

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/250

TITLE: MPA Central Tablelands Power Stations Certified Agreement 2003

I.R.C. NO: IRC4/4844

DATE APPROVED/COMMENCEMENT: 16 August 2004/31 March 2004

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/308

GAZETTAL REFERENCE:

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees of MPA Energy Services Pty Ltd, Mt Piper Power Station, Boulder Road, Portland NSW 2847, who are engaged at its operations in the Power Stations in the Central Tablelands Region, but shall not apply to employees of Contractors and/or sub-contractors performing work at the operations of the Company, and

PARTIES: MPA Energy Services Pty Ltd -&- The Australian Workers' Union, New South Wales

MPA CENTRAL TABLELANDS POWER STATIONS CERTIFIED AGREEMENT 2003

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Part 1: Preliminary

1.1 Title

This Agreement shall be known as the MPA Central Tablelands Power Stations Certified Agreement 2003.

1.2 Agreement Coverage

This Agreement shall apply to MPA Energy Services Pty Ltd. and to all employees employed by MPA Energy Services Pty Ltd operations in the Power Stations in the Central Tablelands Region but shall not apply to employees of Contractors and/or sub-contractors performing work at the operations of the Company.

1.3 Area of Operation

The Agreement shall operate in the Central Tablelands Region operations of MPA Energy Services Pty Ltd.

This agreement recognises the peculiar circumstances of the Company's operations in Power Stations in the Central Tablelands Region and it will not be used elsewhere to progress or obtain similar arrangements or benefits in any other plant or enterprise.

1.4 Aims of the Agreement

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

The aims of this Agreement are to:

Recognise a framework, which provides a flexible and multi-skilled workforce allowing for a "team" approach to activities. Any person will perform any task at the workplace provided it is logical, legal and safe and the employee is competent to perform the task.

Recognise that employees have the opportunity to improve and expand their skills through training in a formal and portable way within the context of the organisation and individual's skills needs.

Recognize an organisation with a workforce, which embraces continuous improvement and ongoing learning by its employees.

Allow the workforce to participate in determining working arrangements to suit their particular enterprise.

•Recognise a pay structure which rewards initiative, responsibility, accountability, competence and skills and performance

Encourage a consultative approach to decision-making and problem solving.

Achieve the highest possible standard of workplace safety.

1.5 Date of Operation / Renewal

This Agreement will operate on and from 31st March 2003 and remain in force for a period of 2 years. It replaces the agreement registered as No. IRC 4500 of 2000.

The parties will commence discussions on a replacement agreement during the four months prior to the expiry of this agreement.

6. No Extra Claims/Absorption

During the term of this agreement, the parties undertake to make no extra claims, award or over-award, except where consistent with this agreement, and National and State Wage Case decisions will be absorbed by the conditions and rates of this agreement.

Part 2 Terms and Conditions of Employment

2.1 Contract of Employment

Except as provided in subclause 2.1.1 of this clause, employment shall be weekly.

2.1.1 Casual Employment

A casual employee is one engaged and paid as such.

A casual employee will be one engaged on an hourly basis and for working ordinary time will be paid a rate calculated in accordance with the following formula:

Weekly wage prescribed for the appropriate classification in this agreement x 1.23 divided by 38. The loading in this clause includes a component for pro-rata annual leave.

Wages will be paid to casuals in accordance with normal pay practices at the operation for weekly employees.

A casual employee will not be entitled to paid leave.

2.1.2 Part Time Employment

A part-time employee is one other than a casual employee engaged to perform less than a standard 38-hour week.

The following conditions will apply to part-time employees -

- (a) The spread of ordinary working hours will be the same as those prescribed for weekly employees
- (b) The ordinary daily working hours will be worked continuously, excluding meal breaks, and shall not be less than four hours or more than eight hours per day.
- (c) Where appropriate, a part time employee shall be entitled to a proportionate amount of the benefits of Part 5 (Statutory Holidays and Leave).
- (d) In each instance the entitlement will be determined by dividing the average number of hours worked each week by thirty-eight.
- (e) Part time employees who work a minimum of four consecutive hours on any day will be entitled to rest pauses in accordance with the practices applicable at the Site. Rest pauses will be taken at times that will not interfere with the continuity of work where continuity is required.
- (f) Other provisions of the Agreement relevant to weekly employees will apply to part time employees.

2.1.3 Termination of Employment

- (a) Except in circumstances of redundancy when Clause 2.6 will apply, termination of employment will be by the giving of notice or payment in lieu of notice in the case of the employer, or by the giving of notice or the forfeiture of monies in the case of the employee. Termination may be by part notice and part payment or forfeiture.

The following notice periods will apply:

Casual employee	one hour
Weekly employee with service of less than one year	one week
one to three years	2 weeks
three to five years	3 weeks
more than 5 years	4 weeks

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

- (b) Nothing in this sub-clause will limit any rights of the Employer to dismiss an employee without notice for misconduct.
- (c) Abandonment of employment

The unauthorised absence of an employee from work for a continuous period exceeding three working days will be prima facie evidence that the employee has abandoned employment.

Termination of employment by abandonment in accordance with this sub-clause will operate in accordance with sub-clause 2.1.3 (a) from the date of the last attendance at work or the last day's absence in respect of which consent was granted by the employer, whichever is the later.

2.1.4 Probationary Period

An employee, other than a casual employee, will be engaged on probation for the first three months of employment. During the probationary period, the employee will receive formal feedback on performance from company management and the delegated trainers.

2.1.5 Employee to Work as Directed

The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement.

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

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

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

2.2 Times & Wages Records

2.2.1 Records

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

This record will be open to inspection during normal office hours by duly authorised officers of the Australian Workers Union.

2.2.2 Calculation of Time

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

The employer will adopt the same proportion for the calculation of overtime.

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

2.3 Grievance Procedure

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

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

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

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

Step 1. The Team Leader and the employee concerned will discuss the issue, and if not resolved;

Step 2. The Employee and, if requested by the Employee, the workplace elected Delegate or a workmate will discuss the issue with the Operations Manager and Team Leader concerned. If not then resolved;

Step 3. The employee and the Operations Manager will jointly commit to writing the details of the dispute including the background facts, which led to the dispute. If requested, assistance will be given in the preparation of any documents. The employee and the Operations Manager will further discuss the matter and if it is not then resolved;

Step 4. The issue will be referred to the appropriate Union officials, who will discuss the issue with the Company, and if it is not then resolved;

Step 5. The matter may be submitted to the Industrial Relations Commission for resolution.

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

2.4 Stand-Down

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

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

2.5 Introduction of Changes

2.5.1 Employers to Notify

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

2.5.2 Significant Effects

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

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

2.5.3 Information

- (a) The employer shall discuss with the employees affected and the union, the introduction of the changes referred to in clause 2.5.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
- (b) The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 2.5.1 hereof.
- (c) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees, and any other matters likely to effect employees, provided that the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employers interest.

2.6 Redundancy

An employee, including a casual employee will be entitled to redundancy provisions in accordance with Schedule 3 of this Agreement. Continuous employment for a casual employee ends if employment is broken in any one year by cumulative absence of more than four weeks. Any unpaid leave does not count as service for the purpose of this agreement.

Part 3 Remuneration Systems

3.1 Payment of Wages

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

3.2 Payment System

The system of remuneration to be applied will be that shown in Schedule 1 of this Agreement.

By agreement under clause 6.6 (Trials and Changes) other systems of remuneration may be adopted.

3.3 Wage Rate All Inclusive

The wage rates are based on a working week of 38 hours. Wage rates are shown in clause 2.1 of Schedule 2 and are inclusive of all disability and special rates payments and allowances except where indicated in clause 3.4.

3.4 Allowances

Only the allowances shown in clause 2.2 of Schedule 2 will be paid, where appropriate, in addition to wage rates.

3.5 Superannuation

The company will make superannuation contributions to the Nationwide Superannuation Fund on behalf of employees covered by this agreement.

Contributions to superannuation will continue to be made on those payments on which they were applied immediately prior to the commencement of this agreement. (They will not be made on overtime, commission, bonuses, annual leave loading, penalty rates for public holiday work, travelling time allowances, lump sum payments on termination or any other extraneous payments).

Where employees elect to salary sacrifice part of their wage to a superannuation fund, this will be deemed to be part of the agreement wage. This provision does not in any way alter or affect the contribution required by the employer under the *Superannuation Guarantee Act*.

Part 4 Hours of Work / Overtime

4.1 Hours of Work

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

Consideration must be given to health and safety issues, legal requirements and the needs of the business.

Work hours will be based on a nominal working week of 38 hours.

Work teams will organise their own rosters to provide the required coverage. Such rosters shall be subject to management approval.

Work hours will be determined by the work team in consultation with plant management.

Meal breaks, rest pauses/periods including the duration and timing will be determined by the work team considering the needs of the business.

The remuneration arrangement will reflect a component in consideration of penalties, which would normally apply outside the normal working hours.

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

4.2 Hours of Work - Day Workers

4.2.1 Ordinary Hours

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

38 hours within a work cycle of 7 consecutive days, or
76 hours within a work cycle of 14 consecutive days, or
114 hours within a work cycle of 21 consecutive days, or
152 hours within a work cycle of 28 consecutive days

Work on a Saturday or Sunday as ordinary hours would not normally be part of a day workers roster, but some circumstances, including but not limited to breakdown or new work or change in work requirements may make this necessary.

- (b) The ordinary hours of work may be worked on any five consecutive days, Monday to Sunday inclusive, subject to the following:
 - (i) Ordinary hours worked on a Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter. Ordinary hours when worked on a Sunday will be paid at the rate of double time.
 - (ii) Any arrangement of hours, which includes a Saturday or Sunday as ordinary hours, will be subject to agreement between the Employer and the majority of employees concerned.
 - (iii) In any arrangement of hours, which includes a Saturday or Sunday as ordinary hours, the elected workplace representative shall be notified in writing within fourteen days of commencement of work under such arrangement.
- (c) The ordinary hours of work will be worked continuously, except for meal breaks, between 6am and 6pm. The spread of hours may be altered as to all or a section of employees provided there is agreement between the employer and the majority of employees concerned.

Provided further that work done outside the hours of 6am and 6pm and deemed to be part of the ordinary hours of work for the purpose of this sub-clause, will be paid at overtime rates.
- (d) The ordinary starting and finishing times of groups of employees or individual employees may be staggered.
- (e) The ordinary hours of work shall not exceed 12 hours on any day: Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the employer and the majority of employees concerned:
- (f) Employees will observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and personal cleaning shall normally be in the employee's time. If it is considered necessary by the Team Leader for an employee to take a shower in ordinary working hours due to dirty working conditions a reasonable amount of time will be made available for them to do so.
- (g) The system by which the average 38 ordinary hours working week is derived may be:
 - (i) by employees working less than 8 ordinary hours each day or on one or more days in a week or cycle, or
 - (ii) by some other method agreed between the employee and employer.

4.2.2 Meal Break - Day Workers

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

4.3 Shift Work

4.3.1 Definitions

A "rostered shift" is a shift of which the employee has had at least 48 hours notice.

An "afternoon shift" is a rostered shift, which finishes after 6.00pm and at or before midnight.

A "night shift" is a rostered shift, which finishes subsequent to midnight and at or before 8.00am.

4.3.2 Hours of Work

- (a) The ordinary hours of work for shift workers will be in accordance with rosters agreed between the employer and the employees or the Branch Secretary of the Union.
- (b) The ordinary hours of work for shift workers will average 38 hours each week and may operate on a basis where this is achieved over the roster cycle.
- (c) Notwithstanding anything contained elsewhere in this clause, the employer and employees or Union may enter into arrangements for all types of work or work scheduling.
- (d) Notwithstanding the provisions of clause 4.4.4 if a casual employee is employed to work a roster that requires more than 7.6 hours a day (i.e. for the purposes of filling a rostered shift for leave coverage or perform a shift on a temporary basis) conditions, and appropriate allowances for that rostered shift will apply. Appointment on such occasions will be by mutual agreement between local management and the Consultative Committee.

4.3.3 Crib-Breaks

A shift worker shall be allowed a twenty minute paid crib break to be taken during the shift at a time coordinated by the Team Leader. The crib-break will be taken at a time that will not interfere with the continuity of work.

4.3.4 Shift Allowance

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

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

An employee who during a period of engagement works -

on a night shift only, or

remains on night shift for a period longer than 4 consecutive weeks, or

works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of each shift cycle off night shift shall be paid for such engagement period or cycle a shift allowance of 30% of the ordinary rate for all time worked during ordinary hours on such night shift.

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

4.3.5 Weekend and Holiday Payments for Continuous Work

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

midnight Friday to midnight Saturday - one and a half times the ordinary rate.

midnight Saturday to midnight Sunday - double the ordinary rate.

holidays as prescribed in clause 5.1 - two and a half times the ordinary rate.

4.3.6 Daylight Saving

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

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

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

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

4.4 Overtime

4.4.1 Definition

Overtime is that work performed in excess of or outside the ordinary hours prescribed in sub-clause 4.2.1 and sub-clause 4.3.2 and in the case of a shift worker includes work on a shift other than a rostered shift.

4.4.2 Requirement to Work

When so required by the employer, an employee shall work a reasonable amount of overtime.

4.4.3 Assignment of Overtime

Assignment of overtime will be based on specific work requirements.

4.4.4 Payment for Overtime Work

Casual Employees -

Casual employees will be paid for overtime worked on any day Monday to Friday inclusive, after 7.6 hours ordinary time, at the rate of time and one-half for the first two hours and double time thereafter, such double time shall continue until the completion of the overtime work.

Casual employees for overtime on a Saturday will be paid at the rate of time and one-half for the first two hours and double time thereafter. Overtime on a Sunday shall be paid at double time for the time worked.

Other Employees -

Employees will be paid for all overtime worked on a Sunday at double time with a minimum of four hours work or payment therefore.

The four-hour minimum provision will not apply where the overtime is continuous with ordinary hours worked on a Sunday in accordance with clause 4.2 (1)(b).

- (a) An employee other than a continuous shift worker will be paid for overtime worked on any day Monday to Saturday inclusive, at the rate of time and one-half for the first two hours and double time thereafter, with the double time to continue until the completion of the overtime work.

- (b) An employee who works as a continuous shift worker will be paid for all overtime at the rate of double time.
- (c) In calculating overtime work, each day's work will stand alone except that work extending beyond midnight will be deemed to be work of the day on which the overtime commenced.

4.4.5 Crib Time

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

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

An employee shall be allowed a paid crib break of 20 minutes after working more than two hours overtime extending from ordinary hours. Subsequent paid crib breaks of 20 minutes will be allowed after each additional four hours. Such crib breaks will be paid at the appropriate overtime rates.

An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

4.4.6 Rest Period After Overtime

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

4.4.7 Recall to Work

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

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

- (b) Provision (a) of this sub-clause shall not apply

- (i) In cases where it is customary for an employee to return to the employer's premises for periods to perform a specific job outside the ordinary hours of the employee, or
- (ii) Where the overtime is continuous (subject to a meal break where appropriate) with the commencement of ordinary working time.
- (iii) Where the actual time worked is less than three hours on a recall or a total of less than three hours when an employee is recalled on more than one occasion between the ordinary hours of successive days, time worked in the circumstances specified in this sub-clause shall not be regarded as a work period for the purposes of sub-clause 4.4.6.

4.5 Travel Time

- (a) An employee required by the employer to report at a site other than the usual place of employment to commence work at the usual starting time, shall be entitled to payment of travelling time at the ordinary time rate of pay for the time reasonably spent in excess of that which the employee would normally spend in travelling between the usual place of residence and the usual place of employment.
- (b) An employee required by the employer to report to a site other than the usual place of employment shall be entitled to payment of travelling expenses, which have actually been incurred, at the normal rate, for the distance travelled reasonably in excess of that which the employee would normally have travelled between the usual place of residence and the usual place of employment.
- (c) When more than one employee travels in a vehicle, travelling expenses will be paid to the provider of transport. Employees travelling as passengers will not be entitled to travel expenses.

Part 5 Statutory Holidays, Leave

This Part will not apply to casual employees.

5.1 Statutory Holidays

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

New Year's Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Sovereign's Birthday

Labour Day

Christmas Day

Boxing Day

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

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

An employee required to report for work on a public holiday will be paid for a minimum period of four hours.
- (5) By agreement between the employer and a majority of the employees in a plant or section of a plant and subject to statutory limitations, another day may be substituted for a public holiday.
- (6) In the event of an employee being required to work on a substituted day the employee shall be paid at the rate applicable for work on the public holiday, which has been substituted.
- (7) Sub-clauses (5) and (6) shall not be construed to confer on an employee of the same employer an entitlement to a paid holiday or payment for work on that holiday on more than one occasion for each public holiday in each calendar year.

5.2 Annual Leave

Annual leave will be in accordance with the *NSW Annual Holidays Act, 1944*, and the provisions of this clause.

- (a) Annual leave will be taken at a time agreed between the employee and employer.
- (b) A shift worker who is regularly rostered to work on Sundays or public holidays will receive an extra week of leave.

An employee proceeding on annual leave will be paid as follows -

- (a) Day Worker - ordinary time wages for the period of the leave plus a loading of 17½ per cent.
- (b) Shift Worker - an employee who would have worked on shift work had the leave not been taken - a loading of 17½ per cent.

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

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

5.3 Long Service Leave

An employee will be entitled to long service leave in accordance with the provisions of the *NSW Long Service Leave Act 1955*

5.4 Sick Leave

5.4.1 Entitlement to Sick Leave

An employee will be entitled to sick leave without loss of ordinary pay because of personal illness, or injury by accident, subject to the following:

- (a) The employee will not be entitled to paid leave for any period for which an entitlement to workers' compensation exists.

- (b) The employee will advise the company of the inability to attend work, by ringing the office in normal hours, or the control room outside normal hours, as soon as possible and within 24 hours. The employee should also advise the nature and likely duration of the absence.
- (c) If required, the employee will provide evidence satisfactory to the employer that the absence for which sick leave is claimed was because of illness or injury.
- (d) First Year of Employment - An employee will be entitled to sick leave of 5 days or a maximum of forty hours at the commencement of employment. In addition, the employee will become entitled to another 1 day or maximum of eight ordinary hours for each month of service beyond 5 months, to a total of 12 days or a maximum of 96 ordinary hours in the first year.
- (e) Thereafter - On the completion of each 12 months of service, an employee will be entitled to a further 12 days to a maximum of 96 ordinary hours of sick leave.

5.4.2 Single Day Absences

Subject to the requirements of sub-clause 5.4.1, no medical certificate is required for single day absences. However, work teams (including a management representative) and the consultative committee will establish measures to monitor individual sick leave abuse by team members.

5.4.3 Cumulative Sick Leave

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

5.5 Bereavement Leave

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

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

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

5.6 Parental Leave

An employee, other than a casual employee, will be entitled to Parental Leave in accordance with the *NSW Industrial Relations Act, 1996, Part 4*.

5.7 Personal / Carer's Leave

5.7.1 Use of Sick Leave

- (i) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this sub-clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.
- (ii) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

- (iii) The entitlement to use sick leave in accordance with this sub-clause is subject to:
 - (1) The employee being responsible for the care of the person concerned; and
 - (2) the person concerned being either:
 - (A) a member of the employee's immediate family; or
 - (B) a member of the employee's household.
 - (3) The term "immediate family" includes:
 - (A) a spouse (including a former spouse, a de facto spouse, a former de facto spouse or partner) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
 - (B) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or spouse of the employee.
- (iiii) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their 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 the employer by telephone of such absence at the first opportunity on the day of absence.

5.7.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

5.7.3 Use of Annual Leave as Carer's Leave

- (i) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between the parties.
- (ii) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

5.7.4 Make-Up Time

- (i) An employee may elect, with the consent of their Team Leader, 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 the agreement.
- (ii) An employee on shift work may elect, with the consent of their Team Leader, to work make-up time under which the employee takes time off in ordinary hours and works those hours at a later time, at shift work rates which would have been applicable to the hours taken off.
- (iii) On each occasion that the employee elects to use this provision the resulting agreement shall be recorded in the time and wages records at the time when the agreement is made.

5.8 Jury Service

- (1) An employee, other than a casual employee, required to attend for jury service will notify the Team Leader or Supervisor as soon as practicable of the dates the Court requires attendance.

- (2) Wages will continue to be paid during such jury service, but the employee will reimburse the employer, any monies paid by the Court.

Part 6 - Miscellaneous Provisions

6.1 Consultative Process

The workforce (employees and management) will develop an appropriate consultative process, which suits the operational needs of the business.

Participative aspects of the operation will be subject to monitoring and review. Teams will develop and implement appropriate mechanisms for this purpose.

6.2 Occupational Health and Safety

The workforce (i.e. employees and management) will develop procedures in line with legislation on Occupational Health and Safety matters which suit the operations of the company.

Included in these procedures will be active participation in and support of injury management and rehabilitation program and attendance at safety committee meetings.

6.3 Protective Equipment/Clothing

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

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

6.3.1 Protective Apparatus

Where the work of an employee requires the provision of personal protective equipment the employer shall provide and the employee shall wear the equipment in such a way as to achieve the purpose for which it is supplied. Except as provided in sub-clauses 6.3.2 and 6.3.3 of this clause, the equipment will remain the property of the employer.

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

6.3.2 Safety Footwear

An employee, other than a casual employee, will be entitled to an issue of two pairs of safety footwear free of charge provided on commencement of service.

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

6.3.3 Protective Clothing

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

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

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

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

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

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

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

6.3.4 Safety Spectacles

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

6.3.5 Safety Clothing - Casual Employees

Casual employees shall, in general, be entitled to one set of clothing after three months continuous service. (One set of clothing is a shirt and one pair of trousers, or, one pair of overalls) Footwear is to be supplied by the individual employee. Management reserve the right to exercise some discretion on the issue of clothing.

6.4 Training and Development

MPA Energy Services Pty Ltd is committed to the establishment of a training system to measure and improve the skills of its people and in today's competitive environment to create a learning organisation to ensure those people have the necessary skills to operate and manage to international best practice standards.

Continual improvement for individuals, and the organisation is considered to be advantageous to all parties.

The work team (employees and management) agree to consult to establish an agreed training plan.

6.5 Best Practice/New Technologies

A fundamental requirement in our movement towards international best practice is the involvement and commitment of all employees in developing and implementing improved practices. The following areas have been identified as of prime importance

Safety

Customer Service

Cost Management,

Sustainable Environmental Performance,

Risk Management and

Quality Assurance.

In this regard all employees agree to progress these important factors at all times.

Prior to the introduction of new technologies, consultation will take place with employees likely to be effected. Employees undertake to utilise and optimise any new process and technology implemented by the Company.

6.6 Trials and Changes

By agreement between the employer and a majority of the affected workforce, changes to remuneration arrangements, working arrangements and/or employment conditions may be made on a trial basis. The purpose of a trial is to:

allow work practices to be tested and openly questioned

make changes where improvements can be implemented
put new ideas into practice

identify issues requiring adjustment

Any trial agreed to, will be in writing, will be for an agreed period, and will include a provision to enable either party to withdraw from the trial at any time. At the conclusion of the agreed trial period, any permanent change may be incorporated into an agreement document signed off by the employer and elected workplace delegate.

6.7 Key Performance Indicators

KPI's will form a critical role in measuring the effectiveness of the Operation and may include, but not be limited to

Quality

Safety

Environment

Customer Satisfaction

Cost Effectiveness

Employees commit to participating in the process of measuring and working towards meeting set targets.

6.8 Continuous Improvement

Employees undertake to continuously review current work processes/work flows and improve these with a view to improving productivity and efficiency.

6.9 Union Representation & Right of Entry

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

The Company will facilitate payroll deductions of Union Dues.

A union official coming onto the site will come through the security systems, be logged in and comply with the site entry provisions.

6.10 Performance Review

On an annual basis Team Leaders will carry out a performance review with every member of their workgroup. Reviews will be documented and signed by the employee, the Team Leader and the Operations Manager.

Performance review documentation will be stored in personal files where it will be open for inspection by the individual.

Schedule 1 - Classification Structure

1.1 Classification Structure

Employees will be classified in accordance with the following guidelines. The key issue to be looked at in properly classifying any employee is the level of initiative, responsibility, accountability, competency and skill that the employee is required to exercise in the work performed, and not the duties performed in themselves.

Assigning a classification to an employee, or reclassifying an employee, will be done by reference to the specific characteristics of the level and demonstrated abilities of the employee to meet those characteristics.

Progression through the classification structure will only occur when there is a vacancy existing at the higher level and the necessary criteria are met, with competency being clearly demonstrated in all aspects of the level.

Management, in consultation with employees, will agree the ideal capacity of people for each stream in each classification level.

The process to fill vacant positions will be to advertise internally & in some cases externally. All things being equal, preference will be given to suitable internal applicants.

Employees will be encouraged and supported in gaining further relevant knowledge, skills and experience so that they are better positioned to fill future vacancies, should they arise. The employer's policies on providing study / training support will apply at all times.

There is no automatic progression to higher levels.

For detailed additional requirements for each classification, reference shall be made to the position descriptions related to each classification. It is expected that employees in all classification levels will hold a current driver's licence.

Team Leaders will inspect driving licences at least yearly.

5

1.2 CLASSIFICATIONS AND DESCRIPTIONS

Level	Generic	Support	Maintenance	Maintenance/ Operation	Operation
1	<p>Description</p> <p>Basic knowledge, skill and ability to carry out role. Close direction and supervision required; plus -</p>	<p>Min.12mths experience with basic knowledge in working in an industrial environment; and</p> <p>a) assisting tradespeople and the competent use of relevant hand tools.</p> <p>or</p> <p>b) Experience in commercial cleaning including office/facility and vehicle cleaning with some basic gardening.</p>			
2	<p>Basic relevant knowledge, skill and ability to effectively carry</p>		<p>Minimum 12 months experience in working with</p>		<p>Entry level for Plant Operators. Minimum 12</p>

	<p>out the role. Direction and supervision required. A good team member;</p> <p>plus -</p>	<p>and assisting tradespeople in an industrial environment ; holds at least one advanced certificate in scaffolding or rigging and is competent with minimum 12 months relevant experience</p>	<p>months relevant experience. Displays competency in the operation of at least one item of mobile plant.</p>
3	<p>Considerable relevant knowledge, skill and ability to effectively carry out the role. Some direction and supervision required. A good team member;</p> <p>plus -</p>	<p>Has capacity to effectively carry out a maintenance role and undertake some quite complex tasks. Typically 3/5 years experience. Holds min of two advanced certificates of which two are in scaffolding and rigging and is competent.</p>	<p>Has the ability to undertake a variety of tasks of varying complexity. Typically 3/5 years relevant experience in mobile plant operation. Displays competency in the operation of at least two items of mobile plant</p>
4	<p>Accepts responsibility for routine tasks and</p>	<p>Entry level for trades-people with</p>	<p>Has the ability to undertake a</p>

	<p>is able to effectively carry out the role, including some complex tasks. Some direction and supervision required. A good team member who participates in the team functionality; plus -</p>	<p>good relevant knowledge, skill and ability; or Holds 3 advanced certificates in crane, scaffolding and rigging. Typically has 8/10 years experience.</p>	<p>variety of tasks. Competent to operate a minimum of 3 pieces of relevant mobile equipment, and is competent in the operation of most relevant fixed plant. Typically 5/10 years relevant experience.</p>
5	<p>Has comprehensive site knowledge. Accepts responsibility for defined tasks and is able to effectively carry out all aspects of the role. Undertakes some basic problem solving. Some direction and supervision may be required. A good team member who fully participates in the team functionality; plus -</p>	<p>Considerable relevant knowledge, skill and ability to effectively carry out a maintenance role, including some quite complex tasks or outcomes. Typically at least 3 years relevant experience with post trade qualification s.</p>	<p>Entry point for employees in-experienced in the maintenance / operation functions. Is an experienced plant operator with limited maintenance knowledge, or a competent tradesperson with limited operations experience</p> <p>Good knowledge, skill and ability in all aspects of the role with the appropriate certification and ability to effectively operate and maintain aspects of mobile and fixed plant and equipment. Typically a minimum of 10 years relevant experience.</p>

6	<p>Accepts responsibility for defined tasks and is able to effectively carry out the role, including most complex tasks. Regularly uses initiative and problem solving abilities. Trains others in certain aspects of the role. A strong team member who leads, positively influences and motivates other team members. Encourages and supports full team functionality. Minimal direction and supervision required; plus -</p>	<p>Considerable relevant knowledge, skill and ability to effectively carry out role, including complex tasks or outcomes. Undertakes routine problem solving. Typically at least 5/10 yrs relevant experience with post trade qualifications or equivalent</p>	<p>Considerable relevant knowledge, skill and ability to be competent in all facets of the defined role. Typically a minimum of 10 years relevant experience. Effectively carries out the role, including the training of others. Typically at least 10 years relevant experience. Post trade qualifications or equivalent. Has extensive specialist experience (typically minimum of 10/12 years). In depth knowledge of relevant equipment and processes. Competent</p>	<p>Holds certificates for all mobile plant and has good operational knowledge and skill in operating all fixed plant. Effectively carries out the role, including the training of others. Typically at least 10 years relevant experience.</p>
7	<p>Is accountable for all aspects of the defined role. Able to effectively carry out all aspects of the role, including the most complex tasks to achieve determined</p>	<p>Post trade qualifications or equivalent. Has extensive specialist experience (typically minimum of 10/12 years). In depth</p>	<p>Post trade qualifications or equivalent. Has extensive specialist experience (typically minimum of 10/12 years). In depth knowledge of relevant equipment and processes. Competent</p>	

	outcomes. Uses initiative and is skilled in creative problem solving. Trains and mentors others. Has strong leadership skills and assumes responsibility for team effectiveness. A very strong team member who positively influences and motivates others in the team. Minimal direction is required; plus -	knowledge of relevant equipment and processes, and/or Advanced knowledge in maintenance practices. Relieves in the team leader role if required.	in the operation of all plant. Relieves in the team leader role if required.
8	As for Level 7 above; plus -	Minimum of Associate Diploma of Engineering qualifications or equivalent to meet the business needs.	

Schedule 2 - Remuneration

2.1 Weekly Rates

PAY RATES BY CLASSIFICATION		(Proposed rates effective 1/4/03 to 31/3/04)		
Level	Support Pay Rate	Maintenance Pay Rate	Maint/Operator Pay Rate	Operation Pay Rate
1	\$633.38			
2		\$672.40		\$672.40
3		\$706.02		\$706.02
4		\$741.32		\$741.32
5		\$778.40	\$802.31	\$778.40
6		\$826.24	\$851.57	\$802.31
7		\$867.54	\$889.56	
8		\$910.93		

Recognition for relieving team leaders for a period of 1 week or more, for people in classification levels 5 and 6, - 5% allowance

Level	PAY RATES BY CLASSIFICATION			
	Support Pay Rate	Maintenance Pay Rate	Maint/Operator Pay Rate	Operation Pay Rate
1	\$658.72			
2		\$699.30		\$699.30
3		\$734.26		\$734.26
4		\$770.97		\$770.96
5		\$809.54	\$834.40	\$809.54
6		\$859.29	\$885.63	\$834.40
7		\$902.24	\$925.14	
8		\$947.37		

2.2 Allowances

2.2.1 First Aid Allowance

Where the employer appoints as a First Aid Attendant, an employee who is the holder of a current appropriate first aid certificate, that employee shall be paid a weekly allowance of \$10.12.

2.2.2 Tool Allowance

Employees required by the employer to supply their own tools shall be paid a tool allowance of \$11.20 per week.

2.2.3 Industry Disability Allowance

All employees engaged to work under the terms of this agreement will be paid a flat weekly allowance of \$48.27

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

2.2.4 Meal Allowance

An employee required to work overtime for more than two hours extending from ordinary hours without being notified on the previous day or earlier of the requirement to work shall either be supplied with a meal by the employer or paid \$12.00 for the first and each subsequent meal.

Schedule 3 - Redundancy

3.1 The following provisions shall apply in the event of Redundancy:

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

3.2 Employer Exempted:

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

3.3 Transmission of Business

3.3.1 Where a business is transmitted from the employer (in this sub-clause called "the transmittor") to another employer (in this sub-clause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee, the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission;

3.3.2 In this sub-clause "business" includes trades, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.\

3.4 Transfer to Lower Paid Duties

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

3.5 Redundancy Payment

An employee whose employment is terminated for reasons set out in Clause 1 of this Schedule hereof shall be entitled to the following amount of severance pay in respect of a continuous period of service.

Severance Pay:

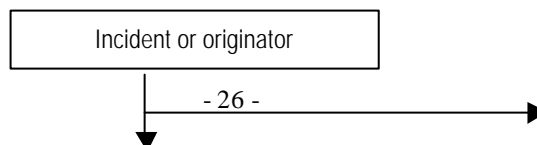
Period of Continuous Service	Under 45 years of Age	45 Years of Age and Over
1 year or less	nil	Nil
1 year and up to the completion of 2 years	4 weeks' pay	5 weeks' pay
2 years and up to the completion of 3 years	7 weeks' pay	8.75 weeks' pay
3 years and up to the completion of 4 years	10 weeks' pay	12.5 weeks' pay
4 years and up to the completion of 5 years	12 weeks' pay	15 weeks' pay
5 years and up to the completion of 6 years	14 weeks' pay	17.5 weeks' pay
6 years and over	16 weeks' pay	20 weeks' pay

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

Schedule 4 - Disciplinary Procedure

4.1 Disciplinary Procedures

Procedural fairness will be followed at all times and employee allowed opportunity to respond. Employees may have a union or workplace representative in attendance at all stages of the disciplinary procedure. Any action taken will be documented and signed by the employee, delegate/representative and management.



Management investigation & evaluation

Verbal notification

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

Name: R K Collison

Occupation: State Secretary

Witness: Jamie Clements

Date: 1/04/2004

Signed for and on behalf of MPA Energy Services Pty Ltd.

Name: Iain Tait

Occupation: MGR - Industrial Relations

Witness:

Date: 2/12/2003