Tarong Power Stations
Enterprise Agreement 2015
DECISION

*Fair Work Act 2009*

s.210—Enterprise agreement

Stanwell Corporation Limited
(AG2016/7108)

**TARONG POWER STATIONS ENTERPRISE AGREEMENT 2015**

Electrical power industry

SENIOR DEPUTY PRESIDENT HAMBERGER SYDNEY, 29 NOVEMBER 2016

*Variation of the Tarong Power Stations Enterprise Agreement 2015.*


[2] I am satisfied that each of the requirements of s.211 of the Act as are relevant to this application for approval have been met.

[3] I note that the Association of Professional Engineers, Scientists and Managers, Australia, the Australian Municipal, Administrative, Clerical and Services Union, the ‘Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union’ known as the Australian Manufacturing Workers’ Union (AMWU), the Queensland Nurses’ Union of Employees / Australian Nursing and Midwifery Federation and the Australian Institute of Marine and Power Engineers all filed statutory declarations agreeing with the applicant’s statutory declaration in support of the variation. The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia and the Construction, Forestry, Mining and Energy Union also filed statutory declarations but indicated they had not read the applicant’s statutory declaration. I note that all of these organisations continue to be covered by the Agreement as varied.

[4] The application is approved. For the purpose of s.216 of the Act, the variation will operate from the date of this decision. I note the nominal expiry date of the Agreement is 1 August 2018.

[5] A consolidated version of the Agreement as varied is issued with this decision.
WITHOUT PREJUDICE PROPOSED ENTERPRISE AGREEMENT

Stanwell Corporation Limited (ABN: 37 078 848 674)

and

The Association of Professional Engineers, Scientists and Managers Australia

and

“The Automotive, Food, Metals, Engineering, Printing & Kindred Industries Union” known as the Australian Manufacturing Workers Union (the AMWU)

and

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia. Electrical Division, Queensland and Northern Territory Divisional Branch

and

Construction, Forestry, Mining and Energy Union (Mining and Energy Division)

and

The Australian Municipal, Administrative, Clerical And Services Union

and

Australian Institute of Marine and Power Engineers' Union of Employees, Queensland

and

Queensland Nurses' Union of Employees

STANWELL CORPORATION LIMITED
TARONG POWER STATIONS
ENTERPRISE AGREEMENT 2015
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1. **PART 1 – PRELIMINARY**

1.1. **Title**

This Agreement shall be known as the Tarong Power Stations Enterprise Agreement 2015.

1.2. **Application of Agreement**

This Agreement applies to:

a) Stanwell Corporation Limited as the employer; and

b) All employees of Stanwell Corporation for whom classifications and/or rates of pay are contained in this Agreement employed at or in connection with Tarong Power Stations, or Meandu Mine; and

c) The unions signatory to this Agreement.

1.3. **Statement of Intent**

Our mission is to contribute to Queensland's prosperity through the safe and responsible provision of energy and commercial returns from business operations.

A shared prosperity based on the performance of the company and productive, meaningful and fairly compensated work for our employees is the underlying objective of this Agreement.

The guiding principals for achieving this will be:

- Our values are the framework through which we work.
- The success of the company depends on its employees.
- This Agreement will support an environment where employees have the competence and knowledge to actively participate in:
  - Identifying and solving problems;
  - Continuously improving processes and customer satisfaction;
  - Adapting to changes and the institutions that manage change; and
  - Developing ‘ownership’ of the power station.
- By focusing on continuously improving personal performance, improved business and employee outcomes will follow.
- The methods for improvement must build on the partnership values of mutual support and respect, open two way communication, consultation to ensure active participation in the process, shared success and innovative problem solving which will lead to sustainable achievements. Hand in hand with this is an understanding of each employee's desire to achieve their own individual career and life goals.
- Stanwell Corporation will provide consistency in recruitment practices by undertaking to ensure roles are not advertised externally prior to being advertised internally (they could be advertised in parallel). Where external advertising occurs, the supervisor must provide feedback on request as to why internal applicants were unsuccessful.
1.4. **Duration of Agreement**

This Agreement shall commence seven days after the Fair Work Commission approves the agreement. The nominal expiry date of this Agreement shall be 1 August 2018. All parties agree that negotiations towards renewing the Agreement will commence no later than six months prior to its expiration so as to allow the establishment of a new Enterprise Agreement.

1.5. **Relationship to Awards**

This agreement must be read and interpreted in conjunction with the Electricity Generation, Transmission and Supply Award - State 2002 as Part 7, schedule 6, provided that where there is any inconsistency between the Agreement and the Award, the Agreement shall take precedence to the extent of any inconsistency.

The parties agree to establish a working party to review Part 7, Schedule 6, the Electricity, Generation, Transmission and Supply Award over the life of this Agreement with a view to incorporating relevant clauses into the future replacement Agreement.

1.6. **Employee Training and Development**

The parties agree with respect to the training and development of employees:

- Each employee will have access to learning processes and resources to meet the needs of their position description through an agreed development plan and a set of prioritised learning opportunities.
- A training and development plan will be developed annually for an employee in their career aspirations within Stanwell Corporation.
- Where employees believe they have been denied access to training and are unable to resolve the matter directly with their Superintendent, they have the right to discuss their concerns with the Human Resources Department / Training Coordinator.
- Individual training plans will be agreed between the employer and employee in accordance with a training needs analysis for the employee and the employer. Once the training needs analysis is completed training will be provided by the employer – externally or internally, off and on the job – that matches the individual employee’s development needs.
- Adult learning principles are to be adopted.
- National and industry training standards are to be met and recognised where they are available. In the event that a national or industry standard is not available for a particular task required by the employer, the parties will develop and agree on a standard as soon as possible.
- Where an employee has obtained relevant additional skills and knowledge that are aligned to National Competency Standards, Stanwell will assist in having these skills recognised as part of a National Training Package.
- Skills and knowledge relevant to the needs of the employer are to be delivered.

1.7. **Training and Development of Professional Engineers**

The employer is committed to the ongoing development of employees who are employed as professional engineers and positions which require ongoing professional development. The employer has in place a number of policies which
give effect to this commitment and will continue to develop and apply those policies.

1.8. **Individual Employment Arrangements**

The parties acknowledge that, prior to the approval of this Agreement, a number of employees (some under the levels prescribed in Clause 1.9) were employed under individual employment arrangements.

Such employees will be covered by clause 2.7 of this Agreement.

1.9. **Alternative Employment Arrangements**

The employer may offer employment under an alternative employment arrangement to employees engaged at a job grading of 10 or more at Tarong Power Stations, or Meandu Mine.

However, this provision shall not apply unless employees have been offered and have accepted alternative employment arrangements in accordance with this clause. Any such arrangement must be made on an individual basis and shall not automatically be extended to a new or continuing employee subsequently appointed to the position. Any agreement introduced under this clause shall be subject to the guidelines listed below.

Guidelines:

(a) Every alternative employment arrangement introduced under these provisions, will be subject to the “Better Off Overall Test” applied to Enterprise Agreements, currently provided for in the Act in that an alternative employment arrangement must not disadvantage employees in relation to their Agreement employment conditions. An alternative employment arrangement would disadvantage employees in relation to employment conditions if it reduces an employee’s overall employment conditions under this Agreement.

(b) An alternative employment arrangement shall only be introduced following consultation and endorsement by those employees to be covered by the arrangement. Employees may at any time, seek assistance or advice from a union representative or official on matters associated with the alternative employment arrangement.

(c) Employees who accept an alternative employment arrangement will be exempt from the following provisions contained in Part 7, Schedule 6 of the Agreement.

<table>
<thead>
<tr>
<th>Clause No</th>
<th>Name of Clause</th>
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<tbody>
<tr>
<td>4.4.2</td>
<td>Termination by Employer</td>
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<td>4.4.3</td>
<td>Notice of Termination by Employee</td>
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<td>5.8</td>
<td>Salary Payment</td>
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5.6 Classification Definitions – Production Stream  
5.7 Salary Points and Rates  
5.9 Higher Duties  
5.10 Disability Allowances  
5.11 Expense Reimbursement Allowances  
5.12 Ability Allowances  
5.13 First Aid  
6.1 Hours of Work – Meal Break  
6.2 Overtime  
6.3 Meal Break, Crib Break, Meal Allowance  
6.4 Rest Pauses  
6.5 Shift Work  
6.6 Emergency Work – Availability Duty  
10.1 Tools of Trade  
10.2 Work in the Rain

Employees who accept an alternative employment arrangement will also be exempt from the following provisions contained in this Agreement.

<table>
<thead>
<tr>
<th>Clause No</th>
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<tbody>
<tr>
<td>2.1.2</td>
<td>Termination by Employer</td>
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<td>2.1.3</td>
<td>Notice of Termination by Employee</td>
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<tr>
<td>2.2</td>
<td>Method of Payment</td>
</tr>
<tr>
<td>3.2.2</td>
<td>Classification Structure</td>
</tr>
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<td>3.2.3</td>
<td>Wage Increases</td>
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<td>3.3.2</td>
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<td>3.3.3</td>
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<td>3.4</td>
<td>Allowances</td>
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<tr>
<td>4.1</td>
<td>Ordinary Hours of Work</td>
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<td>4.2</td>
<td>Day Workers</td>
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<td>4.3</td>
<td>Ten Day Fortnight</td>
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<tr>
<td>4.4</td>
<td>Overtime</td>
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<td>4.5</td>
<td>Meal Break, Crib Break, Meal Allowance</td>
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<tr>
<td>4.6</td>
<td>Rest Pauses</td>
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<tr>
<td>4.7</td>
<td>Shift Work</td>
</tr>
</tbody>
</table>
Clause No | Name of Clause
--- | ---
4.11 | Work Rosters
6.4 | Higher Duties
6.7 | Short-term Shift Work

d) Subject to the withdrawal arrangements as outlined in paragraphs (e) and (f) below, employees remain covered by the alternative employment arrangement made under these provisions.

e) At any stage an employer or employee, may give notice of their intention to withdraw from the alternative employment arrangement. An employee is required to give a minimum of 30 days notice and the employer is required to give a minimum of 3 months notice. At the expiry of the relevant notice period, the arrangement will cease to apply and the provisions of this or any replacement Enterprise Agreement will apply. An employee withdrawing from an alternative employment arrangement may nominate whether the employee would undertake a 36.25 hour week/nine day fortnight or a 40 hour week/10 day fortnight in accordance with clause 4.3 of this Agreement.

f) In exceptional circumstances, (such as, but not limited to, health, family, religious grounds etc.) the employer may permit employees to withdraw from an arrangement developed under these provisions prior to the expiry of the 30 days notice. When such approval is granted, employees will revert to the provisions of this or any replacement Enterprise Agreement. Approval under this provision shall not be unreasonably withheld by the employer.

g) Notwithstanding paragraph (c) above, an employee on an alternative employment arrangement will receive a base rate of 15.5% more than the rate contained in this Agreement.

For the purposes of this clause an employee’s base rate will include any motor vehicle allowance, car parking benefit or health benefit provided to the employee by the employer. However, such base rate shall be exclusive of any lump sum incentives which may be payable to the employee.

1.10. **Single Bargaining Unit Consultative Committee**

The Single Bargaining Unit Consultative Committee will have a charter and terms of reference as agreed to by the Committee.

The Single Bargaining Unit Consultative Committee plays a vital role in overseeing the Agreement. The concept of a consultative body will continue with the following direction:

- Ensure effective input into the application of this Agreement and its effect on employees over the period of its operation.

- Provide a consultative forum for employees and management to have effective input into the following issues.
  - increasing the efficiency, productivity and competitiveness of the enterprise
  - enhance the career opportunities and job security of employees
  - future plans and the introduction of new technologies.
• As part of the employer’s commitment to permanent employment and manageable workloads “staffing” will be a standing agenda item on the Single Bargaining Unit Consultative Committee.

At Tarong, this peak consultative body will be known as the Single Bargaining Unit Consultative Committee and will consist of union delegates and management representatives. It will meet on a regular basis for the purpose of information exchange and discussion of site and corporate issues that will or have the potential to affect the workforce.

It is recognised that information provided to union delegates on the Single Bargaining Unit Consultative Committee does not satisfy the company’s obligations to consult with the State union parties to this Agreement.

For reviews or restructures that may impact on employees, managers will present a process for discussion outlining the benefits to the organisation; the employees; who the stakeholders are and the expected consultative time frame.

1.11. Posting of Agreement

Copies of this Agreement will be available for employees upon request as well as being able to access on the Stanwell intranet site.

2. PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT


2.1.1. Statement of Employment

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

2.1.2. Termination by Employer

(a) In order to terminate the employment of an employee the employer shall give the following notice:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
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</thead>
<tbody>
<tr>
<td>Not more than one year</td>
<td>One week</td>
</tr>
<tr>
<td>More than one year, but not more than three years</td>
<td>Two weeks</td>
</tr>
<tr>
<td>More than three years, but not more than five years</td>
<td>Three weeks</td>
</tr>
<tr>
<td>More than five years</td>
<td>Four weeks</td>
</tr>
</tbody>
</table>

Provided that the notice shall be continued from week to week and that it shall not be counted as annual leave.

(b) In addition to the notice in clause 2.1.2(a), employees over 45 years of age at the time of giving of notice and with not less than two years' continuous service, shall be entitled to an additional week's notice.
(c) Payment in lieu of notice shall be made if the appropriate notice is not given.

Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) Compensation must at least equal the total of the amount the employer would have been liable to pay the employee if the employees employment had continued until the end of the required notice period.

The total must be calculated on the basis of:
(i) the ordinary time rate of pay for the employee; and
(ii) the amounts payable to the employee for the hours, including (for example) allowances, loadings and penalties; and
(iii) any other amounts payable under the employee's contract of employment.

(e) The period of notice in clause 2.1.2(a) shall not apply in the case of dismissal for serious misconduct as defined by the Fair Work Act 2009 or other grounds that justify instant dismissal, in the case of seasonal employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

2.1.3. Notice of Termination by Employee

An employee shall give the employer a minimum of two week's notice of termination of employment. Notice of up to four weeks is desirable if the employee can provide it.

If an employee fails to give two week's notice the employer shall have the right to withhold monies due to the employee to a maximum amount equal to two weeks.

2.1.4. Time Off During Notice Period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day of time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

2.1.5. Payout of Personal Leave on Retirement

All employees who retire from their employment with the employer will receive payment equal to half of their accrued personal leave up to a maximum payment of 26 weeks pay. Additional personal leave provided in clause 5.3.1 will not be included in any pay out of personal leave on retirement. The definition of retirement is in accordance with the superannuation guarantee legislation.

2.2. Method of Payment

The payment of salaries will be by electronic funds transfer to the employee's credit,
into any Bank, Credit Union, Permanent Building society or other financial institution (maximum of four separate accounts) once each week or as agreed between the parties.

The employer will meet any costs incurred by the electronic funds transfer of salary into the employee’s nominated account/s.

2.3. Grievance or Dispute Settling Process

(a) One of the fundamental objectives of this Agreement is to eliminate lost time in the event of a grievance or dispute arising, and that it is in the best interests of all parties to achieve prompt resolution of grievances and disputes.

(b) The most effective procedure to achieve that is for the responsibility for the resolution of the grievance or dispute to remain as close as possible to the source of the grievance or dispute. However, an employee or the Employer may choose, at any time, to have a representative (including union representative) involved in the dispute settling procedure.

(c) The matters to be dealt with in those procedures shall include all grievances or disputes between an employee and the Employer in respect of any matter arising under the Agreement, any matter arising under the National Employment Standards and any matter pertaining to the relationship between the employee and the Employer. Such procedures shall apply to a single employee or to any number of employees.

(d) In the event of an employee having a grievance or dispute, then:

(1) In the first instance the employee will attempt to resolve the matter with their immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances.

(2) If the grievance or dispute is not resolved, the employee or, if the employee so chooses, the employee’s representative, may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee’s representative.

If the grievance or dispute concerns alleged actions by the supervisor referred to in Step (1) or (2), then the employee can bypass the relevant Step of the procedure and refer the matter to Step (3) for discussion.

(3) If no agreement is reached at Step 2 the matter shall be reported to the State Officials of the relevant Industrial Organisation/s or a nominated representative and the appropriate employer manager or a nominated representative thereof for their joint consideration.

(4) If the grievance or dispute is still unresolved after discussion mentioned above, either party may refer the grievance or dispute to the Fair Work Commission for conciliation and, if necessary, arbitration. If arbitration is necessary, the Fair Work Commission may use all of the powers available to it under the Act.

(e) All parties shall give due consideration to matters raised or any suggestion or
recommendation made by the Fair Work Commission with a view to the prompt settlement of the dispute.

(f) A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

(g) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

(h) An employee who is a party to a dispute must, while the dispute is being resolved:

(1) continue to work in accordance with this Agreement, unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and

(2) comply with any reasonable direction given by the Employer to perform other available work, either at the same workplace or at another workplace.

(i) The status quo or other without prejudice agreed work practices will be maintained while the dispute resolution procedure is being followed.

(j) Discussions at any stage of the procedure will not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it will be open to either party to refer the dispute to the Fair Work Commission.

(k) Subject to the mutual agreement of the parties an alternative body can be utilised to assist in resolving any grievance or dispute.

2.4. Union Representatives

2.4.1. Appointment of Union Representatives

Upon receiving written advice from the Branch Secretary of the Union (hereinafter referred to as the Union) that a member has been appointed to act as a union representative at a workplace, or section of a workplace, the employer shall recognise such person as accredited by the Union for as long as the employee remains so appointed and remains attached to that workplace.

2.4.2. Duties of a Union Representative

A union representative shall be allowed such reasonable time during working hours, as may be agreed between the employer and the union representative concerned, to:

(a) discuss with the union members at the workplace at which they are union representatives, matters relative to working conditions and other matters, with a view to avoiding industrial disputation;
(b) discuss with duly accredited full-time officers of the union matters referred to above;

(c) discuss with the employer, matters raised by members affecting their employment at the workplace.

2.4.3. Union Access

A union representative may be allowed reasonable access to facilities needed to perform their function, as may be agreed between the employer and the union representative concerned. Access as agreed may be subject to such reasonable conditions and limitations as the employer may impose.

2.5. Union Encouragement

The parties recognise that effective Management and Industrial representation will play a constructive role in the enterprise and they are important contributors in maintaining a stable, safe and efficient work environment.

A reasonable and effective relationship between all employees and their industrial representatives is seen as desirable and will be pursued.

To achieve this, the parties will establish a partnership based on the opportunity available through this Agreement to develop a positive workplace culture by employees being able to

- join or maintain membership of one of the Industrial Organisations party to this Agreement; and
- take an active interest in Industrial Organisation matters in the workplace; and
- exercise their rights under the rules of that Industrial Organisation.

2.5.1. Union Delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited union delegates and/or job representatives in the reasonable and responsible performance of their duties.

2.6. Health and Safety

A safe and healthy working environment will be maintained by the employer by ensuring compliance with statutory requirements and by adopting a proactive approach to risk minimisation.

Activities associated with the promotion of a healthy and safe working environment are coordinated by the Health Safety and Environment Team through the Health and Safety Committee. The activities of this committee are supported by the workforce through team safety meetings.
The composition of the health and safety committee includes representatives from the teams and one management representative.

The employer is committed to ensuring the health and safety of our employees, contractors, and visitors on site. To this end the employer will ensure that where a policy and/or procedure in respect of fitness for work applies, and that policy and/or procedure is more generous to employees, then the employer and employees will comply with that policy and/or procedure.

2.7. Employment Security

There will be no forced retrenchments during the life of this Agreement.

In the event that an employee’s job diminishes or ceases, the employee will be offered an alternative position pursuant to the provisions of the redundancy agreement as contained in schedule 2, section 10 (b) and (c).

2.8. Apprentices and Trainees

The employer commits to the training of apprentices/trainees. In addition the employer will consider retaining apprentices/trainees on completion of their apprenticeship/traineeship subject to economic circumstances prevailing at the time, continuing work demand and the successful performance of the individual apprentice/trainee. Any offers of continuing employment will be at the discretion of the employer.

In addition the employer will ensure that with respect to all apprentices/trainees, including group scheme apprentices/trainees assigned to the employer as host employer all work related travel, accommodation and meals are provided at the employer’s expense, in accordance with the Remaining Away from Home Provisions attached as schedule 6 to this Agreement. Further, the employer will meet the cost of all compulsory fees associated with training and tuition.

Where an apprentice/trainee, including group scheme apprentices/trainees assigned to the employer as host employer, is required to temporarily relocate from home base to undertake block release training at a Technical and Further Education College (TAFE) or Registered Training Organisation, the employer may engage a Group Training Organisation after consultation with relevant parties to arrange and pay for accommodation, meals and travel to the standards specified within the clauses for such apprentices/trainees. Apprentices/trainees will present any subsidy received for such as accommodation, meals and travel to the employer.

It is agreed that the standard of accommodation will be based on the following arrangements:
- clean maintained rooms provided on a twin share basis in dormitory/guest house style accommodation or
- holiday apartments where meals can be provided or arranged.

Where the employer has current apprentices/trainees, employed under a group training scheme, the employer will ensure that all applicable apprentices/trainees are offered training to achieve Electrical Fitter Mechanic certification on completion of their current training.
2.9. **Adult Apprentices/Trainees**

Where an adult person becomes an apprentice/trainee and they were not employed by the employer immediately prior to becoming an apprentice/trainee, they shall receive at least the National Minimum Wage or the rate prescribed for the relevant level of apprenticeship/traineeship, whichever is the greater.

An adult person who was employed by the employer immediately prior to becoming an adult apprentice/trainee shall be entitled to maintain the rate of pay applicable to their classification (excluding casual loading) immediately prior to becoming an apprentice/trainee, as varied by the terms of this Agreement or the rate of pay applicable to such adult apprentices and/or trainees for the relevant level of the apprenticeship/traineeship which ever is the greater.

2.10. **Individual Flexibility**

1) An employer and employee covered by this enterprise agreement may agree to make an arrangement (individual flexibility arrangement) varying the effect of terms of the agreement in relation to the employee and the employer, in order to meet the genuine needs of the employee and employer:

2) The terms that may be varied are:

   - Parental Leave (For example, the employer and the employee may agree that the maximum period of unpaid parental leave be increased);
   - Long Service Leave (For example, the employer and the employee may agree to periods of Long Service Leave at half pay).

3) Any individual flexibility arrangement agreed to under this enterprise agreement must be genuinely agreed to by the employer and the employee;

4) The employer must not exert undue influence or undue pressure on an employee in relation to the making of an individual flexibility arrangement;

5) Where the employer seeks to enter into an individual flexibility arrangement, the employer must provide a written proposal to the employee. Where the employee’s understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

6) The employer must ensure that the terms of the individual flexibility arrangement:
   (a) be about matters that would be permitted matters if the arrangement were an enterprise agreement; and
   (b) not include a term that would be an unlawful term if the arrangement were an enterprise agreement; and
   (c) result in the employee being better off overall than the employee would have been if no individual arrangement were agreed to; and
   (d) be in writing and signed:
      (i) in all cases - by the employee and the employer; and
      (ii) if the employee is under 18 - by a parent or guardian of the employee;
(e) name the parties to the agreement; and
(f) state each term of this agreement that the employer and the employee have agreed to vary the effect of; and
(g) detail how the effect of each term has been varied by the individual flexibility arrangement; and
(h) detail how the individual flexibility agreement results in the employee being better off overall in relation to the employee’s terms and conditions of employment; and
(i) state the date the agreement commences to operate; and
(j) be able to be terminated:
   (i) by either the employee, or the employer, giving written notice of not more than 28 days; or
   (ii) by the employee and the employer at any time if they agree, in writing, to the termination.

7) The employer must ensure that a copy of any individual flexibility arrangement agreed to under this agreement is given to the employee within 14 days after it is agreed to.

2.11. Consultation Term

Where there is an inconsistency between this consultation clause and/or other clauses and provisions prescribed in this Agreement and the Model Consultation Clause (refer Schedule 7); the Agreement shall take precedence to the extent of any inconsistency. Including the continuing operation of the term preliminary decision as stated in 2.11.1 below.

1) This term applies if:
   (a) the employer has made a preliminary decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
   (b) the change is likely to have a significant effect on employees of the enterprise.

2) The employer must notify the relevant employees and unions covered by this agreement of the preliminary decision to introduce the major change.

3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

4) If:
   (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
   (b) the employee or employees advise the employer of the identity of the representative;
   the employer must recognise the representative.

5) As soon as practicable after making its preliminary decision, the employer must:
(a) discuss with the relevant employees and unions covered by this Agreement:
   (i) the introduction of the change; and
   (ii) the effect the change is likely to have on the employees; and
   (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion -- provide, in writing, to the relevant employees and unions covered by this agreement:
   (i) all relevant information about the change including the nature of the change proposed; and
   (ii) information about the expected effects of the change on the employees; and
   (iii) any other matters likely to affect the employees.

6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees and unions covered by this Agreement.

7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and unions covered by this Agreement.

8) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub clauses (2), (3) and (5) are taken not to apply.

9) In this term, a major change is likely to have a significant effect on employees if it results in:
   (a) the termination of the employment of employees; or
   (b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
   (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
   (d) the alteration of hours of work; or
   (e) the need to retrain employees; or
   (f) the need to relocate employees to another workplace; or
   (g) the restructuring of jobs.

10) In this term, relevant employees means the employees who may be affected by the major change.

3. PART THREE – DEFINITIONS, SALARIES AND ALLOWANCES

3.1. Definitions

3.1.1. Production Work

Production Work includes all work associated with the production of electricity and associated maintenance of the plant and technical support.
functions in these areas at Tarong Power Stations, and Meandu Mine, other than that defined by, support work and other work as defined below.

3.1.2. Other work

Other Work is work of an intermittent nature excluding Production Work. It includes:

Service and intermittent maintenance of:
- Lifts
- Air conditioning and ventilation systems
- Plumbing and drainage
- Lighting and general purpose power circuits
- Vehicles
- Mobile Plant
- Computer Systems
- Fire Protection Systems
- Office Equipment
- Communications Equipment

Specialist services such as:
- Conveyor belt installation and splicing
- Radiography, Non-destructive testing
- On-line sealing of steam leaks
- Simulator Upgrading
- Monorail and hoist inspections

And
- Canteen services
- Security Services
- Cleaning (excluding cleaning work associated with clause 3.1.1)
- Ground and building maintenance

3.1.3. Support Work

Support Work is the work involved in providing any function or service to Production and/or Other Work as defined above, and/or to the employer and/or management.

3.1.4. Tarong Power Stations

Tarong Power Stations are the 1843MW coal fired Power Stations situated on premises approximately 20 kilometres south west of Nanango, South East Queensland, which is owned and operated by Stanwell Corporation Limited.

3.1.5. Meandu Mine

Meandu Mine is owned by Stanwell Corporation and supplies up to seven
million tonnes of coal per year to the adjacent Tarong Power Stations.

3.1.6. Production Employee

An employee who undertakes work associated with the production of electricity and associated maintenance of the unit and auxiliary plant and technical support functions.

3.1.7. Operations Employee

An employee who performs shift work involving operation and control of the units and auxiliary plant.

3.1.8. Support Employee

An employee involved in support activities including Administration, Supply, Human Resources, Commercial and other miscellaneous functions performed for Stanwell Corporation.

3.1.9. Operations Rosters

The Operations Rosters provide for a continuous 24 hour, seven day roster.

Further Operations rosters may be defined from time to time by agreement between the employer and at least 60% of the directly affected employees.

3.1.10. Single Bargaining Unit

Single Bargaining Unit shall mean the workforce’s elected representatives of the unions signatory to this Agreement.

3.1.11. Mutual Agreement

Shall mean agreement, which has been arrived at between directly affected employees and relevant management without duress being applied to either party.

3.1.12. Consultation

Shall mean the timely exchange of relevant information and ideas in such a manner that the parties have the actual and genuine opportunity to influence the process and outcome without duress being applied to either party.

3.1.13. Status Quo

Shall mean the circumstances that existed prior to any change being implemented if notification of a dispute is made within 30 days of the change.

3.1.14. Act

Shall mean the *Fair Work Act 2009*.

### 3.2. Salary Levels and Rates
3.2.1. General

All jobs have current position descriptions which have been evaluated according to the Mercer, Cullen, Egan and Dell (MCED) remuneration system. The system involves wage levels being determined according to an agreed job evaluation process.

All position descriptions, assessments, job grades covered by this Agreement, names and numbers of employees in each job grade will be available from site Human Resources and/or on the intranet site.

3.2.2. Classification Structure

All positions have been evaluated according to the MCED remuneration system and allocated a grade from one to 12.

The grading structure and appropriate rates of pay are set out in the table in clause 3.2.3.

The parties to this Agreement agree that new entry level qualifications may be included in this table from time to time. However, the inclusion of any new entry level qualifications will not result in an existing entry level qualification being reduced in job grading or removed.

This grading structure and the associated wages replace in total the provisions of clauses 5.1 to 5.9 of the Electricity Generation, Transmission and Supply Award – State.

Where a position description is modified (eg. through an organisational restructure) the employer guarantees wherever possible, to reach agreement with the individual concerned and the relevant union parties to this Agreement on the form of the modification. If agreement cannot be reached the grievance and disputes procedure will be applied (clause 2.3). The existing position description will continue to operate until a resolution has been reached under the disputes procedure.

3.2.3. Wage Increases

The salary and wage rates shall be increased by 3% on the first full pay period following Fair Work Commission approval backdated to 1 August 2015, and by 3% on the first pay period 1 August 2016, and by 3% on the first pay period 1 August 2017.
Wage Increases

<table>
<thead>
<tr>
<th>Grade</th>
<th>Mercer points</th>
<th>First Pay Period 2014/2015</th>
<th>36.25 Hr Week</th>
<th>40 Hr Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1-Aug-14 1-Aug-15</td>
<td>1-Aug-16 1-Aug-17</td>
<td>1-Aug-15 1-Aug-16 1-Aug-17</td>
</tr>
<tr>
<td>1</td>
<td>48,029</td>
<td>$49,149 $51,327 $52,867</td>
<td>$55,425 $56,767 $59,283</td>
<td>$61,062</td>
</tr>
<tr>
<td>2</td>
<td>53,413</td>
<td>$54,694 $57,039 $58,750</td>
<td>$61,643 $63,172 $65,880</td>
<td>$67,857</td>
</tr>
<tr>
<td>3</td>
<td>58,350</td>
<td>$59,779 $62,277 $64,145</td>
<td>$67,346 $69,045 $71,930</td>
<td>$74,088</td>
</tr>
<tr>
<td>4</td>
<td>64,033</td>
<td>$65,633 $68,306 $70,356</td>
<td>$73,909 $75,806 $78,894</td>
<td>$81,261</td>
</tr>
<tr>
<td>5</td>
<td>71,060</td>
<td>$72,871 $75,761 $78,034</td>
<td>$82,026 $84,166 $87,504</td>
<td>$90,130</td>
</tr>
<tr>
<td>6</td>
<td>78,088</td>
<td>$80,109 $83,216 $85,713</td>
<td>$90,143 $92,526 $96,115</td>
<td>$98,998</td>
</tr>
<tr>
<td>7</td>
<td>85,874</td>
<td>$88,129 $91,477 $94,221</td>
<td>$99,136 $101,789 $105,656</td>
<td>$108,826</td>
</tr>
<tr>
<td>8</td>
<td>95,750</td>
<td>$98,302 $101,955 $105,014</td>
<td>$110,543 $113,538 $117,758</td>
<td>$121,291</td>
</tr>
<tr>
<td>9</td>
<td>109,061</td>
<td>$112,011 $116,076 $119,558</td>
<td>$125,917 $129,373 $134,068</td>
<td>$138,090</td>
</tr>
<tr>
<td>10</td>
<td>121,169</td>
<td>$124,483 $128,922 $132,789</td>
<td>$139,902 $143,777 $148,904</td>
<td>$153,372</td>
</tr>
<tr>
<td>11</td>
<td>135,525</td>
<td>$139,269 $144,152 $148,476</td>
<td>$156,483 $160,856 $166,495</td>
<td>$171,490</td>
</tr>
<tr>
<td>12</td>
<td>154,375</td>
<td>$158,685 $164,150 $169,074</td>
<td>$178,255 $183,281 $189,593</td>
<td>$195,281</td>
</tr>
</tbody>
</table>

The above classification rates incorporate the Electricity Allowance $664 from 1 August 2016. Bank fees have been incorporated into Powerstation Work Allowance Group A and Group B from 1 August 2015.

### 3.2.4. Productivity Initiatives

The parties to this Agreement understand and support the need for continuous business and productivity improvement; accordingly employees agree to participate constructively on the following productivity initiatives:

<table>
<thead>
<tr>
<th>Title of the Initiative</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resource Flexibility / Utilisation</td>
<td>• Recognition that TN and TPS are a single site.</td>
</tr>
<tr>
<td></td>
<td>• Commitment to utilise employees skills within their position description (including peripheral competencies) to work across all plant areas wherever familiar, qualified and competent with that plant.</td>
</tr>
<tr>
<td></td>
<td>• Recognition of the importance of good planning/scheduling and the commitment to support the planning/scheduling process.</td>
</tr>
<tr>
<td>Commitment to Attendance of Scheduled Training</td>
<td>• Commitment to minimise non attendance of scheduled training and ensure that correct feedback for any non attendance is given, in advance where possible.</td>
</tr>
</tbody>
</table>

### 3.2.5. Incentive Scheme

Employees, including Group Training Organisation apprentices/trainees, are able to achieve an annual lump sum incentive payment of up to 12% of their base rate as at 30 June.
This incentive scheme is based on the following principles:

(i) The incentive payment is linked to Corporate, Business Unit and Team performance over the period 1 July to 30 June.

The incentive payment of up to 12% is calculated as follows:

8% Linked to the attainment of Team Based measures and targets
2% Linked to the attainment of Corporate measures and targets
2% Linked to the attainment of Business Unit measures and targets

(ii) A determination of the Corporate and Business Unit measures and targets is at the sole discretion of the employer. Appropriate Team Based measures and targets linked to Corporate and Business Unit performance will be discussed by management with the members of each team. Management and the majority of the members of each team will reach agreement on the measures and targets.

(iii) Any payments to employees under the Incentive Scheme will be made as soon as possible following 30 June and after the measures and targets have been assessed and the incentive calculated. It is expected that this payment would be made to employees by 30 September.

(iv) Although apprentices/trainees are not a member of any team, they will receive an average of the KPI results of all maintenance teams. The calculation for incentive will be pro-rata according to time spent at Stanwell workplaces.

3.2.6. New Employees

New employees to Tarong Power Stations, and Meandu Mine will be engaged at a minimum base rate equivalent to at least 95% of the job grading rate for the position being occupied.

A new employee will progress to the job grading rate within 12 months of commencement in the position subject to the successful completion of appropriate employee development. This requires the employee to be able to undertake the duties outlined in the relevant position description and to successfully complete site, safety and equal employment opportunity induction. The employer will provide opportunities for training to enable the employee to undertake the appropriate development to enable them to achieve the above requirements. If these training opportunities are not provided within 12 months of commencement and therefore limit the employee’s ability to carry out the appropriate duties, the employee will advance to a 100% of the job grading rate of the position. The employee will still remain committed to completing the development activities at the earliest opportunity.

3.2.7. Joint Appraisal Group

The parties will establish a Joint Appraisal Group. The Joint Appraisal Group will be called together by the employer representative, and will comprise one employer and one employee representative.
The employer representatives will be from Human Resources, as nominated by Stanwell.

The employee representatives will be defined as two Single Bargaining Unit representatives and another four employees who are elected from the workforce bound by the Agreement, following an initial self nomination process.

The employer and employee representatives (to a maximum of six in order to cover multiple workplaces) will be trained and accredited in the MCED process.

One subject matter expert, as agreed by the employer and employee representative in the Joint Appraisal Group at that time, will also be called upon to provide additional subject information to the employer and employee representatives completing the job evaluation.

The Joint Appraisal Group, upon request from an employee or supervisor, may be required to assist the employee or supervisor in understanding the work evaluation process; in writing position descriptions and to progress matters through the Joint Appraisal Group.

The role of the Joint Appraisal Group is to:

(a) evaluate under the MCED system any new position descriptions developed by the employer for positions covered by the Agreement;
(b) re-evaluate position descriptions where there has been a change in the position;
(c) upon request by the employer or an employee or a union party to this Agreement, review the evaluation of an existing position description covered by the Agreement.

A review pursuant to (a), (b) and (c) above will not result in a reduction in the employee’s base rate. If such a review occurs employees will receive future wage increases in accordance with clause 3.2.3.

3.2.8. Disputes Procedure Joint Appraisal Group

If the parties cannot resolve a dispute relating to an employee’s classification or base rate, an employer nominated MCED accredited consultant and a MCED accredited Stanwell Corporation employee nominated by the aggrieved employee will be asked to determine the dispute.

If the employee or the employer does not accept this determination, or the contents of a new position description, the grievance and disputes clause contained in this Agreement will be applied.

3.2.9. Salary Sacrificing

Employees may elect to salary sacrifice a portion of their salary towards a range of benefits currently offered by the employer including employee superannuation contributions and discretionary payments into superannuation. Additional benefits offered are those agreed between Stanwell and its service provider. Salary sacrificing benefits must be deemed acceptable by the Australian Taxation Office, accordingly these benefits may
vary from time to time.

All salary-sacrificing options will be subject to the requirements of the tax laws, Australian Taxation Office rulings, guidelines, practice and approved by the employer practices, all of which may change from time to time.

The following principles are to apply to employees who wish to avail themselves of Salary Sacrificing:

(a) Salary Sacrificing Principles

The following principles are to apply to employees who wish to Salary Sacrifice:

(a) as part of the salary sacrificing arrangements, all costs associated with providing salary packaging will be a cost to the employee, for example Fringe Benefits Tax (FBT) and fees charged by an external salary packaging provider;

(b) Salary Sacrificing is introduced on an individual basis only at the request of the employee;

(c) there will be no additional significant increase in administration costs to the employer as a result of salary sacrificing;

(d) increases or variations in taxation as a result of Salary Sacrificing arrangements are to be passed to employees as part of the salary sacrifice;

(e) it is recommended that employees gain independent financial advice prior to taking up a salary sacrifice arrangement;

(f) an employee may at any time elect to withdraw from such Salary Sacrifice arrangements and if that occurs, the employee's minimum entitlement shall revert to the salary rate applicable to the employee's classification as specified under this Agreement, Clause 3.1 Definitions and 3.2 Salary Levels and Rates.

(b) Definition of Salary for Salary Sacrifice Purposes

The employee's salary for superannuation purposes (for those employees in Defined Benefits Section of the Energy Super Fund) and severance and termination payments will be the gross salary, which the employee would receive if not taking part in salary sacrifice arrangements.

Except where an employee elects to Salary Sacrifice Employee Superannuation Contributions and this is available, the employee's adjusted (reduced) salary is deemed to be the employee's minimum entitlement to salary under this Agreement.

3.3. Progression

Upon engagement an employee will be appointed to a position which has been evaluated and graded according to the classification structure contained in clause 3.2.3. Progression from one grade to another may occur in the following ways:

(a) the position the employee occupies being re-evaluated to a higher grade because of structural, technological or other changes;
(b) the employee successfully applying for a position at a higher grade;
(c) the employee acquires skills or undertakes duties which necessitate the position being re-evaluated to a higher grade.

Where employees have a concern that their position description does not adequately reflect their role, they should document the differences and discuss them with their superintendent/manager. If it is agreed that the role has changed, the position description will be re-written to reflect the new role and evaluated by the joint appraisal group.

Where an evaluation moves a job to a higher grade the employee’s classification will move to the higher grade.

3.3.1. Process for Maintenance Progression Review

The steps in the review process from an individual request must be recorded, clarified and agreed upon between the employee and their Superintendent/Manager.

The process will be fair, equitable, reasonable and transparent, to enable employees to be satisfied with their outcome and to provide a clear career progression.

Written feedback will be given to all employees who request a review. The feedback will outline any requirements for progression as applied for.

Stanwell will complete the review and/or respond to the applicant within 30 days of the applicant lodging the application.

Stanwell agrees to back-pay any successful level progression application to an employee from the date the progression application was lodged.

Any disagreement in relation to this process will be resolved in accordance with the Grievance and Dispute Settlement Procedure outlined in this Agreement.

3.3.2. Maintenance Trade Progression

a) Grade 5 Electrical Fitters, Mechanical Fitters and Boilermakers have the ability to move to 95% of Grade 6 when they are continuously demonstrating the majority of the relevant Grade 6 Position profile, and completed all relevant training towards 25% achievement of both a Certificate III in Operations and a Certificate IV in relevant Maintenance stream or 50% in either certificate. Employees would only move to 100% of Grade 6 once they have achieved relevant training towards 50% achievement of both a Certificate III in Operations and a Certificate IV in relevant Maintenance stream or 100% achievement in either certificate and they are continuously demonstrating the full relevant Grade 6 Position Profile.

b) Grade 6 Electrical Fitters, Mechanical Fitters and Boilermakers have the ability to move to 95% of Grade 7 when they are continuously demonstrating the majority of the relevant Grade 7 PD, and completed all relevant training towards 75% achievement of both a Certificate III in
Operations and a Certificate IV in relevant Maintenance stream. Employees would only move to 100% achievement of both a Certificate III in Operations and a Certificate IV in relevant Maintenance stream and are continuously demonstrating the full relevant Grade 7 PD.

The above level of certification is the minimum level required. The onus rests on the employer to provide written proof that the Position Profile is not being demonstrated, and/or that the training is not relevant.

All maintenance employees who request, will be provided with a training plan to progress through their classification level. Where an employee is not provided with a requested training plan or access to training, they will be entitled to be paid at the higher level from the date upon which they would have otherwise achieved the competency had training been provided. The employee commits to complete the training following such progression.

3.3.3. Administration and IT Progression

The parties agree to Administration and IT career development and progression being available to all employees engaged at Tarong Power Stations in either Administrative or IT positions. Each employee will be encouraged to and have access to learning processes and resources to meet the needs of their position description through a mutually agreed employee development plan and a set of prioritised learning opportunities which should be reviewed annually.

Additionally, Administration and IT career development and progression will be a standing agenda item at the SBUCC meetings. This will allow Stanwell Corporation and representatives of the SBUCC to consider career development opportunities for employees within TPS and for employees to gain additional skills to allow for progression if opportunities arise based on business requirements.
### 3.4. Allowances

The following allowances (exclusive of Locality Allowance) will be increased as per clause 3.2.3 wage increases.

<table>
<thead>
<tr>
<th>Name and Description</th>
<th>Type</th>
<th>Current Rate</th>
<th>Increase 3% 1-Aug-15</th>
<th>Increase 3% 1-Aug-16</th>
<th>Increase 3% 1-Aug-17</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ability – Explosive Power Tools</strong></td>
<td>Hourly</td>
<td>$0.21</td>
<td>$0.22</td>
<td>$0.22</td>
<td>$0.23</td>
</tr>
<tr>
<td>Employees required to use explosive powered tools shall be paid a per hourly rate extra with a minimum per daily payment in addition to their ordinary rates.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum</td>
<td></td>
<td>$1.61</td>
<td>$1.66</td>
<td>$1.71</td>
<td>$1.76</td>
</tr>
<tr>
<td><strong>Ability – Motor Vehicle Drawing Trailers</strong></td>
<td>a – Loaded Single</td>
<td>$2.62</td>
<td>$2.70</td>
<td>$2.78</td>
<td>$2.86</td>
</tr>
<tr>
<td>Employees driving a motor vehicle with a trailer attached shall be paid extra amounts set per day: a – loaded single axle trailer, b – empty single axle trailer, c – loaded trailer with more than 1 axle. Provided that: a – when on the day an employee drives a motor vehicle drawing an empty &amp; a loaded trailer the employee shall be paid for that day the extra rate applicable for such loaded trailer; b – not more than 1 trailer shall be attached &amp; drawn at any one time; c – the extra payment prescribed herein shall not apply to employees driving articulated vehicles or machinery floats &amp;/or low loaders; d – these allowances shall apply only in respect of the drawing of trailers having a loaded capacity in excess of .508 t; e – the term “trailer” does not include – compressors, concrete mixers, welding plants &amp; road brooms; f – for employees driving a motor vehicles drawing compressors, concrete mixers or welding plants shall be paid a per hour rate or part thereof whilst so engaged.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b – Empty Single</td>
<td></td>
<td>$1.51</td>
<td>$1.56</td>
<td>$1.60</td>
<td>$1.65</td>
</tr>
<tr>
<td>c – Loaded Single Plus</td>
<td></td>
<td>$3.39</td>
<td>$3.49</td>
<td>$3.60</td>
<td>$3.70</td>
</tr>
<tr>
<td>d – Empty Single Plus</td>
<td></td>
<td>$1.90</td>
<td>$1.96</td>
<td>$2.02</td>
<td>$2.08</td>
</tr>
<tr>
<td>f – Motor Vehicle Towing</td>
<td></td>
<td>$0.27</td>
<td>$0.28</td>
<td>$0.29</td>
<td>$0.30</td>
</tr>
<tr>
<td><strong>Availability</strong></td>
<td></td>
<td>$85.70</td>
<td>$88.27</td>
<td>$90.92</td>
<td>$93.65</td>
</tr>
<tr>
<td>Paid as a daily rate as per Schedule 1 of the Agreement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>First Response Team</strong></td>
<td></td>
<td>$47.06</td>
<td>$48.47</td>
<td>$49.93</td>
<td>$51.42</td>
</tr>
<tr>
<td>Employees who are members of the emergency team shall be paid an allowance per week while they are members of this team.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name and Description</td>
<td>Type</td>
<td>Current Rate First Pay Period 1 July 2014</td>
<td>Increase 3% 1-Aug-15</td>
<td>Increase 3% 1-Aug-16</td>
<td>Increase 3% 1-Aug-17</td>
</tr>
<tr>
<td>------------------------------</td>
<td>---------------------</td>
<td>------------------------------------------</td>
<td>----------------------</td>
<td>----------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Apply First Aid Allowance &amp; Advanced First Aid Allowance.</td>
<td>Senior First Aid</td>
<td>$16.07</td>
<td>$16.55</td>
<td>$17.05</td>
<td>$17.56</td>
</tr>
<tr>
<td></td>
<td>Occupational First Aid</td>
<td>$30.31</td>
<td>$31.22</td>
<td>$32.16</td>
<td>$33.12</td>
</tr>
</tbody>
</table>

Employees who hold a current appropriate Certificate, are appointed by the employer to provide First Aid cover and shall be paid the appropriate allowance.
- Apply First Aid Allowance
- Advanced First Aid Allowance

During normal work hours it is deemed that First Aid coverage is provided by the FRT and Occupational Nurse on site, supported by the relevant shift.

Out of hours the shift provide first aid cover. To recognise that first aid cover out of hours is important it is agreed that all personnel who are first aid trained on shift will receive the appropriate first aid allowance. Therefore an MO will receive the relevant first aid allowance while on shift (if that person is also a member of the FRT the FRT allowance is inclusive of any first aid allowance, so no extra first aid allowance is paid).

MOs will need to complete at least 4 shifts (1 week) to qualify for the payment.

| Disability – Battery Work | $4.91   | $5.06    | $5.21    | $5.37    |

Employees mainly engaged in the maintenance of storage batteries, or engaged in overhauling or repairing of storage batteries or erecting second hand storage batteries that have been previously in use shall be paid a daily rate in addition to their ordinary rates.

| Disability – Boiler Ducting Work | $1.78   | $1.83    | $1.89    | $1.95    |

Employees engaged in maintenance work in the following areas a – furnace wall, b – boiler rear pass, c – air heart, d – crossover ducting, e – ID fans, of boilers shall be paid a per hourly rate in addition to their ordinary rates of pay, with a minimum payment of 2 hours.

| Disability – Boiler Repair Work | $0.77   | $0.79    | $0.82    | $0.84    |

Employees engaged in repairs & alterations to old work only, regardless of the fact that new material may have to be used for the purpose, shall be paid a per hourly rate for actual time so worked, in addition to their ordinary rates but nothing extra shall be claimed for dirty work.
<table>
<thead>
<tr>
<th>Name and Description</th>
<th>Type</th>
<th>Current Rate</th>
<th>Increase 3% 1-Aug-15</th>
<th>Increase 3% 1-Aug-16</th>
<th>Increase 3% 1-Aug-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disability – Concrete Mixing Work</td>
<td></td>
<td>$0.63</td>
<td>$0.65</td>
<td>$0.67</td>
<td>$0.69</td>
</tr>
<tr>
<td>Employees engaged in mixing concrete shall be paid a per hourly rate in addition to their ordinary rates whilst so engaged.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability – Confined Space Work</td>
<td></td>
<td>$0.77</td>
<td>$0.79</td>
<td>$0.82</td>
<td>$0.84</td>
</tr>
<tr>
<td>Employees working in a confined space, ie. A compartment, space or place the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation shall be paid a per hourly rate in addition to their ordinary rates</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability – Dirty Work</td>
<td></td>
<td>$0.58</td>
<td>$0.60</td>
<td>$0.62</td>
<td>$0.63</td>
</tr>
<tr>
<td>Employees working in dirty or offensive work shall be paid a per hourly rate for actual time employed in addition to their ordinary rate.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability – Hot and Cold Work</td>
<td></td>
<td>$0.77</td>
<td>$0.79</td>
<td>$0.82</td>
<td>$0.84</td>
</tr>
<tr>
<td>Employees who are required to work for more than one hour continuously in the shade in places where the temperature is raised by artificial means to 45 degrees Celsius or more, or is below 0 degrees Celsius, shall be paid a per hourly rate in addition to their ordinary rates.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability – Insulation Work</td>
<td></td>
<td>$0.75</td>
<td>$0.77</td>
<td>$0.80</td>
<td>$0.82</td>
</tr>
<tr>
<td>Employees who are required to work in areas which involve the handling of loose slag wool, loose insulwool, or other loose material of a like nature used in the construction, repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise, shall be paid a per hourly rate in addition to their ordinary rates.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability – Jack Hammer and Handling Cement Work</td>
<td>Jackhammer</td>
<td>$3.95</td>
<td>$4.07</td>
<td>$4.19</td>
<td>$4.32</td>
</tr>
<tr>
<td>Employees using jack hammers shall be paid a daily rate in addition to their ordinary rate &amp; shall be provided with aprons &amp; gloves by the employer free of charge. Powerworkers loading or unloading a quantity of not less than six bags of cement shall be paid a per hourly rate in addition to their ordinary rates.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cement</td>
<td></td>
<td>$0.61</td>
<td>$0.63</td>
<td>$0.65</td>
<td>$0.67</td>
</tr>
</tbody>
</table>
## Name and Description

<table>
<thead>
<tr>
<th>Name and Description</th>
<th>Type</th>
<th>Current Rate</th>
<th>Increase 3% 1-Aug-15</th>
<th>Increase 3% 1-Aug-16</th>
<th>Increase 3% 1-Aug-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disability - Live Sewer Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical employees and their assistants engaged on live sewer work shall be paid at the rate of time and a half for such work. For this purpose ‘live sewer work’ shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but shall not apply to routine maintenance which does not require the dismantling of pumps etc. The term shall also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping. Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply. Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) shall be paid not less than 4 hours at a time &amp; a half during ordinary hours or at the appropriate rate for overtime.</td>
<td></td>
<td>4 hr minimum at time and a half, so if the work is done during normal work time, it is paid as 2 hours single time overtime (this pays time and they have already been paid normal time by the system). This would increase according to pay rate increase for the employee doing the work.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability – Noxious Gas Fumes Work</td>
<td></td>
<td>$0.77</td>
<td>$0.79</td>
<td>$0.82</td>
<td>$0.84</td>
</tr>
<tr>
<td>Employees who are required to work amongst noxious gas fumes shall be paid a per hourly rate for actual time worked therein in addition to their ordinary rates.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability – Powerstation Work</td>
<td></td>
<td>Group A $15.91</td>
<td>$22.57</td>
<td>$23.24</td>
<td>$23.94</td>
</tr>
<tr>
<td>Power Station Allowance – in addition to the ordinary rates prescribed, employees employed at power stations, shall be paid a weekly allowance differentiated between the following 2 groups: a – Professional and managerial employees, administrative employees, technical employees engaged in supervisory, engineering, science and other technical disciplines and production workers engaged in the operation of generating plant, or b – Technical employees engaged in ‘trade’ and/or electrical/electronic technician work and power workers. This allowance shall be treated as part of the total ordinary rate &amp; shall be taken into consideration for the purpose of computing overtime, weekend penalty rates etc. The total ordinary rates for these employees shall be deemed to include any penalty rate prescribed by this Award for dirty work, wet work etc.</td>
<td></td>
<td>Group B $32.08</td>
<td>$39.22</td>
<td>$40.40</td>
<td>$41.61</td>
</tr>
</tbody>
</table>

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Tarong Power Stations Enterprise Agreement 2015

32
<table>
<thead>
<tr>
<th>Name and Description</th>
<th>Type</th>
<th>Current Rate First Pay Period 1 July 2014</th>
<th>Increase 3% 1-Aug-15</th>
<th>Increase 3% 1-Aug-16</th>
<th>Increase 3% 1-Aug-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disability – Precipitator Work</td>
<td>Uncleaned</td>
<td>$3.66</td>
<td>$3.77</td>
<td>$3.88</td>
<td>$4.00</td>
</tr>
<tr>
<td></td>
<td>Cleaner</td>
<td>$2.45</td>
<td>$2.52</td>
<td>$2.60</td>
<td>$2.68</td>
</tr>
<tr>
<td>Disability – Shot Sandblasting Work</td>
<td></td>
<td>$0.60</td>
<td>$0.62</td>
<td>$0.64</td>
<td>$0.66</td>
</tr>
<tr>
<td>Disability – Toxic Substances Work</td>
<td>Using</td>
<td>$0.75</td>
<td>$0.77</td>
<td>$0.80</td>
<td>$0.82</td>
</tr>
<tr>
<td></td>
<td>Close Proximity</td>
<td>$0.63</td>
<td>$0.65</td>
<td>$0.67</td>
<td>$0.69</td>
</tr>
<tr>
<td>Disability – Unpleasant Conditions Work</td>
<td></td>
<td>$1.64</td>
<td>$1.69</td>
<td>$1.74</td>
<td>$1.79</td>
</tr>
</tbody>
</table>

Employees working in uncleaned or hot precipitators shall be paid a per hourly rate with a minimum payment of 2 hours in addition to their ordinary rates of pay. When working in cleaned precipitators, they shall be paid a per hourly rate with a minimum payment of 2 hours in addition to their ordinary rates.

Employees working a shot blast or sand blast shall be paid an allowance a per hourly rate for the actual time engaged in working such shot blast or sand blast, in addition to their ordinary rates.

Employees using toxic substances or materials of a like nature shall be paid a per hourly rate in addition to their ordinary rates. Employees working in close proximity to employees so engaged shall be paid a per hourly rate in addition to their ordinary rates. For the purpose of this subclause toxic substances shall include epoxy based materials & all materials which include or require the addition of a catalyst hardener & reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

Employees who work under particularly hot & unpleasant conditions on or in boilers or condensers, on soot blower systems of steaming or banked boilers, or in alternator air chambers during short outages or breakdowns will be paid a per hourly rates in addition to ordinary rates. This allowance shall not apply after a boiler has been out of service for 48 hours, or an alternator or condenser out of service for 12 hours. Furthermore, this allowance shall not apply to work done during overhauls or condenser brushing, or for work done on stoker motors and stoker gear box mechanisms.

A minimum payment of 4 hours of the Unpleasant Conditions Allowance will be paid to employees when they are required to wear a chemical suit during their work duties. The minimum payment of four hours can only be claimed once a day.
<table>
<thead>
<tr>
<th>Name and Description</th>
<th>Type</th>
<th>Current Rate First Pay Period 1 July 2014</th>
<th>Increase 3% 1-Aug-15</th>
<th>Increase 3% 1-Aug-16</th>
<th>Increase 3% 1-Aug-17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disability – Wet Work</td>
<td></td>
<td>$0.77  $ 0.79  $ 0.82  $ 0.84</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Employees required to work in places where water, other than rain, is continually dripping so that their clothing becomes saturated with water, or where there is water under foot to a depth exceeding 50 millimetres so that their feet become wet, shall be paid a per hour rate in addition to ordinary rates. This allowance shall not apply when protective waterproof clothing and/or footwear is supplied.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Localit</td>
<td></td>
<td>Flat Rate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Employees subject to this Award shall be paid locality allowances as prescribed by sections 190 to 126 inclusive (as varied from time to time) of Part 5 of the Electricity Regulations 1994.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Meals</td>
<td></td>
<td>$13.47  $ 13.87  $ 14.29  $ 14.72</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Employees required to do overtime work for more than 1 hour shall be paid a per meal rate between the ordinary ceasing time and the completion of overtime work, unless the employer provides such meal for them.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tools – Bricklaying</td>
<td></td>
<td>$21.00  $ 21.63  $ 22.28  $ 22.95</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Employees who supply and use their own tools.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tools – Electrical (general), Electrical (instrumentation and process control), (mechanical general), Mechanical (automotive), Refrigeration</td>
<td></td>
<td>$25.41  $ 26.17  $ 26.96  $ 27.77</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Employees who supply and use their own tools.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tools – Electrical (automotive), Electronic, Boilermaking, Toolmaking, Turning, Sheetmetal</td>
<td></td>
<td>$19.05  $ 19.62  $ 20.21  $ 20.82</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Employees who supply and use their own tools.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tools – Cable Jointing, Electrical Line, Blacksmithing, Welding</td>
<td></td>
<td>$12.71  $ 13.09  $ 13.48  $ 13.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Employees who supply and use their own tools.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tools – Carpentry, Joinery, Plumbing, Gasfitting</td>
<td></td>
<td>$29.33  $ 30.21  $ 31.12  $ 32.05</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Employees who supply and use their own tools.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tools – Painting, Draining (by a licensed Drainer)</td>
<td></td>
<td>$7.22  $ 7.44  $ 7.66  $ 7.89</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Employees who supply and use their own tools.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
4. PART FOUR – HOURS OF WORK

4.1. Ordinary Hours of Work

Employees must work reasonable hours outside their normal attendance to meet the needs of the business and comply with the fatigue management policy.

Production employees may be required to undertake periods of short-term shift work in accordance with clause 6.7.

4.2. Day Workers

The ordinary working hours of day working employees excluding casuals and part-time employees shall not exceed 72.5 hours per fortnight or eight hours three minutes per day to be worked between the hours of 6.00am and 6.30pm, Monday to Friday inclusive with a break of not more than one hour and not less than 30 minutes for a meal.

The standard pattern of attendance will be agreed between the individual employees and the employer totalling 72.5 hours per fortnight. The needs of the employee and the business will be considered in determining these rosters. All patterns will be designed so that employees will (subject to clause 4.13) not be required to work more than nine attendances per fortnight. The standard pattern of attendance may change as required to meet the needs of the business.

The standard pattern of attendance will have a number of rostered days off. These may be moved to meet the needs of the business or the employee. If the rostered day off is to be moved then at least two full attendances notice must be given. This will be by mutual agreement to accommodate work requirements. Agreement for moving the rostered day off will not be unreasonably withheld by either party.

The employer will set out a 12 month calendar at the start of January with the rostered days off allocated.

Where the employer requires a day worker to relieve into any shift roster, 48 hours notice shall be provided or overtime rates shall be paid for the first shift the employee is required to relieve into.

The employer may on occasion, excluding weekends and limited to a period of five working days, vary the roster of a day worker to require the employee to work...
outside of the ordinary spread of hours for day workers.

A day worker will be entitled to be paid for the substituted ordinary working hours at the appropriate overtime penalty rates applying to day workers working outside the ordinary spread of hours. For an employee working a shift of eight hours three minutes, this amounts to an additional penalty payment of six and a half hours.

The hours of work and penalty arrangements outlined in the previous paragraph apply where the employer provides the day worker with suitable notice of the requirement to work outside their ordinary spread of hours. For the purposes of this clause the employer will provide the employee with suitable notice if the employee is advised of the requirement to change before the completion of the employee’s normal attendance prior to the day of the roster variation or with at least 48 hours notice whichever is the shorter.

Where suitable notice is not provided by the employer to the day worker, the day worker shall be entitled to be paid for the employee’s normal rostered hours (eight hours three minutes) in addition to receiving payment for the hours actually worked with payment of overtime penalty rates for work undertaken outside the daily spread of hours (14.5 hours). Where suitable notice has not been provided the employee will not be required to work their normal attendance hours.

4.3. 10 Day Fortnight

The Personal Assistant to the Site Manager may be engaged to work 40 ordinary hours per week.

The working of a 10 day fortnight is subject to the following:

(a) The ordinary hours of work are undertaken between 6.00am and 6.30pm Monday to Friday inclusive.
(b) The ordinary hours of work can be undertaken on a maximum of 10 days per fortnight Monday to Friday.

The employees will receive a payment of 15.5% of their base rate in recognition of the requirement to work up to 40 hours per week. This payment will be for all purposes including accumulation of personal leave, annual leave, and the payment of superannuation.

Any hours of work in excess of 40 hours per week will be paid at overtime rates in accordance with clause 4.4 of this Agreement. Any hours in excess of 40 hours per week which the employee can demonstrate they have worked will be deemed to be authorised overtime. Provided that such hours will not be deemed to be authorised if the employer has specifically instructed the employee not to work in excess of 40 hours per week.

Employees working a standard 36.25 hour week may accept or reject an offer to work 40 ordinary hours per week.

The nominated positions at Tarong Power Station may be advertised, both internally and externally, as 40 hour week positions.

Employees occupying a 40 hour position may revert to a standard 36.25 hour week/nine day fortnight by giving the employer at least one month’s notice in writing.
4.4. Overtime

(1) General

(a) Except as hereinafter provided, all time worked in excess of that provided for in clause 4.2 or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime and shall be paid for at one and a half times the ordinary rate for the first three hours and double time thereafter. Each day to stand by itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

(b) No employee shall refuse to work a reasonable amount of overtime in determining what is unreasonable consideration will be given to:
- any unacceptable risk to the employee’s health and safety or an
- the employee’s ability to meet their personal or family responsibilities
- the needs of the workplace
- the notice given by the employer of the overtime

In the event the employee believes any of the above will impact upon their capacity to work overtime they should discuss this with the employer so an arrangement can be put in place taking these concerns into account.

(c) Systematic overtime shall not be worked; it shall be considered such when three consecutive weeks’ overtime has been worked:
Provided that this subclause shall not apply when extra labour is not available forthwith.

(d) When any portion of an hour is worked, employees shall receive payment in respect of any broken part of an hour at the current overtime rate with a minimum payment for one half hour.

(2) Penalties and Minimum Payments

(a) Saturday – employees required to work overtime commencing on Saturday shall be paid at one and a half times the ordinary rate for the first three hours and double time thereafter with a minimum period of three hours work or payment therefore, except in the case of emergencies.

(b) Sunday – all overtime work done on Sundays shall be paid at the rate of double time.

(c) Minimum Payment for Sundays – when employees are called upon to work on a Sunday, they shall, except in the case of emergency, receive a minimum of three hours pay at the rates prescribed in this Award.

(d) Overtime worked in any calling in or in connection with which more than one shift per day is worked, shall be paid for at the rate of double time.

For all employees engaged in eight hour shift work, all time worked in excess of eight hours in any one day shall be considered as overtime, provided that employees who work overtime during an afternoon or night shift shall be paid double time on their afternoon or night shift rate respectively.
(3) Recalls

(a) Where employees are required to report for work between midnight and 6am they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7am Saturday.

(b) Employees recalled to work overtime, except in the case of an emergency, after leaving the employer's business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) shall be paid for a minimum four hours work at the appropriate overtime rate for each recall:

- provided that, except in the case of unforeseen circumstances arising, an employee shall not be required to work the full four hours if the job the employee was recalled to do is completed within a shorter period:

- provided also that overtime worked in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside of working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, shall not be regarded as overtime for the purposes of this sub-clause.

(4) Nine Day Fortnight – Agreed Day Off

Employees working a nine day fortnight, who are required to work on their agreed day off, shall be paid the overtime rates prescribed for work on Mondays to Fridays and where required to report for work between midnight and 6am shall be paid at the rate of double time for all time so worked up to 7am.

Or by agreement with the employer, employees who work on their agreed day off and elect to substitute another ordinary working day for their agreed day off shall be paid at ordinary rates for work during what otherwise would be ordinary hours (eight hours three minutes), and appropriate overtime rates for work performed in excess thereof. Employees who so elect shall be permitted to accumulate no more than two working days. The time of taking such days shall be by mutual agreement but they must be taken as soon as practicable and no later than within the next four weekly period. Such days shall not be taken in conjunction with annual leave or long service leave.

(5) Statutory Holidays

All time worked on statutory holidays outside the ordinary working hours specified in this Award/Agreement, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, shall be paid at double the rate prescribed by this Award/Agreement for such time when worked outside such working hours on an ordinary working day.

4.5. Meal Break, Crib Break and Meal Allowance

(1) When working overtime, for more than one hour, employees shall be allowed to take 30 minutes for "crib" after the ordinary ceasing time, and also 45 minutes after each four hours work, provided such overtime continues, for
which no deduction shall be made.

(2) All employees required to do overtime work for more than one hour shall be paid a meal allowance for each meal between the ordinary ceasing time and the completion of overtime work, unless the employer provides such meal for them.

(3) When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime, they shall be entitled to an allowance of a meal allowance for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

(4) All work done during the recognised meal period shall be paid for at the rate of double time, and payment at this rate shall continue until another and uninterrupted meal period of 30 minutes has commenced or until the cessation of that day’s work, which ever occurs first. No employee shall be required to work more than five hours without a break for a meal.

(5) When employees work more than four hours overtime on a Saturday and/or Sunday they shall be entitled to a meal break of not more than one hour at the end of the fourth hour, provided that their overtime is to continue for not less than one hour after the meal break.

If such overtime continues to the 10th hour from the commencement of such overtime on such day, employees shall be entitled to a further meal break of not more than one hour provided overtime continues after the break.

Furthermore, where such overtime continues after the 10th hour from the commencement of such overtime on such day, employees shall be entitled to a further meal break (provided such overtime continues), of not more than one hour after each additional five hours until such time as such overtime is completed.

(6) Employees called out shall be allowed to take 45 minutes for crib after each four hours overtime worked provided such overtime continues, for which no deduction shall be made.

(7) Employees called out within one and a half hours of their normal ceasing time and who are required to work for more than one hour, or are called out within two hours of normal starting time shall be entitled to a meal allowance and in addition shall be allowed 30 minutes as soon as possible thereafter, without deduction of pay, to partake of a meal.

4.6. Rest Pauses

(1) Where practicable every employee (other than a casual and part-time employee) shall be entitled to a rest pause or pauses not exceeding a total of 20 minutes duration in the employer’s time during the daily work period.

Such rest pause or pauses may be taken in a manner and at such time or times as agreed upon between the employer and the majority of employees at the work location so that continuity of work will not be interrupted where continuity is necessary.

(2) Casual and part-time employees who work a minimum of four consecutive
ordinary hours, but less than eight ordinary consecutive hours on any one day, shall receive a rest pause of 10 minutes duration. Employees who work a minimum of eight ordinary consecutive hours shall receive a rest pause or pauses as prescribed in sub-clause (1) of this clause.

4.7. **Shift Work**

(1) Subject to the following provisions the ordinary hours of work for shift workers shall not exceed 36.25 hours per week.

(2) The ordinary hours of work referred to in sub-clause (1) hereof may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 36.25 and may be worked according to a roster agreed upon between a majority of the employees concerned and the employer to suit the needs and circumstances of each establishment. The employer shall advise the industrial organisation secretary in writing of any agreed position prior to any agreed roster being implemented.

(3) Shift workers shall be allowed a crib break of 30 minutes during each eight hour shift for which no reduction of pay shall be made, provided that such break shall be taken at a time and in such manner that it will not interfere with continuity of work where continuity is necessary.

(4) For the purposes of eight hour shifts the following definitions apply:

(a) "Day Shift" shall mean any shift worked between the hours of 6am and 6pm.

(b) "Afternoon Shift" shall mean any shift finishing after 6pm and at or before midnight.

(c) "Night Shift" shall mean any shift finishing after midnight and at or before 8am.

(5) Shift Penalties – in addition to salary, the following penalties shall be paid to employees (other than employees bound by the Operators Agreement) working shifts as defined in sub-clause (4) of this clause. Provided that this clause shall not apply to employees performing short-term shiftwork as under schedule 4 of this Agreement.

(a) **Shift Allowance:**

(i) Afternoon Shift – employees who work afternoon shift shall be paid a shift allowance of 17.5% of their ordinary rate in addition to their ordinary rate.

(ii) Night Shift – employees who work night shift shall be paid a shift allowance of 20% of their ordinary rate in addition to their ordinary rate.

(b) **Weekend Penalty Rates** – all time worked during an ordinary shift between midnight on Friday and midnight on Saturday shall be paid for at one and a half times the ordinary rate and between midnight on Saturday and midnight on Sunday at double the ordinary rate.
4.8. **12 Hour Shift Arrangements**

Where 12 Hour shifts are to be worked in shift operations, they will be worked in accordance with schedule 5 of this Agreement.

4.9. **Part-time Employment**

4.9.1. A part-time employee is an employee who:
   (a) is employed for not less than 15 hours per fortnight and for not more than 64.4 ordinary hours per fortnight; and
   (b) has reasonably predictable hours of work; and
   (c) receives, on a pro-rata basis, equivalent pay and conditions to those of full-time employees covered by this Agreement.

4.9.2. At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

4.9.3. Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees.

4.9.4. The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

4.9.5. An employer is required to roster a part-time employee for a minimum of three consecutive hours on any day.

4.9.6. All time worked outside the spread of ordinary working hours as provided for in clause 4 and all time worked in excess of the hours as mutually arranged in clause 4.9.2 or 4.9.3 will be overtime and paid for at the rates prescribed in the overtime clause 4.4 of this Agreement.

4.9.7. A part-time employee employed under the provisions of clause 4.9 must be paid for ordinary hours worked at the rate of one 36.25 of the weekly rate prescribed for the class of work performed.

4.9.8. Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.

4.9.9. Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.9.10. An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 4.10 of this Agreement.
4.9.11. All other provisions of the Electricity, Generation and Transmission Supply Award - State relevant to weekly employees shall apply to part-time employees.

4.9.12. In determining the amount the employer shall contribute to a complying superannuation fund for the benefit of a part-time employee, the employer shall contribute the minimum Superannuation Guarantee of the amount obtained by multiplying the part time employee’s ordinary hourly rate of pay by the number of hours that the employee is ordinarily rostered to work in a calendar week.

4.10. Casual Employment

A casual employee shall mean an employee who is engaged by the hour for less than one week and paid as such.

The following conditions shall be applicable to casual employees:

(a) The ordinary hours shall not exceed eight hours three minutes per day between the hours of 6.00am and 6.30pm Monday to Friday.

(b) A casual employee shall be paid at the applicable rate plus a loading of 23% (or as determined by the Fair Work Commission from time to time whichever is the higher) per hour in addition to the ordinary hourly rates with a minimum payment of four hours for each engagement.

(c) All time worked in excess of eight hours three minutes per day or outside the spread of hours pursuant to clause 4.2 shall be paid at the appropriate overtime rate.

(d) In determining the amount the employer shall contribute to a complying superannuation fund for the benefit of a casual employee, the employer shall contribute the minimum Superannuation Guarantee of the amount obtained by multiplying the casual employee’s ordinary hourly rate of pay by the number of hours actually worked up to but not exceeding 36.25 hours in any week.

4.11. Work Rosters

Employees will work a roster agreed between the employer and at least 60% of the directly effected employees. Such rosters must not prescribe greater than 12 hours per attendance.

4.12. Breaks between Attendances

Employees required to work extended hours between attendances must not return for their next scheduled attendance before taking a sufficient break to ensure they are able to work competently and safely to the satisfaction of both the employer and the employee.

4.13. Self Managed Time / Time Off in Lieu

Self managed time/time off in lieu shall not be used to offset overtime hours worked by employees at the request of the employer.

At the request of the employee, and where the employer agrees, an employee may exchange time worked outside of that employee’s normal attendance for an equal
amount of time off, at a mutually agreed time. Such time can be accrued to a
maximum of three days.

Should there be any evidence that this provision is being used to circumvent the
payment of overtime or other penalties then this provision shall be deleted from the
Agreement.

If at the point of termination, the supervisor fails to provide the employee with
sufficient time to exhaust their Self-Managed Time, then the residual unused
balance will be paid out, up to a maximum of three days.

To enable such payment, written notice together with the accrual and deduction
paperwork recorded for that employee must be signed by the supervisor and two
tier manager and provided to Payroll for processing.

5. PART FIVE – STATUTORY HOLIDAYS, LEAVE

5.1. Annual Leave

(1) In accordance with the NES, an employee’s entitlement to paid annual leave
accrues progressively during a year of service according to the employee’s
ordinary hours of work, and accumulates from year to year.

Every employee (other than a casual employee) covered by this Agreement
shall be entitled to annual leave on full pay as follows:

(a) Not less than five weeks per annum if employed on shift work where
continuous 24/7 shift coverage is provided;
(b) Not less than four weeks per annum in any other case.

Such annual holiday shall be exclusive of any statutory holiday which may
occur during the period of that annual holiday and (subject to subclause 2
hereof) shall be paid for by the employer in advance unless otherwise
requested by the employee.

In the case of any and every employee in receipt immediately prior to that
holiday of ordinary pay at a rate in excess of the ordinary rate payable under
this Agreement at that excess rate and in every other case, at the ordinary rate
payable to the employee concerned immediately prior to that holiday under
this Agreement.

If, when the employment of an employee is terminated, the employee has a
period of untaken annual leave, the employer must pay the employee an
amount for such leave calculated in accordance with clause 5.1 (2).

Calculation of such entitlement to annual holiday shall be in hours.

(2) Calculation of annual holiday pay – In respect to annual holiday entitlements to
which this clause applies, annual holiday pay (including any proportionate
payments) shall be calculated as follows:

(a) Shift Workers – subject to provision (b) hereof the rate of salary to be
paid to a shift worker shall be the rate payable for work in ordinary time
according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) All Employees – subject to provision (d) hereof, in no case shall the payment by the employer to an employee be less than the sum of the following amounts:

(i) The employee's ordinary salary rate as prescribed by this Agreement for the period of the annual holiday (excluding shift premiums and weekend penalty rates);

(ii) A further amount calculated at the rate of 17.5% of the amounts referred to in paragraphs (i) and (ii) hereof.

(c) Provision c hereof shall not apply to the following:

(i) Any period or periods of annual holidays exceeding
   (A) five weeks in the case of employees employed in a calling where providing continuous 24/7 shift coverage; or
   (B) four weeks in any other case.

(ii) Employers (and their employees) who are already paying (or receiving) an annual holiday bonus, loading or other annual holiday payment which is not less favorable.

(3) If a statutory holiday falls on a day that an eight hour shift worker is rostered off, an extra day shall be added to annual leave.

(4) Employees shall take their entitlement to annual leave within 12 months of the date on which it falls due except when by agreement with the employer it is deferred to a later date.

(5) Unless the employee shall otherwise agree the employer shall give the employee at least 14 days' notice of the date from which the annual holiday shall be taken.

(6) It shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

(7) Employees falling ill for five or more consecutive days during a period of annual leave can, on the production of a medical certificate, convert the annual leave accrual deducted for the working days falling within the period of illness to their personal leave entitlement.

5.2. Statutory Holidays

All work done by an employee on Good Friday, Christmas Day, the 25th day of April (Anzac Day), the 1st day of January, the 26th day of January, Easter Saturday (the day after Good Friday), Easter Monday, the Birthday of the Sovereign, and Boxing Day, or any day appointed under the Holidays Act 1983, to be kept in place of any such holiday, shall be paid for at the rate of double time and a half with a minimum of four hours.

All employees covered by this Award/Agreement shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day.
and in addition, a payment for the time actually worked by him/her at one and a half times the ordinary rate prescribed for such work with a minimum of four hours.

All work performed in a district for the time being specified by the Minister, by notification published in the Gazette, on the day appointed under the Holidays Act 1983 as a holiday in relation to an annual agricultural, horticultural or industrial show held in that district is to be paid for at a rate of double time and a half, with a minimum of four hours. This is not to be construed to confer on an employee, while continued in employment by the employer, or taken to be continued in such employment pursuant to this Award/Agreement, an entitlement to be paid at a rate therein prescribed for work performed on a day, such as is referred to in that subsection, on more than one occasion in each calendar year.

For the purposes of this provision, where the rate of salary is a weekly rate, "double time and a-half" shall mean one and one half day's salary in addition to the prescribed weekly rate, or pro-rata if there is more or less than a day.

5.3. Personal Leave

Upon commencement of employment full-time employees shall be credited with personal leave in accordance with the National Employment Standards or 87 hours personal leave entitlement, whichever is the greater. After 12 months of employment every full-time employees personal leave entitlement will accrue and accumulate in accordance with the National Employment Standards or at the rate of seven and a quarter hours per month of employment, whichever is the greater. Part-time employees’ entitlement is calculated proportionate to the average number of ordinary hours worked each week.

Employees may use personal leave for personal illness or in accordance with Clause 5.3.2. The hours deducted from an employees personal leave balance is equivalent to the number of rostered hours the employee was absent from work.

Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of the employer, including a statutory declaration, and subject to having promptly notified the employer of the illness and of the approximate period aforesaid shall, subject as herein provided, be entitled to payment in full for all time so absent from work, provided that it shall not be necessary for an employee to produce such a certificate if the employee's absence from work on account of illness does not exceed two days.

Any other notice and evidence requirements shall be as per the Fair Work Act 2009.

The continuity of employment of an employee with the employer for personal leave accumulation purposes shall be deemed to be not broken by any of the following:

(i) Absence from work on leave granted by the employer;

(ii) The employee having been dismissed or stood down by the employer, or the employee having terminated employment with the employer, for any period not exceeding three months:

Provided that employee shall have been re-employed by the employer.
The period during which the employment of the employee with the employer shall have been interrupted or determined in any of the circumstances mentioned in paragraphs (i) and (ii) hereof shall not be taken into account in calculating the period of employment of the employee with the employer.

Except as otherwise provided by sub-clauses (1) and (3) hereof, personal leave entitlements in respect of periods of employment prior to 1 July 1980, shall be in accordance with the provisions of the applicable Award/Agreement as in force immediately prior to such date.

5.3.1. Additional Sick Leave

An employee with more than 26 continuous years service shall be granted a concessional sick leave credit up to 13 weeks paid leave.

This credit will only be applied when the employee’s ordinary personal leave accrual has been exhausted. Where the employee only requires a part of the 13 weeks credit, the remaining component will be available at a later date where the employee has again exhausted their normal personal leave accrual.

5.3.2. Personal (Carers’) Leave

Personal (Carers’) leave is available for employees to use to care for a member of their household, their partner, mother, father, mother-in-law, father-in-law, brother, sister, child or step-child, grandparents, step father, step mother, step brother, step sister, brother in law, sister in law, son in law, daughter in law, grandson or grand-daughter. For the purposes of this clause, the word “partner” shall include a person who lives with the employee as a de facto wife or husband.

Personal (Carers’) leave will only extend to other people at the approval of the Site Manager or nominated delegate.

All of the employee’s personal leave balance can be used for the purpose of Personal (Carers’) Leave, including any additional sick leave credit as per clause 5.3.1.

Consistent with sick leave provisions, a certificate must be supplied if the employee’s absence on Personal (Carers’) Leave exceed two days.

Any other notice and evidence requirements shall be as per the Fair Work Act 2009.

5.4. Long Service Leave

Employees are entitled to long service leave as detailed in schedule 3 of this Agreement.

5.5. Parental Leave

5.5.1. Paternity Leave

An employee who is the secondary care giver is entitled to one week of leave paid at ordinary time earnings together with one week of unpaid leave.
upon the birth or adoption of a child.

If the employee requests to take the leave in broken parts (e.g. 3 days per week), both the 1 week paid and 1 week unpaid leave periods must be used within four (4) weeks of the child’s birth or adoption.

5.5.2. Maternity Leave

A female employee is entitled to a payment equal to 14 weeks ordinary time earnings upon the birth of a child. This amount can be paid:

(a) as a lump sum at the commencement of the employee’s maternity leave period, or
(b) weekly, over a period of 14 weeks at the commencement of the employee’s maternity leave period, or
(c) over a period of 28 weeks at the commencement of the employee’s maternity leave period.

Where, after the first twenty weeks, a pregnancy results in an outcome other than the birth of a living child or where the child dies during the period of paid maternity leave, the employee shall continue to be entitled to 14 weeks paid leave.

Any payment received under this clause is made in addition to the Federal Government’s Paid Parental Leave scheme.

5.5.3. Adoption Leave

An eligible employee who will be the primary care giver of an adopted child is entitled to a payment at ordinary time earnings. If the child is six years old or less the payment is equal to 14 weeks. If the child is between seven and 16 years old the payment is equal to four weeks. For children 17 years old and over no payment will be made. This payment can be paid:

(a) as a lump sum at the commencement of the employee’s maternity leave period, or
(b) weekly, over a period of 14 weeks at the commencement of the employee’s maternity leave period, or
(c) over a period of 28 weeks at the commencement of the employee’s maternity leave period.

Any payment received under this clause is made in addition to the Federal Government’s Paid Parental Leave scheme.

5.5.4. Other Parental Leave Requirements

Maximum leave periods, certification requirements, taking of other leave in conjunction with Parental Leave, and part-time return to work provisions shall be as per the Fair Work Act 2009 and the Paid Parental Leave Act 2010.

5.6. Compassionate Leave
In lieu of existing Bereavement Leave provisions contained in the previous Agreement, employees shall be entitled to Compassionate Leave provisions as outlined in the National Employment Standards of the *Fair Work Act 2009* provided that no employee will be worse off by the implementation of Compassionate Leave.

An employee is entitled to 2 days compassionate leave for each occasion where a member of the employee’s immediate family or a member of the employee’s household:

(a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
(b) Sustains a personal injury that poses a serious threat to his or her life; or
(c) Dies.

For the purposes of this clause, the term immediate family has the same meaning as Clause 5.3.2 of this Agreement.

An employee may take compassionate leave for a particular occasion if the leave is taken:

(a) to spend time with the member of the employee’s immediate family or household who has contracted or developed the personal illness, or sustained the personal injury; or
(b) After the death of the member of the employee’s immediate family or household.

An employee may take compassionate leave for a particular occasion as:

(a) A single continuous 2 day period; or
(b) 2 separate periods of one day each; or
(c) Any additional periods to which the employee and the Site Manager or nominated delegate may agree.

The notice and evidence requirements shall be as per the *Fair Work Act 2009*.

### 5.7. Union Leave

Each union will have access to five days paid union leave each calendar year, non cumulative for the purposes of bona fide union business. Evidence of the reason for requesting such leave, must be produced to the employee’s manager for approval. Approval for unpaid leave or additional paid leave may also be granted for the purposes of bona fide union business at the discretion of the site manager or nominated delegate. Reasonable travel and accommodation will be provided at the discretion of the appropriate manager.

### 5.8. Leave During Overhauls

Trades and non-trades people in the maintenance business units have limited access to annual and long service leave for a period of six weeks during an overhaul when the Principal Contractor is onsite. Any extension of this limitation period beyond six weeks is by agreement with the Single Bargaining Unit. The dates of the six week limitation period will made available 18 months prior to the six week period commencing.

During the period of limitation only the following numbers of personnel will be able to
take leave across the entire Operations business unit:
   One Electrician or Electrical Technician
   One Mechanical Fitter or Boilermaker
   One Non-trades person.

Within the six week limitation period, there will be a two week period where an additional person from each of the above three mentioned groups will also be able to take leave. This two week period will be made available 18 months prior to the two week period commencing.

Any further restrictions in addition to the above will only be by unusual or exceptional circumstance.

When employees lodge a request for leave during any of the above mentioned six or two week periods the employer will provide an affirmative or negative response within one working week of the application being received.

In the event an employee is recalled from approved leave during the above mentioned periods, even if by mutual agreement, the employer will be responsible for reimbursing the employee on the production of evidence for any non-refundable financial loss incurred.

5.9. Community Services Leave

An employee who is a member of the State Emergency Service, voluntary member of a local fire fighting unit, member of a Rural Fire Brigade, auxiliary of a Fire Brigade, Honorary Ambulance Officer, St. John Ambulance volunteer or any other emergency service volunteer may be granted paid leave when called out for emergencies or to fight fires provided that such leave shall be at the discretion of the Site Manager or nominated delegate. Employees will not be required to reimburse to Stanwell payment received for undertaking community services activities. This entitlement is in addition to any entitlement an employee may have for unpaid leave for the purposes of the National Employment Standards of the Fair Work Act 2009.

5.10. Other Leave

Employees will be entitled to other forms of paid and unpaid leave as per this Agreement, the National Employment Standards and Stanwell policies and procedures.

5.11. Transferring of Leave between Government Owned Entities

Employees from within the government owned electricity industry can transfer leave entitlements not paid out on resignation. The process and details for organising transfers is detailed in the Transfer of Leave Policy which is consistent with the Electricity Regulation Act 2006.

6. PART SIX – MISCELLANEOUS

6.1. Transport

Employees at Tarong Power Stations will be provided with transport from the towns of Kingaroy, Nanango and Yarraman to the Station and return for each required
出席无需费用。这种运输将在安全、经济的方式下提供，可能包括但不限于，提供Stanwell车辆、合同运输、出租车和报销员工私家车的使用。

员工在可用性轮班或规划加班时将被支付私家车使用里程费，根据澳大利亚税务局的费率。此补贴仅在批准的私家车使用时支付，且按实际行驶公里数从主要居住地到工作地点并返回。

在紧急出勤时，如果不在可用性轮班上，将为私家车使用支付里程费，根据澳大利亚税务局的费率。此补贴仅在批准的私家车使用时支付，且按实际行驶公里数从电话接收到到达工作地点并返回到主要居住地或批准的返回地点。

6.2. 保护性服装

雇主将提供，无需费用，所有安全设备包括保护性服装。员工必须在工作时佩戴保护性服装。

6.3. 法定费用

雇主同意支付员工因执行法定职责所发生的任何法定费用。

6.4. 更高职责

当雇主指示员工执行的职责高于其职责时，至少连续一天（不包括认可的休息日），员工的薪酬应为该角色的等价级别薪酬的95%。

如果员工在更高职责职位工作的时间累积超过54天，员工应按100%的等价级别薪酬支付未来所有在更高职责职位的救济。

在可能的情况下，员工在执行更高职责时，在下一期薪酬时支付更高的工资水平，并在每个后续薪酬周期中继续执行更高职责。

6.5. 使用外部资源——全部工作

6.5.1. 使用外部资源——通用

双方同意，Stanwell可以使用外部资源在任何工作领域，任何时间。使用这些外部资源应与条款2.7（就业安全）相结合，并且不得：

- 影响现有员工的安全就业。
• Be used to circumvent the availability and delivery of training to permanent employees.
• Be used to impair the utilisation of permanent employment on statutory overhauls, plant or unit outages and production work.
• Be exercised to avoid training for existing staff or employing new staff to cater for emerging areas of work. “Emerging areas of work” does not include one-off works or temporary work peaks.

6.5.2. Appointment

Contractors and/or their employees will not be appointed to any position unless normal advertising and selection processes have been followed.

6.5.3. Contractor Requirements

The parties acknowledge the importance of ensuring that any contractor or labour hire business engaged must be able to demonstrate compliance with all industrial and workplace health and safety laws, and is sufficiently capitalised to continue compliance throughout the life of the contract.

It is a requirement of this Agreement that contract documents for work at Stanwell include provisions to the following effect:

• Contractors comply with all industrial instruments that apply to the contractor and their workers; and
• Contractors comply with all relevant legislative requirements, inclusive of safety, workers’ compensation, superannuation, training, licensing and registration as well as codes of practice.

Stanwell will maintain an internal contract management function to ensure contractors comply with the relevant standards including safety, statutory and contractual requirements.

Contractors are to be advised that Stanwell is bound by the provisions of this Agreement and Stanwell will provide all Contractors with a copy of this Agreement to ensure compliance.

All employees of Contractors and Sub-contractors shall be paid as a minimum in accordance with the relevant Federal or State Award or their own Enterprise Agreement.

To the extent permitted by law, in respect of work covered by this agreement at the Tarong Power Stations (excluding clause 3.1.2 other work), Stanwell shall take all reasonable steps to ensure that employees of contractors are afforded remuneration which is in the aggregate no less favourable than the remuneration which would apply if the work was done by employees of Stanwell.

Employees of Contractors shall not have their actual ordinary all purpose hourly rate reduced as a result of the application of this provision.

6.5.4. Notification

Stanwell will maintain a Contracting Planning Document which will detail all
relevant information including:

(i) Why contracting is proposed to be used with reference to Clause 6.5.1 of this Agreement;
(ii) The job scope and type of work proposed to be contracted;
(iii) The name of the contractor;
(iv) When the contractors will be undertaking the work;
(v) When the contracting would commence;
(vi) The duration of the intended contracting; and
(vii) Any request for additional information will be discussed at the SBUCC.

The Contracting Planning Document will be updated monthly by Stanwell and provided to the SBUCC representatives and union officials ensuring at least 1 month’s notice (unless extenuating circumstances) is provided for any additional proposal to use contractors/labour hire. The Contracting Planning Document will be a standing agenda item at the SBUCC meetings and any issues that are not resolved at the SBUCC meeting will be escalated to Clause 2.3(d)(3) of this Agreement.

The unions represented on the SBUCC will provide in writing to Stanwell the contact details for the union official to whom the Contracting Planning Document should be provided.

In the event of extenuating circumstances, Stanwell is relieved of its obligation to notify through the Contracting Planning Document prior to using contractors; however Stanwell will provide all relevant information about the incident in the next Contracting Planning Document. Relevant officials will be notified of the reason as soon as practicable.

6.6. Overhaul Manning

Overhauls are recognised as unique bodies of work in which employees are exposed to new and/or different working experiences that contribute to learning and development of employees.

Stanwell is committed to providing employees with the opportunity to access work on overhauls to develop its employees through the provision of a range of learning and development opportunities.

To ensure maximum learning opportunities for employees and consistent workflow value for the business Stanwell, where possible, will commit to assigning a minimum of 50% of the available maintenance workforce on a major overhaul and a minimum of 20% of the available maintenance workforce for a mini overhaul to the overhaul crews.

Employees will be used in a variety of roles; trades, non-trades, planning, inspectors and supervisors dependent on their skills and experience. Appropriate levels of supervision, support, training and mentoring are to be provided to staff participating in overhaul roles. Every effort will be made to rotate maintenance staff equally in and out of the overhaul crews.

Where work is available, all non-overhaul employees will have the opportunity to volunteer to work overtime to in order to manage routine and backlog work.
6.7. **Short-term Shift Work**

The shift arrangements applies to the parties to this agreement, as detailed in schedule 4.

6.8. **Superannuation**

Employees are able to elect a choice of superannuation fund. In the event an employee does not elect a choice of fund, the default fund will be the Energy Super Fund.

(a) **Defined Benefit Scheme**

Final Average Salary (FAS) for Defined Benefit members to be averaged over the employee’s final year of service implemented from date of Certification of this Agreement.

(b) **Defined Contribution Scheme – Energy Super Fund**

Stanwell will fund five (5) units of Death and Total Disablement cover and five (5) unit of temporary disablement cover for Defined Contribution members of the Energy Super Fund. Death and Total Disablement cover and temporary disablement cover will only be purchased for employees who are Defined Contribution members of Energy Super. If an employee elects to join a different superannuation fund, Stanwell will not purchase Death and Total Disablement cover and temporary disablement cover for that employee.

Income protection cover provides a maximum amount payable of 90% of salary up to the $2500 per month (including any increases to this amount by Energy Super over the life of this Agreement), for a period of two years for employees in the Defined Contributions section of Energy Super.

6.9. **Redundancy Conditions**

The existing redundancy provisions, as detailed in schedule 2 apply.

6.10. **Employee Indemnity**

Unless inconsistent with any law, the employer will indemnify employees covered by this Agreement against Claims arising out of the employee’s employment and Related Costs (other than Claims by or on behalf of the employer) as well as Related Costs associated with a requirement arising out of the employee’s employment that an employee Participate in a Proceeding if:

the Claim or the requirement that an employee Participate in a Proceeding arises out of an act or omission by the employee in good faith within the scope of his or her employment and, if relevant, within his or her authority; and

the Claim or the requirement that an employee Participate in a Proceeding does not arise out of, and was not contributed to by, an act or omission on the part of the employee which was grossly negligent or which has occurred in willful or reckless disregard of the employee’s employment obligations including any obligations which arise under an applicable law, regulation or standard, or applicable policies and lawful and reasonable instructions of the employer.
The indemnity is subject to the employee providing accurate information to the employer and co-operating reasonably with the employer in relation to the Claim or the Proceeding, including providing written statements to the employer in relation to the circumstances leading to or the subject of the Claim or Proceeding and, if relevant, the provision of reasonable assistance to the employer in formulating its own response to or defence of the Claim or Proceeding.

In this clause:

“Claim” or “Claims” means any originating procedure in a Court, tribunal or similar body including but not limited to a writ, summons, application, claim or complaint in which relief is sought against the employee, whether the claim is first made or notified during or after their period of employment.

"Related Costs" means the employee's reasonable legal costs incurred in the defence of a Claim or in Participating in a Proceeding less any amount recovered by the employee from another party to the Claim or Proceeding.

"Participate" or "Participation" means participation which is reasonably directed by the employer or required by law.

"Proceeding" means a proceeding in a Court, tribunal or similar body including a commission of inquiry whether or not a Claim is made against the employee in that Proceeding.

6.11. Funeral Benefit

$5,000 will be paid (ex-gratia) directly to the estate or directly to the funeral company as a reimbursement, in the event of the death of an employee.

6.12. No Additional Claims

It is agreed that during the life of this Agreement, no extra claims shall be made by either party.

6.13. Right of Entry

Any term providing for an entitlement to enter Stanwell’s premises for a purpose referred to in s.194(f) of the Fair Work Act 2009 (including any term of an award incorporated into the Agreement) shall operate in accordance with Part 3-4 of the Act.

7. PART SEVEN – SCHEDULES

7.1. Schedule 1 – Availability

7.1.1. Availability Roster Arrangements

On non-work days and on the day immediately prior to a non-work day, Stanwell will require maintenance employees to be placed “On Call” through an availability roster, for emergency maintenance coverage.
As a minimum, Stanwell will require a mechanical, electrical and power worker skill to be available during these periods.

An availability roster must consist of employees with the appropriate level of skill and the maintenance workgroup will be responsible for managing the roster. All employees are to be rostered as equal as possible per year, while ensuring individual circumstances are considered. The maintenance workgroup will ensure gaps on the roster are filled and the roster will be available three months in advance. In the event that the roster goes unfilled, Stanwell will have the ability to fill the gap by appointing an employee with the appropriate level of skill while also taking into consideration individual circumstances.

Other employees outside of the maintenance workgroup may be appointed to an availability roster subject to business requirements. Every effort will be made to provide reasonable notice to these employees.

The working of the availability roster will be reviewed on a regular basis by the SBUCC.

1. **Availability Allowance**

   (i) Employees appointed to act as “On-Call or Duty employee” outside of ordinary working hours will be paid in accordance with clause 3.4 Allowances for each day they are appointed.

   (ii) For the purpose of this section, an 'on call' employee shall mean an employee who, outside ordinary working hours, is required to make himself/herself available as per an availability roster to:

   - Respond to Tarong sites within one (1) hour to emergency callouts or recalls to work.
   - Organise additional staff to assist him/her to attend to site for plant issues as part of the availability allowance payment, while on an availability roster. Additional staff will be paid the availability allowance as per (i) above provided the employee makes themselves available for the remainder of the day if required.
   - Provide telephone assistance over the phone. If this negates the need for a call out to site, the employee shall be compensated as per clause 7.1.3.

   Employees who act as an “on call” employee shall ensure that they are fit for work as per Stanwell’s fatigue requirements.

   (iii) An employee who is required to be “on call” and attend on an availability roster because of another employee’s absence or unavailability, will be entitled to be paid the availability allowance. Conversely, the unavailable or absent employee would incur a simultaneous deduction from the allowance.
Employees who are rostered "on call" on statutory holidays shall have one day added to their RDO balance for each statutory holiday on which they are required to be on call.

Should employees request to change the availability roster they will be responsible for advising their superintendent/manager and completing the necessary administrative arrangements.

2. Overtime

Minimum payments prescribed in relevant Awards/Agreement for recalls will be extended to recalls on weekends, except in the cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or where overtime is continuous with the completion of ordinary working time.

3. Rest Break After Overtime

Notwithstanding the provisions contained in the relevant awards, the following will apply:

(i) An employee who is recalled to work between 5pm on Sunday, statutory holidays and administrative closure days and ordinary commencing time on the following working day so that he/she has not had 10 hours off duty between those times, shall, where practicable, be entitled to defer his/her normal starting time on such following working day until he/she has had a 10 hour break.

Provided that overtime worked in such circumstances shall not be regarded as overtime for the purposes of this provision where the actual time worked is less than one hour on such recall or on each of such recalls.

(ii) Employees who are called out after 9pm and before 5am on the following day shall, where practicable, be entitled to defer their ordinary starting time, to have a 10 hour break after completion of the last call-out provided that the total time worked in the call-out or callouts is more than one hour.

This provision shall have application only when an employee has not qualified for a 10 hour break in terms of existing provisions in relevant Awards/Agreement.

(iii) In the circumstances referred to, no deduction of pay shall be made where the break extends into ordinary hours, provided that where it is not practicable for such break be taken, double rates shall be paid until he/she is released from duty for such period. Any ordinary time following his/her release from duty shall be paid at ordinary rates.

(iv) Provided that the employee qualifies for a 10 hour break in respect to the provisions of the relevant Award/Agreement and the provisions of (i), (ii), (iii) or (iv) above, such break shall commence from the time he/she returns home from the last recall.

4. Transport
Employees on availability rosters recalled to work, other than for pre-arranged overtime, and who are required to use a private vehicle to get to and from work, will be paid the appropriate mileage allowance prescribed by the Australian Tax Office.

5. Cribs

Notwithstanding the provisions of the relevant attached Award (schedule 7), it is agreed that the following clause has application in respect of overtime worked between midnight Sunday and midnight Friday - where employees are called out they shall be allowed to take 45 minutes for crib after each four hours' overtime worked for which no deduction shall be made.

6. Meal Allowance

Where an employee is called out after his/her normal ceasing time, but before 7pm or within two hours of his/her normal starting time he/she shall be entitled to a meal allowance as prescribed by relevant Award/Agreement and in addition, he/she shall be allowed 30 minutes as soon as possible thereafter, without deduction of pay, to partake of a meal.

7.1.2. Recalls, Emergency Call-Outs Guidelines

1. Overtime

The minimum payment of four hours at overtime rates shall apply to recalls Monday to Sunday for all employees covered by the agreement and who qualify within the terms of section 2.

An employee shall not be required to work the full four hours if the job he/she was recalled to do is completed within a shorter period except in the case of unforeseen circumstances, for example if a second job that would normally necessitate a recall should arise after he/she has been recalled and prior to his/her leaving the station on completion of the first recall. In this case he/she may be asked to perform the second job as part of that recall, but will still only receive one minimum payment.

The minimum should be paid at current overtime rates for recalls of less than four hours worked on any day Monday to Saturday inclusive. Outside of the hours 12 midnight and 6am Monday to Friday and 12 Midnight and 7am Saturday, the following guide is provided:-

First Recall for the Day

Three hours at time and one half, one hour at double time.

Second Recall for the Day

If actual time worked on first recall is three hours or more, payment is four hours at double time.

If actual time worked on first and second recall is more than three hours, payment is three hours less the actual time worked on the first recall at time and one half. The remainder of the four hours minimum is to be paid at
If actual time worked on first and second recall is less than three hours, payment is three hours at time and one half, one hour at double time.

Minimum for recalls after midnight and before 6am Monday to Friday after midnight and before 7am on Saturday and at any time on Sunday will be at double time. Actual time worked during these hours will be taken into account in assessing the overtime rate outside of these hours on the same day.

This provision will not apply to overtime worked continuous with normal commencement if notified on the previous day.

2. Rest Break After Overtime

The time of arrival on the job is to be used for the purpose of assessing eligibility for a rest break.

(i) The rest break after overtime provisions apply by Award/Agreement prescription to overtime worked on normal working days Monday to Friday inclusive. The agreement extends the award provisions to Sundays, statutory holidays and administrative closure days. The remainder of the rest break after overtime provisions in section 3 of the Agreement also apply to Sundays, statutory holidays and administrative closure days. On these days 5pm is to be used in lieu of normal ceasing time.

(ii) The Award/Agreement provision shall apply to recalls between normal ceasing time and 9pm (see 1 on the attachment). In this case, eligibility for a 10 hour break is earned only if the duration of such recall or each of such recalls is of three hours or more.

(iii) In general the practice will be for employees to take the 10 hour break where entitlement exists after the job which he/she was recalled to perform has been completed, except in the instance where an emergency situation arises and he/she is requested by his/her Process Area Officer or Superintendent to continue or resume work without having taken the rest break.

(vi) This provision which allows commencement of the rest break after returning home from the recall assumes that the employee travels direct from work place to home after completion of the recall.

3. Cribs

The crib break provision applies only to recalls Monday through Friday. On weekends the provisions of the relevant Award attached (see schedule 7) will apply. In the instance that a crib is not taken when due, payment for the break at the current overtime rate will be made.

4. Meal Allowance

As entitlement to the meal allowance and meal break in this provision is
earned only for recalls made prior to 7pm on one day and within two hours of normal commencement time the following day, the occasion will not arise wherein an employee will be eligible for a rest break and meal break simultaneously. The normal allowance will be as prescribed by relevant Awards/Agreement. Should a meal break not be taken under this provision when entitlement exists, no payment will be made in lieu.

7.1.3. Telephone Assistance

Employees who respond to remote calls to provide general assistance shall be entitled to receive a minimum payment of one (1) hour overtime and the availability allowance if they were On-Call. This will cover the employee for all calls taken within that initial hour. Where the employee responds to additional calls after this initial one hour period the employee is eligible for an additional hour of overtime for each hour until such time as the work is completed.
7.2. Schedule 2 – Redundancy Provision

1. Application

These provisions will apply to all employees whose positions have been declared redundant.

2. Definition

A position becomes redundant when the employer’s need for work of a particular kind at a location has diminished or ceased.

3. Objectives

The objectives of these Provisions are to:
- Maintain employees in employment with Stanwell Corporation Limited wherever possible.
- Give preference to redeployment and voluntary redundancy where appropriate.
- Retrain employees to assist them to obtain alternative employment within Stanwell Corporation Limited.
- Provide financial assistance for employees who accept transfers to other locations within Stanwell Corporation Limited in the form of payment of certain expenses.
- Pay monetary compensation to employees for whom suitable alternative employment cannot be found and whose employment is to be terminated.
- Provide employees with the option of voluntary retrenchment when appropriate.
- Assist employees find employment outside the service of Stanwell Corporation Limited.
- Provide as much assistance as practicable to help the employee manage the redundancy process.

4. Consultation With Relevant Unions

Where it appears that a position or positions are likely to become redundant, and prior to formal redundancy notices being issued, the employer will provide all relevant details to the unions at the earliest possible time.

These details will include:
- The reasons for the position or positions becoming redundant.
- The number, location and other details of the redundant positions.
- The employer will also arrange discussions with the Unions which will include:
  - The method of identifying positions as redundant, having regard to the efficient and economical working of the enterprise.
  - Advice and the timing of that advice to the employees.
  - The appropriateness of using voluntary retrenchment.
  - Redeployment options

5. Period Of Notice

Following the consultation process in accordance with section 4, employees and their unions will receive formal notification of redundancy in accordance with the provisions of the Act set out below.
(a) If an employee's continuous service is:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>(i) Not more than one year</td>
<td>One week</td>
</tr>
<tr>
<td>(ii) More than one year but not more than three years</td>
<td>Two weeks</td>
</tr>
<tr>
<td>(iii) More than three years but not more than five years</td>
<td>Three weeks</td>
</tr>
<tr>
<td>(iv) More than five years</td>
<td>Four weeks</td>
</tr>
</tbody>
</table>

(b) Increased by one week if the employee:
   (i) Is over 45 years old, and
   (ii) Has completed at least two years of continuous service with the employer.

When this period of notice has expired the employer will terminate these employees if suitable alternative employment has not been found within Stanwell Corporation Limited.

Where the position becomes redundant, and after consultation with the employees and their representatives, the employer will notify the Commonwealth Employment Service of details of the employee who will be affected by the redundancy.

6. **Preference**

Employees will be given preference of employment in any vacant or new positions provided they are reasonably qualified for appointment to these positions.

7. **Exceptions**

These provisions will not apply where an employee:
- Unreasonably refuses an offer of suitable alternative employment within Stanwell Corporation Limited in Queensland.
- Terminates employment before the expiration of the period of notice without prior approval of the employer and this approval has not been unreasonably refused.
- Is terminated for neglect of duty or serious misconduct.

8. **Dispute Settling Procedure**

Disputes arising from this agreement will be dealt with in terms of the grievance or dispute settling clause in this Agreement.

9. **Effective Date**

These provisions will become effective from the date of certification.

10. **Redeployment**

Following consultation with unions and employees as detailed in clause 4 of this schedule, all efforts will be made to find suitable alternative employment for employees whose positions are to be declared redundant. After this notification,
each employee will be interviewed individually to determine any retraining required to be carried out by the employer.

The agreement to have no forced retrenchments depends upon the employee accepting reasonable retraining and redeployment to a position which is equivalent in status and remuneration within their current locality to the extent that would not require a move of residence or travel further than 50 kilometer radius of their original work location.

Employees who may find their positions redundant during the life of this agreement will have their salary maintained, without reduction including future Agreement increases, for the tenure of their employment with Stanwell Corporation.

The conditions for payment of transfer expenses applicable to employees who accept transfers to other locations will be in accordance with the existing “Relocation Policy”.

Transferred employees will be eligible for retrenchment benefits if it is found within three months by either themselves or the employer that the alternative position is unsatisfactory. The employee’s relocation expenses to their original location will be paid by Stanwell Corporation.

11. Retrenchment

The employer may accept applications from employees for voluntary retrenchment at its discretion. Employees whose offers of voluntary retrenchment are accepted by the employer will be entitled to receive all eligible retrenchment benefits on termination.

Redundant positions and retrenchments will be identified having regard to the efficient and economical working of the enterprise. Where an employee is considered for retrenchment, a selection process based on agreed objective criteria including merit, equity, skills competencies and length of service will be undertaken. This agreement will not be unreasonably withheld by parties to these provisions. This process will not discriminate on the basis of sex, sexual preference, marital status, pregnancy, family responsibilities, age, race, colour, national origin, impairment, trade union activity, political conviction or on any other ground outlined by all and any relevant legislation. The application for the agreed objective criteria will be discussed with the relevant union/s in accordance with section 4 prior to their implementation.

Where a bona fide shift worker is being retrenched and it is necessary to alter the employee’s accepted roster within the timeframe outlined in paragraph 5, the employee will continue to receive as a minimum, loadings as worked according to the current roster, or the average percentage loading applicable to the cycle of the previous roster, whichever is the greater. Termination payment will be made in the normal manner, based on this determination.

On termination, eligible employees will receive:

- An ex-gratia retrenchment payment of three weeks per year of service, together with a proportionate amount for an incomplete year of service. The minimum and maximum Retrenchment Payments are equivalent to three weeks and 75 weeks respectively.
- A payment of 13 weeks in compensation for the removal of the previous provision of six months notice. This payment of 13 weeks is also inclusive of the previous ESIP provision.
- A payment of an additional four week’s salary.
- A payment of $1,000 per employee for external training.
- A long service leave payment of 1.3 weeks at the ordinary rate for each completed year of service, and a proportionate amount for an incomplete year of service, less any long service leave already taken.
- Payment of accrued and pro-rata annual leave.
- An Income Protection Policy to provide some compensation for loss of accumulated sick leave. This Policy will be subject to market accessibility and limited to a period of two years.
  (a) The ordinary rate of pay for Retrenchment Payment will be the annualised rate where applicable or in other cases the all purpose rate including power station allowance, industry payment and locality allowance, where applicable but excluding shift loadings and weekend penalty payments, where applicable.
  (b) Eligible employees are those:
    - Who have not been able to secure alternative employment within Stanwell Corporation.
    - Have at least one year’s continuous service.
  (c) Employees who are retrenched and leave the area to take up employment outside Stanwell Corporation may receive relocation assistance. Each case will be considered on its merit and referred to the General Manager People, Performance and Culture for approval. The primary issue is that the employee’s employment prospects would be enhanced in the new location.
- Relocation assistance would generally be limited to the costs of travelling expenses for the employee and family and removal costs of furniture and household effects as per the Relocation Policy. Items to be excluded would be:
  - Real estate related expenses.
  - Familiarisation visits.
  - Special leave.
  - Temporary accommodation.
- Leave without pay will be granted to attend personal employment interviews with the approval of the local Manager. This will apply to employees who have been identified as per section 4.
- Compensation by way of a retrenchment benefit is compensation for loss of job tenure and it is not a resignation benefit.
- Each employee will be given a statement showing the calculation of an estimate of the retrenchment payment at least 14 days before termination.
12. Review

These provisions will be subject to continuous review to ensure they reflect community standards with any party being able to initiate negotiations at any time.
7.3. **Schedule 3 – Long Service Leave**

7.3.1. Entitlement to Long Service Leave

A Government Owned Electricity Employee (GOE) industry employee is entitled to long service leave under this part if:

(a) the employee has at least 10 year continuous service; or
(b) the employee resigns because of a domestic or other pressing necessity and has at least seven years continuous service ending when the person resigns; or
(c) the person dies or resigns and has at least five years continuous service ending when the person dies or resigns.

Subsection (c) only applies to an employee who resigns before reaching 55 years old only if the employee gives to the employer a certificate, from an appropriate doctor, stating the person cannot continue in the person’s present employment because of the employee’s ill health.

An “appropriate doctor” means a doctor who the employer is satisfied has the appropriate expertise to decide whether or not the person is able to continue in the person’s present employment.

7.3.2. Service Recognised for Long Service Leave Provisions

Continuous service for a GOE industry employee means:

(a) service that is actually continuous; and
(b) a period of former service that, under sections 308 and 75 is recognised for working out the period of service of the employee in the GOE industry; and
(c) for an employee who became a GOE industry employee on 1 January 1995 because of the Government Owned Corporations (QGC Corporations (QTSC Corporatisation)) Regulation 1994 under the GOC Act – previous service, including broken service, recognised as service for long service leave purposes under the *Electricity Act 1976*.

7.3.3. Calculation of Long Service Leave

Long service leave is calculated at the rate of 1.3 weeks on the appropriate pay for each year of the employee’s continuance service.

The appropriate pay is:

(a) for a full-time employee – at the full pay rate; and
(b) for a part-time employee – at a proportionate amount of full pay rate.

7.3.4. Minimum Period

The minimum period of long service leave that may be granted at a time is four days.

7.3.5. Periods of Absence Without Pay that Count as ‘Service’

An employee's absence without pay from employment is only counted as the
employee's service if:
   a)  the absence is as sick leave for not more than three months; or
   b)  the employee is paid for the absence under the current Workers' Compensation Act for an injury suffered by the employee; or
   c)  the absence is for leave (other than sick leave) of not more than two weeks granted by the employer; or
   d)  the employer has approved the inclusion of the period of the absence in the employee's period of service.

7.3.6. Applications for Long Service Leave

An employee who has an entitlement to long service leave and wishes to take long service leave must make written application to the employer for the leave giving timely notice of the wish to start the leave.

7.3.7. Employer’s Right to Refuse or Defer Long Service Leave

An employer may refuse an employee’s application for long service leave if:
   a)  timely notice was not given; or
   b)  the granting of the leave applied for would be unreasonably detrimental to the work of the branch or section in which the applicant is employed.

If an application is refused, the employer must arrange with the employee for the leave applied for to be taken as soon as is mutually convenient.

7.3.8. Employer’s Right to Recall an Employee from Leave

If special circumstances exist, an employer may cancel long service leave already granted or recall an employee to duty from long service leave.

If an employer acts the employee has a discretion:
   a)  to agree with the employer to take the long service leave, or the balance of long service leave, at a mutually convenient time; or
   b)  to require the employer to credit the leave or balance of leave to undrawn long service leave entitlement; and
   c)  in the event an employee is recalled from approved leave during the above mentioned periods, even if by mutual agreement, the employer will be responsible for reimbursing the employee on the production of evidence for any non-refundable financial loss incurred.

7.3.9. Public Holidays During Long Service Leave

If an employee is entitled under the employee's terms of employment to a particular public holiday and the public holiday happens during a period when the employee is absent on long service leave, a day is added to the employee’s period of leave.

7.3.10. Illness During Long Service Leave

1.  If the employee has been ill or injured during the period of long service leave for a minimum of a one week period and unfit for duty they can apply for sick leave and have their long service leave credited back to their balance.
2. The employer must approve the granting of personal leave instead of long service leave for the period of the inability to perform normal duties if:
   a) the employee makes written application for the leave; and
   b) the employee produces a medical certificate from a doctor stating the employee, if the employee had not been on leave, could not have performed the employee's normal duties because of illness or injury; and
   c) the entire period mentioned in subsection 1 is covered by the medical certificate produced.

3. May apply to more than one period of personal leave if subsection 2 is complied with for each period.

4. The period of personal leave granted instead of long service leave under subsection 2 (the "adjusted period") is the period for which the employee would have been absent on sick leave had the employee not been on long service leave.

5. If an employee is granted a period of personal leave under subsection 2:
   a) the day the employee is to resume duties after the long service leave is not affected; and
   b) the adjusted period is added to the employee's entitlement to long service leave.

6. As soon as practicable after being granted a period of sick leave under subsection 2, the employee may ask the employer for an extension of the period for which he/she employee is currently absent on long service leave.

7. If the employer agrees to the request:
   a) the period for which the employee is currently absent on long service leave is extended by the adjusted period; and
   b) the employee's entitlement to long service leave is not affected.

8. This section applies despite section 4 but subject to the following sections:
   ▪ Section 7.3.7 (Employer's right to refuse or defer long service leave).
   ▪ Section 7.3.8 (Employer's right to recall an employee from leave).

7.3.11. Payment of Cash Equivalent of Long Service Leave

1. This section applies if, on the day an employee's employment ends (the "last day"), the employee is entitled to a period of long service leave.

2. The employer must make a payment instead of granting the employee the period of long service leave.

3. The amount of the payment is an amount equal to the amount that would have been paid to the employee if the employee had, on the last day, taken all long service leave to which the employee was entitled on
the last day.

4. If the employee has not died, the employer must pay the amount to the employee on the last day.

5. If the employee has died, the employer must pay the amount as soon as practicable:
   (a) to the persons (if any) who, the employer is satisfied, are completely or substantially dependent on the earnings of the employee; or
   (b) in other cases - to the employee’s estate.

7.3.12. Preservation of Certain Existing Rights

1. This section applies to an employee (the "affected employee") who became a GOE industry employee on 1 January 1995 because of the Government Owned Corporations (QGC Corporatisation) Regulation 1994 or the Government Owned Corporations (QTSC Corporatisation) Regulation 1994 under the GOC Act and who, under the long service leave arrangements of the Electricity Act 1976, would have been entitled:
   (a) to a greater period of long service leave than the entitlement under this regulation; or
   (b) to an amount of cash equivalent of long service leave greater than the amount of cash equivalent of long service leave to which the employee is entitled under this part; or
   (c) either, to long service leave or to a cash equivalent of long service leave under the arrangements and is not entitled to long service leave under this part.

2. If the affected employee complies with the appropriate sections of this part, the employee is entitled to be granted the equivalent of long service leave that is greater in amount or the cash equivalent of long service leave to which the employee would have been entitled if the long service leave arrangements had remained in force.

3. The granting of long service leave or the payment of a cash equivalent of long service leave under this section is otherwise subject to this part.

7.3.13. Special Provisions for Operations Employees

There is no entitlement to long service leave loading prior to 1st July, 1980 as long service leave loading only applies to each completed year of service commencing on 1st July, 1980.

A record of all shift workers’ penalties paid will be kept for the determination of loading to apply to long service leave entitlements. Each year to stand alone for this loading.

The loading is determined as follows:
1) 7.5% minimum
2) average penalties worked, if greater than 7.5%
3) on shift aggregated rate if employee has worked 26 weeks or more on continuous shift in one year.
The determination above shall apply to any nominated relief shift worker or non-continuous shift worker taking long service leave for each completed year of service after 1st July, 1980.

Any continuous shift worker taking long service leave shall be paid their on shift Aggregated salary rate for all the period spent as a shift worker (or otherwise) after 1st July, 1980.

A nominated relief shift worker or non-continuous shift worker who was formerly a continuous shift worker who takes long service leave shall be paid as follows. Their on shift Aggregated salary rate for the period after 1st July, 1980 as a continuous shift worker and the appropriate rate for the period as relief shift worker or non-continuous shift worker after 1st July, 1980.

Any form of shift worker who reverts to day work for any reason and who takes long service leave will not receive any loading irrespective of his/her status when such leave was accrued.

7.3.14. Access for Current Employee After Seven Years Service

A current employee who has completed at least seven years continuous service but less than 10 years continuous service has an entitlement to take pro rata long service leave. At the time of taking such leave the pro rata entitlement less any pro rata leave previously taken may be taken providing the period is four days or greater, but up to a maximum of three weeks per year. This leave may only be applied for if the employee has less than four weeks annual leave credit remaining at the time of taking such leave.
7.4. **Schedule 4 – Short-term Shift Agreement**

Formerly the QEC Short-term Shift Arrangements (as amended).

7.4.1. Application

Notwithstanding the provisions of the above awards, the following are the conditions that will apply to day work employees covered by this agreement when work is performed on short-term shift.

7.4.2. Definitions

- **“Shiftwork”:** Where two or three shifts are performed per day in any combination of day, afternoon and/or night shift.
- **“Shiftworker”:** An employee who works shiftwork, on a non-rotating afternoon or night shift or as defined above, on a rotating basis.
- **“Daywork”:** Rostered ordinary hours which fall between the hours of 6.00am – 6.30pm, Monday to Friday as per clause 4.2 of this Agreement.
- **“Dayworker”:** An employee who only works daywork regardless of the fact that two or three shifts may be operating. If the employee is permanently rostered to perform the day component of the shift roster, the employee is a dayworker not a shiftworker.
- **“Day Shift”:** A shift worked between the hours of 6.00am and 6.00pm.
- **“Afternoon Shift”:** A shift finishing after 6.00pm and at or before midnight.
- **“Night Shift”:** A shift finishing after midnight and at or before 8.00am

7.4.3. General Conditions for Short-term Shift

1. Two or three shifts, combining day, afternoon and night, will be organised on a five days per week basis, from Monday to Friday, during the short-term shift work period.

   Management will determine whether a two or three shift roster will be used, depending on what would be most appropriate for the work to be performed.

   Any combination of day, afternoon or night shifts may be worked under a two shift arrangement.

   Shifts may commence on any day Monday to Friday.

   Shift work will not be worked on weekends although extended overtime may be used and follow the same pattern established by the roster Monday to Friday. However, the shift roster should not include the
Saturday or Sunday work.

There are no limitations on the duration of the shift period.

2. The duration of each ordinary shift will be eight hours and three minutes.

These shifts will be arranged by power station management where possible:

(a) With nine ordinary shifts per fortnightly period
(b) With the rostered day off linked to the weekend.

3. Power station management will endeavour to arrange where practical a minimum interval of 10 hours between when an employee:

(a) Ceases to work normal day work and starts on short-term shift work
(b) Ends work on short-term shift work and returns to normal day work.

Where Stanwell policy or procedure (i.e. capacity for work) provides for breaks in excess of these minimum interval requirements then the conditions of the policy or procedure shall apply.

4. Power station management will endeavour to arrange shift rosters to balance the frequency of each day, afternoon and night shift worked by the short-term shift workers.

5. The duration of each short-term shift period will be established by power station management, taking into consideration the maintenance work to be performed and the employee input and skills needed. Power station management will be able to reduce or extend the roster period during the course of short-term shift work conditional on 24 hours advance notice being given to rostered personnel.

There is no mandatory period or notice for the commencement of shift work although as much notice as possible should be provided.

6. Power station management will be able, in urgent and special circumstances, to direct short-term shift workers to perform maintenance on plant other than plant being maintained on, shift. In such instances, the workers will retain short-term shift work conditions.

Where an availability roster or recall system exists at the time of working a short term shift roster, those arrangements should continue to be used. This may require a rearrangement of the availability roster as short-term shift employees will not be available for recall.

7. The current roster, for short term shift work on a 12 hour basis is shown below:
8. Changes to the current roster will only be undertaken by the agreement of the relevant parties. Provided, that no party may unreasonably withhold their agreement to a change of roster.

9. A crib break of 30 minutes duration during the shift will be provided to all employees on short-term shift work, for which no deduction to pay shall be made. The crib break will be taken as directed by the Superintendent to best suit the requirements of the maintenance work being performed, provided that no employee shall be required to work more than six hours without a break for a meal. Normal rest pauses to be taken on the job during the first and second half of the shift will also be provided.

10. An employee on short-term shift work:
   (a) Who works so much overtime between the termination of an ordinary shift on one day and the commencement of an ordinary shift on the next day that the employee has not had at least eight consecutive hours off duty between those times, or
   (b) Who works so much overtime on a Sunday, Public Holiday, or Administrative Closure Day that the employee has not had at least eight consecutive hours off duty after such overtime before commencing an ordinary shift on the next day;

   Shall be released after completion of such overtime until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Employer such an employee resumes or continues work without having had such eight consecutive hours off duty, and the employee shall be paid double rates until the employee is released from duty for such period and the employee shall then be entitled to be absent until the employee has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

11. Overtime for short-term shift workers will be paid at double ordinary rates. Provided, however, that any time worked in excess of the hours prescribed by the roster by employees on afternoon or night shift shall be paid for as overtime at the rate of double time on their afternoon or night shift rate.

   Payment at the rate of double time on the afternoon or night shift rate means that the shift penalty applicable to the overtime worked will be that applying during the shift period in which it occurs providing that an afternoon or night exists at that time.

<table>
<thead>
<tr>
<th>Day</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
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<th>10</th>
<th>11</th>
<th>12</th>
<th>13</th>
<th>14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shiftworker</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Shiftworker</td>
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<td>A</td>
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<td>-</td>
<td>-</td>
<td>A</td>
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<td>A</td>
<td>A</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>
The inclusion of shift penalties will not apply to extended overtime worked on Saturday and Sunday for the reason that this is not shift work.

(b) Where planned maintenance short-term shift workers work extended overtime on weekends and rostered days off, two rest pauses and a crib break will be provided without loss of pay in each eight hour work period.

12. Where employees are rostered to work 12 hours they will be paid in accordance with the following examples:

**Night Shift**
- Shift/Ordinary Time (2300-0700) 8.05 @ Ordinary rates + 25% 10.05 hours
- Overtime (1900-2300) 4.00 @ Double Time + 20% 9.60 hours
- **Total for Attendance** 19.65 hours

**Afternoon Shift**
- Shift/Ordinary Time (1500-2300) 8.05 @ Ordinary rates + 20% 9.65 hours
- Overtime (1100-1500) 4.00 @ Double Time 8.00 hours
- **Total for Attendance** 17.65 hours

**Day Shift**
- Shift/Ordinary Time (0700-1500) 8.05 Ordinary rates 8.05 hours
- Overtime (1500-1900) 4.00 Double Time + 20% 9.60 hours
- **Total for Attendance** 17.65 hours

13. Power station management will define the tasks to be performed on short-term shift work, plus resources needed, and post such details for employee attention seeking volunteers. Power station managers will nominate individuals to fill the roster when insufficient volunteers are available. The period of the shift work should also be nominated.

Wherever possible consideration for the employees' personal commitments should still be exercised when it is necessary to nominate employees to fill the roster.

14. Payment to short-term shift workers will be based on ordinary rate for 8.05 hours of work per day and comprise:

(a) The employee's ordinary base rate.

(b) An afternoon and night shift penalty rate of 20% and 25% respectively above the ordinary rate provided that these penalty rates are in recognition of:

(i) the disabilities associated with short-term shift work;
(ii) the conditions applicable to other shift employees but not available to short-term shift employees;
(iii) acceptance of the conditions of this Agreement.

(c) Double ordinary rates paid for hours worked during the roster period which exceed the hours that an employee would have worked in normal day work during the roster period.
(d) A penalty allowed in cases of short-term shift work where an employee:

- Who receives a 10 hour break before commencing short-term shift work being entitled to all short term shift conditions and penalty rates.

- Who does not receive a 10 hour break before commencing short-term shift work being entitled to double ordinary time for the first afternoon or night shift or part thereof worked and short term shift conditions and penalty rates for subsequent shifts.

- Who receives a 10 hour break prior to returning to day work, being pay ordinary time for the hours that would normally be worked during the break period.

- Who does not receive a 10 hour break prior to returning to day work, being paid double ordinary time for all hours worked until released for a 10 hour break.

The above conditions will also apply when additional classification are needed during the course of short-term shift work or when vacancies arise in a short-term shift crew.

7.4.4. Special conditions for Short-term Shift Less Than Six Days

1. If a period of short-term shift work concludes in less than six days (excluding public holidays, administration closure days, weekends and days absent) it will not be regarded as shift work. However, payment will be at the rate of three hours at time and one-half and the rest at double time for the afternoon and night shifts. Shift penalty rates will not be paid.

2. If a period of short-term shift work is six days or greater (excluding public holidays, administration closure days, weekends and days absent), it will be regarded as short-term shift work as per clause 7.4.3 General Conditions for Short-term Shift.

3. Overtime payments (excluding weekends) shall be loaded by the penalty rates applicable to the hours in which such work is performed.

4. In the event that the duration of the shift work is not known, payment for the shifts performed up, to the six day minimum will be initially at the shift loading of 20% for the afternoon shift and 25% night shift respectively as referenced in 7.4.3.12.

5. In the event that the duration of the shift work concludes in less than six days this is still regarded as shift work, however the above payment of penalties for Night Shift and Afternoon shift (excluding overtime) as referenced in 7.4.4.4 is reversed and replaced in accordance with the following examples:
### Night Shift
- **Shift/Ordinary Time (2300-0700)**: 3.0 @ time ½ and 5.0 @ double-time
- **Overtime (1900-2300)**: 4.00 @ Double Time
- **Total for Attendance**: 14.50 hours, 8.00 hours
- **Total for Attendance**: 22.50 hours

### Afternoon Shift
- **Shift/Ordinary Time (1500-2300)**: 3.0 @ time ½ and 5.0 @ double-time
- **Overtime (1100-1500)**: 4.00 @ Double Time
- **Total for Attendance**: 14.50 hours, 8.00 hours
- **Total for Attendance**: 22.50 hours

### Day Shift
- **Shift/Ordinary Time (0700-1500)**: 8.05 Ordinary rates
- **Overtime (1500-1900)**: 4.00 Double Time
- **Total for Attendance**: 8.05 hours, 8.00 hours
- **Total for Attendance**: 16.05 hours

#### 7.4.5. Transport

At Tarong Power Station, where transport to and from work is presently provided to maintenance employees, such arrangements will continue to apply for employees performing short-term shift work maintenance.

#### 7.4.6. Union Notification

The union concerned will be advised by power station management when short-term shift work is scheduled for planned maintenance work.
7.5. Schedule 5 – 12 Hour Shift Arrangements

Part 1 – Preliminary

1.1 Application of Schedule

This Schedule applies to all Stanwell Corporation employees specifically mentioned herein and who are primarily engaged in the operation of generating and auxiliary plant at the Tarong Power Stations.

1.2 Relationship to Awards and Other Agreements

This schedule must be read in conjunction with the Tarong Power Stations Enterprise Agreement 2015 provided that where there is an inconsistency, this Schedule is to take precedence.

Part 2 – Terms and Conditions

2.1 Penalties for Employees Rostered into 12 Hour Continuous Shifts

12 hour shift penalties will be paid at 42% of (base + power house +2.5% +industry).

Aggregated Salary Table

All continuous shift workers will be paid an aggregated salary of their base wage plus penalties and allowances divided by 52 weeks.

\[
\frac{(\text{Base} + 2.5\% + \text{Industry} + \text{Power house} \times 42\% ) + \text{Locality} + \text{Rday} + \text{Hand over} + \text{Change over} + \text{Make Good}}{52}
\]

Package Before Shift Penalties

<table>
<thead>
<tr>
<th>Classification</th>
<th>15/16 Base</th>
<th>2.5% Shift 1982 Loading</th>
<th>Industry 1999 Not Indexed</th>
<th>Power House Allowance</th>
<th>All-purpose package</th>
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<tr>
<td>PT1 - Grade 6 (95%)</td>
<td>76,103</td>
<td>1,903</td>
<td>676.00</td>
<td>1,174</td>
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<tr>
<td>PT1 - Grade 6 (100%)</td>
<td>80,109</td>
<td>2,003</td>
<td>676.00</td>
<td>1,174</td>
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<td>PT2 - Grade 7 (95%)</td>
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<td>676.00</td>
<td>1,174</td>
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<td>PT2 - Grade 7 (100%)</td>
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<tr>
<td>PT3 - Grade 8 (95%)</td>
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<td>97,571</td>
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<tr>
<td>PT3 - Grade 8 (100%)</td>
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<td>2,458</td>
<td>676.00</td>
<td>1,174</td>
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<tr>
<td>PT4 - Grade 9 (95%)</td>
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<td>Shift Superintendent - Grade 10 (95%)</td>
<td>118,259</td>
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<td>676.00</td>
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<tr>
<td>Shift Superintendent - Grade 10 (100%)</td>
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### Package After Shift Penalties

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<tr>
<th>Classification</th>
<th>42% Shift</th>
<th>Locality Flat</th>
<th>R-Day Loading</th>
<th>Hand Over 1999 Not Indexed</th>
<th>Change Over 1999 &amp; 2009 21.37 Hrs PA All Purpose</th>
<th>Shift Package</th>
<th>Make-Good % Shift Package</th>
<th>Total Shift Package</th>
</tr>
</thead>
<tbody>
<tr>
<td>PT1 - Grade 6 (95%)</td>
<td>33,539</td>
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<td>2,313</td>
<td>1,357</td>
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<td>118,668</td>
<td>0.6145</td>
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<td>952</td>
<td>124,664</td>
<td>0.6151</td>
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<tr>
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<td>1,163</td>
<td>151,895</td>
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<td>1,357</td>
<td>1,257</td>
<td>164,033</td>
<td>0.6181</td>
<td>165,047</td>
</tr>
<tr>
<td>PT5 - Grade 9 – Plant Officer (100%)</td>
<td>48,998</td>
<td>697</td>
<td>3,380</td>
<td>1,357</td>
<td>1,323</td>
<td>172,416</td>
<td>0.6186</td>
<td>173,482</td>
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<td>51,687</td>
<td>697</td>
<td>3,565</td>
<td>1,357</td>
<td>1,395</td>
<td>181,767</td>
<td>0.6190</td>
<td>182,892</td>
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<tr>
<td>Shift Superintendent – Grade 10 (100%)</td>
<td>54,367</td>
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<td>3,750</td>
<td>1,357</td>
<td>1,467</td>
<td>191,083</td>
<td>0.6190</td>
<td>192,266</td>
</tr>
</tbody>
</table>

Table is as at 1 August 2015 (Numbers Rounded)

### 2.2 Salary for the Purpose of Superannuation

1. Employees Rostered into 12 Hour Continuous Shifts
   
   Super base = (Base + 2.5% + Industry + Power House + Locality)

   (a) Employees in the Defined Contribution fund
   
   Salary for the purpose of superannuation will be super base + 42%.

   (b) Employees in the Defined Benefit fund
   
   (i) Salary for the purpose of superannuation will be super base + 30%.
   
   (ii) The employer will make an additional contribution of 10% of the employee’s super base x 12%, and this contribution shall be made into an accumulation fund for Defined Benefit fund members. This additional contribution will be shown on the members annual member statement as a separate contribution.

2. Superannuation for Day workers, Maintainer Operators and Daywork Operators.

   (a) Maintainer Operators and daywork operators salary for the purpose of superannuation is base + 15%. They shall have their salary for superannuation purposes increased to that described (1)(a) and (b) above, depending on which fund they were in, when actually working shift work.

   (b) Dayworkers would continue to receive a superannuation salary of base. Should they become relief shift workers, their salary for the purpose of superannuation would be as described at (2)(a).
Part 3 - Definitions And Allowances

3.1 Definitions

1. **12 Hour Evening Shift 1900-0700:**
   
   12 hour Evening shifts shall commence at 1900 each night and finish at 0700 the following morning.

2. **12 Hour Day Shift 0700-1900:**
   
   12 hour Day shifts shall commence at 0700 each morning and finishes 1900 each afternoon.

   A Daywork Operator is an employee who is not permanently assigned to either of the above rosters

3.2 Shift Design and Selection

Clause 4.11 of Tarong Power Stations Enterprise Agreement 2015 will be applied.

3.3 Career Path/Opportunities/Progression

1. Entry into a permanent daywork operator role will be at 95% of PT2 on daywork progressing to on shift positions as vacancies occur in accordance with 3.3.3 of this schedule.

2. Upon successful completion of all relevant training, a permanent daywork operator will progress to 100% of PT2.

3. Preference will be given to internal permanent day work operator / maintainer operator candidates over external candidates for on shift vacancies if they are both deemed equally suitable for the role through a merit selection process.

4. Permanent on shift personnel shall agree to progress to a minimum of PT3 within 12 months of starting permanent 12 hour shiftwork.

3.4 Allowances

1. R day allowances shall be payable as per the earlier salary table.

2. In addition to the above, Maintainer Operators required to perform maintenance work, whether during their ordinary daywork or while working, or relieving on, any operational shift, shall remain entitled to all other allowances provided for within clause 3.4 of the Tarong Power Stations Enterprise Agreement 2015.

Part 4 - Hours Of Work

4.1 Ordinary Hours of Work

4.1.1 Daywork Operators and Maintainer Operators

Clause 4.2 of the Tarong Power Stations Enterprise Agreement 2015 will be applied.
4.1.2 Shift Workers

1. Subject to the following provisions the ordinary hours of shift workers shall not exceed 36.25 hours per week.

2. The ordinary hours of work referred to in clause 1 hereof may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster cycle not exceeding that number of hours ascertained by multiplying the number of weeks in the roster cycle by 36.25 and may be worked according to the agreed roster.

3. Roster cycle is the period (time in weeks) that the roster takes to return to its starting day of the same shift.

4.2 Relief Shift Conditions

4.2.1 Daywork Operators

1. Daywork Operators may be required to provide relief on continuous shift rosters.

2. Whilst rostered into a shift, Daywork Operators will receive the same entitlements and conditions as this agreement provides for shiftworkers.

3. Daywork Operators shall not be rostered to work less than a full block of shift roster.

4. Daywork Operators shall not be rostered for more than four consecutive shifts without the option of a 48 hour break.

5. Daywork Operators shall not be rostered for more than three consecutive night shifts.

6. Daywork Operators, when required to change from their normal day work hours for relieving to a particular shift, shall be provided with at least 48 hours notice or be paid overtime rates for the first shift.

7. Daywork Operators, when required to change from their relief shift work to their normal day work hours, shall be provided with at least 48 hours notice or be paid overtime rates for the first day work shift.

8. Day work Operators whilst on shift will have their annual leave calculated on a pro-rata basis (Number of hours worked on shift/1885 * 36.25 hrs) + 145 hours, (1885 is the number of hours in a year).

9. Daywork Operators whilst rostered onto shift will have their R-days calculated as = R Days: Number of hours worked on shift/1885*118 hours.

4.2.2 Maintainer Operators

1. Maintainer Operators with the relevant qualification may be required to provide relief on continuous shift rosters.

2. Whilst rostered into a shift, Maintainer Operators will receive the same entitlements and conditions as this agreement provides for shift workers. Annual leave, personal leave, RDOs and R-Time will be calculated on a pro-rata basis. Pro-rata accrual of personal leave and annual leave will be in accordance with the National Employment Standards.

3. Maintainer Operators shall not be rostered to work less than a full block of shift roster.
4. Maintainer Operators when required to change from their normal day work hours for relieving to a particular shift, or from shift to their normal day work hours, shall be provided with at least 48 hours notice or be paid overtime rates for the first shift (refer 3 above).

5. Whilst rostered into a shift, Maintainer Operators may be required to cease rostered operational duties and revert to their maintenance roles if the unit has to be removed from service. In these circumstances, the following conditions will apply:

   (a) **Planned Outages.** For outages where at least two weeks notice has been provided, Maintainer Operators will revert to their maintenance role once the unit is off line and the initial outage isolations have been completed. Projected roster payment will cease from this time.

   (b) **Forced Outages.** For outages where less than two weeks notice has been provided, Maintainer Operators may be requested to come off shift and revert to their maintenance role at short notice. Projected roster payment will continue in this instance up to a maximum period of fourteen days, or until the Maintainer Operator would have normally reverted to the maintenance role, whichever is the greater.

4.3 Overtime

4.3.1 Maintainer Operators Not Working on an Operations Shift

Clause 4.4 of the Tarong Power Stations Enterprise Agreement 2015 will be applied subclause 4.4 (2) (d) does not apply. Clause 6.7 does apply to Maintainer Operators working short-term maintenance shift work.

4.3.2 Maintainer Operators Performing Overtime in Shift Operations

1. Daywork Operators and Maintainer Operators will be required to perform reasonable overtime in the shift operations area.

2. All overtime hours worked in the shift operations area shall be paid at shiftwork overtime rates as prescribed in clause 4.3.3 (1).

4.3.3 Shift Workers

1. Overtime Schedule of Rates:

   For all employees engaged in 12 hour shift work, all time worked in excess of, or outside of, their 12 hour rostered attendance shall be considered as overtime.

   Overtime is to be paid at as per the schedule of rates listed below:
   
   (i) Normal O/T Hourly Rate Subtotal 1/1885*2.275
   (ii) Public Holiday Rostered On Subtotal 1/1885*2.85375
   (iii) Public Holiday Rostered Off Subtotal 1/1885*4.55

   * Where subtotal (i) is the amount reflected in the aggregated salaries table at clause 2.1.

2. The following restrictions shall apply to the working of overtime on 12 hour shift:
   
   (i) Operators shall not be required to work for more than 16 hours in any attendance
   (ii) Operators shall not work overtime on any two consecutive 12 hour shifts.
4.4 Meal Break, Crib Break, Rest Pauses and Meal Allowance

1. Daywork Operators and Maintainer Operators whist not on operating shifts.

Clause 4.5 of the Tarong Power Stations Enterprise Agreement 2015 will be applied. In addition all employees required to do overtime work for more than one hour shall be paid the Agreement meal allowance for each meal between the ordinary ceasing time and the completion of overtime work, unless the employer provides such meal.

2. Rest Pauses Daywork Operators and Maintainer Operators

Clause 4.6 of the Tarong Power Stations Enterprise Agreement 2015 will be applied.

4.5 Shift Workers’ Meal Breaks, Rest Pauses and Meal Allowance

(a) Employees working a 12 hour shift shall be allowed two 30 minute crib breaks, plus 20 minutes for rest pauses for which no reduction of pay shall be made. Provided that such breaks shall be taken at a time and in such manner that it will not interfere with the continuity of work where continuity is necessary.

(b) It is envisaged that shift workers at Tarong Power Stations will be relieved from duty to partake in the above breaks in a strategy agreed within the shift.

4.6 Breaks Between Attendances

1. For daywork operators and Maintainer Operators not working in the shift operations clause 4.12 of the Tarong Power Stations Enterprise Agreement 2015 will be applied.

2. For Shift Operators: Employees required to work extended hours between attendances must not return to work for their next scheduled attendance before taking sufficient break to ensure they are able to work competently and safely to the satisfaction of both the employer and employee.

Shift operation employees working 12 hour shifts should have a break of 10 hours between normal attendances. Where there is agreement between the employee and employers the 10 hour break can be reduced to eight hours or extended as required. Employees shall not return to work without a minimum break unless requested by a superintendent.

4.7 R Days

Incorporated into our previous eight hour roster was time used for training days fixed into the roster in order to make up a 36.25 hour per week over a roster cycle. Moving to a 12 hour roster enabled utilisation of this training time into a more flexible method based on improved matching of staff numbers with plant requirements

This training time is divided into essential training time and “other time”, both capable of being fitted into a 12 month roster. This “other time” or “R” time can then be used as described in the following sections.

To achieve flexibility, “R” time is paid as a weekly allowance at a premium above an individual’s hourly rate. Staff are allocated an individual balance and agree to use their “R” balances before claiming overtime. Balances not used in a roster cycle are not carried forward into the next cycle.
1. An “R” Day is a shift that is required to be worked to make up a 35.85 hour/week (being 36.25 hours/week less change over time).

2. “R” Day payment will be via an allowance. The allowance will be indexed to salary.

3. In any one year the amount of “R” time available for a shift operator is:
   - Available “R” hours = 125 hours – 48 hours (48 of training (6 x 8)) - 6.5 hours of Short Term Relief – 7hrs (changeover 2009 EA) – 1.09 hours (changeover 2012 EA).
     This represents an annual obligation of 62.41 hours of “R” time available for each employee, and an obligation per employee of 12 hours per 10 week period (62.41hours/ 5.2 (10 week periods in a year))
   - There are up to 506 shifts to be covered in one year ÷ number of people on shift = Short-term Relief System shifts per operator for one year.
   - (Where the number of people on shift change, the parties will agree on a process of determining the number of short-term relief shifts to be covered per operator per year).
   - For example, with 40 operators this equates to 13 shifts to be covered and six and a half hours of “R” time used.

4. The “R” day allowance applies only to the 68.91 hours (being 70 hours less the 1.09 of changeover 2012 EA) “R” day relief for a shift worker. Maintainer Operators and day work operator/s will receive an “R” day balance based on a pro-rata calculation. For Maintainer Operators and day work operator calculation see 4.2.1 (9).

5. Individual operators, Maintainer Operators and day work operators must use their “R” time balance before moving to normal overtime rates. Maintainer Operators use of “R” time is restricted to operations work and not used for maintenance tasks. Normal overtime rates will be in accordance with section 4.3.3.(1).

6. R Days will be paid at Sunday night shift penalties so no disadvantage occurs whatever day is required to be worked (including public holidays).

7. R Days can be used for:
   (i) Leave Coverage (annual, long service, sick leave etc.).
   (ii) Training (including: -Rescue Team) (eight hours minimum R Day credit).
   (iii) Meetings (Safety Committee, Management, Union etc.) (four hours minimum R Day credit).
   (iv) Overhaul Coverage.
   (v) Operational duties.
   (vi) If called in to work a minimum of four hours overtime or R time will be credited or paid.
   (vii) R days balances can only be used outside an employees normal rostered hours.

8. On termination, the number of “R” day hours to be credited or debited against the employee’s final termination payment will be established by the following calculation.
   Weeks worked in a roster cycle prior to termination x 2.403846 + unused short-term relief system time – “R” time worked in the roster cycle.
   A negative figure will indicate the number of “R” day hours to be paid to the employee, and a positive figure the number of “R” days hours to be debited against the employees termination payment.
9. Where the shift or part of a shift is cancelled with less than 48 hours notice the operator has the option to work regardless of the cancellation.

10. A “R” day balance of no more than one roster cycle (as per 4.7, (4)) will be accrued.

4.7.1 Short-term Relief Roster

1. The agreed short-term relief roster will provide for each operator being rostered to short term relief, and will receive 30 minutes of an hour off of their “R” day balance. The roster will be based evenly across a 12 month period. Individuals will have the flexibility to manage swaps within their shifts. This time is defined as “Short-term Relief Roster” in section 4.7.2 (3).

2. Where “R” time is exhausted for that roster cycle overtime rates apply (section 4.3.3).

3. Rostered “R” days will be distributed evenly as possible across all shifts:
   (i) Week Dayshift
   (ii) Week Nightshift
   (iii) Public Holiday/Weekend Dayshift
   (iv) Public Holiday/Weekend Nightshift

4. Sickness/carer’s leave on “R” days will require a sick/family leave form to be submitted.

5. The short-term relief system of “R” day coverage obligation on any rostered shift will cease two hours after the shift has commenced.

   For example day shift, the obligation will cease at 09:00 hours, evening shift at 21:00 hours.

   The short-term relief person must be able to start work within two hours of being called into work.

4.7.2 Use of “R” Days:

1. The method of providing coverage of a staff shortage will occur as follows:
   
   (a) Firstly, request a volunteer from the shift rostered to provide the short-term relief coverage for that shift excluding the rostered short-term relief person.
   
   (b) Where no volunteer is available in (a). Where possible, volunteers are then called from the alternate shift on the short-term relief roster for that day excluding the short-term relief person. For example the shift required to cover in (a) is a day shift then the alternate shift for that day is the evening shift.
   
   (c) Where no volunteer is available from (a) or (b) then a volunteer is requested from the shift that is rostered off.
   
   (d) Where no volunteer is available from (a), (b) or (c) then the person with the lowest “R” time hours in (a) is rostered, providing two weeks notice is given, to cover that staff shortage

   For rostering purposes above, the lowest “R” time will need equal consideration with time an employee has elected to take under the flexible working hours clause 4.13 of the current Agreement as amended.

2. Staff shortages covered in (1) (a), (b) or (c) where more than one volunteer is
available then the person with the lowest “R” time will be rostered to cover the shortage.

3. The short-term relief roster will be administered by the roster clerk on each shift.

4. No person can be compulsorily rostered to more than two consecutive “R” day’s work.

5. A person rostered to work in clause 4.8.2 (d) and is unable to work that rostered shift due to sickness/carer’s leave will be required to submit a sick/carer’s leave form for that shift.

6. Where the shift is cancelled with less than 48 hours notice then the operator has the option to work regardless of the cancellation.

7. Overhaul staffing will be covered using volunteers administered by the shift roster clerk. Volunteers will be accepted with either R-time or overtime. Preference will be given to those employees who volunteer with R-time. If there are insufficient volunteers, then employees can be rostered under 4.7.2(d) to backfill the duty shift.

Part 5 – Statutory Holidays, Leave

5.1 Leave Roster Rules (Annual, Long Service, RDO Leave) Including Prime Time Roster

1. Each shift can have two employees off on leave across Tarong Power Stations at any time provided reasonable notice is given (individual shifts to manage).

2. The leave roster must include the Shift Superintendent (in the normal and prime roster).

5.2 Long Term Coverage System (Four to Six Months)

Coverage for long term leave absences will be sourced from Maintainer Operators with the relevant qualifications.

5.3 All Leave and Statutory Holiday Entitlements

1. 48 hours will be credited to a each employee’s leave credit on the 1 July every year to cover the entitlement of employees who are rostered off on statutory holidays.

2. Provided that all entitlements expressed in days are to be converted to 12 hours for employees engaged on a 12 hour shift roster, and eight hours for employees not engaged on a 12 hour shift roster when, and as the entitlement arises.

3. Provided further that all deductions from an employee’s leave credit will be in hours and shall be equivalent to the number of hours leave that the employee has taken.

4. Where there is an additional public holiday listed in accordance with the Holidays Act, employees who attend shift on this day will receive an additional day added to their RDO balance.
7.6. Schedule 6 – Electricity Generation, Transmission and Supply Award State

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

ELECTRICITY GENERATION, TRANSMISSION AND SUPPLY AWARD - STATE

(No. AR64 of 2002)

COMMISSIONERS EDWARDS, BECHLY, SWAN 6 November 2002

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the Industrial Relations Act 1999, this Commission orders that the Award be repealed and the following Award be made, as from 6 January 2003.

ELECTRICITY GENERATION, TRANSMISSION AND SUPPLY AWARD - STATE 2002

PART 1 - PRELIMINARY

1.1 Title

This Award is known as the Electricity Generation, Transmission and Supply Award - State 2002.

1.2 Arrangement

PART 1 - APPLICATION AND OPERATION

Subject | Clause No.
--- | ---
Title | 1.1
Arrangement | 1.2
Award coverage | 1.3
Date of operation | 1.4
Parties bound | 1.5
Inconsistency | 1.6
Definitions | 1.7

Division 1 Government Owned Generation

PART 2 - FLEXIBILITY

Enterprise flexibility | 2.1

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

Grievance and dispute settling procedures | 3.1

PART 4 - EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

Contract of employment | 4.1
Part-time employment | 4.2
Subject

Casual employment
Termination of employment
Continuity of service - transfer of calling
Anti-discrimination

Clause No.

4.3
4.4
4.5
4.6

PART 5 - WAGES AND WAGE RELATED MATTERS

Classification - Generation
General definitions
Classification definitions - Administrative stream
Classification definitions - Technical stream
Classification definitions - Professional and managerial stream
Classification definitions - Production stream
Salary points and rates
Salary payment
Higher duties
Disability allowances
Expense reimbursement allowances
Ability allowances
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5.9
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5.14

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

Hours of work
Overtime
Meal break, crib break and meal allowance
Rest pauses
Shift work
Emergency work - availability duty

Clause No.

6.1
6.2
6.3
6.4
6.5
6.6

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

Annual leave
Sick leave
Bereavement leave
Family leave
Long service leave
Public holidays
Jury service

Clause No.

7.1
7.2
7.3
7.4
7.5
7.6
7.7

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

Accommodation, fares, travelling allowance and transfer conditions

Clause No.

8.1

PART 9 - TRAINING AND RELATED MATTERS

Training

Clause No.

9.1

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

Tarong Power Stations Enterprise Agreement 2015

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1.3  Award coverage

This Award shall apply as follows:

1.3.1  Division 1 Government owned generation

Subject to section 298J of the Electricity Regulation 1994 (Qld), Division 1 of this Award applies to State electricity entities involved in the generation of electricity in respect of their employees whose employment is in the electricity industry and under a classification and salary level mentioned herein, and to those employees.

1.3.2  Division 2 Government owned transmission and supply

Subject to section 298J of the Electricity Regulation 1994 (Qld), Division 2 of this Award applies to State electricity entities involved in the transmission, supply or retail of electricity in respect of their employees whose employment is in the electricity industry and under a classification and salary level mentioned herein, and to those employees.

1.3.3  Division 3 Privately owned generation, transmission and supply

This Division of the Award shall apply only to all privately owned generation entities, transmission entities and supply entities as employers and to their employees for whom similar classifications and salary levels are prescribed herein throughout the State of Queensland.

This Division shall not apply to sugar mills, Mica Creek power station nor to any other entity which has an Order for an Award or an Agreement, issued by the Commission or any other competent jurisdiction, to regulate the wages and conditions of employees of that entity.

The provisions of the Professional Engineers' Award - State, the Engineering Award - State and the Clerical Employees Award - State that correspond with the provisions of Division 1 and Division 2 of this Award shall apply to employees subject to Division 3 of this Award as safety net provisions.

1.4  Date of operation

This Award shall take effect from January 2003.
1.5 **Parties bound**

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the:

- The Electrical Trades Union of Employees of Australia, Queensland Branch
- Queensland Services, Industrial Union of Employees
- Australian Municipal, Administrative, Clerical and Services Union, Central and Southern Queensland Clerical and Administrative Branch, Union of Employees
- Federated Ironworkers Association of Australia (Queensland Branch) Union of Employees
- Federated Engine Drivers' and Firemen's Association of Australasia Queensland Branch, Union of Employees
- Federated Clerks' Union of Australia, North Queensland Branch, Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- and their members.

1.6 **Inconsistency**

When this Award is inconsistent with an Industrial Agreement, Certified Agreement or a Second Tier Order, the latter shall prevail and, the Award shall, to the extent of the inconsistency, be invalid.

1.7 **Definitions**

1.7.1 The "Act" means the Industrial Relations Act 1999 as amended or replaced from time to time.

1.7.2 "Commission" means the Queensland Industrial Relations Commission.

1.7.3 "Union" means those Unions named in clause 1.5.

**DIVISION 1 - GOVERNMENT OWNED GENERATION**

**PART 2 - FLEXIBILITY**

2.1 **Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion will take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed agreement reached between an employer and employee/s in any enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.
PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedures

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.

3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2 hereof, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of a Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.

3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

3.1.7 The status quo existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

3.1.8 All parties to any dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.

3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS
4.1 Contract of employment

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment. Employment categories are:

(a) full-time;

(b) part-time (as defined); or

(c) casual (as defined).

4.2 Part-time employment

4.2.1 A part-time employee is an employee who:

(a) is employed for not less than 15 hours per week and for not more than 32.2 ordinary hours per week; and

(b) has reasonably predictable hours of work; and

(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees covered by this Award.

4.2.2 At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

These original arrangements may be later varied by mutual agreement between the employee and employer.

4.2.3 Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full-time employees.

4.2.4 The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

4.2.5 An employer is required to roster a part-time employee for a minimum of 3 consecutive hours on any day.

4.2.6 All time worked outside the spread of ordinary working hours as provided for in clause 6.1 and all time worked in excess of the hours as mutually arranged in clause 4.2.2 or 4.2.3 will be overtime and paid for at the rates prescribed in clause 6.2 of this Award.

4.2.7 A part-time employee employed under the provisions of clause 4.2 must be paid for ordinary hours worked at the rate of one 36 1/4 of the weekly rate prescribed for the class of work performed.

4.2.8 Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.

4.2.9 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.
4.2.10 An employee who does not meet the definition of a part-time employee and who is not a full-time employee will be paid as a casual employee in accordance with clause 4.3 of this Award.

4.2.11 All other provisions of the Award relevant to weekly employees shall apply to part-time employees.

4.3 Casual employment

4.3.1 A casual employee shall mean an employee who is engaged by the hour for less than one week and paid as such.

4.3.2 The following conditions shall be applicable to casual employees:

(a) The ordinary hours shall not exceed 8 hours 3.3 minutes per day between the hours of 6.00 a.m. and 6.30 p.m. Monday to Friday.

(b) A casual employee shall be paid at the rate of 23 percent per hour in addition to the ordinary hourly rates with a minimum payment of 2 hours for each engagement.

(c) All time worked in excess of 8 hours 3.3 minutes per day or outside the spread of hours pursuant to clause 6.1 shall be paid at the appropriate overtime rate.

4.4 Termination of employment

4.4.1 Statement of employment

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.4.2 Termination by employer

(a) In order to terminate the employment of an employee the employer shall give the following notice:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>not more than 1 year</td>
<td>1 week</td>
</tr>
<tr>
<td>more than 1 year, but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>more than 3 years, but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>more than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

Provided that the notice shall be continued from week to week and that it shall not be counted as annual leave.

(b) In addition to the notice in clause 4.4.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

(c) Payment in lieu of notice shall be made if the appropriate notice is not given.

Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) Compensation must at least equal the total of the amount the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period.

The total must be calculated on the basis of:
(i) the ordinary time rate of pay for the employee; and

(ii) the amounts payable to the employee for the hours, including (for example) allowances, loadings and penalties; and

(iii) any other amounts payable under the employee's contract of employment.

(e) The period of notice in clause 4.4 shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, in the case of seasonal employees, or to employees on daily hire, or employees engaged for a specific period of time or for a specific task or tasks.

4.4.3 Notice of termination by employee

An employee shall give an employer one week's notice of termination of employment. If an employee fails to give notice the employer shall have the right to withhold one week's wages due to the employee.

4.4.4 Time off during notice period

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.5 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service will be determined in accordance with sections 67-71 of the Act.

4.6 Anti-discrimination

4.6.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the Anti-Discrimination Act 1991 and the Industrial Relations Act 1999 as amended from time to time, which includes:

(a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;

(b) sexual harassment; and

(c) racial and religious vilification.

4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.1, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.6.3 Under the Anti-Discrimination Act 1991 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.

4.6.4 Nothing in clause 4.6 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the Anti-Discrimination Act 1991;
(b) an employee, employer or registered organization, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classifications - Generation

The classification definitions in this Award recognise the following 4 broad streams:

5.1.1 Administrative stream

The Administrative stream shall include employees engaged in clerical and administrative tasks.

Definitions contained in this stream recognise that Administrative employees will be engaged in broad disciplines including Personnel, Industrial Relations, Computing, Administration, Logistics (Materials Supply), Finance, Sales and Marketing.

In the Administrative stream, adult employees not employed in formal traineeships will be given the opportunity to train to minimum Salary Level 5.1 on the basis of skills acquired and required to be used which are assessed annually.

5.1.2 Technical stream

(a) The Technical stream incorporates 2 broad vocational fields; Power workers and Technical employees.

(i) The Power worker field shall include but not be restricted to employees primarily engaged in work assisting tradespersons, storework, general labouring and cleaning duties, plant vehicle and/or equipment operation and rigging or scaffolding.

(ii) The Technical employee field shall include:

(A) employees who possess as a minimum qualification, a trades certificate or certificate of competency (as defined in the Electricity Act) and are engaged in the broad trade disciplines as defined;

(B) employees primarily engaged on, but not restricted to, work in Engineering/Science/Other Technical and Supervisory functions.

(b) Power workers - Each new employee engaged at Power worker Level 1 will be given the opportunity to train to a minimum skill level of Power worker Level 2 (Salary Level 2.0). An employee will be given the opportunity to complete such training within 3 years of appointment. Approved Training Plans may be developed to Power worker Level 5.

(c) Technical employees

(i) Each tradesperson in this stream will be given the opportunity to train to a minimum skill level of Technical employee Level 2 (Salary Point 5.1). The tradesperson will be given the opportunity to complete such training within 3 years of appointment:

Provided that apprentices who complete their training within the Queensland Generation Corporation or the Transmission and Supply Corporation, will be given the opportunity to complete such training within 2 years of appointment.
(ii) Each employee engaged in the Engineering/Science/Other Technical discipline will be given the opportunity to train to a minimum skill level of Technical employee Level 3 (Salary Point 8.0).

(d) Trade disciplines - The definitions recognise that tradespersons will be engaged in the following 4 broad disciplines:

(i) Electrical/Electronic: Including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems equipment and controls, e.g. electric wiring, motors, generators, programmable logic controllers and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing equipment, and automotive electrics;

(ii) Mechanical: Including the design, assembly, manufacture, installation modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration and the use of related computer controlled equipment, e.g. computer numeric controlled machine tools;

(iii) Fabrication/Vehicle Building: Including fabrication, forging, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastic, carbon fibre, composite materials, ceramics and other material;

(iv) Building Services: Includes carpentry, plumbing, painting, and other related fields.

(e) Tasks which an employee may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the employee to perform the particular tasks.

(f) The Post Trade and Advanced Certificates referred to in these definitions, are not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to a particular classification level.

(g) Engineering/Science/Other Technical and Supervisory - The definitions also recognise 2 additional broad disciplines within the Technical stream.

(i) Engineering/Science/Other Technical shall include employees who possess as a minimum qualification, an appropriate Associate Diploma or equivalent and who are:

(A) responsible for using their Engineering/Science/Other Technical skills and judgement in a range of engineering, scientific, occupational health or engineering surveying functions including design, drafting, graphics, planning, research, quality process, cost estimating, construction, survey, property assessment, laboratory research and testing, manufacture, diagnostics, communications, computers, operation of complex equipment, maintenance, standards, testing, inspection, supervision, budgeting, scheduling, data recording, data analysis, reporting, calculations, project co-ordination, administrative functions, and technical management;

(B) responsible for the provision of technical advice and services to domestic, commercial, rural and industrial consumers on effective utilisation of electricity.

(ii) Supervisory shall include employees primarily involved in supervising, co-ordination and training activities, including employees who are:

(A) responsible for the work of other employees and/or provision of on-the-job training and/or technical guidance;

(B) responsible for the supervision and/or training of other supervisors or trainers;
(C) responsible for the supervision and/or inspection of work projects and construction.

5.1.3 Professional/Managerial stream

(a) Positions within the Professional/Managerial stream shall require a degree qualification or equivalent, in a relevant field and/or may require registration by a Professional Board.

(b) Professional/Managerial employees will be required to provide professional advice, services and support in specialist fields of competence, and/or undertake management or supervision of part of the organisation.

Progression will depend upon the acquisition and use of additional skills/competencies. The rate of progression will depend upon the individual acquiring and applying skills/competencies in accordance with relevant Career Path criteria.

Definitions contained in this Stream recognise that Professional/Managerial employees will be engaged in broad disciplines including Legal, Accounting, Architecture, Engineering, Computing, Chemistry, Economics, Metallurgy, Psychology, Science, Surveying, Valuing, Managerial, Marketing and Employee/Industrial Relations.

5.1.4 Production stream

(a) The Production stream includes employees engaged in work at power stations.

(b) The Production stream shall include employees in the following fields:

Power worker, Production worker (Non-Trade) and Production worker (Trade).

(c) These employees will be engaged in tasks including but not limited to monitoring, operating and non-technical maintenance of plant and equipment, and training, supervising and co-ordinating for the above.

(d) Each new employee engaged in the Power worker field will be given the opportunity to train to a minimum skill level of Power worker Level 2. An employee will be given the opportunity to complete such training within 3 years of appointment, and may include modules from the production field.

(e) Each employee in the Production worker (Non-Trade) field may progress through the acquisition of skills in accordance with an approved training plan.

(f) Each employee in the Production worker (Trade) field will be given the opportunity to train to a minimum skill level of Production worker Level 3(b) (Salary Point 5.1). An employee will be given the opportunity to complete such training within 3 years of appointment.

Progression above this level is possible through the acquisition of skills in accordance with an approved training plan.

(g) The parties agree to recognise internal training provided by the employer leading to an essential competency until such time as agreed Specific Accredited Training is available.

5.1.5 Competency standards - The parties to this Award acknowledge the need for, and are committed to, the development and implementation of NEUITAB (as reconstituted from time to time) endorsed Competency Standards.

5.2 General definitions
5.2.1 Training committee

The Training Committee is a joint Union/management group which has the responsibility to provide guidelines and monitor training activities of the employer.

5.2.2 Modules - For the purposes of these definitions, a "module" shall mean either:

(a) 40 hours nominal duration of training at TAFE, University or equivalent; or

(b) that amount of structured training (which may comprise either on and/or off the job components) which is recognised as equivalent by the parties. Unresolved grievances shall be referred to the Training Committee for recommendation.

5.2.3 Progression rules

Progression within the classification and/or salary structure may occur on one of the following bases:

(a) the acquisition of skills in accordance with an approved training plan;

(b) reclassification on the basis of the demonstration of skills acquired and required to be used;

(c) appointment to a position with a higher award classification.

5.2.4 Approved training plans

An approved training plan shall be available to each employee who is in a classification where further progression is available through skills development. The mutual needs of the employer and its employees will be considered in respect of the development of approved training plans in order to provide the skills and competencies to meet work requirements.

The plan will identify the training to be completed, the agreed time for undertaking and completing the training and any provisions or arrangements for training time or leave for training purposes.

The plan will be developed and agreed by the employee and the employee's supervisor.

Approved training plans are to be developed in accordance with guidelines established by the Training Committee.

5.2.5 Recognition of employees skills/qualifications

An employee may have prior work experience and/or current knowledge recognised as being equivalent to a qualification outlined in the classification structure. Such recognition may occur by the employee requesting assessment through the Competency Recognition Procedure. This procedure forms part of the agreed Implementation Guide.

Recognition of an employee's skills may occur on one of the following bases:

(a) where Competency Standards exist, the assessment will be carried out by testing against the Competency Standards using a formal Recognition of Prior Learning process;

(b) where Competency Standards do not exist, Recognition of Prior Learning assessment will be carried out by testing against Interim Competency Levels or Learning Outcomes from training programs/ modules, recognised by the Training Committee for Award purposes.

5.2.6 Recognition of other factors
For the purposes of this Award, other relevant factors may be deemed to have a monetary value, in addition to that provided through training.

5.2.7 Career paths

Where career paths applicable to definitions in the Administrative, Technical, Professional and Managerial, and the Production streams have already been agreed, with an employer bound by this Award or have already been filed with the Industrial Registrar prior to the making of this Award or, are agreed to after the making of the Award, the Career Paths are to be used in conjunction with the Award Classification definitions to resolve any dispute regarding an employee's classification. Career paths will be developed through the appropriate consultative mechanism involving representatives of the employer, employees of the employer and the relevant unions.

Career paths relate to a nominated stream and will outline how the Classification Structure and Definitions are to be implemented.

5.2.8 Employee-in-charge

An Employee-in-charge shall mean an employee employed primarily to exercise trade, trade/technician or power worker skills up to the level of their skills and competencies and who, in addition, is appointed by the employer to supervise/train other employees engaged at similar or lower classification levels.

5.2.9 Employees with Trade or Equivalent Certificate, plus an Associate Diploma

An employee who is required to possess a Trade Certificate or equivalent, plus an Associate Diploma shall, as a minimum, be classified at Salary Point 7.0.

5.2.10 Employees without relevant work experience

An employee who is required as a condition of employment to possess a particular level of academic qualification, but who is without relevant work experience, shall as a minimum enter the classification structure at the following Salary Points:

<table>
<thead>
<tr>
<th>QUALIFICATION</th>
<th>MINIMUM ENTRY POINT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Certificate</td>
<td>SALARY POINT 4.0</td>
</tr>
<tr>
<td>Associate Diploma</td>
<td>SALARY POINT 5.0</td>
</tr>
<tr>
<td>3 Year Degree</td>
<td>SALARY POINT 6.2</td>
</tr>
<tr>
<td>4 Year Degree</td>
<td>SALARY POINT 8.0</td>
</tr>
</tbody>
</table>

Note: A Paraprofessional, trained within a Paraprofessional Traineeship, shall have a minimum entry Salary Point of 5.2.

5.2.11 Definition of "or equivalent"

For the purposes of this Award the term "or equivalent" means and includes, but is not limited to the following:

- equivalent accredited training, competencies, skills, certification, or experience and such other training or other factors as may be agreed between the parties from time to time.
### 5.3 Classification definitions - Administrative stream

#### Administrative Stream Classification Structure Outline

<table>
<thead>
<tr>
<th>Salary Point</th>
<th>Classification Level</th>
<th>Training Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.0</td>
<td>↑</td>
<td>↑</td>
</tr>
<tr>
<td>14.0</td>
<td>Administrative employee Level 11</td>
<td>Associate Diploma + additional training or equivalent</td>
</tr>
<tr>
<td>13.0</td>
<td>Administrative employee Level 10</td>
<td>Associate Diploma + additional training or equivalent</td>
</tr>
<tr>
<td>12.0</td>
<td>Administrative employee Level 9</td>
<td>Associate Diploma + additional training or equivalent</td>
</tr>
<tr>
<td>11.0</td>
<td>Administrative employee Level 8</td>
<td>Associate Diploma or equivalent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Salary Point</th>
<th>Classification Level</th>
<th>Training Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.0</td>
<td>*</td>
<td>22 modules or equivalent</td>
</tr>
<tr>
<td>9.0</td>
<td>Administrative employee Level 7</td>
<td>Advanced Certificate or equivalent</td>
</tr>
<tr>
<td>8.0</td>
<td>*</td>
<td>12 modules or equivalent</td>
</tr>
<tr>
<td>7.0</td>
<td>Administrative employee Level 6</td>
<td>9 modules or equivalent</td>
</tr>
<tr>
<td>6.0</td>
<td>*</td>
<td>6 modules or equivalent</td>
</tr>
<tr>
<td>5.0</td>
<td>Administrative employee Level 5</td>
<td>3 modules or equivalent</td>
</tr>
<tr>
<td>4.0</td>
<td>Administrative employee Level 4</td>
<td>Certificate III or equivalent</td>
</tr>
<tr>
<td>3.0</td>
<td>Administrative employee Level 3</td>
<td>Certificate II or equivalent</td>
</tr>
<tr>
<td>2.0</td>
<td>Administrative employee Level 2</td>
<td>Certificate I or equivalent</td>
</tr>
<tr>
<td>1.0</td>
<td>Administrative employee Level 1 (b)</td>
<td>Undertaking structured training towards a Certificate I</td>
</tr>
<tr>
<td>0.0</td>
<td>Administrative employee Level 1(a)</td>
<td>Induction Training</td>
</tr>
</tbody>
</table>

Certificates I, II, and III are internal qualification standards established for each employer.

* Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Award purposes.

↑ Progression and training beyond these Classification Levels are subject to relevant career path criteria.

#### 5.3.1 Administrative employee - Level 1(a) (Salary Point 0.0) - An Administrative employee - Level 1(a) shall mean an employee not elsewhere defined, who is undertaking structured training so as to enable the employee to perform duties associated with clerical functions.

Such structured training shall be completed within 3 months of appointment to this level.

An employee at this level works under direct supervision, and performs routine duties.
Note: An Administrative employee - Level 1(a) falls within the National Training Board Australian Standards Framework at Level 1.

5.3.2 Administrative employee - Level 1(b) (Salary Point 1.0) - An Administrative employee - Level 1(b) shall mean an employee who is undertaking structured training towards a Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

(a) perform routine, predictable, repetitive and proceduralised tasks;
(b) exercise judgement within the level of skill and training;
(c) work under direct supervision;
(d) understand basic quality control/assurance procedures; and
(e) understand and utilise basic literacy and numeracy skills,
commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 1(b) falls within the National Training Board Australian Standards Framework at Level 1.

5.3.3 Administrative employee - Level 2 (Salary Point 2.0) - An Administrative employee - Level 2 shall mean an employee who has completed a Certificate I, or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

(a) provide clerical support within Sections/Departments;
(b) be responsible for the quality of the employee's own work;
(c) work under routine supervision either individually or in a team environment;
(d) exercise judgement within the employee's level of skills and training;
(e) assist new staff and trainers by providing guidance and advice;
(f) work in conformity with established rules and/or guidelines; and
(g) use writing, numeracy and equipment skills,
commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 2 falls within the National Training Board Australian Standards Framework at Level 2.

5.3.4 Administrative employee - Level 3 (Salary Point 3.0) - An Administrative employee - Level 3 shall mean an employee who has completed a Certificate II, or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:
(a) fulfil a general support function within the workplace;

(b) understand relevant organisational structure, procedure and policy and exercise discretion although knowledge required to perform work is usually relative to precedents, guidelines, procedures, regulations and instructions;

(c) assist in the provision of on-the-job training to a limited degree;

(d) work under general supervision;

(e) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2; and

(f) be responsible for ensuring the quality of the employee's own work, commensurate with the employee's training, experience and responsibilities.

Note: An Administrative Employee - Level 3 falls within the National Training Board Australian Standards Framework at Level 2.

5.3.5 Administrative employee - Level 4 (Salary Point 4.0) - An Administrative employee - Level 4 shall mean an employee who applies the skills acquired through the successful completion of a trade equivalent Certificate level qualification, Certificate III or equivalent and is able to exercise the skills and knowledge of such certification and experience.

An employee at this level possesses competencies which enables the employee to:

(a) understand and apply quality systems and is able to inspect products and/or materials for conformity with established operational standards;

(b) exercise good interpersonal communications skills;

(c) exercise discretion within the scope of this level;

(d) provide training and guidance as required;

(e) perform work under general direction, either individually or in a team environment;

(f) undertake a range of duties requiring judgement, liaison and communication within the organisation and other interested parties; and

(g) perform planning and co-ordination of tasks as required, commensurate with the employee's training, experience and responsibilities.

Note: An Administrative Employee - Level 4 falls within the National Training Board Australian Standards Framework at Level 3.

5.3.6 Administrative employee - Level 5 (Salary Point 5.0) - An Administrative employee - Level 5 shall mean an employee who:

(a) In addition to the requirements of an Administrative employee Level 4 has completed:

(i) 3 appropriate modules or equivalent; or
(ii) an equivalent standard of structured industry specific training, comprised of courses endorsed by the Training Committee; 

OR 

(b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma but is without relevant work experience).

An employee at this level possesses competencies which enables the employee to:

(i) exercise discretion within the scope of this level;

(ii) work under general supervision, either individually or in a team environment;

(iii) understand and implement quality systems;

(iv) perform supervisory functions within the scope of this level and assist subordinate staff with on-the-job training; and

(v) exercise initiative in the application of established work procedures, commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee Level 5 falls within the National Training Board Australian Standards Framework at Level 4.

5.3.7 Administrative employee - Level 6 (Salary Point 7.0) - An Administrative employee - Level 6 shall mean an employee who:

(a) In addition to the requirements of Administrative employee Level 4 has completed:

(i) 9 appropriate modules of training or equivalent; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR 

(b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level).

An employee at this level possesses competencies which enables the employee to:

(i) provide guidance and assistance and undertake supervisory responsibilities as part of the function;

(ii) assist in the provision of training, in conjunction with supervisors and trainers;

(iii) understand and implement quality systems;

(iv) work under limited supervision; and

(v) exercise discretion within the scope of this level, commensurate with the employee's training, experience and responsibilities.
Note: An Administrative employee - Level 6 falls within the National Training Board Australian Standards Framework at Level 4.

5.3.8 Administrative employee - Level 7 (Salary Point 9.0) - An Administrative employee - Level 7 shall mean an employee who:

(a) In addition to the requirements of an Administrative employee - Level 4 has completed:

(i) an Advanced Certificate or equivalent; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level).

An employee at this level possesses competencies which enables the employee to:

(i) undertake work in relation to established priorities and work practices;

(ii) research and prepare papers, reports, and draft complex correspondence;

(iii) undertake activities of a technical/specialist or detailed nature;

(iv) assist in the preparation of procedural guidelines;

(v) interpret and analyse information;

(vi) oversee and co-ordinate the work of subordinate staff;

(vii) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the employee is required to carry out their tasks; and

(viii) assist in the provision of training to employees in conjunction with supervisors/trainers, commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 7 falls within the National Training Board Australian Standards Framework at Level 5.

5.3.9 Administrative employee - Level 8 (Salary Point 11.0) - An Administrative employee - Level 8 shall mean an employee who:

(a) In addition to the requirements of Administrative employee Level 4 has completed:

(i) an Associate Diploma or equivalent; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience.
An employee at this level possesses competencies which enables the employee to:

(i) operate under limited direction in relation to priorities;

(ii) prepare detailed reports and carry out investigations on complex equipment as directed or within the scope of discretion at this level;

(iii) apply advanced knowledge and understanding of the principles of the range of systems and/or equipment on which the employee may be involved;

(iv) assist in the provision of training to employees in conjunction with supervisors/trainers;

(v) prepare documentation for policy decision, complex correspondence and the like;

(vi) set priorities and achieve objectives, monitor work flow and manage staff resources to meet objectives; and

(vii) perform maintenance planning and predictive maintenance work for systems and equipment, commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 8 falls within the National Training Board Australian Standards Framework at Level 6.

5.3.10 Administrative employee - Level 9 (Salary Point 12.0) - An Administrative employee - Level 9 shall mean an employee who:

(a) In addition to the requirements of Administrative employee Level 4 has completed:

(i) an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.

(b) An employee at this level possesses competencies which enables the employee to:

(i) perform work within broad guidelines and under general direction;

(ii) accept responsibility for technical expertise, planning, administration or co-ordination work;

(iii) have substantial accountability and responsibility for output;

(iv) assist in the provision of training at the level required;

(v) initiate investigations and produce technical reports;

(vi) work independently as a specialist or in a team;

(vii) provide specialist support in a range of programs/activities;

(viii) control and co-ordinate the works program within budgetary constraints;

(ix) set project priorities, plan and organise own work and that of subordinate staff; and
(x) undertake a range of functions requiring application and development of knowledge and skills appropriate to departmental and/or enterprise goals, commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 9 falls within the National Training Board Australian Standards Framework at Level 6.

5.3.11 Administrative employee - Level 10 (Salary Point 13.0) - An Administrative employee - Level 10 shall mean an employee who:

(a) In addition to the requirements of Administrative employee Level 4 has completed:

(i) an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.

(b) An employee at this level possesses competencies which enables the employee to:

(i) accept a high degree of responsibility for technical expertise, planning, administration or co-ordination of work;

(ii) have significant accountability and responsibility for output;

(iii) undertake high level creative planning, design or management functions;

(iv) use a high level of theoretical, cognitive and applied knowledge;

(v) exercise limited managerial responsibility for a work area;

(vi) work independently as a specialist and/or a senior member of a project team;

(vii) display a high level of interpersonal skills in the performance of the function; and

(viii) develop and implement significant works programs,

commensurate with the employee's training, experience and responsibilities.

5.3.12 Administrative employee - Level 11 (Salary Point 14.0) - An Administrative employee - Level 11 shall mean an employee who:

(a) In addition to the requirements of Administrative employee Level 4 has completed:

(i) an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.

(b) An employee at this level possesses competencies which enables the employee to:

(i) be responsible as a technical expert or senior administrator;
(ii) provide a high level of creative planning, design and associated managerial functions;

(iii) establish and review guidelines and devise new approaches to design, operation, development or investigation;

(iv) be accountable and responsible for output;

(v) display interpersonal skills in the performance of functions at the level required;

(vi) develop and implement significant work programs; and

(vii) exercise initiative in the production and application of Standards and Procedures, commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 11 falls within the National Training Board Australian Standards Framework at Level 7.
### 5.4 Classification definitions - Technical stream

Technical Stream Classification Structure Outline

<table>
<thead>
<tr>
<th>Salary Point</th>
<th>Classification Level</th>
<th>Training Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.0</td>
<td>↑</td>
<td></td>
</tr>
<tr>
<td>15.0</td>
<td>↑</td>
<td></td>
</tr>
<tr>
<td>14.0</td>
<td>Technical employee Level 8</td>
<td>Associate Diploma + additional training or equivalent</td>
</tr>
<tr>
<td>13.0</td>
<td>Technical employee Level 7</td>
<td>Associate Diploma + additional training or equivalent</td>
</tr>
<tr>
<td>12.0</td>
<td>Technical employee Level 6</td>
<td>Associate Diploma + additional training or equivalent</td>
</tr>
<tr>
<td>11.0</td>
<td>Technical employee Level 5</td>
<td>Associate Diploma or equivalent</td>
</tr>
<tr>
<td>10.0</td>
<td>*</td>
<td>22 modules or equivalent</td>
</tr>
<tr>
<td>9.0</td>
<td>Technical employee Level 4</td>
<td>Advanced Certificate or Equivalent</td>
</tr>
<tr>
<td>8.0</td>
<td>*</td>
<td>12 modules or equivalent</td>
</tr>
<tr>
<td>7.0</td>
<td>Technical employee Level 3</td>
<td>9 modules or equivalent</td>
</tr>
<tr>
<td>6.0</td>
<td>↑</td>
<td>*</td>
</tr>
<tr>
<td>5.0</td>
<td>Power Worker Level 5</td>
<td>Technical employee Level 2</td>
</tr>
<tr>
<td>4.0</td>
<td>Power worker Level 4</td>
<td>Technical employee Level 1</td>
</tr>
<tr>
<td>3.0</td>
<td>Power worker Level 3</td>
<td>Certificate II or equivalent</td>
</tr>
<tr>
<td>2.0</td>
<td>Power worker Level 2</td>
<td>Certificate I or equivalent</td>
</tr>
<tr>
<td>1.0</td>
<td>Power worker Level 1(b)</td>
<td>Undertaking structured training towards a Certificate I</td>
</tr>
<tr>
<td>0.0</td>
<td>Power worker Level 1(a)</td>
<td>Induction Training</td>
</tr>
</tbody>
</table>

Certificates I, II and III are internal qualification standards established for each employer.

* Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Award purposes.

Progression and training beyond these Classification Levels are subject to relevant career path criteria.

5.4.1 Power worker - Level 1(a) (Salary Point 0.0) - A Power worker Level 1(a) shall mean an employee not elsewhere defined, who is undertaking structured training so as to enable the employee to perform duties associated with a Power worker 1(b).

Such structured training shall be completed within 3 months of appointment to this level.

An employee at this level works under direct supervision, and performs routine duties essentially of a manual nature.

Note: Power worker Level 1(a) falls within the National Training Board Australian Standards framework at Level 1.
5.4.2 Power worker - Level 1(b) (Salary Point 1.0) - A Power worker Level 1(b) shall mean an employee who is undertaking structured training towards a Certificate I or equivalent.

An employee at this level possesses competencies which enables the employee to:

(a) perform routine, predictable, repetitive and proceduralised tasks of a manual nature;
(b) exercise minimal judgement;
(c) work under direct supervision;
(d) understand basic quality control/assurance procedures; and
(e) understand and utilise basic literacy and numeracy skills,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 1(b) falls within the National Training Board Australian Standards Framework at Level 1.

5.4.3 Power worker - Level 2 (Salary Point 2.0) - A Power worker Level 2 shall mean an employee who has completed a Certificate I (8 modules) or equivalent.

An employee at this level possesses competencies which enables the employee to:

(a) perform manual functional support duties within the enterprise;
(b) be responsible for the quality of the employee's own work;
(c) work under routine supervision either individually or in a team environment;
(d) exercise discretion within the employee's level of skills and training; and
(e) perform duties as a competent assistant,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 2 falls within the National Training Board Australian Standards Framework at Level 2.

5.4.4 Power worker - Level 3 (Salary Point 3.0) - A Power worker Level 3 shall mean an employee who has completed a Certificate II (16 modules) or equivalent.

An employee at this level possesses competencies which enables the employee to:

(a) perform a specific support function within the enterprise;
(b) work from complex instructions and procedures;
(c) assist in the provision of on-the-job training to a limited degree;
(d) work under general supervision;
(e) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2;
(f) be responsible for assuring the quality of the employee's own work; and

(g) perform work as a competent assistant,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 3 falls within the National Training Board Australian Standards Framework at Level 2.

5.4.5 Power worker - Level 4 (Salary Point 4.0) - A Power worker Level 4 shall mean an employee, not being a tradesperson, who, while still being primarily engaged in a support function, applies the skills acquired through the successful completion of a Certificate level qualification (e.g. Certificate III, 24 modules) or equivalent.

An employee at this level possesses competencies which enables the employee to:

(a) understand and apply quality systems;

(b) exercise discretion within the scope of this level; and

(c) perform work under general supervision, either individually or in a team environment,

commensurate with the employee's training, experience and responsibilities.

Note: A Power worker Level 4 falls within the National Training Board Australian Standards Framework at Level 3.

5.4.6 Power worker - Level 5 (Salary Point 5.0) - A Power worker Level 5 shall mean an employee who, in addition to the requirements of a Power worker Level 4, has completed an additional 3 modules or equivalent.

An employee at this level works above and beyond a Power worker Level 4, and possess competencies which enables the employee to:

(a) exercise discretion within the scope of this level;

(b) work under general supervision, either individually or in a team environment;

(c) understand and implement quality systems; and

(d) provide guidance and assistance relevant to their skills,

commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 5 falls within the National Training Board Australian Standards Framework at Level 4.

5.4.7 Technical employee - Level 1 (Salary Point 4.0) - A Technical employee Level 1 shall mean an employee who holds an appropriate Trade Certificate, Tradesperson's Rights Certificate or Certificate of Competency, as defined in the Electricity Act, or equivalent, and is able to exercise the skills and knowledge of such certification.

An employee at this level possesses competencies which enables the employee to:
(a) perform trade work which is generally of a routine, non-complex nature;
(b) understand and implement quality systems;
(c) perform work under general supervision either individually or in a team environment; and
(d) perform work which involves the skills of the employee's trade and work which is incidental and facilitates the completion of the employee's work,

commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 1 falls within the National Training Board Australian Standards Framework at Level 3.

5.4.8 Technical employee - Level 2 (Salary Point 5.0) - A Technical employee Level 2 shall mean an employee who:

(a) In addition to the requirements of Technical employee - Level 1 has completed:

(i) 3 appropriate modules of training or equivalent; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma but is without relevant work experience):

(i) who is engaged in routine technical duties; or

(ii) whose function is that of Trainer/Supervisor/Co-ordinator, which is at a level higher than that of employee-in-Charge, (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees), and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.

(c) An employee at this level is an experienced employee who exercises trade and/or other skills relevant to the specific requirements of the enterprise at a higher level than a Technical employee Level 1 and possesses competencies which enables the employee to:

(i) exercise discretion within the scope of this level;

(ii) work under general supervision either individually or in a team environment;

(iii) understand and implement quality systems;

(iv) provide technical guidance to others in their work team; and

(v) perform incidental and peripheral work,

commensurate with the employee's training, experience and responsibilities.

Note: The minimum salary level for an employee whose principal function is that of Trainer/Supervisor/Co-ordinator is Salary Point 6.0.
Technical employee Level 2 falls within the National Training Board Australian Standards Framework at Level 4.

5.4.9 Technical employee - Level 3 (Salary Point 7.0) - A Technical employee Level 3 shall mean an employee who:

(a) In addition to the requirements of Technical employee - Level 1 has completed:

(i) an appropriate Post Trades Certificate (9 modules) or equivalent; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level):

(i) who performs technical duties; or

(ii) exercises cross-skilling in technical fields; or

(iii) whose principal function is that of Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),

and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.

(c) An employee at this level possesses competencies which enables the employee to:

(i) exercise discretion within the scope of this level;

(ii) work under limited supervision either individually or in a team environment;

(iii) understand and implement quality systems;

(iv) provide technical guidance to others in their work team;

(v) assist in the provision of on-the-job training to others in their work team; and

(vi) perform incidental and peripheral work, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 3 falls within the National Training Board Australian Standards Framework at Level 4.

5.4.10 Technical employee - Level 4 (Salary Point 9.0) - A Technical employee Level 4 shall mean an employee who:

(a) In addition to the requirements of Technical employee - Level 1 has completed:

(i) an appropriate Advanced Certificate (15 modules) or equivalent; or
(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

(b) Is an employee with an equivalent level of training and/or skills and experience who:

(i) performs planning and/or technical duties; or

(ii) exercises cross-skilling in technical fields; or

(iii) performs the principal function of a Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),

and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.

(c) An employee at this level applies technical principles, practices, techniques and human relations skills to activities which include, for example; high level manual skills, fault diagnosis and related tasks in a workshop, laboratory, office, field or operations function and with further information, supervises such activities. Such an employee possesses competencies which enables the employee to:

(i) perform routine technical work on complex equipment as directed;

(ii) use an overall knowledge and understanding of the operating principles of the systems and equipment on which to carry out tasks;

(iii) prepare technical reports (as required);

(iv) exercise broad discretion within the scope of this level;

(v) work under limited supervision either individually or in a team environment;

(vi) understand and implement quality systems;

(vii) provide technical guidance or advice within the scope of this level;

(viii) assist in the provision of on-the-job training to others in their work team; and

(ix) perform incidental and peripheral work,

commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 4 falls within the National Training Board Australian Standards Framework at Level 5.

5.4.11 Technical employee - Level 5 (Salary Point 11.0) - A Technical employee Level 5 shall mean an employee who:

(a) In addition to the requirements of Technical employee - Level 1 has completed:

(i) an appropriate Associate Diploma or equivalent; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;
(b) Is an employee with an equivalent level of training and/or skills and experience who:

(i) performs planning and/or technical duties; or

(ii) exercises cross-skilling in technical fields; or

(iii) performs the principal function of a Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),

and who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.

(c) Subject to job requirements, an employee at this level applies practical techniques of analysis and technical principles, standards and practices, and human relations, to new and existing technologies in standard design, testing, inspection, plant operation, manufacturing, including fault diagnosis and maintenance, and with further information, supervises and manages such work. Such an employee may possess competencies which enables the employee to:

(i) have an advanced knowledge and understanding of the operating principles of the systems and equipment on which to carry out tasks;

(ii) prepare detailed technical reports as required;

(iii) undertake technical investigations within the scope of this level;

(iv) prepare reports and/or recommendations on the technical suitability of equipment, procedures and test results;

(v) estimate, quote, tender and supervise electrical/electronic projects;

(vi) exercise independent judgement and initiative within the scope of this level;

(vii) work under limited supervision either individually or in a team environment;

(viii) understand and implement quality systems;

(ix) provide technical guidance or advice within the scope of this level;

(x) assist in the provision of on-the-job training to others in their work team; and

(xi) perform incidental and peripheral work,

commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 5 falls within the National Training Board Australian Standards Framework at Level 6.

5.4.12 Technical employee - Level 6 (Salary Point 12.0) - A Technical employee Level 6 shall mean an employee who:

(a) In addition to the requirements of Technical employee - Level 1 has completed:
(i) an appropriate Associate Diploma or equivalent; and further, has completed additional training as specified in the appropriate Career Path; or

(ii) an equivalent standard of structured industry specific training, comprised of courses endorsed by the Training Committee.

(b) An employee at this level possesses competencies which enables the employee to:

(i) perform work within broad guidelines;

(ii) accept responsibility for technical expertise, planning, supervising or co-ordinating works;

(iii) be accountable and responsible for output;

(iv) initiate investigations and produce resultant technical reports;

(v) work independently as a specialist or in a team;

(vi) provide specialist support in a range of programs/activities;

(vii) control and co-ordinate the works program within budgetary constraints;

(viii) exercise a degree of autonomy, within budgetary constraints, in establishing works programs; and

(ix) perform duties as a Principal Trainer/Supervisor/Co-ordinator:

i.e. - responsible for the supervision and/or training of Technical Employees at lower classification levels, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 6 falls within the National Training Board Australian Standards Framework at Level 6.

5.4.13 Technical employee - Level 7 (Salary Point 13.0) - A Technical employee Level 7 shall mean an employee who:

(a) In addition to the requirements of Technical employee - Level 1 has completed:

(i) an appropriate Associate Diploma or equivalent; and further, has completed additional training as appropriate Career Path; or

(ii) an equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee.

(b) An employee at this level possesses competencies which enables the employee to:

(i) accept a high degree of responsibility for technical expertise, planning, supervising or co-ordinating works;

(ii) be accountable and responsible for output;

(iii) initiate investigations and produce resultant technical reports;

(iv) work independently as a specialist or in a team;
(v) provide specialist support in a range of programs/activities;
(vi) display interpersonal skills in the performance of the employee's function;
(vii) develop and implement significant works programs; and
(viii) perform duties as a Principal Trainer/Supervisor/Co-ordinator:

i.e. - responsible for the supervision and/or training of Technical Employees at lower classification levels, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 7 falls within the National Training Board Australian Standards Framework at Level 6.

5.4.14 Technical employee - Level 8 (Salary Point 14.0) - A Technical employee Level 8 shall mean an employee who:

(a) In addition to the requirements of Technical employee - Level 1 has completed:

(i) an appropriate Associate Diploma or equivalent; and further, has completed additional training as specified in the appropriate Career Path; or

(ii) an equivalent standard of structured industry specific training, comprised of courses endorsed by the Training Committee.

(b) An employee at this level possesses competencies which enables the employee to:

(i) undertake significant responsibility as an operational expert, supervision or co-ordination;

(ii) provide a high level of creative planning, design and associated managerial functions;

(iii) establish and review guidelines and devise new approaches to design, operation, development or investigation;

(iv) be accountable and responsible for output;

(v) work independently as a specialist, supervisor, manager within the operational workforce;

(vi) display interpersonal skills in the performance of the employee's function;

(vii) develop and implement significant works programs;

(viii) exercise initiative in the production and application of Standards and Procedures; and

(ix) perform duties as a Principal Trainer/Supervisor/Co-ordinator:

i.e. - responsible for the supervision and/or training of Technical Employees at lower classification levels, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 8 falls within the National Training Board Australian Standards Framework at Level 7.

5.5 Classification definitions - Professional and managerial stream
Professional & Managerial Stream Classification Structure Outline

<table>
<thead>
<tr>
<th>Salary Point</th>
<th>Classification Level</th>
<th>Training Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.0</td>
<td>Professional &amp; Managerial employee Level 4</td>
<td>*</td>
</tr>
<tr>
<td>15.0</td>
<td>Professional &amp; Managerial employee Level 3</td>
<td>*</td>
</tr>
<tr>
<td>14.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.0</td>
<td>Professional &amp; Managerial employee Level 2</td>
<td>*</td>
</tr>
<tr>
<td>12.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.0</td>
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<td></td>
</tr>
<tr>
<td>9.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.0</td>
<td>Professional &amp; Managerial employee Level 1 - Entry Point 4 year Degree</td>
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<tr>
<td>7.0</td>
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</tr>
<tr>
<td>6.2</td>
<td>Professional &amp; Managerial employee Level 1 - Entry Point 3 year Degree</td>
<td>*</td>
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<tr>
<td>6.0</td>
<td></td>
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</tr>
</tbody>
</table>

* For progression purposes, training is subject to relevant career path criteria.

5.5.1 Professional and Managerial employee - Level 1 (3 Year Degree Entry - Salary Point 6.2; 4 Year Degree Entry - Salary Point 8.0) - A Professional and/or Managerial employee - Level 1 shall mean an employee who holds an appropriate degree or equivalent.

An employee at this level:

(a) operates under appropriate supervision;

(b) performs normal professional work and exercises individual judgement and initiative in the application of principles and methods applicable to the profession concerned;

(c) assists more senior professionals;

(d) has work reviewed by a competent professional officer for validity, adequacy, methods and procedures;

(e) assigns and checks work of support staff and others assigned to work on common projects. Work can be expected to receive less rigorous review as the employee progresses; and

(f) exercises initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams, or independently.

Note: Professional and/or Managerial employee - Level 1 spans the NTB Australian Standards Framework Competency Level 6.

5.5.2 Professional and Managerial employee - Level 2 (Salary Point 13.0) - A Professional and/or Managerial employee - Level 2 shall mean an employee who holds an appropriate degree or equivalent and who has relevant experience.

An employee at this level:
(a) performs work requiring the application of mature professional skills and knowledge;
(b) deals with problems for which it is necessary to modify established guidelines and devise new approaches or apply new professional skills or techniques;
(c) makes recommendations that are technically and commercially accurate and feasible;
(d) makes decisions on matters assigned including the establishment of professional work standards and procedures, and consults, recommends and advises in specialist areas;
(e) outlines and assigns work, reviews it for technical accuracy and adequacy, and manages the work of others; and
(f) exercises initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams, or independently.

Note: Professional and/or Managerial employee - Level 2 spans the NTB Australian Standards Framework Competency Level 6.

5.5.3 Professional and Managerial employee - Level 3 (Salary Point 15.0) - A Professional and/or Managerial employee - Level 3 shall mean an employee who holds an appropriate degree or equivalent and who has relevant experience.

An employee at this level:
(a) may be a technical expert or manage a unit of the organisation. In practice most positions at this level will contain both these elements;
(b) may be a team leader having broad understanding spanning more than one professional field of work, or be a recognised authority within a particular specialised field of expertise, or both;
(c) participates in short or long range planning and translates the more general objectives and strategies of higher management into specific targets and strategies for the unit;
(d) takes initiatives, makes independent decisions and formulates policies and procedures within this overall framework to obtain the best performance and results from the organisational unit for which the officer is accountable;
(e) gives expert technical advice to management and other units;
(f) takes responsibility for development and provision of systems, facilities and functions;
(g) manages groups and work programs;
(h) directs or advises on the use of resources;
(i) makes decisions not usually subject to technical review; decides courses of action necessary to expedite the successful accomplishment of assigned projects; and makes recommendations of significant impact on the organisation; and
(j) has work assigned only in terms of broad objectives. Performance is reviewed for policy, soundness of judgement, results and general effectiveness.
Note: Professional and/or Managerial employee - Level 3 falls within the NTB Australian Standards Framework Competency Level 8.

5.5.4 Professional and Managerial employee - Level 4 (Salary Point 16.0) - A Professional and/or Managerial employee - Level 4 shall mean an employee who holds an appropriate degree or equivalent and relevant experience.

An employee at this level:

(a) accepts responsibility for professional work, demanding a high level of expertise, independence, originality, ingenuity and mature judgement;

(b) manages a unit of the organisation and exhibits a high level of competence in managing people and work;

(c) performs work which is of primary importance to the organisation and which will have a substantial effect on the results obtained by the employing organisation;

(d) contributes to the organisation's short and long range planning process and to the formulation of the organisation's objectives, strategies and policies;

(e) translates broader corporate objectives, strategies and policies into specific objectives, strategies and policies realisable by the organisation unit;

(f) manages large work groups; or manages a multi-discipline group engaged in interrelated work; or may be an expert leading a team of related professionals; or may be a recognised expert in a specialist field of crucial importance;

(g) takes overall responsibility for the provision and control of systems, resources, facilities, functions and major investigations;

(h) ensures that the organisation obtains maximum benefit from the application of professional expertise;

(i) gives expert technical advice and acts as organisation spokesperson in a particular field of expertise; and

(j) has work assigned only in terms of broad objectives. Performance is reviewed for policy, soundness of judgement, results and general effectiveness in pursuit of corporate and major organisational objectives.

Note: Professional and/or Managerial employee - Level 4 falls within the NTB Australian Standards Framework Competency Level 8.

5.6 Classification definitions - Production stream

Production Stream Classification Structure Outline

<table>
<thead>
<tr>
<th>Salary Point</th>
<th>Classification Level</th>
<th>Training Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.0</td>
<td>↑</td>
<td>↑</td>
</tr>
<tr>
<td>14.0</td>
<td>Production worker Level 9</td>
<td>Associate Diploma + additional training or equivalent</td>
</tr>
<tr>
<td>13.0</td>
<td>Production worker Level</td>
<td>Associate Diploma + additional</td>
</tr>
<tr>
<td>Level</td>
<td>Classification</td>
<td>Requirement</td>
</tr>
<tr>
<td>-------</td>
<td>----------------</td>
<td>-------------</td>
</tr>
<tr>
<td>12.0</td>
<td>Production worker Level 7</td>
<td>Associate Diploma + additional training or equivalent</td>
</tr>
<tr>
<td>11.0</td>
<td>Production worker Level 6</td>
<td>Associate Diploma or equivalent</td>
</tr>
<tr>
<td>10.0</td>
<td>*</td>
<td>22 modules or equivalent</td>
</tr>
<tr>
<td>9.0</td>
<td>Production worker Level 5</td>
<td>Advanced Certificate or Equivalent</td>
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<tr>
<td>8.0</td>
<td>*</td>
<td>12 modules or equivalent</td>
</tr>
<tr>
<td>7.0</td>
<td>Production worker Level 4</td>
<td>9 modules or equivalent</td>
</tr>
<tr>
<td>6.0</td>
<td>↑</td>
<td>6 modules or equivalent</td>
</tr>
<tr>
<td>5.0</td>
<td>Production worker Level 3(a)</td>
<td>Production worker Level 3(b)</td>
</tr>
<tr>
<td>4.0</td>
<td>Production worker Level 2(a)</td>
<td>Production worker Level 2(b)</td>
</tr>
<tr>
<td>3.0</td>
<td>Production worker Level 1</td>
<td>Certificate II or equivalent</td>
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<tr>
<td>2.0</td>
<td>Power worker Level 2</td>
<td>Certificate I or equivalent</td>
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<tr>
<td>1.0</td>
<td>Power worker Level 1(b)</td>
<td>Undertaking structured training towards a Certificate I</td>
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<tr>
<td>0.0</td>
<td>Power worker Level 1(a)</td>
<td>Induction Training</td>
</tr>
</tbody>
</table>

Certificates I, II and III are internal qualification standards established for each employer.

* Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Award Purposes.

Progression and training beyond these Classification Levels are subject to relevant career path criteria.

5.6.1 Production worker - Level 1 (Salary Point 3.0) - A Production worker Level 1 shall mean an employee who has completed a Certificate II or equivalent.

An employee at this level possesses competencies which enables the employee to:

(a) perform a specific "support" function within the enterprise;
(b) work from complex instructions and procedures;
(c) assist in the provision of on-the-job training to a limited degree;
(d) work under general supervision;
(e) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2;
(f) be responsible for assuring the quality of the employee's own work; and
(g) perform work as a competent assistant,

commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 1 falls within the National Training Board Australian Standards Framework at Level 2.

5.6.2 Production worker - Level 2(a) (Non-Trade) (Salary Point 4.0) - A Production worker Level 2(a) shall mean an employee, not being a tradesperson, who, while still being primarily engaged in a support
function, applies the skills acquired through the successful completion of a certificate level qualification (e.g. a Certificate III) or equivalent.

An employee at this level possesses competencies which enables the employee to:

(a) understand and apply quality systems;

(b) exercise good interpersonal communications skills;

(c) exercise discretion within the scope of this level;

(d) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 1; and

(e) perform work under general supervision, either individually or in a team environment, commensurate with the employee's training, experience and responsibilities.

Note: A Production worker Level 2(a) falls within the National Training Board Australian Standards Framework at Level 3.

5.6.3 Production worker - Level 2(b) (Trade) (Salary Point 4.0) - A Production worker Level 2(b) shall mean an employee who holds an appropriate Trade Certificate, Tradespersons Rights Certificate or Certificate of Competency, as defined in the Electricity Act, and is able to exercise the skills and knowledge of such certification.

In these definitions, the term "Tradesperson" or "Trade" shall be deemed to mean an Engineering Tradesperson.

An employee at this level possesses competencies which enables the employee to:

(a) understand and implement quality systems;

(b) exercise good interpersonal and communications skills;

(c) exercise appropriate keyboard skills;

(d) exercise discretion within the scope of this level;

(e) perform work under general supervision either individually or in a team environment; and

(f) perform work which involves the skills of the employee's trade and work which is incidental to the task and facilitate the completion of such task. The skills required to perform such incidental work would fall within the scope of the employees training, commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 2(b) falls within the National Training Board Australian Standards Framework at Level 3.

5.6.4 Production worker - Level 3(a) (Non-Trade) (Salary Point 5.0) - A Production worker Level 3(a) shall mean an employee, who, in addition to the requirements of a Production worker Level 2(a), has completed an additional 3 modules or equivalent.
An employee at this level works above and beyond a Production worker Level 2(a), and possesses competencies which enables the employee to:
(a) exercise the skills attained through satisfactory completion of the training prescribed for this classification;
(b) exercise discretion within the scope of this level;
(c) work under general supervision, either individually or in a team environment;
(d) understand and implement quality systems; and
(e) provide guidance and assistance relevant to their skills,
commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 3(a) falls within the National Training Board Australian Standards Framework at Level 4.

5.6.5 Production worker - Level 3(b) (Trade) (Salary Point 5.0) -
(a) A Production worker Level 3(b) shall mean an employee who in addition to the requirements of Production worker Level 2(b) has completed:
(i) 3 appropriate modules, or equivalent; or
(ii) an equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.
(b) An employee at this level works above and beyond a Production Worker Level 2(b), and possesses competencies which enables the employee to:
(i) exercise the skills attained through satisfactory completion of the training prescribed for this classification;
(ii) exercise discretion within the scope of this level;
(iii) work under general supervision, either individually or in a team environment;
(iv) understand and implement quality systems;
(v) provide guidance and assistance; and
(vi) exercise trade skills relevant to specific requirements involving the skills of the employee's trade and work,
commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 3(b) falls within the National Training Board Australian Standards Framework at Level 4.

5.6.6 Production worker - Level 4 (Salary Point 7.0) -
(a) A Production worker Level 4 shall mean an employee who in addition to the requirements of a Production worker Level 2(b) has completed:
(i) an appropriate Post Trades Certificate or equivalent; or

(ii) an equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.

(b) An employee at this level works above and beyond a Production Worker Level 3 and possesses competencies which enables the employee to:

(i) exercise the skills attained through satisfactory completion of the training prescribed for this classification;

(ii) provide guidance and assistance;

(iii) assist in the provision of training, in conjunction with supervisors and trainers;

(iv) understand and implement quality systems; and

(v) work under generally limited supervision,

commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 4 falls within the National Training Board Australian Standards Framework at Level 4.

5.6.7 Production worker - Level 5 (Salary Point 9.0) - A Production worker Level 5 shall mean an employee who:

(a) In addition to the requirements of a Production worker Level 2(b) has completed:

(i) an Advanced Certificate or equivalent; or

(ii) an equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.

(b) An employee at this level works above and beyond a Production worker Level 4 and possesses competencies which enables the employee to:

(i) provide operational guidance or advice within the scope of this level;

(ii) operate the production equipment in their charge, as directed conforming with established operational training and skills acquired;

(iii) prepare routine reports of a technical nature;

(iv) has an overall knowledge and understanding of the operating principle of the systems and equipment on which the employee is required to carry out their tasks;

(v) assist in the provision of training to employees in conjunction with supervisors/trainers; and

(vi) respond to and control emergency situations as directed,

commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 5 falls within the National Training Board Australian Standards Framework at Level 5.
5.6.8 Production worker - Level 6 (Salary Point 11.0) - A Production worker Level 6 shall mean an employee who:

(a) In addition to the requirements of a Production worker Level 2(b) has completed:

(i) an Associate Diploma or equivalent; or

(ii) an equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.

(b) An employee at this level works above and beyond a Production worker Level 5 and possesses competencies which enables the employee to:

(i) perform work and provide technical/operational guidance and advice within the scope of this level;

(ii) prepare detailed operational reports and carry out operational investigations on complex equipment as directed or within the scope of discretion at this level;

(iii) assist in the provision of training to employees in conjunction with supervisors/trainers;

(iv) supervise, plan and co-ordinate the activities of employees as required;

(v) be responsible for co-ordination of work projects, including switching, emergency repairs and testing within the limits of qualifications and training;

(vi) utilise extensive experience of transmission/generation plant behaviour to effectively control the system in both normal and adverse conditions; and

(vii) interact with complex computer application programs,

commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 6 falls within the National Training Board Australian Standards Framework at Level 6.

5.6.9 Production worker - Level 7 (Salary Point 12.0) - A Production worker - Level 7 shall mean an employee who:

(a) In addition to the requirements of a Production worker Level 2(b) has completed:

(i) an Associate Diploma or equivalent; and

(ii) additional training as specified in the appropriate Career Path.

(b) An employee at this level works above and beyond a Production worker level 6 and possesses competencies which enables the employee to:

(i) perform work within broad guidelines;

(ii) formulate and adapt appropriate courses of action to meet organisational objectives;

(iii) have accountability and responsibility for output;

(iv) initiate investigations and produce resultant operational reports;
(v) work independently as a specialist or in a team;

(vi) provide specialist support in a range of programs/activities;

(vii) provide specific operational advice on plant and equipment within the employee's charge in both normal and adverse conditions;

(viii) ascertain operational priority of plant and equipment in the employee's charge; and

(ix) perform duties as a Principal Trainer/Supervisor/Co-ordinator:

i.e. - responsible for the supervision and/or training of Production workers at lower classification levels, commensurate with the employee's training, experience and responsibilities.

Note: Production worker Level 7 falls within the National Training Board Australian Standards Framework at Level 6.

5.6.10 Production worker - Level 8 (Salary Point 13.0) -

(a) A Production worker Level 8 shall mean an employee who in addition to the requirements of a Production worker Level 2(b) has completed an Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path.

(b) An employee at this level works above and beyond a Production worker Level 7 and possesses competencies which enables the employee to:

(i) accept a high degree of responsibility for operational expertise, planning, supervising or co-ordinating works;

(ii) have substantial accountability and responsibility for output;

(iii) initiate investigations and produce resultant operational reports;

(iv) work independently as a specialist;

(v) provide specialist support in a range of programs/activities;

(vi) display interpersonal skills in the performance of the employee's function;

(vii) initiate corrective strategies for complex problems;

(viii) determine operational priorities;

(ix) utilise extensive experience of transmission/generation plant behaviour to effectively control the system in both normal and adverse conditions; and

(x) perform duties as a Principal Trainer/Supervisor/Co-ordinator:

i.e. - responsible for the supervision and/or training of Production workers at lower classification levels, commensurate with the employee's training, experience and responsibilities.
Note: Production worker Level 8 falls within the National Training Board Australian Standards Framework at Level 6.

5.6.11 Production worker - Level 9 (Salary Point 14.0) - A Production worker Level 9 shall mean an employee who:

(a) In addition to the requirements of a Production worker Level 2(b) has completed:

(i) an Associate Diploma or equivalent; and

(ii) additional training as specified in the appropriate Career Path.

(b) An employee at this level works above and beyond a Production worker Level 8 and possesses competencies which enables the employee to:

(i) undertake significant responsibility as an operational expert, supervision or co-ordination;

(ii) provide a high level of creative planning, design and associated managerial functions;

(iii) establish and review guidelines and devise new approaches to design, operation, development or investigation;

(iv) be accountable and responsible for output;

(v) work independently as a specialist, supervisor, manager within the operational workforce;

(vi) display interpersonal skills in the performance of the employee's function;

(vii) develop and implement significant works programs;

(viii) exercise initiative in the production and application of Standards and Procedures;

(ix) co-ordinate and report corrective strategies for complex problems; and

(x) perform duties as a Principal Trainer/Supervisor/Co-ordinator:

i.e. - responsible for the supervision and/or training of Production workers at lower classification levels, commensurate with the employee’s training, experience and responsibilities.

Note: Production worker Level 9 falls within the National Training Board Australian Standards Framework at Level 7.

5.7 Salary points and rates

5.7.1 Salary Rates: The following salary points and rates relate to the classifications contained in clauses 5.3 (Administrative stream), 5.4 (Technical stream), 5.5 (Professional and Managerial stream), 5.6 (Production stream):

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**NOTES:**

**NOTE 1:** The interim rates in the salary structure are for translation purposes only.

**NOTE 2:** The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2005 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. [Disputed cases are to be referred to the Vice President.] This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Policy, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

**5.8 Salary payment**
An employee's salary shall be paid to the employee's credit in any one account, nominated by the employee with any bank, credit union, permanent building society or other financial institution at least once each fortnight. For the purpose of calculating the amount payable fortnightly, the annual salary shall be divided by 26:

Provided that where, as at 9 March 1995, salaries have been paid on a weekly basis, this procedure shall be continued. In such cases the salary payable weekly shall be calculated by dividing the annual salary by 52:

Provided further that where a 9 day fortnight is worked by an employee pursuant to clause 6.1 of this Award salaries are paid on a weekly basis, such weekly salaries shall be arrived at by dividing the fortnightly entitlement of salaries by 2.

The employer will meet in full any costs incurred in the payment of salary into the employee's nominated account.
5.9 Higher duties

5.9.1 Where an employer directs an employee to carry out duties which require the exercise of competencies over and above that for which the employee is otherwise remunerated, for at least one full day continuously (excluding agreed days off), such employee shall be entitled to the rate of pay prescribed by the Award for the competencies exercised.

5.9.2 An employee performing higher duties shall be paid, where practicable, at the relevant higher rate of salary in the next pay period following commencement of the higher duties, and in each subsequent pay period where such higher duties continues.

5.10 Disability allowances

5.10.1 Asbestos removal - Employees engaged on asbestos removal or working in close proximity to employees removing asbestos, shall be provided with and shall use all necessary safeguards as required by the Occupational Health Authority and/or the Workplace Health and Safety Act 1995 and such employees shall be paid 56.3c (54.65c as from 15/8/05) per hour while so engaged.

5.10.2 Battery work - Employees mainly engaged in the maintenance of storage batteries, or engaged in overhauling or repairing of storage batteries or erecting second hand storage batteries that have been previously in use shall be paid at the rate of $3.68 ($3.57 as from 15/8/05) per day in addition to their ordinary rates.

5.10.3 Bitumen or tar - Employees handling bitumen or tar shall, in addition to their ordinary rates, be paid as follows:

- Hot bitumen or tar - 57.4c (55.75c as from 15/8/05) per hour
- Cold bitumen or tar - 36.6c (35.55c as from 15/8/05) per hour.

5.10.4 Boiler ducting maintenance - Employees engaged in maintenance work in the following areas of boilers shall be paid $1.3455 ($1.3065 as from 15/8/05) per hour in addition to their ordinary rates of pay, with a minimum payment of 2 hours.

(a) Furnace wall;
(b) Boiler rear pass;
(c) Air heater;
(d) Cross-over ducting;
(e) I.D. fans.

5.10.5 Boiler repair work - Employees engaged in repairs and alterations to old work only, regardless of the fact that new material may have to be used for the purpose, shall be paid 57.4c (55.75c as from 15/8/05) an hour for actual time so worked, in addition to their ordinary rates, but nothing extra shall be claimed for dirty work.

5.10.6 Brick repair work - Employees engaged in repairing the brickwork of furnaces and settings in connection with boilers where such work is carried out with second-hand bricks (i.e. with bricks which have been previously set in mortar or fire-clay in any construction work) shall be paid for at not less than one and one-sixth times their ordinary rates.

Hot work (work at a temperature of 43 degrees Celsius or over) shall be paid for at one and one-third times their ordinary rates.
5.10.7 Building construction work - An employee working on building construction work (as defined herein) shall be paid an allowance at the rate of $21.70 ($21.10 as from 15/8/05) per week to compensate for the following disabilities:

(a) Climatic conditions when working in the open on all types of work;
(b) The physical disadvantages of having to climb stairs or ladders;
(c) Dust blowing in the wind on building sites;
(d) Sloppy and muddy conditions associated with the initial stages of the erection of the building;
(e) Dirty conditions caused by the use of form oil or from green timber;
(f) Drippings from newly poured concrete;
(g) The disability of working on all types of scaffolds, other than a single plank swing scaffold or a bosun's chair; and
(h) The lack of the usual amenities associated with factory work (e.g. recreational facilities, sanitary conveniences, etc.).

This allowance shall form part of the weekly salary in the calculation of overtime payments, annual leave pay, public holiday pay, sick pay and long service leave pay.

Building construction - For the purposes of this Award, "building construction work" shall include all classes of work carried out during the construction of new buildings, the construction of additions to existing buildings, and the necessary alteration of existing buildings, to make them conform to any new additions, and the demolition of buildings.

5.10.8 Concrete mixing - Employees engaged in mixing concrete shall be paid 47.05c (45.7c as from 15/8/05) per hour in addition to their ordinary rates whilst so engaged.

5.10.9 Confined space - An employee working in a confined space, i.e. a compartment, space or place the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation shall be paid 57.4c (55.75c as from 15/8/05) per hour in addition to their ordinary rates.

5.10.10 Dirty work - An employee shall be paid 44.5c (43.2c as from 15/8/05) per hour above the ordinary rate for the actual time employed on dirty or offensive work.

5.10.11 Heavy machinery and/or transformers - Employees engaged in carting and/or handling heavy machinery and/or transformers which are loaded on to vehicles by means other than cranes, shall be paid $5.30 ($5.10 as from 15/8/05) per week in addition to their ordinary rates.

5.10.12 Height allowance - Employees, other than employees engaged in electrical line work, required to perform work at a height 15 metres to 23 metres from the ground or low-water level or nearest horizontal plane shall be paid at the rate of $11.10 ($10.80 as from 15/8/05) per week in addition to their ordinary rates.

Employees required to perform work at a height of over 23 metres from the ground or low-water level or nearest horizontal plane shall be paid at the rate of $17.10 ($16.60 as from 15/8/05) per week in addition to their ordinary rates.
5.10.13 Hot and cold work - Employees who are required to work for more than one hour continuously in the shade in places where the temperature is raised by artificial means to 45 degrees Celsius or more, or is below 0 degrees Celsius, shall be paid 57.4c (55.75c as from 15/8/05) per hour in addition to their ordinary rates.

5.10.14 Insulation work - An employee employed on work which involves the handling of loose slag wool, loose insulwool, or other loose material of a like nature used in the construction, repair, or demolition of roofing, flooring, walls or partitions, for providing insulation against heat, cold or noise, shall be paid 56.3c (54.65c as from 15/8/05) per hour extra.

5.10.15 Live sewer work - Technical Employees and their assistants engaged on live sewer work shall be paid at the rate of time and a-half for such work. For this purpose “live sewer work” shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but shall not apply to routine maintenance which does not require the dismantling of pumps etc. The term shall also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.

Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply.

Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) shall be paid not less than 4 hours at time and a-half during ordinary hours or at the appropriate rate for overtime.

5.10.16 Machinery floats and/or low loaders - Drivers of machinery floats and/or low loaders shall be paid $12.60 ($12.20 as from 15/8/05) per week in addition to their ordinary rates.

5.10.17 Marker-off - Employees whilst occupying the position of marker-off shall be paid $2.75 ($2.67 as from 15/8/05) per day in addition to their ordinary rates.

5.10.18 Noxious gas fumes - Employees who are required to work amongst noxious gas fumes shall be paid 57.4c (55.75c as from 15/8/05) per hour for actual time worked therein in addition to their ordinary rates.

5.10.19 Jack hammer work and handling cement - Power workers using jack hammers shall be paid $3.02 ($2.93 as from 15/8/05) per day in addition to their ordinary rate and shall be provided with aprons and gloves by the employer free of charge.

Power workers loading or unloading a quantity of not less than 6 bags of cement shall be paid 47.05c (45.7c as from 15/8/05) per hour in addition to their ordinary rates.

5.10.20 Power station allowance - In addition to the ordinary rates prescribed, employees employed at power stations, shall be paid the following allowances:

<table>
<thead>
<tr>
<th>Power Stations -</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Professional and Managerial employees, Administrative employees, Technical employees engaged in supervisory, engineering, science and other technical disciplines, and Production workers engaged in the operation of generating plant</td>
</tr>
<tr>
<td>As from 15/8/05</td>
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<tr>
<td>As from 1/9/05</td>
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</table>
This allowance shall be treated as part of the total ordinary rate and shall be taken into consideration for the purpose of computing overtime, week-end penalty rates etc.

The total ordinary rates for these employees shall be deemed to include any penalty rate prescribed by this Award for dirty work, wet work etc.

5.10.21 Precipitator allowance - Employees working in uncleaned or hot precipitators shall be paid $2.745 ($2.665 as from 15/8/05) per hour with a minimum payment of 2 hours in addition to their ordinary rates of pay. When working in cleaned precipitators, they shall be paid $1.842 ($1.7885 as from 15/8/05) per hour with a minimum payment of 2 hours in addition to their ordinary rates.

5.10.22 Roof repairs - Technical employees and their assistants engaged on repairs to roofs shall be paid an additional 56.3c (54.65c as from 15/8/05) per hour.

5.10.23 Shot/sand blasting - An employee working a shot blast or sand blast shall be paid an allowance of 44.5c (43.2c as from 15/8/05) per hour for the actual time engaged in working such shot blast or sand blast, in addition to their ordinary rates.

5.10.24 Toxic substances - Employees using toxic substances or materials of a like nature shall be paid 56.3c (54.65c as from 15/8/05) per hour in addition to their ordinary rates. Employees working in close proximity to employees so engaged shall be paid 47.05c (45.7c as from 15/8/05) per hour in addition to their ordinary rates.

For the purpose of clause 5.10.24 toxic substances shall include epoxy based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or 2 pack catalyst system shall be deemed to be materials of a like nature.

5.10.25 Unpleasant conditions - A payment of $1.23 ($1.194 as from 15/8/05) per hour, in addition to ordinary rates, shall be paid to employees for work done under particularly hot and unpleasant conditions on or in boilers or condensers, on soot blower systems of steaming or banked boilers, or in alternator air chambers during short outages or breakdowns.

This allowance shall not apply after a boiler has been out of service for forty-eight hours, or an alternator or condenser out of service for twelve hours.

Furthermore, this allowance shall not apply to work done during overhauls or condenser brushing, or for work done on stoker motors and stoker gear box mechanisms.

5.10.26 Weed control - Power workers engaged in spraying weeds shall be paid $1.242 ($1.206 as from 15/8/05) per hour in addition to their ordinary rates while so engaged.

5.10.27 Wet work - Employees required to work in places where water, other than rain, is continually dripping so that their clothing becomes saturated with water, or where there is water under foot to a depth exceeding 50 millimetres so that their feet become wet, shall be paid 57.4c (55.75c as from 15/8/05) per hour in addition to ordinary rates.

This allowance shall not apply when protective waterproof clothing and/or footwear is supplied.

5.11 Expense reimbursement allowances
5.11.1 Tools -

The following tool allowances shall be paid to Technical employees who are required to supply and use their own tools in the following classes of employment:

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<td>(ii) bricklaying</td>
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<td>(iii) painting, draining (by a licensed drainer)</td>
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</tr>
<tr>
<td>(iv) electrical work (general), electrical work (instrumentation and process control), mechanical work (general), mechanical work (automotive), refrigeration work</td>
<td>$20.00</td>
</tr>
<tr>
<td>(v) electrical work (automotive), electronic work, boilermaking, toolmaking, turning, sheetmetal work</td>
<td>$15.00</td>
</tr>
<tr>
<td>(vi) cable jointing electrical line work, blacksmithing, welding</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

(b) At Callide "B" Generation Entity, employees engaged in the classes of employment known as Power Producer Day and Relief Assistant Power Producer shall be entitled to the relevant above tool allowances whilst performing the class of employment for Power Producer Day.

(c) Tool allowances shall not be paid while employees are absent on annual leave or long service leave.

5.11.2 Uniform and laundry allowances (Occupational Health Nursing staff) - The employer shall supply free of charge, uniform of a type or design considered most suitable, or in lieu thereof, an allowance at the rate of $143.20 per annum shall be paid on a pro rata basis each pay day.

Where uniforms are not laundered at the employer's expense, an allowance of $1.66 per week shall be paid.

5.12 Ability allowances

Note: Ability allowances shall not be paid to employees whose rates of pay include compensation for any of the following abilities:

5.12.1 Certificate allowance - A Technical employee who is the holder of a scaffolding certificate or rigging certificate issued pursuant to the Workplace Health and Safety Act 1995 and is required to act on that certificate whilst engaged on work requiring a certificated person shall be paid an additional 47.05c (45.7c as from 15/8/05) per hour.

5.12.2 Chain saw - Employees using chain saws in the performance of their work shall be paid 47.05c (45.7c as from 15/8/05) per hour in addition to the ordinary rate whilst so engaged.

5.12.3 Confidential allowance - Administrative employees, up to salary level 6.0, who perform personal or confidential work, at the discretion of the employer, shall be paid an allowance of $550.00 ($534.00 as from 15/8/05) per annum in addition to their ordinary rates.
5.12.4 Degree allowance - Administrative employees, up to salary level 11.3, who have satisfied the examination requirements for a relevant degree of a recognised tertiary institution or a qualification assessed by the employer as being equivalent to a degree, shall be paid an allowance of $1,207.00 ($1,172.00 as from 15/8/05) per annum in addition to their ordinary rates.

5.12.5 Explosive powered tools - Employees required to use explosive powered tools shall be paid 15.05c (14.6c as from 15/8/05) per hour extra with a minimum payment of $1.17 ($1.14 as from 15/8/05) per day in addition to their ordinary rates.

5.12.6 Goods in excess of 16.764m - Employees who are required to drive vehicles carting goods in excess of 16.764m shall be paid $1.82 ($1.77 as from 15/8/05) per day in addition to the rate prescribed herein where the vehicle is travelling in or through built-up areas.

5.12.7 Handling furniture and whitegoods - Employees engaged in carting, handling or delivering any article of household, office or whitegoods shall be paid $2.34 ($2.27 as from 15/8/05) per day in addition to their ordinary rates.

5.12.8 Motor vehicles drawing trailers - An employee driving a motor vehicle to which a trailer is attached shall be paid in addition to the rates prescribed herein the extra applicable amount set out hereunder:

$1.91 ($1.85 as from 15/8/05) per day when drawing a loaded single axle trailer;

$1.10 ($1.07 as from 15/8/05) per day when drawing an empty single axle trailer;

$2.45 ($2.38 as from 15/8/05) per day when drawing a loaded trailer with more than one axle;

$1.39 ($1.35 as from 15/8/05) per day when drawing an empty trailer with more than one axle:

Provided that:

(a) when on any day an employee drives a motor vehicle drawing an empty and a loaded trailer the employee shall be paid for that day the extra rate applicable for such loaded trailer;

(b) not more than one trailer shall be attached and drawn at any one time;

(c) the extra payment prescribed herein shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders;

(d) these allowances shall apply only in respect of the drawing of trailers having a loaded capacity in excess of .508 t;

(e) the term "trailer" does not include - compressors, concrete mixers, welding plants and road brooms.

(f) For motor vehicles drawing compressors, concrete mixers or welding plants - An employee driving a motor vehicle to which any of the following is attached, viz: compressor, concrete mixer or welding plant, shall be paid at the rate of 19.1c ($18.55c as from 15/8/05) per hour or part thereof whilst so engaged, in addition to the rate of salary prescribed herein.

5.13 First aid

When an employee, who holds a current appropriate first aid certificate, is appointed by the employer as a first aid attendant they shall be paid at the rate of $11.60 ($11.30 as from 15/8/05) per week in addition to their ordinary rates.

5.14 Locality allowances
Employees subject to this Award shall be paid locality allowances as prescribed by sections 321 to 326 inclusive (as varied from time to time) of Part 5 of the Regulations made under the Electricity Act 1994.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

6.1.1 All employees, excluding Power workers (office cleaners) subject to clause 6.1.2 and shift workers subject to clause 6.5.

Day workers - The ordinary working hours of day working employees excluding casuals and part-time employees shall not exceed 36 1/4 hours per week or 7 1/4 hours per day to be worked between the hours of 6.00 a.m. and 6.30 p.m., Monday to Friday inclusive with a break of not more than one hour and not less than thirty minutes for a meal.

By agreement between the unions and the employer the ordinary hours may be worked over a fortnightly period of 9 consecutive working days and not more than 8 hours 3.3 minutes shall be worked on any such day at ordinary rates.

6.1.2 Power workers (office cleaners) -

(a) The ordinary working hours for day workers shall be worked continuously excluding meal breaks and shall not exceed 36 1/4 hours per week. Such ordinary hours shall be worked between the hours of 6.00 a.m. and 6.00 p.m., Mondays to Fridays inclusive, and between 6.00 a.m. and 2.00 p.m. on Saturdays.

(b) The ordinary working hours for night workers and intermediate workers shall be worked continuously excepting meal breaks and shall not exceed 36 1/4 hours per week, Mondays to Saturdays inclusive.

For the purposes of clause 6.1.2(b) "night workers" shall mean employees who commence after the fixed ceasing time for day workers and "intermediate workers" shall mean employees whose daily working hours cover portion of the hours prescribed for day workers and portion of the hours prescribed for night workers:

Provided that nothing in this clause 6.1.2(b) shall be deemed to apply to workers going to work twice a day.

(c) The hours for workers going to work twice a day shall be between the hours of 6.00 a.m. and 9.00 a.m. and between the hours of 4.30 p.m. and 9.30 p.m. Monday to Fridays inclusive, and on Saturdays between 6.00 a.m. and 9.00 a.m. and between 12 noon and 2.00 p.m.

(d) No employee engaged in office cleaning shall start work before 6.00 a.m.

(e) Employees who are employed for at least 6 hours, shall be allowed one hour for a meal between the 4th and 6th hours of such employment.

Where the employer and employees agree, not less than thirty minutes shall be allowed for the midday meal break.

6.2 Overtime

6.2.1 General -

(a) Except as hereinafter provided, all time worked in excess of that provided for in clause 6.1 or before the ordinary starting time or after the ordinary ceasing time shall be deemed overtime and shall be paid for at one and a-half times the ordinary rate for the first 3 hours and double time thereafter. Each day to stand by
itself when overtime is being computed, except where an employee commences overtime on one day and continues to work such overtime into the next day.

(b) No employee shall refuse to work a reasonable amount of overtime to meet the needs of the employer.

(c) Systematic overtime shall not be worked; it shall be considered such when 3 consecutive weeks' overtime has been worked.

Clause 6.2.1 (c) shall not apply when extra labour is not available forthwith.

(d) When any portion of an hour is worked, employees shall receive payment in respect of any broken part of an hour at the current overtime rate with a minimum payment for one-half hour.

6.2.2 Penalties and minimum payments -

(a) Saturday - Employees required to work overtime commencing on Saturday shall be paid at one and a-half times the ordinary rate for the first 3 hours and double time thereafter with a minimum period of 3 hours work or payment therefore, except in the case of emergencies.

(b) Sunday - All overtime work done on Sundays shall be paid at the rate of double time.

(c) Minimum payment for Sundays - When employees are called upon to work on a Sunday, they shall, except in the case of emergency, receive a minimum of 3 hours pay at the rates prescribed in this Award.

(d) Overtime worked in any calling in or in connection with which more than one shift per day is worked, shall be paid for at the rate of double time.

For all employees engaged in shift work, all time worked in excess of 8 hours in any one day shall be considered as overtime.

Employees who work overtime during an afternoon or night shift shall be paid double time on their afternoon or night shift rate respectively.
6.2.3 Recalls -

(a) Where employees are required to report for work between midnight and 6 a.m. they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7 a.m. Saturday.

(b) Employees recalled to work overtime, except in the case of an emergency, after leaving the employers business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) shall be paid for a minimum 4 hours work at the appropriate overtime rate for each recall.

Except in the case of unforeseen circumstances arising, an employee shall not be required to work the full 4 hours if the job the employee was recalled to do is completed within a shorter period.

Overtime worked in cases where it is customary for an employee to return to the employers premises to perform a specific job outside of working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, shall not be regarded as overtime for the purposes of clause 6.2.3(b).

6.2.4 Nine day fortnight - agreed day off - Employees working a 9 day fortnight, who are required to work on their agreed day off, shall be paid the overtime rates prescribed for work on Mondays to Fridays and where required to report for work between midnight and 6 a.m. shall be paid at the rate of double time for all time so worked up to 7 a.m.

By agreement with the employer, employees who work on their agreed day off and elect to substitute another ordinary working day for their agreed day off shall be paid at ordinary rates for work during what otherwise would be ordinary hours (8 hours 3.3 minutes), and appropriate overtime rates for work performed in excess thereof. Employees who so elect shall be permitted to accumulate no more than 2 working days. The time of taking such days shall be by mutual agreement but they must be taken as soon as practicable and no later than within the next four (4) weekly period. Such days shall not be taken in conjunction with annual leave or long service leave.

6.2.5 Public holidays - All time worked on public holidays outside the ordinary working hours specified in this Award, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, shall be paid at double the rate prescribed by this Award for such time when worked outside such working hours on an ordinary working day.

6.2.6 Travelling after overtime - Employees who through working overtime cannot obtain their ordinary method of conveyance to or from their homes shall be conveyed to or from their homes by the employer or be paid such expenses as are incurred to or from their homes.

6.2.7 Breaks after overtime - Employees who work so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times shall, subject to clause 6.2.7, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of their employer such employees resume or continue work without having had such 10 consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where employees are recalled to work after the ordinary ceasing time, overtime worked in such circumstances shall not be regarded as overtime for the purposes of clause 6.2.7 where the actual time worked is less than 3 hours on such recall or on each of such recalls.
The provisions of clause 6.2.7 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:

(a) for the purpose of changing shift rosters; or

(b) where a shift worker does not report for duty; or

(c) where a shift is worked by arrangement between the employees themselves.

6.2.8 Employees who work so much overtime between 5 p.m. on Sunday and public holidays and agreed day off, and ordinary commencing time on the following working day so that they have not had 8 hours off duty between those times, shall, where practicable, be entitled to defer their normal starting time on such following working day until they have had 8 hours break from the time they return home from such overtime.

In the circumstances referred to above no deduction of pay shall be made where the break extends into ordinary hours.

Where it is not practicable for such break(s) to be taken, double rates shall be paid until the employee is released from duty for such period. Any ordinary time following release from duty shall be paid for at ordinary rates.

6.3 Meal break, crib break and meal allowance

6.3.1 When working overtime, for more than one hour, employees shall be allowed to take thirty minutes for "crib" after the ordinary ceasing time, and also 45 minutes after each 4 hours work, provided such overtime continues, for which no deduction shall be made.

6.3.2 All employees required to do overtime work for more than one hour shall be paid $9.60 for each meal between the ordinary ceasing time and the completion of overtime work, unless the employer provides such meal for them.

6.3.3 When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime, they shall be entitled to an allowance of $9.60 for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

6.3.4 All work done during the recognised meal period shall be paid for at the rate of double time, and payment at this rate shall continue until another and uninterrupted meal period of thirty minutes has commenced or until the cessation of that day's work, which ever occurs first. No employee shall be required to work more than 5 hours without a break for a meal.

6.3.5 When employees work more than 4 hours' overtime on a Saturday and/or Sunday they shall be entitled to a meal break of not more than one hour at the end of the 4th hour, provided that their overtime is to continue for not less than one hour after the meal break.

If such overtime continues to the tenth hour from the commencement of such overtime on such day, employees shall be entitled to a further meal break of not more than one hour provided overtime continues after the break.

Furthermore, where such overtime continues after the tenth hour from the commencement of such overtime on such day, employees shall be entitled to a further meal break (provided such overtime continues), of not more than one hour after each additional 5 hours until such time as such overtime is completed.

6.3.6 Employees called out shall be allowed to take 45 minutes for crib after each 4 hours' overtime worked provided such overtime continues, for which no deduction shall be made.
6.3.7 Employees called out within one and a half hours of their normal ceasing time and who are required to work for more than one hour, or are called out within 2 hours of normal starting time shall be entitled to a meal allowance of $9.60 and in addition shall be allowed 30 minutes as soon as possible thereafter, without deduction of pay, to partake of a meal.

6.4 Rest pauses

6.4.1 Where practicable every employee (other than a casual and part-time employee) shall be entitled to a rest pause or pauses not exceeding a total of 20 minutes duration in the employer's time during the daily work period.

Such rest pause or pauses may be taken in a manner and at such time or times as agreed upon between the employer and the majority of employees at the work location so that continuity of work will not be interrupted where continuity is necessary.

6.4.2 Casual and part-time employees who work a minimum of four (4) consecutive ordinary hours, but less than eight (8) ordinary consecutive hours on any one day, shall receive a rest pause of ten (10) minutes duration. Employees who work a minimum of eight (8) ordinary consecutive hours shall receive a rest pause or pauses as prescribed in clause 6.4.1.

6.5 Shift work

6.5.1 Subject to the following provisions the ordinary hours of work for shift workers shall not exceed 36 1/4 hours per week.

6.5.2 The ordinary hours of work referred to in clause 6.5.1 may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 36 1/4 and may be worked according to a roster agreed upon between a majority of the employees concerned and the employer to suit the needs and circumstances of each establishment. The employer shall advise the Union secretary in writing of any agreed position prior to any agreed roster being implemented.

6.5.3 Shift workers shall be allowed a crib break of 30 minutes during each shift for which no reduction of pay shall be made.

Such break shall be taken at a time and in such manner that it will not interfere with continuity of work where continuity is necessary.

6.5.4 For the purposes of clause 6.5 the following definitions apply:

(a) "Day shift" shall mean any shift worked between the hours of 6 a.m. and 6 p.m.

(b) "Afternoon shift" shall mean any shift finishing after 6 p.m. and at or before midnight.

(c) "Night shift" shall mean any shift finishing after midnight and at or before 8 a.m.

6.5.5 Shift penalties - In addition to salary, the following penalties shall be paid to employees working shifts as defined in clause 6.5.4.
(a) **Shift allowance -**

(i) **Afternoon shift** - Employees who work afternoon shift shall be paid a shift allowance of 17 1/2% of their ordinary rate in addition to their ordinary rate.

(ii) **Night shift** - Employees who work night shift shall be paid a shift allowance of 20% of their ordinary rate in addition to their ordinary rate.

(b) **Week-end penalty rates** - All time worked during an ordinary shift between midnight on Friday and midnight on Saturday shall be paid for at one and a-half times the ordinary rate and between midnight on Saturday and midnight on Sunday at double the ordinary rate.

6.6 **Emergency work - availability duty**

6.6.1 Employees called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time, and payment shall be calculated accordingly, but such payment shall not be less than 4 hours' salary at ordinary rates.

6.6.2 Employees required to be on call for emergency work outside ordinary working hours shall be paid 12.91 per cent of level 4.0 on the salary scale prescribed in clause 5.7.1 divided by 52, for each week on which they are required to be on call in addition to their ordinary rates.

6.6.3 Employees required to act as duty employees outside ordinary working hours in areas where no control centre is operating shall be paid 23.05 per cent of level 4.0 on the salary scale prescribed in clause 5.7.1 divided by 52, for each week they are required to be on such duty in addition to their ordinary rates.

For the purpose of clauses 6.6.2 and 6.6.3:

(a) An "on-call employee" shall mean an employee who outside ordinary working hours is required to be available at all times to perform emergency work.

(b) A "duty employee" shall mean an employee who is required after ordinary hours to return home to receive calls relative to emergency and/or breakdown work.

6.6.4 Where it is not feasible to operate this method of attending to emergency and/or breakdown work, as defined in clause 6.6.2 and 6.6.3, and the functions of the duty employee and the on-call employee are performed by the same employee, then that employee shall be paid 18.44 per cent of level 4.0 on the salary scale prescribed in clause 5.7.1 divided by 52, in addition to their ordinary rates.

6.6.5 Wherever practicable, the above duties shall be arranged on a roster basis.

6.6.6 Employees referred to in clauses 6.6.2, 6.6.3 and 6.6.4 shall have one day added to their annual leave for each public holiday on which they are required to be on duty.

**PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

7.1 **Annual leave**

7.1.1 Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment be entitled to annual leave on full pay as follows:

(a) Not less than 5 weeks if employed on shift work where 3 shifts per day are worked over a period of 7 days per week;
(b) Not less than 4 weeks in any other case:

Despite clause 7.1.1 any casual power worker (office cleaner) shall be allowed 4 weeks' leave on full pay in each year. Payments for such 4 weeks' leave shall be at the rate of the average weekly earnings of such employees during the preceding twelve months:

All employees engaged at the 9 March 1995 (other than shift workers) in that part of the State of Queensland lying north of the 22nd Parallel of South Latitude and/or west of the 144th meridian of East Longitude in receipt of an additional week on full pay for each year of service or a monetary pro rata equivalent for a lesser period than one year shall continue to receive this additional leave.

7.1.2 Annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and subject to clause 7.1.3 shall be paid for by the employer in advance unless otherwise requested by the employee.

In the case of any and every employee in receipt immediately prior to annual leave of ordinary pay at a rate in excess of the ordinary rate payable under this Award at that excess rate; and

In every other case, at the ordinary rate payable to the employee concerned immediately prior to annual leave under this Award.

If the employment of any employee is terminated at the expiration of a full year of employment, the employer shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due, pay, calculated in accordance with 7.1.3 for 4 or 5 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 4 or 5 weeks.

An employee, whose employment is terminated before the expiration of a full year of employment, shall be paid, in addition to all other amounts due, an amount equal to one-ninth of the employee's ordinary pay for the period of employment if the employee is one to whom clause 7.1.1(a) above applies, and one-twelfth if clause 7.1.1(b) above applies, calculated in accordance with clause 7.1.3.

Calculation of the entitlement to annual leave shall be in hours as agreed between the appropriate unions and the employer.

7.1.3 Calculation of annual leave pay - annual leave entitlements (including any proportionate payments) shall be calculated as follows:

(a) Shift workers - Subject to clause 7.1.3(c) of the rate of salary to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.

(b) Employees-in-Charge - Subject to clause 7.1.3(c), Employee-in-Charge allowances and amounts of a like nature otherwise payable for ordinary time worked shall be included in the salary to be paid.

(c) All employees - Subject to clause 7.1.3(d), in no case shall the payment by the employer to an employee be less than the sum of the following amounts:

(i) The employee's ordinary salary rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);

(ii) Employee-in-Charge allowance or amounts of a like nature;

(iii) A further amount calculated at the rate of 17 1/2 % of the amounts referred to in clauses 7.1.3(c)(i) and 7.1.3(c)(ii).
(d) clause 7.1.3 (c) shall not apply to the following:

(i) Any period or periods of annual leave exceeding -

(A) 5 weeks in the case of employees employed in a calling where 3 shifts per day are worked over a period of 7 days per week; or

(B) 4 weeks in any other case.

(ii) Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable.

7.1.4 If a public holiday falls on a day that a shift worker is rostered off, an extra day shall be added to annual leave.

7.1.5 Employees shall take their entitlement to annual leave within twelve months of the date on which it falls due except when by agreement with the employer it is deferred to a later date.

7.1.6 Unless the employee shall otherwise agree the employer shall give the employee at least 14 days' notice of the date from which the annual leave shall be taken.

7.1.7 Except as herein provided it shall not be lawful for the employer to give or for any employee to receive payment in lieu of annual leave.

7.2 Sick leave

7.2.1 Entitlement

(a) Every employee, except casuals, school based apprentices and trainees, is entitled to eighty seven (87) hours sick leave for each completed year of their employment with their employer.

(b) This entitlement will accrue at the rate of 7.25 hours sick leave after each month of employment.

(c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 1885 hours absence from work through illness in any one year.

7.2.2 Employee must give notice.

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

7.2.3 Evidence supporting a claim

Every employee absent from work through illness on the production of a certificate from a duly qualified medical practitioner specifying the nature of the illness of the employee and the period or approximate period during which the employee will be unable to work, or of other evidence of illness to the satisfaction of the employer, and subject to having promptly notified the employer of the illness and of the approximate
period aforesaid shall, subject as herein provided, be entitled to payment in full for all time so absent from work:

Provided that it shall not be necessary for an employee to produce such certificate if the employee's absence from work on account of illness does not exceed 2 days.

7.2.4 Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

(a) The employee is absent from work on unpaid leave granted by the employer;

(b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

(c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 Workers' compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

7.3 Bereavement leave

7.3.1 Full-time and part-time employees

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.3.2 Long-term casual employees

(a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.

(b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.3.2.

7.3.3 "Immediate family" includes:

(a) A spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee; and

(b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.3.4 Unpaid leave
An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient:

Provided an employee shall be entitled to a maximum of 2 days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's immediate family and where the employee travels outside of Australia to attend the funeral.

7.4  Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.4.1  It is to be noted that:

(a)  part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;

(b)  a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.4.2  The Family Leave Award also provides for the terms and conditions of leave associated with:

(a)  Maternity leave

(b)  Parental leave

(c)  Adoption leave

(d)  Special responsibility leave for the care and support of the employee's immediate family or household.

7.5  Long service leave

Employees shall be entitled to long service leave subject to and in accordance with regulations 309 to 320 inclusive Part 4 of the Electricity Regulation 1994 made under the Electricity Act 1994 inclusive (as varied from time to time).

Calculation of such entitlements to long service leave shall be in hours as has been agreed between the Unions and the employer.

7.6  Public holidays

7.6.1  All work done by any employee on:

-  the 1st January;
-  the 26th January;
-  Good Friday;
-  Easter Saturday (the day after Good Friday);
-  Easter Monday;
-  the 25th April (Anzac Day);
-  The Birthday of the Sovereign;
-  Christmas Day;
-  Boxing Day; or
-  any day appointed under the Holidays Act 1983, to be kept in place of any such holiday
shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.2 Labour Day

All employees covered by this Award shall be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the Holidays Act 1983, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition, a payment for the time actually worked by the employee at one and a-half times the ordinary rate prescribed for such work with a minimum of 4 hours.

7.6.3 Annual show

All work performed in a district for the time being specified by the Minister, by notification published in the Gazette, on the day appointed under the Holidays Act 1983 as a holiday in relation to an annual agricultural, horticultural or industrial show held in that district is to be paid for at a rate of double time and a-half, with a minimum of 4 hours. This is not to be construed to confer on an employee, while continued in employment by the employer, or taken to be continued in such employment pursuant to this Award, an entitlement to be paid at a rate therein prescribed for work performed on a day, such as is referred to in clause 7.6.3, on more than one occasion in each calendar year.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.6.4 Double time and a-half

For the purposes of clause 7.6, where the rate of salary is a weekly rate, "double time and a-half” shall mean one and one-half day's salary in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

7.6.5 Stand down

Any and every employee who, having been dismissed or stood down by the employer during the month of December in any year, shall be re-employed by the employer at any time before the end of the month of January in the next succeeding year shall, if that employee shall have been employed by that employer for a continuous period of 2 weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and shall be paid by the employer (at the ordinary rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the dismissal or standing down to and including the date of re-employment as aforesaid.

7.6.6 Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

(a) A full-time employee is entitled to either payment for each public holidays or a substituted day's leave.

(b) A part-time employee is entitled to either payment for each public holidays or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
(c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.

(d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) is to be paid at the rate of double time.

(e) Nothing in clause 7.6 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

7.7 Jury service

(a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

(b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

(c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

(d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

(e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Accommodation, fares, travelling allowance and transfer conditions

8.1.1 Accommodation -

(a) Employees who are required to remain away from home overnight shall be supplied with suitable board and accommodation. Employees who, with the approval of the employer, assume responsibility for provision of their own board and accommodation whilst away from home in accordance with the employer's directions, shall be paid $264.40 per week of 7 days or $37.80 for each overnight absence.

When employees return home for a week-end or part of a week-end and do not absent themselves from the job for any of the ordinary working hours, no reduction of the allowance in clause 8.1.1 shall be made.

(b) Employees who are supplied with suitable board and accommodation in terms of clause 8.1.1 (a) shall be paid by the employer each week/fortnight, an allowance as determined administratively from time to time, for "out of pocket" expenses. This allowance is not payable if employees assume responsibility for provision of their own board and accommodation pursuant to clause 8.1.1(a).
8.1.2 Fares and travelling -

(a) When employees are required to travel by rail, first class fares shall be provided by the employer:

Provided that sleeping berths, if available, shall also be supplied where employees are required to travel at night.

(b) When the duties of employees necessitate their travelling outside ordinary hours of duty, they shall be paid ordinary rates of pay for the time spent in travelling before the usual starting time and/or after the usual ceasing time:

Provided that the maximum number of hours actually spent in travelling to be paid for shall be twelve per day:

Provided further that actual time travelling on Sundays and holidays shall be paid for at time and a-half the ordinary rate.

(c) Where employees provide their own vehicles and the vehicles are necessary for the proper discharge of their duties and their use is authorised by the employer, such employees shall be paid an allowance as under:

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bicycle</td>
<td>$3.50 per week</td>
</tr>
<tr>
<td>Motor cycle</td>
<td>20.6c per km</td>
</tr>
<tr>
<td>Motor cycle with sidecar</td>
<td>23.2c per km</td>
</tr>
<tr>
<td>Motor vehicles -</td>
<td></td>
</tr>
<tr>
<td>Up to 1.5 litres</td>
<td>27.45c per km</td>
</tr>
<tr>
<td>Over 1.5 litres and up to 2.5 litres</td>
<td>29.2c per km</td>
</tr>
<tr>
<td>Over 2.5 litres</td>
<td>33.5c per km</td>
</tr>
</tbody>
</table>

(d) Employees required to work on any day away from their usual place of work shall commence work at the usual starting time at the place designated by the employer and shall be paid:

(i) for time reasonably spent travelling both ways between their homes and their designated place of work in excess of the time normally spent by them travelling both ways between their homes and their normal place of work. Payment for this travelling time shall be paid at the ordinary rates except on Sundays and public holidays when they shall be paid one and a-half times the ordinary rates; and

(ii) for any fares reasonably incurred by them both ways in excess of the fares normally incurred in travelling both ways between their homes and their normal place of work.

(e) Employees required to travel during ordinary working hours shall be paid for all such time spent travelling and shall have their fares paid.

8.1.3 Transfer conditions -

(a) On engagement relocation expenses reasonably incurred, which would include first class rail fares (or equivalent) and travelling expenses of employees and dependents, together with cost of removal of furniture and effects to a measurement not exceeding 6 tonnes, from their place of engagement to the job shall, subject to the production of satisfactory evidence of the payment of such fares and expenses, be reimbursed to the employees on completion of 12 months' service.

The conditions of reimbursement expenses shall apply consequent upon appointment of employees to new places of employment where:
(i) the radial distance from the present place of residence to such new depot (or recognised place of employment) is not less than 50 kilometres; and/or

(ii) the employees are required by the employer to move their place of residence.

(b) Where circumstances are considered to warrant such action, an employee transferred to a location where no house is available shall be reimbursed reasonable board and lodging expenses until the employee becomes domiciled.

The allowance shall not be payable for a period exceeding one month in all.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Award recognise that, in order to increase the efficiency, productivity and competitiveness of the electricity industry a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(a) developing a more highly skilled and flexible workforce;

(b) providing employees with career opportunities through appropriate training to acquire additional skills; and

(c) removing barriers to the utilisation of skills acquired.

9.1.2 Following proper consultation the parties shall develop a training programme consistent with:

(a) the current and future skill needs of the electricity industry;

(b) the size, structure and nature of the operations of the industry;

(c) the need to develop vocational skills relevant to the electricity industry through both industry courses and courses conducted by accredited educational institutions and providers.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Tools of trade

10.1.1 The employer shall make available the following tools and appliances when required:

Precision tools over 300 mm in length, micrometers, verniers, dial indicators and other similar tools, heating appliances, hacksaw blades, files, pipe grips over 250 mm in length, taps, dies, cold chisels, spanners, scrapers, wrenches, pipe dies, clamps, jacks, tackle, caulking irons, frame chain and keys, mandrels, metal pots, pipe cutters, plumbing irons, drills, vices, lamps, bobbins, followers, hammers over 1 kg and pinch bars.

10.1.2 Insulating tools - Employees working on 200 volts and over, direct current, and on all alternating current live wires, shall, where required, be provided with the necessary insulating tools, rubber mats, or any other necessary protective appliances by their employer.

10.1.3 Tools, etc. - putting in order - All employees shall be allowed such reasonable time as the employer deems necessary during working hours on the last working day of each week to put their tools, benches, and machines in order.
10.2 Work in the rain

10.2.1 Suitable waterproof clothing shall be supplied by the employer, where practicable, to employees who are required to work in the rain.

10.2.2 Notwithstanding the foregoing, where in the performance of such work, an employee whose clothes become wet from rain, shall be paid double rates for all work so performed and such payment shall continue until the employee is able to change into dry clothing or until work ceases, whichever is the earlier.

10.2.3 Where a call-out involves work in the rain and where such call-out entitles an employee only to the minimum payment prescribed by this Award, the penalty for work in the rain shall be paid in addition to such minimum payment.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 are based on legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

(a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.

(b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

(a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:

(i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and

(ii) shows their authorisation upon request.

(b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.

(c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.

(d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

(a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
(b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:

(i) is ineligible to become a member of the Union; or

(ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or

(iii) has made a written request to the employer that they do not want their record inspected.

(c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.

(d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

(a) matters under the Act during working or non-working time; and

(b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 Conduct

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.
11.2 **Time and wages record**

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

(a) the employee's award classification;
(b) the employer's full name;
(c) the name of the award under which the employee is working;
(d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
(e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
(f) the gross and net wages paid to the employee;
(g) details of any deductions made from the wages; and
(h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

(a) the employee's full name and address;
(b) the employee's date of birth;
(c) details of sick leave credited or approved, and sick leave payments to the employee;
(d) the date when the employee became an employee of the employer;
(e) if appropriate, the date when the employee ceased employment with the employer; and
(f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 **Union encouragement**

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of an organisation of employees that has the right to represent the industrial interests of the employees concerned. A list of such organisations of employees is included in clause 1.5 of this Award.

11.3.1 Documentation to be provided by employer
At the point of engagement, the employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.4 Union representatives

11.4.1 Upon receiving written advice from the Branch Secretary of the Union (hereinafter referred to as the Union) that a member has been appointed to act as a Union representative at a workplace, or section of a workplace, the employer shall recognise such person as accredited by the Union for as long as the employee remains so appointed and remains attached to that workplace.

11.4.2 A Union representative shall be allowed such reasonable time during working hours, as may be agreed between the employer and the Union representative concerned, to:

(a) discuss with the Union members at the workplace at which they are Union representatives, matters relative to working conditions and other matters, with a view to avoiding industrial disputation;

(b) discuss with duly accredited full-time officers of the Union matters referred to above;

(c) discuss with the employer, matters raised by members affecting their employment at the workplace.

11.4.3 A union representative may be allowed reasonable access to facilities needed to perform their function, as may be agreed between the employer and the Union representative concerned. Access as agreed may be subject to such reasonable conditions and limitations as the employer may impose.

11.5 Trade union leave

11.5.1 Upon application to the employer by the employee which is endorsed by the relevant Union and on giving at least one month's notice, such employee shall be granted up to 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Australian Trade Union Training Authority Incorporated or relevant Union.

Provided that an employee who has so applied for such leave has at least 3 months' service with a current employer prior to leave being granted.

11.5.2 The granting of such leave shall be subject to the convenience of the employer and will not unduly affect the operations of the employer.

11.5.3 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the employer's operations.

11.5.4 In granting leave no additional payments will be incurred if such course coincides with the employee's day off in the 9 day fortnight working arrangements or any other concessional leave or any other
costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.

11.5.5 The employer may make spot checks from time to time of those employees who have been released on leave to satisfy the employer that such employees actually attend such courses.

11.5.6 Such paid leave will not affect other leave granted to employees under the respective awards in operation in the industry.

11.5.7 For the purposes of clause 11.5 payment is at the ordinary rate only in respect of the days on which the employee (including shift and non-shift workers) would normally have been paid. Ordinary rates for a shift worker shall mean the base Award rate but excluding penalty rates.

All purpose allowances such as employee-in-charge, power station allowance and the like shall be paid where appropriate.
7.7. **Schedule 7 – Fair Work Regulations 2009 – Schedule 2.3 Model Consultation Term**

**Model consultation term**

(1) This term applies if the employer:

   (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or

   (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

**Major change**

(2) For a major change referred to in paragraph (1)(a):

   (a) the employer must notify the relevant employees of the decision to introduce the major change; and

   (b) subclauses (3) to (9) apply.

(3) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(4) If:

   (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

   (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(5) As soon as practicable after making its decision, the employer must:

   (a) discuss with the relevant employees:
       (i) the introduction of the change; and
       (ii) the effect the change is likely to have on the employees; and
       (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

   (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
       (i) all relevant information about the change including the nature of the change proposed; and
       (ii) information about the expected effects of the change on the employees; and
       (iii) any other matters likely to affect the employees.

(6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

(7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
(8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

(9) In this term, a major change is **likely to have a significant effect on employees** if it results in:

(a) the termination of the employment of employees; or
(b) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
(d) the alteration of hours of work; or
(e) the need to retrain employees; or
(f) the need to relocate employees to another workplace; or
(g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

(10) For a change referred to in paragraph (1)(b):

(a) the employer must notify the relevant employees of the proposed change; and
(b) subclauses (11) to (15) apply.

(11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(12) If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
(b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

(13) As soon as practicable after proposing to introduce the change, the employer must:

(a) discuss with the relevant employees the introduction of the change; and
(b) for the purposes of the discussion—provide to the relevant employees:
   (i) all relevant information about the change, including the nature of the change; and
   (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
   (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
(c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

(14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
(15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

(16) In this term:

"relevant employees" means the employees who may be affected by a change referred to in subclause (1).
APPENDIX 1 - SIGNATURES

DATED at this day of

Signed for and on behalf of
STANWELL CORPORATION LIMITED
in the presence of

Signature
Print name of witness

Signature
Print name of witness

Signed for and on behalf of
COMMUNICATIONS, ELECTRICAL, ELECTRONIC,
ENERGY, INFORMATION, POSTAL, PLUMBING AND
ALLIED SERVICES UNION OF AUSTRALIA, ELECTRICAL
DIVISION, QUEENSLAND AND NORTHERN TERRITORY
BRANCH - 41 Quandamooka Road, South Brisbane

in the presence of

Signature
Print name of witness

Signed for and on behalf of
THE ASSOCIATION OF PROFESSIONAL ENGINEERS,
SCIENTISTS AND MANAGERS, AUSTRALIA,
QUEENSLAND BRANCH UNION OF EMPLOYEES

in the presence of

Signature
Print name of witness

Signature
Print name of witness

R Van Breda
CHIEF EXECUTIVE OFFICER

P-Simpson
ASS SECRETARY

A Kerslake
DIRECTOR, QLD BRANCH
Signed for and on behalf of
AUTOMOTIVE, FOOD, METALS, ENGINEERING,
PRINTING AND KINDRED INDUSTRIES UNION, KNOWN
AS THE AUSTRALIAN MANUFACTURING WORKERS' UNION

In the presence of
Signature ...........................................
Print name of witness  Elizabeth Barlow

Signed for and on behalf of
CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION — MINING AND ENERGY DIVISION

In the presence of
Signature ...........................................
Print name of witness  Charmaine Vailepa

Signed for and on behalf of
AUSTRALIAN INSTITUTE OF MARINE AND POWER ENGINEERS', UNION OF EMPLOYEES, QUEENSLAND DISTRICT

In the presence of
Signature ...........................................
Print name of witness  STUART HEY

Signature ...........................................
Print name of witness  R Webb
SECRETARY

Signature ...........................................
Print name of witness  M Hughes
DISTRICT VICE PRESIDENT
BALSY
Senio Vice President

Signature ...........................................
Print name of witness  P Toohey
SECRETARY
Signed for and on behalf of
THE AUSTRALIAN MUNICIPAL, ADMINISTRATIVE,
CLERICAL AND SERVICES UNION

in the presence of
Signature ........................................
Print name of witness ..........................

Signature ........................................
N Henderson
BRANCH SECRETARY

Signed for and on behalf of
QUEENSLAND NURSES' UNION OF EMPLOYEES

in the presence of
Signature ........................................
Print name of witness ..........................

Signature ........................................
B Mohle
SECRETARY