

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/95

**TITLE:** EnergyAustralia Professionals, Managers & Specialists Enterprise Agreement 2002

I.R.C. NO: IRC3/1858

DATE APPROVED/COMMENCEMENT: 16 April 2003/19 December 2002

TERM: 19 December 2004

NEW AGREEMENT OR  
VARIATION: Replaces EA98/64

GAZETTAL REFERENCE: 6 June 2003

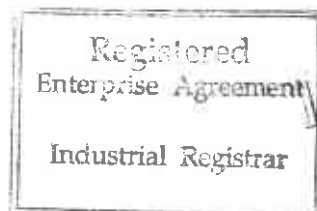
DATE TERMINATED:

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to employees of EnergyAustralia who fall within the coverage of the EnergyAustralia Award 2001.

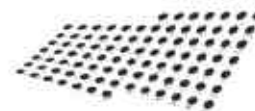
**PARTIES:** Energy Australia -&- the Electricity Supply Professional Officers Association, Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)



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**EnergyAustralia**

**PROFESSIONALS, MANAGERS &  
SPECIALISTS  
ENTERPRISE AGREEMENT 2002**

Registered  
Enterprise Agreement  
Industrial Registrar

## TABLE OF CONTENTS

Clause	Page No
1. TITLE .....	1
2. PARTIES.....	1
3. AREA, INCIDENCE AND DURATION .....	1
4. DISPUTES AND GRIEVANCE RESOLUTION.....	1
5. SALARY .....	2
6. SALARY ADJUSTMENT .....	2
7. FRINGE BENEFITS.....	2
8. PERFORMANCE AGREEMENTS – PERFORMANCE / BONUS REVIEW .....	3
9. PROFESSIONAL, MANAGER & SPECIALIST .....	4
10. INDIVIDUAL VARIATIONS.....	5
11. HOURS OF WORK.....	5
12. OVERTIME .....	5
13. PART-TIME EMPLOYMENT.....	5
14. FIXED TERM EMPLOYMENT .....	6
15. SECONDMENT .....	6
16. ANNUAL LEAVE .....	6
17. SICK LEAVE.....	7
18. LONG SERVICE LEAVE .....	7
19. ACCIDENT LEAVE AND PAY .....	8
20. SPECIAL LEAVE.....	9
21. PERSONAL / CARER'S LEAVE .....	9
22. PARENTAL LEAVE.....	11
23. CAREER BREAK .....	11
24. PUBLIC HOLIDAYS .....	11
25. TERMS OF EMPLOYMENT .....	11
26. DUTIES AS DIRECTED.....	12
27. MULTI-SKILLING OF POSITIONS.....	12
28. CALCULATION OF SERVICE.....	12
29. ACTING IN POSITIONS .....	13
30. SUPPLEMENTARY SUPERANNUATION.....	14
31. ANTI-DISCRIMINATION.....	15
32. MISCELLANEOUS CONDITIONS OF EMPLOYMENT.....	15
EXECUTION CLAUSE .....	16
APPENDIX 1 – RECOGNITION OF PRIOR SERVICE.....	17

Registered  
Enterprise Agreement  
Industrial Registrar

## **1. TITLE**

This agreement is to be known as the EnergyAustralia Professionals, Managers & Specialists Enterprise Agreement 2002.

## **2. PARTIES**

The parties to this agreement are:

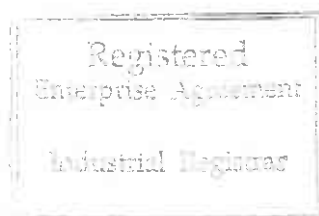
- ENERGYAUSTRALIA; and
- ASSOCIATION OF PROFESSIONAL ENGINEERS, MANAGERS AND SCIENTISTS, AUSTRALIA (NSW BRANCH); ELECTRICITY SUPPLY PROFESSIONAL OFFICERS' ASSOCIATION; AND THE FEDERATED MUNICIPAL AND SHIRE COUNCIL EMPLOYEES' UNION OF AUSTRALIA, NSW DIVISION, on behalf of the Employees concerned.

## **3. AREA, INCIDENCE AND DURATION**

- 3.1 The Agreement totally regulates the terms and conditions of employment and rates of pay for the Employees who are covered by this Agreement to the exclusion of EnergyAustralia's Award whilst this Agreement is in force. This Agreement shall operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.
- 3.2 The Agreement shall be made for a nominal period of two years commencing from 19 December 2002.
- 3.3 This Agreement shall operate to regulate the terms and conditions of employment wherever Employees covered by the Agreement are employed by EnergyAustralia from time to time.
- 3.4 Employees in positions covered by the Agreement who are redeployed to a lower graded position, shall have their salaries and benefits adjusted in line with prevailing EnergyAustralia policy on salary maintenance.
- 3.5 No Employee shall be appointed or promoted to a position under this agreement without first going through a competitive selection process. All positions will be the subject of selection by merit only and at the sole decision of the Employer. This includes promotion or appointment which follows re-evaluation of a position. This clause, at all times, is subject to the conditions and provisions of EnergyAustralia's Merit Appointment Policy.

## **4. DISPUTES AND GRIEVANCE RESOLUTION**

- 4.1 This clause refers to the Disputes and Grievance Resolution clause that appears in the EnergyAustralia Award 2003. Any changes to the aforementioned EnergyAustralia Award 2003 clause shall take effect in this Agreement.



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## 5. SALARY

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5.1 Existing Employees covered by this Agreement shall be appointed to the pay-points set out below.

Level 1	\$ 93,846
Level 2	\$ 99,188
Level 3	\$ 107,383

5.2 The salaries in (5.1) above are payable for all purposes and are inclusive of all allowances and hours of work other than:

5.2.1 Travel or living expenses when working for EnergyAustralia. This clause operates with respect to EnergyAustralia policy and procedure.

5.2.2 Reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia.

## 6. SALARY ADJUSTMENT

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6.1 Salary increases received under this Agreement will be exactly the same as those received under the EnergyAustralia Award 2003. The increases will also occur on the same date.

6.2 Those employees under this Agreement who receive a salary that is less than the nominated pay point for their respective level will have their salary increased to that level. New appointments to the Agreement will be employed at one of the pay points above according to the level of the position they are filling. The Manager's decision is final as to what pay point an employee is appointed to.

6.3 PAYMENT OF REMUNERATION

Salaries and Employee nominated fringe benefits will be paid fortnightly to those financial institutions nominated by the Employee (except in the case of hardship).

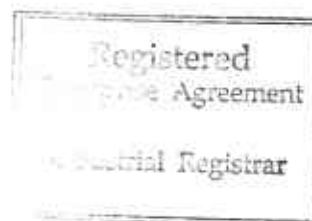
## 7. FRINGE BENEFITS

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7.1 Employees under this Agreement shall have access to fringe benefits on the basis of salary packaging arrangements. Any changes to fringe benefits tax (FBT) rates or method of calculation will be passed on to Employees immediately.

7.2 Salary Packaging is limited to the following items:

- Motor Vehicle/ s
- Superannuation
- Child Care
- Health Benefits
- Mortgage
- Laptop Computer
- Income Protection
- Other benefits as may become available from time to time



- 7.2.1 Employees are responsible for meeting 100% of any FBT cost incurred through salary packaging.
- 7.2.2 Motor vehicle arrangements are subject to the conditions and provisions of EnergyAustralia's Motor Vehicle Policy.
- 7.3 All salary packaging arrangements must be prospective (ie. forward looking) and all arrangements must be provided in writing. Similarly, salary packaging arrangements may be revoked upon provision of written notice.

## **8. PERFORMANCE AGREEMENTS – PERFORMANCE / BONUS REVIEW**

- 8.1 The Employees in positions covered by this Agreement will be entitled to receive an agreed minimum remuneration in recognition of services for EnergyAustralia at an agreed standard. Further, those Employees shall be entitled to receive additional remuneration for performance determined by reference to key result targets.
- 8.2 Each year, Employees under this Agreement will be required to enter into a Performance Agreement with their Manager. This Performance Agreement will establish the key result areas / targets that the Employees will be measured against as part of their annual performance review.
- 8.3 Each position covered by this Agreement will be the subject of a specific, individual job description to which the key areas / targets will relate.
- 8.4 The formal performance review will be held in July / August of each year and will be linked to the performance management system of EnergyAustralia.
- 8.5 The Employee's performance for the year will be assessed against the achievement of these agreed key result areas / targets. Each Performance Agreement will specify the level of achievement / performance and dependent on the Employee's performance may result in the payment of additional performance based remuneration to the Employee.
- The performance-based remuneration will be determined by weighting based on company, divisional and individual performance criteria. Those performance targets will be agreed between the Employee and the Manager at the time of setting the Employee's performance key result areas/targets.
- 8.6 Each Performance Agreement will provide access to the performance-based remuneration where the Employee exceeds nominated performance targets.
- 8.7 The maximum remuneration for any year will be determined according to the Employee's performance based remuneration. The amount paid will depend on the Employee's performance against established targets and key result areas as agreed between the Employee and their Manager.
- 8.8 The maximum performance based bonus achievable is set at 10% of base salary.
- 8.9 Completed agreements must be submitted for registration with the Senior Manager and Enterprise Agreement Administrator at the beginning of each bonus assessment year; being 1 July - 30 June.
- 8.10 Employees may elect to have their bonus payments deferred up to a maximum of 12 months.



## 9. PROFESSIONAL, MANAGER & SPECIALIST

- 9.1 A "Professional, Manager & Specialist" Employee is an Employee designated by the Divisional General Manager as such.
- 9.2 An Employee designated as a Professional, Manager & Specialist may enter into an individual employment contract with EnergyAustralia.
- 9.3 This Agreement will only apply to a Professional, Manager & Specialist contract Employee for the following:
- Annual Leave
  - Sick Leave
  - Long Service Leave
  - Parental Leave
  - Personal / Carer's Leave
  - Compassionate / Bereavement Leave
  - Career Break
  - Miscellaneous Employment Conditions
- 9.3.1 EnergyAustralia will disclose the other terms of Professional, Manager & Specialist employment contracts to the Agreement parties on a commercial in confidence basis. The parties may discuss the content and operation of the arrangements from time to time.
- 9.4 The employment contract for Professional, Manager & Specialist Employees will include provisions in relation to:
- Remuneration and Remuneration Review Mechanism
  - Motor Vehicle/ s
  - Bonuses
  - Superannuation
  - Remuneration packaging
- 9.5 Remuneration and the remaining conditions for Professional, Manager & Specialist Contract Employees will be contained within the individual contracts and have no connection with this Agreement or any other Award covering EnergyAustralia.
- 9.6 Existing Employees of EnergyAustralia will have the option to remain on the Professionals, Managers & Specialists Enterprise Agreement, or accept promotion to the relevant Enterprise Agreement with coverage of the position. The Enterprise Agreement remuneration level for Professional, Manager & Specialist positions will be identified in position advertisements for all internally advertised positions and will be advised on inquiry to internal applicants who are applying for externally advertised positions.



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## **10. INDIVIDUAL VARIATIONS**

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- 10.1 Whilst based upon a collectively bargained Agreement, the Parties to this Agreement recognise that each of the positions covered by it are and will increasingly become, individually specialised and that Employees have or may have a desire to tailor their individual employment conditions within the context of this Agreement and the collective bargaining between the Parties.
- 10.2 As part of this Agreement an individual will have the option to vary his or her remuneration and conditions of employment by agreement with the Employer once during the term of this Agreement, provided that the Employee is not disadvantaged when his or her remuneration and conditions are viewed as a whole against the unvaried remuneration and conditions. This shall specifically include but not be limited to variation of hours of work and entitlements above statutory minimums.
- 10.3 All such variations agreed between the Employer and the Employee will be notified to the industrial organisation of which the Employee is a member on a commercial in confidence basis.
- 10.4 All variations will expire upon the expiration of this Agreement.
- 10.5 Any disputes, claims or grievances regarding variations will be subject to Clause 4 Disputes and Grievance Resolution of this Agreement.
- 10.6 The Parties agree that by 30 June 2003 a guide will be developed to assist in the application of this clause.

## **11. HOURS OF WORK**

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Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will involve 40 hours per week and will involve working 8 hours per day over a five-day week.

## **12. OVERTIME**

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- 12.1 Overtime will not be paid. The salaries covered by this Agreement include payment for all additional hours worked.
- 12.2 The Employee and the Manager may agree to time off work without deduction from salary in special circumstances.

## **13. PART-TIME EMPLOYMENT**

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- 13.1 A part-time Employee is one who is employed as such and who works less than 40 hours per week.
- 13.2 A part-time Employee shall receive a rate of remuneration pro-rata commensurate with equivalent full time hours.
- 13.3 A part-time Employee shall be entitled to all service entitlements on a pro-rata basis commensurate with equivalent full-time hours. Training will also be provided at an appropriate level.





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- 13.4 Part-time Employees will be entitled to apply for and be appointed to any Enterprise Agreement position, provided that they undergo EnergyAustralia's selection process and the position's duties / role can accommodate part-time employment.

#### **14. FIXED TERM EMPLOYMENT**

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- 14.1 A fixed term Employee is one who is engaged for a fixed period of time. "Fixed Term Employment" is defined as a period of employment for the duration of a specific project, or where it is expected that there will not be a continuing need for the position. At the expiry of the term, the Employee shall no longer be employed. There is no expectation that fixed term employment will be extended beyond the specified duration or project.
- 14.2 Fixed term Employees shall be paid and be entitled to all the conditions under this Agreement that are appropriate.
- 14.3 The parties will consult and reach agreement before appointments are made under this clause. EnergyAustralia reserves the right to review the need for the position at the end of the stated term of the period of fixed employment.
- 14.4 Employees covered by the classifications under the EnergyAustralia Award may be employed under this provision on a fixed term basis. On completion of the period of fixed term employment, the Employee will revert back to Award conditions of employment.

#### **15. SECONDMENT**

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Where an existing Employee's conditions of employment are covered by this Agreement, the Employee may be employed under an individual contract of employment for a specific period of time. On termination of this period of time / contract the Employee will revert back to the employment conditions prescribed by this Agreement.

#### **16. ANNUAL LEAVE**

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- 16.1 Employees shall be entitled to 4 weeks of annual leave at the completion of each year of service.
- 16.2 Approval of requests for periods of annual leave by individual Employees will be determined subject to the need for adequate Employees being available to meet the needs of the organisation.
- 16.3 Annual leave may be taken in any combination of separate periods subject to sub-clause (16.2).
- 16.4 Annual leave will be paid at the Employee's nominated salary (ie. after salary sacrifice).
- 16.5 Employees may be allowed to take a period of annual leave in advance of its accrual subject to approval. Where their employment subsequently terminates before the leave has accrued on a pro rata basis, EnergyAustralia may deduct any pre payment from their termination pay.
- 16.6 Any public holidays (excluding Picnic Day) which occurs during annual leave shall not be deducted from the Employee's annual leave entitlements.

- 16.7 When an Employee ceases employment for any reason, they shall be paid for any annual leave, which has not yet been taken for each completed year of service. The Employee shall also be paid a pro rata amount for any leave, which has not been taken for any partly completed year of service. Payment for all outstanding annual leave shall be at the Enterprise Agreement rate of pay that applied at the time employment ceased.
- 16.8 Employees shall not commence annual leave whilst on sick or accident leave.

## **17. SICK LEAVE**

17.1 This clause refers to the "Sick Leave" clause that appears in the EnergyAustralia Award 2003 with the exception of the clause below regarding the "Cashing In" of sick leave. Any changes to the aforementioned EnergyAustralia Award clauses shall take effect in this Agreement.

17.2 The maximum number of days of sick leave that may be cashed-in is to be calculated as follows:

**Step 1:** Calculate the number of days of accumulated sick leave, as at the date of termination of employment.

**Step 2:** Calculate the number of days of accumulated sick leave, as at 15 February 1993, that the Employee could have cashed-in if his or her employment had been terminated immediately before 15 February 1993.

The maximum number of days of accumulated sick leave that may be cashed-in is the lesser of the numbers calculated under Step 1 and Step 2.

The corresponding pay points to be used in this calculation are:

Level 1 Pay Point 53

Level 2 Pay Point 56

Level 3 Pay Point 58



## **18. LONG SERVICE LEAVE**

18.1 Long service leave shall accrue according to the following scale:

After 10 years' service	13 weeks
After 15 years' service	Additional 8 ½ weeks
After 20 years' service	Additional 13 ½ weeks
After each additional 5 years' service	Additional 13 weeks

18.2 All long service leave or payment in lieu is paid at the Employee's enterprise agreement rate of pay.

18.3 An Employee who has completed 5 years' service and less than 10 years' service with EnergyAustralia and whose employment terminates for any reason other than misconduct, shall be entitled to payment of 1.3 weeks pay for each year of service and pro rata for partly completed years to the nearest whole month.

18.4 An Employee who has completed 10 or more years' service with EnergyAustralia and whose employment terminates for any reason other than misconduct, shall be entitled to the following pro rata long service leave, minus any periods of long service leave already taken and any periods which have been paid out under subclause (18.9):

Ten years' service	13 weeks
Between 10 and 15 years' service	1.7 weeks per year
Between 15 and 20 years' service	2.7 weeks per year
After 20 years' service	2.6 weeks per year

Pro rata amounts will be paid for partly completed years to the nearest whole month.

18.5 Employees who have continuity of service with an organisation, which merged with EnergyAustralia, will have that service and any periods of long service leave taken into consideration in calculating their entitlement. Refer to Clause 28 for details on how the period of service is calculated.

18.6 Employees shall not commence long service leave whilst on sick or accident leave.

18.7 Employees are required to give at least 4 weeks notice of their intention to take long service leave. Shorter notice may be agreed subject to work requirements. Leave will be approved subject to essential work requirements.

18.8 Employees shall be able to choose whether or not to accrue leave under this Clause or the Long Service Leave Act 1955. If the Employee elects the option to cash out the difference in their Long Service Leave entitlement then, the difference shall be paid at the time the Employee chooses this option. This choice cannot be made until an Employee has accrued a pro rata entitlement to Long Service Leave after 5 years' service.

18.9 Long service leave may be taken at half pay. All long service leave will be taken in amounts no less than one day subject to the absence being approved.

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

19.1 "Accident Pay" means an amount of pay equal to the difference between the amount of workers' compensation received and the base salary.

19.2 Where an Employee has been injured in the course of employment with EnergyAustralia, they shall be paid Accident Pay and Workers Compensation for a combined total period up to 52 weeks, provided that employment continues with EnergyAustralia during that period.

19.3 Additional periods of accident pay may be granted by EnergyAustralia where it deems circumstances warrant it.

19.4 A certificate from a medical practitioner is required for all claims for workers' compensation payments. If there is any dispute about a doctor's diagnosis, opinions will be obtained from two specialists plus the Employee's own doctor. The majority view shall settle the dispute.

19.5 A medical certificate should include the following information:

- Name of Employee.
- Name of Doctor and signature.
- Reason for absence.
- Period during which the Employee is unfit for work.
- Date of issue.



- 19.6 If an Employee receives a settlement or compensation in relation to an injury or illness which has resulted in a claim on EnergyAustralia for paid sick leave or paid accident leave, then the Employee shall repay EnergyAustralia the sum of such actual pay received to a maximum not exceeding the settlement or compensation received. In such cases the amount of sick leave which was reimbursed will be recredited to the Employee.
- 19.7 Higher duties shall not be paid whilst an Employee is absent on accident leave.

## **20. SPECIAL LEAVE**

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20.1 Special Leave may be granted for the following purposes:

- Bereavement
- Blood Donations
- Attending to Union Matters; including trade union training
- Attending Employee Assistance Program
- Personal



- 20.2 Special leave may be granted with or without pay at the discretion of EnergyAustralia.
- 20.3 Special leave may or may not count for service at the discretion of EnergyAustralia.
- 20.4 An Employee who is required to attend for Jury Service will be granted leave which will count as service. An Employee will be paid the difference between their base salary and the amount paid for jury service.
- 20.5 Special Leave with pay will be granted to Employees for their first appointment with the Employee Assistance Program. Subsequent appointments are subject to sub-clauses (20.2) and (20.3) above.

## **21. PERSONAL / CARER'S LEAVE**

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21.1 Use of Sick Leave

21.1.1 An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in subparagraph 21.3.2, who needs the Employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for in clause 17 "Sick Leave", for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of one day. This entitlement is effective from the date of approval of this Agreement.

21.1.2 The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned, and that the illness is such as to require care by another person. In normal circumstances an Employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

21.1.3 The entitlement to use sick leave in accordance with this clause is subject to:

21.1.3.1 The Employee being responsible for the care and support of the person concerned: and,

21.1.3.2 The person concerned being:

- 21.1.3.2.1 A spouse of the Employee; or
- 21.1.3.2.2 A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- 21.1.3.2.3 A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or
- 21.1.3.2.4 A same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
- 21.1.3.2.5 A relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
  1. "relative" means a person related by blood, marriage or affinity;
  2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  3. "household" means a family group living in the same domestic dwelling.

21.1.4 An Employee shall, wherever practicable, give the Employer reasonable notice prior of the intention to take leave, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

21.2 Unpaid Leave for family purposes

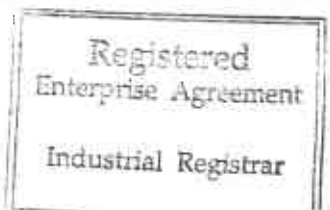
21.2.1 An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause 21.1.3.2 above who is ill.

21.3 Annual Leave

21.3.1 An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties, for the purpose of providing care and support to a class of person set out in sub-clause 21.1.3.2 above who is ill.

21.3.2 Access to annual leave, as prescribed in sub-clause 21.3.1 of this subclause, shall be exclusive of any shut down period provided for elsewhere in the EnergyAustralia Award.

21.3.3 An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.



21.4 Grievance Process

In the event of any dispute arising in connection with any part of this clause, such dispute should be processed in accordance with the disputes and grievance provisions of this Agreement

**22. PARENTAL LEAVE**

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22.1 The provisions of the *Industrial Relations Act (NSW) 1996* shall apply.

22.2 Employees who are eligible for maternity leave without pay under the Industrial Relations Act 1996 shall be entitled to receive up to 9 weeks of paid leave (or 18 weeks at half pay) included in the 12 months available under the Act at their agreed minimum remuneration rate.

**23. CAREER BREAK**

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Employees are eligible for a career break in the terms set out in the Corporate Quality Procedure.

**24. PUBLIC HOLIDAYS**

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Employees are entitled to be absent from work without loss of agreed minimum remuneration rate for any day which is Gazetted as a Public Holiday for the area in which they normally work. Employees under this agreement are not entitled to Picnic Day.

**25. TERMS OF EMPLOYMENT**

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25.1 Termination of employment shall comply with the terms of the *Industrial Relations Act (NSW) 1996*. It is not the intention of the parties to treat Employees under this agreement in a manner which is different to other award covered Employees in relation to continuity or termination of employment.

25.2 Termination of employment shall require 4 weeks' notice on either side except in the following circumstances:

25.2.1 Employees who are 45 years of age or older at the time notice is given shall be given one extra week of notice by EnergyAustralia. These Employees are not required to give an extra week of notice.

25.2.2 No notice is required where an Employee is dismissed because of misconduct.

25.2.3 Payment in lieu of the required notice period or portion of it can be made by the Employer, or a portion of it can be surrendered by the Employee if he or she wishes to leave the employment with a shorter period of notice, with the Employer's agreement.



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## 26. DUTIES AS DIRECTED

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The relevant General Manager may direct Employees under this Agreement to carry out such duties at their normal place of employment or other locations (by consultation) as may be required from time to time provided that the duties are within the Employee's skill, competence and training, satisfy any relevant professional code of ethics and do not pose a substantial risk of death or personal injury to any person.

## 27. MULTI-SKILLING OF POSITIONS

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The Parties to this Agreement acknowledge that the interests of EnergyAustralia can be enhanced by the redesign of specific positions and that multi-skilling may be appropriate.

All Employees covered by this Agreement may be required by the Employer to undertake a reasonable and necessary level of training to facilitate the Employee in question being able to perform more and/or different functions and duties than he or she may have performed in the past. This requirement shall be commensurate with, and have regard to the Employee's training, skills and competence to perform such functions and duties to satisfactory and safe standards.

## 28. CALCULATION OF SERVICE

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28.1 All service as an apprentice, trainee or cadet shall count towards service entitlements under this Agreement.

28.2 The following periods will not count for service and will not break the continuity of service with EnergyAustralia:

- Sick leave without pay
- Parental leave without pay
- Leave without pay, whether authorised or not
- Career Break.



Leave without pay can be assessed on a case-by-case basis by EnergyAustralia to determine whether or not it will count for service.

28.3 Where EnergyAustralia has terminated an Employee's employment because of ill health or injury, and the Employee is subsequently retired, the total length of service shall be taken into account in calculating the Employee's entitlements.

28.4 Employees who commenced duties with EnergyAustralia as a result of the amalgamations and mergers of Shires, Municipalities and County Councils on or prior to 1 January 1980 and mergers in 1995 shall have their previous service recognised in calculating their service entitlements.

28.5 From the date of corporatisation of EnergyAustralia, 1 March 1996, the following service counts for long service (extended) leave purposes for staff employed by EnergyAustralia as at 1 March 1996:

- Prior service with approved Government Departments will be recognised. This provision only applies for Employees who were employed before 1 March 1996 - Schedule 1 of Appendix 1.

- Prior service with approved NSW Authorities will be recognised - Schedule 2 of Appendix 1.
- Prior service with former local government regulated distributors which were engaged in electricity distribution will be recognised - Schedule 3 of Appendix 1; and
- Prior service with approved State-Owned Corporations will be recognised - Schedule 4 of Appendix 1.
- Prior service with the Australian Public Service will no longer be recognised after 1st March 1996.

28.6 New Employees recruited from the New South Wales Public Service after 1 March 1996, will continue to have the option of transferring their existing extended leave, recreation leave and sick leave balances to EnergyAustralia, subject to the existing arrangements for transfer of funds from the previous Employer.

28.7 For the purposes of (28.5) and (28.6) above, the period of service for recognition must be 'continuous', which is defined as follows:

- the Employee entered on duty in EnergyAustralia on the next working day following cessation of employment with the recognised former Employer; or
- the Employee has been accepted for employment by EnergyAustralia prior to the last day of service with the recognised former Employer, in which case a break of up to 2 months may be allowed between cessation of duty with the former recognised Employer and commencement of employment with EnergyAustralia.

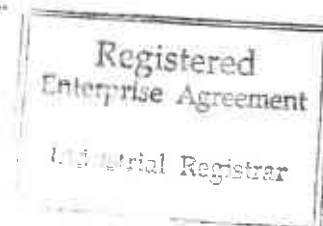
## **29. ACTING IN POSITIONS**

29.1 Employees who are not employed in a job covered by this Agreement but who act in a position covered by this Agreement shall continue to be employed under the terms of EnergyAustralia's Award or any Award, but shall be paid the salary for the position at the agreed minimum remuneration and shall work in accordance with the conditions of this Agreement while acting. Award Employees who act in an enterprise agreement position will not be entitled to either take or accrue rostered days off during the period of so acting.

29.2 Employees who are covered by this Agreement and act in another job covered by this Agreement shall receive the appropriate salary for the job in which they are acting.

29.3 Employees who are covered by this Agreement and who act in a Senior Contract position shall continue under the conditions of this Agreement but shall be paid according to the minimum remuneration for the said Senior Contract position or their current rate, whichever is the greater. General Managers / Managers may review and set the higher-grade rate where applicable.

29.4 If an Employee takes any form of leave during the first 13 weeks of the acting higher grade, the period of leave will not attract the higher rate of payment.





### 30. SUPPLEMENTARY SUPERANNUATION

- 30.1 Subject to the provisions of Clause (28.2) this clause applies to Employees who:
- 30.1.1 were employed by Sydney County Council on or before 31 March 1977; and
  - 30.1.2 were contributing to the same Local Government Superannuation Scheme on 30 April 1990 that he/she was contributing to on 31 March 1977; and
  - 30.1.3 were compulsorily transferred to the State Authorities Superannuation Scheme on 1 May 1990; and
  - 30.1.4 have completed at least 20 years' continuous service with EnergyAustralia and Sydney County Council; and
  - 30.1.5 retired-age, retired ill-health, were dismissed for reasons other than misconduct, took voluntary redundancy or died whilst still employed.
- 30.2 Employees who meet all the above conditions shall be paid a supplementary superannuation benefit equal to the difference between:
- 30.2.1  $E = 3.5 + 0.07 (S - 20)$   
where **E** = the Employee's entitlement measured in weeks of pay per year of service at their or agreed ordinary rate,  
and **S** = 45 or the total number of years service (including a portion for part completed years to the nearest whole month) whichever is the lesser; and
  - 30.2.2 the monetary benefits directly attributable to all payments made or to be made in respect of the Employee by EnergyAustralia or any other Employer under the provisions of the Local Government and Other Authorities (Superannuation) Act, 1927, and the State Authorities Superannuation Act, 1987, or its successor.
- 30.3 This clause shall not apply to an Employee who is a contributor under the Pension Fund provisions of the *Local Government and Other Authorities (Superannuation) Act 1927* or a contributor under the provisions of the *Superannuation Act 1916*.
- 30.4 This clause also applies to Employees who were formerly employed by a County Council and who were transferred to Sydney Electricity on 1 January 1980 provided that:
- 30.4.1 They maintained continuity of service in the transfer.
  - 30.4.2 They fulfil the requirements in sub-clause 30.1 of this clause.
- If they meet these criteria, service with a County Council prior to being transferred to Sydney Electricity on 1 January 1980 will be counted in calculating any entitlement under this clause.
- 30.5 Severance Allowance
- Where prior to the merger between EnergyAustralia and the former Shortland / Orion Energy, Orion Employees were entitled to a severance allowance, then the severance allowance conditions and entitlements under the Employees former conditions will be recognised under the terms of the Enterprise Agreement.

Registered  
Enterprise Agreement  
Industrial Registrar

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## 31. ANTI-DISCRIMINATION

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- 31.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of, race (colour, ethnic, or ethno-religious background, descent or nationality), sex (including pregnancy), marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- 31.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 31.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 31.4 Nothing in this clause is to be taken to affect:
- 31.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation
  - 31.4.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 31.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 31.4.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 31.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

## 32. MISCELLANEOUS CONDITIONS OF EMPLOYMENT

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### 32.1 Telephone Rental

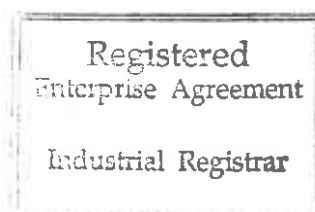
On production of the appropriate telephone account nominated Employees who are required to take or make business calls at home will be reimbursed the cost of those business calls as nominated by the Employee and proportion of telephone rental.

### 32.2 Death of Employee

On the death of an Employee, all their outstanding entitlements and accruals will be paid to their estate.

### 32.3 Retirement

An Employee may retire from EnergyAustralia after reaching 55 years of age.



**EXECUTION CLAUSE**

EXECUTED as an agreement.

SIGNED for and on behalf of )  
ENERGYAUSTRALIA: )

*B. S. Grimshaw*

Signatory

Print Name  
BRUCE GRIMSHAW

*[Signature]*

Witness

Print Name JUDITH R. BUTLER

SIGNED for and on behalf of ASSOCIATION OF )  
PROFESSIONAL ENGINEERS, MANAGERS )  
AND SCIENTISTS, AUSTRALIA (NSW )  
BRANCH): )

*Martin O'Connell*

Signatory

Print Name  
MARTIN O'CONNELL.

*[Signature]*

Witness

Print Name JUDITH R. BUTLER

SIGNED for and on behalf of ELECTRICITY )  
SUPPLY PROFESSIONAL OFFICERS' )  
ASSOCIATION: )

*Alan James Cortissos*

Signatory

Print Name Alan James CORTISSOS.

*[Signature]*

Witness

Print Name JUDITH R. BUTLER

SIGNED for and on behalf of THE FEDERATED )  
MUNICIPAL AND SHIRE COUNCIL )  
EMPLOYEES' UNION OF AUSTRALIA, NSW )  
DIVISION: )

Signatory

Print Name Paul Marzato

*[Signature]*

Witness

Print Name JUDITH R. BUTLER



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**APPENDIX 1 – RECOGNITION OF PRIOR SERVICE**

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Registered  
Enterprise Agreement  
Industrial Registrar

## Appendix 1 Schedule 1

### Recognised NSW Government Departments as at 26 July 1996

Department of Aboriginal Affairs  
Ageing and Disability Department  
Department of Agriculture  
Ministry for the Arts, including Powerhouse Museum  
Attorney General's Department  
The Audit Office of New South Wales  
Office of the Board of Studies  
Building Services Corporation  
Department of Bush Fire Services  
Department of Business and Regional Development  
Cabinet Office  
Community Services Commission  
Motor Accidents Authority  
National Parks and Wildlife Service  
New South Wales Fire Brigades  
New South Wales Meat Industry Authority  
Olympic Co-ordination Authority  
Ombudsman's Office  
Parliamentary Counsel's Office  
Ministry for Police and Emergency Services  
Premiere's Department  
Public Trust Office  
Department of Public Works and Services  
Royal Botanic Gardens and Domain Trust  
Rural Assistance Authority  
Department of School Education  
Department of Sport and Recreation  
Department of State Development  
State Electoral Office  
State Emergency Service  
State Forests, Forestry Commission  
Tourism New South Wales  
Department of Training and Education Co-ordination  
Department of transport  
The Treasury  
Department of Foreign Affairs  
Department of Corrective Services  
New South Wales Crime Commission  
New South Wales Dairy Corporation  
Darling Harbour Authority  
Department of Community Services  
Office of the Director of Public Prosecutions  
Department of Energy  
Environment Protection Authority  
Ethnic Affairs Commission  
NSW Fisheries  
Forestry Commission (except State Forests)



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Department of Gaming and Racing  
Department of Health Care Complaints Commission  
Home Purchase Assistance Authority  
HomeFund Commissioner's Office  
Department of Housing  
Department of Industrial Relations  
Department of Juvenile Justice  
Department of Land and Water Conservation  
Legal Aid Commission  
Department of Local Government  
Department of Mineral Resources  
Department of Urban Affairs and Planning  
Department for Women  
WorkCover Authority

**Registered  
Enterprise Agreement  
Industrial Registrar**

## Appendix 1 Schedule 2

### List of Recognised NSW Authorities

Maritime Services Board  
Water Conservation and Irrigation Commission  
Department of Main Roads (RTA)  
Metropolitan Water, Sewerage and Drainage Board (Sydney Water)  
Police Force  
Department of Railways (State Rail)  
Department of Government Transport (State Transit Authority)  
Department of Motor Transport  
Milk Board  
The Legislature  
Metropolitan Meat Industry Board  
Electricity Commission (PacPower / Transgrid)  
Hunter District Water Board  
Board of Fire Commissioners of New South Wales  
Broken Hill Water Board  
State Mines Control Authority  
Grain Elevators Board of New South Wales  
State Planning Authority of New South Wales  
Cobar Water Board  
Homebush Bay Ministerial Corporation  
State Superannuation Investment and Management Corporation  
TAFE Commission  
The Auburn District Hospital  
The Balmain Hospital  
The Bankstown Hospital  
The Canterbury District Memorial Hospital  
The Eastern Suburbs Hospital  
The Fairfield District Hospital  
The Hornsby and District Hospital  
The Langton Clinic (Moore Park)  
The Liverpool District Hospital  
The Manly District Hospital  
The Marrickville District Hospital  
The Mona Vale Hospital  
The Parramatta District Hospital  
The Prince Henry Hospital  
The Prince of Wales Hospital  
The Rachel Forster Hospital  
The Royal North Shore Hospital of Sydney  
The Royal South Sydney Hospital  
The Ryde District Soldiers' Memorial Hospital  
The St George Hospital  
The Sutherland Hospital  
The Sydney Hospital  
The Sydney Homoeopathic Hospital  
The Sydney Home Nursing Service  
The Western Suburbs Hospital



The Women's Hospital (Crown Street)  
The Karitane Mothercraft Society in respect of: Karitane Mothercraft Training Centre, Woollahra  
The Australian Red Cross Society in respect of: Blood Transfusion Service; The Graythwaite Red Cross Home, North Sydney; Eleanor Mackinnon Junior Red Cross Home, Cronulla; The Lady Gowrie Red Cross Convalescent Home, Gordon; Berida Junior Red Cross Home; The Bodington Red Cross Hospital  
The Benevolent Society of New South Wales in respect of: The Royal Hospital for Women: Scarba (Bondi)  
NSW College of Nursing  
New South Wales Society for Crippled Children in respect of: Margaret Reid Home, St Ives; Cleaveland Hospital and Clinic for Crippled Children (Surry Hills); Beverley Park Home, Campbelltown  
The Carrington Centennial Hospital for Convalescents  
The Royal Ryde Homes  
Royal Society for the Welfare of Mothers and Babies in respect of: The Carpenter Mothercraft Home, Wollstonecraft; The Tresillian Homes at Petersham, Vacluse and Willoughby  
United Dental Hospital  
The Adelong Hospital  
The Albury Base Hospital  
The Armidale and New England Hospital, Armidale  
The Ballina District Hospital  
The Balranald District Hospital  
The Bangalow District (War Memorial) Hospital  
The Barham and Koondrook Soldiers' Memorial Hospital  
The Barraba Hospital  
The Bateman's Bay District Hospital  
The Bathurst District Hospital  
The Batlow District Hospital  
The Bega District Hospital  
The Bellinger River District Hospital  
The Berrigan War Memorial Hospital  
The Bowral and District Hospital  
The Bingara District Hospital  
The Blacktown District Hospital  
The Blayney District Hospital  
The Blue Mountains District Anzac Memorial Hospital  
The Boggabri District Hospital  
The Bombala District Hospital  
The Boorowa District Hospital  
The Bourke District Hospital  
The Braidwood District Hospital  
The Brentwood Hospital, Muswellbrook  
The Brewarrina District Hospital  
The Broken Hill and District Hospital  
The Bulahdelah District Hospital  
The Bulli District Hospital  
The Byron District Hospital  
The Camden District Hospital  
The Campbell Hospital, Coraki  
The Canowindra Soldiers' Memorial Hospital  
The Carcoar District Hospital





The Casino and District Memorial Hospital  
The Cessnock District Hospital  
The Cobar District Hospital  
The Coffs Harbour and District Hospital  
The Coledale District Hospital  
The Collarenebri District Hospital  
The Condobolin District Hospital  
The Coolah District Hospital  
The Cooma District Hospital  
The Coonabarabran District Hospital  
The Coonamble District Hospital  
The Cootamundra District Hospital  
The Corowa Hospital  
The Cowra District Hospital  
The Crookwell District Hospital  
The Cudal War Memorial Hospital  
The Culcairn District Hospital  
The Delegate District Hospital  
The Deniliquin Hospital  
The Dorrigo Hospital  
The Dubbo Base Hospital  
The Dunedoo War Memorial Hospital  
The Dungog and District Hospital  
The Eugowra Memorial Hospital  
The Finley Hospital  
The Forbes District Hospital  
The Gilgandra District Hospital  
The Glen Innes District Hospital  
The Gloucester Soldiers' Memorial Hospital  
The Goodooga District Hospital  
The Gosford District Hospital  
The Goulburn Base Hospital,  
The Governor Phillip Special Hospital (Penrith)  
The Gower Wilson Memorial Hospital, Lord Howe Island  
The Grafton Base Hospital  
The Aruma Home (Grafton)  
The Grenfell District Hospital  
The Griffith Base Hospital  
The Gulgong District Hospital  
The Gundagai District Hospital  
The Gunnedah District Hospital  
The Guyra District War Memorial Hospital  
The Hastings District Hospital  
The Hawkesbury Benevolent Society and Hospital  
The Hay Hospital  
The Henty District Hospital  
The Hillston District Hospital  
The Holbrook District Hospital  
The Holbrook District Hospital  
The Inverell District Hospital



The Ivanhoe District Hospital  
The Jerilderie District Hospital  
The Junee District Hospital  
The Kiama District Hospital  
The Kyogle Memorial Hospital  
The Kurri Kurri District Hospital  
The Lake Cargelligo District Hospital  
The Leeton District Hospital  
The Lismore Base Hospital  
The Lithgow District Hospital  
The Lockhart and District Hospital  
The McCaughey Memorial Hospital, Urana  
The Macksville and District Hospital  
The Maclean (Lower Clarence) Hospital  
The Macleay District Hospital  
The Maitland Hospital  
The Manilla District Hospital  
The Manning River District Hospital  
The Merriwa District Hospital  
The Milton-Ulladulla Hospital  
The Molong District Hospital  
The Moree District Hospital  
The Moruya District Hospital  
The Mudgee District Hospital  
The Mullumbimby and District War Memorial Hospital  
The Murrumburrah-Harden District Hospital  
The Narrabri District Hospital  
The Narrandera District Hospital  
The Narromine District Hospital  
The Nepean District Hospital  
The Newcastle Western Suburbs Maternity Hospital  
The Nimbin District Memorial Hospital  
The Nyngan District Hospital  
The Oberon District Hospital  
The Old Folks' Home (Broken Hill)  
The Orange Base Hospital  
The Pambula District Hospital  
The Parkes District Hospital  
The Port Kembla District Hospital  
The Portland District Hospital  
The Prince Albert Memorial Hospital (Tenterfield)  
The Queanbeyan District Hospital  
The Queen Victoria Memorial Hospitals  
The Quirindi District Hospital  
The Royal Newcastle Hospital  
The Rylstone District Hospital  
The Scott Memorial Hospital (Scone)  
The Shoal haven District Memorial Hospital  
The Singleton District Hospital  
The Tamworth Base Hospital



The Temora and District Hospital  
 The Tibooburra District Hospital  
 The Tingha District Hospital  
 The Tocomwal Hospital  
 The Tottenham Hospital  
 The Trangie Hospital  
 The Tullamore District Hospital  
 The Tumbarumba District Hospital  
 The Tumut and District Hospital  
 The Tweed District Hospital  
 The Urbenville and District Hospital  
 The Ungarie District Hospital  
 The Vegetable Creek Hospital  
 The Wagga Wagga Base Hospital  
 The Walcha District Hospital  
 The Wallsend District Hospital  
 The Walgett District Hospital  
 The Warialda District Hospital  
 The Warren District Hospital  
 The Wauchope District Memorial Hospital  
 The Wee Waa District Hospital  
 The Wellington District Hospital  
 The Wentworth District Hospital  
 The Werris Creek District Hospital  
 The Wilcannia and District Hospital  
 The Wilson Memorial Hospital (Murrurundi)  
 The Wingham and District War Memorial Hospital  
 The Wollongong Hospital  
 The Wyalong and District Hospital  
 The Yass District Hospital  
 The Yeoval Hospital  
 The Young District Hospital  
 The Royal Prince Alfred Hospital  
 The Royal Alexandra Hospital for Children  
 Chatswood District Community Hospital  
 Public Transport Commission of New South Wales  
 New South Wales Ambulance Board  
 Zoological Parks Board of New South Wales  
 Health Commission of New South Wales  
 Dairy Industry of New South Wales  
 Sydney Cove Redevelopment Authority  
 New South Wales Planning and Environment Commission  
 Metropolitan Waste Disposal Authority (Waste Recycling and Processing Service of NSW)  
 Totalizer Agency Board of New South Wales  
 New South Wales Retirement Board  
 Transport Retirement Board  
 New South Wales Fish Marketing Authority  
 Greyhound Racing Control Board  
 New South Wales Film Corporation  
 New South Wales Hospitals Planning Advisory Centre



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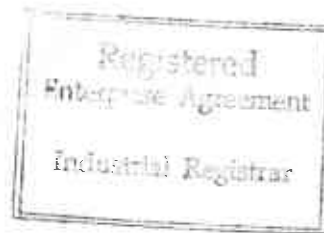
Trotting Authority of New South Wales  
Westmead Centre of the Parramatta Hospitals  
Sydney Farm Produce Authority Market  
Public Authorities Superannuation Board (State Authorities Superannuation Board)  
Independent Commission Against Corruption  
Judicial Commission of New South Wales  
ACT Electricity and Water Authority  
Community Welfare Corporation  
Home Care Service of New South Wales  
New South Wales Lotteries  
Government Pricing Tribunal of New South Wales



## Appendix 1 Schedule 3

### Services for former electricity distributors recognised for extended leave purposes

Broken Hill Electricity  
Central West Electricity  
Illawarra Electricity  
Monaro Electricity  
Murray River Electricity  
Murrumbidgee Electricity  
Namoi Valley Electricity  
New England Electricity  
North West Electricity  
Northern Riverina Electricity  
Northern Rivers Electricity  
NorthPower  
Ophir Electricity  
P-CCC Electricity  
Prospect Electricity  
Shortland Electricity  
South West Slopes Electricity  
Southern Mitchell Electricity  
Southern Riverina Electricity  
Southern Tablelands Electricity  
Tumut River Electricity  
Ulan Electricity  
Western Power



## Appendix 1 Schedule 4

### Organisations recognised for extended leave purposes under the State-Owned Corporations Act

Energy South  
Far West Energy  
First State Power  
Macquarie Generation  
MetNorth Energy  
MetSouth Energy  
MidState Energy  
NorthPower

