

ENTERPRISE AGREEMENT

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Enterprise Agreements

Pacific Power
Treasury Officers
Enterprise Agreement
1994



PACIFIC POWER

Pacific Power is the registered trading name of The Electricity Commission of New South Wales

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1. PARTIES TO THE AGREEMENT

- | | | |
|---------------------------|-----|--|
| <i>Title of Agreement</i> | 1.1 | This Agreement will be known as the Pacific Power Treasury Officers Enterprise Agreement, 1994. |
| <i>Parties</i> | 1.2 | This Enterprise Agreement has been made between The Electricity Commission of New South Wales trading as Pacific Power and the Works Committee formed to represent Treasury Officers employed in the Treasury Group. |
| | 1.3 | This Agreement was not entered into under duress by any party. |

2. INTENT, SCOPE AND DURATION

<i>Intent</i>	2.1	<p>The Agreement is based on the understanding that Pacific Power (the registered trading name of the Electricity Commission of New South Wales) and the Treasury Officers employed in the Treasury Group have an obligation to serve the people of New South Wales by providing a high standard of service at the lowest possible cost. As part of its obligations Pacific Power is committed to the continued development of its skilled workforce to provide an effective service.</p> <p>The clauses listed below have been transferred from the Electricity Commission of New South Wales Employees Award to this Enterprise Agreement in plain English. It is not intended to change the meaning or intent of these clauses from that contained in the award.</p> <ul style="list-style-type: none">Clause 7 - Calculation of ServiceClause 8 - Classification Advisory CommitteeClause 10 - Overtime - Day WorkClause 11 - Meal Allowances on OvertimeClause 12 - Meal BreaksClause 13 - Higher Grade Work and PayClause 17 - Public Holidays and Picnic DayClause 19 - Working Away from Headquarters
<i>Scope</i>	2.2	<p>This Agreement, read in conjunction with 2.1, replaces the provisions of the Electricity Commission of New South Wales Employees' Award, excluding Clauses 27 (b) and 30 of that Award, and registered Agreements.</p>
<i>Who does it apply to?</i>	2.3	<p>It applies to all employees of the Treasury Group except those in the Senior Executive Service. The employees of the Group are employed in the occupation of Treasury Officers, within the enterprise of Pacific Power. They perform the function of management of Pacific Power's cash flows, debt and investments and have sole responsibility for this function within Pacific Power.</p>
<i>Duration</i>	2.4	<p>It takes effect on _____ and remains in force from that date for a period of two years.</p>

3. SALARIES

- 3.1 Acceptance of the Pacific Power Treasury Officers Enterprise Agreement will entitle all Treasury Officers to a 5.35% increase in base rates of pay.

This payment is payable from the first pay period commencing on or after date of registration.

- 3.2 This payment will be paid in consideration of:

- (a) acceptance of those changes incorporated in the Pacific Power Treasury Officers Enterprise Agreement
- (b) provision of 1.35% for incorporation of annual leave special payment into weekly base salaries.

- 3.3 Annual leave special payment:

- (a) which has accrued prior to the registration of this Agreement will be paid to employees upon registration of the Agreement
- (b) is not paid for annual leave which accrues on or after registration of the Agreement.

- 3.4 Provision is also made for a maximum of 3% per annum performance payment to be included in each employee's base rate of pay, in consideration of their contribution to the ongoing performance improvements of Pacific Power

The performance indices and base data needed for their calculation are included in 3.5 of this Agreement.

A minimum of 9.35% increase in base rates of pay over the two-year period is guaranteed by acceptance of the Agreement.

MEASURES AND PAYMENT FOR PERFORMANCE IMPROVEMENT

- Basic Indicators* 3.5 Productivity based performance improvements will be measured by movements in a combination of 3 basic indicators. These are:

- (a) Operating cost per MWh - is the operating component of the cost of electricity sold. This cost shall exclude financing, depreciation charges and electricity purchasing.

Performance calculation is based upon payment of 0.5% increase in salaries for each 1% improvement in operating cost per MWh.

- (b) Attendance at work - a change in attendance at work is measured by a movement in the average number of total days lost per employee per year. Total days lost is defined as the sum of sick leave and industrial lost time.

Performance calculation is based upon payment of a 0.25% increase in salaries for each one day improvement in attendance at work. This is on the basis that Pacific Power and its employees share equally in any improvement.

- (c) Safety Standards - is the average number of consecutive days free of lost time accidents.

Performance calculation is based upon payment of a 0.25% increase in salaries for each one day improvement in the average number of consecutive days free of lost time accidents.

These indicators are based on the objective of continuing to reduce the real cost of electricity to our customers and to provide incentives to employees in regards to their health and safety.

*Base for
Measurement*

- 3.6 At the time of registering the Agreement the base for the measurement of ensuing changes in the performance indicators will be the average value of performance indicators measured at the 20th November each year.

*Method of
Calculation*

- 3.7 Payment for improvement in performance as measured by the performance indicators will be calculated as follows:

- (a) On the 20th November each year, the value of the performance indicators will be calculated over the previous 12 months. Improvement in performance will then be determined by subtracting the base value at the commencement of the 12 month period for each of the calculated values for each performance indicator. For the Operating Cost per MWh the performance will be adjusted by taking account of movements in the Consumer Price Index for the previous 12 months.
- (b) The difference in average values will then be combined to obtain an overall percentage increase in base pay rates which will be paid on the anniversary of 12 months after the date of signing. The same method of calculation and payment will apply for each of the two, 12 month periods of the agreement.

(c) Combination of the performance indicators to determine the incentive payment for performance improvement will be the summation of the three indicators as follows:

A = 0.5 x percentage change in operating cost per MWh/100

B = 0.25 x the change in the average number of total lost days per employee per year/100

C = 0.25 x the change in the average number of consecutive days free of lost time accidents/100

PERFORMANCE PAYMENT =

(A + B + C) x base rate of pay.

Payment Details 3.8 Performance incentive payments will be calculated from the date of signing and will be within the following ranges:

Year 1 - 2 to 3%

Year 2 - 2 to 3%

Performance indicators will be updated monthly and circulated to all work locations.

Productivity Payments 3.9 On registration of the Agreement, employees will be encouraged to negotiate performance measures based on the objective of continuing to reduce the real cost of electricity to our customers.

There shall be provision for payment of the following two lump sums to each employee.

(a) A lump sum payment of \$500 provided performance measures are established within three months of the registration of the Agreement.

(b) A further payment of \$500 based on performance and efficiency improvements.

Salaries

3.10 The ordinary weekly salaries are as follows:

Salary Point	For 35 Hour Week Employees	For 40 Hour Week Employees
	\$	\$
1	219.50	250.90
2	254.40	290.80
3	289.20	330.50
4	324.10	370.30
5	341.40	390.20
6	358.80	410.10
7	375.30	428.90
8	392.40	448.50
9	410.40	469.10
10	429.30	490.60
11	449.40	513.60
12	470.60	537.80
13	492.80	563.20
14	516.00	589.70
15	540.30	617.60
16	565.80	646.60
17	585.40	669.10
18	605.70	692.20
19	626.70	716.30
20	648.40	741.00
21	670.90	766.70
22	694.20	793.30
23	718.20	820.80
24	743.10	849.30
25	768.80	878.70
26	795.50	909.20
27	823.10	940.70
28	851.70	973.30
29	881.10	1007.00
30	911.70	1041.90
31	943.20	1077.90
32	976.00	1115.30
33	1009.80	1154.00
34	1044.80	1194.00
35	1081.00	1235.40
36	1118.50	1278.30
37	1157.30	1322.60
38	1197.30	1368.40
39	1238.90	1415.90
40	1281.80	1464.90

3.11 The salaries of Treasury Officers will not be less than the rate which would have otherwise been applicable from time to time for these employees under the Electricity Commission of New South Wales Employee's Award, if this Agreement had not been made.

- Increments and Progression* 3.12 Employees appointed to positions before 8th February, 1991, retain their annual incremental rights for previous classifications subject to satisfactory conduct and discharge of duties.
- Payments are made at the salary points appropriate to each position.
- Employees appointed to positions which attract a range of salary points have progression rights based on competency.
- Working up to skill level* 3.13 Employees must:
- (a) work up to their skill level, competence and training within the categories listed below; and
 - (b) work in accordance with the classification descriptions, salary points and the Administrative Officers' Skills Development Programme negotiated under Award Restructuring.
- No extra claims* 3.14 Apart from increases available through State Wage Case decisions (to be applied as set out below) the parties undertake that for the period of this Agreement they will not pursue any extra claims for any matters that are contained in this Agreement.
- State Wage Case decisions determined during the period of the Agreement, will be dealt with as follows:
- (a) Cost of living adjustment - any component of a State Wage increase which is identified in the decision as a cost of living adjustment will be passed on to employees in full on the basis of any conditions that are imposed by the decision. This component of the increase will be in addition to the increases arising as a result of this Agreement.
 - (b) Productivity increase - any component of a State Wage increase which is in return for state wide productivity improvements or is based on enterprise level productivity increases will be adjusted to avoid double counting.

4. FORMS OF EMPLOYMENT

Forms of employment 4.1 Employment may be full-time, part-time, casual or temporary. It is determined by local management taking into account the needs of the business unit.

If part-time, casual or temporary employment is to be introduced, no full-time employee will be displaced. Pacific Power does not intend to create a workforce of part-time, casual or temporary employees.

FULL-TIME

Who is a full-time employee? 4.2 A full-time employee is any permanent employee who normally observes full-time ordinary weekly working hours on either a day or shift pattern.

PART-TIME

Who is a part-time employee? 4.3 A part-time employee is a permanent employee who works a constant number of hours which are less than the full-time ordinary weekly working hours.

Hours of work 4.4 The minimum number of hours to be worked by a part-time employee is 14 hours. The minimum number of hours to be worked per day of attendance is 3 hours and 30 minutes.

Rates of pay 4.5 Part-time employees are paid the hourly rate for their classification.

Overtime 4.6 Overtime must be paid in accordance with 10 - Overtime - Day Work, but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

Entitlements 4.7 Part-time employees receive the same entitlements that are contained in the Agreement for full-time employees. These entitlements are in proportion to the number of ordinary hours worked to full-time ordinary working hours.

Returning to full-time employment 4.8 Full-time employees may work part-time subject to agreement with local management. These employees can return to full-time work at the end of the period of part-time work.

CASUAL

<i>Who is a casual employee?</i>	4.9	A casual employee is any employee who works on an hourly basis, as required, and is paid as such.
<i>Hours of work</i>	4.10	The hours of duty for casual employees are determined by local management within the spread of ordinary working hours.
<i>Rates of pay</i>	4.11	Casual employees are paid: (a) the hourly rate for the appropriate salary point for their classification; and (b) a loading of 20%.
<i>Overtime</i>	4.12	Overtime must be paid in accordance with 10 - Overtime-Day Work, but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.
<i>Termination</i>	4.13	The services of a casual employee can be terminated by: (a) an hour's notice given by either management or the employee; or (b) payment by management of an hour's salary instead of notice; or (c) forfeiture by the employee of an hour's salary instead of notice.
<i>What is the minimum payment for each start?</i>	4.14	A casual employee is entitled to: (a) a minimum of 3 hours pay in respect of each start; and (b) reimbursement of <u>all</u> fares incurred in travelling to and from work only when the minimum is paid.

TEMPORARY

<i>Who is a temporary employee?</i>	4.15	A temporary employee is any employee who works set and regular hours for a period of limited duration on a full-time or part-time basis. The maximum duration for each period of employment is 6 months.
<i>Hours of work</i>	4.16	The commencing and finishing times for each day are determined by local management.
<i>Rates of pay</i>	4.17	Temporary employees are paid the hourly rate for their classification.
<i>Overtime</i>	4.18	Overtime must be paid in accordance with 10 - Overtime-Day Work, but only when nominated hours are exceeded or work is performed outside the spread of ordinary hours.

- Termination* 4.19 The services of a temporary employee will be terminated:
- (a) at the end of the period of employment; or
 - (b) by local management or employee giving at least one week's notice.
- Entitlements* 4.20 Temporary employees receive the same entitlements leave that are contained in the Agreement for full-time employees. These entitlements are in proportion to the number of ordinary hours worked to full-time ordinary working hours.

5. ALLOWANCES

5.1 The following allowances are applicable to Treasury Officers:

Power Station allowance

- (a) When working at operating power stations a Power Station Allowance of \$25.10 per week
- (i) When they work at an operating power station for more than half of their ordinary working hours or shifts for which they have been rostered, in any pay week, they must be paid the full weekly allowance.
 - (ii) When they work at an operating power station for half or less than their ordinary working hours or shifts for which they have been rostered, in any pay week, they are to be paid the allowance on a daily or shift basis.
 - (iii) When they work at an operating power station for one hour or more on any day or shift, they are to be paid one fifth of the weekly allowance.

The allowance must also be taken into account when calculating penalty rates for overtime except for time worked on a public holiday, during what would have been the employees ordinary hours if the day were not a public holiday. The allowance is not taken into account when calculating payments for travelling time.

Other Locations allowance

- (b) When working at field establishments other than an operating Power Station and Head Office establishments, an Other Locations Allowance of \$19.10 per week.

The allowance is also paid when temporarily working away from Head Office establishments at other than Pacific Power establishments where the disabilities, conditions or circumstances are of like nature to those for which the Other Locations Allowances are paid.

- (i) The conditions for payment of these allowances are the same that apply to the Power Station Allowance set out in (a) above.
- (ii) Treasury Officers who are entitled to part payment of both Power Station Allowance and Other Locations Allowance, in any one week, must not be paid more than the full weekly Power Station Allowance.

6. HOURS OF WORK

- Working Hours* 6.1 The ordinary hours of work for Treasury Officers are:
- (a) those performing the function of Risk Management
- 40 hours per week
 - (b) those engaged in work other than Risk Management
- 35 hours per week

40 HOUR WEEK EMPLOYEES

- 6.2 Employees who work 40 hours per week, must have their:
- (a) ordinary hours balanced over a 52 week period; and
 - (b) normal working days comprising Monday to Friday of each week, excluding public holidays; and
 - (c) daily commencing and finishing times of each day sufficiently flexible to enable completion of trading and associated duties.

35 HOUR WEEK EMPLOYEES

- Hours of work 6.3 The ordinary hours of work will not exceed 35 hours per week or 70 hours per fortnight where a nine-day fortnight is observed.
- 6.4 The span of ordinary working hours is 7:00am to 5:30pm, Monday to Friday.
- How are working hours determined? 6.5 The commencing and finishing times for each day are determined by management taking into account the needs of the business unit.
- Flexible or Staggered Working Hours 6.6 Treasury Officers may work a flexible or staggered working hours system, if approved by Pacific Power.
- Accrual of days off 6.8 Employees engaged on flexitime or staggered working hours may elect to accrue up to a maximum of 5 flexidays, rostered days off or special days off for the purposes of taking time off for any reason including time off to attend to family related matters. The time off will be on a date agreed to by employees and local management.

7. CALCULATION OF SERVICE

What counts as service

- 7.1 In calculating service, Pacific Power must include:
- (a) periods of annual and long service leave
 - (b) periods of approved leave with pay
 - (c) periods of sick leave with or without pay
 - (d) periods of approved leave without pay not exceeding 20 consecutive working days
 - (e) periods of approved leave without pay exceeding 20 consecutive working days which Pacific Power has specifically authorised to be counted as service
 - (f) periods of leave for which employees receive workers' compensation payments
 - (g) periods of service as an employee on probation
 - (h) any previous period of service with Pacific Power in accordance with (a) to (g) for an employee who had resigned or been discharged and later re-employed
 - (i) any previous period of service with Pacific Power in accordance with (a) to (g) of an employee who had been dismissed and later re-employed if that employee's current period of service under (a) to (g) is more than five years.
- 7.2 If payment for long service leave has been received by an employee, any service recognised in accordance with (h) and (i) is counted for qualifying purposes for future calculation only.

8. CLASSIFICATION ADVISORY COMMITTEE

- Purpose* 8.1 The purpose of the Committee is to recommend appropriate salary point(s) for a position(s).
- Constitution* 8.2 The Committee consists of:
- (a) a Chairperson appointed by Pacific Power
 - (b) two Pacific Power representatives
 - (c) two representatives of employees appointed from time to time by the relevant Union(s) having regard to the classification under review.
- Powers* 8.3 The Committee can:
- (a) consider applications for alterations of salary points on the ground of altered circumstances by:
 - (i) employee representatives on behalf of employee(s)
 - (ii) any employee(s)
 - (iii) Pacific Power
 - (b) consider any errors or anomalies in the salary points of:
 - (i) an employee(s)
 - (ii) any position.
 - (c) recommend appropriate salary points for new positions.
- Procedures* 8.4 The Committee proceeds by exchange of views and discussion, not by vote. It is the responsibility of the Chairperson to prepare a report, including a recommendation, to the General Manager of Pacific Power, setting out the view of the Committee. If there are differing views, the report must include them.
- Confidentiality* 8.5 All proceedings of the Committee are confidential.
- 8.6 This clause will not prejudice or affect any right any person may have under the Industrial Relations Act, 1991.

9. TERMS OF EMPLOYMENT

- Payment of salaries*
- 9.1 If requested by a majority of employees, balancing of ordinary pay for time worked must be arranged as far as possible so that the salary payable to employees each week is adjusted to reduce fluctuations in weekly pay.
- 9.2 The ordinary weekly pay of an employee who works flexible working hours or staggered working hours must not vary from week to week as a consequence of accumulating debits or credits of ordinary hours in a given week.
- 9.3 Payments for salary, leave and retiring allowance must be made only to the employee entitled to them or to a person authorised by the employee to receive the payments.
- 9.4 Pacific Power may deduct from an employee's pay contributions or payments for approved purposes or for the payment to Pacific Power of money due by the employee under hire purchase, tenancy or other agreements only if the employee gives Pacific Power written authority.
- Overtime and shift work*
- 9.5 For the purpose of meeting the needs of the industry, Pacific Power may require an employee to work:
- (a) reasonable overtime, including Saturdays, Sundays and public holidays
 - (b) day work or shift work, or to transfer from one system of working to another, including transfer from one system of shift work to another.
- Unless a reasonable excuse exists, an employee will work or transfer in accordance with these requirements.
- Termination of service*
- 9.6 Employees' service may be terminated by:
- (a) resignation, i.e. voluntarily leaving the service of Pacific Power

- (b) retirement on account of ill-health, for other than a work-related illness or injury, which makes employees unable now and in the future to perform their allocated duties. Pacific Power's Consultant Physician and/or other medical practitioner, as agreed to by Pacific Power and the Secretary of the Union concerned, must issue a certificate to this effect
- (c) dismissal in accordance with the Electricity Commission Act, 1950, as amended
- (d) mechanisation or technological changes in the industry.

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

- (i) three months notice; or
- (ii) pay at the ordinary rate for the balance if it gives less than three months' notice.

This period of three months counts as service for the calculation of annual leave and long service leave entitlements of the employee.

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

Period of notice

9.8 Employees must give Pacific Power at least one months' notice of their intention to resign, unless their terms of employment provides for a different period.

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

Motor Vehicle Licence Fees

9.10 Employees whose duties require that they be a licenced motor vehicle or cycle driver, must have their licence fees paid by Pacific Power.

10. OVERTIME - DAY WORK

- What is overtime?* 10.1 Overtime is all time worked on:
- (a) Mondays to Fridays before ordinary commencing times
 - (b) Mondays to Fridays after ordinary finishing time
 - (c) Saturdays
 - (d) Sundays
 - (e) Public Holidays.

10.2 For the purpose of meeting the needs of the industry, Pacific Power can require employees to work reasonable overtime. The period of overtime to be worked, on each occasion overtime is to be worked, will be determined by local management, taking into consideration the nature of the work and the circumstances of those employees requested to perform the overtime.

How is it calculated?

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

What are the rates of pay?

10.4 Employees must be paid the following rates for overtime:

	<i>DAY</i>	<i>PERIOD</i>	<i>RATE</i>
(a)	Monday to Friday	first two hours	1.5
		after two hours	2.0
(b)	Saturday (not a public holiday)	before midday	
		- first two hours	1.5
		- after two hours	2.0
		after midday	
		- all hours worked	2.0
(c)	Sunday (not a public holiday)		2.0
(d)	Public holiday	in ordinary working hours	2.0 + Ordinary pay
		outside ordinary working hours.	2.0

- Minimum payment for non merging overtime* 10.5 Employees must be paid a minimum of 4 hours at the appropriate overtime rate if the period of overtime the employee is required to work is not connected to the ordinary working time.
- 10.6 Employees may be required to work the full 4 hours overtime if the job they were recalled for is completed in a shorter time.
- 10.7 Non-merging overtime of less than four hours duration is not treated as overtime for the purposes of a 10 hours break.

- Cancellation* 10.8 If Pacific Power cancels a period of pre-arranged overtime for any reason at short notice, it must pay the employee if notified:
- (a) at home within one hour of the time the employee was to leave home - one hour at single time
 - (b) between the employee's home and the place of work - 3 hours at single time
 - (c) at the place of work - 3 hours at the appropriate overtime rate.

However an employee who has reported at the place of work may be required to carry out alternative work for a minimum of 3 hours. Employees who refuse to do this work are not entitled to any overtime payment but they will be paid excess travel and fares, where applicable.

- Travel associated with merging overtime* 10.9 Employees, who work overtime which merges with normal or rostered working hours, must have their travel to and/or from their homes, arranged by Pacific Power, if reasonable means of public transport are not available. Additional time and/or costs incurred will be paid in accordance with 18 - Excess Travel and Fares.

- Travel associated with non-merging overtime* 10.10 Employees, who work overtime which does not merge with normal or rostered working hours, must be paid for all reasonable time travelled, except when they receive a minimum payment in accordance with 10.5.

Employees shall receive the amount by which the sum of the actual time worked, at the appropriate rate, plus the entitlement to travelling time, in accordance with 18 - Excess Travel and Fares, exceeds the minimum payment.

Pacific Power must reimburse employees for any fares incurred.

- Telephone allowance* 10.11 Employees who do not have a subsidised telephone and who are called out by telephone to work overtime must be paid an allowance of \$6.10 for each occasion they work overtime. The employees must travel to and from their work location by their own means.
- Time off after overtime - 10 hour break* 10.12 Whenever reasonably practicable, Pacific Power must arrange overtime so that employees have at least 10 hours off duty between completing their ordinary work on one day and beginning it on the next.
- 10.13 If employees resume or continue work without a 10 hour break, Pacific Power must pay them double time until released from duty. They may then be absent until they have had a 10 hour break.
- 10.14 Employees must be paid at ordinary rates for any working time which occurs during this 10 hour break.
- 10.15 The conditions in 10.11 and 10.12 do not apply to overtime for which a minimum payment is applicable.
- 10.16 If employees:
- (a) have had a 10 hour break; and
 - (b) are recalled to work overtime; and
 - (c) commence that overtime starting at least 10 hours after their ordinary finishing time on day 1 and before 5.00am on day 2; and
 - (d) would normally be required to work on day 2,
- then the employees may defer their ordinary commencing time on day 2 for a period equal to the time worked between the commencement of the overtime and 5.00 am.
- 10.17 If employees are required to continue to work during part of the period they would normally stand down, Pacific Power must pay these employees for the period of stand down not taken at overtime rates.
- Standing-by for overtime* 10.18 Employees required to hold themselves in readiness to work overtime after their ordinary finishing time must be paid for that time at ordinary rates for the period between the ordinary finishing time and the commencement of the overtime.
- Employees above salary point 35* 10.19 Employees above salary point 35 must not be paid overtime without the General Manager's approval.

11. MEAL ALLOWANCES ON OVERTIME

<i>When are meal allowances paid?</i>	11.1	Employees must be paid allowances for meals as follows:																								
	(a)	<table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><i>Time</i></th> <th style="text-align: left;"><i>Amount of Continuous Overtime</i></th> <th style="text-align: right;"><i>Allowance</i></th> </tr> </thead> <tbody> <tr> <td>Monday to Friday</td> <td>1 hour 30 minutes</td> <td style="text-align: right;">\$7.40</td> </tr> <tr> <td></td> <td>5 hours</td> <td style="text-align: right;">\$14.80</td> </tr> <tr> <td></td> <td>9 hours</td> <td style="text-align: right;">\$22.20</td> </tr> <tr> <td>Non Working Days</td> <td>4 or more hours (during hours usually worked Monday to Friday)</td> <td style="text-align: right;">\$7.40</td> </tr> <tr> <td></td> <td>1 hour 30 minutes before or after ordinary hours</td> <td style="text-align: right;">\$7.40</td> </tr> <tr> <td></td> <td>5 hours before or after ordinary hours</td> <td style="text-align: right;">\$14.80</td> </tr> <tr> <td></td> <td>9 hours before or after ordinary hours</td> <td style="text-align: right;">\$22.20</td> </tr> </tbody> </table>	<i>Time</i>	<i>Amount of Continuous Overtime</i>	<i>Allowance</i>	Monday to Friday	1 hour 30 minutes	\$7.40		5 hours	\$14.80		9 hours	\$22.20	Non Working Days	4 or more hours (during hours usually worked Monday to Friday)	\$7.40		1 hour 30 minutes before or after ordinary hours	\$7.40		5 hours before or after ordinary hours	\$14.80		9 hours before or after ordinary hours	\$22.20
<i>Time</i>	<i>Amount of Continuous Overtime</i>	<i>Allowance</i>																								
Monday to Friday	1 hour 30 minutes	\$7.40																								
	5 hours	\$14.80																								
	9 hours	\$22.20																								
Non Working Days	4 or more hours (during hours usually worked Monday to Friday)	\$7.40																								
	1 hour 30 minutes before or after ordinary hours	\$7.40																								
	5 hours before or after ordinary hours	\$14.80																								
	9 hours before or after ordinary hours	\$22.20																								
	(b)	an employee is not entitled to more than three meal allowances for any one period of continuous overtime																								
	(c)	employees must be paid a meal allowance of \$7.40 if they have prepared a meal in readiness for working overtime which was cancelled at short notice.																								
<i>Employees above salary point 35</i>	11.2	Employees who are above salary point 35 are also entitled to meal allowances under the same conditions as apply to day workers.																								

12. MEAL BREAKS

- 12.1 Employees are entitled to normal meal breaks on ordinary working days unless there is an emergency.
- 12.2 Employees may take meal breaks as they fall due or at some other time by arrangement with the supervisor. However, employees must not go without a meal break for more than 5 hours unless there is an emergency.
- Disrupted meal breaks* 12.3 Employees who are unable to take all or part of their normal meal break must be paid:
- (a) overtime for the untaken part of the meal break; and
 - (b) overtime rates until such time the meal break is taken.
- Overtime - Monday to Friday* 12.4 Employees who are required to work overtime for a continuous period either before their ordinary commencing time or after their ordinary finishing time are allowed:
- (a) after 1 hour 30 minutes - a meal break of 20 minutes
 - (b) after 4 hours - a second meal break of 20 minutes, but only if the employees continue the overtime for at least another hour
 - (c) after 8 hours - a third meal break of 20 minutes, but only if the employees continue the overtime for at least another hour.
- 12.5 The meal break must be paid at the appropriate overtime rate.
- 12.6 Employees may take the first meal break:
- (a) during ordinary working hours without loss of pay if the entitlement coincides with the ordinary commencing time; or
 - (b) at the commencement of the overtime or later by arrangement with the supervisor, if the period of continuous overtime begins after the ordinary finishing time.
- Overtime - Saturday, Sunday or public holiday* 12.7 Employees who are required to work for a period of continuous overtime on a Saturday, Sunday or public holiday are entitled to:
- (a) a meal break of 20 minutes with pay only if they are working during what would be their ordinary working hours and the overtime is for more than 4 continuous hours; and/or
 - (b) meal breaks with pay as set out in 12.4.

- Overtime - meal breaks count* 12.8 Meal breaks with pay allowed in connection with overtime are considered to be overtime. They do not break continuity and must be included in computing the amount of overtime worked by employees.
- Overtime - extension of meal break* 12.9 Employees may extend meal breaks during overtime up to one hour if the supervisor agrees. The time in excess of 20 minutes is not paid.

13. HIGHER GRADE WORK AND PAY

- Obligation to work in a higher grade* 13.1 Employees must carry out work at a higher grade as directed and must be paid in accordance with the provisions of this clause.
- Employees will not be compelled to work in a higher grade, should they object to such work, if it is not reasonable or practicable for them to do so.
- Payment for higher grade work* 13.2 Employees must be paid higher grade pay if they are directed to carry out higher graded work for one hour or more in any one day.
- These employees must receive the salary specified of an employee performing the particular class of work.
- Employees who work at a higher grade for more than a half-day must be paid at the higher rate for all ordinary time worked during the day.
- Aggregation* 13.3 Any time spent in another position equal to or higher than the grade of the position in which employees are acting must be counted as having been spent in the position under consideration in calculating whether the employees are entitled to higher grade pay for the purposes of this Clause.
- Payment for Leave, Sick Leave etc.* 13.4 Employees must be paid higher grade pay during annual leave, paid sick leave, or periods of absence on accident pay if they have been paid the higher grade pay:
- (a) for a continuous period of three calendar months immediately before the leave; or
 - (b) for broken periods which total more than six months, during the 12 calendar months immediately before the leave is taken.
- 13.5 No payments will be made under this clause to employees on long service leave or for payments for long service leave or retiring allowance.
- 13.6 Absences on special leave, sick leave, or accident pay, or the carrying out of lower graded work, that total not more than 5 working days during the three months continuous period in 13.4(a) are not considered to break the continuity of the higher grade work.
- 13.7 If employees qualify for higher grade pay for periods in accordance with 13.4, those periods must be taken as having been spent on higher grade duties in calculating the rate applicable for continued higher grade duty or for absences on annual leave, sick leave or accident pay.

- Public Holidays* 13.8 Employees must be paid the higher grade rate for any public holiday which occurs during a period of work for which the employees are receiving higher grade pay.
- 13.9 Employees must be paid higher grade pay for a public holiday if they receive that pay for any part of the days preceding and following the public holiday.
- Overtime* 13.10 Employees who are being paid a higher grade rate must be paid for overtime at that rate if:
- (a) they have to work outside their ordinary hours in their appointed grade, or in their acting position, or in a grade between their appointed grade and their acting grade; and
 - (b) they have been carrying out the higher grade duties continuously for a period of one or more working days immediately before the overtime.
- 13.11 Employees are paid for overtime in their appointed grade at their appointed rate of pay if the overtime:
- (a) is performed between payment of the higher grade pay ceasing and payment at the appointed grade beginning; and
 - (b) is not continuous with work for which higher grade pay is paid.
- Lower graded work* 13.12 Employees must:
- (a) carry out lower graded work that is temporarily required as directed; and
 - (b) be paid not less than their current salary point.
- Training in higher grade* 13.13 Employees undertaking training for the purpose of gaining experience in a higher graded position must not be paid at the higher grade rate where:
- (a) the appointed occupant of the position remains on duty and retains the responsibilities of the position; and
 - (b) the periods of training do not exceed a continuous period of three months.

14. ANNUAL LEAVE

- Amount of leave* 14.1 Employees are entitled to the following amounts of annual leave after each 12 months' service:
- (a) *Working a 35 hour week* - 140 hours
 - (b) *Working a 40 hour week* - 160 hours
- This leave will accrue on the basis that one week means the employees ordinary week, the number of hours of each ordinary week being forty.
- 140 hours is the equivalent of four weeks annual leave and is not intended to reduce the entitlement to leave under the Annual Holidays Act, 1944.
- Public holidays falling within a period of leave* 14.2 Annual leave does not include public holidays.
- Rate of pay* 14.3 Employees are entitled to full pay while on annual leave.
- When can leave be taken?* 14.4 By mutual agreement, an employee may take annual leave:
- (a) on or after its due date or as rostered; or
 - (b) before its due date if approved:
 - (i) where a rotating annual leave roster operates; or
 - (ii) where there are special circumstances.
- The number of separate periods employees may take annual leave in a calendar year will be determined by mutual agreement with their controlling officer.
- 14.5 If an employee or Pacific Power terminates his or her services for any reason, any amount paid for annual leave which the employee has taken before its due date is an overpayment. Pacific Power may subtract the amount of overpayment from any money payable to the employee on his or her termination without affecting its rights to recover the overpayment through court proceedings.

- Notice of leave* 14.6 Employees must give notice that they intend to take annual leave as soon as practicable and at least one month before the leave begins. However, if Pacific Power agrees that extenuating circumstances exist, annual leave may be approved at shorter notice.
- Leave on terminating service* 14.7 If the service of an employee is terminated for any reason Pacific Power must pay the employee or the employee's personal legal representative:
- (a) accrued annual leave for completed years of service; and
 - (b) 8.3% of the weekly rate of pay at the employee's appointed grade on termination for each completed or part week of service, for the current leave accrual year.
- Annual Leave Special Payment* 14.8 Annual leave special payment:
- (a) which has accrued prior to the registration of this Agreement will be paid to employees upon registration of the Agreement
 - (b) is not paid for annual leave which accrues on or after registration of the Agreement.

15. LONG SERVICE LEAVE

What service counts?

- 15.1 In calculating how much long service leave an employee is entitled to, Pacific Power must include:
- (a) actual service with Pacific Power
 - (b) periods of annual and long service leave
 - (c) periods of approved leave with pay
 - (d) periods of sick leave with or without pay
 - (e) periods of approved leave without pay exceeding 20 consecutive working days which Pacific Power has specifically authorised to be counted as service
 - (f) periods of approved leave without pay not exceeding 20 consecutive working days.
 - (g) periods of absence from work due to incapacity resulting from injury as defined in Section 6 of the Workers' Compensation Act, 1926, Section 49 of the Workers' Compensation Act, 1987 for which the employee receives a payment under that Act
 - (h) periods of service as an employee on probation
 - (i) periods of service with another employer where an agreement has been reached between Pacific Power and that employer
 - (j) periods specified for certain employees under the Transferred Officers Extended Leave Act, 1961, as amended
 - (k) in the case of an employee whose service with Pacific Power was terminated by resignation or by discharge and who was re-employed, the previous period of service. By definition discharge means discharge as a consequence of retrenchment, re-organisation or shortage of work, or any reason except dismissal or retirement on account of ill-health
 - (l) in the case of an employee whose service with Pacific Power was terminated by dismissal and who was re-employed and whose current period of service exceeds five years, the previous period of service.

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

*At what rate does
leave accrue?*

15.2 Long service leave accrues as follows:

Length of Service	Amount of Leave
10 years	13 weeks
15 years	19.5 weeks
20 years	30.3333 weeks
each year after 20 years	2.1666 weeks.

For the term of this Agreement, long service leave will accrue on the basis that one week means the employee's ordinary week, i.e., 40 hours per week for 40 hour employees and 35 hours per week for 35 hour employees.

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

Transferred employees with periods of service listed in 15.1 (i) must get an amount of long service leave at least equal to that to which they would have been entitled if they had not transferred. Any part of their entitlement which they have received from their previous employer is deducted from the total amount due from Pacific Power.

15.3 The entitlement for length of service in between any of the periods listed in 15.2 is worked out on a proportional basis.

*How is leave
paid?*

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

*When can leave
be taken?*

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

15.6 An employee may take long service leave:

- (a) on full pay:
 - (i) in periods of four weeks or more; or

- (ii) with the agreement of Pacific Power in periods of not less than two weeks; or
 - (b) on half pay only at a time suitable to Pacific Power and at its discretion. If half pay is chosen then the employee is entitled to a period of absence twice the amount of entitlement.
- 15.7 Employees must give Pacific Power at least one month's notice before the date they intend to take long service leave.
- Public holidays falling during leave* 15.8 Long service leave does not include public holidays.
- On leaving between 5 and 10 years* 15.9 If an employee has completed at least 5 years' service as an adult (as defined in the Long Service Leave (Amendment) Act, 1963), then the employee is entitled to a proportional amount of long service leave equal to 1.3 weeks for each year of total service (whether as an adult or not) if:
 - (a) Pacific Power terminates the service of the employee for any reason; or
 - (b) the employee ceases work because of illness, incapacity, or domestic or other pressing necessity; or
 - (c) the employee dies.

Pacific Power must pay the employee (or the legal representative in the case of death) a cash amount equivalent to the leave.
- After 10 years* 15.10 If an employee has completed on the termination of employment at least 10 years' service which entitles the employee to long service leave, then Pacific Power must pay the employee (or the legal representative in the case of death) a cash amount equivalent to any untaken leave.

16. SICK LEAVE AND ACCIDENT PAY

When may employees be granted sick leave?

- 16.1 Employees may be granted sick leave, either with or without pay, when they are absent from work because:
- (a) they are personally ill or injured; or
 - (b) they visit a medical practitioner for advice and/or treatment for actual or suspected personal illness or injury and they comply with the regulations in 16.17 to 16.25.

When will sick leave not be granted

- 16.2 Employees will not be granted sick leave when:
- (a) they have workers compensation approved; or
 - (b) the personal illness or injury was caused or substantially brought about by:
 - (i) the employees' wilful act, misconduct or negligence; or
 - (ii) participation in a game involving risk of injury unless Pacific Power accepts that the participation is beneficial for the health and efficiency of the employee; or
 - (iii) participation in other employment.

Amount of sick leave

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

	Leave on full pay - Working days	Leave on half pay - Working days
Upon completion of three months' service	12	12
Upon completion of twelve months' service	12	12
Upon completion of each additional 12 months' service	12	12

These periods are cumulative.

- (b) For 40 hour per week employees the amount of sick leave and accident pay credits will be based on working days, the number of hours of each day being eight.

- Calculation of entitlements* 16.4 When calculating the amount of sick leave with pay for which employees are eligible, sick leave which has been granted at full and half pay respectively will be deducted from the entitlements in 16.3.
- Calculation of an employees' entitlement* 16.5 For each employee, the number of days for which paid sick leave has already been granted is calculated by the formula:
Total hours paid sick leave taken X 5, divided by the employee's ordinary weekly working hours.
- Maximum period of leave* 16.6 The maximum period of continuous paid sick leave is ordinarily 52 weeks.
- 16.7 However, Pacific Power may approve additional sick leave with pay if:
(a) the employee still has sick leave with pay outstanding after 52 weeks; or
(b) if all sick leave with pay has been exhausted but Pacific Power considers exceptional circumstances exist, such as the employees' length of service.
- Leave to count as service* 16.8 Any period of sick leave, with or without pay, or leave on accident pay that Pacific Power approves, counts as service.
- Retirement - Ill-Health* 16.9 Pacific Power may retire employees on account of ill-health, for other than a work-related illness or injury, which makes employees unable now and in the future to perform their allocated duties. Pacific Power's Consultant Physician and/or other medical practitioner, as agreed to by Pacific Power and the Secretary of the Union concerned, must issue a certificate to this effect.
- Retirement and sick leave* 16.10 If Pacific Power decides to retire an employee because of ill-health either:
(a) the retirement must begin only after the employee has exhausted all sick leave credits; or
(b) the employee must be paid any accrued sick leave outstanding.
- Employees will not be granted any additional sick leave after Pacific Power decides that they are to be retired ill-health. Where ever practicable, 14 days' notice of the intention to retire will be given to the employees concerned.

- 16.11 Only employees who are retired because of ill-health are entitled to be paid for accrued sick leave.
- Sickness during long service leave and annual leave* 16.12 If employees are personally ill or injured during annual or long service leave for a period of five consecutive days which were working days and produce appropriate medical evidence that they were unable to derive benefit from the leave, they will have the period of illness or injury approved as sick leave.
- Public holidays during sick leave* 16.13 A public holiday will not be counted as sick leave for employees if:
- (a) it occurs during a period of absence on approved sick leave; and
 - (b) they would not have been required to work on that day.
- Infectious diseases* 16.14 Employees may elect to have a period of absence from work because of contact with a person suffering from an infectious disease or restrictions imposed by law concerning the disease, either:
- (a) treated as sick leave; or
 - (b) deducted from their annual leave.

ACCIDENT PAY

- 16.15 Accident pay is an amount that would bring the workers' compensation up to the employee's substantive salary for the weekly period in which it is paid.
- 16.16 Employees may be granted accident pay for a maximum period of 52 weeks if they:
- (a) have workers' compensation approved; and
 - (b) comply with 16.17 to 16.24.

However, where special circumstances exist, Pacific Power may discontinue accident pay at any time after receipt of such payment for a period of twenty six weeks.

REGULATIONS

- How to apply* 16.17 Employees must claim sick leave or accident pay on the appropriate forms.
- Medical examination* 16.18 If required by Pacific Power, employees must be examined by Pacific Power's Consultant Physician as soon as they are physically able.

*Absences of
more than 3
days*

- 16.19 Employees must submit a certificate from Pacific Power's Consultant Physician or another medical practitioner to cover all periods of absence for which the employees claim:
- (a) sick leave (with or without pay) exceeding three working days which are consecutive days; or
 - (b) accident pay.
- 16.20 The medical certificate must contain:
- the name of the employee
 - the period the employee is likely to be unfit for work
 - the date of which the employee will be able to report to Pacific Power's Consultant Physician
 - the date the employee first consulted a medical practitioner or Pacific Power's Consultant Physician
 - the medical practitioner's qualifications, name, address and signature or the signature of Pacific Power's Consultant Physician and
 - the date of issue of the certificate.
- 16.21 If the certificate does not include the nature or cause of the illness or injury, Pacific Power may refer the employee to a nominated medical practitioner for examination.
- 16.22 Employees, who have applied to a medical practitioner for a medical certificate and are unable to obtain such certificate, must submit a statutory declaration containing:
- the name and address of the medical practitioner
 - the date of the consultation and
 - the reasons for not obtaining a certificate.
- 16.23 If Pacific Power's Consultant Physician certifies an employee as unfit for work, the employee must obtain a medical certificate from another medical practitioner when required by Pacific Power's Consultant Physician.
- 16.24 Sick leave or accident pay is paid to those employees only from the date on which they first consulted a medical practitioner and obtained a medical certificate. They may also be paid for a period before the consultation if the period does not exceed:
- (a) three working days which are consecutive; and

- (b) two non-working days; and
- (c) any public holiday; and
- (d) any special day off related to the working of a nine day fortnight.

Absences of three days or less

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

Conversion of half pay

16.26 If employees have any credits of sick leave on half pay, they may elect to draw on those credits for a period of sick leave supported by a medical certificate to enable them to be paid at full pay.

16.27 If Pacific Power disputes a medical certificate, a referee may be appointed who is a medical practitioner agreed on by the employee and Pacific Power. Any medical certificate issued by that referee must be accepted by the employee and Pacific Power as conclusive.

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

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

16.28 Employees who are admitted to hospital must obtain medical certificates stating:

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

Employees must obtain a medical certificate for each 4 weeks they are in hospital.

17. PUBLIC HOLIDAYS AND PICNIC DAY

- Public holidays* 17.1 The following days are observed as public holidays:
- (a) New Year's Day
 - (b) Australia Day
 - (c) Good Friday
 - (d) Easter Saturday
 - (e) Easter Monday
 - (f) Anzac Day
 - (g) Queen's Birthday
 - (h) Labour Day
 - (i) Christmas Day
 - (j) Boxing Day
 - (k) Picnic Day
 - (l) other proclaimed holidays observed throughout New South Wales.
- 17.2 Employees are entitled to public holidays without loss of ordinary pay if the employee is not absent without approval on the working day before and after the public holiday.
- Are public holidays paid during a period of absence?* 17.3 An employee who is entitled to payment for a public holiday is paid at single time when the public holiday occurs during a period of:
- (a) approved leave without pay not exceeding 20 consecutive days
 - (b) approved sick leave without pay.
- Picnic Day* 17.4 Picnic Day will be observed on the last Monday in November, unless changed by mutual agreement between local management and employees.
- 17.5 The conditions for pay set out in 17.2 to 17.3 apply to Picnic Day.

18. EXCESS TRAVEL AND FARES

- Normal travel* 18.1 All employees:
- (a) are required to travel to and from home and headquarters once at their own expense on each ordinary working day, and
 - (b) must be paid for actual time travelled in association with overtime, in accordance with 10. Overtime - Day Work.

- Excess Travel* 18.2 Employees on salary point 35 or below, who travel to:
- (a) a temporary headquarters
 - (b) a point distant from headquarters
 - (c) a training course
- are entitled to be paid for actual time travelled outside their normal or rostered working hours, less an agreed amount calculated for each site.

- 18.3 Employees on salary point 35 or below, who travel to:
- (a) a training course when rostered off duty
 - (b) work in connection with non merging overtime
- are entitled to be paid for the actual time travelled outside their normal or rostered working hours.

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

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

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

<i>Rates</i>	18.4	Excess travelling time must be paid at the following rates:																		
		<table border="0" style="margin-left: auto; margin-right: auto;"> <tr> <td style="text-align: center;"><i>TYPE</i></td> <td style="text-align: center;"><i>RATE</i></td> <td style="text-align: center;"><i>RATE</i></td> </tr> <tr> <td></td> <td style="text-align: center;"><i>Sundays and Public Holidays</i></td> <td style="text-align: center;"><i>Other Times</i></td> </tr> <tr> <td>(a) Temp headquarters</td> <td style="text-align: center;">1.5</td> <td style="text-align: center;">Single</td> </tr> <tr> <td>(b) Point distant from headquarters</td> <td style="text-align: center;">2.0</td> <td style="text-align: center;">First 2 Hours 1.5 After 2 Hours 2.0</td> </tr> <tr> <td>(c) Training courses</td> <td style="text-align: center;">1.5</td> <td style="text-align: center;">Single</td> </tr> <tr> <td>(d) Overtime (10.10)</td> <td style="text-align: center;">1.5</td> <td style="text-align: center;">Single</td> </tr> </table>	<i>TYPE</i>	<i>RATE</i>	<i>RATE</i>		<i>Sundays and Public Holidays</i>	<i>Other Times</i>	(a) Temp headquarters	1.5	Single	(b) Point distant from headquarters	2.0	First 2 Hours 1.5 After 2 Hours 2.0	(c) Training courses	1.5	Single	(d) Overtime (10.10)	1.5	Single
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<i>Method of Calculation</i>	18.5	An agreed amount of time based on the average of normal travelling times at the permanent headquarters will be subtracted from the time taken to travel from the individual's home to a temporary headquarters or from the individual's home or place of temporary accommodation to the point distant from headquarters. The remaining amount of time is payable to an employee in accordance with 18.4.																		
	18.6	The average normal travelling time for Head Office is 1 hour 24 minutes. (The above time is for travel to and from work).																		
<i>Higher Grade</i>	18.7	Excess travelling time in connection with work for which an employee is receiving higher grade pay must be paid at that higher grade rate.																		
<i>Waiting Time</i>	18.8	An employee may claim actual waiting time for transport, but only up to 1½ hours for any one journey. This time is paid at the same rate as for excess travelling time.																		
<i>Mode of transport</i>	18.9	Employees must use a mode of transport which is reasonably available and is considered to be the most economic and practicable. Prior approval must be obtained before employees use their own motor vehicle.																		
<i>Fares</i>	18.10	Employees may claim fares which are in excess to those incurred in 18.1(a). Employees may claim fares for any work related travel incurred during normal working hours.																		
<i>Maximum period</i>	18.11	In each period of 24 hours from the commencement of a journey, the maximum period for which excess travelling time may be claimed is 12 hours.																		
<i>Private Transport</i>	18.12	Employees who use private transport are entitled to be paid for such use at a rate per kilometre which is determined by Pacific Power.																		

19. WORKING AWAY FROM HEADQUARTERS

- Overnight absence from home* 19.1 When Pacific Power requires employees to transfer to a temporary headquarters, it must provide them with reasonable board and lodging wherever practicable at its own expense if the period of temporary transfer means that they must be absent from their homes overnight.
- Under these circumstances, Pacific Power must also pay each employee an allowance of \$8.00 for each night's absence.
- 19.2 Alternatively, employees may arrange their own accommodation. Pacific Power must pay them an allowance for the accommodation at a rate determined by Pacific Power.
- Travel by train* 19.3 If employees have to travel by train to or from distant jobs, Pacific Power must provide them with:
- (a) a first class rail ticket for travel in the daytime; and
 - (b) a sleeping berth if the travel has to be overnight.
- Returning home after extended periods away* 19.4 Pacific Power must allow employees who are away from headquarters for an extended period of time to return home:
- (a) daily or at each weekend if the location of the temporary headquarters makes it practicable; or
 - (b) every third weekend if daily or weekend return is impractical. Travel between temporary headquarters and home other than the first and last journeys must be in the employee's own time; or
 - (c) more frequently if Pacific Power considers it economical.
- 19.5 Employees returning home from their temporary headquarters on approved weekend travel must be provided with:
- (a) first class return rail travel or an equivalent; and
 - (b) a meal allowance of \$7.40 for each forward and return journey,
- only if they have worked the full ordinary hours at the temporary headquarters on the day of travel.

20. GRIEVANCE AND DISPUTES PROCEDURES

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

20.2 Employees' work related grievances are to be dealt with as follows:

- (a) Employees or Union delegates who have a grievance on any issue shall firstly raise the matter with their immediate supervisor(s).
- (b) The supervisor(s) shall provide the necessary response as soon as possible but no later than 24 hours following the grievance being raised.
- (c) If an answer cannot be given within 24 hours a progress report will be given at that time.
- (d) When the grievance has not been resolved to the satisfaction of any party, the issue will be referred to an Industrial Officer, or where there is no Industrial Officer available to another senior representative of management.
- (e) The Industrial Officer, or management representative, and union representative will at the earliest possible time following referral, convene a grievance meeting which will attempt to resolve the matter.

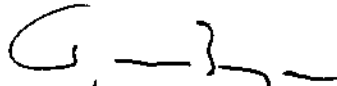
The meeting should include:

- Supervisor Representative
 - Management Representative
 - Delegate involved in grievance
 - Union Official(s) or their representative
- (f) The grievance will be discussed at the meeting with a view to achieving agreement or resolution.
 - (g) Until the matter is determined by the committee as detailed above, except where a genuine safety issue is involved work will continue as normal, without interruption and without prejudice to final settlement.

- (h) If the matter is not settled then either:
- (i) it shall then be referred to the Labor Council of New South Wales for their attention so as to provide conferences of all parties with a view to reaching a solution; or
 - (ii) if agreement cannot be reached on the matter through the foregoing procedure, it may then be submitted to the Industrial Relations Commission of New South Wales.


21. SIGNATURES

25.1 Signed on behalf of Pacific Power


R M BUNYON
GENERAL MANAGER


3/3/94
Date:

Witness


J. ECKFORD (Name)
MANAGER EMPLOYEE (Position)
RELATIONS

Date: 3/3/94

25.2 Signed by members of the Agreement Employees' Work Committee


CAROL BRUCE
ADMINISTRATIVE OFFICER

Date: 1/3/94


RUSSELL PETCH
ADMINISTRATIVE OFFICER

Date: 1/3/94

S. Maljanovska

SNEZ MALJANOVSKA
ADMINISTRATIVE OFFICER

1/3/94

Date:

G. Benz

GERHARD BENZ
ADMINISTRATIVE OFFICER

1/3/94

Date:

Witness

J. Haddad

JENNY HADDAD (Name)

ADMINISTRATIVE OFFICER (Position)

Date: 1/3/94