

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA08/17

**TITLE:** **Macquarie Generation Enterprise Agreement 2008**

**I.R.C. NO:** IRC8/928

**DATE APPROVED/COMMENCEMENT:** 27 June 2008 / 1 July 2008

**TERM:** 12 Months

**NEW AGREEMENT OR  
VARIATION:** Replaces EA05/166.

**GAZETTAL REFERENCE:** 29 August 2008

**DATE TERMINATED:**

**NUMBER OF PAGES:** 71

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Macquarie Generation located at 34 Griffith Road, Lambton NSW 2299, who are engaged in the classifications prescribed in this agreement and who fall within the Macquarie Generation Employees (State) Award 2005.

**PARTIES:** Macquarie Generation -&- the Australian Institute of Marine and Power Engineers New South Wales District, Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales, Unions NSW

**TABLE OF CONTENTS**

1.	PARTIES TO THE AGREEMENT.....	3
2.	INTENT, SCOPE AND DURATION .....	3
3.	SALARIES.....	4
4.	PART-TIME EMPLOYMENT.....	11
5.	GENERAL PURPOSE ALLOWANCE .....	11
6.	HOURS OF WORK.....	13
7.	CALCULATION OF SERVICE.....	15
8.	CLASSIFICATION ADVISORY COMMITTEE.....	16
9.	TERMS OF EMPLOYMENT.....	17
10.	SHIFT WORK .....	19
11.	OVERTIME – DAY WORK .....	27
12.	OVERTIME – SHIFT WORK.....	30
13.	MEAL ALLOWANCES ON OVERTIME .....	33
14.	MEAL BREAKS – DAY WORK.....	34
15.	HIGHER GRADE WORK AND PAY .....	36
16.	CLOTHING AND TOOLS.....	38
17.	ANNUAL LEAVE.....	39
18.	LONG SERVICE LEAVE.....	40
19.	SICK LEAVE AND ACCIDENT PAY.....	42
20.	PUBLIC HOLIDAYS AND PICNIC DAY.....	48
21.	TRAVELLING TIME AND FARES.....	49
22.	WORKING AWAY FROM HEADQUARTERS .....	57
23.	GRIEVANCE AN DISPUTE PROCEDURES .....	58
24.	CONSULTATIVE MECHANISMS.....	59
25.	CARER’S LEAVE.....	60
26.	BEREAVEMENT LEAVE.....	64
27.	ANTI-DISCRIMINATION.....	65
28.	MISCELLANEOUS .....	66
29.	LEAVE RESERVED .....	66

30. PARENTAL LEAVE.....66  
31. SECURE EMPLOYMENT CLAUSE.....68

## **1. PARTIES TO THE AGREEMENT**

### **Title of Agreement**

- 1.1 This Agreement will be known as the Macquarie Generation Enterprise Agreement, 2008.

### **Parties**

- 1.2 This Agreement has been made between Macquarie Generation and the unions listed below on behalf of the employees of Macquarie Generation.
- Unions NSW
  - Electrical Trades Union of Australia, New South Wales
  - New South Wales Local Government, Administrative, Energy, Airlines and Utilities Union
  - Association of Professional Engineers, Scientists and Manager, Australia (NSW) Branch
  - Construction, Forestry, Mining and Energy Union (Energy District) NSW Branch
  - Public Service Association of New South Wales
  - Australian Institute of Marine Power Engineers, New South Wales District
  - AWU-FIME Amalgamated Union, New South Wales
  - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch
- 1.3 This Agreement was not entered into under duress by any party.

## **2. INTENT, SCOPE AND DURATION**

### **Intent and Scope**

- 2.1 The Agreement applies to all Macquarie Generation employees employed in classifications prescribed herein. It is based on the mutual understanding that there is an obligation to serve the people of New South Wales by providing a high standard of service at the lowest possible cost. As part of its obligations Macquarie Generation is committed to the continued development of its skilled workforce to provide an effective service.

In order to meet its objectives as set down under the Energy Services Corporations Act, 1995 Macquarie Generation and its employees are committed to:

- (i) being a successful business;
- (ii) operating at least as efficiently as any comparable businesses;
- (iii) maximising the net worth of the State's investment in it;
- (iv) operating efficient, safe and reliable facilities for the generation of electricity;
- (v) being an efficient and responsible supplier of electricity;
- (vi) being a successful participant in the wholesale market for electricity.

The achievement of these objectives will be based on a climate of co-operation and understanding.

### **Duration**

2.2 This Agreement will be effective from 1 July 2008 to 30 June 2009.

## **3. SALARIES**

3.1 Employees covered by the Agreement will receive a 4.5% increase in base rates of pay payable from the first pay period commencing on or after 1 July 2008.

This payment will be paid in consideration of:

- (a) A commitment to the continuing development of the Macquarie Generation workforce so that staff can work flexibly in order to more readily adapt to changes in our business needs.
- (b) A commitment to participation in the development of the Training and Development Program referred to in 3.3, including the development of a job evaluation and remuneration system for all employees.
- (c) Maintain strict confidentiality of commercial information.
- (d) The express intention of the parties for Macquarie Generation to continue in a period of industrial stability and that the company will be spared the consequences of industrial action.

3.2 In recognition of the early and amicable settlement of negotiations of this Agreement, employees will also receive an additional salary increase of 0.25% from the first pay period commencing on or after 1 July 2008.

3.3 Training and Development Program – The purpose of the Training and Development Program is to undertake an assessment of the level of skills and competencies that exist within Macquarie Generation and compare this with

what the business needs will be in the foreseeable future. This will require a skills audit which can be undertaken by existing resources within Macquarie Generation. There will also be a job redesign process that will provide the best combination of skills and competencies that deliver the business needs. Finally, there will be a job evaluation and remuneration system that applies to all employees.

**Program Terms of Reference**

- (a) Review the results of a skills audit for Macquarie Generation;
- (b) Undertake a process of job redesign whereby jobs more readily meet the business needs; and
- (c) Examine job evaluation and remuneration systems in order to implement a system which applies to all employees.

As the process will be developed jointly between employees, management and unions, agreement will be required on each phase prior to implementation.

**Salaries**

3.4 The ordinary weekly salaries and the operative dates for the classifications covered by this Agreement based on a 35 hour week are:

<b>Salary Point</b>	<b>Effective first pay period commencing on or after 1 July 2008</b>
1.0	\$417.80
1.5	\$450.70
2.0	\$483.20
2.5	\$515.80
3.0	\$548.70
3.5	\$581.20
4.0	\$613.80
4.5	\$630.00
5.0	\$646.40
5.5	\$662.40
6.0	\$678.90
6.5	\$693.90
7.0	\$709.80
7.5	\$725.70
8.0	\$741.90
8.5	\$758.40
9.0	\$775.30
9.5	\$793.00
10.	\$810.60
10.5	\$829.60
11.0	\$848.00

<b>Salary Point</b>	<b>Effective first pay period commencing on or after 1 July 2008</b>
11.5	\$863.30
12.0	\$888.40
12.5	\$908.90
13.0	\$929.30
13.5	\$951.20
14.0	\$973.20
14.5	\$995.90
15.0	\$1,018.40
15.5	\$1,042.40
16.0	\$1,066.40
16.5	\$1,084.60
17.0	\$1,102.90
17.5	\$1,122.10
18.0	\$1,141.10
18.5	\$1,160.80
19.0	\$1,180.40
19.5	\$1,200.70
20.0	\$1,221.30
20.5	\$1,242.20
21.0	\$1,263.20
21.5	\$1,285.10
22.0	\$1,306.90
22.5	\$1,329.40
23.0	\$1,351.60
23.5	\$1,375.10
24.0	\$1,398.40
24.5	\$1,422.50
25.0	\$1,446.50
25.5	\$1,471.40
26.0	\$1,496.50
26.5	\$1,522.10
27.0	\$1,547.90
27.5	\$1,574.90
28.0	\$1,601.60
28.5	\$1,629.00
29.0	\$1,656.70
29.5	\$1,685.30
30.0	\$1,714.00
30.5	\$1,743.30
31.0	\$1,773.00
31.5	\$1,803.70
32.0	\$1,834.50
32.5	\$1,865.90
33.0	\$1,897.20
33.5	\$1,930.00
34.0	\$1,963.20

<b>Salary Point</b>	<b>Effective first pay period commencing on or after 1 July 2008</b>
34.5	\$1,997.00
35.0	\$2,030.80
35.5	\$2,066.00
36.0	\$2,101.10
36.5	\$2,137.20
37.0	\$2,173.70
37.5	\$2,211.40
38.0	\$2,248.70
38.5	\$2,287.50
39.0	\$2,326.40
39.5	\$2,366.70
40.0	\$2,406.70

### Performance Measures

- 3.5 The granting of this Agreement will not inhibit the introduction of performance measures based on the objective continuing to reduce the real cost of electricity to our customers provided the changes do not breach this Agreement or the Industrial Relations Act, 1996.

### Occupational Health Nurses

- 3.6 (a) Administrative Officers, (previously referred to as Occupational Health Nurses) must be paid not less than the rates applicable to the following:
- 1<sup>st</sup> Year: Salary Point 19  
2<sup>nd</sup> Year: Salary Point 20
- (b) Administrative Officers, (previously referred to as Occupational Health Nurse Coordinators) must be paid not less than the rates applicable to the following:
- 1<sup>st</sup> Year: Salary Point 24  
2<sup>nd</sup> Year: Salary Point 25

### Casual Occupational Health Nurses

- 3.7 Administrative Officers, who are engaged as Occupational Health Nurses must be paid by the hour.
- (a) The hourly rate is determined by:
- (i) taking the weekly rate for the applicable salary point (set out in 3.7(a) above; and
- (ii) dividing the sum by 35; and

- (iii) adding 20% (in respect of all hours worked between 7:00am and 5:30pm, Monday to Friday inclusive) to the total.
- (b) Time worked outside these hours and on Saturdays must be paid as follows:
  - (i) for the first two hours – time and one half;
  - (ii) after the first two hours – double time.
- (c) Hours worked in excess of seven hours, on any daily engagement, must be paid at the appropriate overtime rate.
- (d) Work performed on Sundays shall be paid at the rate of double time and on Public Holidays at the rate of double time and a half.
- (e) Minimum payment as for three hours at the appropriate rate must be paid in respect of each start, and reimbursement be made for all fares actually incurred in travelling to and from work only in respect of a minimum start.
- (f) General Purpose Station Allowance – these employees will receive level “E” allowance under sub-clause 5.1 on an hourly basis.
- (g) There is no entitlement to any of the provisions of this Agreement other than the provisions of this sub-clause.

### **Working Up to Skill Level**

3.8 Employees must:

- (a) Work up to their skill level, competence and training within the categories listed below; and
- (b) Work in accordance with the classification descriptions, salary points and Skills Development Programs negotiated under Agreement Restructuring.
  - Administrative Officer
  - Engineering Officer
  - Professional Officer
  - Operator
  - Power Worker
  - Tradesperson
- (c) Classification Flexibility – Following agreement through consultation with classifications affected and/or relevant unions where required, work can be performed across the classifications referred to in sub-clause 3.8(b) above.

Those jobs which change as a result of classification flexibility will have the new position evaluated within one week of a signed Position Description becoming available.

In the interim, for the three classification groups not covered by the current job evaluation system, additional skill levels can result in additional remuneration.

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

### **No Extra Claims**

- 3.9 Apart from increases available through State Wage Case decisions (to be applied as set out below) the parties undertake that for the period of this Agreement they will not pursue any extra claims for any matters that are contained in this Agreement

State Wage Case decisions determined during the period of the Agreement, will be dealt with as follows:

- (a) Cost of living adjustment – any component of a State Wage increase which is identified in the decision as a cost of living adjustment will be passed on to employees in full on the basis of any conditions that are imposed by the decision. This component of the increase will be in addition to the increases arising as a result of this Agreement.
- (b) Productivity increase – any component of a State Wage increase which is in return for state-wide productivity improvements or is based on enterprise level productivity increases will be adjusted to avoid double counting.

### **Salary Sacrifice Superannuation**

- 3.10 (a) Notwithstanding the salaries prescribed by this clause, an employee may elect, subject to the agreement of Macquarie Generation, to sacrifice a portion of the salary payable under this clause to additional employer superannuation contribution, purchase of company product (electricity), novated motor vehicle lease and laptop computer purchase.

Such election must be made prior to the commencement of the period of service to which the earnings related.

The amount sacrificed must not exceed 50% of the salary payable under this clause or 50% of currently applicable superable salary, whichever is the lesser. In this clause, “superable salary” means the employee’s salary as notified from time to time to the New South Wales public Sector Superannuation Trustee Corporations.

- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- (i) 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
  - (ii) 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 any employee's salary, shall be calculated by reference to the salary which would have applied to the employee under this clause of the Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- (c) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
  - (ii) subject to Macquarie Generation's agreement, paid into a private sector regulated superannuation scheme as employer superannuation contributions.
- (d) Where the employee is a member of a superannuation scheme established under:
- (i) The Superannuation Act 1916;
  - (ii) The State Authorities Superannuation Act 1987;
  - (iii) The State Authorities Non-contributory Superannuation Act 1987; or
  - (iv) The First State Superannuation Act 1992.

Macquarie Generation must ensure that the amount of any additional employer superannuation contributions specified in sub-clause (a) above is included in the employee's superable salary which is notified to the New South Wales Public Sector Superannuation Trustee Corporations.

- (e) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with Macquarie Generation to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (d) above, Macquarie Generation will continue to base contributions to that fund on the salary payable under this clause to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though superannuation contributions made by Macquarie Generation may be in excess of

superannuation guarantee requirements after the salary sacrifice is implemented.

- (f) Additional taxation costs associated with salary sacrifice will not be borne by the employer and/or deductions limits may be imposed to avoid additional tax costs to the company.

#### **4. PART-TIME EMPLOYMENT**

- 4.1 Part-time employee means person employed on the basis of a consistent number of hours which are less than the full-time ordinary weekly working hours prescribed for the appropriate classification where such employment may be based upon any of the following arrangements:
  - (a) Part-time work which is of a temporary or limited duration provided that casual employment involving daily hire and/or rehire is not included, and provided that the minimum daily number of hours to be worked by such part-time employees will not be less than four hours and the minimum weekly number of hours to be worked will not be less than 16 hours.
  - (b) Part-time work for a fixed period where such period is determined on the basis for, and is directly related to, the return to employment of a female employee following a period of absence on approved maternity leave.
- 4.2 A part-time employee is paid at a rate equivalent to the proportion of the actual hours worked per week to the full-time ordinary weekly working hours prescribed for the appropriate classification.
- 4.3 A part-time employee is entitled to annual leave, long service leave, sick leave and accident pay and all such other entitlements as may be applicable; provided that any accumulated benefits accrue from time to time in the same proportion of the actual hours worked per week to the full-time ordinary weekly working hours prescribed for the appropriate classification, as at the date of such accrual.
- 4.4 Macquarie Generation will advise the Secretary of the union or unions concerned no less than 48 hours in advance of its intention to employ an officer or officers in accordance with the provisions of sub-clause 4.1 hereof, and the area and anticipated duration of such employment; provided that, in the case of female employees returning to employment after an absence on maternity leave, who are required to complete a prescribed period of employment to be entitled for payment in respect of such absence, prior to notification in terms of this sub-clause will not be necessary.

#### **5. GENERAL PURPOSE ALLOWANCE**

##### **General Purpose Allowance**

- 5.1 A General Purpose Allowance is paid to employees as set down below:

<b>Pay Period on or After</b>	<b>GPA Rate Per Week</b>	<b>Work Groups</b>	
<b>“A”</b>			
1.7.08	\$101.30	Bayswater	External 1, External 2
		Liddell	Coal External 1
<b>“B”</b>			
1.7.08	\$85.60	Bayswater	Generation 1 (Mechanical), Generation 1 (Electrical), Generation 2, Cleaning Services
		Liddell	Ash & Dust, L/Mechanical, L/Electrical, N/Shift, Cleaning Services, Tradesman/Day Work
<b>“C”</b>			
1.7.08	\$71.30	Bayswater	A, B, C, D & E Shift, Water Supply, T1 & T2 Shift Technicians, Production Support, Coal
		Liddell	A, B, C, D & E Shift, Technicians L & N Shift, Plant Owners Coal Ash & Dust
<b>“D”</b>			
1.7.08	\$60.25	Bayswater	Boilers, Environment & Chemical, Station Services, Mobile Coal, Turbines, Performance, Control System, Electrical
		Commercial	Warehouse Bayswater/Liddell & Purchasing
		Fuel Supplies Liddell	Plant Owner Turbine, Plant Owner Boilers, Chemical, Production coordination, Plant Owner Coal External, Resources, Apprentice Training Performance
<b>“E”</b>			
1.7.08	\$44.40	Bayswater	Administration, Business and Finance & Trainees located at Power Stations
		Human Resources	
		Commercial	Payments Administration, Contracts Administration, Administration (located at Power Stations, Payroll
		Liddell	Administration Services
		Information Technology	Support Services at Power Stations
<b>“F”</b>			
1.7.08	\$33.30	All employees located at Lambton	

- 5.2 There are certain instances in which individual employees will receive a level of allowance that is different from that of the rest of their work group. This is based on their previous earnings of Power Station Allowance and disability

allowances under the Macquarie Generation Employees (State) Award, 1996 as determined by the allowances subcommittee at the time.

- 5.3 Employees must continue to be paid the allowance while on long service leave, annual leave, paid sick leave or accident leave. Such periods of leave are regarded as time worked for the purpose of calculating the amount of allowance payable.

The allowance must also be taken into account when calculating penalty rates for overtime except for time worked on a public holiday, during what would have been the employee's ordinary hours if the day were not a public holiday. The allowance is not taken into account when calculating payments for travelling time or for the purpose of calculating penalty additions for ordinary shifts worked on public holidays y shift workers.

- 5.4 Payment of General Purpose Allowance is made instead of all 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 now is performed or is likely to be performed in the future. This allowance replaces power Station Allowance, Other Location Allowance (Lambton) and Special Allowances which were previously contained in Clause 5, Allowances of Macquarie Generation Employee (State) Award 1996.
- 5.5 Where an employee joins another work group, which attracts a different level of allowance, for a period of a week or more then the allowance applicable to that new work group will be paid.
- 5.6 Employees currently in receipt of level "D" allowance will be paid at level "C" if required by local management to hold Certification Level 5(a) and/or Level 6(a) of the Macquarie Generation Safety Rules.
- 5.7 Tradespersons, previously referred to as Power Station Mechanical (Shift) Fitters, who are engaged on maintenance work on a seven day, three shifts per day, short work roster system must be paid an allowance as follows:

<b>Period</b>	<b>Amount Per Week</b>
1.7.08 to 30.6.09	\$28.80

## **6. HOURS OF WORK**

### **Hours of Work**

- 6.1 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.

## **Ordinary Hours**

- 6.2 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 a roster cycle must not be more than the number of weeks in a roster cycle multiplied by 35 hours.

## **How Are Working Hours Determined:**

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

## **Hours for Day Workers**

- 6.4 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 hours for day workers is 7:00am to 5:30pm, Monday to Friday.

Work outside the span of ordinary hours for day workers set down in this sub-clause can occur at ordinary rates by agreement between the employee/s concerned and their team leader or manager.

## **Flexible or Staggered Working Hours**

- 6.5 Employees working at Lambton Office may elect to work a flexible or staggered hours system in accordance with procedures set down by Macquarie Generation.

## **Accrual of Days Off**

- 6.6 Employees engaged on a flexible or staggered working hours system or a nine day fortnight may elect to accrue up to a maximum of five flexidays, rostered days or special days off for the purposes of taking time off for any reason including time off to attend to family related matters. The time off will be on a date agreed to by employees and local management.

## **Time Off in Lieu of Time Worked**

- 6.7 (a) Notwithstanding any of the provisions contained in this clause, employees are able to take time off in lieu when they are required to work overtime. Time off in lieu can include normal overtime provisions such as transport and meal allowance. Time in lieu will be done by agreement between teams/employees affected and their team leader or manager.
- (b) Bayswater and Liddell Operator agreements concerning balance time, insofar as they contain provisions otherwise inconsistent with the

Agreement, shall take precedence over such Agreement provisions, to the extent of the inconsistency.

Other groups may negotiate separate arrangements.

## **7. CALCULATION OF SERVICE**

### **What Counts as Service**

7.1 In calculating service, Macquarie Generation 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 working days or shifts which Macquarie Generation has specifically authorised to be counted as service.
- (f) Periods of leave for which employees receive workers' compensation payments.
- (g) Periods of service as an employee on probation.
- (h) Periods which counted under relevant legislation, awards of agreements as service with another employer immediately before the employee joined Macquarie Generation under schedule 3 of the Energy Corporations Act 1995, as amended.
- (i) Any previous period of service with Macquarie Generation in accordance with (a) to (h) for an employee who had resigned or been discharged and later re-employed.
- (j) Any previous period of service with Macquarie Generation in accordance with (a) to (h) of an employee who had been dismissed and later re-employed if that employee's current period of service under (a) to (h) is more than five years.

7.2 If payment for long service leave has been received by an employee, any service recognised in accordance with (i) and (j) is counted for qualifying purposes for future calculation only.

## **8. CLASSIFICATION ADVISORY COMMITTEE**

### **Purpose**

- 8.1 The purpose of the Committee is to recommend appropriate salary point(s) for a position(s).

### **Constitution**

- 8.2 The Committee consists of:
- (a) A Chairperson appointed by Macquarie Generation.
  - (b) Two Macquarie Generation representatives.
  - (c) Two representatives of employees appointed from time to time by the relevant union(s) having regard to the classification under review.

### **Powers**

- 8.3 The Committee can:
- (a) Consider applications for alteration of salary points on the ground of altered circumstances by:
    - (i) unions on behalf of an employee or groups of employees;
    - (ii) Macquarie Generation.
  - (b) Consider any errors or anomalies in the salary points of:
    - (i) an employee(s);
    - (ii) any position.
  - (c) Recommend appropriate salary points for new positions.

### **Procedures**

- 8.4 The Committee proceeds by exchange of views and discussion, not by vote. It is the responsibility of the Chairperson to prepare a report, including recommendation, to the Chief Executive of Macquarie Generation, setting out the view of the Committee. If there are differing views, the report must include them.

### **Confidentiality**

- 8.5 All proceedings of the Committee are confidential.

- 8.6 This clause will not prejudice or affect any right any person may have under the Industrial Relations Act 1996.

## **9. TERMS OF EMPLOYMENT**

### **Payment of Salaries**

- 9.1 If requested by a majority of employees, balancing of ordinary pay for time worked must be arranged as far as possible so that the salary payable to employees each week is adjusted to reduce fluctuations in weekly pay.
- 9.2 The ordinary weekly pay of an employee at Lambton who works flexible working hours or staggered working hours must not vary from week to week as a consequence of accumulating debits or credits of ordinary hours in a given week.
- 9.3 Payments for all entitlements must be made only to employee entitled to them or to a person authorised by the employee to receive the payments.
- 9.4 Macquarie Generation may deduct from an employee's pay, contributions or payments for approved purposes or for the payment to Macquarie Generation of money due by the employee under hire purchase, tenancy or other agreements only if the employee gives Macquarie Generation written authority.

### **Overtime and Shift Work**

- 9.5 For the purpose of meeting the needs of the industry, Macquarie Generation may require an employee to work:
- (a) reasonable overtime, including Saturdays, Sundays and public holidays;
  - (b) days work or shift work, or to transfer from one system of working to another, including transfer from one system of shift work to another.

Except under extreme circumstances, **six** months notice will be given to employees required to change on a long term basis from one system of work to another where this will cause a reduction in income, provided that the employees have been working in the first system for a minimum period of 12 months.

Employees may be required to change immediately, on a long term basis, from one system of work to another. Where this will cause a reduction in income the employees will continue to be paid at their present salary for a period of six months provided that the employees have been working in the first system for a minimum period of 12 months.

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

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

### **Termination of Service**

- 9.6 Employees' service may be terminated by;
- (a) Resignation, ie voluntarily leaving the service of Macquarie Generation.
  - (b) Retirement on account of ill health, which makes employees unable now and in the future to perform the duties of their appointed grade. A medical practitioner, as agreed to by Macquarie Generation and the Secretary of the union concerned, must issue a Certificate to this effect.
  - (c) Dismissal in accordance with the Electricity (Pacific Power) Act 1950, as amended.
  - (d) Mechanisation or technological changes in the industry.

If Macquarie Generation terminates the employment of an employee who has been employed by it for the preceding 12 months, because of mechanisation or technological changes in the industry, it must give the employee:

- (a) Three months notice; or
  - (b) Pay at the ordinary rate for the balance if it gives less than three months' notice. This period of three months counts as service for the calculation of annual leave and long service leave entitlements of the employee.
- 9.7 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 Macquarie Generation as satisfactory, shall be deemed to have resigned.

### **Period of Notice**

- 9.8 Employees must give Macquarie Generation at least one month's notice of their intention to resign, unless their terms of employment provides for a different period.
- 9.9 In all other case of termination, except dismissal, Macquarie Generation must give the employee at least one month's notice, unless their terms of employment provides for a different period.

This does not affect the right of Macquarie Generation to dismiss employees without notice in accordance with the provisions of the Electricity (Pacific Power) Act 1950 as amended. The salaries of employees who are dismissed, together with their entitlements to payment for annual and long service leave must be paid up to the time of dismissal.

## **Movement of Staff Between Sites**

- 9.10 Macquarie Generation employees are to demonstrate availability and willingness to temporarily transfer between sites on a need basis.

A workplace group will be established with representatives from local management and employees to review and resolve issues associated with the movement of staff, if and when issues arise. This workplace group can address associated practicality issues such as personal inconvenience, safety, training and remuneration. Additional remuneration will not be paid for simply transferring between sites.

The maximum period of temporary transfer will be six months.

Bayswater and Liddell Operator agreements, in respect of this sub-clause, insofar as they contain provisions otherwise inconsistent with the Agreement, shall take precedence over such Agreement provisions.

## **10. SHIFT WORK**

### **Types of Shift**

- 10.1 There are two types of shift work:

- (a) *Regular*: in which an employee works a roster with a 1, 2 or 3 shift system which continues for three 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.

- 10.2 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.

### **Ordinary Hours**

- 10.3 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 a roster cycle must not be more than:

Number of weeks in roster cycle multiplied by 35 hours.

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

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

### **Shift Allowance**

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

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

- 10.7 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 \$6.20

*Afternoon:* the greater of 20% of single time and \$22.50

*Night:* the greater of 20% of single time and \$22.50.

- 10.8 Shift workers who are engaged on a roster which:

- (a) requires the working of continuous afternoon or night shifts for more than two weeks; and

- (b) works such shifts on other than a public holiday, Saturday or Sunday,

must be paid the following allowances:

*Continuous Afternoon Shift:* 25% of single time

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

- 10.9 Shift workers rostered on other continuous night shift rosters for two weeks or less must be paid for such shifts the overtime rates in Clause 11 Overtime – Day Work.

10.10 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 10.12.

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

## **SHIFT PENALTY**

### **Public Holidays**

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

### **Other than Public Holidays**

10.13 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

### **Only One Rate to Apply**

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

## **ROSTER LOADING**

### **Roster Loading**

10.15 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 crib breaks and at all other times during the shift.

(c) Minor variations to established duties.

(d) The requirement to work as rostered on any day of the week.

### **Roster Loading – Rates**

10.16 The roster loading for ordinary hours actually worked is:

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

#### **Roster Loading – Different Grade Duties**

10.17 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.

#### **Roster Loading – Excluded Employees**

10.18 Roster loading is not payable to employees who are engaged on irregular shift work, ie in respect of a roster which does not continue for more than one month and which attracts overtime penalty rates.

#### **Roster Loading – During Training**

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

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

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

## **GENERAL**

### **Payment While at Training**

10.21 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.

### **Public Holidays**

10.22 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 20 of the Agreement. If higher grade pay is involved, the provisions of 15.8 apply.

### **Not Required to Work on a Public Holiday**

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

### **Shift Worker on a Five Day Shift – Public Holiday**

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

### **Mutual Stand-down**

10.25 Shift workers who:

- (a) are rostered for duty on a shift falling on a Saturday or Sunday; and
- (b) according to the controlling officer are not required for duty on such day(s)

may, by mutual arrangement with the person responsible for the work team, not attend for duty on such day(s).

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

### **Shift Work Day**

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

### **Time of Transfer from a Shift**

10.27 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.

### **Ten Hour Break**

10.28 Shift workers are entitled to at least a 10 hour break between finishing shift work and commencing day work.

### **Day Workers Relieving on Regular Shift Work**

10.29 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 all 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.

## **Day Workers on Irregular Shift Work**

- 10.30 Day workers required to work relieving temporarily or 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;
  - (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.

## **Change of Roster of Shift**

- 10.31 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.

## **Notice After Absence from Duty**

- 10.32 Shift workers must advise the person responsible for their work at least eight hours beforehand when they intend to report for duty after being absent from duty.

The person responsible for their work team may send them home if they do not do so.

They are not entitled to any payment for the shift.

## **HANDOVER**

### **Handover**

- 10.33 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.
- 10.34 If handover is part of a shift worker's normal requirements on a shift, those shift workers are entitled to time off at the equivalent rate of 13.33 minutes for

each shift. When shift workers transfer from one roster to another, this time off must be taken in accordance with the roster system to which they are transferring. They are entitled to this time off even when they are absent from work on paid leave.

- 10.35 Handover time is to be added together during a roster cycle until it amounts to the time of a full shift. It may then be rostered to be taken off at ordinary time. Any periods in a roster cycle less than a full shift are to be carried forward to the next cycle. Employees with periods of handover time less than a full shift may be rostered off if approved by local management.
- 10.36 Any time off as a result of handover time is considered as a non-working day. Shift workers who are required to work on such a day, must be paid overtime in addition to payment for the handover shift.
- 10.37 If handover is not a normal feature of a roster, shift workers may be paid overtime if they are required to handover on a specific occasion.
- 10.38 If a roster contains shifts where handover is not a requirement, the calculation of time off will:
- (a) not be related to such shifts; and
  - (b) only relate to those shifts in the roster where handover is required.
- 10.39 Overtime shifts are not included in calculating handover time.

### **Annualised Salary**

- 10.40 Agreements on Annualised Salary, insofar as they contain provisions otherwise inconsistent with the Agreement, shall take precedence over such provisions, to the extent of such inconsistency.

The relevant Annualised Salary Loading replaces roster Loading, Weekend Penalties, Public Holidays and Shift Allowance, where applicable.

The annualised salary rate is paid for:

- time worked
- annual leave
- “H” day, where applicable
- approved study leave
- training
- secondments
- community leave
- personal leave

Work groups will be able to negotiate the extension of Annualised Salary to Long Service Leave, Sick Leave and Workers’ Compensation.

## 11. OVERTIME – DAY WORK

### What is Overtime?

11.1 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.

### How is it Calculated?

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

### What are the Rates of Pay?

11.3 Day workers must be paid the following rates for overtime:

<b>Day</b>	<b>Period</b>	<b>Rate</b>
(a) Monday to Friday	First two hours	2.0
	After two hours	
(b) Saturday (not a public holiday)	Before midday:	2.0
	- first two hours	
	- after two hours	
	After midday:	
	All hours worked	
(c) Sunday (not a public holiday)		2.0
(d) Public Holiday Pay	In ordinary working hours	2.0 + ordinary
	Outside ordinary working hours	2.0

### **Minimum Payment for Non Merging Overtime**

- 11.4 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.
- 11.5 Non merging overtime of less than four hours duration is not treated as overtime for the purposes of a 10 hours break.

### **Cancellation**

- 11.6 If Macquarie Generation 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.

### **Travel Associated with Merging Overtime**

- 11.7 Employees, who work overtime which merges with normal or rostered working hours, must have their travel to and/or from their homes arranged by Macquarie Generation, if reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with Clause 21 – Travelling Time and Fares.

### **Travel Associated with Non Merging Overtime**

- 11.8 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 11.4. 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 21 – Travelling Time and Fares, exceeds the minimum payment.

Macquarie Generation must reimburse employees for any fares incurred.

### **Telephone Allowance**

- 11.9 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 \$9.40 between 1.7.08 and 30.6.09 for each occasion they work overtime.

### **Time Off After Overtime 10 Hour Break**

11.10 Whenever reasonably practicable, Macquarie Generation must arrange overtime so that employees have at least 10 hours off duty between completing their ordinary work on one day and beginning it on the next.

11.11 If employees resume or continue work without a 10 hour break, Macquarie Generation must pay them double time until released from duty. They may then be absent until they have had a 10 hour break.

11.12 Employees must be paid at ordinary rates for any working time which occurs during this 10 hour break.

11.13 The conditions in sub-clauses 11.10 and 11.11 do not apply to overtime for which a minimum payment is applicable.

11.14 If employees:

(a) have had a 10 hour break; and

(b) are recalled to work overtime whether notified before or after leaving their place of work; and

(c) commence that overtime starting at least eight hours after their ordinary finishing time on day 1 and before 5:00am on day 2; and

(d) would normally be required to work on day 2,

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

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

### **Standing-by for Overtime**

11.16 Employees required to hold themselves in readiness to work overtime after their ordinary finishing time must be paid for at that time at ordinary rates for the period between the ordinary finishing time and the commencement of the overtime.

### **Employees Above Salary Point 35**

11.17 Employees above salary point 35 must not be paid overtime without the Chief Executive's approval.

## 12. OVERTIME – SHIFT WORK

### What is Overtime?

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

### How is it Calculated?

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

### What are the Rates of Pay?

12.3 Shift workers must be paid the following rates for overtime:

<b>Day</b>	<b>Period</b>	<b>Rate</b>
(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
(c) Sunday (not a public holiday)	After midday:	
	All hours worked	2.0
(d) Public Holiday	All hours worked	2.5

### Time Worked – During Rostered Break

12.4 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.)

### Time Worked – On Non Working Days

12.5 Employees who:

- (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.

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

### **Minimum Payment for Non Merging Overtime**

- 12.6 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.
- 12.7 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a 10 hour break.

### **Irregular Shift Work – Merging Overtime**

- 12.8 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 sub-clause 10.30
- (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.

### **Time Off After Overtime – 10 Hour Break**

- 12.9 Whenever reasonably practicable, Macquarie Generation must arrange overtime so that employees have at least 10 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.
- 12.10 If employees resume or continue work without a 10 hour break, Macquarie Generation must pay them double time until released from duty. They may then be absent until they have had a 10 hour break.
- 12.11 Employees must be paid at ordinary rates for any working time which occurs during this 10 hour break.
- 12.12 If employees are required to continue to work during part of the period they would normally stand down Macquarie Generation must pay these employees for the period of stand down not taken at overtime rates.

- 12.13 Employees who have returned home after working overtime during a rostered break are entitled to the 10 hour break provision in respect of the period before commencement of the next ordinary shift.

#### **Time Off Between Shifts**

- 12.14 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.

#### **Shift Workers Called Out – Not on Standby**

- 12.15 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 starting time of their next ordinary shift; and
- (d) continue to work up to the starting time of that shift.

If the overtime shift 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 overtime 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.

#### **Notified of Overtime Before Leaving Work**

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

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

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.

### **Telephone Allowance**

12.17 Shift workers who do not receive a standby allowance or a subsidised telephone and who are called out by telephone to work overtime must be paid an allowance of \$9.40 between 1.7.08 and 30.6.09 for each occasion they work overtime.

### **Twelve Hour maximum**

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

### **When Overtime is Not Paid**

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

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

## **13. MEAL ALLOWANCES ON OVERTIME**

### **When are Meal Allowances Paid?**

13.1 Employees must be paid allowances for meals as follows:

- (a) Day workers

<b>Time</b>	<b>Amount of Continuous Overtime</b>	<b>1.07.08 to 30.06.09</b>
Monday to Friday	1 hour 30 minutes	\$11.40
	5 hours	\$22.80
	9 hours	\$34.20
Non Working Day	4 hours or more (during hours usually worked Monday to Friday)	\$11.40
	1 hour 30 min before or after ordinary hours	\$11.40
	5 hours before or after ordinary hours	\$22.80
	9 hours or after ordinary hours	\$34.20

(b) Shift Workers

<b>Type of Overtime</b>	<b>Amount of Continuous Overtime</b>	<b>1.07.08 to 30.06.09</b>
Additional to rostered shift	1 hour 30 minutes	\$11.40
	5 hours	\$22.80
	9 hours	\$34.20
Worked on Rostered Day Off	4 hours or more (during hours worked on last rostered shift)	\$11.40
	1 hour 30 min before or after ordinary hours	\$11.40
	5 hours before or after ordinary hours	\$22.80
	9 hours or after ordinary hours	\$34.20

(c) an employee is not entitled to more than three meal allowances for any one period of continuous overtime.

(d) employees must be paid a meal allowance of \$11.40 between 1.7.08 and 30.6.09 if they have prepared a meal in readiness for working overtime which was cancelled at short notice.

**Employees Above Salary Point 35**

13.2 Employees who are above salary point 35 and who are not engaged on shift work are also entitled to meal allowances under the same conditions as apply to day workers.

**14. MEAL BREAKS – DAY WORK**

14.1 Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.

14.2 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.

**Disrupted Meal Breaks**

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

- (a) overtime for the untaken part of the meal break; and
- (b) overtime rates until such time the meal break is taken.

### **Overtime – Monday to Friday**

- 14.4 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 1 hour 30 minutes – a meal break of 20 minutes;
  - (b) after 4 hours – a second meal break of 20 minutes, but only if the employees continue the overtime for at least another hour;
  - (c) after 8 hours – a third meal break of 20 minutes, but only if the employees continue the overtime for at least another hour.
- 14.5 The meal break must be paid at the appropriate overtime rate.
- 14.6 Employees may take their first meal break:
- (a) during ordinary working hours without loss of pay if the entitlement coincides with the ordinary commencing time; or
  - (b) at the commencement of the overtime or later by arrangements with the team leader, if the period of continuous overtime begins after the ordinary finishing time.

### **Overtime – Saturday, Sunday or Public Holiday**

- 14.7 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 sub-clause 14.4.

### **Overtime – Meal Breaks Count**

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

### **Overtime – Extension of Meal Break**

- 14.9 Employees may extend meal breaks during overtime up to one hour if the supervisor agrees. The time in excess of 20 minutes is not paid.

## **15. HIGHER GRADE WORK AND PAY**

### **Obligation to Work in a Higher Grade**

- 15.1 Employees must carry out work at a higher grade as directed and must be paid in accordance with the provisions of this clause.

Employees will not be compelled to work in a higher grade, should they object to such work, if it is not reasonable or practicable for them to do so.

### **Payment for Higher Grade Work**

- 15.2 Employees must be paid higher grade pay if they are directed to carry out higher graded work for one hour or more in any one day or shift.

These employees must receive the salary specified of an employee performing the particular class of work.

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

### **Aggregation**

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

### **Payment for Leave, Sick Leave etc**

- 15.4 Employees must be paid higher grade pay during annual leave, paid sick leave, or periods of absence on accident pay if they have been paid the higher grade pay:

(a) for a continuous period of three calendar months immediately before the leave; or

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

- 15.5 No payments will be made under this clause to employees on long service leave or for payments for long service leave or retiring allowance.

- 15.6 Absences on special leave, sick leave, or accident pay, or the carrying out of lower graded work, that total not more than five working days or shifts during the three months continuous period in sub-clause 15.4(a) are not considered to break the continuity of the higher grade work.

- 15.7 If employees qualify for higher grade pay for periods in accordance with sub-clause 15.4, those periods must be taken as having been spent on higher grade

duties in calculating the rate applicable for continued higher grade duty or for absences on annual leave, sick leave or accident pay.

### **Public Holidays**

- 15.8 Employees must be paid the higher grade rate for any public holiday which occurs during a period of work for which the employees are receiving higher grade pay.
- 15.9 Employees must be paid higher grade pay for a public holiday if they receive that pay for any part of the days preceding and following the public holiday.

### **Overtime**

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

### **Lower Graded Work**

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

### **Training in Higher Grade**

- 15.13 Employees undertaking training for the purpose of gaining experience in a higher graded position must not be paid at the higher grade rate where:
- (a) the appointed occupant of the position remains on duty and retains the responsibility of the position; and
  - (b) the periods of training do not exceed a continuous period of three months.

## **Filling Vacant Positions**

15.14 Where a vacant position is acted into for a period of six months it is the intention to either fill that position permanently or the position is to be deleted.

## **16. CLOTHING AND TOOLS**

### **Basis of Issue**

16.1 Macquarie Generation must issue clothing, personal protective equipment or other articles if considered necessary.

16.2 Macquarie Generation may issue tools at its discretion.

### **Responsibility of Employee**

16.3 Employees are responsible for:

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

### **Use**

16.4 The employee must wear any clothing, or use any tools or articles issued:

- (a) only in the course of duty; and
- (b) for the purposes for which they are issued.

### **Replacement**

16.5 Macquarie Generation must replace clothing and tools when they are:

- (a) Faulty and have been returned; or
- (b) lost and the loss is accounted for satisfactorily; or
- (c) damaged by acid or other substances through no fault or negligence of the employee and become unwearable.

- 16.6 An employee must replace or pay for any item of clothing or tools lost or damaged through misuse or negligence, Macquarie Generation's decision in the matter is final.

## **17. ANNUAL LEAVE**

### **Amount of Leave**

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

- (a) *Day workers* – 140 hours
- (b) Shift workers on 7 day rotating roster – 140 hours plus:
  - (i) 35 hours after 12 months on the roster; or
  - (ii) a proportionate amount of 35 hours for periods less than 12 months on the roster
- (c) Shift workers on other than 7 day rotating roster – 140 hours.

140 hours is the equivalent of four weeks annual leave and is not intended to reduce the entitlement to leave under the Annual Holidays Act, 1944, as amended.

### **Public Holidays Falling Within a Period of Leave**

- 17.2 Annual leave does not include public holidays.

### **Rate of Pay**

- 17.3 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 10 – Shift Work is more than the ordinary shift work penalty payments.

### **When Can Leave Be Taken?**

- 17.4 By mutual agreement, an employee may take annual leave in 1, 2 or 3 separate periods:

- (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 Macquarie Generation 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. Macquarie Generation may subtract the amount of overpayment from any money payable to the employee on his or her termination without affecting its right to recover the overpayment through court proceedings.

### **Notice of Leave**

17.6 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 Macquarie Generation agrees that extenuating circumstances exist, annual leave may be approved at shorter notice.

### **Leave on Terminating Service**

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

- (a) accrued annual leave for completed years of service; or
- (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.

### **Annual Leave Special Payment**

17.8 Annual leave special payment has been incorporated into base rates of pay as set out in Clauses 3.4 - Salaries. This originally occurred at the time of the making of the Pacific Power Employees Enterprise Agreement, 1994.

## **18. LONG SERVICE LEAVE**

### **What Service Counts?**

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

- (a) actual service with Macquarie Generation;
- (b) periods of service with another employer where an agreement has been reached between Macquarie Generation and that employer;

- (c) periods specified for certain employees under the Transferred Officers Extended Leave Act, 1961, as amended;
- (d) periods of service under Clause 7 - Calculation of Service, of this Agreement.

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.

### **At What Rates Does Leave Accrued**

18.2 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 leave Act, 1955.

Transferred employees with periods of service listed in 18.1(b) and 7.1(h) 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 Macquarie Generation.

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

### **How is Leave Paid?**

18.4 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 Macquarie Generation, payment of the value of the long service leave is based on completed weeks of service.

### **When Can Leave Be Taken?**

18.5 Employees may clear long service leave as it becomes due. However, if the time of taking the leave would seriously inconvenience Macquarie Generation, then it must be postponed to a time on which both the employee and Macquarie Generation 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 Macquarie Generation in periods of not less than two weeks; or
- (b) on half pay only at a time suitable to Macquarie Generation 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 Macquarie Generation at least one month's notice before the date they intend to take long service leave.

### **Public Holidays Falling During Leave**

18.8 Long service leave does not include public holidays.

### **On Leaving Between 5 and 10 Years**

18.9 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) Macquarie Generation terminates the service of the employee for any reason; or
- (b) the employee ceases work because of illness, incapacity, or domestic or other pressing necessity; or
- (c) the employee dies.

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

### **After 10 Years**

18.10 If an employee has completed on the termination of employment at least 10 years' service which entitles the employee to long service leave, Macquarie Generation must pay the employee (or the legal representative in the case of death) a cash amount equivalent to any untaken leave.

## **19. SICK LEAVE AND ACCIDENT PAY**

### **When May Employees Be Granted Sick Leave?**

- 19.1 Employees may be granted sick 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 sub-clauses 19.16 to 19.23

**When Sick Leave Will Not be Granted**

19.2 Employees will not be granted sick leave when:

- (a) they have workers compensation approved; or
- (b) subject to section 26(1) of the Industrial Relations Act, 1996, the personal illness or injury was caused or substantially brought about by:
  - (i) the employee’s wilful act, misconduct or negligence; or
  - (ii) participation in a game involving risk of injury unless Macquarie Generation accepts that the participation is beneficial for the health and efficiency of the employee; or
  - (iii) participation in other employment.

**Amount of Sick Leave**

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

	<b>Leave on Full Pay Working Days</b>	<b>Leave on Half Pay Working Days</b>
Upon completion of three months’ service	12	12
Upon completion of twelve months’ service	12	12
Upon completion of each additional 12 months’ service	12	12

These periods are cumulative. In crediting the above amounts after the completion of each year of service, the minimum requirements of section 26 of the Industrial Relations Act, 1996 will be taken into account.

- (b) All employees transferred to Macquarie Generation under the provision of the Electricity (Pacific Power) Act, 1950, as amended, retain the sick leave credits they had at the date of transfer.

## **Calculations of Entitlements**

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

## **Calculation of an Employee's Entitlement**

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

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

## **Maximum Period of Leave**

- 19.6 The maximum period of continuous paid sick leave is ordinarily 52 weeks.
- 19.7 Macquarie Generation may approve additional sick leave with pay if:
- (a) the employee still has sick leave with pay outstanding after 52 weeks; or
  - (b) if all sick leave with pay has been exhausted but Macquarie Generation considers exceptional circumstances exist, such as the employee's length of service.

## **Leave to Count as Service**

- 19.8 Any period of sick leave, with or without pay, or leave or accident pay that Macquarie Generation approves, counts as service.

## **Retirement – Ill-health**

- 19.9 Macquarie Generation 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. A medical practitioner agreed to by Macquarie Generation and the Secretary of the union concerned, must issue a certificate to this effect.

## **Sickness During Long Service Leave and Annual Leave**

- 19.10 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 sick leave:

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

### **Public Holidays During Sick Leave**

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

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

19.12 Shift workers may elect to be paid at single time in substitution for sick 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 sick leave; and
- (c) notify Macquarie Generation of the impending absence before the shift begins; and
- (d) submit an acceptable medical certificate in accordance with sub-clause 19.18 to 19.21.

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

### **Infections Diseases**

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

- (a) treated as sick leave; or
- (b) deducted from their annual leave.

### **Accident Pay**

19.14 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.

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

- (a) have workers' compensation approved; and
- (b) comply with 19.16 to 19.22.

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

## **REGULATIONS**

### **How to Apply**

19.16 Employees must claim sick leave or accident pay on the appropriate forms.

### **Medical Examination**

19.17 If required by Macquarie Generation, employees must be examined by a medical practitioner nominated by Macquarie Generation as soon as they are physically able.

### **Absences of More Than Three Days**

19.18 Employees must submit a certificate from a medical practitioner to cover all periods of absence for which the employees' claim:

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

19.19 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 a medical practitioner nominated by Macquarie Generation, if required;
- the date the employee first consulted a medical practitioner;
- the medical practitioner's qualifications, name, address and signature;
- the date of issue of the certificate.

19.20 If the certificate does not include the nature or cause of the illness or injury, Macquarie Generation may refer the employee to a nominated medical practitioner for examination.

- 19.21 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 medical practitioner;
  - the date of the consultation; and
  - the reasons for not obtaining a certificate.
- 19.22 Sick leave or accident pay is paid to those employees only from the date on which they first consulted a medical practitioner and obtained a medical certificate. They may also be paid for a period before the consultation if the period does not exceed:
- (a) three working days which are consecutive; and
  - (b) two non-working days; and
  - (c) any public holiday; and
  - (d) any special day off related to the working of a nine day fortnight.

#### **Absences of Three Days or Less**

- 19.23 Employees must be able to prove to the satisfaction of their controlling officers that they were unable to attend for duty when claiming sick leave for three consecutive working days or less.

#### **Conversion of Half Pay**

- 19.24 If employees have any credits of sick leave on half pay, they may elect to draw on those credits for a period of sick leave supported by a medical certificate to enable them to be paid at full pay.
- 19.25 If Macquarie Generation disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and Macquarie Generation. Any medical certificate issued by that referee must be accepted by the employee and Macquarie Generation as conclusive.

Macquarie Generation must pay the fee if the referee decides in favour of the employee. The employee must pay the fee if the decision is against them.

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

19.26 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;
- (c) the anticipated period of absence.

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

## **20. PUBLIC HOLIDAYS AND PICNIC DAY**

### **Public Holidays**

20.1 The following days are observed as public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Queen's Birthday
- (h) Labour Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Picnic Day
- (l) other proclaimed holidays observed throughout New South Wales.

### **What is a Day Worker Entitled to:**

20.2 A day worker is entitled to public holidays without loss of ordinary pay if the employee is not absent without approval on the working day before and after the public holiday.

### **What is a Shift Worker Entitled to?**

20.3 A shift worker is:

- (a) paid for public holidays in accordance with Clause 10 – 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.

### **Are Public Holidays Paid During a Period of Absence?**

- 20.4 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.

### **Picnic Day**

- 20.5 Picnic Day is defined as the last Monday in November.
- 20.6 Picnic Day for Lambton Office employees will be observed on the first normal weekday business day after Boxing Day.
- 20.7 The conditions for pay set out in 20.2 to 20.4 apply to Picnic Day.

## **21. TRAVELLING TIME AND FARES**

- 21.1 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.

### **When Can it be Claimed?**

- 21.2 Employees are entitled to claim:
- (a) excess travelling time and excess fares when they:
    - (i) are required to work at a temporary headquarters; or
    - (ii) work overtime which merges with ordinary working hours
  - (b) travelling time and fares when they work overtime which:
    - (i) does not merge; or
    - (ii) is not considered to merge, with ordinary working hours.

### **Who Can Claim?**

- 21.3 Only employees at salary point 35 or below or employees who worked 40 ordinary hours per week prior to 1 June 1979 can claim excess travelling time.
- 21.4 All employees can claim for fares as set out in this clause.

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

### **Definitions**

21.6 For the purpose of this clause, the following definitions apply:

*Headquarters* means any office, workshop, power station, store, depot or other place of employment at which employees are regularly required to work, or from which their work is directly controlled and to which they have been attached.

*Temporary Headquarters* means any office, workshop, power station, substation, store, depot or other place of employment at which employees are temporarily required to work and from which their work is directly controlled (as distinct from direct supervision on the job) and to which they have been attached temporarily.

*Point Distant from Headquarters* means any place of employment at which employees are temporarily required to work which is not a temporary headquarters and where their work is directly controlled (as distinct from direct supervision on the job) from their headquarters or temporary headquarters.

### **Working at Temporary Headquarters**

21.7 Employees who are required:

- (a) to work at a temporary headquarters; and
- (b) travel between:
  - (i) home and temporary headquarters; or
  - (ii) temporary place of accommodation and temporary headquarters; or
  - (iii) one headquarters and another;

not in association with overtime:

- may apply for; and
- be paid travelling time for the period which is in excess of travelling time between their headquarters and home at their normal time of travel.

Such payments must be made having regard to 21.8.

## **Associated Excess Fares Must Also Be Paid**

- 21.8 The requirement that employees must work at a temporary headquarters must, at an employee's request, be terminated upon the employee completing a continuous period of 26 ordinary working weeks, excluding public holidays, at the temporary headquarters.

If Macquarie Generation grants approval, the period of an employee's attachment to the temporary headquarters may be extended. The period of the extension must be treated as temporary attachment for all purposes.

These provisions do not apply to periods worked at the temporary headquarters, beyond 26 ordinary working weeks, to employees who do not request the termination of such attachment.

Continuity of the 26 ordinary working weeks period shall not be considered to have been broken by periods of:

- (a) annual and long service leave
- (b) sick leave
- (c) accident leave
- (d) special leave with or without pay
- (e) temporary transfers to other headquarters or return to own headquarters for periods not exceeding four continuous working weeks including public holidays.

## **Travel – Employees Receiving Meal or Accommodation Allowances**

- 21.9 Employees must be paid for excess travelling time and excess fares, for travel between:

- (a) home and temporary headquarters; or
- (b) between one headquarters and another.

Payments must be:

- made having regard to 21.7 and 21.8; and
- where meal allowances or overnight accommodation allowances are payable for such travel.

- 21.10 Where Macquarie Generation provides employees with meals and/or accommodation for travel between:

- (a) home and temporary headquarters; or
- (b) one headquarters and another,

excess travelling time calculations will include:

- (i) the actual time for such journeys; and
- (ii) waiting time up to a maximum of three hours during the course of the journey.

#### 21.11 Waiting time:

- (a) prior to commencement; or
- (b) at the conclusion of a journey,

must not be treated as travelling time without approval of Macquarie Generation.

### **Travel to a Point Distant**

21.12 Employees who are required to work at a point distant from their headquarters or temporary headquarters and travel outside their ordinary working hours, must be paid as if they were at work for any time occupied in travelling between:

- (a) their headquarters or temporary headquarters and the distant place of work; or
- (b) their home or temporary place of accommodation and the distant place of work, less an amount equal to their normal time of travel between their home and headquarters.

They are also entitled to any excess fares.

21.13 If the work involves overtime not merging with ordinary hours, they must be paid in accordance with 21.18.

### **Is There a Maximum Amount of Travelling Time Claimable?**

21.14 When Macquarie Generation provides accommodation and/or meals, the maximum travelling time that can be claimed for travel between home and temporary headquarters, or one headquarters and another, in each period of 24 hours from the starting time of a journey, is:

- (a) 8 hours if a sleeper is provided; or
- (b) 12 hours if there is no sleeper; or

- (c) above 12 hours if no sleeper is provided and the employee is directed to use a slower means of transport than one that is available.

### **Reasonable Transport Not Available**

21.15 Employees who:

- (a) start or finish work at a temporary location; or
- (b) finish overtime

at a time when reasonable means of transport is not available, must be provided with transport by Macquarie Generation to their:

- (c) homes; or
- (d) temporary places of accommodation.

21.16 Employees must:

- (a) request that transport be provided; and
- (b) be entitled to proceed to their homes or temporary places of accommodation; and
- (c) be paid travelling time in accordance with this clause, for such travel.

For the purposes of this clause, reasonable means of transport shall not be available having regard to 21.24 and if the waiting time during the course of the journey home by available public transport after working overtime is more than one and one half-hours in excess of the waiting time which would be incurred during the course of the journey home by available public transport at ordinary ceasing time.

### **Overtime Merging with Ordinary Hours**

21.17 Employees who work overtime which:

- (a) merges; or
- (b) is considered to merge

with their ordinary working hours and travel between their:

- home and headquarters; or
- home and temporary headquarters; or

- temporary place of accommodation and temporary headquarters

must be travelling time for the period:

- (i) which exceeds the travelling time between their headquarters and home at the normal time of travel; and
- (ii) when the excess is 15 minutes or more.

Employees must also be paid excess fares associated with such travel.

### **Overtime – Not Merging with Ordinary Hours**

21.18 Employees who work overtime which:

- (a) does not merge; or
- (b) is not considered to merge

with their ordinary working hours and between their:

- home and headquarters; or
- home and temporary headquarters; or
- temporary place of accommodation and temporary headquarters

must be paid travelling time and fares.

When the time worked is paid in accordance with the minimum payment provision of Clause 11 Overtime – Day Work and Clause 12 Overtime – Shift Work, the travelling time payments must be the amount by which:

the sum of the actual time worked at the appropriate rate

plus

the entitlement to travelling time

minus

the minimum payment provisions.

21.19 The maximum amount of travelling time that can be claimed for each journey in connection with overtime is:

- (a) actual travelling time if there is no reasonable transport available
- (b) 2 hours if headquarters or temporary headquarters are at:

- Liddell
  - Bayswater
- (c) 1.5 hours if headquarters or temporary headquarters are elsewhere.

(In regard to (c) an employee can claim the actual travelling time if the employee can establish to the satisfaction of the Controlling Officer that they used public transport available in accordance with the Clause 21.23 and this involves a longer travelling time.)

### **Elected Method of Payment**

21.20 Employees may elect to have payment of their travelling time and fares calculated on the following basis in respect of journeys undertaken to all locations:

- (a) travelling time – one hour for 32.19km
- (b) fares - \$0.38 per km.

### **Election**

21.21 Employees must make the election in writing and the conditions apply from the date of receipt of the election.

The election may be changed only after:

- (a) a change in the location of the employee's permanent headquarters or home; or
- (b) a period of 12 months.

Employees, who cancel their written elections, shall not be entitled to make another election until the expiration of one year from the date of the cancellation, unless there has been a change in the location of the employee's permanent headquarters or home.

### **Method of Payment using Public Transport**

21.22 Alternatively, where public transport service is considered to be available, travelling time and fares (other than when transport provided by Macquarie Generation is used) will be calculated on the basis of travel by the fastest practicable public transport route. Any necessary walking up to 1.61km shall be paid for on the basis of 1.61km in 20 minutes. Waiting time during the course of a journey up to a period of one and one-half hours, shall be regarded as travelling time. Waiting time at the conclusion of a forward journey or prior to the commencement of a return journey, will also be regarded as travelling

time. For calculation of waiting time where employees receive meal or accommodation allowance, refer 21.11.

### **Public Transport Available**

21.23 Public transport is considered to be available where a service operates:

- (a) within 1.6km of an employee's home or temporary place of accommodation and place of work; and
- (b) within 1 hour:
  - (i) of the employee's starting and finishing times at the place of work; or
  - (ii) from the point to which Macquarie Generation provides transport for the employee after working overtime. Public transport is considered to have commenced from the time of arrival at the point of departure of the service.

It is also considered to be available if Macquarie Generation provides transport from the point at which employees are set down by public transport to their homes or temporary accommodation after working overtime. Public transport is considered to have ceased from the time transport provided by Macquarie Generation commences.

### **Public Transport Not Available**

21.24 Where public transport is not considered to be available, travelling time and fares shall be calculated on the basis of:

- (a) 38 cents per km for fares; and
- (b) one hour for 32.19km travelling time. When walking up to a maximum of 1.61km, travelling time must be paid on the basis of 1.61km in 20 minutes.

### **Transport Provided by Macquarie Generation**

21.25 Where transport is provided by Macquarie Generation travelling time must be based on the actual time of travel and the actual period of waiting time. For calculation of waiting time where employees receive meal or accommodation allowance, refer Clause 21.11. Fares are not payable in this case.

### **Ordinary and Penalty Rates**

21.26 Travelling time must be paid at:

- (a) single time on Mondays to Saturdays; or

(b) time and one-half on Sundays and public holidays

except as provided in 21.12.

### **Limitation**

21.17 Employees, living outside a radius of 40.23km from their permanent or temporary headquarters will be considered to live at the point on the circumference where transport by the nearest practicable route between their homes or temporary places of accommodation and headquarters, crosses the circumference.

This provision does not apply to employees who are receiving meal or overnight accommodation allowances as set out in 21.9.

### **Higher Grade**

21.28 Travelling time in connection with work for which an employee is receiving higher grade pay must be paid at that higher grade rate.

### **Nearest 0.1 Hour**

21.29 Payments for travelling time must be calculated to the nearest 0.1 hour on a weekly basis.

### **Flat Rate Salary**

21.30 The provisions of this clause shall apply to employees in receipt of a flat rate salary as if such employees were not in receipt of a flat rate salary.

### **Fare Limitation**

21.31 No fares are payable to employees for journeys where transport is provided by Macquarie Generation free of charge or where employees are in receipt of official car mileage allowance.

## **22. WORKING AWAY FROM HEADQUARTERS**

### **Overnight Absence from Home**

22.1 When Macquarie Generation requires employees to transfer to a temporary headquarters, it must provide them with reasonable board and lodging wherever practicable at its own expense if the period of temporary transfer means that they must be absent from their homes overnight.

Under these circumstances, Macquarie Generation must also pay each employee an allowance of \$1.50 for each night's absence.

- 22.2 Alternatively, employees may arrange their own accommodation. Macquarie Generation must pay them an allowance for the accommodation at a rate determined by Macquarie Generation.

### **Returning Home After Extended Periods Away**

- 22.3 Macquarie Generation 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 Macquarie Generation considers it economical.
- 22.4 Employees returning home from their temporary headquarters on approved weekend travel must be provided with:
- (a) first class return rail travel or an equivalent; and
  - (b) a meal allowance of \$7.40 for each forward and return journey,
- only if they have worked the full ordinary hours at the temporary headquarters on the day of travel.

## **23. GRIEVANCE AND DISPUTE PROCEDURES**

- 23.1 This Agreement recognises that employees' grievances should be resolved speedily and effectively without recourse to industrial action. It is intended that most issues will be resolved informally between employees and supervisors.

These procedures will not override Agreement provisions.

- 23.2 Employees' work-related grievances are to be dealt with as follows:
- (a) Employees or union delegates who have a grievance on any issue shall firstly raise the matter with their immediate supervisor(s).
  - (b) The supervisor(s) shall provide the necessary response 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 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 to a senior management representative.
- (e) The senior management representative and union representation will convene a grievance meeting within one week of referral, which will attempt to resolve the matter.

The meeting should include:

- Supervisor representative
  - Management representative
  - Delegate involved in grievance
  - Union official(s) or their representative
- (f) The grievance will be discussed at the meeting with a view to achieving agreement or resolution.
  - (g) Until the matter is resolved by the committee as detailed above, except where a genuine safety issue is involved, the condition that applied at the time of the dispute will remain, without interruption and without prejudice to final settlement.
  - (h) If the matter is not settled then either:
    - (i) it shall then be referred to Unions NSW for their attention so as to provide conferences of all parties with a view to reaching a solution; or
    - (ii) if agreement cannot be reached on the matter through the foregoing procedure, it may then be submitted to the Industrial Relations Commission of New South Wales.

## **24. CONSULTATIVE MECHANISMS**

### **Consultative Mechanism**

24.1 A three level consultative mechanism will be established as follows.

### **Steering Committee**

24.2 A Steering Committee comprising representatives of Macquarie Generation management, Unions NSW and unions will:

- oversee the operation of the Agreement;

- establish consultative groups as required for periods to be agreed, to achieve the objectives of the Agreement;
- consider recommendations of consultative groups;
- discuss issues that affect the industry;
- require at its meetings, a quorum of two Macquarie Generation representatives, one representative from Unions NSW and a minimum of three union officials.

### **Consultative Groups**

24.3 Consultative Groups, comprising no more than three representatives nominated by Macquarie Generation and no more than three representatives nominated by Unions NSW and unions will:

- develop and recommend to the Steering Committee strategies to achieve the objectives of the Agreement as specified by the Steering Committee;
- ensure adequate representation and expertise where required, through liaison and consultation by members of the group;
- consult with the workplace consultation groups on matters relating to the implementation of the Agreement

### **Workplace Groups**

24.4 A Workplace Group, comprising representatives from local management, local delegates and employees, will:

- provide feedback to Consultative Groups regarding the implementation of the Agreement.

## **25. CARER'S LEAVE**

### **Use of Sick Leave**

- 25.1 (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in paragraph (b) of Sub-clause 25.2, who needs the employee's care and support shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for in Clause 19 – Sick Leave and Accident Pay, for absences to provide care and support for such persons when they are ill. Such leave may be taken for a single day.
- (b) The employee shall, if required, 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. In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

25.2 The entitlement to use leave in accordance with this sub-clause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:
  - (i) a spouse of the employee; or
  - (ii) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned 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; or
  - (iii) a child or an adult child (including an adopted child, a step-child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto of the employee; or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (v) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
    - 1. "relative" means a person related by blood, marriage or affinity;
    - 2. "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
    - 3. "household" means a family group living in the same domestic dwelling
- (c) an 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 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 the employer by

telephone of such absence at the first opportunity on the day of the absence.

### **Unpaid Leave for Family Purpose**

- 25.3 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in paragraph (b) of sub-clause 25.2 who is ill.

### **Annual Leave**

- 25.4 (a) An employee may elect, with the consent of the employer, to take annual leave not exceeding ten days in single-day periods, or parts thereof, in any calendar year at a time or times agreed by the parties.
- (b) An employee may elect, with the employer's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.

### **Time Off in Lieu of Payment for Overtime**

- 25.5 (a) An employee may elect, with the consent of the employer to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) 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.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this sub-clause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Agreement.

### **Make-up Time**

- 25.6 (a) An employee may election, with the consent of the employer, 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, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, 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.

### **Rostered Days Off**

- 25.7 (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or employer.
- (d) This sub-clause is subject to the employer informing each union which is both party to the Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

### **Casual Employees**

- 25.8 (a) Subject to the evidentiary and notice requirements in paragraph (b) of sub-clause 25.1, casual employees are entitled not to be available to attend work, or to leave work if they need to care for a person prescribed in paragraph (b) of sub-clause 25.2 of this Clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employees shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of an agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee access the entitlements provided for this in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

## **26. BEREAVEMENT LEAVE**

### **Entitlement**

- 26.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on the death of a person prescribed in sub-clause 26.3.

### **Notification**

- 26.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

### **Person Prescribed**

- 26.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purpose of personal/carer's leave as set out in paragraph (b) of sub-clause 25.2 of Clause 25 – Personal Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.

Bereavement leave shall also be available to the employee in respect to the death of a parent-in-law.

### **If Other Leave Granted**

- 26.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.

### **Taken With Other Leave**

- 26.5 Bereavement leave may be taken in conjunction with other leave available under sub-clauses 25.3, 25.4, 25.5, 25.6 and 25.7 of the said Clause 25. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### **Casual Employees**

- 26.6 (a) Subject to the evidentiary and notice requirements in sub-clause 26.2, casual employees are entitled to not be available to attend work, or leave to work upon the death in Australia of a person prescribed in paragraph (b) of sub-clause 25.2 of Clause 5 – Carer's Leave.
- (b) The employer and the employee shall agree on the period of which the employee will be entitled to not be available to attend work. In

the absence of agreement, the employee is entitled to be available to work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

## **27 ANTI-DISCRIMINATION**

- 27.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 27.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provision of this Agreement are not directly or indirectly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 27.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 27.4 Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti Discrimination Act 1997;
  - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 27.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## **28. MISCELLANEOUS**

### **Lateness Exemption**

- 28.1 Employees will not have deductions made from their ordinary salaries for any periods of lateness on any day if:
- (a) the lateness is directly caused by accidental vehicle damage sustained by a motor vehicle being used by the employee when travelling to work;
  - (b) the employee(s) affected reports full details of the accident and damage to the controlling officer's inspection within a reasonable time; and
  - (c) the owner or driver of the vehicle must make the vehicle available for the Controlling Officer's inspection, if required.

### **Holding of Meeting on Macquarie Generation Premises**

- 28.2 Permission to hold any meeting on any of Macquarie Generation's premises must be requested by the employee(s) or union(s) concerned to the manager of the location.

Should a request for such a meeting not be approved, the meeting must not be held on Macquarie Generation's premises.

Unless approved by the Chief Executive, employees must not be paid for time lost attending such meetings.

## **29. LEAVE RESERVED**

Leave is reserved to the parties to negotiate outstanding annualised salary issues during the first three months of the Agreement. If no negotiated settlement is achieved, the matters may be referred to the Industrial Relations Commission for determination. Macquarie Generation will not use the "no extra claims" clause to prevent such arbitration.

Macquarie Generation remains opposed to the extension of annualised salaries to sick leave, long service leave or workers compensation.

## **30. PARENTAL LEAVE**

### **Industrial Relations Act**

- 30.1 Refer to the Industrial Relations Act 1996 (NSW).

The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

## Casual Employees

30.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

## Right to Request

30.3 (a) An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks'
- (ii) to extend the period of unpaid parental leave from a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(b) The employer 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 the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(c) Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under sub-clause 30.3(a)(ii) and 30.3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time.

Where an employee wishes to make a request under 30.3(a)(iii), 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.

#### 30.4 Communications 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, the employer 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 the employer about any significant matter that will affect the employee's decision regarding the duration of 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.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### **31. SECURE EMPLOYMENT CLAUSE**

#### (a) Objective of This Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

#### (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
  - 1. whether the employee will convert to full-time or part-time employment; and
  - 2. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
    1. A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
    2. A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
  - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

1. consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  2. provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  3. provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  4. ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

(d) Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.