



DECISION

Fair Work Act 2009

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

Origin Energy Eraring Services Pty Limited
(AG2020/3969)

ORIGIN ENERGY ERARING SERVICES ENTERPRISE AGREEMENT 2020

Electrical power industry

DEPUTY PRESIDENT CROSS

SYDNEY, 12 MARCH 2021

Application for approval of the Origin Energy Eraring Services Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Origin Energy Eraring Services Enterprise Agreement* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Origin Energy Eraring Services Pty Limited. The Agreement is a single enterprise agreement.

[2] I am satisfied that each of the requirements of ss.186, 187 and 188 and 190 of the Act concerning this application for approval have been met, with the provision of written undertakings addressing miscellaneous matters. Copies of the undertakings are attached to this decision and marked “Annexure A.” I note that the undertakings are taken to be terms of the Agreement.

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

[4] The Agreement was approved on 12 March 2021 and, in accordance with s.54 of the Act, will operate from 19 March 2021. The nominal expiry date of the Agreement is 31 December 2024.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE510730 PR727723>

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2020/3969

Applicant:

Origin Energy Eraring Services Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertakings - Section 190

I, Michelle Zoetemeyer, Senior Consultant – People and Culture for Origin Energy Eraring Services Pty Ltd (ACN 164 403 516) (**OEES**) give the following undertakings with respect to the *Origin Energy Eraring Services Enterprise Agreement 2020 (Agreement)*:

1. I have the authority given to me by OEES to provide these undertakings in relation to the application before the Fair Work Commission.
2. These undertakings are provided in response to the issues raised by the Fair Work Commission in the application before the Fair Work Commission.
3. The dispute resolution procedure in clause 3.2 of the Agreement applies to disputes in relation to the Agreement and/or the National Employment Standards in the *Fair Work Act 2009* (Cth).
4. For the purposes of clause 15.4 of the Agreement, an employee who is over 45 years of age and who has completed more than 5 years of continuous service, will be entitled to 5 weeks' notice of termination (or payment in lieu thereof) if OEES terminates their employment on notice.
5. OEES does not employ casual employees in any of the classifications in the Agreement, however in the event that OEES employs a casual employee in a classification in the Agreement, that employee will be paid in accordance with the relevant Salary Point in clause 24.1 of the Agreement (on an hourly basis) plus a 25% casual loading. The 25% casual loading disentitles the employee to the benefits and entitlements which attach to permanent employment, including but not limited to paid annual leave, paid personal/carer's leave, notice of termination and redundancy pay.



Signature

10 February 2021

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

**Origin Energy Eraring Services
Enterprise Agreement 2020**

ARRANGEMENT

Clause No.	Title	Page No.
Section 1 - Administration		2
1.	Respondents to the Agreement, Communication and Consultation	2
2.	Intent, Commitment, Scope and Duration	4
3.	Grievance and Disputes Procedures	5
Section 2 - Hours of Work		6
4.	Hours of Work	6
5.	Shift Work	8
6.	Overtime – Day Work	16
7.	Overtime – Shift Work	19
8.	Meal Allowances on Overtime	22
9.	Meal Breaks – Day Work	23
Section 3 - Employment		24
10.	Flexibility	24
11.	Part-time Employment	26
12.	Calculation of Service	27
13.	Classification Review	28
14.	Higher Grade Work and Pay	30
15.	Termination	32
16.	Clothing and Tools	33
Section 4 - Leave and Holidays		34
17.	Annual Leave	34
18.	Long Service Leave	36
19.	Personal/Carer's Leave and Accident Pay	38
20.	Compassionate Leave	44
21.	Maternity Leave and Parental Leave	45
22.	Special Leave	47
23.	Public Holidays and Picnic Day	50
Section 5 - Salary and Allowances		51
24.	Salaries	51
25.	Allowances	55
26.	Performance Review	57
27.	Redundancy	58
28.	Standby Allowance	60
29.	Travelling Times and Fares	62
30.	Working Away from Headquarters	63
Section 6 - Miscellaneous		64
31.	Delegates Rights and Responsibilities	64
32.	Telecommuting	65
33.	Miscellaneous	66
34.	Signature Pages	67

Appendices

Appendix A: Production Skills Development, Career Path and Remuneration Program	77
Appendix B: Tradesperson Skills Development, Career Path and Remuneration Program	85
Appendix C: Mobile Coal Plant Operator Salary Structure	93
Appendix D: Mobile Coal Plant Operations Annualised Salary Agreement	95

Section 1 -Administration

1. Respondents to the Agreement, Communication and Consultation

1.1 Parties

This Agreement has been made with the consent of Origin Energy Eraring Services (OEES) and the Unions listed below on behalf of the employees of OEES.

- Association of Professional Engineers, Scientists and Managers, Australia
- Australian Institute of Marine and Power Engineers, New South Wales District
- New South Wales Local Government Clerical, Administrative, Energy, Airlines & Utilities Branch of the Australian Municipal, Administrative, Clerical and Services Union
- Australian Workers' Union, New South Wales
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch
- CFMEU Northern Mining & NSW Energy District
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU)
- Community and Public Sector Union

1.2 Communication Mechanism

- (a) The purpose of the communication mechanism is to create a structure that will facilitate the agreed outcomes of this Agreement, as stated in subclauses 2.1 and 2.2.
- (b) Senior management of OEES will meet with representatives of Unions NSW and Unions from time-to-time to discuss industry related issues. These peak communication committee meetings will be held at least every six months.
- (c) A steering committee will consist of representatives of OEES, Unions and delegates. This committee will oversee the operation of the Agreement and will receive recommendations from working group/s. The steering committee will meet at least every six months.
- (d) Working group(s) will consist of management and employee representatives, including delegates. This group(s) will develop strategies in relation to the Agreement and make recommendations to the steering committee. The working groups will meet at least quarterly.
- (e) Local consultative committees comprising representatives from local management, local delegates and employees will meet monthly and provide feedback to the working group and steering committee as appropriate.

1.3 Consultation

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

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

2. Intent, Commitment, Scope and Duration

2.1 *Intent*

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

2.2 *Commitment*

The parties to this Agreement are committed to the following shared objectives.

- (a) Eliminate workplace injuries;
- (b) Maintain a cooperative, safe and productive working environment;
- (c) Increase the competitiveness, productivity, efficiency, diversity and flexibility of OEES;
- (d) Continue the development of more flexible, efficient and adaptable management and work practices;
- (e) Continue to improve and develop better and more effective communication and consultative practices within OEES;
- (f) Develop and maintain a highly skilled, adaptable workforce;
- (g) Create a great place to work;
- (h) Maximise value and create opportunities;
- (i) Work together to achieve operational excellence;

2.3 *Scope*

This Agreement replaces the Eraring Energy Enterprise Agreement 2017.

Who does it apply to?

This agreement covers:

- (a) Origin Energy Eraring Services Pty Ltd (ABN 24 164 403 516), Rocky Point Road, Eraring, NSW, 2264 (OEES)
- (b) Employees of OEES who:
 - (i) are remunerated in accordance with the salary points categorised at subclause 24.1; and
 - (ii) work within the classifications categorised at subclause 24.5.

Despite anything else in the Agreement, where there is an inconsistency between this Agreement and the NES in the Act, and the NES provides greater benefit, the NES will apply to the extent of the inconsistency.

2.4 *Duration*

The nominal expiry date of this agreement is 31st December, 2024.

3. Grievance and Disputes Procedures

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

The meeting should include:

- Team leader representative
 - Manager representative
 - Delegate(s) involved in the grievance
 - Union official(s) or their representative(s)
- (f) The grievance will be discussed at the meeting with a view to achieving agreement or resolution.
 - (g) In the event that there is still no agreement or resolution of the dispute after the above steps have been taken, the dispute may be referred by either party to the Fair Work Commission for resolution by conciliation, and if the issue remains unresolved, by arbitration.
 - (h) At any stage of the dispute resolution procedure, the employee/s may choose to be represented by a representative of their choice, which may be a Union representative

Section 2 -Hours of Work

4. Hours of Work

4.1 Overtime and Day Work

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

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

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

4.2 What is a day worker?

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

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

4.3 Ordinary hours of work for day workers

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

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

Unions will endorse these alternative arrangements provided:

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

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

4.6 How are ordinary hours determined?

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

4.7 Accrual of hours

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

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

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

4.8 *Time off in lieu of time worked*

Notwithstanding any of the provisions contained in this clause, employees may elect to take time off in lieu, consistent and together with the provisions of subclause 4.7 of this clause, when they are required to work overtime. Normal overtime provisions such as transport and meal allowance will be applicable. Time in lieu will be done by agreement between teams/employees affected and their team leader or manager

5. Shift Work

5.1 *Overtime and shift work*

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

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

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

5.2 *Types of shift*

There are two types of shift work:

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

5.3 Both types of shift work may be worked:

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

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

5.4 *Ordinary hours*

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

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

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

5.6 Employees who are required to work more than 11 ordinary shifts in 12 consecutive days, must be paid at overtime rates for the 12th and following consecutive shifts. (See clause 7 for overtime rates.)

5.7 *Shift Allowance*

Shift work may be:

(a) Early Morning Shift – a shift commencing after 5.00 am and before 6.30 am.

(b) Afternoon Shift – a shift finishing after 6.00 pm and at or before midnight.

(c) Night Shift – a shift:

- (i) Finishing between midnight and at or before 8.00am; or
- (ii) Commencing between midnight and at or before 5.00am.

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

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

Early Morning - the greater of 10% of single time for the shift and

1 Jan 2021	1 Jan 2022	1 Jan 2023	1 Jan 2024
\$10.34	\$10.65	\$10.97	\$11.30

Afternoon - the greater of 20% of single time and

1 Jan 2021	1 Jan 2022	1 Jan 2023	1 Jan 2024
\$37.54	\$38.67	\$39.83	\$41.02

Night - the greater of 20% of single time and

1 Jan 2021	1 Jan 2022	1 Jan 2023	1 Jan 2024
\$37.54	\$38.67	\$39.83	\$41.02

5.9 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
 Works such shifts on other than a public holiday, Saturday or Sunday, must be paid the following allowances:

Continuous Afternoon Shift - 25% of single time

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

5.10 Shift workers rostered on other continuous night shift rosters for two weeks or less must be paid for such shifts the overtime rates in clause 6 Overtime – Day Work.

5.11 Shift workers working continuous night shifts for two weeks or less and work such shifts on a public holiday must be paid in accordance with subclause 5.13.

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

Shift Penalty

5.13 *Public Holidays*

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

5.14 *Other than Public Holidays*

Shift workers must be paid the following penalties for all shifts worked on the following days that are not public holidays:

Shift	Penalty
(a) Saturday – all shifts	50% of single time
(b) Sunday – all shifts	100% of single time

5.15 *Only one rate to apply*

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

Roster Loading

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

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

5.17 *Roster Loading – rates*

The roster loading for ordinary hours actually worked is:

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

5.18 *Roster loading – different grade duties*

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

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

5.19 *Roster Loading – excluded Employees*

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 month and which attracts overtime penalty rates.

5.20 *Roster Loading – during training*

Shift workers required to transfer from one shift to another to undergo training must be paid the roster loading appropriate to:

- (a) The shift roster worked immediately before the training if the period of training is less than five consecutive working days; or
- (b) The new shift roster if the period of training continues for five or more consecutive working days

5.21 Day workers required to transfer to a shift work roster to undergo training must be paid the roster loading appropriate to the shift roster if the period of training continues for at least five consecutive working days.

General

5.22 *Payment while at training school*

Shift workers must be paid the roster loading, shift allowance and penalty rates for public holidays, Saturday and Sunday shifts, which they would have received for their appointed duties if they are:

- (a) Training for appointment to a position in their existing or higher grade; or
- (b) Attending refresher training courses; or
- (c) Attending general training courses and/or station training courses to qualify to carry out higher grade duties.

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

5.23 *Public Holidays*

Shift workers who, on a public holiday;

- (a) Work an ordinary rostered shift; or
- (b) Are rostered off duty (except when on annual or long service leave)

Are entitled to have a day added to their annual leave entitlement for each public holiday prescribed in clause 23 of the Agreement. If higher grade pay is involved, the provisions of subclause 14.4 apply.

5.24 *Not required to work on a public holiday*

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

5.25 *Shift worker on a five day shift – public holidays*

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

5.26 *Mutual stand down*

Shift workers who:

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

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

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

5.27 *Shift work day*

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

5.28 *Time of transfer from a shift*

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

- (a) Entitled to all the conditions of the current system of working until they actually begin working in the new system; and
- (b) Considered to have been transferred only from the time they begin to work in the new system.

5.29 *Ten hour break*

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

5.30 *Day workers relieving on regular shift work*

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

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

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

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

5.31 *Day workers on irregular shift work*

Day workers required to work relieving temporarily on irregular shift work, must be paid for the ordinary hours worked on that roster:

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

5.32 *Change of roster or shift*

Shift workers who are changed from one shift roster to another or from one shift to another must be paid:

- (a) At least time and one quarter for any shift which they begin within 48 hours from the end of the shift in which they were given notice of the change of roster or shift;
- (b) Overtime rates for the shift which they work without a break following the shift in which they were given notice of the change.

5.33 *Notice after absence from duty*

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

Handover

5.34 Shift workers required to handover at the end of a shift must stay at their work station until:

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

5.35 If handover is part of a shift worker's normal requirements on a shift, those shift workers are entitled to time off at the equivalent rate of 13.33 minutes for each shift. When shift workers transfer from one roster to another, this time off must be taken in accordance with the roster systems to which they are transferring. They are entitled to this time off even when they are absent from work on paid leave.

5.36 Handover time is to be added together during a roster cycle until it amounts to the time of a full shift. It may then be rostered to be taken off at ordinary time. Any periods in a roster cycle less than a full shift are to be carried forward to the next cycle. Employees with periods of handover time less than a full shift may be rostered off if approved by OEEES.

5.37 Any time off as a result of handover time is considered as a non-working day. Shift workers who are required to work on such a day, must be paid overtime in addition to payment for the handover shift.

5.38 If handover is not a normal feature of a roster, shift workers may be paid overtime if they are required to handover on a specific occasion

5.39 If a roster contains shifts where handover is not a requirement, the calculation of time off will:

- (a) Not be related to such shifts; and
- (b) Only relate to those shifts in the roster where handover is required.

5.40 Overtime shifts are not included in calculating handover time.

5.41 *Meal breaks*

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

5.42 *Twelve hour shifts*

The following provisions will apply to Operators at Eraring when working 12 hour shift rosters:

- (a) Each ordinary shift will be of 12 hours duration.
- (b) Payment will be in accordance with the 7 x 3 x 8 hour roster.

- (c) No benefits additional to those applying to the 7 x 3 x 8 hour roster will be accumulated in relation to sick, annual, long service leave or public holidays.
- (d) There will be two ordinary shifts per day with day shift being from 7:00 am to 7:00 pm and night shift being from 7:00 pm to 7:00 am
- (e) Twelve hour shift workers who, on a public holiday;
 - (i) Work an ordinary rostered shift; or
 - (ii) Are rostered off duty (except when on annual or long service leave)

Are entitled to have eight hours added to their annual leave entitlement for each public holiday prescribed in clause 23 of the Agreement. If higher-grade pay is involved, the provisions of subclause 14.4 apply.

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

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

(i) Saturday	1.5 x hours of shift
Sunday	2.0 x hours of shift
Public holidays	2.5 x hours of shift
Shift allowance (night shift)	1.2 x hours of shift, i.e., 20%
Shift allowance (day shift)	1.2 x 4 hours of shift, i.e., 3.00 pm to 7.00 pm

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

- (iii) Monday to Friday shifts:

Roster loading "A" and four hours shift allowance to be deducted for day shift (12 hours) on sick leave not supported by a medical certificate

Roster loading "A" and shift allowance to be deducted for night shift (12 hours) on sick leave not supported by a medical certificate

- (iv) Saturday and Sunday shifts:

Appropriate weekend penalty to be deducted for (12 hours) on sick leave not supported by a medical certificate

Roster loading "A" and four hours shift allowance to be deducted for day shift (12 hours) on sick leave not supported by a medical certificate

Roster loading "A" and shift allowance to be deducted for night shift (12 hours) on sick leave not supported by a medical certificate

- (v) Public Holidays:

Appropriate public holiday penalty to be deducted on sick leave not supported by a medical certificate

Roster loading "A" and four hours shift allowance to be deducted for day shift (12 hours) on sick leave not supported by a medical certificate

Roster loading "A" and shift allowance to be deducted for night shift (12 hours) on sick leave not supported by a medical certificate

- (i) Handover time will be 20 minutes each shift.

6. Overtime – Day Work

6.1 *What is overtime?*

Overtime is all time worked on:

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

6.2 *How is it calculated?*

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.

6.3 *What are the rates of pay?*

Day workers must be paid the following rates for overtime:

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

6.4 *Minimum payment for non-merging overtime*

An employee must be paid a minimum of four hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time. (This does not apply to an employee required to standby under clause 28 – Standby Allowance).

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

6.6 *Cancellation*

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

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

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

6.7 *Travel associated with merging overtime*

Employees, who work overtime which merges with normal or rostered working hours, must have their travel to and/or from their homes, arranged by OEES, if reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with clause 29 – Travelling Time and Fares.

6.8 *Travel associated with non-merging overtime*

Employees, who work overtime which does not merge with normal or rostered working hours, must be paid for all reasonable time travelled, except when they receive a minimum payment in accordance with subclause 6.4.

Employees shall receive the amount by which the sum of the actual time worked, at the appropriate rate, plus the entitlement to travelling time, in accordance with clause 29 Travelling Time and Fares, exceeds the minimum payment.

OEES must reimburse employees for any fares incurred.

6.9 *Telephone allowance*

Day workers who do not receive a stand-by allowance or a subsidised telephone and who are called out by telephone to work overtime must be paid an allowance of \$16.6 (01.01.21), \$16.65 (01.01.22), \$17.04 (01.01.23), \$17.55 (01.01.24), for each occasion they work overtime. The employees must travel to their work location by their own means.

6.10 *Time off after overtime – ten hour break*

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

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

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

6.13 The conditions in subclauses 6.10 and 6.11 do not apply to overtime for which a minimum payment is applicable.

6.14 If employees:

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

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

6.16 *Standing-by for overtime*

Employees required to hold themselves in readiness to work overtime after their ordinary finishing time must be paid for that time at ordinary rates for the period between the ordinary finishing time and the commencement of the overtime. However, this condition does not apply to employees required to stand-by under clause 28 – Standby Allowance.

7. Overtime – Shift Work

7.1 What is overtime?

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

7.2 How is it calculated?

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.

7.3 What are the rates of pay?

Shift workers must be paid the following rates for overtime:

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

7.4 Time worked – during rostered break

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

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

7.5 Time worked – on non-working days

Employees who do either of the following shall be paid at ordinary overtime rates for the day(s) concerned:

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

7.6 Minimum payment for non merging overtime

An employee must be paid a minimum of four hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time. (This does not apply to an employee required to standby under clause 28 – Standby Allowance).

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

7.8 Regular shift work – merging overtime

Employees who:

- (a) Are required to work irregular shift work; and
- (b) Are being paid double time for the ordinary time they work in accordance with subclause 5.31; and
- (c) Work overtime which merges with the finishing time of the shift they are working;

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

7.9 *Time off after overtime – ten hour break*

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

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

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

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

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

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

7.14 *Time off between shifts*

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

7.15 *Shift workers called out – not on standby*

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

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

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

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

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

7.16 *Notified of overtime before leaving work*

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

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

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

7.17 *Telephone allowance*

Shift workers who do not receive a stand-by allowance or a subsidised telephone and who are called out by telephone to work overtime must be paid an allowance of \$16.06 (01.01.21), \$16.54(01.01.22), \$17.04 (01.01.23), \$17.55 (01.01.24), for each occasion they work overtime. The employees must travel to their work location by their own means for which payment is prescribed by clause 29 – Travelling Time and Fares.

7.18 *Twelve hour maximum*

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

7.19 *When overtime is not paid*

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

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

8. Meal Allowances on Overtime

8.1 *When are meal allowances paid?*

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

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

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

9. Meal Breaks – Day Work

- 9.1 Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.
- 9.2 Employees may take meal breaks as they fall due or at some other time by arrangement with the team leader. However, employees must not go without a meal break for more than five hours unless there is an emergency.
- 9.3 *Disrupted meal breaks*
- 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.
- 9.4 *Overtime – Monday to Friday*
- Employees who are required to work overtime for a continuous period either before their ordinary commencing time or after their ordinary finishing time are allowed:
- (a) after one hour 30 minutes – a meal break of 20 minutes
 - (b) after five hours – a second meal break of 20 minutes.
 - (c) after nine hours – a third meal break of 20 minutes.
- 9.5 The meal break must be paid at the appropriate overtime rate.
- 9.6 Employees may take the 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 arrangement with their team leader, if the period of continuous overtime begins after the ordinary finishing time.
- 9.7 *Overtime – Saturday, Sunday or public holiday*
- Employees who are required to work for a period of continuous overtime on a Saturday, Sunday or public holiday are entitled to:
- (a) a meal break of 20 minutes with pay only if they are working during what would be their ordinary working hours and the overtime is for more than four continuous hours; and/or
 - (b) meal breaks with pay as set out in subclause 9.4.
- 9.8 *Overtime – meal breaks count*
- Meal breaks with pay allowed in connection with overtime are considered to be overtime. They do not break continuity and must be included in computing the amount of overtime worked by employees.
- 9.9 *Overtime – extension of meal break*
- Employees may extend meal breaks during overtime up to one hour if the team leader agrees. The time in excess of 20 minutes is not paid.

Section 3 -Employment

10. Flexibility

- 10.1 Any individual flexibility arrangement agreed under these flexibility provisions must concern only matters that would be “permitted matters” and must not concern matters that would be “unlawful matters” if those matters were contained in an enterprise agreement.
- (a) OEES and an individual employee may genuinely agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of OEES and the individual employee. The terms OEES and the individual employee may agree to vary the application of are those concerning:
 - (i) arrangements for when work is performed;
 - (b) The agreement between OEES and the individual employee must:
 - (i) be confined to a variation in the application of the terms listed in subclause 10.1(a); and
 - (ii) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
 - (c) The agreement between OEES and the individual employee must also:
 - (i) be in writing, name the parties to the agreement and be signed by OEES and the individual employee and, if the employee is under 18 years of age, the employee’s parent or guardian;
 - (ii) state each term of this Agreement that OEES and the individual employee have agreed to vary;
 - (iii) detail how the application of each term has been varied by agreement between OEES and the individual employee;
 - (iv) detail how the agreement results in the individual employee being better off overall in relation to the individual employee’s terms and conditions of employment; and
 - (v) state the date the agreement commences to operate.
 - (d) OEES must give the individual employee a copy of the agreement within 14 days and keep the agreement as a time and wages record.
 - (e) Except as provided in subclause 10.1(c)(i), the agreement must not require the approval or consent of a person other than OEES and the individual employee.
 - (f) OEES must provide for consultation with the relevant Union seven days or as otherwise agreed, prior to entering into an arrangement with an employee. To avoid doubt the relevant Union is not required to approve or consent to any flexibility arrangement with an employee. OEES shall not disclose names of employees without their consent. Notification to the relevant Union shall include the details of classification affected. Where the individual employee’s understanding of written English is limited OEES must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
 - (g) The agreement may be terminated:

- (i) by OEES or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (ii) at any time, by written agreement between OEES and the individual employee.
- (h) The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between OEES and an individual employee contained in any other term of this Agreement.

11. Part-time Employment

11.1 Who is a part time Employee?

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

11.2 Hours of Work

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

11.3 Rates of Pay

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

11.4 Overtime

Overtime must be paid in accordance with clause 6 Overtime – Day Work, but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

11.5 Entitlements

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

11.6 Returning to Full time Employment

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

12. Calculation of Service

12.1 In calculating service, OEES must include:

- (a) Periods of annual and long service leave;
- (b) Periods of approved leave with pay;
- (c) Periods of sick leave with or without pay;
- (d) Periods of approved leave without pay not exceeding 20 consecutive working days or shifts;
- (e) Periods of approved leave without pay exceeding 20 consecutive days or shifts which OEES has specifically authorised to be counted as service;
- (f) Periods of absence from work due to incapacity resulting from injury as defined in Section 6 of the Workers' Compensation Act 1926, Section 4 of the Workers' Compensation Act 1987, and Section 4 of the Workplace Injury Management and Workers Compensation Act 1998 No 86, for which the employee receives a payment under that Act;
- (g) Periods of service as an employee on probation;
- (h) Periods which counted under relevant legislation, awards or agreements as service with another employer immediately before the employee joined OEES under Schedule 3 of the Energy Services Corporations Act 1995;
- (i) Periods specified for certain employees under the State Owned Corporations Act 1989;
- (j) Periods of service with another employer where agreement has been reached between OEES and that employer;
- (k) Periods of service recognised under the Electricity Generator Assets (Authorised Transactions) Act 2012;
- (l) Any previous period of service with OEES in accordance with (a) to (k) for an employee who had resigned or been discharged and later re-employed. Discharge means termination as a consequence of retrenchment, re-organisation or shortage of work, or any reason except dismissal or retirement on account of ill-health;
- (m) Any previous period of service with OEES in accordance with (a) to (k) of an employee who had been dismissed and later re-employed if that employee's current period of service under (a) to (k) is more than five years;
- (n) Nothing in this clause is intended to reduce the amount of service previously counted for an employee prior to taking up service with OEES.

13. Classification Review

13.1 Purpose

The purpose of classification review is to determine and recommend the relative work value and salary point(s) for a position (s).

13.2 Classification Reviews will involve the use of the Mercer CED job evaluation system unless an alternative review mechanism has been agreed to between OEEES and a classification grouping.

13.3 OEEES will recognise the right of an employee to:

- (a) request that a job evaluation or agreed alternative review mechanism is conducted on their position.
- (b) to be represented by another employee who is accredited to participate in the classification review process.

13.4 All proceedings of Classification Reviews are confidential.

13.5 This clause will not prejudice or affect any right any person may have under the Fair Work Act 2009.

13.6 Process

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

Classification Structure

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

14. Higher Grade Work and Pay

14.1 *Obligation to work in a higher grade*

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

14.2 *Payment for higher grade work*

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

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

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

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

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

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

14.3 *Payment for Leave, Sick Leave, etc.*

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

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

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

14.4 *Public Holidays*

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

14.5 *Overtime*

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

14.6 *Training in higher grade*

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

- (a) The appointed occupant of the position remains on duty and retains the responsibilities of the position;
- (b) The periods of training do not exceed a continuous period of three months;
- (c) In the case of non-continuous training the periods of training do not exceed six months during a 12 calendar month period.

14.7 *Lower graded work*

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

15. Termination

15.1 *Termination of service*

Employees' service may be terminated by:

- (a) Resignation, i.e. voluntary leaving the service of OEES
- (b) Retirement on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade. OEES's nominated health physician and/or other medical practitioner, as agreed to by OEES and the secretary of the Union concerned, must issue a certificate to this effect.
- (c) Dismissal

15.2 Employees who are absent without approval for a continuous period of five working days for reasons other than certified sickness, or extenuating circumstances acceptable to OEES as satisfactory, shall be deemed to have resigned.

15.3 *Period of notice*

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

15.4 In all other cases of termination, except dismissal, OEES must give the employee at least one months' notice, unless their terms of employment provides for a different period.

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

16. Clothing and Tools

16.1 *Basis of issue*

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

16.2 *Responsibility of employees*

Employees are responsible for:

- (a) the proper care of any clothing or other article issued; and
- (b) the laundering of clothing issued to them, unless specifically exempted by OEES

16.3 *Replacement*

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

Section 4 -Leave and Holidays

17. Annual Leave

17.1 Amount of leave

Seven day shift workers who are regularly rostered to work on Sundays and public holidays, are “shift workers” for the purposes of the National Employment Standards.

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

- (a) Day workers – 140 hours (4 weeks)
- (b) Shift workers on seven day rotating roster – 140 hours (4 weeks) plus:
 - (i) 35 hours after 12 months on the roster (1 week); or
 - (ii) a proportionate amount of 35 hours for periods less than 12 months of the roster.
- (c) Shift workers on other than seven day rotating roster – 140(4 weeks) hours.

17.2 Public holidays falling within a period of leave

Annual leave does not include public holidays.

17.3 Rate of pay

Annual leave is paid as follows:

- (a) Day worker – full pay
- (b) Shift worker
 - (i) Ordinary rate of pay plus the employee’s ordinary shift work penalty payments, had the employee not been on annual leave; or
 - (ii) Ordinary rate of pay if the roster loading under clause 5 – Shift Work is more than the ordinary shift work penalty payments.

17.4 When can leave be taken?

By mutual agreement, an employee may take annual leave:

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

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

17.6 Notice of leave

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

17.7 Leave on terminating service

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

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

17.8 *Annual leave at half pay and double pay*

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

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

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

17.9 *Excess annual leave*

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

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

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

18. Long Service Leave

18.1 *What service counts?*

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

- (a) actual service with OEES
- (b) periods of service under clause 12 – Calculation of Service.

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

18.2 *At what rate does leave accrue?*

Long service leave accrues as follows:

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

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

Transferred employees with periods of service listed in subclauses 18.1 and 12.1 must get an amount of long service leave at least equal to that to which they would have been entitled if they had not transferred. Any part of their entitlement which they have received from their previous employer is deducted from the total amount due from OEES.

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

18.4 *How is leave paid?*

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

18.5 *When can leave be taken?*

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

18.6 An employee may take long service leave:

(a) On full pay:

- (i) in periods of four weeks or more; or
- (ii) with the agreement of OEES in periods of not less than two weeks; or

(b) On half pay only at a time suitable to OEES and at its discretion. If half pay is chosen then the employee is entitled to a period of absence twice the amount of entitlement.

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

18.8 *Public holidays falling during leave*

Long service leave does not include public holidays.

18.9 *On leaving between five and ten years*

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

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

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

18.10 *After ten years*

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

19. Personal/Carer's Leave and Accident Pay

- 19.1 Employees may be granted personal/ carer's leave, either with or without pay, when they are absent from work because:
- (a) they are personally ill or injured; or
 - (b) they visit a medical practitioner for advice and/or treatment for actual or suspected personal illness or injury and they comply with the regulations in subclauses 19.19 to 19.26; or
 - (c) they provide care or support to a member of their immediate family or household, because of a personal illness, injury or unexpected emergency affecting the member.
 - (i) A member of the employee's immediate family means a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of an employee; or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
 - (ii) This definition includes step-relations (eg. step-parents and step-children) as well as adoptive relations, a child of a person includes: someone who is a child of the person within the meaning of the Family Law Act 1975 (Cth), an adopted child or step child of the person. It does not matter whether the child is an adult. Spouse includes a former spouse or de facto partner
 - (iii) If under this clause, one person is a child of another person, other family relationships are also to be determined on the basis that the child is a child of that other person.

19.2 *When will personal leave not be granted?*

Employees will not be granted personal leave when:

- (a) they have workers' compensation approved, or
- (b) the personal illness or injury was caused or substantially brought about by:
 - (i) the employees' wilful act, misconduct or negligence; or
 - (ii) participation in a game involving risk of injury unless OEES accepts that the participation is beneficial for the health and efficiency of the employee; or
 - (iii) participation in other employment.

19.3 *Amount of personal leave*

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

Leave on full pay

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

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

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

19.4 *Calculation of entitlements*

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

19.5 *Calculation of an employees' entitlements*

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

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

19.6 *Maximum period of leave*

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

19.7 OEES may approve additional personal leave with pay if:

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

19.8 *Leave to count as service*

Any period of personal leave, with or without pay, or leave on accident pay that OEES approves, counts as service.

19.9 *Retirement – ill health*

OEES may retire employees on account of ill-health, which makes employees unable now and in the future to perform the duties of their appointed grade. OEES's nominated health physician and/or other medical practitioner, as agreed to by OEES and the secretary of the Union concerned, must issue a certificate to this effect.

19.10 *Retirement and personal leave*

If OEES decides to retire an employee because of ill-health:

- (a) The retirement must begin only after the employee has exhausted all personal leave credits; or
- (b) The employee may choose to be paid any accrued personal leave outstanding in lieu of exhausting personal leave credits.
 - (i) Accrued personal leave will be calculated as at retirement date

- (ii) Annualised salary loading will not apply to personal leave payments paid on retirement

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

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

19.11 *Sickness during long service leave and annual leave*

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

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

19.12 *Public holidays during personal leave*

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

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

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

- (a) Do not work a shift for which they are rostered on a public holiday because of personal illness or injury; and
- (b) Comply with the provisions relating to the granting of personal leave; and
- (c) Notify OEES of the impending absence before the shift begins; and
- (d) Submit an acceptable medical certificate in accordance with subclauses 19.20 to 19.23.

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

19.14 *Infectious diseases*

Employees may elect to have a period of absence from work because of contact with a person suffering from an infectious disease or restrictions imposed by law concerning the disease, either:

- (a) Treated as personal leave; or
- (b) Deducted from their annual leave.

19.15 *Accident Pay*

Accident pay is an amount that would bring the workers' compensation up to the employee's substantive salary for the weekly period in which it is paid.

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

- (a) Have workers' compensation approved; and
- (b) Comply with subclauses 19.17 to 19.24.

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

19.17 *How to apply*

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

19.18 *Notice of absence*

An employee shall, wherever practicable, give OEES notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify OEES by telephone of such absence at the first opportunity on the day of absence.

19.19 *Medical examination*

If required by OEES, in certain circumstances, employees may be required to be examined by OEES's nominated Occupational Health Physician consultant as soon as they are physically able.

19.20 *Absences of three days or less*

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

19.21 *Absences of more than three days*

Employees must submit a certificate from OEES's nominated Occupational Health Physician Consultant or another medical practitioner to cover all periods of absence for which the employees claim:

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

19.22 The medical certificate must contain:

- The name of the employee;
- The period the employee is likely to be unfit for work;
- The date of which the employee will be able to report to OEES's nominated Occupational Health Physician consultant;
- The date the employee first consulted a medical practitioner or OEES's nominated Occupational Health Physician consultant;
- The medical practitioner's qualifications, name, address and signature or the signature of OEES's nominated Occupational Health Physician consultant; and
- The date of issue of the certificate.

19.23 Employees, who have applied to a medical practitioner for a medical certificate and are unable to obtain such certificate, must submit a statutory declaration containing:

- The name and address of the medical practitioner;
- The date of the consultation; and
- The reasons for not obtaining a certificate.

19.24 If OEES's nominated Occupational Health Physician consultant certifies an employee as unfit for work, the employee must obtain a medical certificate from another medical practitioner when required by OEES's nominated Occupational Health Physician consultant.

19.25 For the purposes of personal/ carer's leave, *proof of illness*

The employee shall, if required:

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person; or
- (b) establish by production of documentation acceptable to OEES or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take personal/ carer's leave under this subclause where another person had taken leave to care for the same person.

- 19.26 Personal leave or accident pay is paid to those employees only from the date on which they first consulted a medical practitioner and obtained a medical certificate. They may also be paid for a period before the consultation if the period does not exceed:

- (a) Three working days which are consecutive; and
- (b) Two non-working days; and
- (c) Any public holiday; and

Any special day off related to the working of a nine day fortnight.

- 19.27 If OEES disputes a medical certificate, a medical practitioner agreed on by the employee and OEES may be appointed as a referee. Any medical certificate issued by that referee must be accepted by the employee and OEES as conclusive.

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

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

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

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

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

- 19.29 *Personal/ Carer's Leave*

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

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

- 19.30 *Unpaid Leave for Family Purpose*

An employee may elect, with the consent of OEES, to take unpaid leave for the purpose of providing care and support to a class of person set out in 19.1(c) above who is ill or who requires care due to an unexpected emergency.

- 19.31 *Annual Leave*

An employee may elect, with the consent of OEES to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

19.32 An employee may elect with OEES's agreement to take annual leave any time within a period of 24 months from the date at which it falls due.

19.33 *Personal/ Carer's Leave Entitlement for casual employees*

(a) Subject to the evidentiary and notice requirements in 19.18 and 19.23 employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in 19.1(c) who are sick and require care and support because of a personal illness, personal injury or an unexpected emergency.

(b) OEES and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

(c) OEES must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of OEES to engage or not to engage a casual employee are otherwise not affected.

19.34 *Time off in lieu of payment for overtime*

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

19.35 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate that is an hour for each hour worked.

19.36 If, having elected to take time as leave in accordance with subclause 19.34, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period, or on termination.

19.37 Where no election is made in accordance with subclause 19.34, the employee shall be paid overtime rates in accordance with this Agreement.

19.38 *Make-up time*

An employee may elect, with the consent of OEES to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at the ordinary rate of pay.

19.39 An employee on shift work may elect, with the consent of OEES to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

19.40 *Rostered Days off*

An employee may elect, with the consent of OEES to take a rostered day off at any time, in accordance with subclause 4.7 of this Agreement.

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

Leave entitlements provided for in clause 19.7 Personal/Carer's leave may be used by employees experiencing domestic violence and who satisfy the requirements of clause 19;

As per clause 19.7 (b) if all personal leave entitlements referred to in subclause 19.3 are exhausted, OEES shall consider whether additional personal leave may be approved for absences from the workplace to attend to matters arising from domestic violence situations.

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

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

OEES, where appropriate, may facilitate flexible working arrangements.

20. Compassionate Leave

- 20.1 (a) All employees (including casual employees) are entitled to compassionate leave (also known as bereavement leave).
- (b) Compassionate leave can be taken when a member of an employee's immediate family or household dies or suffers a life-threatening illness or injury.
- (c) The employee must notify OEES as soon as practicable of the intention to take compassionate leave and will, if required by OEES, provide to the satisfaction of OEES proof of illness, injury or death.
- immediate family is an employee's:
 - spouse or former spouse
 - de facto partner or former de facto partner
 - child
 - parent
 - grandparent
 - grandchild
 - sibling, or a
 - child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
- (d) This definition includes step-relations (e.g. step-parents and step-children) as well as adoptive relations, a child of a person includes: someone who is a child of the person within the meaning of the Family Law Act 1975 (Cth), an adopted child or step child of the person. It does not matter whether the child is an adult. Spouse includes a former spouse or de facto partner
- (e) If under this clause, one person is a child of another person, other family relationships are also to be determined on the basis that the child is a child of that other person
- (f) Employees will be able to take compassionate leave for other relatives (e.g. cousins, aunts and uncles) if they are a member of the employee's household, or if the employer agrees to this.
- (g) All employees are entitled to 2 days compassionate leave each time an immediate family or household member dies or suffers a life-threatening illness or injury.
- (h) Full-time and part-time employees receive paid compassionate leave and casual employees receive unpaid compassionate leave.

21. Maternity Leave and Parental Leave

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

21.2 *Parental Leave*

- (a) Parental leave is intended for employees who have or will have responsibility for the care of a newborn or recently adopted child.
- (b) All employees are eligible for parental leave provided they have at least 40 weeks continuous service before the expected date of birth or adoption.
- (c) Where an employee is provided any paid leave under this clause, the length of that leave reduces the unpaid parental leave entitlement by an equivalent amount.

21.3 *Unpaid Parental Leave*

- (a) Each member of the employee couple may take a separate period of up to 52 weeks; but if only one member takes their entitlement, the other member may request an extension of their own entitlement by an additional period (up to the same length as the original entitlement).
- (b) The combined employee couple's leave must not exceed 24 months.
- (c) An employee couple includes same sex partners who lives with the employee as the de facto partner of that employee on a bona fide domestic basis

21.4 *Unpaid special maternity leave*

An employee who is unfit for work due to a pregnancy-related illness, or whose pregnancy ends not in the birth of a living child within 28 weeks of the expected birth date may take leave as required.

21.5 *Paid Maternity Leave*

An employee who gives birth to a child and who will care for the child as the primary care-giver is entitled to 14 weeks full pay from the date the maternity leave commences.

21.6 *Paid Adoption Leave*

The primary caregiver to an adopted child is entitled to 14 weeks full pay from the date the adoption leave commences.

21.7 *Paid Partner Leave*

- (a) The secondary caregiver to a newborn or recently adopted child is entitled to up to seven consecutive calendar days, in which all shifts that fall will be paid at normal rates
- (b) Paid Partner Leave is not subject to a qualifying period

21.8 OEES must not fail to re-engage a regular casual employee because:

- (a) The employee or employee's spouse is pregnant; or
- (b) The employee is or has been immediately absent on parental leave.
- (c) The rights of OEES in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause

21.9 *Right to request*

- (a) To assist the employee in reconciling work and parental responsibilities, an employee entitled to parental leave may request:
- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) To return from a period of parental leave on a part-time basis until the child reaches school age.
- (b) OEES shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities may only refuse the request on reasonable grounds related to the effect on the workplace or OEES business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

21.10 Employee's request and OEES' decision made under subclauses 21.3(a) and 21.9(a) must be recorded in writing.

21.11 *Request to return to work part-time*

Where an employee wishes to make a request under subclause 21.3(a) and 21.9(a) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

21.12 *Communication during parental leave*

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

22. Special Leave

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

22.2 *Approval for special leave*

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

Special leave with pay

22.3 *Natural disasters*

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

22.4 *Dust diseases*

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

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

22.5 *Moving residence*

When not in connection with OEE's employment, and provided the removal of household furniture is involved, one day of special leave is provided.

22.6 *Graduation ceremony*

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

22.7 *NAIDOC week celebrations*

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

22.8 *Emergency services*

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

(b) A leave request for Special Leave must be supported by a written statement from an appropriate officer of the volunteer organisation or Police certifying the time and location of

attendance. It is the responsibility of the employee to provide OEES with the appropriate evidence and length of leave required on each emergency or training event where attendance is required.

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

22.9 *Jury service*

- (a) Special Leave with or without pay is available to allow an employee to meet their responsibilities under the Jury Act, 1977.
- (b) If an employee chooses to perform their jury service by taking annual leave or clearing accrued roster hours, any fees which are paid to them for their jury service will not be required to be refunded to OEES.
- (c) Alternatively, Special Leave with pay may be approved to cover the time necessary for them to be absent from work, if the employee refunds OEES any fees paid to them for their jury service, less out-of-pocket expenses.

22.10 *Part-time military service*

- (a) Special Leave with pay is made available for those employees who are volunteers in the part-time Reserve Force within the Australian Army, Navy or Air Force.
- (b) Periods of absence caused by military service for Apprentices does not count as service for apprenticeship purposes, except when agreed by the Apprenticeship Board.
- (c) Reservists are entitled to a maximum of 28 calendar days of leave per financial year for the purpose of Defence service. An additional, once off, entitlement of up to 14 calendar days of leave are available for recruit/initial training for Reservists.
- (d) Special Leave for this purpose is calculated on straight calendar days regardless of Public Holidays, rostered days off and weekends.
- (e) An additional four calendar days may be granted if the employee's Commanding Officer certifies, in writing, the necessity for that person to attend further compulsory training, class/school or course.
- (f) All payments made to an employee whilst undertaking part-time military service are paid at the normal rate of pay at single time.
- (g) An Official Reserve Forces Notification and a Certificate of Attendance needs to be provided to OEES the leave request for Community Leave. If these certificates are not provided, the approval for Special Leave will be cancelled and paid as Annual Leave or Long Service (where credit permits) or Special Leave without pay.
- (h) If an employee is unable to return to work immediately following Part-time Military Service because they suffered an injury or contracted an illness during the period:
- (i) If compensation is not paid to the employee by the Commonwealth for the absence, then they may be paid as if they were on duty with OEES.
- (j) If compensation is paid by Commonwealth equal to or greater than the amount the employee would have received had they been granted personal leave from OEES, then the period they are absent will be granted as Leave without Pay.

- (k) If compensation paid by the Commonwealth is less than the amount the employee would have received had they been granted personal leave from OEEES, then the difference will be paid by utilising personal leave as 'make up pay'.
- (l) Employees who absent themselves without leave from Military duty whilst on Part-Time Military Service will be subject to disciplinary action.

22.11 *Donating blood*

- (a) Special Leave with pay for reasonable time lost up to a maximum of a half a day is available for the purposes of donating blood to the Red Cross Blood Bank. Where possible, appointments should be arranged after 2.00 pm. Unless substantial travel is involved, the time taken should be limited to quarter of a day.
- (b) Where blood is donated 'on site' time lost is necessary to donate the blood and an appropriate recuperative period as suggested by the Red Cross Blood Bank.

23. Public Holidays and Picnic Day

23.1 *Public Holidays*

The following days are observed as public holidays:

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

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

23.2 *What is day worker entitled to?*

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.

23.3 *What is a shift worker entitled to?*

A shift worker is:

- (a) Paid for public holidays in accordance with clause 5 – Shift Work; and
- (b) Not entitled to be paid if absent without approval when the shift worker's normally rostered shift falls on a public holiday.

23.4 *Are public holidays paid during a period of absence?*

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

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

23.5 *Picnic Day*

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

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

Section 5 - Salary and Allowances

24. Salaries

24.1

Salary Point	1 Jan 2021	1 Jan 2022	1 Jan 2023	1 Jan 2024
1	\$659.64	\$679.43	\$699.81	\$720.80
2	\$764.84	\$787.79	\$811.42	\$835.76
3	\$867.55	\$893.58	\$920.39	\$948.00
4	\$974.16	\$1,003.38	\$1,033.48	\$1,064.48
5	\$1,026.87	\$1,057.68	\$1,089.41	\$1,122.09
6	\$1,078.17	\$1,110.52	\$1,143.84	\$1,178.16
7	\$1,128.53	\$1,162.39	\$1,197.26	\$1,233.18
8	\$1,180.05	\$1,215.45	\$1,251.91	\$1,289.47
9	\$1,233.85	\$1,270.87	\$1,309.00	\$1,348.27
10	\$1,290.10	\$1,328.80	\$1,368.66	\$1,409.72
11	\$1,350.74	\$1,391.26	\$1,433.00	\$1,475.99
12	\$1,415.03	\$1,457.48	\$1,501.20	\$1,546.24
13	\$1,481.70	\$1,526.15	\$1,571.93	\$1,619.09
14	\$1,551.31	\$1,597.85	\$1,645.79	\$1,695.16
15	\$1,624.11	\$1,672.83	\$1,723.01	\$1,774.70
16	\$1,700.58	\$1,751.60	\$1,804.15	\$1,858.27
17	\$1,760.03	\$1,812.83	\$1,867.21	\$1,923.23
18	\$1,821.62	\$1,876.27	\$1,932.56	\$1,990.54
19	\$1,883.91	\$1,940.43	\$1,998.64	\$2,058.60
20	\$1,949.26	\$2,007.74	\$2,067.97	\$2,130.01
21	\$2,017.47	\$2,077.99	\$2,140.33	\$2,204.54
22	\$2,086.97	\$2,149.58	\$2,214.07	\$2,280.49
23	\$2,159.30	\$2,224.08	\$2,290.80	\$2,359.52
24	\$2,234.23	\$2,301.26	\$2,370.30	\$2,441.41
25	\$2,310.95	\$2,380.28	\$2,451.69	\$2,525.24
26	\$2,391.67	\$2,463.42	\$2,537.32	\$2,613.44
27	\$2,473.94	\$2,548.16	\$2,624.60	\$2,703.34
28	\$2,560.57	\$2,637.39	\$2,716.51	\$2,798.01
29	\$2,648.39	\$2,727.84	\$2,809.68	\$2,893.97
30	\$2,740.95	\$2,823.18	\$2,907.88	\$2,995.12
31	\$2,835.72	\$2,920.79	\$3,008.41	\$3,098.66
32	\$2,933.96	\$3,021.98	\$3,112.64	\$3,206.02
33	\$3,035.00	\$3,126.05	\$3,219.83	\$3,316.42
34	\$3,140.20	\$3,234.41	\$3,331.44	\$3,431.38
35	\$3,249.89	\$3,347.39	\$3,447.81	\$3,551.24
36	\$3,362.18	\$3,463.05	\$3,566.94	\$3,673.95

24.2 Superannuation

A superannuation amount of 2% will apply in addition to the legislated superannuation guarantee rate. These additional superannuation contributions will be paid into:

- First State Superannuation account; or
- The superannuation fund in which the employee's legislated superannuation guarantee contribution is paid into (provided it is not a defined benefit fund)

24.3 Payment of Salaries

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.

24.5 Working up to skill level

Employees must:

(a) Work up to their skill level, competence and training within the categories listed below;

- Administrative Officer (AO);
- Engineering Officer (EO);
- Professional Officer (PO);
- Operator (OP);
- Power Worker (PW);
- Tradesperson (TP); and

(b) Work in accordance with the classification descriptions, position descriptions, salary points and agreed Skills Development Programs annexed to this agreement for the following classifications:

Eraring Power Station

Classification	Specific Positions	Skills Development Program
AO, EO, PO and PW		Refer to clause 13 – Classification Review
OP	Power Plant Operator, Assistant Power Plant Operator, Isolation Coordinator	Production Skills Development, Career Path and Remuneration Program May 2016
PW	Mobile Coal Plant Operators	Mobile Coal Plant Operator Salary Structure 2016
		Mobile Coal Plant Operator Annualised Salary Agreement 2016
TP	Tradesperson & Senior Tradesperson	Tradesperson Skills Development, Career Path and Remuneration Program 2016

Shoalhaven Power Station

Classification	Specific Positions	Skills Development Program
AO, EO, PO, PW and TP		Refer to clause 13 – Classification Review

(c) During the term of this agreement, the parties recognise that these programs are designed to be flexible and responsive to changing skills needs within the business. The parties are committed to ongoing consultation within the agreed program frameworks to ensure that the programs remain contemporary and reflect the ongoing skills development needs of employees and the skills requirements of the business.

24.6 *No extra claims*

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

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

works during the term of the Agreement by groups of employees, such as classification groups.

- (c) The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to interpretation, application, or enforcement of existing agreement provisions.
- (d) The no extra claims provision does not exclude a claim by an individual employee as a result of the current capital spend. This means that an individual employee can seek a review of salary in the normal manner if the introduction of new technology, the requirement of additional training and competencies, additional skills and abilities are required by an employee that may follow the capital spend and other unknowns at the time of making this Agreement.

24.7 *Salary Packaging*

Employees may participate in a salary packaging scheme. A salary packaging arrangement will be cost neutral to OEES.

Benefit options available under the salary packaging scheme include:

- Novated Lease Motor Vehicles
- Superannuation

24.8 *Salary Sacrifice to Superannuation*

An employee may elect, subject to the agreement of OEES, to sacrifice a portion of the salary payable under subclause 24.1 to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

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

- (a) Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- (b) Any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Agreement or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.

24.10 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:

- (a) Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
- (b) Subject to OEES agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

24.11 Where an employee elects to salary sacrifice in terms of subclause 24.8 OEES will pay the sacrificed amount into the relevant superannuation fund.

24.12 Where the employee is a member of a superannuation scheme established under:

- (a) the Superannuation Act 1916;
- (b) the State Authorities Superannuation Act 1987;
- (c) the State Authorities Non-contributory Superannuation Act 1987; or
- (d) the First State Superannuation Act 1992

OEES must ensure that the amount of any additional employer superannuation contributions specified in subclause 24.9 is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

24.13 Where, prior to electing to sacrifice a portion of salary to superannuation, an employee had entered into an agreement with OEES to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 24.12 above, OEES will continue to base contributions to the fund on the salary payable under subclause 24.1 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This subclause applies even though the superannuation contributions made by OEES may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

24.14 *Payroll Deduction of Union Membership Fees*

- (a) OEES shall deduct Union weekly membership fees from the pay of any employee who is a member of a Union, provided that the employee has authorised OEES to make such deductions.
- (b) The relevant Union shall provide OEES with a schedule setting out Union weekly membership fees payable by its members and shall advise OEES of any change to the amount of weekly membership fees at least one month in advance of any such change.
- (c) Union membership fees deducted from employee's pays and information to reconcile and credit subscriptions to employee's Union membership accounts will be forwarded to the Union on a weekly basis.

25. Allowances

25.1 Location allowance

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

Site Location	Classifications	1 Jan 2021	1 Jan 2022	1 Jan 2023	1 Jan 2024
Maintenance Workshops (including Garage)	Tradespersons, Power Workers, Maintenance Team Leaders, Apprentices, and Technicians	\$157.31 per week	\$162.03 per week	\$166.89 per week	\$171.90 per week
Coal Plant	Mobile Coal Plant Operators	\$157.31 per week	\$162.03 per week	\$166.89 per week	\$171.90 per week
Production	Operators	\$118.09 per week	\$121.63 per week	\$125.28 per week	\$129.04 per week
All Other Locations	All Other Employees	\$98.22 per week	\$101.17 per week	\$104.21 per week	\$107.34 per week
Shoalhaven	All Employees	\$98.22 per week	\$101.17 per week	\$104.21 per week	\$107.34 per week

- (a) Employees who work ordinary working hours or shifts for which they have been rostered, must be paid the full weekly Location Allowance at the rate determined for the employee's permanent headquarters.
- (b) Employees, who are required to work away from their permanent headquarters for extended periods, may be paid the Location Allowance, for the temporary headquarters in respect of all time worked.
- (c) Employees must continue to be paid the allowance, while on long service leave, annual leave, paid personal leave or accident leave, and all other approved leave with pay. Such periods of leave are regarded as time worked at the employees' permanent headquarters for the purpose of calculating the amount of the allowance payable.
- (d) The allowance must also be taken into account when calculating penalty rates for overtime, except for time worked on a public holiday, during what would have been the employee's ordinary hours if the day was not a public holiday. The allowance is not taken into account when calculating payments for travelling time or the purpose of calculating penalty additions for ordinary shifts worked on public holidays by shift workers.
- (e) Payment of the Location Allowance is made instead of allowances or extra rates for or relating to heat, height, dirty work, wet places, work in confined spaces or other conditions and circumstances, whether of a like nature or otherwise, under which the work is now performed or likely to be performed in the future

25.2 Access to Apparatus Rules

- (a) Employees who hold Certification 2.3.1 or 2.4 under OEEs Access to Apparatus Rules or OEEs High Voltage Procedures Manual as an Authorised Permit Issuer (High Voltage) or Permit Acceptor (High Voltage) are to be paid an allowance of \$14.26 (01.01.21), \$14.69 (01.01.22), \$15.13 (01.01.23), \$15.58 (01.01.24), per week.
- (b) An employee who holds both levels of certification is paid only one allowance.

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

25.3 *Special Allowances*

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

The special allowances are as follows:

- (a) When nominated to carry out first aid duties on day/afternoon or night shift payment of \$32.86 (01.01.21), \$33.85 (01.01.22), \$34.87(01.01.23), \$35.92 (01.01.24), per week or part thereof;
- (b) Other than shiftworkers in a continuous process, in circumstances when they are required to be in charge of plant, a depot, office, or telephone during a meal break. Payment of \$4.43 (01.01.21), \$4.56 (01.01.22), \$4.70 (01.01.23), \$4.84 (01.01.24), per day or part thereof.
- (c) When working inside septic tanks or sewerage systems. Single time in addition to normal time.

26. Performance Review

26.1 Performance Review

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

27. Redundancy

27.1 Termination via Redundancy

- (a) In the event that OEES is considering the introduction of change to production, program, organisation, structure, or technology that is likely to result in redundancies, consultation with relevant employees will occur in accordance with clause 1.3 of this agreement.
- (b) OEES will make all reasonable efforts to avoid redundancy; however, where redundancies are required, OEES will call for expressions of interest for voluntary redundancies from employees within the classification(s) affected.
- (c) The decision to accept these voluntary redundancies will be made by OEES and will be based on operational requirements of the business.
- (d) The selection process for redundancies 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.

27.2 Termination payments on redundancy

In the event of cessation of employment due to redundancy, OEES will pay employees:

- (a) Four weeks' notice or payment in lieu; plus
- (b) An additional weeks' notice or pay in lieu for employee aged 45 years and over with five or more years of completed service; plus
- (c) Severance pay of eight weeks pay, or three weeks pay per year of continuous service with a maximum of 52 weeks (whichever is greater), with pro rata payments for incomplete years of service to be on a quarterly basis; plus
- (d) The following additional payments based on length of service:
 - Less than one years: two weeks pay
 - One year and less than two years service: four weeks pay
 - Two years and less than three years service: six weeks pay
 - Three years service and over: eight weeks pay
- (e) The benefit allowable as a contributor to a superannuation fund.

27.3 Outplacement and other redundancy benefits

- (a) Employees leaving OEES through redundancy to receive assistance through our outplacement and career transition service providers.
- (b) OEES will provide access to the Employee Assistance Program (EAP) for three months after separation.
- (c) OEES will reimburse the costs of advice from a licensed Financial Planner up to \$400 (plus GST) submitted to OEES up to three months after separation. Claims must be accompanied by a tax invoice.
- (d) Employees may be granted up to one day off per week during the notice period for the purpose of seeking other employment.

- (e) Employees to whom a toolkit has been issued may purchase their allocated tool kit on termination. At the employee's request, OEEES will provide details of the contents and purchase price of the kit prior to a decision by the employee to purchase the kit.

28. Standby Allowance

28.1 The following clause will apply where standby/callout arrangements are required, but no voluntary process has been implemented by mutual agreement between OEEs and the affected employees.

28.2 *Who is entitled to the Allowance?*

Employees who are required to standby for emergency and/or breakdown work at any time and are required to remain in communication must be paid standby allowance.

28.3 Standby work includes:

- (a) restoring continuity of supply
- (b) returning to safe and proper operating condition any plant or equipment that has broken down in service, or is likely to break down
- (c) carrying out urgent maintenance work that if not carried out an interruption to supply may occur.

28.4 Standby work does not include:

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

28.5 *How much is the allowance?*

- (a) The minimum standby period is one day (24 hours).
- (b) Employees will be paid a daily rate for each day they are required to standby
- (c) The applicable daily rate will be determined by the day on which the majority of the standby hours fall.
- (d) The following daily rates apply:

Day	1 Jan 2021	1 Jan 2022	1 Jan 2023	1 Jan 2024
Mon - Fri	\$45.68	\$47.05	\$48.46	\$49.91
Sat-Sun	\$68.52	\$70.58	\$72.70	\$74.88
Weekly Rate	\$365.43	\$376.39	\$387.68	\$399.31

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

Day workers who are on standby and who are called out and required to work overtime must be paid in accordance with clause 6 – Overtime Day Work. They must receive a minimum payment of two hours at double time.

28.7 *Payment of overtime worked when called out – shift workers*

Shift workers who are on standby and who are notified after leaving work must be paid in accordance with clause 7 – Overtime Shift Work if the overtime commences:

- (a) two hours or more before the ordinary time:
 - (i) double time when the overtime merges with rostered commencing time
 - (ii) double time, with a minimum of three hours at single time, when the overtime does not merge with rostered commencing time.
- (b) Less than two hours before the ordinary commencing time, the appropriate rate provided for in clause 7 – Overtime – Shift Work.

- (c) Additionally, in the case of non-merging overtime, the appropriate rate in clause 7 – Overtime – Shift Work applies from the time of commencing overtime to the time of commencing the next rostered shift.

28.8 *Public Holidays*

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

28.9 *Standby availability*

Employees standing by:

- (a) Must not be required to be constantly available beyond a period of two weeks if other employees are available for these duties; and
- (b) Must have at least one weekend, comprising two consecutive days off duty in each four weeks, without reduction in standby allowance if other employees are not available.
- (c) Employees on standby shall not engage in an activity or make a commitment that will adversely affect their obligations to attend work as required.
- (d) In the event that a person required to perform standby is unable to attend as a result of sickness or an emergency situation, notification to immediate supervisor should be made as soon as practicable to allow for alternative coverage arrangements to be organised.

28.10 *Notice Periods*

OEES will provide a minimum of seven (7) days notice to implement a fair and equitable team standby roster. If less than seven (7) days notice is given, standby allowance for the respective period will be paid at two times the applicable rate.

29. Travelling Times and Fares

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

29.2 *When can it be claimed?*

Employees are entitled to claim:

(a) excess travelling time and excess fares when they are:

- (i) are required to work at a location, which takes longer to travel to and from in comparison to their usual place of work; or
- (ii) work overtime, which merges with ordinary working hours.

(b) Travelling time and fares when they work overtime, which does not merge with ordinary working hours.

29.3 *Who can claim?*

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

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

29.5 *Transport*

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

29.6 *Method of payment*

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

29.7 *Travelling time calculation*

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

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

29.8 *Fares limitation*

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

30. Working Away from Headquarters

30.1 *Overnight absence from home*

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

30.2 *Returning home after extended periods away*

OEES must allow employees who are away from headquarters for an extended period of time to return home:

- (a) daily or at each weekend if the location of the temporary headquarters makes it practicable;
or
- (b) every third weekend if daily or weekend return is impractical. Travel between temporary headquarters and home other than the first and last journeys must be in the employee's own time; or
- (c) more frequently if OEES considers it economical.

30.3 Employees returning home from their temporary headquarters on approved weekend travel must be provided with a meal allowance for each forward and return journey, provided they have worked the full ordinary hours at the temporary headquarters on the day of travel. The meal allowance will be paid at a rate determined by the Australian Taxation Office.

Section 6 - Miscellaneous

31. Delegates Rights and Responsibilities

- 31.1 The provisions of this clause apply to employee(s) whose Union has advised OEES in writing that the employee(s) have been nominated and elected by their Union as a delegate for the members of that Union.
- 31.2 In addition to the rights concerning victimisation in the relevant legislation, OEES recognises that Union delegates:
- (a) May make representations to management on behalf of their Union's members, and to have these promptly dealt with;
 - (b) Will be treated fairly and will be permitted to perform their role as a delegate without discrimination or victimisation in their employment or career;
 - (c) Will be given access to reasonable information about such representations;
 - (d) Will be able to access site and have reasonable use of OEES facilities including telephone, computer and accessories (including reasonable use of email and internet), facsimile, photocopying, stationary and a Union notice board;
 - (e) Will be given reasonable paid time to:
 - (i) Prepare for consultations with and make representations to management, including discussions with their Union's members;
 - (ii) Participate in conferences concerning matters affecting their Union's members, including matters before an industrial tribunal;
 - (iii) Attend meetings of the Union's Executive/ Committee of Managementin accordance with the agreed arrangements which shouldn't exceed five days special leave with pay per year.
 - (f) Will be given paid leave in accordance with the agreed arrangements, including for attendance at accredited Union education and training for delegates, Union conferences and forums;
 - (g) Will be given reasonable unpaid leave to work with the Unions.
- 31.3 A delegate's responsibilities include:
- (a) Consulting with their team leader whenever they propose to undertake their role as a delegate in exercising any of the rights above, except with respect to subclause 31.2(d) when advice to the team leader is sufficient;
 - (b) Recognising that work priorities, as determined by their team leader, take precedence over the exercise of the above rights;
 - (c) Adherence to the grievance and disputes procedures;

Issues regarding the operation of this clause will be resolved under the grievance and disputes procedures.

32. Telecommuting

32.1 *Definition*

Telecommuting (or teleworking) is one of a number of flexible working arrangements, which is intended to be beneficial for both employees and OEES.

32.2 Approval to enter into a Telecommuting Agreement will be at the discretion of OEES.

32.3 *Supporting documentation*

This clause is to be read in conjunction with the "Telecommuting Guidelines".

33. Miscellaneous

33.1 *Holding of meetings on OEES's premises*

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

Such a request must be made to the People and Culture Manager Eraring and be:

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

The request must include:

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

Should a request for such a meeting not be approved, the meeting must not be held on OEES's premises. Unless approved by OEES employees must not be paid for time lost attending such meetings.

33.2 *Letter of Assignment*

A Letter of Assignment may be entered into by agreement between OEES and an employee in circumstances:

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

33.3 A Letter of Assignment is a formal document as agreed between OEES and an employee which may:

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

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

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

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

33.6 In the negotiation of Letters of Assignment, managers and employees must share all information relevant to the assignment; be sensitive to the longer term employment relationship and be careful to avoid duress on either party to the negotiation.

33.7 OEES will not disclose contents of particular Letters of Assignment. Individual employees may disclose details of their Letter of Assignment to their Union/association and other OEES employees.

34. Signature Pages

Origin Energy Eraring Services Enterprise Agreement 2020



Signed on behalf of OEES

Name: Michelle Zoetemeyer

Title: Senior Consultant People & Culture

Address: Rocky Point Road

ERARING NSW 2264

Date: / /

Origin Energy Eraring Services Enterprise Agreement 2020



Association of Professional Engineers, Scientists and Managers, Australia

Name: GORDON BROCK

Title: DIRECTOR APESMA NSW

Address: LEVEL 1, 491 KENT ST
SYDNEY NSW 2000

Date: 11 / 12 / 20

Origin Energy Eraring Services Enterprise Agreement 2020

Australian Institute of Marine and Power Engineers, New South Wales District

Name:

Heaning Chubbam

Title:

President

Address:

148 Hannell St
Wickham NSW 2293

Date:

14/12/2020

Origin Energy Eraring Services Enterprise Agreement 2020

Australian Workers' Union, New South Wales

Name: _____

Title: _____

Address: _____

Date: / /

Origin Energy Eraring Services Enterprise Agreement 2020


Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

Name: Cory Wright

Title: State Secretary

Address: 133 Parramatta Road

Granville NSW 2142

Date: 10 / 12 / 2020 

Origin Energy Eraring Services Enterprise Agreement 2020



CFMEU Northern Mining & NSW Energy District

Name: Mark McGrath

Title: Vice President

Address: 67A Aberdare Rd
Aberdare 2325

Date: 11, 12, 2020

Origin Energy Eraring Services Enterprise Agreement 2020

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU)

Name: _____

Title: _____

Address: _____

Date: / /

Origin Energy Eraring Services Enterprise Agreement 2020

Community and Public Sector Union

Name: Stewart Little

Title: EPSU NSW Branch Secretary

Address: 160 Clorrena Street
Sydney

Date: 9 / 12 / 2020



Origin Energy Eraring Services Enterprise Agreement 2020



New South Wales Local Government Clerical, Administrative, Energy, Airlines & Utilities Branch
of the Australian Municipal, Administrative, Clerical and Services Union.

Name: Graeme Kelly

Title: General Secretary

Address: Level 7, 321 Pitt Street

SYDNEY NSW 2000

Date: 8 / 2 / 2021

Insert Decision

Origin Energy Eraring Services - Eraring Power Station Production Skills Development, Career Path and Remuneration Program Nov 2016

1. Introduction

- 1.1. This document is known as the Production Skills Development, Career Path and Remuneration Program (May 2016). This document replaces:
 - 1.1.1. Production Skills Development, Career Path and Remuneration Program (December 2012)
 - 1.1.2. Dust & Ash Plant Operator Skills Development, Career Path and Remuneration Program (June 2013)
 - 1.1.3. Coal Plant Operator Skills Development, Career Path and Remuneration Program (December 2012)
 - 1.1.4. Operator Annualised Salary Agreement (December 2012)
 - 1.1.5. Operator Housing Agreement (December 2012)

2. Objective

- 2.1. To promote and remunerate productivity improvements within the self contained production shift panels and day work teams. Specifically this entails:
 - 2.1.1. Establishing clearly defined career paths and entry points.
 - 2.1.2. Providing accredited training to enhance the self managed teams' flexibility and ability to respond to a wider range of plant variables.
 - 2.1.3. Recognising productivity improvements already made and identifying further opportunities for improvement.
 - 2.1.4. Creating a work environment where workers are able to develop both occupationally and personally, and where the concept of continual improvement is recognised and supported.

3. Career Path Barriers

- 3.1. The program creates a career path free of any artificial barriers.
- 3.2. Entry to the program may be at any level depending on existing skills, experience and capability.
- 3.3. Advancement will be based upon completion of the agreed development plan for each person developed in consultation with the Team Leader.
- 3.4. Promotion to higher graded classifications will be based upon merit.

4. Training

- 4.1. Training will be provided in modules or packages designed to enhance the employee's current classification and to provide the necessary knowledge and skills.
- 4.2. Training will be in accordance with an agreed development plan for each employee through consultation with the Shift Manager and Production Manager. Successful completion will be based upon satisfactory attainment of knowledge and demonstrated competency, with an annual review of ongoing competency to identify the need for any additional training or skills activities.
- 4.3. Registered Training Organisations (RTOs) and other resources may be used as required to assist in skill training and assessment.
- 4.4. By agreement between the Operations Training Officer, Shift Managers, and Production Managers, modules may be provided from standard and tailor made courses provided by internal training facilitators.
- 4.5. The content of training modules will be jointly revised by the Operator Training Officer and the Shift Manager/Production Manager Day Work, in consultation with Operators, from time to time to suit the changing production environment and needs.

- 4.6. Operators will assist in training other personnel in understanding plant functions. Those Operators involved will be offered appropriate training to enable delivery of the information.
- 4.7. The employer will facilitate relevant Electricity Supply Industry Generation sector Training Package (ESI) for Operators.

5. Structure

- 5.1. Operators provide a comprehensive range of functions associated with operating, testing, level one maintenance, and support services for generating plant. The spread of duties and skills will be diverse. The operator structure will comprise three nominal positions across day work and shift work as follows:

5.1.1. Operator Day Work

- Assistant Power Plant Operator (APPO)
- Isolations Coordinator (IC)

5.1.2. Operator Shift Work

- Assistant Power Plant Operator (APPO)
- Power Plant Operator (PPO)
- Each panel shall work a 12 hour rotating shift roster, averaging 35 hours per week over the roster cycle. Note: each day is broken into 2 x 12 hour shifts (day/night)

- 5.2. Due to the requirement to work within the coal handling plant, Operators will be paid the location allowance as per the classification of *Coal Plant Operators* specified in clause 2) 6.1 of the EA.

5.3. Operator Day Work

- 5.3.1. There shall be one (1) day work team comprised of the following positions:

- Eight (8) APPOs
- Two (2) ICs

- 5.3.2. These roles will be performed on a day work roster basis. They will cover the permit room and field operations support work to the Shift Crew, as required, across all areas of the site; including main plant, coal handling plant and ash and dust plant. Operator Day Work roles report to the Production Manager Day Work.

5.3.3. Operator Day Work APPO Salary Point 29-30

- 5.3.3.1. This role will perform the functions of the role as per position description TRIM Doc16/19442 on a day work basis.

5.3.4. Operator Day Work Isolations Coordinator Salary Point 32-33

- 5.3.4.1. This role will perform the functions of the role as per position description TRIM Doc08/72263 on a day work basis.

5.4. Operator Shift Work

- 5.4.1. These roles will be performed on a shift work basis. They will cover the permit room, field operations, and panel work in a flexible arrangement, as required, across all areas of the site, including main plant, coal handling plant, and ash and dust plant. These roles will report to the Shift Manager.

5.4.2. Operator Shift Work APPO Salary Point 29-30

- 5.4.2.1. This role will perform the functions of the role as per position description TRIM Doc16/19442 on a shift work basis.

5.4.3. Operator Shift Work PPO Salary Point 34-35

- 5.4.3.1. This role will perform the functions of the role as per position description TRIM Doc16/19443 on a shift work basis.

5.4.4. Acting Shift Manager(s)

5.4.4.1. Expressions of interest will be sought from operators for the opportunity to perform the role of Acting Shift Manager when insufficient Acting Shift Managers exist.

5.4.4.2. The following Acting Shift Manager rates of pay will apply. These rates will apply in the same manner as the employee's designated salary point.

1 Jan 2021	1 Jan 2022	1 Jan 2023	1 Jan 2024
\$ 99.42 Per Hour	\$ 102.40 Per Hour	\$ 105.47 Per Hour	\$ 108.63 Per Hour

5.4.4.3. Acting Shift Manager rate of pay will only be paid while undertaking the role of Shift Manager.

5.4.4.4. All personnel who perform the Shift Manager role are required to be current in Emergency Response training.

5.4.5. Salary Point Progression

5.4.5.1. The APPO and PPO position descriptions outline the progression criteria for each salary point. The lower salary point will apply on appointment to the position. Progression to the higher salary point will be dependent on the operator demonstrating the required competence identified in the relevant position description.

5.4.6. Shift Self Reliance Guidelines

5.4.6.1. There shall be five (5) shift panels comprising:

- One (1) Shift Manager
- Ten (10) PPOs
- Note: A maximum of Two (2) PPOs per shift may be substituted by APPOs if required.

5.4.6.2. The normal staffing levels per shift with four (4) units in service under normal operating conditions shall be nine (9), including the Shift Manager. The Shift Manager and operators will undertake a risk assessment to determine if staffing levels can be reduced below these levels.

5.4.6.3. Each shift panel shall have two (2) annual leave relief positions to allow clearing of annual leave, with a third annual leave relief position during school holidays.

5.4.6.4. The shift crews shall be self-contained for the purposes of annual leave planning and rostering.

5.4.6.5. Provision of short-term resources from the Day Work Team to the Shift Crews will be by mutual agreement between the Production Manager Shift Work and Production Manager Day Work.

5.4.7. Resourcing

5.4.7.1. To ensure safe and efficient operation of Eraring Power station:

- Sufficient Operator resources shall be provided to effectively manage the planned workload for any given shift attendance.
- Adequate Operator skills and experience will be provided and maintained across each shift panel for effective operation across all plant areas.
- Relevant standards shall be maintained in alignment with achieving best practice operations. Should these standards fall below acceptable limits then prompt attention shall be given to restoring acceptable standards.

- Best practice operations shall be a regular agenda item for discussion at operator consultative forums

6. Annualised Salary

- 6.1. Annualised salary shall apply to appointed Operators Shift Work.
- 6.2. Employees to whom this clause applies will receive an annualised salary arrangement. The annualised salary takes into account Enterprise Agreement shift work conditions, including:
 - 6.2.1. Roster Loading
 - 6.2.2. Shift Allowances
 - 6.2.3. Weekend Penalties
 - 6.2.4. Public Holiday Penalties
- 6.3. A loading of 37.7% will be paid in lieu of the conditions above.
- 6.4. The rate is paid for:
 - 6.4.1. Ordinary Time worked
 - 6.4.2. Annual leave
 - 6.4.3. "H" days
 - 6.4.4. Study leave approved
 - 6.4.5. Training
 - 6.4.6. Secondments
 - 6.4.7. Special leave
 - 6.4.8. Worker's Compensation
 - 6.4.9. Long Service Leave accrued after 3 June 2001 and taken during the employee's period of employment.
 - 6.4.9.1. Long service leave taken at half pay shall be paid at half the annualised rate (i.e. $1.377 \times 0.5 \times$ base salary.)
 - 6.4.9.2. Upon termination of employment, any long service leave balance shall be paid at base salary.
 - 6.4.10. Personal Leave covered by a medical certificate
 - 6.4.11. Personal Leave for a single shift (12 hours or less) that is not covered by a medical certificate.
 - 6.4.12. Personal Leave absences greater than a single shift (more than 12 hours). Such absences require a medical certificate for the full period of leave. The certificate must have been obtained prior to or within the period of the absence.
 - 6.4.13. Operators receiving annualised salary are entitled to have one day's leave (12 hours) added to their annual leave entitlement for each public holiday prescribed in clause 24 of the EA.

6.5. Flexibility and Balancing

- 6.5.1. The Shift Manager is responsible for rostering arrangements to ensure the effective utilisation of all shift staff. This includes temporary transfers between shifts to meet manning and other operational requirements.
- 6.5.2. All such transfers will be done on a voluntary basis.
- 6.5.3. If, as a result of the transfer, an excess or shortfall in ordinary hours results, operators may request to accrue such hours as balance time.
- 6.5.4. Balance time provisions do not apply for durations of less than one full shift (12 hours).

- 6.5.5. All balance time accrued must be approved by the Shift Manager prior to accrual.
- 6.5.6. A maximum of 36 hours balance time can be accrued.
- 6.5.7. All balance time accrued shall be balanced at a mutually agreed time within six (6) weeks of the date of accrual.
- 6.5.8. Shift Manager approval is required to accrue balances in excess of 36 hours and/or for periods longer than six (6) weeks. Where such approval is not granted, balance time will be paid out at overtime rates, in accordance with the Enterprise Agreement (EA).
- 6.5.9. All balance time worked will be paid at the Annualised Salary rate.
- 6.5.10. Operators must clear negative balances within six (6) weeks.
- 6.5.11. Where no volunteers exist as per clause 6.5.2 above, the Shift Manager can require an operator to transfer. All such transfers will be paid in accordance with EA.

7. Housing of Production Group Operating Staff

- 7.1. The Assistant Power Plant Operator training program currently includes attendance at the Assistant Power Plant Operator (APPO) Station School and various stints of on-shift training and consolidation during and after the completion of the APPO Station School.
- 7.2. During the planning stages of each Assistant Power Plant Operator (APPO) training program, operators will be consulted.
- 7.3. The "Housing" of staff.
 - 7.3.1. The housing of staff is to provide a balance between maintaining minimum onsite staffing levels and ensuring that staff undertaking the Assistant Power Plant Operator (APPO) training program are given continuity of learning and career advancement without barriers.
 - 7.3.2. The Employer shall facilitate the theory components of the APPO training program, which may consist of various stints of on-shift training, for all trainees undertaking the APPO Station School.
 - 7.3.3. Where no APPO vacancies exist, trainees will be required to return to their previously appointed positions on successful completion of all theory components of the APPO training program.
 - 7.3.4. Where APPO vacancies have been identified, employees will be selected on merit to complete the final on-shift training and consolidation period.
 - 7.3.5. If an extended period of time has elapsed between completing the theory component of the APPO training and the commencement of the on-shift training and consolidation period, trainees may be required to undertake refresher training.
 - 7.3.6. Once the final on-shift training and consolidation period has commenced, the employee will not be required to return to their previously appointed position for the duration of the consolidation period.
 - 7.3.7. Trainees will undergo competency assessments on completion of the on-shift training and consolidation period. Employees who have successfully completed the APPO Training Program and being deemed competent as an APPO shall be appointed as an Assistant Power Plant Operator on the Day Work Operations team.

8. Other

- 8.1. Insofar as this agreement contains provisions otherwise inconsistent with the provisions of the Origin Energy Eraring Services Enterprise Agreement 2020, this agreement shall take precedence over such provisions to the extent of such inconsistency.
- 8.2. Approved leave for individuals carried from other leave rosters shall be honoured.
- 8.3. This Agreement shall have a nominal term the same as provided for by Clause 2.4 of the Origin Energy Eraring Services Enterprise Agreement 2020.

- 8.4. Within the nominal term, this Agreement can only be modified or terminated by agreement between Origin Energy Eraring Services and employees covered by this program.
- 8.5. This agreement will terminate and cease to be operative as at the date that the Origin Energy Eraring Services Enterprise Agreement 2020 is terminated, rescinded or replaced.
- 8.6. At the point that this Agreement is terminated, the provisions of the relevant industrial instrument then applying to the operators' employment will apply (i.e. an Enterprise Agreement or other such industrial instrument).

9. Transition Notes

The following section pertains to operators employed at the time of the restructure and deals with transitional issues only.

- 9.1. On completion of the operator restructure, the duties and position descriptions of the Assistant Coal Plant Operator (ACPO), Coal Plant Operator (CPO), Assistant Dust and Ash Plant Operator (ADAPO), and Dust and Ash Plant Operator (DAPO) will be incorporated into the role of APPO. The APPO position description will include all duties formerly covered by these roles, except for the panel work. The outage room function for CMOPs and other outages, PPO General Series, Participation in CMOP or Upgrade outages as an Assistant Outage Co-ordinator are also incorporated into the role and position description of APPO.
- 9.2. Present occupants of PPOs, APPOs (including ICs), and DAPOs will not be displaced from shift work. A reduction of these positions will occur through natural attrition. Operator (T-Man or PPO) Shift Work will carry out full duties of an existing APPO as required, including Coal Plant and Ash and Dust Plant areas.
- 9.3. Existing Isolation Coordinators will be retained on the shift panels and will retain their current salary point. Completion of the PPO Station School will facilitate progression to the PPO salary range.
- 9.4. Existing DAPOs will be retained on shift with the intent that anyone who is capable of completing the APPO Station Series school training will do so and will be compensated at the relevant salary point level for APPO, including annualised salary.
- 9.5. As part of this agreement, ADAPOs and ACPOs will undertake APPO training and transfer to the day work crew as APPOs. Annualised Salary will continue to apply while training and will cease on appointment to APPO. Those who have spent the least amount of time appointed to their position on shift work will be considered first for permanent transfer from shift work to the day work crew.
- 9.6. ADAPOs and ACPOs who do not pass their general series or station series school will commence day work on their current appointed rate. If the person(s) is able to cross train to coal or Ash & Dust then they will be remunerated with 1 additional salary point. Opportunities to retrain will continue to be provided.
- 9.7. ADAPOs and ACPOs currently acting into higher grade, and who have been doing so for three (3) months or more on a continuous basis, will retain higher grade pay until completion of the APPO training school.
- 9.8. The pool of operators who are transferred to the day work crew as part of this restructure will be given the first opportunity to take up a vacancy on shift, as per the following:
 - 9.8.1. Selection of operators from the pool will be based on merit
 - 9.8.2. Provided that joining the shift panel does not result in more than two APPOs on the panel
 - 9.8.3. Where the conditions of this clause have been satisfied, but the operator chooses not to accept the shift position, clause 9.8 will no longer apply to that operator.
- 9.9. Once all voluntary redundancy offers associated with the Operator restructure have been finalised the following salary points will apply:

Position	SP Prior to Restructure	SP Post VR Acceptance	Completion of APPO Training	Completion of PPO Training
Assistant Coal Plant Operator	21	22	29	
Assistant Coal Plant Operator	22	23	29	
Assistant Coal Plant Operator	23	24	29	
Assistant Ash & Dust Plant Operator	22	23	29	
Assistant Ash & Dust Plant Operator	23	24	29	
Assistant Ash & Dust Plant Operator	24	25	29	
Ash & Dust Plant Operator	25	26	29	
Ash & Dust Plant Operator	26	27	29	
Assistant Power Plant Operator	28	29		34
Assistant Power Plant Operator	29	30		34
Assistant Power Plant Operator – T/Man	30	34		34
Isolation Coordinator	32	33		34
Isolation Coordinator	33	34		
Isolation Coordinator	34	35		
Power Plant Operator	33	34		
Power Plant Operator	34	35		

9.10. Production Power Workers will no longer form part of this skills development program. Existing Production Power Workers will be transferred to the role of Mobile Coal Plant Operator (MCPO).

9.11. Any existing Acting Shift Managers will continue to have their salary arrangements maintained and will be expected to act into the role of Shift Manager as and when required (will be paid at SP 36). Acting in the position of Shift manager in excess of 600 hours in a twelve month period will:

9.11.1. Be paid as Acting in Higher Grade Work

9.11.2. Receive Acting Shift Manager rates of pay as outlined in 5.4.4.2; and

9.11.3. Be paid in accordance with the Higher Grade Work and Pay clause of the EA.

- 9.12. This agreement does not apply to operators who have accepted a voluntary redundancy as a part of the restructure process, in which case, operators will continue to be paid in accordance with the salary points specified in the agreements outlined in section 1.1 of this agreement.
- 9.13. Operators who transfer to day work/day shift will be paid the 37.7% annualised salary shift loading on long service leave hours accrued since 4 June 2001, or the date of appointment to shift on the annualised salary arrangement, whichever is the later.

**ORIGIN ENERGY ERARING SERVICES - ERARING POWER STATION
TRADESPERSON SKILLS DEVELOPMENT, CAREER PATH AND REMUNERATION PROGRAM Nov
2017**

1 Introduction

This agreement replaces the Tradesperson Skills Development, Career Path and Remuneration Program December 2012.

2 Objective

The aim of this program is to provide an agreed and transparent framework that defines knowledge, skill, capability, training and performance requirements for each level of the Tradesperson classification across an established salary range.

3 Career Path

- 3.1 Entry to the matrix may be at any level depending on existing knowledge, skills and experience.
Note: Apprentices appointed as tradesperson will commence at salary point 14.
- 3.2 An employee's performance will be reviewed at least annually or at the request of the employee. Employees not at the top of their salary scale may be advanced through their salary scale.
- 3.3 Progression will be based upon review of technical and non-technical capabilities, training, safety and performance standards via the process detailed in the Eraring Energy Salary Review Corporate Procedure.
- 3.4 Promotion to higher graded classifications (i.e. Senior Tradesperson) will be based upon merit.
- 3.5 Advancement from within Origin Energy Eraring Services is expected. However, if vacancies are not filled via these avenues, external recruitment will be used.

4 Training and Development

Training and development will be in accordance with an agreed personal development plan (PDP) for each employee through consultation with the Team Leader and the Resource Manager. A current PDP must be in place for a salary review claim to be considered.

5 Classifications and Salary Ranges

This agreement applies to the Tradesperson classification at Origin Energy Eraring Services. The following positions fall under this classification:

Trade: Motor Mechanic, Air Conditioning and Refrigeration Mechanic Electrical Fitter/Electrician, Mechanical Fitter, Boilermaker

Senior Trade: The salary range for a trade position is SP 14 – 19.
Senior Electrical Fitter/Electrician, Senior Mechanical Fitter, Senior Boilermaker, Senior Motor Mechanic and Senior Air Conditioning and Refrigeration Mechanic.

The salary range for a senior tradesperson position is SP 20 – 21.

Each position noted above has a separate position description which captures position purpose, key accountabilities, knowledge and skill requirements, essential requirements and selection criteria.

6 Structure of Salary Points and Method of Progression

The structure and broad requirements of salary ranges and methods of progression for tradesperson and senior tradesperson positions is set out below.

6.1 Tradesperson (SP 14 – 19)

6.1.1 Development Phase (SP 14 – 15)

The development phase recognises employees who meet the essential requirements of the position (e.g. Trade Certificate of Proficiency) and require direction and further development to achieve the position objectives.

Progression Criteria: Progression through the development phase will be assessed via the Earing Energy Salary Review Corporate Procedure. Factors reviewed during the salary review process are as follows:

- Technical and non-technical, safety and performance requirements outlined below; or
- Training and safety requirements outlined below.

A Team Leader assessment must form part of this review. See Attachment A for a copy of this assessment which include instructions for completion.

(a) Technical requirements: Basic to working knowledge of and relevant experience in plant operation, equipment, materials and maintenance methods used in power stations or other heavy industry; development of self planning and contribution to management of backlog and the maintenance planning cycle; mentoring of apprentices.

(b) Non Technical requirements: Basic to intermediate prioritising, planning and problem solving capabilities; working effectively with team members and relevant stakeholders; commitment to Origin Energy Earing Services' core competencies/capabilities and vision relative to the position.

(c) Safety requirements: Knowledge of and demonstrated commitment to safety systems and methods; is fulfilling OH&S responsibilities within their position.

(d) Training requirements: Minimum qualifications and training requirements obtained; equivalent of 120 hours of completed relevant training as identified in individual Personal Development Plan (PDP).

(e) Performance requirements: Requires direction and development to achieve position objectives; consistent demonstration over a reasonable period of time (no less than six months) of technical and non-technical requirements of the position at the appropriate level; a current Personal Development Plan (PDP) in place (and copy attached to salary review claim); attendance and leave complies with Origin Energy (Earing and Shoalhaven Power Stations) Enterprise Agreement 2021 and Policy and Procedure requirements.

6.1.2 Competent Phase (SP 16 – 17)

The competent phase recognises employees who are experienced and competent in performing the range of duties of the position.

Progression Criteria: Progression through the competent phase will be assessed via the Earing Energy Salary Review Corporate Procedure. Factors reviewed during the salary review process are as follows:

- Technical and non-technical, safety and performance requirements outlined below; or

- Training and safety requirements outlined below.

A Team Leader assessment must form part of this review (see attachment A).

- (a) **Technical requirements:** Thorough knowledge and relevant experience of plant operation, equipment, materials and maintenance methods used in power stations or other heavy industry; high level of technical competence relevant to tradesperson area; contribution to management of team's maintenance backlog; responsibility for defined area of plant; experienced in performing the range of duties of the position.
- (b) **Non Technical requirements:** Commitment to and consistent demonstration of Origin Energy Eraring Services' Core capabilities/competencies and vision relative to the position; contribution to team/work group's success; demonstrates initiative to achieve practical solutions.
- (c) **Safety requirements:** Demonstrated commitment and proactive approach to safety; participates in OH&S and/or environmental improvement activities and encourages the participation of others.
- (d) **Training requirements:** Equivalent of an additional 120 hours of completed relevant training as identified in individual personal development plan (PDP).
- (e) **Performance requirements:** Successful completion of development phase, requires broad guidance to achieve position objectives; consistent demonstration over a reasonable period of time (no less than six months) of technical and non technical requirements of the position at the appropriate level; a current Personal Development Plan (PDP) in place (and copy attached to salary review claim); attendance and leave complies with Origin Energy (Eraring and Shoalhaven Power Stations) Enterprise Agreement 2021 and Policy and Procedure requirements.

6.1.3 Superior Phase (SP 18 - 19)

The Superior Phase recognises those who provide a significant contribution to the business in performing the duties of the position.

Progression Criteria: Progression through the Superior phase will be assessed via the Eraring Energy Salary Review Corporate Procedure. A Team Leader and Peer Assessment must form part of this review (see attachment A). Factors reviewed during the salary review process include technical and non technical, safety and performance requirements outlined below.

- (a) **Technical requirements:** Work team/tradesperson expert for a significant area of plant; displays high degree of technical expertise in carrying out duties allocated; provides sound technical advice to tradespersons and other relevant stakeholders; demonstrated experience in performing the range of duties in the position. A tradesperson at this level will have demonstrated commitment to backlog management via planning and computerised maintenance management systems.
- (b) **Non Technical requirements:** Commitment to and consistent demonstration of Origin Energy Eraring Services' core capabilities/competencies and vision relative to the position; responds flexibly to work / group and organisational priorities; understands, accepts and advocates changes that improve work performance; competent at training/mentoring others in similar positions; develops self and others; leads small work teams; seeks to improve teams performance.
- (c) **Safety requirements:** Demonstrates safety leadership; encourages participation and involvement of all team members; active participation in OH&S and/or environmental improvement activities such as committees, B-Safe and EE wide/team initiatives and/or activities.

(d) Performance requirements: Successful completion of competent phase, demonstrates leadership with achieving objectives of the position; consistent demonstration over a reasonable period of time of technical and non technical requirements of the position at the appropriate level; a current Personal Development Plan (PDP) in place (and copy attached to salary review claim); attendance and leave complies with Origin Energy (Eraring and Shoalhaven Power Stations) Enterprise Agreement 2021, Policy and Procedure requirements; compliance with trade practices, fraud and other requirements relevant to the position; behaviour aligns with Origin Energy Eraring Services' core competencies/capabilities, vision and values.

6.2 Senior Tradesperson (SP 20 – 21)

The Senior Tradesperson position is a leadership role. Appointment to this position will occur via a merit based process as outlined in Origin Energy Eraring Services' Recruitment, Selection and Induction Corporate Procedure.

Senior Tradesperson position numbers will be uncapped and the process for facilitating appointment will occur at least every two years and will be initiated by the Maintenance Manager with the approval of the Group Manager Eraring Operations. It is desirable that Shift Maintenance teams have a Senior Tradesperson of each classification allocated to the team and the Daywork team have a Senior Electrician and a Senior Mechanical Fitter or Senior Boilermaker.

Progression Criteria: Progression through the Senior Tradesperson salary range will occur via the Eraring Energy Salary Review Corporate Procedure. A Team Leader and Peer assessment must form part of this review process (see attachment A). Factors reviewed during the salary review process include technical, non-technical, safety and performance requirements, which are broadly outlined below.

(a) Technical requirements: Develops new work procedures to capture knowledge and experience or to improve work performance (knowledge transfer); willing and able to undertake or participate in business improvement projects or business initiatives; provides technical advice to other tradesperson and stakeholders; demonstrates initiative. Competency at this level may also be shown by active participation and contribution to workplace committees, working parties or other similar forums.

(b) Non Technical requirements: Completion of Cert IV Front Line Management (or equivalent) and Acting Team Leader Training; willingness and capacity to work in higher graded positions; demonstrates excellent leadership ability; sound communication and interpersonal skills; proven ability to lead small workgroups; strong problem solving and decision making skills; responds flexibly to work/group and organisational priorities; displays high level of initiative and demonstrates a proactive approach to the position.

(c) Safety requirements: Demonstrates leadership and initiative; demonstrated commitment to OH&S is recognised beyond the work team/group.

(d) Performance requirements: Successful completion of superior phase, demonstrates leadership in achieving objectives of the position; consistent demonstration over a extensive period of time of technical and non technical requirements of the position; a current Personal Development Plan (PDP) in place (and copy attached to salary review claim); attendance and leave complies with Origin Energy (Eraring and Shoalhaven Power Stations) Enterprise Agreement 2020, Policy and Procedure requirements; compliance with tradesperson practices, fraud and other requirements relevant to the position; behaviour aligns with Origin Energy Eraring Services' core competencies/capabilities, vision and values.

7 Salary Review Feedback

Employees are entitled to seek feedback on the progress of their salary review if their salary claim has not been processed within a one month period. This feedback may be provided in writing upon request.

8 Notes

- a) Insofar as this agreement contains provisions otherwise inconsistent with the provisions of the Origin Energy Eraring Services Enterprise Agreement 2020, this agreement shall take precedence over such provisions to the extent of such inconsistency.
- b) This Agreement shall have a nominal term the same as provided for by Clause 2.4 of the Origin Energy Eraring Services Enterprise Agreement 2020.
- c) Within the nominal term, this Agreement can only be modified or terminated by agreement between Origin Energy Eraring Services and employees covered by this program.
- d) This agreement will terminate and cease to be operative as at the date that the Origin Energy Eraring Services Enterprise Agreement 2020 is terminated, rescinded or replaced.

At the point that this Agreement is terminated, the provisions of the relevant industrial instrument then applying to the tradespersons' employment will apply (i.e. an Enterprise Agreement or other such industrial instrument).

**Tradesperson Skills Development, Career Path and Remuneration Program
Peer & Team Leader Assessment Form**

Employee's Details

Service No:	Name:
Position:	Workgroup:

Assessor's Details

Service No:	Name:
Position:	Workgroup:

Assessment Instructions

1. A total of up to four peer assessments and one team leader assessment will be submitted as part of an employee's salary review claim (where required) or as part of the merit assessment process for the position of Senior Tradesperson. The employee and the employee's team leader may nominate up to two each of the employee's peers to complete the assessment.
2. Nominated peer assessors should be those whom they have a close working relationship with the applicant to enable an informed assessment is provided.
3. Nominated employees should complete the peer assessment form within a week of the initial request. Once the peer assessment forms are completed by nominated employees, they should be submitted under confidential cover to the relevant team leader.
4. To complete the form employees are required to rate the relevant employees knowledge, skill and performance across a range of set criteria. The rating scale applied is from 1 – 4 (1 = Not performing; 2 = Developing; 3 = Performing; 4 = Excelling). A field may be left blank or N/A inserted where sufficient information is not available for the employee to provide an informed opinion. Comments and examples are encouraged to further support supplied ratings.
5. The completed peer assessments will then form part of the overall assessment of either a tradesperson's claim for salary review or claim for the position of Senior Tradesperson as part of the merit based process.
6. For a salary review claim, the Team Leader, Maintenance Manager and Group Manager Eraring Operations (where applicable) will review and take into account results of the peer assessments. Where the form is completed as part of the merit based selection process for the Senior Tradesperson position, results of peer assessments will be submitted to the selection panel for review.
7. Where information on an assessment form conflicts with other information compiled as part of an overall assessment, the assessor may be contacted and asked to provide clarification.

Note

1. Team Leaders will complete the Salary Review form for all tradesperson salary reviews. Peer assessments will be incorporated as part of the tradesperson salary review process for SP18 and above.
2. Peer Assessments are to be completed in a voluntary and confidential manner. The employee being assessed is entitled to know which employees have completed a peer assessment. The employee is not entitled to review the results of the assessments, however at the employees request general feedback on the results of the process should be provided by the Team Leader.
3. In order to facilitate feedback on the employee's performance and to ensure transparency of process, employees are entitled to view the results of the Team Leader assessment. This process should be facilitated by way of a one on one discussion between the Team Leader and employee, allowing open discussion and constructive feedback.

Part 1: Peer Assessment

	Criteria	Rating
1	Leadership	
1.1	Demonstrates leadership capability.	
1.2	Consistently adapts leadership style to the needs of different people and, situations.	

	Criteria	Rating
1.3	Leads by example.	
1.4	Effective mentor and facilitates the development of knowledge and skill in others.	
1.5	Seeks to improve the team's performance.	
	Comments/Examples:	
2	Safety Contribution & Performance	
2.1	Consistently complies with all safety policies, procedures and requirements.	
2.2	Demonstrates initiative and contributes to safety leadership.	
2.3	Displays good housekeeping practices.	
	Comments/Examples:	
3	Flexibility & Organisational Alignment	
3.1	Responds flexibly to team/group/organisational requirements.	
3.2	Willing and able to undertake or participate in business improvement projects or business initiatives.	
	Comments/Examples:	
4	Communication & Interpersonal Skills	
4.1	Listens, interprets and conveys oral, illustrative and written information in a clear, accurate and appropriate manner.	
4.2	Checks for understanding and acceptance of communications made to others.	
4.3	Uses a range of communication and interpersonal skills to resolve issues, provide solutions and influence decision-making.	
	Comments/Examples:	

	Criteria	Rating
5	Planning & Prioritising	
5.1	Effectively manages own backlog.	
5.2	Contributes to the maintenance planning system.	
5.3	Is able to prioritise work to customer's requirements.	
	Comments/Examples:	
6	Technical Competence	
6.1	Demonstrates sound technical expertise relevant to trade profession.	
6.2	Consistently delivers quality work in a timely manner.	
6.3	Develops new work procedures to improve performance.	
6.4	Is often sought for technical advice by others.	
	Comments/Examples:	

Rating Scale: 1 = Not Performing, 2 = Developing, 3 = Performing, 4 = Excelling

Certification

Employee Signature:	Date: / /
My signature above acknowledges that I have completed this form to the best of my knowledge and that information provided is a true and accurate assessment based on my own interactions with the employee concerned.	

**ORIGIN ENERGY ERARING SERVICES ERARING POWER STATION
MOBILE COAL PLANT OPERATOR SALARY STRUCTURE 2017**

MCPO Salary Range & Related Duties

- **SP15**
Entry Point -competent operation of bulldozers, both track and rubber tyred, and (retraining and) operation of scrapers if necessary.
- **SP 16**
Operation of (or willingness to be trained in) other mobile plant used as part of stockpile management and upkeep. This includes, but is not limited to Water Tanker, Front End Loader, Bobcat, Tipper and Backhoe and includes ownership of perimeter drains and 4G mill settling pond. Use of or willingness to train in company electronic communication systems.
- **SP 17**
Assist coal plant operating staff when requested by performing maintenance tasks in the coal plant for such things as (but not limited to) idler replacement, chute clearing, assist in mobile plant minor breakdowns, steam clean mobile plant prior to service, plant inspections and plant maintenance as their level of skills, training and knowledge permit. Participate in the development of CHP procedures together with other staff to make best use of staff and plant in a safe and efficient manner.

Demonstrate self-management skills i.e. plan and set priorities in light of the workgroup and station needs. Work independently with no supervision required for routine tasks. Display initiative and flexibility to resolve situations within delegated limits.
- **SP 18**
 - ACPO trained

OR

 - Attain and use skills in WMS to access stores, enter work orders and access routine work orders, AND
 - Attain and use skills and qualifications in Access to Apparatus Rules (Safety Rules) to request and receive a PTW, AND
 - Attain and use skills in computerised systems including but not limited to PC systems, LAN environment systems and Windows applications. AND
 - Periodic operation of the mobile plant and other mobile plant noted in SP16 for the purpose of assisting with Environmental or Emergency situations. AND
 - Mentor to trainee MCPOs. AND
 - Willingness to participate in Environmental response training and use skills when necessary.

Notes

- a) Insofar as this agreement contains provisions otherwise inconsistent with the provisions of the Origin Energy Eraring Services Enterprise Agreement , this agreement shall take precedence over such provisions to the extent of such inconsistency.
- b) This Agreement shall have a nominal term the same as provided for by Clause 2.4 of the Origin Energy Eraring Services Enterprise Agreement 2020.
- c) Within the nominal term, this Agreement can only be modified or terminated by agreement between Origin Energy Eraring Services and employees covered by this program.
- d) This agreement will terminate and cease to be operative as at the date that the Origin Energy Eraring Services Enterprise Agreement 2020 is terminated, rescinded or replaced.

-
- e) At the point that this Agreement is terminated, the provisions of the relevant industrial instrument then applying to the MCPO's employment will apply (i.e. an Enterprise Agreement or other such industrial instrument).

**ORIGIN ENERGY ERARING SERVICES ERARING POWER STATION
MOBILE COAL PLANT OPERATOR ANNUALISED SALARY AGREEMENT 2017**

1 Definition

Origin Energy Eraring Services Power Station Mobile Coal Plant Operators have an annualised salary arrangement which takes into account Enterprise Agreement (EA) prescriptions for shift work conditions.

The specific conditions which are included are:

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

Overtime and other allowances will continue be paid in accordance with EA provisions.

2 Purpose

The purpose of the Annualised Salary arrangement is to provide effective utilisation of MCPO's and to provide a constant and predictable income.

The advantages of an Annualised Salary will be the greater flexibility in utilisation of staff: It will provide a significant improvement in productivity and a reduction in the amount of overtime presently worked by the operating group and associated costs.

3 Rate

A loading of 27.3% will be paid in lieu of the conditions in 1a) - 1d) above.

4 Application

The rate is paid for:

- e) Time worked
- f) Annual Leave
- g) Study leave approved by Origin Energy Eraring Services
- h) Training
- i) Secondments
- j) Special leave

5 Flexibility and Balancing

The Shift Manager or their nominee will be responsible for rostering arrangements on shift to ensure the effective utilisation of MCPO's.

This will include temporary transfers between shifts to meet manning requirements. Such transfers will be on a voluntary basis, however if there are no volunteers, the Shift Manager may require an operator to transfer in accordance with the EA.

Any time in excess of or less than normal hours accrued in accordance with this provision should be balanced at a mutually agreeable time within 12 weeks of such accrual, and paid at the Annualised Salary rate.

Unless the MCPO concerned requests to defer the balancing beyond this period, such time accrued will be paid out at overtime rates, or worked at the Annualised Salary rate, in accordance with the EA.

Any MCPO who foregoes an opportunity to balance a shift/s within the appropriate 12 week period shall not be entitled to payment at overtime rates for the shift/s concerned. The MCPO will balance the time as soon as practicable, and be paid for such time at the Annualised Salary rate.

6 Disputes Settlement

Disputes arising out of the above procedure shall be dealt with under normal Industrial Relations principles.

7 Notes

- a) Insofar as this agreement contains provisions otherwise inconsistent with the provisions of the Origin Energy Eraring Services Enterprise Agreement 2020, this agreement shall take precedence over such provisions to the extent of such inconsistency.
- b) This Agreement shall have a nominal term the same as provided for by Clause 2.4 of the Origin Energy Eraring Services Enterprise Agreement 2020.
- c) Within the nominal term, this Agreement can only be modified or terminated by agreement between Origin Energy Eraring Services and employees covered by this program.
- d) This agreement will terminate and cease to be operative as at the date that the Origin Energy Eraring Services Enterprise Agreement 2020 is terminated, rescinded or replaced.
- e) At the point that this Agreement is terminated, the provisions of the relevant industrial instrument then applying to the MCPO's employment will apply (i.e. an Enterprise Agreement or other such industrial instrument).

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2020/3969

Applicant:

Origin Energy Eraring Services Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertakings - Section 190

I, Michelle Zoetemeyer, Senior Consultant – People and Culture for Origin Energy Eraring Services Pty Ltd (ACN 164 403 516) (**OEEES**) give the following undertakings with respect to the *Origin Energy Eraring Services Enterprise Agreement 2020 (Agreement)*:

1. I have the authority given to me by OEEES to provide these undertakings in relation to the application before the Fair Work Commission.
2. These undertakings are provided in response to the issues raised by the Fair Work Commission in the application before the Fair Work Commission.
3. The dispute resolution procedure in clause 3.2 of the Agreement applies to disputes in relation to the Agreement and/or the National Employment Standards in the *Fair Work Act 2009 (Cth)*.
4. For the purposes of clause 15.4 of the Agreement, an employee who is over 45 years of age and who has completed more than 5 years of continuous service, will be entitled to 5 weeks' notice of termination (or payment in lieu thereof) if OEEES terminates their employment on notice.
5. OEEES does not employ casual employees in any of the classifications in the Agreement, however in the event that OEEES employs a casual employee in a classification in the Agreement, that employee will be paid in accordance with the relevant Salary Point in clause 24.1 of the Agreement (on an hourly basis) plus a 25% casual loading. The 25% casual loading disentitles the employee to the benefits and entitlements which attach to permanent employment, including but not limited to paid annual leave, paid personal/carer's leave, notice of termination and redundancy pay.



Signature

10 February 2021