life;

(b) sustains a personal injury that poses a serious threat to his or her life; or

(c) dies.

48:2 Payment for Compassionate Leave will be:

(a) For day work Employees – the Employees base rate of pay including General Purpose Allowance.

(b) For shift workers on annualised salary – the On-Shift rate.

Notification

48:3 The Employee must notify the employer as soon as practicable of the intention to take Compassionate Leave and will, if required by the employer, provide to the satisfaction of the employer proof of the basis upon which the Compassionate Leave is being taken.

Person Prescribed

48:4 Compassionate Leave shall be available to the Employee in respect to the life-threatening illness or injury, or death, of a person prescribed for the purpose of Personal/Carer's Leave as set out in Clause 47 – Personal/Carer's Leave and sub-clause 51:4. Provided that, for the purpose of Compassionate Leave, the Employee need not have been responsible for the care of the person concerned.

If Other Leave Granted

48:5 An Employee shall not be entitled to Compassionate Leave under this clause during any period in respect of which the Employee has been granted other leave.

Taken With Other Leave

48:6 Compassionate Leave may be taken in conjunction with other leave available. In determining such a request, the employer will give consideration to the circumstances of the Employee and the reasonable operational requirements of the business.

Casual Employees

- 48:7 Subject to the evidentiary and notice requirements in sub-clause 48:3, casual Employees are entitled to Compassionate Leave on an unpaid basis.
- 48:8 AGL Macquarie and the Employee shall agree on the period which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to be unavailable to work for up to forty-eight (48) hours (i.e. two (2) days) per occasion). The casual Employee is not entitled to payment for any period of non-attendance.
- 48:9 AGL Macquarie must not refuse to re-engage a casual Employee because the Employee accessed an entitlement to unpaid Compassionate Leave.

49. PARENTAL LEAVE

- 49:1 Eligible Employees are entitled to unpaid Parental Leave and associated entitlements in accordance with NES contained in the Fair Work Act.
- 49:2 Eligible Employees are also entitled to paid Parental Leave in accordance with AGL's Parental Leave Policy as in force and amended from time to time (which does not form a term of this Agreement). These entitlements are outlined below.

Paid Parental Leave

49:3 An Employee who has completed twelve (12) months' continuous service with AGL Macquarie and is the Primary Carer is eligible for paid Parental Leave to a maximum of twenty (20) weeks' at the Employee's normal base rate of pay. For part-time Employees, paid leave will be pro-rated based on hours worked in the previous twelve (12) months). Paid Parental Leave must be taken within fifty two (52) weeks of the date of the birth (or placement of an adopted child).

Paid Partner Leave

49:4 An Employee whose partner is having a child (including de facto and same sex couples) with more than twelve (12) months' continuous service is eligible for up to two (2) weeks' paid Partner Leave at the Employee's normal base rate of pay. For part-time Employees, paid leave will be pro-rated based on hours worked. Paid Partner Leave is to be taken within six (6) weeks of the date of birth (or placement of an adopted child).

PART EIGHT: DEFINITIONS

50. CALCULATION OF SERVICE

In calculating service, AGL Macquarie must include:

- (a) periods of Annual and Long Service Leave;
- (b) periods of approved leave with pay;
- (c) periods of Personal/Carer's Leave with or without pay;
- (d) periods of other approved leave without pay not exceeding twenty (20) consecutive working days or shifts;
- (e) periods of approved leave without pay exceeding twenty (20) consecutive working days or shifts which AGL Macquarie has specifically authorised to be counted as service or is required to be recognised under the Fair Work Act for the purpose of a particular entitlement;
- (f) periods of leave for which Employees receive Workers' Compensation payments;
- (g) periods of service as an Employee on probation.

51. DEFINITIONS

51:1 For the avoidance of doubt, references in this Agreement to:

- (a) "maintenance day workers" refer to Employees who are engaged to work a maintenance day work arrangement as provided for in Appendices B and C;
- (b) an Employee's chosen representative or representative of choice includes, but is not limited to, representation by a Union.

For the purpose of Clause 18:20 – Types of Employment:

51:2 "Regular casual Employee" means a casual Employee who has, in the preceding 12 months of their employment, worked a pattern of hours on an ongoing basis which, without significant adjustment, they could continue to perform as a full-time or part-time Employee.

For the purpose of Clause 43 – Rights and Responsibilities of Employee Representatives:

51:3 "Without loss of pay" means that an Employee would receive their ordinary pay as if they were at work without additional benefit for undertaking the activity (i.e. no overtime payment) or deductions from the ordinary week's pay.

For the purpose of Clause 47 – Personal/Carer's Leave:

51:4 "Immediate family" means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner. A de facto partner includes a

same sex partner who lives with the Employee in a relationship as a couple on a genuine domestic basis and includes a former de facto partner. The term “child” includes an adopted child, a step-child, an ex-nuptial child, an adult child and a child of someone within the meaning of the *Family Law Act 1975* (Cth) as varied. The term “spouse” includes a former spouse.

51:5 A Senior Manager is a ‘Head of’ position, or a person who reports directly to the General Manager or a Head of position.

APPENDIX A: TERMS OF SETTLEMENT

2020 ENTERPRISE AGREEMENT SETTLEMENT TERMS

Wage Increases

AA:1 The following salary increases will be payable during the term of this Agreement:

1. A 3.5% wage increase effective 31 December 2019 and payable from the first full pay period following the successful ballot for this Agreement.
2. A 3.5% wage increase from 31 December 2020.
3. A 3.5% wage increase from 31 December 2021.
4. A 3.5% wage increase from 31 December 2022.

These wage increases are shown in Appendix B and will be paid from the first full pay period after the dates prescribed.

Hours of Work

AA:2 It is not AGL Macquarie's intention to change the hours of work as currently applied to day workers at the power stations.

Operator Skills Flexibility

AA:3 Operators will obtain the full range of operator skills to increase flexibility in staffing station operations. This will mean that all Operators will be able to use their skills across all plant areas and work flexibly by operating as required by AGL Macquarie to meet business needs. The arrangements for this are as follows:

- (a) A formal risk assessment will be completed by the parties utilising the AGL Macquarie Risk Assessment Framework as in force and amended from time to time (which does not form a term of this Agreement).
- (b) Operators employed as at the commencement of this Agreement will be encouraged to obtain the full range of skills, on a voluntary basis. This voluntary period will remain in place until 1 November 2023. Following this all operators will be required to obtain the full range of skills.
- (c) From the commencement of this Agreement, all new Operators entering AGL Macquarie operations team (from internal or external) are required to obtain the full range of skills.
- (d) Operators who are currently deemed competent by AGL Macquarie in the full range of skills, and who fully utilise these skills, will be remunerated in accordance with the Salary Progression Process Standard (HRS 017) as in force and amended from time to time (which does not form a term of this Agreement).

Training for the additional operator skills will continue during the term of this Agreement. At the conclusion of the training and any on-shift familiarisation,

Operators deemed competent by AGL Macquarie in the full range of skills will be required to fully utilise their skills across all plant areas and will be remunerated in accordance with the Salary Progression Process Standard (HRS 017) as in force and amended from time to time (which does not form a term of this Agreement).

AA:4 Generation Officer Position

As a result of this additional skills flexibility, a program will be developed by AGL Macquarie during the term of this Agreement, working towards phasing out the current Generation Officer (GO) position over a period of time. AGL Macquarie commits to the following as a part of this arrangement:

- (a) AGL Macquarie does not intend to recruit into the Generation Officer position.
- (b) All current Generation Officers will be given adequate opportunity to complete the relevant unit operations course to enable them to perform the full range of skills. Upon successful completion of the training and assessments, Generation Officers will be appointed as an Assistant Plant Controller.
- (c) Generation Officers who do not apply for an Assistant Plant Controller position, or who are deemed not competent for an Assistant Plant Controller position will remain in their current position as a Generation Officer.

AA:5 Bayswater Dual Unit Operations and Remuneration of Skills

- (a) AGL Macquarie management, the relevant Employee(s) and their union(s) or representative(s) will work together to develop an operating protocol for dual unit operation at Bayswater Power Station during the term of this Agreement.
- (b) The Operator remuneration rates in Appendix B recognise both use of the full range of skills to increase flexibility in staffing station operations and the dual unit operation at both Bayswater and Liddell. The parties agree that they will not pursue any extra claims for the additional skills and dual unit operations as referenced above.

APPENDIX B: WEEKLY REMUNERATION RATES

TRADES

| Position | Classification Description (clause 17:2) | Salary Level | Weekly Maintenance Day Work Rate 39-Hour Week | | | |
|-------------------------|--|--------------|--|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Tradesperson | Tradesperson | TP1 | \$2,000.17 | \$2,070.18 | \$2,142.63 | \$2,217.62 |
| Tradesperson | Tradesperson | TP2 | \$2,085.10 | \$2,158.08 | \$2,233.61 | \$2,311.78 |
| Tradesperson | Tradesperson | TP3 | \$2,175.34 | \$2,251.48 | \$2,330.28 | \$2,411.84 |
| Tradesperson | Tradesperson | TP4 | \$2,243.98 | \$2,322.52 | \$2,403.81 | \$2,487.94 |
| Tradesperson | Tradesperson | TP5 | \$2,315.60 | \$2,396.64 | \$2,480.52 | \$2,567.34 |
| Tradesperson | Tradesperson | TP6 | \$2,389.73 | \$2,473.37 | \$2,559.94 | \$2,649.53 |
| Tradesperson | Tradesperson | TP7 | \$2,466.52 | \$2,552.85 | \$2,642.20 | \$2,734.67 |
| Assistant Team Leader | Tradesperson | ATL1 | \$2,799.57 | \$2,897.55 | \$2,998.97 | \$3,103.93 |
| Assistant Team Leader | Tradesperson | ATL2 | \$2,890.14 | \$2,991.30 | \$3,095.99 | \$3,204.35 |
| Assistant Team Leader | Tradesperson | ATL3 | \$2,984.03 | \$3,088.48 | \$3,196.57 | \$3,308.45 |
| Maintenance Team Leader | Engineering Officer | MTL1 | \$3,393.04 | \$3,511.79 | \$3,634.70 | \$3,761.92 |
| Maintenance Team Leader | Engineering Officer | MTL2 | \$3,504.06 | \$3,626.70 | \$3,753.63 | \$3,885.01 |
| Maintenance Team Leader | Engineering Officer | MTL3 | \$3,619.55 | \$3,746.24 | \$3,877.36 | \$4,013.06 |

| Position | Classification Description (clause 17:2) | Salary Level | Weekly On-Shift Rate 7-Day 10-Hour Day Shift | | | |
|-------------------------|--|--------------|---|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Tradesperson | Tradesperson | TP1 | \$1,985.42 | \$2,054.91 | \$2,126.83 | \$2,201.27 |
| Tradesperson | Tradesperson | TP2 | \$2,069.72 | \$2,142.16 | \$2,217.14 | \$2,294.74 |
| Tradesperson | Tradesperson | TP3 | \$2,159.30 | \$2,234.88 | \$2,313.10 | \$2,394.05 |
| Tradesperson | Tradesperson | TP4 | \$2,227.42 | \$2,305.38 | \$2,386.07 | \$2,469.58 |
| Tradesperson | Tradesperson | TP5 | \$2,298.52 | \$2,378.97 | \$2,462.23 | \$2,548.41 |
| Tradesperson | Tradesperson | TP6 | \$2,372.11 | \$2,455.13 | \$2,541.06 | \$2,630.00 |
| Tradesperson | Tradesperson | TP7 | \$2,448.32 | \$2,534.01 | \$2,622.71 | \$2,714.50 |
| Assistant Team Leader | Tradesperson | ATL1 | \$2,778.91 | \$2,876.17 | \$2,976.84 | \$3,081.03 |
| Assistant Team Leader | Tradesperson | ATL2 | \$2,868.82 | \$2,969.23 | \$3,073.16 | \$3,180.72 |
| Assistant Team Leader | Tradesperson | ATL3 | \$2,962.03 | \$3,065.70 | \$3,173.00 | \$3,284.05 |
| Maintenance Team Leader | Engineering Officer | MTL1 | \$3,368.01 | \$3,485.89 | \$3,607.90 | \$3,734.18 |
| Maintenance Team Leader | Engineering Officer | MTL2 | \$3,478.21 | \$3,599.95 | \$3,725.95 | \$3,856.35 |
| Maintenance Team Leader | Engineering Officer | MTL3 | \$3,592.86 | \$3,718.61 | \$3,848.76 | \$3,983.47 |

Note:

1. Off-Shift Rate will be 10% less than On-Shift Rate.
2. Base Rate will be 18% less than On-Shift Rate.
3. GPA included in all rates.

ELECTRICAL ENGINEERING TECHNICIANS

| Position | Classification Description (clause 17:2) | Salary Level | Weekly On-Shift Rate 7-Day 10-Hour Day Shift | | | |
|------------------------|---|--------------|---|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Technician | Engineering Officer | TECH1 | \$2,608.18 | \$2,699.47 | \$2,793.95 | \$2,891.74 |
| Technician | Engineering Officer | TECH2 | \$2,691.64 | \$2,785.85 | \$2,883.35 | \$2,984.27 |
| Technician | Engineering Officer | TECH3 | \$2,778.91 | \$2,876.17 | \$2,976.84 | \$3,081.03 |
| Technician | Engineering Officer | TECH4 | \$2,868.82 | \$2,969.23 | \$3,073.16 | \$3,180.72 |
| Technician | Engineering Officer | TECH5 | \$2,962.03 | \$3,065.70 | \$3,173.00 | \$3,284.05 |
| Technician | Engineering Officer | TECH6 | \$3,057.88 | \$3,164.90 | \$3,275.67 | \$3,390.32 |
| Technician | Engineering Officer | TECH7 | \$3,158.17 | \$3,268.70 | \$3,383.11 | \$3,501.52 |
| Technician | Engineering Officer | TECH8 | \$3,260.96 | \$3,375.10 | \$3,493.23 | \$3,615.49 |
| Technician Team Leader | Engineering Officer | TTL1 | \$3,368.01 | \$3,485.89 | \$3,607.90 | \$3,734.18 |
| Technician Team Leader | Engineering Officer | TTL2 | \$3,478.21 | \$3,599.95 | \$3,725.95 | \$3,856.35 |
| Technician Team Leader | Engineering Officer | TTL3 | \$3,592.86 | \$3,718.61 | \$3,848.76 | \$3,983.47 |

Note:

1. Off-Shift Rate will be 10% less than On-Shift Rate.
2. Base Rate will be 18% less than On-Shift Rate.
3. GPA included in all rates.

POWER WORKERS

| Position | Classification Description (clause 17:2) | Salary Level | Weekly Day Work Rate 35-Hour Week | | | |
|--------------|--|--------------|--------------------------------------|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Power Worker | Power Worker | PW1 | \$1,420.10 | \$1,469.81 | \$1,521.25 | \$1,574.49 |
| Power Worker | Power Worker | PW2 | \$1,479.72 | \$1,531.51 | \$1,585.11 | \$1,640.59 |
| Power Worker | Power Worker | PW3 | \$1,540.09 | \$1,593.99 | \$1,649.78 | \$1,707.53 |
| Power Worker | Power Worker | PW4 | \$1,604.90 | \$1,661.07 | \$1,719.21 | \$1,779.38 |
| Power Worker | Power Worker | PW5 | \$1,671.55 | \$1,730.05 | \$1,790.60 | \$1,853.27 |
| Power Worker | Power Worker | PW6 | \$1,742.36 | \$1,803.34 | \$1,866.46 | \$1,931.79 |

| Position | Classification Description | Salary Level | Weekly Maintenance Day Work Rate 39-Hour Week | | | |
|--------------|----------------------------|--------------|--|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Power Worker | Power Worker | PW1 | \$1,764.69 | \$1,826.45 | \$1,890.38 | \$1,956.54 |
| Power Worker | Power Worker | PW2 | \$1,840.64 | \$1,905.06 | \$1,971.74 | \$2,040.75 |
| Power Worker | Power Worker | PW3 | \$1,917.58 | \$1,984.70 | \$2,054.16 | \$2,126.06 |
| Power Worker | Power Worker | PW4 | \$2,000.17 | \$2,070.18 | \$2,142.63 | \$2,217.62 |
| Power Worker | Power Worker | PW5 | \$2,085.10 | \$2,158.08 | \$2,233.61 | \$2,311.78 |
| Power Worker | Power Worker | PW6 | \$2,175.34 | \$2,251.48 | \$2,330.28 | \$2,411.84 |

| Position | Classification Description (clause 17:2) | Salary Level | Weekly On-Shift Rate 7-Day 10-Hour Day Shift | | | |
|--------------|--|--------------|---|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Power Worker | Power Worker | PW1 | \$1,751.67 | \$1,812.97 | \$1,876.43 | \$1,942.10 |
| Power Worker | Power Worker | PW2 | \$1,903.44 | \$1,970.06 | \$2,039.01 | \$2,110.38 |
| Power Worker | Power Worker | PW3 | \$1,903.44 | \$1,970.06 | \$2,039.01 | \$2,110.38 |
| Power Worker | Power Worker | PW4 | \$1,985.42 | \$2,054.91 | \$2,126.83 | \$2,201.27 |
| Power Worker | Power Worker | PW5 | \$2,069.72 | \$2,142.16 | \$2,217.14 | \$2,294.74 |
| Power Worker | Power Worker | PW6 | \$2,159.30 | \$2,234.88 | \$2,313.10 | \$2,394.05 |

| Position | Classification Description (clause 17:2) | Salary Level | Weekly On-Shift Rate 7-Day 12-Hour Rotating Shift | | | |
|--------------|--|--------------|--|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Power Worker | Power Worker | PW1 | \$1,894.92 | \$1,961.24 | \$2,029.89 | \$2,100.93 |
| Power Worker | Power Worker | PW2 | \$1,977.14 | \$2,046.34 | \$2,117.96 | \$2,192.09 |
| Power Worker | Power Worker | PW3 | \$2,060.44 | \$2,132.55 | \$2,207.19 | \$2,284.44 |
| Power Worker | Power Worker | PW4 | \$2,149.85 | \$2,225.10 | \$2,302.97 | \$2,383.58 |
| Power Worker | Power Worker | PW5 | \$2,241.77 | \$2,320.23 | \$2,401.44 | \$2,485.49 |
| Power Worker | Power Worker | PW6 | \$2,339.45 | \$2,421.33 | \$2,506.08 | \$2,593.79 |

Note:

1. Off-Shift Rate will be 10% less than On-Shift Rate.
2. Base Rate for 7-day 10-hour day shift will be 18% less than On-Shift Rate.
3. Base Rate for 7-day 12-hour rotating shift will be 25% less than On-Shift Rate.
4. GPA included in all rates.

MOBILE COAL PLANT OPERATORS

| Position | Classification Description (clause 17:2) | Salary Level | Weekly On-Shift Rate 7-Day 12-Hour Rotating Shift | | | |
|----------------------------|---|--------------|--|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Mobile Coal Plant Operator | Power Worker | MCPO1 | \$2,241.77 | \$2,320.23 | \$2,401.44 | \$2,485.49 |
| Mobile Coal Plant Operator | Power Worker | MCPO2 | \$2,339.45 | \$2,421.33 | \$2,506.08 | \$2,593.79 |

Note:

1. Off-Shift Rate will be 10% less than On-Shift Rate.
2. Base Rate will be 25% less than On-Shift Rate.
3. GPA included in all rates.

OPERATORS

| Position | Classification Description (clause 17:2) | Salary Level | Weekly On-Shift Rate 7-Day 12-Hour Rotating Shift | | | |
|-------------------------------------|---|--------------|--|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Generation Officer | Operator | GO1 | \$2,828.97 | \$2,927.98 | \$3,030.46 | \$3,136.52 |
| Generation Officer | Operator | GO2 | \$2,919.98 | \$3,022.18 | \$3,127.96 | \$3,237.44 |
| Generation Officer | Operator | GO3 | \$3,015.16 | \$3,120.69 | \$3,229.92 | \$3,342.96 |
| Assistant Plant Controller Training | Operator | APCT | \$3,015.16 | \$3,120.69 | \$3,229.92 | \$3,342.96 |
| Assistant Plant Controller | Operator | APC1 | \$3,319.37 | \$3,435.55 | \$3,555.79 | \$3,680.24 |
| Assistant Plant Controller | Operator | APC2 | \$3,428.73 | \$3,548.73 | \$3,672.94 | \$3,801.49 |
| Assistant Plant Controller | Operator | APC3 | \$3,540.81 | \$3,664.74 | \$3,793.00 | \$3,925.76 |
| Assistant Plant Controller | Operator | APC | \$3,657.58 | \$3,785.59 | \$3,918.09 | \$4,055.22 |
| Plant Controller | Operator | PC1 | \$3,657.58 | \$3,785.59 | \$3,918.09 | \$4,055.22 |
| Plant Controller | Operator | PC2 | \$3,777.74 | \$3,909.96 | \$4,046.81 | \$4,188.45 |
| Plant Controller | Operator | PC3 | \$3,902.78 | \$4,039.38 | \$4,180.75 | \$4,327.08 |
| Plant Controller | Operator | PC | \$4,030.32 | \$4,171.38 | \$4,317.38 | \$4,468.49 |
| Senior Plant Controller | Operator | SPC1 | \$3,902.78 | \$4,039.38 | \$4,180.75 | \$4,327.08 |
| Senior Plant Controller | Operator | SPC2 | \$4,030.32 | \$4,171.38 | \$4,317.38 | \$4,468.49 |
| Senior Plant Controller | Operator | SPC3 | \$4,164.72 | \$4,310.48 | \$4,461.35 | \$4,617.49 |
| Senior Plant Controller | Operator | SPC | \$4,302.33 | \$4,452.91 | \$4,608.76 | \$4,770.07 |
| Assistant Shift Manager | Operator | ASM1 | \$4,302.33 | \$4,452.91 | \$4,608.76 | \$4,770.07 |
| Assistant Shift Manager | Operator | ASM2 | \$4,445.36 | \$4,600.94 | \$4,761.98 | \$4,928.65 |
| Assistant Shift Manager | Operator | ASM | \$4,593.04 | \$4,753.80 | \$4,920.18 | \$5,092.39 |
| Shift Manager | Operator | SM1 | \$4,445.36 | \$4,600.94 | \$4,761.98 | \$4,928.65 |
| Shift Manager | Operator | SM2 | \$4,593.04 | \$4,753.80 | \$4,920.18 | \$5,092.39 |
| Shift Manager | Operator | SM3 | \$4,745.60 | \$4,911.70 | \$5,083.60 | \$5,261.53 |
| Shift Manager | Operator | SM | \$4,902.21 | \$5,073.78 | \$5,251.36 | \$5,435.16 |

| Position | Classification Description (clause 17:2) | Salary Level | Weekly On-Shift Rate 7-Day 10-Hour Day Shift | | | |
|-------------------------------------|--|--------------|---|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Generation Officer | Operator | GO1 | \$2,608.18 | \$2,699.47 | \$2,793.95 | \$2,891.74 |
| Generation Officer | Operator | GO2 | \$2,691.64 | \$2,785.85 | \$2,883.35 | \$2,984.27 |
| Generation Officer | Operator | GO3 | \$2,778.91 | \$2,876.17 | \$2,976.84 | \$3,081.03 |
| Assistant Plant Controller Training | Operator | APCT | \$2,778.91 | \$2,876.17 | \$2,976.84 | \$3,081.03 |
| Assistant Plant Controller | Operator | APC1 | \$3,057.88 | \$3,164.90 | \$3,275.67 | \$3,390.32 |
| Assistant Plant Controller | Operator | APC2 | \$3,158.17 | \$3,268.70 | \$3,383.11 | \$3,501.52 |
| Assistant Plant Controller | Operator | APC3 | \$3,260.96 | \$3,375.10 | \$3,493.23 | \$3,615.49 |
| Assistant Plant Controller | Operator | APC | \$3,368.01 | \$3,485.89 | \$3,607.90 | \$3,734.18 |
| Plant Controller | Operator | PC1 | \$3,368.01 | \$3,485.89 | \$3,607.90 | \$3,734.18 |
| Plant Controller | Operator | PC2 | \$3,478.21 | \$3,599.95 | \$3,725.95 | \$3,856.35 |
| Plant Controller | Operator | PC3 | \$3,592.86 | \$3,718.61 | \$3,848.76 | \$3,983.47 |
| Plant Controller | Operator | PC | \$3,709.83 | \$3,839.68 | \$3,974.07 | \$4,113.16 |
| Senior Plant Controller | Operator | SPC1 | \$3,592.86 | \$3,718.61 | \$3,848.76 | \$3,983.47 |
| Senior Plant Controller | Operator | SPC2 | \$3,709.83 | \$3,839.68 | \$3,974.07 | \$4,113.16 |
| Senior Plant Controller | Operator | SPC3 | \$3,833.05 | \$3,967.21 | \$4,106.06 | \$4,249.77 |
| Senior Plant Controller | Operator | SPC | \$3,959.25 | \$4,097.82 | \$4,241.25 | \$4,389.69 |
| Assistant Shift Manager | Operator | ASM1 | \$3,959.25 | \$4,097.82 | \$4,241.25 | \$4,389.69 |
| Assistant Shift Manager | Operator | ASM2 | \$4,090.40 | \$4,233.57 | \$4,381.74 | \$4,535.10 |
| Assistant Shift Manager | Operator | ASM | \$4,225.84 | \$4,373.75 | \$4,526.83 | \$4,685.27 |
| Shift Manager | Operator | SM1 | \$4,090.40 | \$4,233.57 | \$4,381.74 | \$4,535.10 |
| Shift Manager | Operator | SM2 | \$4,225.84 | \$4,373.75 | \$4,526.83 | \$4,685.27 |
| Shift Manager | Operator | SM3 | \$4,365.73 | \$4,518.53 | \$4,676.68 | \$4,840.37 |
| Shift Manager | Operator | SM | \$4,509.81 | \$4,667.65 | \$4,831.02 | \$5,000.10 |

Note:

1. Off-Shift Rate will be 10% less than On-Shift Rate.
2. Base Rate for 7-day 10-hour day shift will be 18% less than On-Shift Rate.
3. Base Rate for 7-day 12-hour rotating shift will be 25% less than On-Shift Rate.
4. GPA included in all rates.

APPRENTICES

| Position | Classification Description (clause 17:2) | Salary Level | Weekly Day Work Rate 35-Hour Week | | | |
|------------|--|--------------|--------------------------------------|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Apprentice | Tradesperson | APP1 | \$881.79 | \$912.65 | \$944.59 | \$977.66 |
| Apprentice | Tradesperson | APP2 | \$978.42 | \$1,012.66 | \$1,048.10 | \$1,084.79 |
| Apprentice | Tradesperson | APP3 | \$1,074.66 | \$1,112.27 | \$1,151.20 | \$1,191.50 |
| Apprentice | Tradesperson | APP4 | \$1,122.64 | \$1,161.94 | \$1,202.60 | \$1,244.70 |
| Apprentice | Tradesperson | APP5 | \$1,170.64 | \$1,211.61 | \$1,254.02 | \$1,297.91 |
| Apprentice | Tradesperson | APP6 | \$1,216.28 | \$1,258.85 | \$1,302.91 | \$1,348.51 |
| Apprentice | Tradesperson | APP7 | \$1,263.62 | \$1,307.85 | \$1,353.62 | \$1,401.00 |

| Position | Classification Description (clause 17:2) | Salary Level | Weekly Maintenance Day Work Rate 39-Hour Week | | | |
|------------|--|--------------|--|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Apprentice | Tradesperson | APP1 | \$1,078.65 | \$1,116.40 | \$1,155.48 | \$1,195.92 |
| Apprentice | Tradesperson | APP2 | \$1,201.79 | \$1,243.85 | \$1,287.38 | \$1,332.44 |
| Apprentice | Tradesperson | APP3 | \$1,324.44 | \$1,370.80 | \$1,418.78 | \$1,468.43 |
| Apprentice | Tradesperson | APP4 | \$1,385.59 | \$1,434.09 | \$1,484.28 | \$1,536.23 |
| Apprentice | Tradesperson | APP5 | \$1,446.77 | \$1,497.41 | \$1,549.81 | \$1,604.06 |
| Apprentice | Tradesperson | APP6 | \$1,504.93 | \$1,557.60 | \$1,612.12 | \$1,668.54 |
| Apprentice | Tradesperson | APP7 | \$1,565.25 | \$1,620.04 | \$1,676.74 | \$1,735.42 |

| Position | Classification Description (clause 17:2) | Salary Level | Weekly On-Shift Rate 7-Day 10-Hour Day Shift | | | |
|------------|--|--------------|---|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Apprentice | Tradesperson | APP1 | \$1,070.69 | \$1,108.16 | \$1,146.95 | \$1,187.09 |
| Apprentice | Tradesperson | APP2 | \$1,192.92 | \$1,234.67 | \$1,277.89 | \$1,322.61 |
| Apprentice | Tradesperson | APP3 | \$1,314.67 | \$1,360.68 | \$1,408.30 | \$1,457.60 |
| Apprentice | Tradesperson | APP4 | \$1,375.37 | \$1,423.51 | \$1,473.33 | \$1,524.90 |
| Apprentice | Tradesperson | APP5 | \$1,436.09 | \$1,486.36 | \$1,538.38 | \$1,592.22 |
| Apprentice | Tradesperson | APP6 | \$1,493.83 | \$1,546.11 | \$1,600.22 | \$1,656.23 |
| Apprentice | Tradesperson | APP7 | \$1,553.70 | \$1,608.08 | \$1,664.36 | \$1,722.62 |

Note:

1. Off-Shift Rate will be 10% less than On-Shift Rate.
2. Base Rate for 7-day 10-hour day shift will be 18% less than On-Shift Rate.
3. GPA included in all rates.

ENGINEERING & TECHNICAL STAFF

| Position | Classification Description (clause 17:2) | Salary Level | Weekly Day Work Rate 35-Hour Week | | | |
|----------------------|--|--------------|--------------------------------------|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Engineer Level 1 | Engineering or Professional Officer | ENG11 | \$1,726.96 | \$1,787.40 | \$1,849.96 | \$1,914.71 |
| Engineer Level 1 | Engineering or Professional Officer | ENG12 | \$1,780.82 | \$1,843.15 | \$1,907.66 | \$1,974.43 |
| Engineer Level 1 | Engineering or Professional Officer | ENG13 | \$1,837.03 | \$1,901.33 | \$1,967.87 | \$2,036.75 |
| Engineer Level 1 | Engineering or Professional Officer | ENG14 | \$1,895.19 | \$1,961.52 | \$2,030.17 | \$2,101.23 |
| Engineer Level 2 | Engineering or Professional Officer | ENG21 | \$1,955.44 | \$2,023.88 | \$2,094.71 | \$2,168.03 |
| Engineer Level 2 | Engineering or Professional Officer | ENG22 | \$2,017.39 | \$2,088.00 | \$2,161.08 | \$2,236.72 |
| Engineer Level 2 | Engineering or Professional Officer | ENG23 | \$2,081.80 | \$2,154.66 | \$2,230.08 | \$2,308.13 |
| Engineer Level 2 | Engineering or Professional Officer | ENG24 | \$2,147.79 | \$2,222.96 | \$2,300.77 | \$2,381.29 |
| Engineer Level 2 | Engineering or Professional Officer | ENG25 | \$2,216.77 | \$2,294.36 | \$2,374.66 | \$2,457.78 |
| Engineer Level 2 | Engineering or Professional Officer | ENG26 | \$2,287.85 | \$2,367.92 | \$2,450.80 | \$2,536.58 |
| Engineer Level 3 | Engineering or Professional Officer | ENG31 | \$2,361.52 | \$2,444.17 | \$2,529.72 | \$2,618.26 |
| Engineer Level 3 | Engineering or Professional Officer | ENG32 | \$2,437.30 | \$2,522.61 | \$2,610.90 | \$2,702.28 |
| Engineer Level 3 | Engineering or Professional Officer | ENG33 | \$2,516.58 | \$2,604.66 | \$2,695.83 | \$2,790.18 |
| Engineer Level 3 | Engineering or Professional Officer | ENG34 | \$2,597.82 | \$2,688.74 | \$2,782.85 | \$2,880.25 |
| Engineer Level 3 | Engineering or Professional Officer | ENG35 | \$2,682.46 | \$2,776.35 | \$2,873.52 | \$2,974.09 |
| Engineer Level 4 | Engineering or Professional Officer | ENG41 | \$2,769.57 | \$2,866.50 | \$2,966.83 | \$3,070.67 |
| Engineer Level 4 | Engineering or Professional Officer | ENG42 | \$2,860.21 | \$2,960.32 | \$3,063.93 | \$3,171.17 |
| Engineer Level 4 | Engineering or Professional Officer | ENG43 | \$2,952.67 | \$3,056.01 | \$3,162.97 | \$3,273.68 |
| Engineer Level 4 | Engineering or Professional Officer | ENG44 | \$3,050.08 | \$3,156.84 | \$3,267.33 | \$3,381.68 |
| Engineer Team Leader | Engineering or Professional Officer | ETL1 | \$3,253.52 | \$3,367.40 | \$3,485.25 | \$3,607.24 |
| Engineer Team Leader | Engineering or Professional Officer | ETL2 | \$3,360.58 | \$3,478.20 | \$3,599.94 | \$3,725.94 |
| Engineer Team Leader | Engineering or Professional Officer | ETL3 | \$3,471.17 | \$3,592.66 | \$3,718.41 | \$3,848.55 |

Note:

1. This table applies to Employees listed as receiving GPA2 in Table 7 Clause 11.
2. GPA included in all rates.

ADMINISTRATION OFFICERS

| Position | Classification Description (clause 17:2) | Salary Level | Weekly Day Work Rate 35-Hour Week | | | |
|----------------------------------|---|--------------|--------------------------------------|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Administration Officer (Trainee) | Administrative Officer | ADMN01 | \$770.02 | \$796.97 | \$824.86 | \$853.73 |
| Administration Officer (Trainee) | Administrative Officer | ADMN02 | \$866.40 | \$896.72 | \$928.11 | \$960.59 |
| Administration Officer (Trainee) | Administrative Officer | ADMN03 | \$963.04 | \$996.74 | \$1,031.63 | \$1,067.74 |
| Administration Officer (Trainee) | Administrative Officer | ADMN04 | \$1,059.26 | \$1,096.33 | \$1,134.71 | \$1,174.42 |
| Administration Officer | Administrative Officer | ADMN05 | \$1,107.26 | \$1,146.02 | \$1,186.13 | \$1,227.64 |
| Administration Officer | Administrative Officer | ADMN06 | \$1,155.25 | \$1,195.68 | \$1,237.53 | \$1,280.84 |
| Administration Officer | Administrative Officer | ADMN07 | \$1,200.88 | \$1,242.91 | \$1,286.41 | \$1,331.44 |
| Administration Officer | Administrative Officer | ADMN08 | \$1,248.24 | \$1,291.93 | \$1,337.15 | \$1,383.95 |
| Administration Officer | Administrative Officer | ADMN09 | \$1,297.52 | \$1,342.93 | \$1,389.93 | \$1,438.58 |
| Administration Officer | Administrative Officer | ADMN10 | \$1,349.57 | \$1,396.80 | \$1,445.69 | \$1,496.29 |
| Administration Officer | Administrative Officer | ADMN11 | \$1,404.72 | \$1,453.89 | \$1,504.77 | \$1,557.44 |
| Administration Officer | Administrative Officer | ADMN12 | \$1,464.32 | \$1,515.57 | \$1,568.61 | \$1,623.52 |
| Administration Officer | Administrative Officer | ADMN13 | \$1,524.70 | \$1,578.06 | \$1,633.30 | \$1,690.46 |
| Administration Officer | Administrative Officer | ADMN14 | \$1,589.51 | \$1,645.14 | \$1,702.72 | \$1,762.32 |
| Administration Officer | Administrative Officer | ADMN15 | \$1,656.16 | \$1,714.12 | \$1,774.11 | \$1,836.21 |
| Administration Officer | Administrative Officer | ADMN16 | \$1,726.96 | \$1,787.40 | \$1,849.96 | \$1,914.71 |
| Administration Officer | Administrative Officer | ADMN17 | \$1,780.82 | \$1,843.15 | \$1,907.66 | \$1,974.43 |
| Administration Officer | Administrative Officer | ADMN18 | \$1,837.03 | \$1,901.33 | \$1,967.87 | \$2,036.75 |
| Administration Officer | Administrative Officer | ADMN19 | \$1,895.19 | \$1,961.52 | \$2,030.17 | \$2,101.23 |
| Administration Officer | Administrative Officer | ADMN20 | \$1,955.44 | \$2,023.88 | \$2,094.71 | \$2,168.03 |
| Administration Officer | Administrative Officer | ADMN21 | \$2,017.39 | \$2,088.00 | \$2,161.08 | \$2,236.72 |
| Administration Officer | Administrative Officer | ADMN22 | \$2,081.80 | \$2,154.66 | \$2,230.08 | \$2,308.13 |
| Administration Officer | Administrative Officer | ADMN23 | \$2,147.79 | \$2,222.96 | \$2,300.77 | \$2,381.29 |
| Administration Officer | Administrative Officer | ADMN24 | \$2,216.77 | \$2,294.36 | \$2,374.66 | \$2,457.78 |

| Position | Classification Description (clause 17:2) | Salary Level | Weekly Day Work Rate 35-Hour Week | | | |
|------------------------|--|--------------|--------------------------------------|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Administration Officer | Administrative Officer | ADMN25 | \$2,287.85 | \$2,367.92 | \$2,450.80 | \$2,536.58 |
| Administration Officer | Administrative Officer | ADMN26 | \$2,361.52 | \$2,444.17 | \$2,529.72 | \$2,618.26 |
| Administration Officer | Administrative Officer | ADMN27 | \$2,437.30 | \$2,522.61 | \$2,610.90 | \$2,702.28 |
| Administration Officer | Administrative Officer | ADMN28 | \$2,516.58 | \$2,604.66 | \$2,695.83 | \$2,790.18 |
| Administration Officer | Administrative Officer | ADMN29 | \$2,597.82 | \$2,688.74 | \$2,782.85 | \$2,880.25 |
| Administration Officer | Administrative Officer | ADMN30 | \$2,682.46 | \$2,776.35 | \$2,873.52 | \$2,974.09 |
| Administration Officer | Administrative Officer | ADMN31 | \$2,769.57 | \$2,866.50 | \$2,966.83 | \$3,070.67 |
| Administration Officer | Administrative Officer | ADMN32 | \$2,860.21 | \$2,960.32 | \$3,063.93 | \$3,171.17 |
| Administration Officer | Administrative Officer | ADMN33 | \$2,952.67 | \$3,056.01 | \$3,162.97 | \$3,273.68 |
| Administration Officer | Administrative Officer | ADMN34 | \$3,050.08 | \$3,156.84 | \$3,267.33 | \$3,381.68 |
| Administration Officer | Administrative Officer | ADMN35 | \$3,149.86 | \$3,260.10 | \$3,374.21 | \$3,492.30 |
| Administration Officer | Administrative Officer | ADMN36 | \$3,253.52 | \$3,367.40 | \$3,485.25 | \$3,607.24 |
| Administration Officer | Administrative Officer | ADMN37 | \$3,360.58 | \$3,478.20 | \$3,599.94 | \$3,725.94 |
| Administration Officer | Administrative Officer | ADMN38 | \$3,471.17 | \$3,592.66 | \$3,718.41 | \$3,848.55 |
| Administration Officer | Administrative Officer | ADMN39 | \$3,585.94 | \$3,711.45 | \$3,841.35 | \$3,975.80 |
| Administration Officer | Administrative Officer | ADMN40 | \$3,704.47 | \$3,834.13 | \$3,968.32 | \$4,107.21 |

Note:

1. GPA included in all rates.

WORKPLACE HEALTH SUPPORT

| Position | Classification Description (clause 17:2) | Salary Level | Weekly Day Work Rate 35-Hour Week | | | |
|--------------------------|--|--------------|--------------------------------------|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Workplace Health Support | Administrative Officer | WHS1 | \$1,895.19 | \$1,961.52 | \$2,030.17 | \$2,101.23 |
| Workplace Health Support | Administrative Officer | WHS2 | \$1,955.44 | \$2,023.88 | \$2,094.71 | \$2,168.03 |
| Workplace Health Support | Administrative Officer | WHS3 | \$2,017.39 | \$2,088.00 | \$2,161.08 | \$2,236.72 |
| Workplace Health Support | Administrative Officer | WHS4 | \$2,081.80 | \$2,154.66 | \$2,230.08 | \$2,308.13 |
| Workplace Health Support | Administrative Officer | WHS5 | \$2,147.79 | \$2,222.96 | \$2,300.77 | \$2,381.29 |
| Workplace Health Support | Administrative Officer | WHS6 | \$2,216.77 | \$2,294.36 | \$2,374.66 | \$2,457.78 |

| Position | Classification Description (clause 17:2) | Salary Level | Weekly On-Shift Rate 7-Day 10-Hour Day Shift | | | |
|--------------------------|--|--------------|---|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Workplace Health Support | Administrative Officer | WHS1 | \$2,212.45 | \$2,289.88 | \$2,370.03 | \$2,452.98 |
| Workplace Health Support | Administrative Officer | WHS2 | \$2,286.04 | \$2,366.05 | \$2,448.86 | \$2,534.57 |
| Workplace Health Support | Administrative Officer | WHS3 | \$2,362.25 | \$2,444.93 | \$2,530.50 | \$2,619.07 |
| Workplace Health Support | Administrative Officer | WHS4 | \$2,440.61 | \$2,526.03 | \$2,614.45 | \$2,705.95 |
| Workplace Health Support | Administrative Officer | WHS5 | \$2,522.09 | \$2,610.36 | \$2,701.72 | \$2,796.28 |
| Workplace Health Support | Administrative Officer | WHS6 | \$2,676.26 | \$2,769.93 | \$2,866.88 | \$2,967.22 |

| Position | Classification Description (clause 17:2) | Salary Level | Weekly Day Work Rate 39-Hour Week | | | |
|--------------------------|--|--------------|--------------------------------------|------------|------------|------------|
| | | | Year 1 | Year 2 | Year 3 | Year 4 |
| | | | 31/12/2019 | 31/12/2020 | 31/12/2021 | 31/12/2022 |
| Workplace Health Support | Administrative Officer | WHS1 | \$2,228.88 | \$2,306.89 | \$2,387.63 | \$2,471.20 |
| Workplace Health Support | Administrative Officer | WHS2 | \$2,303.02 | \$2,383.62 | \$2,467.05 | \$2,553.40 |
| Workplace Health Support | Administrative Officer | WHS3 | \$2,379.80 | \$2,463.09 | \$2,549.30 | \$2,638.53 |
| Workplace Health Support | Administrative Officer | WHS4 | \$2,458.74 | \$2,544.80 | \$2,633.87 | \$2,726.05 |
| Workplace Health Support | Administrative Officer | WHS5 | \$2,540.82 | \$2,629.75 | \$2,721.79 | \$2,817.06 |
| Workplace Health Support | Administrative Officer | WHS6 | \$2,696.14 | \$2,790.51 | \$2,888.18 | \$2,989.26 |

Note:

1. Off-Shift Rate will be 10% less than On-Shift Rate.
2. Base Rate for 7-day 10-hour day shift will be 18% less than On-Shift Rate.
3. GPA included in all rates.

APPENDIX C: BASIS FOR CALCULATIONS

SHIFT WORK ARRANGEMENTS

- AC:1 The rates of pay in this Agreement include loadings based on the shift arrangements worked.
- AC:2 Relevant annualised salary loadings were calculated under previous agreements and have been included in the on-shift rates shown in this Agreement.
- AC:3 Where there is a new shift work roster arrangement that is not covered by this Agreement, the relevant loading for the new roster will be calculated by reference to these calculations taking into account the differences between these arrangements and the proposed roster. Where this new roster arrangement reduces an Employees' weekly rate of pay, the new roster loading will be established in consultation and agreement with the affected Employees and their Representatives. In this instance agreement cannot be unreasonably withheld.

Five Panel Twelve (12) hour Shift

- AC:4 This roster has five (5) panels working twelve (12) hours per shift continuously over day and night shifts (7 days x 24 hours).
- AC:5 Shift arrangements are:
- Even split between night and day shifts.
 - Each shift includes a handover period of 13.33 minutes per shift (this equates to 32.47 hours per annum).
 - An additional "T-day" is added to the roster to take the average ordinary hours to thirty five (35) per week (this equates to 40.46 hours per annum).
 - 4 x Sunday shifts per cycle (2 night / 2 day).
 - 4 x Saturday shifts per cycle (2 night / 2 day).
 - Based on an average thirty five (35) hours sick leave per person per year.
 - The On-Shift rate for this shift values this shift arrangement at 37.95%.

2 Panel Ten (10) hour Shift

- AC:6 This roster has two (2) panels working ten (10) hours per shift over day shifts only.
- AC:7 Shift arrangements are:
- In a four (4) week cycle each crew will work 14 x 10-hour shifts (140 hours).
 - Day shift only 6:30am to 4:30pm.
 - 2 x Sunday shifts per cycle.
 - 2 x Saturday shifts per cycle.
 - Based on an average thirty five (35) hours sick leave per person per year.
- AC:8 The On-Shift rate for this shift values this shift arrangement at 26.5%.

MAINTENANCE DAY WORK ARRANGEMENTS

Maintenance day work 39-hour week

AC:9 This is a day work arrangement as follows:

- 39-hour compressed working week Tuesday to Friday.
- Start time at 6:30am, finish time at 4:45pm (including unpaid lunch break).
- Appendix B remuneration rates based on 35 ordinary hours paid at single time and 4 ordinary hours paid at double time.

SIGNATORIES

For and on behalf of AGL Macquarie:

Signatory Name: **Brett Redman**

Signatory Address: **Level 24, 200 George Street Sydney**

Basis of signatory's authority to sign the Agreement:

Managing Director and CEO

Signature:



Date:

20 April 2020

For and on behalf of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**):

Signatory Name:

Signatory Address:

Basis of signatory's authority to sign the Agreement:

The above person is a bargaining representative in accordance with Division 3 of Part 2-4 of the Fair Work Act.

Signature:

Date:

For and on behalf of the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities,
trading as United Services Union (**USU**):

Signatory Name:

Signatory Address:

Basis of signatory's authority to sign the Agreement:

The above person is a bargaining representative in accordance with Division 3 of Part 2-4 of the Fair
Work Act.

Signature:

Date:

For and on behalf of Association of Professional Engineers, Scientists & Managers, Australia (NSW Branch), trading as Professionals Australia (**Professionals Australia**):

Signatory Name:

Justine McCartney

Signatory Address:

Level 1, 491 Kent St, Sydney NSW 2000

Basis of signatory's authority to sign the Agreement:

The above person is a bargaining representative in accordance with Division 3 of Part 2-4 of the Fair Work Act.

Signature:



Date:

22/04/20

For and on behalf of the Construction, Forestry, Maritime, Mining and Energy Union (Mining and Energy Division) (CFMMEU):

Signatory Name: Mark McGrath

Signatory Address: 67A Aberdare Road Aberdare 2325

Basis of signatory's authority to sign the Agreement: District Vice President

The above person is a bargaining representative in accordance with Division 3 of Part 2-4 of the Fair Work Act.

Signature: M. McGrath

Date: 22/4/2020

For and on behalf of Community and Public Sector Union (CPSU):

Signatory Name:

Stewart Little, State Branch Secretary

Signatory Address:

160 Clarence Street SYDNEY

Basis of signatory's authority to sign the Agreement:

The above person is a bargaining representative in accordance with Division 3 of Part 2-4 of the Fair Work Act.

Signature:



Date:

22.4.2020

For and on behalf of the Australian Institute of Marine and Power Engineers, New South Wales District (AIMPE):

Martin Byrne

Signatory Name:

52 Buckingham St, Surry Hills 2010

Signatory Address:

Basis of signatory's authority to sign the Agreement: Approval by AIMPE Federal Executive by email ballot.

The above person is a bargaining representative in accordance with Division 3 of Part 2-4 of the Fair Work Act.

Signature:



Date:

15th May 2020


For and on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union,
New South Wales Branch (**AMWU**):

Signatory Name: Steven Murphy

Signatory Address: 133 Parramatta Road, Granville NSW 2142

Basis of signatory's authority to sign the Agreement: **State Secretary, AMWU NSW Branch**

The above person is a bargaining representative in accordance with Division 3 of Part 2-4 of the Fair
Work Act.

Signature: 

Date: 29 / 04 / 2020

By _____

Signatory Name: _____

Signatory Address: _____

Basis of signatory's authority to sign the Agreement:

Signature: _____

Date: _____

By _____

Signatory Name: _____

Signatory Address: _____

Basis of signatory's authority to sign the Agreement:

Signature: _____

Date: _____