

**REGISTER OF
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TITLE: Energy Australia Agreement 2006

I.R.C. NO: IRC6/3365

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Energy Australia, who are engaged in the classifications set out in Appendices 3, 4, 5 and 6 of this agreement and who fall within the coverage of the Energy Australia Award 2004.

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

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1. TITLE

This Agreement is to be known as the EnergyAustralia Agreement 2006.

2. AREA, INCIDENCE, PARTIES AND DURATION

2.1 The parties to this Agreement are:

- EnergyAustralia
- New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union [USU]
- Electrical Trades Union of Australia, New South Wales Branch [ETU]
- Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch [APESMA]
- Electricity Supply Professional Officers' Association [ESPOA]
- Australian Workers' Union [AWU]
- Construction, Forestry, Mining and Energy Union (Mining and Energy Division) NSW Branch [CFMEU]
- Australian Manufacturing Workers' Union (Vehicle Division) [AMWU]

2.2 This Agreement rescinds and replaces the EnergyAustralia Agreements 2006 and all subsequent variations.

2.3 The Agreement rescinds and replaces:

- 2.3.1 the Professional, Managers and Specialists' Enterprise Agreement 2005, attached as schedule 2;
- 2.3.2 the Engineers' Enterprise Agreement 2004, attached as schedule 3;
- 2.3.3 the Executive Assistants' Enterprise Agreement 2004, attached as schedule 4; and
- 2.3.4 the Commercial Graduate Development Programme Enterprise Agreement 1998, attached as schedule 5.

2.4 The parties intend for this Agreement to be legally binding and enforceable and, until the Agreement is replaced by another collective agreement (registered with the relevant body or otherwise), for the Agreement to form part of each employee's contract of employment.

2.5 This Agreement shall apply to all current and future employees of EnergyAustralia who are members, or eligible to be members of the above mentioned parties and who are engaged in the classifications set out in Appendices 3, 4, 5 and 6 of this Agreement (including any additional classifications introduced in accordance with Sub-clause 2.6). Union parties are acting as agents for employees who are members or eligible to be members of the relevant union.

- 2.6 This Agreement shall have no application to any employee employed under individual contract as a senior manager.
- 2.7 This Agreement shall take effect from 19 December 2006 and shall cease to have effect on 18 December 2008.
- 2.8 The parties to this Agreement agree to making additions to Appendices 3, 4, 5 and 6 'Classifications', of this Agreement by consent where new employment classifications are created by EnergyAustralia. In the event that a new employment classification is created by EnergyAustralia, the parties agree that the role shall be evaluated in accordance with Clause 13 to determine the appropriate rate of pay.
- 2.9 The parties agree that the remuneration payable under this Agreement is in satisfaction of any entitlements or benefits under any award or applicable enterprise agreement that applies to the employees covered by this Agreement excepting those indicated in Appendix D, (No. 22, 28-33) which may vary from time to time.
- 2.10 The parties agree not to make any claims, in their own right or for or on behalf of any employee, for any entitlements or benefits under any award or other applicable industrial instrument that applies to the employees covered by this Agreement.
- 2.11 Any remuneration paid by Energy Australia to an employee covered by this Agreement, which is in excess of the legislated basic minimum hourly amount payable to the employee, may be offset against any claim by an employee for entitlements or benefits under any other award or industrial instrument which might be found to apply to the employee.
- 2.12 In consideration of EnergyAustralia agreeing to perform its obligations under this Agreement, the USU, ETU, APESMA, ESPOA, AMWU, CFMEU and AWU will each pay to EnergyAustralia the sum \$1.00 each (receipt of which is hereby acknowledged).

3. DEFINITIONS

- 3.1 **"Appointed Grade"** means the position to which an employee has been appointed by the Managing Director other than under the provisions of Clause 42, Higher Grade Pay.
- 3.2 **"Day Off"** means a day off in accordance with a regular 9-day fortnight working period arrangement.
- 3.3 **"Dismissal"** means termination of service with EnergyAustralia for misconduct, or repeated unsubstantiated absences from work.
- 3.4 **"Managing Director"** means the Managing Director of EnergyAustralia.
- 3.5 **"Medical Officer"** unless specified otherwise, means EnergyAustralia's Medical Officer or a medical practitioner acting on EnergyAustralia's behalf.

- 3.6 "Ordinary Rate of Pay" means the rate of pay applicable to the appointed grade of an employee as prescribed in this Agreement and does not include shift allowance, weekend and/or holiday or other penalty rates of pay.
- 3.7 "Resignation" means voluntarily leaving the service of EnergyAustralia.
- 3.8 "Retirement-Age" means termination of service in accordance with Sub-clause 36.4.
- 3.9 "Retirement-Ill Health" means terminating of service by EnergyAustralia on account of ill-health, it being certified by EnergyAustralia's Medical Officer, or a medical practitioner as agreed between the Managing Director and the Secretary of the Union concerned, that such ill-health renders the employee unable in the future to perform the duties of the employees' appointed position or equivalent.
- 3.10 "Rostered Day Off" means a day off for a shift worker under a shift work roster; or for a day worker, means a week day Monday to Friday on which the employee is not required to work because the employee has worked additional time which has accrued towards a day off.
- 3.11 "Service" means service calculated in accordance with provisions of Clause 37, Calculation of Service.
- 3.12 "Trade classifications" are occupational groups whose members are required to serve an apprenticeship.
- 3.13 "Permanent Part-time employee" means an employee who is engaged for less than full-time ordinary hours as prescribed by the Agreement, with regular days and number of hours each week.
- 3.14 "Casual employee" means an employee who is engaged to work on an hourly or daily basis, with a minimum engagement of (3) three hours.
- 3.15 "Fixed Term Employment" means when it is not expected that there will be an on going need for the position. A fixed term employee is one who is engaged for a fixed period.

3A. GRIEVANCE RESOLUTION

- 3A.1 A Grievance is a complaint raised by an employee regarding a perceived or actual wrong that causes resentment and is grounds for action. The grievance may be related to personnel procedures, interpersonal conflicts, or any other work-related matter. If the grievance is of an industrial nature, then it will be addressed in accordance with the dispute resolution procedure at Clause 5.
- 3A.2 All Grievances are to be resolved in accordance with the Grievance Policy and Procedure (Hrg1), with the exception of those grievances of an industrial nature, or those covered by the specific procedures contained in the EnergyAustralia EEO, Anti-discrimination and Harassment Prevention Policy.

4. REFERRAL AGREEMENT

4.1. Recitals

- 4.1.1. The parties to this Agreement have agreed to confer upon the Industrial Relations Commission of New South Wales ("the Commission") powers under s146A of the Industrial Relations Act 1996 (NSW) ("the Act") to resolve an industrial dispute ("a Dispute").
- 4.1.2. This Referral Agreement refers all industrial matters (within the ordinary meaning of the expression) between the parties to the Commission arising in relation to the EnergyAustralia Agreement 2006.
- 4.1.3. The parties agree that the referral of a Dispute to the Commission under this Referral Agreement also complies with the model dispute resolution process in Part 13 of the Workplace Relations Act 1996 ("the WR Act"), to the extent that the WR Act can or does apply to that Dispute.
- 4.1.4. The parties agree that the referral of a Dispute to the Commission under this Referral Agreement relates only to the industrial matters arising in relation to the Agreement, and will not apply to any other matters in dispute between the parties now or in the future.
- 4.1.5. The parties agree to be bound by the terms of this Referral Agreement.

4.2. Terms of the Referral Agreement

- 4.2.1. The parties confer on the Commission all of the functions and powers prescribed by the Act, as amended, including all related procedural powers in accordance with the Regulations, Rules and Practice Directions of the Commission.
- 4.2.2. In referring a Dispute to the Commission, the parties agree the Commission may exercise all of the functions and powers prescribed by the Act, as amended, including all related procedural powers Regulations, Rules and Practice Directions of the Commission.
- 4.2.3. Subject to the rights of appeal of any party, any determination, award, order or direction made by the Commission, in relation to the Agreement, is binding on the parties. The parties will implement forthwith or within such other time as may be specified by the Commission, any determination, award, order, finding, direction or other decision made by the Commission.
- 4.2.4. A party may decide to appeal a determination, award, order or direction made by the Commission pursuant to this Referral Agreement. Any such appeal must proceed in a manner as provided by Chapter 4 Part 7 of the Act, and must be determined in a manner as provided in s.192 of the Act.
- 4.2.5. The making of this Referral Agreement does not prejudice the ability of the parties to agree to refer any future dispute to the Commission under another Referral Agreement.
- 4.2.6. This Referral Agreement may not be modified or varied unless by further written agreement signed by the parties.

- 4.2.7. This Referral Agreement shall remain in force until 18 December 2008, or until terminated by written agreement, signed by the parties. The Referral Agreement may continue to operate beyond the nominal expiry date until rescinded and replaced by the parties.
- 4.2.8. The parties also agree that this Referral Agreement complies with the model dispute resolution process in Part 13 of the Workplace Relations Act 1996 (as amended) ("the WR Act"), to the extent that the WR Act can or does apply to that Dispute, [employer] and/or [union].

5. DISPUTES RESOLUTION

- 5.1 A Dispute is a formal disagreement between the Parties which involves more than one Employee and concerns a general workplace issue, practice or procedure arising from this agreement, which extends beyond an individual grievance or claim.
- 5.2 The parties accept that the following general principles will be observed when it is necessary to rely on these dispute resolution procedures:
- The use of unilateral action is equivalent to one party seeking to impose its will on the other.
 - Every attempt must be made to resolve matters within EnergyAustralia.
 - Only as a last resort should reference to external agencies be considered.
- 5.3 Any dispute shall be dealt with as follows:
- 5.3.1 The first point of contact shall be the supervisor of the affected employee(s) who will deal with the matter within 2 working days.
- 5.3.2 If not resolved at 5.3.1 above, the matter will be considered by the employee(s), employee(s)'s local union delegate/organiser and the local Manager concerned. The matter will be dealt with as soon as possible, but no more than 2 working days after the initial contact.
- 5.3.3 If the matter is unable to be resolved under 5.3.1 and 5.3.2 above, then it will be referred to the Division's Employee Relations / Human Resources Manager and the appropriate Union Official. The matter will be dealt with as soon as possible, but no more than 2 working days after initial contact.
- 5.3.4 If the matter is unable to be resolved under 5.3.3 above, a conference will be arranged between EnergyAustralia's Manager Industrial Relations/ Group Manager Human Resources and representatives of the Union concerned to discuss the matter and endeavour to achieve a settlement. Such conference will take place within 2 working days after 5.3.3 above.
- 5.3.5 In the event the matter can not be resolved under 5.3.4 above, the matter will be referred to the Managing Director or delegated party and conferences will take place with the parties concerned.
- 5.3.6 In the event of failure to resolve a matter by the appropriate steps as set out above and where the parties are unable to agree, there shall be a 'cooling-

off' period of 72 hours, excluding weekends and Agreement/Public Holidays, to enable the parties to re-assess their respective positions.

- 5.3.7 If the dispute remains unresolved, a party to the dispute can seek to have the matter resolved by the New South Wales Industrial Relations Commission in accordance with the referral agreement (at Clause 4) under s146A of the Industrial Relations Act 1996.
- 5.3.8 During the course of the above procedures the status quo will be maintained by both parties, and without prejudice to either party, work shall continue in the manner it was carried out prior to the dispute arising.
- 5.3.9 At each stage of the resolution process, the parties will attempt as much as possible to reach agreement on the further process to be followed.

6. CONSULTATION

- 6.1 The term 'consultation' is understood as a process of seeking information, seeking advice, exchanging views and information, and taking the views and information into consideration before making a decision. Proposals for change will be developed through the consultation process.
- 6.2 All proposals for change which affect employees will be discussed between the Parties before final decisions are made. In this way, the genuine concerns of employees will be taken into consideration in the planning process. The Parties will provide each other with the information they need to enable them to participate in any discussions.
- 6.3 The Parties will consult before deciding to reduce the size of the workforce. Those discussions will include exploring alternatives, which may assist employees to continue in equivalent employment while achieving the necessary structural adjustments.
- 6.4 The commitment to consultation for change necessarily encompasses a high level of information exchange and sharing information. The Parties therefore agree to maintain the confidentiality of commercially sensitive information at all times.
- 6.5 The Parties may communicate jointly with the employees about major issues and achievements, which affect the workplace. They will not unjustly criticise each other or seek to publicly denigrate the views of the other.
- 6.6 Peak Consultative Committee
 - 6.6.1 Where a party to the Agreement determines a specific business need has arisen, an issue-specific Peak Consultative Committee (PCC) will be established comprising the relevant Senior Executives, Managers of Divisions, Union Officials and Employee representatives elected from the respective Divisional Workplace Consultative Committees, to consult with respect to the specific issue(s).
 - 6.6.2 These meetings will have organisational change and workplace reform as the primary focus.

- 6.6.3 If a matter raised at the PCC is under consideration at another Committee, it may be noted at the PCC, however matters more appropriately dealt with at another Committee will not be dealt with at the PCC (including but not limited to Occupational Health and Safety matters, and Contracting Out).
 - 6.6.4 The PCC shall meet on an as need basis, however members of the PCC shall be afforded a minimum one weeks notice of any proposed meeting.
 - 6.6.5 The Parties agree to devise and adhere to a PCC Charter.
 - 6.6.6 The PCC shall have an independent chair and members shall participate in appropriate training to fulfil their duties.
- 6.7 Divisional Consultative Committees
- 6.7.1 Where the Divisional Executive General Manager or designated representative determines, or when a business need arises, an issue-specific Divisional Consultative Committee will be established, comprising senior executives and managers of the Division, and a number of employees elected by their peers to represent the main occupations and classifications of the Division to consult, with respect to the specific issue(s).
 - 6.7.2 At a minimum, meetings are to be convened every second month, or as noted at 6.7.1.
 - 6.7.3 Other management representatives and union officials are ex-officio members of these committees.
 - 6.7.4 These meetings will have organisational change and workplace reform specific to the Division as the primary focus, however matters more appropriately dealt with at already established committee/s will not be dealt with at the DCC.
 - 6.7.5 Additionally, a DCC shall act as a forum for EnergyAustralia, unions and Employees to consider contracts which have been awarded to external providers by EnergyAustralia where the contract value exceeds \$200,000. Contracts worth less than \$200,000 may also be considered at the DCC in exceptional circumstances. This function of the DCC is to confirm that EnergyAustralia's proposed processes for the contracting out of work pursuant to Clause 7, Outsourcing / Contracting Out of this Agreement are adequate.
 - 6.7.6 The Parties agree to devise and adhere to a DCC Charter for each DCC.

7. OUTSOURCING/ CONTRACTING OUT

- 7.1 In circumstances where EnergyAustralia is examining outsourcing or contracting out of work activities:
- 7.1.1 it will advise the employees and their Union/s and provide them with at least 28 days notice to respond with suitable proposals about possible alternative arrangements to outsourcing or contracting out.
 - 7.1.2 prior to expressions of interest or tenders being called, where employee generated alternatives are received, such alternatives will be considered
 - 7.1.3 if it is subsequently determined that expressions of interest or tenders are to be invited, EnergyAustralia will provide the Union/s with a copy of the document which has been prepared.
 - 7.1.4 expressions of interest or tenders when advertised, shall be timed so as to provide the employees with an opportunity to submit a conforming expression of interest or tender to do the work to an equivalent standard, timetable and price.
 - 7.1.5 if an employee generated conforming expression of interest or tender is submitted, it shall be evaluated together with external submissions received.
- 7.2 Work will only be outsourced or contracted out when it can be demonstrated that either:
- 7.2.1 insufficient overall resources are available to meet the current EnergyAustralia overall work commitment and work timetable, or
 - 7.2.2 the failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
 - 7.2.3 the use of outsourcing or contracting out the work is commercially the most advantageous option taking into account quality, safety, performance, cost and the overall strategic direction of EnergyAustralia.
- 7.3 When a decision is made by EnergyAustralia to outsource/ contract out work not already outsourced or contracted out, preference will be given to those contractors who have a registered agreement with the relevant union.
- In a review of existing contracts, EnergyAustralia will only award a contract to a contractor that demonstrates it has established appropriate industrial relations policies and practices and that it complies with industry safety standards, environmental standards and quality standards.
- 7.4 In the evaluation of conforming expressions of interest or tenders, any comparisons will be made on a basis discounting any overheads that would continue even if the work was outsourced or contracted out. Such overheads would typically include tendering costs, contract administration, contract supervision and the cost of any redundancies which may arise as a result of the decision to outsource or contract out.

- 7.5 In the event that it is determined to outsource or contract out work, affected employees will have access to the full range of options available under the EnergyAustralia policies which apply at the time, including training and/or retraining.

8. OCCUPATIONAL HEALTH AND SAFETY

- 8.1 For the purposes of this clause, the following definitions shall apply:
- 8.1.1 A “**labour hire business**” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- 8.1.2 A “**contract business**” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 8.2 Where EnergyAustralia engages a labour hire business and/or a contract business to perform work wholly or partially on EnergyAustralia's premises, EnergyAustralia shall do the following (either directly, or through the agency of the labour hire or contract business):
- 8.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 8.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 8.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 8.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 8.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 8.4 Disputes regarding the Application of this clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes procedures contained in Clause 5.

9. TRAINING

- 9.1 Skill development and continuous learning is a critical foundation for the continued success of the organisation.
- 9.2 Competency/ Skills-based classification structures will be progressively developed and refined, in line with work and job design, which recognises organisational and employee needs.

However, the parties agree there will be no further claims for skills structure reviews with work-value related effect, in recognition of having undertaken thorough reviews in recent years.

Skill Structure Reviews currently being undertaken (and not concluded on execution of this Agreement) will be completed during the life of this Agreement, limited to:

- 1. Engineering Officers
- 2. ESO – Non Regional
- 3. Low Voltage Customer Service Technicians – Customer Supply
- 4. Mechanical Technicians
- 5. Vehicle Building Technicians
- 6. Material and Handling Operatives
- 7. Technician (Workshops)

- 9.3 All Competency/Skill-based classification structures will:

- 9.3.1 provide the basis for pay and progression linked to the acquisition and use of skills within the scope of the position;
- 9.3.2 enhance the opportunities for workplace flexibility;
- 9.3.3 meet the needs of the organisation;
- 9.3.4 address the joint requirements of improved productivity, quality and performance, and development opportunities for individuals.

- 9.4 It is recognised that skill and learning differences between specific work areas or locations will exist despite organisation wide requirements for fairness and employee mobility.

- 9.5 Supporting Mechanisms

- 9.5.1 To support the competency/ skills-based classification structures, employees may be given the opportunity to become skilled in:
 - 9.5.1.1 Workplace Training (the delivery of workplace training);
 - 9.5.1.2 Skill Module Development (the design of competency-based modules);
 - 9.5.1.3 Workplace Assessment (the assessment of competency against agreed competency standards); and
 - 9.5.1.4 Reading, writing, numeracy and spoken communication.
- 9.5.2 The identification of competency/skill development requirements will be assisted by EnergyAustralia's performance development system.

9.6 Learning Time

- 9.6.1 On and off the job learning opportunities will be available to employees to meet the training needs of the organisation.
- 9.6.2 Wherever practicable, this will take place in normal working time.
- 9.6.3 Where learning and skill development takes place out of hours, employee family commitments will be taken into consideration.
- 9.6.4 Payments for learning undertaken outside normal hours will be determined on a case by case basis, prior to commencement of the program. However when it is agreed, where such training is linked to a competency/skills based structure, payments will be made at the rate agreed between the parties, not to be less than ordinary rates.
- 9.6.5 Penalty rates shall apply to all management-directed and/or regulatory training that occurs outside normal working hours.

10. WAGES AND SALARIES

- 10.1 From 19 December 2006, employees covered by this Agreement as classified in Appendices 3, 4, 5 and 6 are to be paid the appropriate wage or salary according to their approved pay point as per Appendix 1.
- 10.2 From 19 December 2007 wage or salary for employees covered by this Agreement as classified in Appendices 3, 4, 5 and 6, are to be paid the appropriate wage or salary according to their approved pay point as per Appendix 1.
- 10.3 The rates of pay set out in Appendices 1 include an "EnergyAustralia Allowance". This is set at:
 - \$42.60 per week from 19 December 2006;
 - \$43.45 per week from 19 December 2007;

The payment of such allowance is to take into account the performance of work in relation to heat, height, dirty work, work in confined spaces; work subject to climatic conditions; subject to the lack of the usual amenities and facilities; subject to directions for alterations and variation of starting and/or finishing locations; subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; subject to requirements to complete proficiency tests and subject to changes in the system of working.

11. METHOD OF PAYMENT

- 11.1 Employees shall be paid by direct transfer to a maximum of five major financial institutions, with a registered BSB number.
- 11.2 Employees shall be paid weekly.

12. ALLOWANCES

- 12.1 Electrician's Licence Allowance
Paid to employees who are appointed as tradespeople to positions agreed with the Secretary of the ETU and who hold a current NSW Electrician's Licence. The allowance is also payable to employees who were appointed to certain positions prior to 10 December 1981, whether or not they hold an electrician's licence. Paid for all purposes. This allowance shall be payable in accordance with the conditions applicable to and as prescribed by the Electricians & C. (State) Award as varied from time to time (Appendix D, Allowances, Item No 28).
- 12.2 Electrical Safety Rules and Skills Allowance
Paid to employees appointed to electrical positions as agreed by the Secretary of the ETU who have passed a test of their knowledge of the rules and who are required to work or supervise or direct work in accordance with those rules. The allowance is also payable to employees who were appointed to certain positions prior to 22 December 1981. Employees will be required to undergo periodic refresher training. Effective on and from 19 December 2000, apprentice electricians are paid the allowance from the date they complete the Electrical Safety Rules Test. Paid for all purposes. (Appendix D, Allowances, Item No 25)
- 12.2.1 Employees in trade classifications (as defined) other than electrician are entitled to 80% of the Electrical Safety Rules Allowance paid to electricians. (Appendix D, Allowances, Item No 27)
- 12.2.2 Pro-rata Safety Rules Allowance paid to Electricity Supply Operatives who have passed an abridged version of the Safety Rules Test. This allowance is calculated at 60% of the Electrical Safety Rules Allowance. To be known as Safety Rules Electricity Operative Allowance (Appendix D, Allowances, Item No 26)
- 12.3 Plumber's Registration Allowance is paid to an employee who is required to hold a Certificate of Registration in the course of employment. Paid for all purposes. (Appendix D, Allowances, Item No 29)
- 12.4 Employees, other than shift workers, in a continuous process, when in charge of depot, office or telephone during a meal break shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No 13)
- 12.5 An employee appointed to a salaried position who is certified by the relevant Executive General Manager as qualified and competent to carry out the full range of cashiering, customer inquiry and customer advisory work and working in a Customer Service Centre other than in the EnergyAustralia Head Office building shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No 15). Provided that the provisions of this paragraph shall not apply to an employee who has been appointed to carry out higher-grade duties in a Customer Service Centre.
- 12.6 Employees who are required to use materials containing asbestos or to work in close proximity to employees using such material shall be paid the amount in (Appendix D, Extra Rates, item No 16). This is paid for the disability of wearing protective gear.

- 12.7 Employees who are engaged in removing asbestos or any method of sealing asbestos shall be paid the amount in (Appendix D, Extra Rates, Item No 17). This is paid for the disability of wearing protective gear.
- 12.8 Pneumatic machine tool workers in charge of an air-compressor shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No18).
- 12.9 Employees engaged on unusually dirty work or work of a particularly offensive nature shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No 20).
- 12.10 Employees, other than shift workers, in a continuous process, when in charge of plant during a meal break shall be paid the extra rate set out in (Appendix D, Extra Rates, Item No 14).
- 12.11 Employees who are accredited as an interpreter with the National Accreditation Authority for Translators and Interpreters (NAATI) and are nominated to be paid a Community Language Allowance because they are frequently called on to act as interpreters shall be paid the amount in (Appendix D, Extra Rates, Item No 22).
- 12.12 Employees engaged in handling silicate of cotton, slagwool, insulwool or other similar loose material shall be paid the amount in (Appendix D, Extra Rates, Item No 19). This is paid for the disability of wearing protective gear.
- 12.13 Employees appointed to trades positions and engaged in bricklaying, carpentry, painting, plastering, plumbing and signwriting who are required to supply and maintain their own tools of trade shall be paid the tool allowance prescribed from time to time in the appropriate State Award (Appendix D, Extra Rates Items 30, 31, 32).
- 12.14 Employees engaged on any chokage and who are required to open any soil pipe, waste pipe or drain pipe conveying offensive material shall be paid the amount prescribed from time to time in the Plumbers and Gas Fitters (State) Award.
- 12.15 Ex-Orion Energy employees who are not provided with tools and are required to provide their own tools shall be paid the amount in (Appendix D, Allowances, Item No 11).
- 12.16 **Sustenance Allowance**
Where an employee is required to work at a location which is not their usual place of work and are required to stay overnight, and when arrangements have not been made for accommodation, meals and / or general out of pocket expenses paid in advance by EnergyAustralia then the employee shall be paid the sustenance allowance rate outlined in (Appendix D, Extra Rates, Item No 23). Application of this clause will be provided to the employee in writing prior to the employee being required to work at a location that is not their usual place of work, including an overnight stay.

13. WORK VALUE AND JOB EVALUATION

- 13.1 Changes to an employee's work shall not justify an increase in pay unless the change in the work constitutes such a significant net addition to the work requirements that it warrants advancement to a new classification. Whether or not a job warrants re-classification shall be determined by a properly constituted job evaluation panel.

Changes in work value can only arise from changes in the nature of work, the level of skill required or the level of responsibility exercised.

- 13.2 A properly constituted job evaluation committee shall comprise one Union representative, a management representative and the Job Evaluation Administrator.

14. HOURS OF WORK

14.1 Ordinary Hours

The Parties agree that it is essential that sufficient employees be scheduled on to meet the business and customer service requirements in each workplace. Therefore, the hours of work will be scheduled after taking into consideration:

14.1.1 the provision of service;

14.1.2 the work of the branch, section or team; and

14.1.3 the personal circumstances of the employees, including parental responsibilities.

The hours of work for individual employees including start and finish times will be determined by agreement only after consultation with their manager which will take into account 14.1.1, 14.1.2 and 14.1.3 above. Individual schedules will not be altered so often that would be disruptive to the work organisation and employee's home lives. If it is proposed that the ordinary hours extend beyond 8 per day or 6pm or on a weekend, the relevant union will be invited to participate in the consultations. In all other circumstances the union will be notified and will be involved if requested by the employees.

14.2 Maximum Hours to be Worked

Full time employees will not be required to work in excess of 72 hours in any fortnight, except as overtime.

Employees will not be required to work in excess of 12 hours a day without receiving overtime in terms of Clause 16 Overtime.

14.3 Span of Hours

The span of hours shall be 6.00am to 6.00pm. Employees shall be available for work between these hours by mutual agreement.

The span of hours can be adjusted by mutual agreement, with the relevant union(s) and employees, to accommodate summer time arrangements, by means of a local workplace flexibility agreement.

14.4 Normal Working Week

The normal method of scheduling hours will provide for a nine day fortnight. This may be departed from where the local manager and the majority of employees affected agree and their union has been consulted. Alternative patterns of work may include patterns such as 12 hour day/ 6 day fortnight, 9 hour day/ 8 day fortnights, etc.

14.5 Flexibility

The scheduled start and finish times and duration of the working day can be altered on a casual basis by agreement between the employee and his/her manager to meet unforeseen changes in the workflow or to meet the personal needs of the employee. A written record of these casual arrangements must be kept by the Manager and a copy forwarded to the Union.

In these cases, the total ordinary hours should not exceed 72 over two weeks. Also, in these cases, work in excess of 12 hours per day or after 6pm, or on a Saturday, Sunday or Agreement/Public Holiday will still attract the appropriate penalty rates.

14.6 This clause applies except where a Local Workplace Flexibility Agreement is in place.

15. **SHIFT WORK**

15.1 Definitions

15.1.1 **"Shift Work"** – work which is rostered outside the normal spread of hours and which provides for two or more shifts on a day and which requires employees to rotate or alternate in working the shifts.

15.1.2 **"Shift Worker"** is an employee who works shifts. An employee does not cease to be a shift worker during a period of leave for the purposes of determining accrued leave entitlements, pursuant to Clause 25.

15.1.3 **"Afternoon Shift"** is a shift finishing between 1800 and 2400 hours.

15.1.4 **"Early Morning Shift"** is a shift commencing between 0500 and 0630 hours.

15.1.5 **"Seven Day Shift workers"** are shiftworkers who are rostered to work on each day of the week. Seven Day Shiftworkers are paid the rates in Appendix 1C.

15.1.6 **"Night Shift"** is a shift finishing between 2400 and 0800 hours.

15.2 Shift workers shall be paid the extra rates in Appendix 1D, Extra Rates, Items 3, 4 and 5. Extra rates are made on a pro rata basis for rostered shifts greater than eight

hours (eg. A nine hour rostered shift receives 1.125 times the extra rate, a 12 hour rostered shift receives 1.5 times the extra rate).

- 15.3 Penalty Rates shall be paid for shiftwork on Saturdays, Sundays and Agreement / Public Holidays.

Penalty rates for all time worked during an ordinary shift on:

15.3.1 Saturday – Time and one half of the shift hours;

15.3.2 Sunday – Double Time; and

15.3.3 Agreement / Public Holiday – Double Time and an ordinary day's pay.

- 15.4 Change of Roster

15.4.1 Shift workers should normally be given at least five days' notice of a change of shift or a change of roster. Where this is not possible the employee will be paid double time for the first shift after the change.

15.4.2 Where an employee is given less than five days' notice of a change of shift or roster and the change results in the employee working additional shifts, then the employee shall be allowed an equal amount of time off at a mutually agreed time. If it is not practical for the employee to be allowed time off within four weeks, the employee shall be paid for the extra shifts at double time.

15.4.3 The provisions in 15.4.1 and 15.4.2 above do not apply to employees who are classified as relief shiftworkers.

- 15.5 Day workers who are required to work shifts

15.5.1 Day workers may be required to work shifts.

15.5.2 Day workers who are required to work shifts shall be paid not less than an additional 30 percent for the first 10 afternoon and/or night shifts in lieu of the shift allowance. The shift allowance is still payable where the shifts occur on a Saturday, Sunday or Agreement / Public Holiday.

15.5.3 After working 10 consecutively rostered afternoon and / or night shifts, unbroken by a return to normal day work, an employee shall be deemed to be a shiftworker.

15.5.4 The additional payments in Sub-clause 15.5.2 do not apply where a day worker is appointed to shiftwork at the employees own request, or as a result of having applied for and obtained a permanent position involving shiftwork.

- 15.6 "Continuous Afternoon or Night Work" is work that is performed continuously in the afternoon or night. A person working continuous afternoon or night work is not considered to be a shiftworker as defined above at 15.1.1

15.6.1 A day worker who is required to commence working continuous afternoon or night work shall be paid for the first five shifts at time and a half or at the rate otherwise provided in this agreement, whichever is the greater. These

shifts may be organised so that an employee receives at least a full week's pay.

15.6.2 After working five consecutively rostered continuous afternoon or night shifts, unbroken by a return to normal day work, the employee is deemed to be a continuous afternoon or night worker.

15.6.3 An employee engaged on continuous afternoon work or continuous night work as defined in this agreement, who works on:

15.6.3.1 any day other than an Agreement / Public Holiday shall be paid -ordinary rates plus 30% for all time worked;

15.6.3.2 on an Agreement / Public Holiday shall be paid- ordinary rates plus 30% for all time worked in addition to an ordinary day's pay.

15.6.4 The additional payments in Sub-clause 15.6.1 do not apply where a day worker is appointed to shiftwork at the employees own request, or as a result of having applied for and obtained a permanent position involving shiftwork.

15.7 This clause applies except where a Local Workplace Flexibility Agreement is in place.

16. OVERTIME

16.1 Subject to Clause 16.2, EnergyAustralia may require an employee to work reasonable overtime at overtime rates.

16.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

16.2.1 Any risk to the employees' health and safety;

16.2.2 The employee's personal circumstances including any family responsibilities;

16.2.3 The needs of the workplace;

16.2.4 The notice (if any) given by EnergyAustralia of the overtime and by the employee of his or her intention to refuse it; and

16.2.5 Any other relevant matter.

16.3 All time worked in excess of the scheduled ordinary hours shall be overtime unless the employee and the manager have altered them by agreement on a casual basis in accordance with Clause 14.1 Hours of Work.

16.4 All time worked outside the period 0600 – 1800 hours Monday to Friday shall be overtime unless the majority of employees and their manager have entered into a Local Workplace Flexibility agreement which complies with Clause 24 Local Workplace Flexibility.

- 16.5 All overtime which commences between midnight Sunday and midday Saturday shall be paid at time and a half for the first two hours and double time thereafter.
- 16.6 All overtime which commences between midday Saturday and midnight Sunday shall be paid at double time.
- 16.7 All overtime which commences on an Agreement/ Public Holiday is paid at double time and a half until the employee finishes:
- 16.7.1 In the case of day workers, all work done on an Agreement/ Public Holiday during the time which would have been the employee's normal working time is paid at triple time.
- 16.8 All overtime worked by shiftworkers on a day on which they are rostered off shall be paid at double time until released from duty. Shiftworkers are not entitled to overtime as a result of changed shifts which they organise amongst themselves.
- 16.9 No payment will be made for unauthorised overtime.
- 16.10 Where overtime is necessary, whenever possible it shall be organised so that employees shall have at least 10 consecutive hours off duty. If so much overtime is worked that an employee cannot take a 10 consecutive hour break before the normal commencement time, they shall be entitled to time off without loss of normal pay until they have had a 10 consecutive hour break. If a 10 hour break is not given then the employee is paid double time for all hours worked until a 10 consecutive hour break is taken.
- 16.11 An employee who is recalled to work overtime and is not On Call as provided in Clause 17 On Call shall be paid for a minimum of four hours at the appropriate overtime rate.
- The payment for an employee who is recalled to work overtime commences from the time the employee receives the call and continues until the employee arrives home.
- Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job to which the employee was recalled, or which the employee was required to perform, is completed within a shorter period.
- 16.12 If a dayworker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight hours and 0400 hours, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.
- 16.13 If an employee is required to resume duty after being recalled to work overtime which exceeds four hours, whether continuous or not, before having a ten hour break, the employee shall be paid double time for all hours worked until a break of ten consecutive hours has been taken.

- 16.14 This clause shall not apply to employees working in positions at Pay Point 54 or above unless otherwise approved.
- 16.15 Except where overtime is continuous (subject to a reasonable meal break) with the usual commencing or ceasing times of either a day worker's ordinary working hours or a shift worker's ordinary rostered shift on a day upon which the employee has been rostered on, "Recalled to work overtime" means:
- 16.15.1 a direction given to an employee to commence overtime work at a specified time which is two hours or more prior to either the employee's usual or rostered commencing time, or one hour or more after the employee's usual or rostered ceasing time (whether notified before or after leaving the employee's place of work); or,
- 16.15.2 a notification given to an employee after completion of the employee's day's work directing the employee to take up overtime work; or,
- 16.15.3 a notification given to an employee whose normal hours do not include work on a Saturday, Sunday or Agreement holiday to work on any such day; or
- 16.15.4 a notification given to a shift worker to work on a rostered day off.
- 16.16 This clause applies except where a Local Workplace Flexibility Agreement is in place.

17. ON CALL

- 17.1 An employee who is on call shall be paid the amount in Appendix 1D, Extra Rates, Item No's 6, 7 and 8.
- 17.2 An employee who is on call for less than a whole week shall be paid one fifth of the allowance for each working day (Monday – Friday) or part thereof and one quarter of the allowance for each Saturday, Sunday or Agreement/Public Holiday or part thereof up to a maximum of the full allowance.
- 17.3 An employee who is on call is required to be available for emergency and/or breakdown work at all times outside the employee's usual hours of duty. Upon receiving a call for duty, the employee is to proceed directly to the job.
- 17.3.1 Emergency and/or breakdown work includes restoring supply to our customers or making equipment safe which has failed or is likely to fail or maintenance work which is essential to prevent a supply failure. This includes work not only on EnergyAustralia's equipment but also on our customers' equipment.
- 17.4 Payment for a call out shall commence from the time the employee receives a call and continues until the employee arrives back home. Payment is at the appropriate overtime rate as detailed in Sub-clause 17.6.

- 17.4.1 Employees who are on call are not confined to their homes but they must be reasonably available so that they would not be delayed by more than 15 minutes in addition to the time it would normally take to travel from their homes to the place where the work is to be performed. Any delays in excess of 15 minutes will not be paid unless specifically authorised.
- 17.5 An employee may be required to attend any other calls which arise prior to returning home.
- 17.6 Call-outs are paid at double time with a minimum one-hour payment. Call-outs during an Agreement/Public Holiday are paid at double time and a half with a minimum one hour payment.
- 17.7 Employees who are called out are entitled to a minimum of one hour's pay at double time each time they are called out.
- 17.8 If a dayworker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight hours and 0400 hours, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.
- 17.9 If an employee is required to resume duty after a call out which exceeds four hours, whether continuous or not, before having a ten hour break, the employee shall be paid double time for all hours worked until a break of ten consecutive hours has been taken.
- 17.10 Normal meal break and meal allowance provisions apply to overtime worked on call-outs.
- 17.11 This clause shall not apply to employees working in positions at Pay Point 54 or above unless otherwise approved.
- 17.12 This clause applies except where a Local Workplace Flexibility Agreement is in place.

18. STANDING BY

- 18.1 This clause applies to employees who are directed to stand-by in readiness to work overtime. It does not apply to employees who are on call.
- 18.2 Employees who are standing by shall be paid at ordinary rates from the time the employee commences standing by until the time the employee is directed to commence overtime or to cease standing by.
- 18.3 This clause applies except where a Local Workplace Flexibility Agreement is in place.

19. MEAL BREAK / MEAL ALLOWANCE

- 19.1 Meal breaks during ordinary hours shall be of at least a half hour duration. The actual duration and timing of the break shall be set after considering the location and nature of the work and may be altered from time to time in consultation with the employees concerned.

- 19.2 If an employee is required to work longer than five ordinary hours without a meal or work break, they shall be paid time and a half until a meal break is taken.
- 19.3 Meal Breaks and Meal Allowances are subject to the following conditions:
- 19.3.1 For all overtime which commences immediately after an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes and a meal allowance after the first hour and a half actually worked. The second meal break and second meal allowance become an entitlement after a total of 4 hours actually worked. Every subsequent period of 4 hours actually worked shall entitle the employee to another meal break and meal allowance.
- 19.3.2 For all overtime which commences immediately before an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes after each period of 4 hours actually worked. The employee shall be entitled to a meal allowance after the first 2 hours actually worked. Another meal allowance shall become an entitlement after a total of 8 hours are actually worked. Every subsequent period of 4 hours actually worked shall entitle the employee to another meal allowance.
- 19.3.3 For all overtime which is not continuous with an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes and a meal allowance after each period of 4 hours actually worked.
- 19.4 An employee may, by mutual agreement, extend a meal break on overtime up to a total period of one hour provided that any time in excess of 20 minutes is unpaid.
- 19.5 Meal breaks which occur during periods of overtime should be taken at the time they fall due unless the employee seeks to defer the break to a later time.
- 19.6 This clause applies except where a Local Workplace Flexibility Agreement is in place.

20. PART-TIME EMPLOYMENT

- 20.1 A part-time employee shall be paid a pro rata rate commensurate with their normal hours worked each week.
- 20.2 A part-time employee shall be entitled to all service entitlements on a pro-rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.
- 20.3 The Parties will consult before introducing a new area of part-time employment.

21. CASUAL EMPLOYMENT

- 21.1 Casual Employees shall be paid a loading of 20 per cent which shall be in lieu of all entitlements provided under this Agreement including sick leave and annual leave other than those prescribed below:
- 21.1.1 Long Service Leave in accordance with the Long Service Leave Act.

- 21.1.2 Time and half plus the 20 per cent loading for all hours worked in excess of 8 per day or 72 hours per fortnight or outside the spread of hours or on a Saturday before midday.
- 21.1.3 Double time plus 20 per cent for all hours worked after midday on a Saturday or on a Sunday or an Agreement/Public Holiday.
- 21.1.4 Casual employees shall be eligible for meal allowances and meal breaks as provided in Clause 19 Meal Break/ Meal Allowance of this Agreement.
- 21.2 Provided that casual employment will not be introduced into any new area of EnergyAustralia's operations without prior consultation with the relevant union or unions.
- 21.3 The objective of this clause is for EnergyAustralia to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in EnergyAustralia's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
 - 21.3.1 A casual employee engaged by EnergyAustralia on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have their ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this sub-clause.
 - 21.3.2 EnergyAustralia shall give such an employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains their right of election under this sub-clause if EnergyAustralia fails to comply with this notice requirement.
 - 21.3.3 Any casual employee who has a right to elect under Sub-clause 21.3.1, upon receiving notice under Sub-clause 21.3.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to EnergyAustralia that they seek to elect to convert their ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, EnergyAustralia shall consent to or refuse the election, but shall not unreasonably so refuse. Where EnergyAustralia refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through EnergyAustralia's Grievance Procedure, or the Disputes resolution procedure contained in Clause 5.
 - 21.3.4 Any casual employee who does not, within four weeks of receiving written notice from EnergyAustralia, elect to convert their ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

21.3.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with EnergyAustralia.

21.3.6 If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with Sub-Clause 21.3.3, EnergyAustralia and the employee shall, in accordance with this paragraph, and subject to Clause 21.3.3 discuss and agree upon:

21.3.6.1 whether the employee will convert to full-time or part-time employee; and

21.3.6.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this agreement pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996 (NSW)*;

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

21.3.7 Following an agreement being reached pursuant to Sub-clause 21.3.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through EnergyAustralia's Grievance Procedure, or the disputes resolution procedure contained in Clause 5.

21.3.8 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this sub-clause.

21.3.9 Disputes regarding the Application of this sub-clause

Where a dispute arises as to the application or implementation of Sub-clause 21.3, the matter shall be dealt with pursuant to EnergyAustralia's Grievance Procedure, or the disputes resolution procedure contained in Clause 5.

22. FIXED TERM EMPLOYMENT

22.1 Fixed term employees shall be paid and be entitled to all the conditions under this Agreement which are appropriate.

22.2 A fixed term employee does not include a casual employee.

23. JOB SHARING

- 23.1 Job sharing is a particular type of work where one or more full-time positions are shared by two or more employees to cover an agreed span of hours.
- 23.2 Where a full-time employee requests to convert to part-time work and their current position needs someone on duty full-time, a job sharing arrangements may be suitable.
- 23.3 A job-sharer shall be paid a pro rata rate commensurate with their normal hours worked each week.
- 23.4 A job-sharer shall be entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.
- 23.5 The Parties will consult before introducing a new area of job sharing.
- 23.6 In the event that one of the employees sharing a job either resigns or is appointed to another position, the remaining employee will be offered the opportunity to be appointed to the position on a full-time basis.
- 23.7 A breakdown in an existing job-share arrangement will not be used as an opportunity to change the full-time status of that position without full consultation with the appropriate union(s) partner(s).

24. LOCAL WORKPLACE FLEXIBILITY

- 24.1 This clause is intended to provide the means by which different conditions of employment may be provided as a result of an arrangement which is mutually agreed at the local workplace.
- 24.2 This clause is intended to apply to classifications or work groups of employees, not individuals.
- 24.3 A Local Workplace Flexibility Agreement may provide for different conditions of employment than are provided in the following clauses:
- Clause 14 Hours of Work (Span of Hours)
 - Clause 15 Shift Work
 - Clause 16 Overtime
 - Clause 17 On Call
 - Clause 18 Standing By
 - Clause 19 Meal Break
 - Clause 39 Excess Travel
- 24.4 A Local Workplace Flexibility Agreement may only provide for different conditions of employment where the following requirements have been complied with:
- 24.4.1 The employees are not disadvantaged when the local workplace agreement is viewed as a whole.

- 24.4.2 The majority of employees affected agree after taking all views into consideration including the need to maintain effective working relationships.
 - 24.4.3 The appropriate union has been advised prior to the commencement of discussions with the employees concerned.
 - 24.4.4 The Local Workplace Flexibility Agreement is not contrary to any law and does not jeopardise safety.
 - 24.4.5 The Local Workplace Flexibility Agreement will improve efficiency and/or customer service and/or job satisfaction.
 - 24.4.6 Local Workplace Flexibility Agreements shall be signed by the manager of the EnergyAustralia business unit, the relevant union, and a representative of Unions NSW. Where more than one union has coverage of the position affected by the Local Workplace Flexibility Agreement then the unions with coverage and Unions NSW will be signatories to the Agreement.
 - 24.4.7 Managers shall give fair consideration to requests from staff for flexible work arrangements and ensure that work arrangements do not discriminate or work against particular employees.
- 24.5 Individual employees may opt out of a local workplace agreement if its operation will cause him/her genuine personal or family hardship and they can do so without disrupting the pattern of work or inconvenience customers. Transfer to another equivalent position will be considered in these circumstances.

25. ANNUAL LEAVE

- 25.1 Employees excluding shift workers shall accumulate 144 hours of annual leave in each complete year of service.
- 25.2 This leave will be approved by EnergyAustralia provided that adequate employees are available to meet the needs of the organisation.
- 25.3 Annual leave may be taken in any combination of separate periods. These should be taken in whole days.
- 25.4 Payment for annual leave shall be at the ordinary rate of pay. See Clause 42 Higher Grade Pay in relation to Higher Grade Pay.
- 25.5 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.
- 25.6 Any Agreement/ Public Holidays which occur during annual leave shall not be deducted from annual leave entitlements.
- 25.7 Rostered days off do not accrue during periods of annual leave.

- 25.8 Seven-day shiftworkers shall accumulate 200 hours of annual leave in each complete year of service. Other shiftworkers shall accumulate 160 hours of annual leave in each complete year of service.
- 25.9 Employees who have worked as seven-day shiftworkers for part of a year shall receive a pro rata entitlement to additional annual leave.
- 25.10 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 ordinary rate which applied at the time employment ceased. (See Clause 42 in relation to Higher Grade Pay).
- 25.11 Employees shall not commence annual leave whilst on sick leave or accident leave.
- 25.12 All annual leave is paid at the employee's ordinary rate of pay which includes, all purpose allowances as defined and higher grade pay where applicable (See Clause 42 Higher Grade Pay). Shiftworkers are paid for their annual leave at their ordinary rate inclusive of shift allowances or receive an annualised holiday loading paid at 1.65% each week, whichever is the greater.
- 25.13 Employees may use single days of annual leave to look after sick relatives or deal with emergencies. In these circumstances, the employee should provide his/her manager with as much notice as possible before the scheduled start of work.

26. SICK LEAVE

- 26.1 Employees are entitled to access paid sick leave when their personal illness or injury prevents them from attending their workplace.
- 26.2 Visits to a doctor or dentist during the employee's normal working hours and any other part day absences will be debited against the employee's sick leave entitlements.
- 26.3 Sick leave will not be paid where the absence arises from participation in any activity where the employee is paid by other than EnergyAustralia.
- 26.4 In determining an employee's total sick leave credit, service with an organisation which has merged with EnergyAustralia will be taken into account.
- 26.5 Where an employee has exhausted their entitlement to paid sick leave, additional leave with pay may be granted if the circumstances warrant it.
- 26.6 Where an employee has exhausted their entitlement to paid sick leave, and is granted leave without pay, that period may or may not count as service as determined by EnergyAustralia.

- 26.7 After three months an employee is entitled to 24 hours sick leave
After a total of six months an employee is entitled to an additional 32 hours
After a total of 12 months an employee is entitled to an additional 64 hours.
After a total of 18 months an employee is entitled to an additional 48 hours.
After a total of 24 months an employee is entitled to an additional 72 hours.
After a total of 36 months an employee is entitled to an additional 120 hours
After a total of 48 months an employee is entitled to an additional 120 hour.
After a total of 60 months an employee is entitled to an additional 144 hours
After every 12 months thereafter an employee is entitled to an additional 144 hours.
Any untaken portion of the entitlement shall accumulate for use in future years.
- 26.8 An employee who is diagnosed as being so sick that they are not expected to ever be fit for normal duties shall be "Retired-Ill Health". The date of retirement will normally be the date that their sick leave entitlements are exhausted. However, the employee will have the option to take a lump sum payment for sick leave in accordance with Clause 38 Cashing in Sick Leave and retire after any sick leave which accrued after 15 February 1993 has been exhausted. No additional sick leave entitlements will accrue from the date the diagnosis is made.
- 26.9 If an employee provides medical evidence that they were injured or sick whilst on annual leave or long service leave to such an extent that they were unable to derive benefit from the leave, then the period of leave which is affected will be recredited provided it is at least of five consecutive working days duration.
- 26.10 Agreement/Public Holidays and RDO's which occur during periods of sick leave are not counted as sick leave.
- 26.11 Subject to Sub-clause 26.12 below, a certificate from a medical practitioner is required for all claims for sick pay which exceed two working days. However, where the relevant manager considers an employee's sick leave record to be unsatisfactory, the employee may be required to produce a medical certificate to cover all absences for the next 12 months.
- 26.12 Claims for sick leave and/or pay not covered by a medical certificate shall not be made more frequently in any year of service than:
- In the case of employees with less than 1 years service, a medical certificate is required for all occasions where a claim for paid sick leave is made;
 - in the case of employees with 1 year but less than 5 years service - 4 occasions in a service year;
 - in the case of employees with 5 years or more service – 7 occasions in a service year.
- 26.13 Paid sick leave will not be available for absences on either the last working day before, or the first working day after, an Agreement/Public Holiday provided for in Clause 34, annual leave or long service leave unless a medical certificate is provided.

- 26.14 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, and
 - Date of issue.
- * While it is reasonable for EnergyAustralia to ask the reason for an absence, the employee and treating doctor can decide how much detail is provided.
- 26.15 Where an employee is required to obtain a medical certificate it should be obtained during the period of absence on sick leave and not be obtained retrospectively. This requirement may be waived in extenuating circumstances.
- 26.16 Part day absences shall be debited against the employee's sick leave entitlement.
- 26.17 Employees will make reasonable efforts to notify their supervisor as close to the normal start time as practical if they are going to be absent on sick leave.
- 26.18 If there is any dispute about a doctor's diagnosis in relation to sick leave, a second opinion may be obtained from another doctor jointly selected by the parties. This second opinion will be deemed to settle the dispute. Any cost for obtaining the second opinion will be paid by the party that the decision goes against.

27. LONG SERVICE LEAVE

- 27.1 Long Service Leave shall accrue according to the following scale:
- | | |
|--|----------------------|
| After 10 years' service | 13 weeks |
| After 15 years' service | Additional 8½ weeks |
| After 20 years' service | Additional 13½ weeks |
| After each additional 5 years' service | Additional 13 weeks |
- 27.2 All long service leave is paid at the employee's ordinary rate of pay as defined.
- 27.3 An employee who has completed five 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 day.
- 27.4 An employee who has completed 10 or more years' service with EnergyAustralia 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:
- | | |
|----------------------------------|--------------------|
| 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 day.

- 27.5 Employees who have continuity of service with an organisation which merged with EnergyAustralia or whose service with a previous employing organisation is recognised by EnergyAustralia for long service leave purposes, will have that service and any periods of long service leave taken into consideration in calculating their entitlement in terms of Clause 37, Calculation of Service.
- 27.6 Employees shall not commence long service leave whilst on sick or accident leave
- 27.7 Employees shall give at least four weeks' notice of their intention to take long service leave. Shorter notice may be agreed, subject to work requirements.
- 27.8 Long service leave may be taken at half pay. All long service leave will be taken in amounts no less than one day.

28. ACCIDENT LEAVE AND PAY

- 28.1 **"Accident Pay"** means an amount of pay equal to the difference between the amount of workers' compensation received and the ordinary rate of pay.
- 28.2 Where an employee has been injured in the course of employment at 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.
- 28.3 Additional periods of accident pay may be granted by EnergyAustralia where circumstances warrant it.
- 28.4 A certificate from a medical practitioner is required for all claims for accident pay. If there is any dispute between doctors, the parties will select a third doctor whose opinion will settle the matter of accident pay.
- This will not determine the issue of liability which will be settled by the Workers' Compensation Commission if the parties cannot agree.
- 28.5 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, and
 - Date of issue
- 28.6 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 the 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.

29. SPECIAL LEAVE

- 29.1 Special Leave may be granted for the following purposes:
 - 29.1.1 Bereavement (other than a casual employee),
 - 29.1.2 Blood donations,
 - 29.1.3 Attending to union matters, including training and official conferences,
 - 29.1.4 Attending Employee Assistance Program,
 - 29.1.5 Personal.
- 29.2 Special Leave may be granted with or without pay by agreement.
- 29.3 Special Leave may or may not count for service by agreement.
- 29.4 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 normal rate of pay and the amount paid for jury service.
- 29.5 Special Leave with pay will be granted to employees for their first appointment under the Employee Assistance Program. Subsequent appointments are subject to sub-Clauses 29.2 and 29.3 above.
- 29.6 Employees are encouraged to use RDO's or single days of annual leave to cover other absences. The employee should provide his/her manager with as much notice as possible before the scheduled start of work.
- 29.7 An employee who is required to attend military training will have such periods counted as part of service, up to a maximum of 14 days per year. The employee will be paid the difference between the ordinary rate currently paid, and amount paid for military training, on production of evidence of the employee's attendance and money paid to the employee.

30. BEREAVEMENT ENTITLEMENTS FOR CASUAL EMPLOYEES

- 30.1 Subject to the evidentiary and notice requirements in Sub-clauses 31.2 and 31.4 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Sub-clause 31.3.2 of Clause 31 Personal/Carers Leave
- 30.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- 30.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

31. PERSONAL/ CARER'S LEAVE

- 31.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 31.3.2, 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 26 "Sick Leave", for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of one day.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 5 should be followed.

- 31.2 The employee shall, if required,

31.2.1 establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

31.2.2 establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this sub-clause where another person had taken leave to care for the same person.

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

31.3.1 the employee being responsible for the care and support of the person concerned; and,

31.3.2 the person concerned being:

31.3.2.1 a spouse of the employee; or

31.3.2.2 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

31.3.2.3 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

31.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

31.3.2.5 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.

31.4 An employee shall, wherever practicable, give the employer reasonable notice prior to 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.

31.5 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 31.3.2 above who is ill or who requires care due to an unexpected emergency.

31.6 An employee may elect with the consent of the employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties, for the purposes of providing care to a class of person set out in Sub-clause 31.3.2.

31.6.1. An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

31.7 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

31.8 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

31.9 If, having elected to take time as leave, in accordance with Sub-clause 31.7, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

31.10 Where no election is made in accordance with the said Sub-clause 31.7, the employee shall be paid overtime rates in accordance with the Agreement.

31.11 An employee may elect, with the consent of EnergyAustralia, to work 'make-up time' under which the employee takes time off ordinary hours, and works those hours at a

later time, during the spread of ordinary hours provided in the agreement, at the ordinary rate of pay.

- 31.12 An employee on shift work may elect, with the consent of the employer, work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- 31.13 An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- 31.14 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- 31.15 An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 31.16 This sub-clause is subject to the employer informing each union which is both party to the Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- 31.17 Personal Carers Entitlement for casual employees
- 31.17.1 Subject to the evidentiary and notice requirements in Sub-clauses 31.2 and 31.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Sub-clause 31.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 31.17.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 31.17.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

32. PARENTAL LEAVE

32.1 The provisions of the Industrial Relations Act 1996 shall apply. The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996. The provisions within this clause shall also operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.

32.2 MATERNITY LEAVE

32.2.1 Employees who are eligible for maternity leave without pay under the Industrial Relations Act 1996 shall be entitled to receive up to fourteen weeks of paid leave (or 28 weeks at half pay) included in the 12 months approved under the Act at their ordinary rate of remuneration to assist the employee's ability to reconcile work and family responsibilities and to return to work within the maximum timeframe, if consented, as determined at Clause 32.4.1.2

32.2.2 an employer must not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) because:

32.2.3 the employee or employee's spouse is pregnant; or

32.2.4 the employee is or has been immediately absent on parental leave,

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

32.2.6 Right to request

32.2.6.1 An employee entitled to parental leave may request the employer to allow the employee:

32.2.6.1.1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

32.2.6.1.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

32.2.6.1.3 to return from a period of parental leave on a part-time basis until the child reaches school age;

32.2.6.1.4 to assist the employee in reconciling work and parental responsibilities.

32.2.7 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

32.3 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clause 32.2.6.1 and 32.2.7 must be recorded in writing.

32.3.1 Request to return to work part-time

Where an employee wishes to make a request under Clause 32.2.6.1.3 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

32.4 OTHER PARENT LEAVE

32.4.1 Employees covered by this agreement who are not eligible to maternity leave as set out in Clause 32.2 above, shall be entitled to one week's paid parental leave on successful application, in accordance with EnergyAustralia's parental leave policy.

32.5 Communication during all forms of parental leave

32.5.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

32.5.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

32.5.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

32.5.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

32.5.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 32.5.1.

33. CAREER BREAK

- 33.1 Employees are eligible to apply for a career break to meet personal, family or community responsibilities - e.g. study, child rearing, looking after a sick relative, personal development, etc.
- 33.2 A career break provides between three months and one year of unpaid leave and may be combined with other leave to provide a total period of absence up to two years.
- 33.3 Employees who take a career break maintain continuity of employment but the period of leave does not count for service.
- 33.4 Employees who take a career break will be able to return to either their old position or an equivalent position.

34. AGREEMENT / PUBLIC HOLIDAYS

- 34.1 The days on which the following holidays are gazetted shall be days off work without loss of pay:
 - New Year's Day
 - Australia Day
 - *EnergyAustralia Employee Day
 - Good Friday
 - Easter Saturday
 - Easter Monday
 - Anzac Day
 - Queen's Birthday
 - Labour Day
 - Christmas Day
 - Boxing Day
- 34.2 Energy Australia Employee Day is an employee day for all employees who are covered under this Agreement.
 - *For ex-Sydney Electricity employees this will be the second Friday in March. For ex-Orion Energy employees this will be a day determined between the parties.
- 34.3 In addition, employees shall be entitled to the day off work without loss of pay for any other days which are gazetted as Public Holidays throughout NSW.
- 34.4 Any Agreement/ Public Holiday which falls during a period of annual leave, sick leave or long service leave, shall not be debited against that leave.
- 34.5 If an Agreement/ Public Holiday occurs on an employee's scheduled day off or rostered day off then the employee shall receive an additional day's pay at the ordinary rate or shall be entitled to another day off in lieu.

- 34.6 An employee who is absent from duty without approval on the working day prior to, or the working day after, an Agreement/Public Holiday shall not be entitled to pay for that holiday or the unauthorised absence.
- 34.7 Where an employee has been on unauthorised leave for more than five consecutive working days, which may include an RDO, the employee is not eligible to be paid for any Agreement/ Public Holidays which occur during the leave.
- 34.8 An employee who is on call on an Agreement/ Public Holiday shall be entitled to another day off in lieu.

35. ROSTERED DAYS OFF

- 35.1 A rostered day off occurs in the system of working a 9 day fortnight and is defined as a weekday Monday to Friday on which an employee is not required to work because the employee has worked additional time which has accrued towards a day off.

The normal working arrangement for employees is nine eight-hour days per fortnight and RDO's are normally taken on a Monday or Friday.

This may be varied using a Workplace Flexibility Agreement.

- 35.1.1 Those Employees working in the Contact Centre as Customer Service Representatives or Team Leaders with access to RDOs shall have their RDOs rostered on a rolling basis across Monday-Friday within a 12 month timetable, based on business requirements.

- 35.2 Employees can accumulate up to five RDO's which can be taken at any time subject to mutual agreement after having regard to the needs of the work area and the needs of the employees.

When an employee takes more than two consecutive RDO's and another employee acts in his/her job, then that employee shall be eligible for higher grade pay.

- 35.3 If employees need time off to look after a sick relative or for an emergency or unforeseen event, they are encouraged to use accumulated RDO's or to take an RDO in advance. In all circumstances, the employee should provide his/ her manager with as much notice as possible before commencing the absence.
- 35.4 The number of RDO's which an employee may take in a year when 4 weeks' annual leave is taken, is limited to 24.

36. TERMS OF EMPLOYMENT

36.1 EnergyAustralia shall give an employee the following periods of notice or payment in lieu:

Employee's period of continuous service with EnergyAustralia (See Clause 37 Calculation of Service)	Period of Notice
Less than 1 year	1 week
Between 1 and 3 years	2 weeks
Between 3 and 5 years	3 weeks
More than 5 years	4 weeks

This period of notice given by EnergyAustralia is increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service with EnergyAustralia.

This shall not limit EnergyAustralia's right to dismiss an employee without notice for serious misconduct. Employees shall provide EnergyAustralia with not less than one week's notice of termination or forfeit one week's wages in lieu.

36.2 If an employee is absent without notifying EnergyAustralia for a continuous period of five working days (including RDO's) without reasonable cause, they will be considered to have abandoned their employment and may be dismissed effective from the last day actually worked.

36.3 The decision to dismiss an employee shall rest with the relevant Executive General Manager.

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

36.5 An employee may be required to work reasonable overtime, unless the employee has reasonable grounds for refusing.

36.6 Money cannot be deducted from an employee's pay without written authority from the employee except where an employee leaves EnergyAustralia and annual leave has been taken in advance but has not yet accrued on a pro rata basis.

36.7 Employees are not entitled to pay in the following circumstances:

36.7.1 where an employee is absent without authorisation, or

36.7.2 where an employee is absent due to sickness but has no entitlement to paid sick leave, or

36.8 Suspension without pay for an appropriate time may be applied as an alternative to dismissal. This should be discussed with the employee and the relevant union before a final decision is made.

37. CALCULATION OF SERVICE

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

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

37.2.1 Sick leave without pay

37.2.2 Parental leave without pay

37.2.3 Leave without pay, whether authorised or not

37.2.4 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.

37.3 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.

37.4 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.

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

37.5.1 Prior service with approved Government Departments will be recognised. This provision only applies for employees who were employed before 1 March 1996.

37.5.2 Prior service with approved NSW Authorities will be recognised.

37.5.3 Prior service with former local government regulated distributors which were engaged in electricity distribution will be recognised.

37.5.4 Prior service with approved State-Owned Corporations will be recognised.

Prior service with the Australian Public Service will no longer be recognised after 1st March, 1996.

37.6 New employees recruited from the New South Wales Public Service after 1st 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.

37.7 For the purposes of 37.5 and 37.6 above, the period of service for recognition must be 'continuous', which is defined as follows:

37.7.1 the employee entered on duty in EnergyAustralia on the next working day following cessation of employment with the recognised former employer; or

37.7.2 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.

37.8 The Manager Employment Operations shall determine whether any transferred officers application is relevant in accordance with the relevant legislation and policy and administer those applications which accord with the appropriate criteria.

38. CASHING IN SICK LEAVE

38.1 Where an employee retires at age 55 or above or accepts voluntary redundancy/early retirement or is retired on medical grounds arising from illness or accident, the employee shall be paid at the ordinary rate of pay applicable to the employee's appointed grade at the date of termination for his/her accumulated untaken sick leave up to the date of termination as calculated below.

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

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

Step 2: Calculate the number of hours 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 hours of accumulated sick leave that may be cashed-in is the lesser of the numbers calculated under Step 1 and Step 2.

38.3 The intention of Sub-clauses 38.1 and 38.2 above is to ensure that when an employee is obliged to use sick leave credits accumulated prior to 15 February 1993, then such leave will be re-credited to the pre 15 February 1993 balance when the employee is again entitled to the annual sick leave credits available in the following year of service.

39. EXCESS TRAVEL

39.1 Excess travel time is defined as additional travelling time incurred by an employee in the following circumstances where:

39.1.1 the employee is directed to start work at a location which takes longer to travel to or from their home than to the usual place of work;

39.1.2 the employee is transferred to a new place of work which takes longer to travel to or from their home than to the former place of work. See also Sub-clause 39.2.

39.1.3 the employee is required to work overtime or is called out on a day which is not their normal working day. See also Sub-clause 39.5.

Where the employee does not have a usual place of work but instead has a nominal headquarters to which they are attached, for the purpose of calculating excess travel the headquarters are treated as the usual place of work.

39.2 Where an employee is transferred to a new place of work, payment for any excess travel shall only continue for the first six months. This does not include transfers or appointments made at the employee's request or which are made for disciplinary reasons.

39.3 Payments for excess travel shall be calculated by estimating the actual travel time and distance by road. Excess travel time shall be calculated at ordinary rates for journeys undertaken Monday to Saturday inclusive and at ordinary time plus a half on Sundays and Agreement/Public Holidays. This does not apply to travel time undertaken for a call-out which is covered in Sub-clause 39.5.

Reimbursement for the distance travelled is not paid in any circumstances where an employee travels in an EnergyAustralia vehicle.

39.4 Excess travel is not paid for journeys undertaken during work time.

39.5 Where an employee is called out, all travelling time is paid at the appropriate overtime rate. The minimum payment of four hours includes any excess travel time where the total time for the job plus travel to and from the job is four hours or less.

39.6 An employee will be paid for his/her actual excess travel time and fares or the amount calculated under 39.3 above, whichever is the greater. Where an employee believes he/she has not at least been paid for the actual excess travel time and fares, he/she should submit a claim providing sufficient details about the actual mode of transport and the duration of travel for the claim to be assessed and paid.

39.7 Employees who travel in an EnergyAustralia vehicle are only entitled to payment for any excess travel time which exceeds 30 minutes per journey except when they are called out or work overtime on a day which is not a normal working day, in this case they are entitled to payment for all travelling time.

39.8 Notwithstanding Sub-clause 39.7 above, employees who travel to and from work in an EnergyAustralia vehicle shall not be entitled to payment for excess travel if the payment means it is no longer worthwhile to EnergyAustralia for the employee to take a vehicle to and from work. Payment for excess travel to employees who use an EnergyAustralia vehicle must be authorised by the relevant Executive General Manager.

39.9 This clause shall not apply to employees working in positions at or above Pay Point 54 unless otherwise approved.

39.10 This clause applies except where a Local Workplace Flexibility Agreement is in place.

40. PROVISION OF TRANSPORT

Where an employee is directed to work overtime or on a shift on which they are not regularly rostered and they finish work at a time when reasonable means of transport is not available, EnergyAustralia shall provide the employee with a conveyance to the employee's home.

41. PROTECTIVE CLOTHING AND EQUIPMENT

41.1 Each employee shall be responsible for the proper care of tools and proper care and laundering of protective clothing issued to them.

41.2 New protective clothing and equipment and tools will be issued as required to replace items which are subject to normal wear and tear.

41.3 Employees will be issued with protective clothing, tools and equipment which is suitable for carrying out work safely in the prevailing conditions.

41.4 Employees may be required to replace any protective clothing, tools or equipment which is damaged as a result of misuse or negligence.

41.5 Employees are not permitted to use protective clothing, tools, vehicles or equipment which is provided by EnergyAustralia while engaged in any employment other than with EnergyAustralia.

41.6 Employees who are provided with protective clothing shall wear it.

41.7 EnergyAustralia's policy on protective clothing will be based on the recommendations of the joint employer/employee/union Clothing Committee.

42. HIGHER GRADE PAY

42.1 The introduction of skills-based classifications means that higher grade pay will no longer be applicable within classification groupings because employees will be paid for the full range of duties that they would be expected to use from time to time. Higher Grade duties still apply where employees take on higher responsibilities and duties which are beyond the scope of their classification grouping - e.g. a Technician acting as a Field Co-ordinator, Superintendent etc.

42.2 Employees who are required to carry out duties of a higher grade which are not recognised within the scope of their normal classification grouping shall be paid the appropriate higher rate for the actual period involved, provided they carry out the duties for a minimum of one hour continuously.

42.3 If an employee has been receiving higher grade pay for a continuous period of 13 weeks immediately prior to commencing annual leave, sick leave or accident leave,

the employee will be paid the higher grade rate for the duration of the absence. Absences on approved leave of five days or less aggregate duration will not cause a break in continuity for the purposes of this sub-clause. In all cases, the payment of higher grade pay whilst on leave will not exceed six months duration. Breaks in Higher Grade duties of five days or less aggregate duration shall not cause a break in continuity for the purposes of this sub-clause.

- 42.4 Agreement/Public Holidays during a period of higher grade duty will be paid at the higher rate.
- 42.5 The higher grade rate will not apply to long service leave or payments made for service entitlements at the termination of employment.
- 42.6 Higher grade pay is paid to an employee who is required to perform higher grade duties to cover the work of an employee who is absent for more than 2 days taken as RDOs.
- 42.7 Undertaking on the job training in a higher graded position does not entitle an employee to higher grade pay unless the person is actually given responsibility for the job - e.g. in a relief role.
- 42.8 Except where an employee is relieving in a vacancy created by an employee on approved leave such as parental leave or long service leave or the work area is being restructured, a period of higher grade pay shall not continue for more than six months before the job is advertised.

43. SUPERANNUATION

43.1 SUPPLEMENTARY SUPERANNUATION

This sub-clause apply to employees who:

- 43.1.1 were employed by Sydney County Council on or before 31 March 1977; and
- 43.1.2 contributed to the same Local Government Superannuation Scheme on 30 April 1990 that he/she was contributing to on 31 March 1977; and
- 43.1.3 compulsorily transferred to the State Authorities Superannuation Scheme on May 1990; and
- 43.1.4 have completed at least 20 years' continuous service with EnergyAustralia and Sydney County Council; and
- 43.1.5 retired age, retired ill-health was dismissed for reasons other than misconduct, took voluntary redundancy or died whilst still employed.

Employees who meet all the above conditions shall be paid a supplementary superannuation benefit equal to the difference between:

43.1.6 $E = 3.5 + 0.07 (S - 20)$

where E = the employee's entitlement measured in weeks of pay per year of service at their 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.

43.1.7 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.

43.1.8 This clause shall not apply to an employee who is a contributor under the provisions of the Superannuation Act 1916.

43.1.9 This clause also applies to employees who were formerly employed by a County Council and who were transferred to EnergyAustralia on 1 January 1980 provided that:

43.1.10 they maintained continuity of service in the transfer;

43.1.11 they fulfil the requirements in Sub-clause 43.1.1 of this clause:

if they meet these criteria, service with Brisbane Waters, St George and MacKellar County Councils prior to being transferred to EnergyAustralia on 1 January 1980 will be counted in calculating any entitlement under this clause.

43.1.12 This sub-clause applies to employees who were employed by the former Shortland County Council/Orion Energy.

Where the service of an employee is terminated by retirement age, retirement ill health or death, the employee, or in the latter case, his legal representative, shall be paid a severance allowance equal to:

the amount calculated at the rate of the employee's final average salary as defined in Section 24 of Part V of the Public Authorities Superannuation Act, 1985, payable at the date of termination based on 5.616 weeks for each completed year the employee was a contributor under the aforesaid Act and proportionately for any fraction of a year on a monthly basis with a maximum period of 224.64 weeks

less:-

the monetary benefits directly attributable to all payments made or to be made in respect of the employee by the provisions of the Public Authorities Superannuation Act, 1985 those benefits being the amount calculated in accordance with the formula set out in Section 26 of the said Act.

43.1.13 Notwithstanding the above mentioned provisions, the severance allowance payable to an employee or an employee's legal representative shall not exceed a sum equivalent to two (2) weeks salary or wage for each year of the employee's local government service and proportionately for a fraction of a year on a monthly basis.

43.2 DEFAULT SUPERANNUATION SCHEME

Subject to the provisions of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

43.3 WAGE SACRIFICE TO SUPERANNUATION

43.3.1 An employee may elect in lieu of being paid an amount of wages to have an equivalent amount paid by way of Superannuation contributions in accordance with the relevant provisions of the EISS.

43.3.2 Where an employee has elected to have an amount paid by way of Superannuation contributions in lieu of wages, any allowance, penalty, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service to which an employee is entitled under this Agreement or any applicable agreement, act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the actual wages paid to the employee and the amount paid under Clause 43.3.1 by way of Superannuation contributions.

43.3.3 Subject to the provisions of relevant superannuation legislation, any Superannuation contributions paid under Clause 43.3 shall be paid to the EISS.

43.3.4 The employee may elect to have an amount paid by way of Superannuation contributions in lieu of wages on joining EnergyAustralia and thereafter may alter the amount paid by way of Superannuation contributions under Clause 43.3 with effect from 1 July each year.

43.3.5 An election to have Superannuation contributions paid in lieu of an amount of wages shall be in writing and may only be made with the consent of both the employee and EnergyAustralia.

43.4 ADDITIONAL EMPLOYER SUPERANNUATION CONTRIBUTION

43.4.1 All employees will receive a 1% increase to their employer superannuation contribution in addition to their existing arrangements effective from 19 December 2006 with a further 1% increase effective from 19 December 2007.

The above increases are in addition to the Commonwealth government superannuation guarantee, which may be varied from time to time. Therefore should any increase to the Commonwealth government

superannuation guarantee occur during the nominal term of this Agreement, the EnergyAustralia additional increases stated above will not be absorbed by any future government increases.

44. APPRENTICES

- 44.1 Apprentices who are appointed to a trades position in EnergyAustralia, shall be paid the appropriate full adult rate.
- 44.2 Where apprentices commence an apprenticeship, at the age of 21 or greater, they shall be paid the adult apprentices rates in Appendix 1E. Adult apprentices employed with EnergyAustralia will retain their existing rate of pay until that rate is exceeded by the adult apprentice rates in Appendix 1E.
- 44.3 Apprentices may not be required to undertake shiftwork or overtime where it clashes with their training.

45. MISCELLANEOUS CONDITIONS OF EMPLOYMENT

- 45.1 An employee who is, on or below Pay Point 40, and is required to be an authorised motor vehicle driver or who is required to hold a licence to operate plant or equipment will have the cost of that licence/s reimbursed.
- 45.2 Nominated employees who are required to take or make business calls at home will be reimbursed the cost of phone rental and/or business calls as determined by EnergyAustralia or provided with a mobile phone.
- 45.3 On the death of an employee, all their outstanding entitlements and accruals will be paid to their estate.
- 45.4 An employee who is authorised and agrees to use a private motor vehicle in the course of their employment shall be paid the rate in Appendix 1D, Extra Rates, Item No 33 if the employee maintains the minimum of third party property damage insurance policy on that vehicle. However, wherever possible employees should use an EnergyAustralia vehicle for all purposes connected with their employment.
- 45.5 Where an employee is supplied with a residence (with or without concessions) the weekly value of such residence (and concessions) shall be agreed upon from time to time between the Parties, and in the event of failure to agree shall be dealt with pursuant to the disputes procedures contained in Clause 5.

46. NO EXTRA CLAIMS

It is a term of this Agreement that the union parties to this Agreement undertake that for the period of the duration of this Agreement that they will not pursue any extra claims, Agreement or over Agreement, except where consistent with the State Wage Case principles.

47. ANTI-DISCRIMINATION

- 47.1 It is the intention of the parties bound by this agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of, race (colour, ethnic, or ethno-religious background, descent or nationality), sex (including pregnancy), marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- 47.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this agreement 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 agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 47.3 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.
- 47.4 Nothing in this clause is to be taken to affect:
- 47.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation
 - 47.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 47.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 47.4.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 47.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

48. UNION DELEGATES' CHARTER

- 48.1 EnergyAustralia shall be able to:
- 48.1.1. Expect that employees, be they Union Delegates or not, will perform the job in which they are employed.
 - 48.1.2. Be given reasonable notice by Delegates that they intend to carry out their Union duties.
 - 48.1.3. Expect that Union Delegate/s shall not be able to claim or be paid overtime for attendance at Delegates meetings organised during normal working hours.
- 48.2 Union Delegates shall be able to:

- 48.2.1 Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- 48.2.2 After obtaining the permission of the employer move freely for the purpose of consulting other Delegates during working hours.
- 48.2.3 To negotiate with management together with other union delegates on behalf of all or part of the members on any matters in accord with Union policy affecting the employment of members who work in EnergyAustralia.
- 48.2.4 Call meetings and for members to attend these meetings on the job. Such meetings are to be outside of work time unless prior permission is obtained from management.
- 48.2.5 Have protection from victimisation and this right to be expressed in prohibiting the employer from seeking to separate the delegate from the union members who elected them without first consulting the union.
- 48.2.6 Have access to a telephone and computer, including email and to have within their work proximity suitable cupboards and furniture to enable them to keep records, union circulars, receipt books etc. so as to efficiently carry out their union responsibilities.
- 48.2.7 Attend meetings and training held by the Union in which they hold office without loss of any rights following the approval of EnergyAustralia. Attendance at these meetings shall be permitted according to the provisions of Clause 29 of the EnergyAustralia Agreement (Special Leave).
- 48.2.8 Have all agreements and arrangements negotiated with EnergyAustralia set out in writing and for these agreements and arrangements, including Agreements, to be provided to delegates on request.
- 48.2.9 Place notices on defined union noticeboards.

EXECUTED as an Agreement.

Signed for and on behalf of EnergyAustralia by George Maltabarow, Managing Director, in the presence of:

 Judith Butler



Signature of George Maltabarow

Signed sealed and delivered by USU by Ben Kruse, in the presence of:

 Kellie Stubbs



Signature of Ben Kruse, General Secretary USU

Signed sealed and delivered by ETU by Bernie Riordan], in the presence of:






Signature of Bernie Riordan, Secretary ETU NSW

Signed sealed and delivered by APESMA by Martin O'Connell, in the presence of:


GORDON BECK

 JUDITH BUTLER

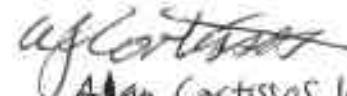


Signature of Martin O'Connell, Director APESMA NSW

Signed sealed and delivered by ESPOA by Peter Hefferd, in the presence of: Alan Cortissos

 JUDITH BUTLER

GORDON BECK




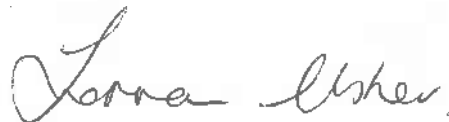
Signature of Peter Hefferd, Honorary Secretary ESPOA

Signed sealed and delivered by AMWU by Garry Hingle, in the presence of:

Signature of Garry Hingle, Secretary, NSW Vehicle Division

Signed sealed and delivered by CFMEU by Lorraine Usher, in the presence of:

 JUDITH BUTLER



Signature of Lorraine Usher, District Secretary NSW Energy District

Signed sealed and delivered by AWU by Russ Collison in the presence of:

Signature of Russ Collison, Branch Secretary AWU

EnergyAustralia Agreement 2006

EXECUTED as an Agreement.

Signed for and on behalf of **EnergyAustralia** by George Maltabarow, Managing Director, in the presence of:

Signature of George Maltabarow

Signed sealed and delivered by **USU** by Ben Kruse, in the presence of:

Signature of Ben Kruse, General Secretary USU

Signed sealed and delivered by **ETU** by Bernie Riordan], in the presence of:

Signature of Bernie Riordan, Secretary ETU NSW

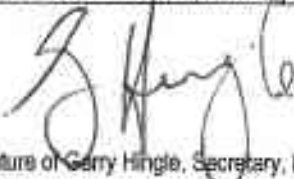
Signed sealed and delivered by **APESMA** by Martin O'Connell, in the presence of:

Signature of Martin O'Connell, Director APESMA NSW

Signed sealed and delivered by **ESPOA** by Peter Hosford, in the presence of:

Signature of Peter Hosford, Honorary Secretary ESPOA

Signed sealed and delivered by **AMWU** by Garry Hingle, in the presence of:



Signature of Garry Hingle, Secretary, NSW Vehicle Division

Christine Robyn Mayne

A Justice of the Peace in and for the State of New South Wales
JP Registration No. 116745



Signed sealed and delivered by **CFMEU** by Lorraine Usher, in the presence of:

Signature of Lorraine Usher, District Secretary NSW Energy District

Signed sealed and delivered by **AWU** by Russ Collison in the presence of:

Signature of Russ Collison, Branch Secretary AWU

APPENDIX 1 EnergyAustralia's pay rates and allowances

Appendix 1A	EnergyAustralia Junior Rates of Pay from 19/12/06
Appendix 1B	EnergyAustralia Adult Rates of Pay from 19/12/06
Appendix 1C	EnergyAustralia Shiftworkers (7x3/ 7x2) Rates of Pay from 19/12/06
Appendix 1D	EnergyAustralia Allowances and Extra Rates from 19/12/06
Appendix 1E	EnergyAustralia Allowances and Extra Rates from 01/07/07 and 19/12/07
Appendix 1F	EnergyAustralia Adult Apprentice Rates of Pay from 19/12/07
Appendix 1G	EnergyAustralia Junior Rates of Pay from 19/12/07
Appendix 1H	EnergyAustralia Adult Rates of Pay from 19/12/07
Appendix 1I	EnergyAustralia Shiftworkers (7x3/ 7x2) Rates of Pay from 19/12/07
Appendix 1J	EnergyAustralia Adult Apprentice Rates of Pay from 19/12/07
Appendix 2	Annual Leave Conversion
Appendix 3	Classifications within the Trade and Technical Group
Appendix 4	Classifications within the Clerical and Contact Centre Group
Appendix 5	Classifications within the Professional Group
Appendix 6	Classifications within the Engineer Group

Appendix 1A EnergyAustralia Junior Rates of Pay On and from 19 December 2006

Pay Point	Annual Salary	Weekly Rate	36 Hrly Rate	35 Hrly Rate	Pay Point
J1	\$ 15,137.00	\$ 289.98	\$ 8.06	\$8.29	J1
J2	\$ 15,908.00	\$ 304.75	\$ 8.47	\$8.71	J2
J3	\$ 16,698.00	\$ 319.89	\$ 8.89	\$9.14	J3
J4	\$ 17,525.00	\$ 335.73	\$ 9.33	\$9.59	J4
J5	\$ 18,401.00	\$ 352.51	\$ 9.79	\$10.07	J5
J6	\$ 19,322.00	\$ 370.15	\$ 10.28	\$10.58	J6
J7	\$ 20,289.00	\$ 388.68	\$ 10.80	\$11.11	J7
J8	\$ 21,303.00	\$ 408.10	\$ 11.34	\$11.66	J8
J9	\$ 22,363.00	\$ 428.41	\$ 11.90	\$12.24	J9
J10	\$ 23,485.00	\$ 449.90	\$ 12.50	\$12.85	J10
J11	\$ 24,657.00	\$ 472.36	\$ 13.12	\$13.50	J11
J12	\$ 25,887.00	\$ 495.92	\$ 13.78	\$14.17	J12
J13	\$ 27,186.00	\$ 520.80	\$ 14.47	\$14.88	J13
J14	\$ 28,534.00	\$ 546.63	\$ 15.18	\$15.62	J14
J15	\$ 29,969.00	\$ 574.12	\$ 15.95	\$16.40	J15
J16	\$ 31,453.00	\$ 602.55	\$ 16.74	\$17.22	J16
J17	\$ 33,043.00	\$ 633.01	\$ 17.58	\$18.09	J17
J18	\$ 34,685.00	\$ 664.46	\$ 18.46	\$18.98	J18

Appendix 1A EnergyAustralia Junior Rates of Pay On and from 19 December 2006

Pay Point	Annual Salary	Weekly Rate	36 Hrly Rate	35 Hrly Rate	Pay Point
J1	\$ 15,137.00	\$ 289.98	\$ 8.06	\$8.29	J1
J2	\$ 15,908.00	\$ 304.75	\$ 8.47	\$8.71	J2
J3	\$ 16,698.00	\$ 319.89	\$ 8.89	\$9.14	J3
J4	\$ 17,525.00	\$ 335.73	\$ 9.33	\$9.59	J4
J5	\$ 18,401.00	\$ 352.51	\$ 9.79	\$10.07	J5
J6	\$ 19,322.00	\$ 370.15	\$ 10.28	\$10.58	J6
J7	\$ 20,289.00	\$ 388.68	\$ 10.80	\$11.11	J7
J8	\$ 21,303.00	\$ 408.10	\$ 11.34	\$11.66	J8
J9	\$ 22,363.00	\$ 428.41	\$ 11.90	\$12.24	J9
J10	\$ 23,485.00	\$ 449.90	\$ 12.50	\$12.85	J10
J11	\$ 24,657.00	\$ 472.36	\$ 13.12	\$13.50	J11
J12	\$ 25,887.00	\$ 495.92	\$ 13.78	\$14.17	J12
J13	\$ 27,186.00	\$ 520.80	\$ 14.47	\$14.88	J13
J14	\$ 28,534.00	\$ 546.63	\$ 15.18	\$15.62	J14
J15	\$ 29,969.00	\$ 574.12	\$ 15.95	\$16.40	J15
J16	\$ 31,453.00	\$ 602.55	\$ 16.74	\$17.22	J16
J17	\$ 33,043.00	\$ 633.01	\$ 17.58	\$18.09	J17
J18	\$ 34,685.00	\$ 664.46	\$ 18.46	\$18.98	J18

47	\$ 88,108.00	\$ 1,687.89	\$ 46.89	\$48.23	47
48	\$ 89,864.00	\$ 1,721.53	\$ 47.82	\$49.19	48
49	\$ 91,671.00	\$ 1,756.15	\$ 48.78	\$50.18	49
50	\$ 93,498.00	1791.15	\$ 49.75	\$51.18	50
51	\$ 95,375.00	1827.11	\$ 50.75	\$52.20	51
52	\$ 97,275.00	1863.51	\$ 51.76	\$53.24	52
53	\$ 99,226.00	1900.88	\$ 52.80	\$54.31	53
54	\$ 101,207.00	1938.83	\$ 53.86	\$55.40	54
55	\$ 103,242.00	1977.82	\$ 54.94	\$56.51	55
56	\$ 105,302.00	2017.28	\$ 56.04	\$57.64	56
57	\$ 107,400.00	2057.47	\$ 57.15	\$58.78	57
58	\$ 109,550.00	2098.66	\$ 58.30	\$59.96	58
59	\$ 111,753.00	2140.86	\$ 59.47	\$61.17	59
60	\$ 113,975.00	2183.43	\$ 60.65	\$62.38	60

Appendix 1C EnergyAustralia Shiftworkers Rates of Pay On and from 19 December 2006

Pay Point	Annual Salary	Weekly Rate	36 Hry Rate	35 Hourly Rate	Pay Point
10Y	\$ 42,477.48	\$ 813.74	\$ 22.60	\$ 23.25	10Y
11Y	\$ 43,325.36	\$ 829.99	\$ 23.06	\$ 23.71	11Y
12Y	\$ 44,191.35	\$ 846.58	\$ 23.52	\$ 24.19	12Y
13Y	\$ 45,089.52	\$ 863.78	\$ 23.99	\$ 24.68	13Y
14Y	\$ 45,998.15	\$ 881.19	\$ 24.48	\$ 25.18	14Y
15Y	\$ 46,908.20	\$ 898.62	\$ 24.96	\$ 25.67	15Y
16Y	\$ 47,847.21	\$ 916.61	\$ 25.46	\$ 26.19	16Y
17Y	\$ 48,792.19	\$ 934.72	\$ 25.96	\$ 26.71	17Y
18Y	\$ 49,771.09	\$ 953.47	\$ 26.49	\$ 27.24	18Y
19Y	\$ 50,780.10	\$ 972.80	\$ 27.02	\$ 27.79	19Y
20Y	\$ 51,791.53	\$ 992.17	\$ 27.56	\$ 28.35	20Y
21Y	\$ 52,812.61	\$ 1,011.74	\$ 28.10	\$ 28.91	21Y
22Y	\$ 53,865.07	\$ 1,031.90	\$ 28.66	\$ 29.48	22Y
23Y	\$ 54,949.18	\$ 1,052.67	\$ 29.24	\$ 30.08	23Y
24Y	\$ 56,056.89	\$ 1,073.89	\$ 29.83	\$ 30.68	24Y
25Y	\$ 57,171.02	\$ 1,095.23	\$ 30.42	\$ 31.29	25Y
26Y	\$ 58,319.93	\$ 1,117.24	\$ 31.03	\$ 31.92	26Y
27Y	\$ 59,491.88	\$ 1,139.69	\$ 31.66	\$ 32.56	27Y
28Y	\$ 60,666.65	\$ 1,162.20	\$ 32.28	\$ 33.21	28Y
29Y	\$ 61,887.68	\$ 1,185.59	\$ 32.93	\$ 33.87	29Y
30Y	\$ 63,123.60	\$ 1,209.26	\$ 33.59	\$ 34.55	30Y
31Y	\$ 64,379.00	\$ 1,233.31	\$ 34.26	\$ 35.24	31Y
32Y	\$ 65,681.13	\$ 1,258.26	\$ 34.95	\$ 35.95	32Y
33Y	\$ 67,003.95	\$ 1,283.60	\$ 35.66	\$ 36.67	33Y
34Y	\$ 68,323.84	\$ 1,308.89	\$ 36.36	\$ 37.40	34Y
35Y	\$ 69,694.25	\$ 1,335.14	\$ 37.09	\$ 38.15	35Y
36Y	\$ 71,107.59	\$ 1,362.21	\$ 37.84	\$ 38.92	36Y
37Y	\$ 72,528.17	\$ 1,389.43	\$ 38.60	\$ 39.70	37Y
38Y	\$ 73,961.39	\$ 1,416.88	\$ 39.36	\$ 40.48	38Y
39Y	\$ 75,436.16	\$ 1,445.14	\$ 40.14	\$ 41.29	39Y
40Y	\$ 76,952.10	\$ 1,474.18	\$ 40.95	\$ 42.12	40Y
41Y	\$ 78,496.55	\$ 1,503.77	\$ 41.77	\$ 42.96	41Y
42Y	\$ 80,051.79	\$ 1,533.56	\$ 42.60	\$ 43.82	42Y
43Y	\$ 81,646.43	\$ 1,564.11	\$ 43.45	\$ 44.69	43Y
44Y	\$ 83,283.32	\$ 1,595.47	\$ 44.32	\$ 45.58	44Y
45Y	\$ 84,945.90	\$ 1,627.32	\$ 45.20	\$ 46.49	45Y
46Y	\$ 86,662.83	\$ 1,660.21	\$ 46.12	\$ 47.43	46Y
47Y	\$ 88,390.66	\$ 1,693.31	\$ 47.04	\$ 48.38	47Y
48Y	\$ 90,152.40	\$ 1,727.06	\$ 47.97	\$ 49.34	48Y
49Y	\$ 91,967.34	\$ 1,761.83	\$ 48.94	\$ 50.34	49Y

Appendix 1D EnergyAustralia Allowances and Extra Rates On and from 19 December 2006

ITEM	CODE	ALLOWANCE TYPE	RATE
1	FAA	FIRST AID ATTENDANT	\$4.08 per day
2	FAI	FIRST AID INSTRUCTOR	\$18.54 per week
3	SHA	AFTERNOON SHIFT	\$36.21 per shift
4	NGT	NIGHT SHIFT	\$40.00 per shift
5	EMSRA	EARLY MORNING SHIFT	\$18.11 per shift
6	O/C	ON CALL	\$206.00 per week
7	O/C1	ON CALL WEEKDAY	\$41.20 per day
8	O/C2	ON CALL WEEKEND	\$51.50 per day
9	O/C3	UG TR ON CALL ENG (from 1/7/06)	\$ 64.28 per day
10	O/C4	UG TR ON CALL TECH (from 1/7/06)	\$ 55.11 per day
11	TOOL	TOOL ALLOWANCE (TRADE) (584.64 p/a)	\$11.20 per week
	TOOL	TOOL ALLOWANCE (NON-TRADE) (\$350.78 p/a)	\$6.72 per week
12	MEAL	MEAL	\$11.94 per frequency
13	CDMB	CHARGE DEPOT MEAL BREAK	\$4.94 per day
14	CPLB	CHARGE PLANT MEAL BREAK	\$4.06 per day
15	MFA	MULTI FUNCTION	\$6.05 per day
16	ASB	ASBESTOS	\$0.71 per hour
17	ASE	ASBESTOS ERADICATION	\$2.13 per hour
18	ACMP	AIR COMPRESSOR ATTENDANT	\$0.27 per hour
19	INSL	INSULWOOL	\$0.71 per hour
20	DIRT	DIRT	\$4.11 per day
21	PIT	CABLE PIT	\$10.00 per day
22	COMM	COMMUNITY LANGUAGE (fr 1/7/06) (\$996.00 p/a)	\$19.08 per week
23	SUST	SUSTENANCE ALLOWANCE - pre paid accom	\$72.12 per day
		single locn up to 35 days - no prepaid accom	\$222.01 per day
		single locn after 35 days - no prepaid accom	\$164.52 per day
24	SKR	SKILLS RETENTION	\$20.00 per week
25	SR	SAFETY RULES	\$74.33 per week
26	SREO	ESO SAFETY RULES -60%	\$44.60 per week
27	SR80	NON-ELEC TRADE SAFETY RULES - 80%	\$59.46 per week
28	EL	ELECTRICIAN'S LICENCE (from 5/8/06)	\$30.80 per week
29	PRA	PLUMBERS REGISTRATION (Fr 29/8/2003)	\$21.70 per week
30	PTA	PLUMBERS TOOL (From 8/12/2003)	\$22.10 per week
31	PLTA	PLASTERERS TOOL (From 11/9/2006)	\$20.00 per week
32	CTA	CARPENTERS TOOL (From 11/9/2006)	\$24.20 per week
33	VEH	PRIVATE VEHICLE USAGE	ATO Rates
34	TTOH	O/H TRANS TRAVEL (From 1/7/2006)	\$30.43 per day

Appendix 1E EnergyAustralia Allowances and Extra Rates On and from 1 July 2007 and 19 December 2007

ITEM	CODE	ALLOWANCE TYPE	RATE
1	FAA	FIRST AID ATTENDANT	\$4.20 per day
2	FAI	FIRST AID INSTRUCTOR	\$19.10 per week
3	SHA	AFTERNOON SHIFT	\$37.30 per shift
4	NGT	NIGHT SHIFT	\$41.20 per shift
5	EMSRA	EARLY MORNING SHIFT	\$18.65 per shift
6	O/C	ON CALL	\$212.18 per week
7	O/C1	ON CALL WEEKDAY	\$42.44 per day
8	O/C2	ON CALL WEEKEND	\$53.05 per day
9	O/C3	UG TR ON CALL ENG	\$ 64.28 per day
10	O/C4	UG TR ON CALL TECH	\$ 55.11 per day
11	TOOL	TOOL ALLOWANCE (TRADE) (602.39 p/a)	\$11.54 per week
	TOOL	TOOL ALLOWANCE (NON-TRADE) (\$361.22 p/a)	\$6.92 per week
12	MEAL	MEAL	\$12.30 per frequency
13	CDMB	CHARGE DEPOT MEAL BREAK	\$5.09 per day
14	CPLB	CHARGE PLANT MEAL BREAK	\$4.18 per day
15	MFA	MULTI FUNCTION	\$6.23 per day
16	ASB	ASBESTOS	\$0.73 per hour
17	ASE	ASBESTOS ERADICATION	\$2.19 per hour
18	ACMP	AIR COMPRESSOR ATTENDANT	\$0.28 per hour
19	INSL	INSULWOOL	\$0.73 per hour
20	DIRT	DIRT	\$4.23 per day
21	PIT	CABLE PIT	\$10.00 per day
22	COMM	COMMUNITY LANGUAGE (fr 1/7/06) (\$996.00 p/a)	\$19.08 per week
23	SUST	SUSTENANCE ALLOWANCE - pre paid accom	\$72.28 per day
		single locn up to 35 days - no prepaid accom	\$228.67 per day
		single locn after 35 days - no prepaid accom	\$169.46 per day
24	SKR	SKILLS RETENTION [from 1/7/2007]	\$40.00 per week
25	SR	SAFETY RULES [from 1/7/2007]	\$104.33 per week
26	SREO	ESO SAFETY RULES -60% from 1/7/2007]	\$62.60 per week
27	SR80	NON-ELEC TRADE SAFETY RULES - 80%[fr 1/7/2007]	\$83.46 per week
28	EL	ELECTRICIAN'S LICENCE (from 5/8/06)	\$30.80 per week
29	PRA	PLUMBERS REGISTRATION (Fr 29/8/2003)	\$21.70 per week
30	PTA	PLUMBERS TOOL (From 8/12/2003)	\$22.10 per week
31	PLTA	PLASTERERS TOOL (From 11/9/2006)	\$20.00 per week
32	CTA	CARPENTERS TOOL (From 11/9/2006)	\$24.20 per week
33	VEH	PRIVATE VEHICLE USAGE	ATO Rates
34	TTOH	O/H TRANS TRAVEL	\$30.43 per day

Appendix 1F EnergyAustralia Adult Apprentice Rates of Pay On and from 19 December 2006

Classification	Rates of Pay (weekly)
1 st Year Adult Apprentice	\$574.12
2 nd Year Adult Apprentice	\$633.01
3 rd Year Adult Apprentice	\$664.46
4 th Year Adult Apprentice	\$694.43

Appendix 1G EnergyAustralia Junior Rates of Pay On and from 19 December 2007

Pay Point	Annual Salary	Weekly Rate	36 Hrly Rate	35 Hrly Rate	Pay Point
J1	\$15,591	\$298.68	\$8.30	\$8.53	J1
J2	\$16,385	\$313.89	\$8.72	\$8.97	J2
J3	\$17,199	\$329.48	\$9.15	\$9.41	J3
J4	\$18,051	\$345.80	\$9.61	\$9.88	J4
J5	\$18,953	\$363.08	\$10.09	\$10.37	J5
J6	\$19,902	\$381.26	\$10.59	\$10.89	J6
J7	\$20,898	\$400.34	\$11.12	\$11.44	J7
J8	\$21,942	\$420.35	\$11.68	\$12.01	J8
J9	\$23,034	\$441.26	\$12.26	\$12.61	J9
J10	\$24,190	\$463.40	\$12.87	\$13.24	J10
J11	\$25,397	\$486.53	\$13.51	\$13.90	J11
J12	\$26,664	\$510.80	\$14.19	\$14.59	J12
J13	\$28,002	\$536.43	\$14.90	\$15.33	J13
J14	\$29,390	\$563.03	\$15.64	\$16.09	J14
J15	\$30,868	\$591.34	\$16.43	\$16.90	J15
J16	\$32,397	\$620.62	\$17.24	\$17.73	J16
J17	\$34,034	\$652.00	\$18.11	\$18.63	J17
J18	\$35,726	\$684.40	\$19.01	\$19.55	J18

Appendix 1H EnergyAustralia Adult Rates of Pay On and from 19 December 2007

Pay Point	Annual Salary	Weekly Rate	36 Hrly Rate	35 Hrly Rate	Pay Point
1	\$36,612	\$701.39	\$19.48	\$20.04	1
2	\$37,336	\$715.26	\$19.87	\$20.44	2
3	\$38,059	\$729.09	\$20.25	\$20.83	3
4	\$38,795	\$743.20	\$20.64	\$21.23	4
5	\$39,557	\$757.80	\$21.05	\$21.65	5
6	\$40,318	\$772.38	\$21.46	\$22.07	6
7	\$41,104	\$787.44	\$21.87	\$22.50	7
8	\$41,918	\$803.03	\$22.31	\$22.94	8
9	\$42,751	\$818.99	\$22.75	\$23.40	9
10	\$43,612	\$835.48	\$23.21	\$23.87	10
11	\$44,484	\$852.18	\$23.67	\$24.35	11
12	\$45,373	\$869.21	\$24.14	\$24.83	12
13	\$46,294	\$886.87	\$24.64	\$25.34	13
14	\$47,213	\$904.47	\$25.12	\$25.84	14
15	\$48,150	\$922.42	\$25.62	\$26.35	15
16	\$49,110	\$940.81	\$26.13	\$26.88	16
17	\$50,096	\$959.70	\$26.66	\$27.42	17
18	\$51,093	\$978.80	\$27.19	\$27.97	18
19	\$52,130	\$998.67	\$27.74	\$28.53	19
20	\$53,172	\$1,018.61	\$28.29	\$29.10	20
21	\$54,236	\$1,039.00	\$28.86	\$29.69	21
22	\$55,307	\$1,059.52	\$29.43	\$30.27	22
23	\$56,418	\$1,080.81	\$30.02	\$30.88	23
24	\$57,548	\$1,102.46	\$30.62	\$31.50	24
25	\$58,698	\$1,124.48	\$31.24	\$32.13	25
26	\$59,865	\$1,146.83	\$31.86	\$32.77	26
27	\$61,071	\$1,169.94	\$32.50	\$33.43	27
28	\$62,286	\$1,193.22	\$33.15	\$34.09	28
29	\$63,535	\$1,217.14	\$33.81	\$34.78	29
30	\$64,819	\$1,241.74	\$34.49	\$35.48	30
31	\$66,098	\$1,266.25	\$35.17	\$36.18	31
32	\$67,441	\$1,291.98	\$35.89	\$36.91	32
33	\$68,781	\$1,317.65	\$36.60	\$37.65	33
34	\$70,150	\$1,343.87	\$37.33	\$38.40	34
35	\$71,548	\$1,370.65	\$38.07	\$39.16	35
36	\$72,985	\$1,398.18	\$38.84	\$39.95	36
37	\$74,449	\$1,426.23	\$39.62	\$40.75	37
38	\$75,937	\$1,454.73	\$40.41	\$41.56	38
39	\$77,451	\$1,483.73	\$41.21	\$42.39	39
40	\$79,007	\$1,513.55	\$42.04	\$43.24	40
41	\$80,580	\$1,543.68	\$42.88	\$44.11	41
42	\$82,190	\$1,574.52	\$43.74	\$44.99	42
43	\$83,828	\$1,605.89	\$44.61	\$45.88	43
44	\$85,511	\$1,638.13	\$45.50	\$46.80	44
45	\$87,214	\$1,670.77	\$46.41	\$47.74	45

46	\$88,977	\$1,704.53	\$47.35	\$48.70	46
47	\$90,751	\$1,738.53	\$48.29	\$49.67	47
48	\$92,560	\$1,773.18	\$49.25	\$50.66	48
49	\$94,421	\$1,808.83	\$50.25	\$51.68	49
50	\$96,303	\$1,844.88	\$51.25	\$52.71	50
51	\$98,236	\$1,881.92	\$52.28	\$53.77	51
52	\$100,193	\$1,919.41	\$53.32	\$54.84	52
53	\$102,203	\$1,957.91	\$54.39	\$55.94	53
54	\$104,243	\$1,997.00	\$55.47	\$57.06	54
55	\$106,339	\$2,037.15	\$56.59	\$58.20	55
56	\$108,461	\$2,077.80	\$57.72	\$59.37	56
57	\$110,622	\$2,119.20	\$58.87	\$60.55	57
58	\$112,837	\$2,161.62	\$60.04	\$61.76	58
59	\$115,106	\$2,205.09	\$61.25	\$63.00	59
60	\$117,394	\$2,248.93	\$62.47	\$64.26	60

Appendix 1I EnergyAustralia Shiftworkers Rates of Pay On and from 19 December 2007

Pay Point	Annual Salary	Weekly Rate	36 Hrly Rate	35 Hourly Rate	Pay Point
10Y	\$43,751.80	\$ 838.16	\$ 23.28	\$ 23.95	10Y
11Y	\$44,625.12	\$ 854.89	\$ 23.75	\$ 24.43	11Y
12Y	\$45,517.09	\$ 871.97	\$ 24.22	\$ 24.91	12Y
13Y	\$46,442.20	\$ 889.70	\$ 24.71	\$ 25.42	13Y
14Y	\$47,378.10	\$ 907.63	\$ 25.21	\$ 25.93	14Y
15Y	\$48,315.44	\$ 925.58	\$ 25.71	\$ 26.45	15Y
16Y	\$49,282.62	\$ 944.11	\$ 26.23	\$ 26.97	16Y
17Y	\$50,255.95	\$ 962.76	\$ 26.74	\$ 27.51	17Y
18Y	\$51,264.22	\$ 982.07	\$ 27.28	\$ 28.06	18Y
19Y	\$52,303.50	\$1,001.98	\$ 27.83	\$ 28.63	19Y
20Y	\$53,345.27	\$1,021.94	\$ 28.39	\$ 29.20	20Y
21Y	\$54,396.98	\$1,042.09	\$ 28.95	\$ 29.77	21Y
22Y	\$55,481.02	\$1,062.85	\$ 29.52	\$ 30.37	22Y
23Y	\$56,597.66	\$1,084.25	\$ 30.12	\$ 30.98	23Y
24Y	\$57,738.60	\$1,106.10	\$ 30.73	\$ 31.60	24Y
25Y	\$58,886.16	\$1,128.09	\$ 31.34	\$ 32.23	25Y
26Y	\$60,069.53	\$1,150.76	\$ 31.97	\$ 32.88	26Y
27Y	\$61,276.64	\$1,173.88	\$ 32.61	\$ 33.54	27Y
28Y	\$62,486.65	\$1,197.06	\$ 33.25	\$ 34.20	28Y
29Y	\$63,744.31	\$1,221.16	\$ 33.92	\$ 34.89	29Y
30Y	\$65,017.31	\$1,245.54	\$ 34.60	\$ 35.59	30Y
31Y	\$66,310.37	\$1,270.31	\$ 35.29	\$ 36.29	31Y
32Y	\$67,651.56	\$1,296.01	\$ 36.00	\$ 37.03	32Y
33Y	\$69,014.07	\$1,322.11	\$ 36.73	\$ 37.77	33Y
34Y	\$70,373.55	\$1,348.15	\$ 37.45	\$ 38.52	34Y
35Y	\$71,785.07	\$1,375.19	\$ 38.20	\$ 39.29	35Y
36Y	\$73,240.82	\$1,403.08	\$ 38.97	\$ 40.09	36Y
37Y	\$74,704.02	\$1,431.11	\$ 39.75	\$ 40.89	37Y
38Y	\$76,180.23	\$1,459.39	\$ 40.54	\$ 41.70	38Y
39Y	\$77,699.25	\$1,488.49	\$ 41.35	\$ 42.53	39Y
40Y	\$79,260.66	\$1,518.40	\$ 42.18	\$ 43.38	40Y
41Y	\$80,851.45	\$1,548.88	\$ 43.02	\$ 44.25	41Y
42Y	\$82,453.34	\$1,579.57	\$ 43.88	\$ 45.13	42Y
43Y	\$84,095.82	\$1,611.03	\$ 44.75	\$ 46.03	43Y
44Y	\$85,781.82	\$1,643.33	\$ 45.65	\$ 46.95	44Y
45Y	\$87,494.27	\$1,676.14	\$ 46.56	\$ 47.89	45Y
46Y	\$89,262.72	\$1,710.01	\$ 47.50	\$ 48.86	46Y
47Y	\$91,042.38	\$1,744.11	\$ 48.45	\$ 49.83	47Y
48Y	\$92,856.97	\$1,778.87	\$ 49.41	\$ 50.82	48Y
49Y	\$94,726.36	\$1,814.68	\$ 50.41	\$ 51.85	49Y

Appendix 1J EnergyAustralia Adult Apprentice Rates of Pay On and from 19 December 2007

Classification	Rates of Pay (weekly)
1 st Year Adult Apprentice	\$591.34
2 nd Year Adult Apprentice	\$652.00
3 rd Year Adult Apprentice	\$684.29
4 th Year Adult Apprentice	\$715.26

APPENDIX 2 ANNUAL LEAVE CONVERSION

METHOD FOR CONVERTING ANNUAL LEAVE AND SICK LEAVE ENTITLEMENTS TO HOURS

This applies to EnergyAustralia's employees whose ordinary hours of work equal 72 per fortnight.

Employees accrue either 15 or 18 days of sick leave per year, depending on length of service. They also have a statutory entitlement to 4 weeks' annual leave. Shiftworkers have an annual leave entitlement of 20 or 25 shifts.

The method of work for these employees is to work 8 hours per day over a 9 day fortnight. Day workers work 5 days in the first week and 4 days in the second. Shiftworkers average 9 days per fortnight over their full roster. Day workers are paid at the appropriate rate for a 36 hour week but actually work 40 hours in the first week and 32 in the second. They work 8 hours per day but are paid for 7.2 hours and accrue 0.8 hours per day towards an RDO. Shiftworkers are paid according to the actual hours worked each week.

This Agreement provides amongst other things, for the possibility of work being organised into 9 hour day/4 day weeks and 12 hour day/3 day weeks. This requires all sick leave and annual leave entitlements to be recorded in hours and debited in hours. Employees do not accrue RDO's while on annual leave because they are paid at the rate of 7.2 hours for each day of annual leave and therefore do not accrue time towards an RDO.

Sick leave and annual leave are converted to hours according to the following methods. Employees are entitled to 18 days of sick leave and work an 8 hour day. Therefore the annual sick leave entitlement is 144 hours. The annual leave entitlement is also 144 hours because 4 weeks' work is equivalent to 4 times 36 hours per week.

All sick leave is debited according to the ordinary hours actually worked each day. If the ordinary hours are 8, 9 or 12 per day then 8, 9 or 12 hours respectively will be deducted for each day of absence on sick leave.

All annual leave for employees who work a 9 day fortnight and accrue an RDO will be deducted at 7.2 hours per day. This ensures they will retain the right to 20 single days of annual leave.

Other employees who work shiftwork or 9 or 12 ordinary hours per day will have the actual ordinary hours debited from their annual leave. For example, an employee who works 12 ordinary hours per day will only work 3 days per week. If 12 hours is debited for each day of annual leave, the employee is still entitled to 4 weeks of annual leave at 3 days/week.

Similar arrangements will be made for employees who work a 35 hour week.

APPENDIX 3 CLASSIFICATIONS WITHIN THE TRADE & TECHNICAL GROUP

ACCEL APPRENTICE	FIELD OFF ACCT RDNG	PROJ OFF STRUCTURAL
ADULT APPRENTICE	FLD CO-ORD - PROT	PROJ OFF SUBS CONSTR
APPRENTICE (INCR)	FLD CO-ORD - ELEC	PROJ OFF W/S SERVICES
AREA/SYS OP S/L (lwfa - syd)	FLD CO-ORD - O/H	PROJECT DELIVERY OFF
AREA/SYS OP S/L (non lwfa)	FLD CO-ORD - SUBS	PROT TECH S/L
ASSET ACCESS RESCUE	FLD CO-ORD - T/CONT	QUALITY CONTRO OFF YR
ASSET ACCESS STANBY	FLD CO-ORD - U/G	REGION ENG OFF S/L
ASSET RESEARCH OFF	FLD CO-ORD - V/REG	REGION ESO S/L
AUDITOR SFTY & ENV COMP	FLD SERV STOREMAN W/G	REVENUE PROT OFF
BLDG CO-ORD EXT SUBS	FLD SUPP OFF U/G	RIGGING CO-ORD
BLDG MAINT CO-ORD	GANGER	SAFETY ADVISOR (CSV)
CABLE JOINTER S/L	GEO INFO OFF S/L	SAFETY ADVISOR (ENS)
COMPLIANCE OFFICER	IND TRANS CABLE JTR	SAFETY COMPL AUDITOR
CONS-ENG CONSULTING	INST INSPECTOR	SECURITY OPS OFF
CONS ENGINEERING	INSTR TECH & SAFETY	SNR ASSET ACC RESCUE
CONTRACT INSPECTOR	L/H POLES	SNR DSGN STRUC D/PRSN
CONTRACTS OFFICER	L/H VEH BODY BUILDER	SNR EDITORIAL DESIGN OFF
CO-ORD NET CLN & GR MNT	LANE COVE SUP OP	SNR ELECTRICAL DESIGNER
CUST OPS TECH FLD SUPP	LINE INSPECTOR	SNR ELEC SRV TECH
CUST SUPP SERV TECH	LINeworker S/L	SNR ELEC SRV TECH S/L
DEREG MGT CO-ORD	LINeworker S/L G&B (New)	SNR ELEC TECH
DESIGN SRV ENG OFF S/L	MAINS RECORDER S/L (New)	SNR ENG SURVEYOR
DESPATCH CO-ORD S/L	MAINT CO-ORD	SNR INST INSP
DIST ENG ENG OFF S/L	MATERIAL & HAND OP	SNR LAB MAINS U/G
DIST OPER TRAINEE	MBL PRCH & PRTS DLV S/M	SNR SAFETY ADVISER
DIST OPERATOR (new)	MDA OPERATIONS ANALYST	SNR SUBS TECH
DIST OPERATOR SNR	MECH TECH	SNR SUPP/SERV TECH
DRAFTING OFF NET DIAGRAMS	METER READER	SNR T/C TECH S/L 9
EDITORIAL DESIGN OFF	METER W/HOUSE SUP	SNR TECH - CARP
ELEC SRV TECH	METERING FLD CO-ORD	SNR TECH - PLUMBER
EMERG SERV OFF S/L	METERING OPS CO-ORD	SNR TECH INST
ENG OFF	METERING TECH	SNR TECHNICIAN
ENG OFF BUS DEV LVL	MOTOR MECH IN CHARGE	SNR TRAINING OFF
ENG OFF COMM SERV S/L	NEMS TECH OFF	SNR TRANSF SRV TECH
ENG OFF GDE 1 (INCR)	NET DEV ENG OFF S/L	SNR W/SHOP TECH
ENG OFF GDE 2 (INCR)	OPERATING SUPP ASST	SPEC METER RDR
ENG OFF PROJ & CONT S/L	PLANT & MOT VEH INSP	SPEC SNR/SUP/SRV TCH
ENS CUS CONN SNR TECH	PRINTER	SSS ENG OFF S/L
ENS CUS CONN TECH	PROC OFF FOREST PROD	STOREMAN H/BUSH GAR
ENVIRO CIVIL WORKS OFF	PROJ CO-ORD - FLD SERV	STRUCTURAL DRAFTS/PN
ESO	PROJ CO-ORD - HUNTER	SUB ENG ENG OFF S/L
ESO (POLE HOLE B/E OP)	PROJ OFF EXT PROJ	SUBS TECH
ESO (TRANS CABLE)	PROJ OFF CONTR INSP	SUPERINTENDENT
EXT CUST MTRNG OFF	PROJ OFF NET PROC	SUPERVISOR
FACILITIES MGR NORTH	PROJ OFF PRAC & PROC	SUPT ASP COMPLIANCE

SUPT CIV & BLDG SERV	SURV GEO OFF S/L	TRAINING PROJECTS OFF
SUPT COMM/TC & EXT CUST	SYS CONT DRAFT OFF S/L	TRAINEE SUBS TECH
SUPT CUST SUPPLY S/L	SYS CONT ENG OFF S/L	TRAINEESHIP
SUPT ELEC SERVICES	SYS OP (W/END) S/L	TRAINING OFFICER
SUPT FLD OPS	T/CONTROL TECH S/L	TRANS CABLE JTR / TRNR
SUPT FLD OPS & DOC	TCA ENG OFF S/L	TRANS CABLE TECH S/L (Old)
SUPT HV SERVICES	TEAM CO-ORD	TRANS CIVIL INSPECTOR
SUPT O/H	TEAM CO-ORD MAJ S&W	TRANS OIL TECH S/L
SUPT PROT/TC	TEAM CO-ORD TRANS U/G	TRANS SRV SNR TECH S/L
SUPT PROT/TC/MR	TECH - CARPENTER	TRANS TECH S/L (Old)
SUPT PROT/VR	TECH - PLASTERER	TRANSF SRV TECH
SUPT SUBS	TECH - PLUM (ORD TIME)	TRANSPORT OFF S/L
SUPT TCA MET PROV S/L	TECH - PLUMBER (O/TIME)	V/REG TECH S/L
SUPT TRAINING	TECH & TRG CO-ORD	VEH BLD TECH (BDY/BLD)
SUPT TRAN CABLE JTG LVL	TECH DATA,PLNS & DIAG OF	W/SHOP ESO S/L
SUPT TRAN CABLE SYS LVL	TECH INSTRUCTOR	W/SHOP PROD PLANNER
SUPT U/G	TECH OFF - OP STDS & TRG	W/SHOP TECH
SUPT V/R	TECH OFF GDE 1 (INCR)	WALLSEND ASST SYS OP (lwfa)
SUPT W/SHOPS	TECH OFF GDE 2 (INCR)	WALLSEND OUT SCH OFF (lwfa)
SUPV ENG OFF (VARIOUS)	TECH OFF GDE 3 (INCR)	WALLSEND SYS OPER (lwfa)
SUPV GEO INFO OFF	TECHNICAL OFFICER	WAREHOUSE OFF EXT SALES
	TECHNICIAN	

APPENDIX 4 CLASSIFICATIONS WITHIN THE CLERICAL & CONTACT CENTRE GROUP

ADMIN & CLERICAL OFFICER GDE 1
ADMIN & CLERICAL OFFICER GDE 2
ADMIN & CLERICAL OFFICER GDE 3
ADMIN & CLERICAL OFFICER GDE 4
ADMIN & CLERICAL OFFICER GDE 5
ADMIN & CLERICAL OFFICER GDE 6
ADMIN & CLERICAL OFFICER GDE 7
ADMIN & CLERICAL OFFICER GDE 8
ADMIN & CLERICAL OFFICER GDE 9
ADMIN & CLERICAL OFFICER GDE 10
ADMIN & CLERICAL OFFICER GDE 11
ADMIN & CLERICAL OFFICER GDE 12
CONTRACTS ADMIN
CUSTOMER SERVICE REP
DEREG METERING CO-ORD
DEPOT RECORDER
FLEET BUS ANAL & SYS ADMIN
MESSENGER
SECURITY ATT
TELEPHONE ACCT REP
TELEPHONIST WALLSEND

APPENDIX 5 CLASSIFICATIONS WITHIN THE PROFESSIONAL GROUP

ACCOUNTANT

ACCT EXEC

ACCT GDE 1 [INCR]

ACCT GDE 2 [INCR]

ACCT GDE 3 [INCR]

PROF OFF GDE 1 [INCR]

PROF OFF GDE 2 [INCR]

PROF OFF GDE 3 [INCR]

SNR A/C MGR INST

TCA PROC & CONTR CO-ORD

APPENDIX 6 CLASSIFICATIONS WITHIN THE ENGINEER GROUP

ENGINEER BAND 1
ENGINEER BAND 2
ENGINEER BAND 3

SCHOLARSHIP

SCHEDULE 1 - ATTACHMENTS

This Schedule 1 contains:

- 1 Severance Allowance for Ex-Orion & ex-Sydney Electricity Employees
- 2 EnergyAustralia Redundancy and Redeployment Policy
- 3 Salary Maintenance Policy
- 4 Fixed Term Employment
- 5 Wage Sacrifice for Superannuation
- 6 Employers Recognised for Prior Service

1. Severance Allowance for Ex-Orion & ex-Sydney Electricity Employees

Payout of Sick Leave on resignation

For the purposes of Clause 25 Sick Leave of the EnergyAustralia Award 1997, a special provision is made for those current employees of EnergyAustralia who were employed by the former Orion Energy or Sydney Electricity prior to 15 February 1993 as follows:

Employees of the former Orion Energy or Sydney Electricity who were employed by that organisation prior to 15 February 1993 shall be entitled to receive payment for the untaken proportion of their accumulated sick leave as at that date, upon resignation.

In relation to Sick Leave entitlements, for all other purposes, the employees to whom this special provision shall apply will be covered by Clause 25 Sick Leave of the EnergyAustralia Award 1997.

2. Redundancy and Redeployment Policy

(HRr1) REDEPLOYMENT AND REDUNDANCY (Issue date 26/03/2003)

1.0 OBJECTIVE

- 1.1** To provide a procedure which ensures that redeployment and redundancy are consistently and fairly managed at Energy Australia.

2.0 SCOPE

- 2.1** The procedure is for use of managers who consider offering redeployment or redundancy to employees of Energy Australia.

2.1.1 The procedure provides for fairly administering and fully informing affected employees about redeployment or redundancy options at all stages of organisational review and change.

- 2.2** Redeployment is preferred to redundancy.

2.2.1 Positions rather than people are identified as excess to requirements. Redeployment is the first consideration for employees whose positions are declared excess. Personnel with needed skills are retained, and appropriate retraining is provided.

3.0 PROCEDURE

- 3.1** Employees are fully informed about redeployment programs.

3.1.1 Such a program is based on an organisational review, and employees are fully informed of the circumstances behind it. Before any redeployment program commences, there is consultation with employees and unions. Employees are fully informed of the options available to affected staff, and of the scope of assistance and entitlements provided.

- 3.2** Training assistance can enhance redeployment options.

3.2.1 All affected employees are offered retraining where it will enable them to fill another position within a reasonable time. Such employees will receive study leave or a subsidy for course fees, if training cannot be provided by Energy Australia.

- 3.3** The redeployment process is fairly administered.

3.3.1 The Industrial Commission has indicated that employees cannot be forcibly redeployed to an unlimited range of classifications without being offered the option of voluntary redundancy. Division/ Branch managers ensure that redeployment options across Energy Australia are made known, and affected employees are selected for vacant positions according to the merit appointments procedure.

- 3.4** Salary maintenance for redeployed employees is provided for 12 months.

- 3.4.1** State government policy provides for maintenance of an employee's wage or salary for his or her appointed position for a period of 12 months from the date of redeployment to a lower graded position or from the date the employee is officially advised that his or her position is declared excess, whichever occurs first.
- 3.4.2** All employees whose positions are excess may receive salary maintenance including those presently occupying positions on an existing employee-only basis. At the end of the 12 month salary maintenance period employees receive the rate of pay applicable to the position held at that time.
- 3.4.3** At least one month before the end of a salary maintenance period the position of an affected employee is reviewed, and a three-way consultation between the manager/supervisor, employee and union may be requested by any of the parties to discuss the employee's future.
- 3.5** Transition arrangements for redeployed employees are clearly defined.
- 3.5.1** After 12 months salary maintenance, redeployed employees are paid the rate of pay for the position they now occupy. If the position has a range of increments, a salary adjustment is usually made to the level closest to the employee's rate of pay in the previous position.
- 3.5.2** Potential increments or any service progression arrangements do not necessarily carry over with the redeployed employee into the new position.
- 3.5.3** Subject to award conditions, travelling time is paid for 6 months, where through redeployment, employees are required to travel additional distances.
- 3.6** Redundancy is voluntary, but not available indefinitely.
- 3.6.1** Compulsory redundancy is not practised at Energy Australia. An incentive payment for employees taking voluntary redundancy is only available during a two-week period from the date of a firm offer.
- 3.6.2** Voluntary redundancy is offered when there is an approved program and there are no redeployment options in Energy Australia for a surplus employee. Voluntary redundancy is available to employees as an alternative to accepting redeployment to a grade lower than the currently held position. The human resources division co-ordinates voluntary redundancy offers to ensure government approved limits are not exceeded.
- 3.6.3** Employees are reminded that voluntary redundancy is offered in accordance with state government guidelines, and may not be available in the future.
- 3.7** Expressions of interest in redundancy are not binding.
- 3.7.1** These expressions are not binding until offer and acceptance of redundancy have been formalised.
- 3.8** Disproportionate impact on particular groups is avoided.
- 3.8.1** Managers involved in offering redundancy ensure that the final outcome of any program does not show a disproportionate effect on target groups covered by the Anti-Discrimination Act.

- 3.8.2 Managers also avoid singling out union representatives in the process (Industrial Relations Act, 1991).
- 3.8.3 Managers recognise that it is unlawful to put pressure on employees to retire on the grounds of age, and they do not use years of service as the determinant for offering redundancy.

4.0 RESPONSIBILITY/ AUTHORITY

- 4.1 Division/ Branch managers are responsible for the implementation of the redeployment procedure for employees in their Division/ Branch. This includes ensuring provision of and access to information and advice (options, entitlements, taxation and superannuation matters), determination of affected employees, voluntary redundancy offers and responses in writing, liaison with appointments section, and also communication with supervisors concerning their responsibilities, eg time off for attendance at seminars and job interviews.
- 4.2 Specifically, managers have the responsibility to avoid all the pitfalls listed in the checklist at attachment A. (These include overlooking the importance of retraining, discrimination against EEO groups or based on years of service, loss of skills needed by the organisation, and the unfair use of mix and match processes.)
- 4.3 The appointments section coordinates internal arrangements for people on the redeployment list and monitors the ongoing redeployment/ redundancy process. This includes keeping relevant statistics and salary maintenance information, and preparing necessary documentation. It monitors fairness in the availability of these options to all appropriate employees, ensures voluntary redundancy offers are within government approved limits and can propose strategies to assist the organisation's overall staffing requirements.
- 4.4 The payroll section coordinates the provision of financial data regarding payout entitlements.

5.0 DEFINITIONS

- 5.1 Redeployment occurs when employees in identified excess positions are directed or offered the option of taking up duties in another suitable position in Energy Australia.
- 5.2 Voluntary redundancy is a termination of employment entered into voluntarily by an employee who is paid the benefits and entitlements described in the redeployment and redundancy work instruction (CE 7.6 P7 W1 attachment A).
- 5.3 Positions are excess when, as a result of organisational review, the duties and functions of those positions are no longer required by Energy Australia.

3. MEMORANDUM OF UNDERSTANDING - SALARY MAINTENANCE

Preamble

EnergyAustralia, the Labor Council of NSW, the Electrical Trades Union and the Municipal Employees Union have agreed to a salary maintenance policy for surplus and redeployed staff.

Agreement to the new policy emerged from recognition by the parties that salary maintenance is an important safety net for meeting the special needs of employees during the period of the company's restructuring and reform process, and underpins commercial initiatives to meet, EnergyAustralia's increasingly competitive market place.

For their part the Labor Council and the unions will co-operate with EnergyAustralia in the restructuring and reform process by supporting a job and workplace redesign process (as previously outlined to the Industrial Relations Commission) and other business reforms necessary to ensure that EnergyAustralia is competitive and attains best practice levels of performance as / quickly as possible, subject to appropriate consultation.

In this regard, the parties acknowledge that there is a need to introduce various business and workplace reforms, which may include, in appropriate circumstances, performance management, contestability and competitive benchmarking. The parties agree to participate in a special joint forum to identify and progress the issues associated with such reform tools and their implementation.

EnergyAustralia will continue to disseminate information in relation to the limited mix and match and redeployment opportunities, which will include identification of training, and/or retraining activities, which may be made available to support these processes.

The parties acknowledge the obligation for surplus employees to seek employment opportunities outside of EnergyAustralia, where such opportunities cannot be provided within the company in the foreseeable future by way of redeployment or any other mechanism.

Salary Maintenance Policy

The salary maintenance policy agreed between the parties is as follows:

Employees whose positions are declared surplus and who elect not to accept an offer of a voluntary redundancy package shall receive salary maintenance from the date of being informed in writing.

Such employee shall be guaranteed salary maintenance for a minimum period of 12 months from that date.

Salary maintenance will be continued on the proviso that employees are able to demonstrate commitment to seek external opportunities for alternative employment and any internal vacancies (including redeployment opportunities), using the criteria set out below:

- This review will commence within the initial 12 months salary maintenance period, and will be ongoing. Throughout the review process employees will be provided with assistance and access to counselling in relation to their performance.

- At the end of the guaranteed minimum 12 months salary maintenance period, where an employee's performance against the criteria is not satisfactory, the employee will be given a further month to meet the performance criteria. If by the end of that month the employee meets the performance criteria, salary will be maintained. Should the employee's performance fail to meet the criteria either by the end of that month, or at any subsequent review time, salary will be adjusted to reflect the appropriate rate of pay, determined through job evaluation, for the work being done. annex
- At any time after the end of the guaranteed 12 months salary maintenance period, where an employee's performance against the criteria is not satisfactory, the employee will be given a month in which to meet the performance criteria. If, by the end of that month the employee meets the performance criteria, salary will be maintained. Should the employee's performance fail to meet the criteria either by the end of that month, or at any subsequent review time, salary will be adjusted to reflect the appropriate rate of pay, determined through job evaluation, for the work being done.

In the event that problems and difficulties arise from the application of this policy, the existing Award dispute resolution mechanism will be used to resolve the matters.

Review Criteria

An employee's continued access to salary maintenance beyond the guaranteed 12 month period shall be determined by the ongoing achievement of a satisfactory overall evaluation of performance against the following review criteria:

1. Acceptance of appropriate special projects and performing other suitable work as directed while awaiting redeployment and/or alternative external employment.
2. Seeking mix and match opportunities for redeployment within the company, which will include taking up training and development opportunities offered by EnergyAustralia appropriate to this process.
3. Acceptance of the first or second suitable offer for a redeployed position.
4. Making a concerted effort after redeployment to obtain a position of at least equivalent value to the original salary maintenance level including:
 - Attendance at training and retraining opportunities offered;
 - Continuation of efforts to seek promotion through applying for suitable advertised vacancies, and/or attending interviews for higher graded redeployment opportunities.

At all times redeployed employees are expected to maintain a satisfactory performance level in the redeployed position.

Where a job and work redesign broadens the scope of positions, redeployed employees would be expected to attend all training required to meet the full scope of the newly designed jobs and to apply for such jobs as they become available.

5. Demonstration of concerted efforts to locate alternative employment external to the company, as evidenced by the employee:

- (a) taking advantage of the range of individually tailored employment services offered by EnergyAustralia (such as the Employment Assistance Services referred to below) and/or;
 - (b) actively pursuing employment through self-initiated job search activities, such as responding to press advertisements and/or cold canvassing potential employers and/or by pursuing alternative employment services.
6. Continued maintenance of a satisfactory sick leave, punctuality, safety and work output record.

Employment Assistance Service

In relation to the Employment Assistance Service provided by EnergyAustralia, the parties understand that this outplacement service plays an important role in assisting surplus employees to find work and is operated by a highly professional and reputable service provider, whose performance is the subject of ongoing monitoring and review.

The unions will participate in the review of this service to ensure it provides an effective and user-friendly range of outplacement services. As part of the salary maintenance policy, unions will make their members aware of the availability of the Employee Assistance Service.

Review Mechanism and currency of this Agreement

The parties agree to monitor and review the application of this policy on an ongoing basis and review its applicability in two years' time.

Ted Woodley
Managing Director
EnergyAustralia

Mark Lennon
Executive Officer
Labor Council NSW ~

11 April 1997

4 Fixed Term Employment

8 April 1999

470 George Street
Sydney NSW 2000
Telephone 13 1525
+61 13 1525
Facsimile (02) 269 2000

Address available by
GPO Box 10319
Sydney NSW 2001
Australia



"In Principle Agreement" between the Electrical Trades Union of NSW and EnergyAustralia

In regards to discussions held on Friday 12 March between Mr John Cunningham and Mr Trevor Ashton of EnergyAustralia, Mr Dennis Riordan and Mr Steve Butler of the Electrical Trades Union of NSW, the elements of an in-principle agreement were as follows:

- a) EnergyAustralia may appoint a number of fixed term employees. These appointments will cover electrical trades positions and will be generally for periods of up to twelve months.

It is proposed that advertisements for the position of Trainee Sub-Station Technician will be placed as soon as practicable, and be appointed on a progressive basis.

- b) Staff recruited as in (a) above will have a performance review after three months and thereafter as appropriate.

It is proposed at the end of the first 6 month period to appoint a number of the recruited staff as permanent employees where a record of satisfactory performance exists and long term resource requirements confirm the need. Normal probationary provisions will apply to any such appointments.

- c) That staff recruited as in (a) above would be used in core EnergyAustralia business and on external projects.
- d) That EnergyAustralia will recruit a number of apprentices through an approved group training company.

These apprentices will be used on core business and external projects where appropriate.

Some of these apprentices may be offered an opportunity to be appointed to EnergyAustralia on a full time basis, where their performance has been deemed satisfactory, but not in preference to EnergyAustralia apprentices.

- e) The recruitment of apprentices from a group training company would in no way adversely impact on our apprentice training staff or the training program. Further consultation with apprentice training staff will occur with respect to the management and method of deployment of these additional apprentices.

- f) It has been agreed that EnergyAustralia apprentices coming to trade will be given preference, provided their apprenticeship reports are satisfactory, over apprentices from the group company training scheme or from fixed-term employees.
- g) The group training apprentice intake work program would come under the control of the Apprentice Training Centre.


Electrical Trades Union


General Manager - Enerserve

5. Wage Sacrifice for Superannuation

It is the understanding of the parties to the award that in the event of an individual sacrificing part of their wage toward increased superannuation contributions, the rate of pay for calculating penalty rates and other allowances will be the wage as specified under the Award (including the amount the employee has chosen to sacrifice for superannuation contributions).

Attachment 6

Employers Recognised for Prior Service

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)
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

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: Cleveland 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, Vaucluse 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 Tocumwal 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
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

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

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

Schedule 2 – Professionals, Managers & Specialists Agreement 2006

1. Parties

The Parties to this Agreement are:

- EnergyAustralia,
- Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch,
- Electricity Supply Professional Officers' Association, and
- New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union

2. Coverage and Duration

- 2.1 The Agreement regulates the terms and conditions of employment and rates of pay for current and future Employees who are covered by this Agreement, in addition to the EnergyAustralia Agreement 2006. Where this Agreement is silent, the EnergyAustralia Agreement 2006 conditions shall apply. If there is any inconsistency between this Agreement and the EnergyAustralia Agreement 2006, then this Agreement shall prevail to the extent of the inconsistency. This Agreement shall operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.
- 2.2 The Agreement shall be made for a period of two years commencing 19 December 2006.
- 2.3 This Agreement shall operate to regulate the terms and conditions of employment wherever current and future. Employees covered by the Agreement are employed by EnergyAustralia from time to time.
- 2.4 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.
- 2.5 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 clause, at all times, is subject to the conditions and provisions of EnergyAustralia's Merit Appointment Policy.

3. Salary

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

Level 1	\$113,268
Level 2	\$ 119,717
Level 3	\$ 129,607

On 19 December 2006, employees covered by this agreement will receive base pay increases of 3%. The new rates of pay are set out below:

Level 1	\$116,666
Level 2	\$123,309
Level 3	\$133,495

- 3.2 The salaries in (3.1) above are payable for all purposes and are inclusive of all allowances and hours of work other than:

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

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

3.2.3 Those entitlements inferred under Clause 10 of this Agreement

3.2.4 A weekly skills retention allowance, payable for all purposes, for the term of this Agreement only, ceases on 18 December 2008.

\$20.00 per week from 19 December 2006.

\$40.00 per week from 1 July 2007

- 3.3.1 Employees covered by this Agreement are not entitled to EnergyAustralia Employee Day.

4 Salary Adjustment

- 4.1 Salary increases received under this Agreement will be exactly the same as those received under the EnergyAustralia Agreement 2006. The increases will also occur on the same date.

- 4.2 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.

4.3 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).

4.4 Employees covered by this agreement will be entitled to any increases in employer sponsored superannuation as outlined under the EnergyAustralia Agreement 2006.

5 Fringe Benefits

5.1 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.

5.2 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

5.2.1 Employees are responsible for meeting 100% of any FBT cost incurred through salary packaging.

5.2.2 Motor vehicle arrangements are subject to the conditions and provisions of EnergyAustralia's Motor Vehicle Policy.

5.3 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.

6 Performance Agreements – Performance / Bonus Review

- 6.1 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.
- 6.2 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.
- 6.3 Each position covered by this Agreement will be the subject of a specific, individual job description to which the key areas / targets will relate.
- 6.4 The formal performance review will be held in July / August of each year and will be linked to the performance management system of EnergyAustralia.
- 6.5 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.
- 6.6 Each Performance Agreement will provide access to the performance-based remuneration where the Employee exceeds nominated performance targets.
- 6.7 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.
- 6.8 The maximum performance based bonus achievable is set at 10% of base salary.
- 6.9 Completed agreements must be submitted for registration with the Senior Manager and Remuneration and Benefits Administrator at the beginning of each bonus assessment year; being 1 July - 30 June.
- 6.10 Employees may elect to have their bonus payments deferred up to a maximum of 12 months.

7 Professional, Manager & Specialist

- 7.1 A "Professional, Manager & Specialist" Employee is an Employee designated by the Divisional Executive General Manager as such.
- 7.2 An Employee designated as a Professional, Manager & Specialist may enter into an individual employment contract with EnergyAustralia.
- 7.3 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
- 7.4 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.
- 7.5 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
- 7.6 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 Agreement covering EnergyAustralia.

- 7.7 Existing Employees of EnergyAustralia will have the option to remain on the Professionals, Managers & Specialists Agreement, or accept promotion to the relevant Agreement with coverage of the position. The 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.

8 Individual Variations

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 All variations will expire upon the expiration of this Agreement.
- 8.5 Any disputes, claims or grievances regarding variations will be subject to EnergyAustralia's Grievance Procedure, or Clause 5 of the EnergyAustralia-Agreement 2006 Dispute Resolution.
- 8.6 All Individual Variations Agreements must be recorded in writing and will be made in accordance with the agreed guidelines developed by the parties to this agreement.

9 Hours of Work

- 9.1 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.
- 9.2 Employees under this Agreement are not entitled to Rostered Days Off.

10 Overtime

- 10.1 Overtime will only be paid with the approval of the relevant Executive General Manager (or their delegate). Where it is paid, overtime will be paid in accordance with the provisions of the EnergyAustralia- Agreement 2006.
- 10.2 The Employee and the Manager may agree to time off work without deduction from salary for other than incidental overtime.

11 Duties as Directed

- 11.1 The relevant Executive 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.

12 Multi-Skilling of Positions

- 12.1 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.
- 12.2 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.

13 Acting in Positions

- 13.1 Employees who are not employed in a job covered by this Agreement but who act in a position covered by this Agreement shall be paid the salary for the position at the appropriate level of remuneration and shall work in accordance with the conditions of this Agreement while acting. EnergyAustralia Agreement 2006 Employees who act in an Professional, Managers & Specialists Agreement position will not be entitled to either take or accrue rostered days off during the period of so acting.

- 13.2 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.
- 13.3 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. Executive General Managers / Managers may review and set the higher-grade rate where applicable.
- 13.4 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.

Schedule 3 – Engineers’ Agreement 2006

1 Parties

The Parties to this Agreement are:

- EnergyAustralia
- Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch, and
- Electricity Supply Professional Officers’ Association

2 Coverage and Duration

2.1 This Agreement provides coverage of EnergyAustralia Engineers.

2.2 The Agreement regulates the terms and conditions of employment and rates of pay for current and future engineers who are covered by this Agreement, in addition to the EnergyAustralia Agreement 2006. Where this Agreement is silent, the EnergyAustralia Agreement 2006 conditions shall apply. If there is any inconsistency between this Agreement and the EnergyAustralia Agreement 2006, then this Agreement shall prevail to the extent of the inconsistency. This Agreement shall operate in conjunction with relevant policies and procedures adopted by EnergyAustralia from time to time.

2.3 The Agreement shall be made for a nominal period of 2 years commencing from 19 December 2006

2.4 No Employee shall be appointed 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 clause, at all times, is subject to the conditions and provisions of EnergyAustralia’s Merit Appointment Policy.

3. Salary

- 3.1 Existing Employees covered by this Agreement shall be appointed to the salaries set out below, as from 19 December 2006 .

BAND	LEVEL	SALARY
1	1	\$58,988
	2	\$61,684
	3	\$68,107
	4	\$73,725
	5	\$78,233
2	1	\$86,385
	2	\$91,671
	3	\$99,226
3	1	\$103,242
	2	\$107,400

- 3.2 The tabled salaries in (3.1) above are payable for all purposes and are inclusive of all allowances other than:

- 3.2.1 Travel or living expenses when working for EnergyAustralia. This clause operates with respect to EnergyAustralia Agreement 2006 and policy and procedure.
- 3.2.2 Reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia. Employees should refer to the relevant EnergyAustralia policies and procedures for more information in respect of this clause.
- 3.2.3 Any entitlements under Clause 8 of this Agreement.
- 3.2.4 On Call Allowances as outlined in the EnergyAustralia Agreement 2006.
- 3.2.5 First Aid Allowance as outlined in the EnergyAustralia Agreement 2006.
- 3.2.6 Meal Allowance as outlined in the EnergyAustralia Agreement 2006.
- 3.2.7 Private Vehicle Usage – ATO Rates as outlined in the EnergyAustralia Agreement 2006.
- 3.2.8 A weekly skills retention allowance, payable for all purposes, for the term of this Agreement only, ceases on 18 December 2008.
- \$20.00 per week from 19 December 2006
 - \$40.00 per week from 1 July 2007

4. Salary Adjustment

- 4.1 Salary increases received under this Agreement will be exactly the same as those received under the EnergyAustralia Agreement 2006. The increases will also occur on the same date.

5. Progression

- 5.1 Engineers appointed to Band 1 shall spend a minimum of twelve months at each level before being eligible to progress to the next level. A satisfactory Performance Development System (PDS) result (in accordance with Clause 10) is required each year in order to progress. An engineer shall complete a minimum of 18 months service in Band 1 before becoming eligible to apply for advertised Band 2 positions. The Executive General Manager may approve exceptions to the minimum service requirement at Band 1.
- 5.2 Progression from Band 1 to Band 2 will be by Merit Appointment only.
- 5.3 To progress from Band 2 Level 1 to Band 2 Level 2 an Engineer must be able to demonstrate two years service at Band 2 Level 1 and a satisfactory PDS result in both years.
- 5.4 To progress from band 2 Level 2 to Band 2 Level 3 an Engineer must be able to demonstrate three years service at Band 2 Level 2 and a satisfactory PDS result in all three years.
- 5.5 Progression from band 2 to Band 3 will be by Merit Appointment only.
- 5.6 Employees deemed Present Occupant Only will not be eligible to progress to Band 3 Level 2.
- 5.7 To progress from Band 3 Level 1 to Band 3 Level 2 the engineer must be able to demonstrate three years service at Band 3 Level 1; and
- 5.7.1 a satisfactory PDS outcome in all three years.

6. Performance Development System

- 6.1 The performance development process involves engineers and their manager determining what needs to be done during the year, discussing progress, reviewing achievement and giving feedback. Workplans are focused on our corporate goals and single set of shared goals.
- 6.2 A formal performance progress review should be carried out with the Manager or Supervisor six months after you have agreed your Workplan objectives. The

final performance review shall then be carried out at the end of 12 months. The performance development system cycle operates on a financial year basis.

7. Individual Variations

- 7.1 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.
- 7.2 All such variations agreed between the Employer and the Employee will, on request, be notified to the industrial organisation of which the Employee is a member on a confidential basis.
- 7.3 All variations will expire upon the expiration of this Agreement.
- 7.4 Any disputes, claims or grievances regarding variations will be subject to EnergyAustralia's Grievance Procedure, or Clause 5 of the EnergyAustralia Agreement 2006.
- 7.5 All Individual Variations Agreements must be recorded in writing and will be made in accordance with the agreed guidelines developed by the parties to this agreement.

8. Overtime

- 8.1 This clause refers to the Overtime clause that appears in the EnergyAustralia Agreement 2006. Any changes to the aforementioned EnergyAustralia Agreement 2006 clause shall take effect in this Agreement. Those people who are required to perform other than incidental overtime will be paid at the appropriate rate.
- 8.2 This clause applies unless varied by an Individual Variation Agreement.

9. Secondment

- 9.1 An existing employee covered by this Agreement may be employed under an individual contract of employment for a specific period of time. During that time the terms and conditions of the individual contract will apply to the exclusion of this Agreement. On termination of this period of time / contract the Employee will revert back to the employment conditions prescribed by this Agreement.

10. Duties as Directed

- 10.1 The relevant Executive 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.

11. Multi-Skilling of Positions

- 11.1 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.
- 11.2 All Employees covered by this Agreement may be required by the Employer to undertake a reasonable level of training to enhance the employee's skill level. 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. Wherever a position is redesigned or multi-skilling of an existing position is identified as a desired outcome, consultation with the affected workgroup/individual shall take place.

12. Acting in Positions

- 12.1 Employees who act in a position covered by this Agreement shall be paid the salary for the position as described in Clause 3 and in accordance with the conditions of this Agreement while acting.
- 12.2 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. Executive General Managers / Managers may review and set the higher-grade rate where applicable. Engineers Agreement Employees who act in a Senior Contract position will not be entitled to either take or accrue rostered days off during the period of so acting.

Schedule 4 – EnergyAustralia Executive Assistants' Agreement 2006

1. Parties

The Parties to this Agreement are:

- EnergyAustralia,
- Electricity Supply Professional Officers' Association, and
- New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union

2. Coverage and Duration

- 2.1 The Agreement will provide coverage for current and future employees classified as Executive Assistants to EnergyAustralia's Managing Director, Executive General Managers, and the Corporate Secretariat.
- 2.2 The Agreement regulates the terms and conditions of employment and rates of pay for the current and future Employees who are covered by this Agreement in addition to the EnergyAustralia Agreement 2006 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.
- 2.3 The Agreement shall be made for a period of two years commencing 19 December 2006.
- 2.4 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.
- 2.5 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 that follows re-evaluation of a position. This clause, at all times, is subject to the conditions and provisions of EnergyAustralia's Merit Appointment Policy.

3. Salary

- 3.1 Existing Employees covered by this Agreement shall be paid the appropriate wage or salary according to their approved pay point within the Administrative/ Clerical pay structure, including any access to Supplementary Pay Points as managed separately by each Division.
- 3.2 Transferral from EnergyAustralia Agreement 2006 to Agreement conditions involves the relinquishing of Rostered Days Off (RDOs) for those Employees who will meet the standard hours of work as identified at Clause 6, depending on both the business requirements and the individual's needs. Due to the variation of terms required by Employees covered by this agreement with regard to relinquished RDOs, details will be provided in an individual variation agreement, as set out at Clause 5.
- 3.2.1 An individual who nominates to relinquish any RDOs through an individual variation agreement will have the compensatory amount added to their base salary.
- 3.2.2 Relinquished RDOs will be compensated at ordinary time only.
- 3.3 The salaries in (3.1) above are payable for all purposes and are inclusive of all allowances and hours of work other than:
- 3.3.1 Travel or living expenses when working for EnergyAustralia. This clause operates with respect to EnergyAustralia policy and procedure.
- 3.3.2 Reimbursement of business related/ educational expenses incurred in the course of employment with EnergyAustralia.
- 3.3.3 Any individual variation agreement made, as identified at Clause 5 of this Agreement, made in accordance with the agreed guidelines developed by the parties to this Agreement.

4. Performance / Bonus Review

- 4.1 The Employees covered by this Agreement are entitled to receive an agreed minimum remuneration in recognition of services for EnergyAustralia at an agreed standard. Further, those Employees may be entitled to receive additional remuneration for performance determined by reference to key result areas.
- 4.2 The maximum performance based bonus achievable is set at 10% of base salary as identified in the individual variations agreement.

- 4.3 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.
- 4.4 Each position covered by this Agreement will be the subject of a specific, individual job description to which the key areas / targets will relate.
- 4.5 The formal performance review will be held in July / August of each year and will be linked to the performance management system of EnergyAustralia.
- 4.6 The Employee's performance for the year will be assessed against the achievement of the 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.
- 4.7 The performance-based remuneration will be determined by weighting based on 20% divisional and 80% 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.
- 4.8 Each Performance Agreement will provide access to the performance-based remuneration where the Employee exceeds nominated performance targets.
- 4.9 The maximum total remuneration, as identified at Clause 4.2 above, for any year will be determined according to the Employee's performance based remuneration outcome. 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.
- 4.10 Completed performance agreements must be submitted for registration with the Managing Director, Executive General Manager or Corporate Secretary, and the Remuneration and Benefits Administrator at the beginning of each bonus assessment year, being 1 July - 30 June.
- 4.11 Achievement of performance related remuneration under this Agreement will operate in accordance with EnergyAustralia's bonus payment policy.

5. Individual Variations

- 5.1 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.

- 5.2 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.
- 5.3 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.
- 5.4 All variations will expire upon the expiration of this Agreement.
- 5.5 Any disputes, claims or grievances regarding variations will be subject to EnergyAustralia's Grievance Procedure, or Clause 5 of the EnergyAustralia Agreement 2006 Disputes Resolution.
- 5.6 All individual variations must be recorded in writing and will be made in accordance with the agreed guidelines developed by the parties to this agreement.

6. Hours of Work

- 6.1 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, unless an individual variation agreement establishes otherwise.

7. Overtime

- 7.1 Overtime will be paid at the discretion of the individual manager and in accordance with the EnergyAustralia Agreement 2006.
- 7.2 Overtime will not be claimed by or paid to employees covered by this agreement in the following circumstances:
 - 7.2.1 When receiving phone calls or responding to messages outside normal rostered working hours or during a rostered day off.
 - 7.2.2 When providing advice or finding solutions outside normal rostered working hours or during a rostered day off.

- 7.2.3 When required to adjust starting and finishing times to accommodate short term variance in work demands.

8. Fixed Term Employment

- 8.1 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.
- 8.2 Fixed term Employees shall be paid and be entitled to all the conditions under this Agreement which are appropriate.
- 8.3 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.
- 8.4 Employees covered by the classifications under the EnergyAustralia Agreement 2006 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 EnergyAustralia Agreement 2006 conditions of employment.
- 8.5 Any external engagement(s) under this clause are subject to the exhaustion of internal merit appointment alternatives and are for the purpose of providing coverage during extended periods of leave which may be taken by the incumbent Employee from time to time.
- 8.6 Access to performance based remuneration for employees engaged under this clause will be determined by application of EnergyAustralia's bonus payment policy to the specific conditions of engagement.

9. Secondment

- 9.1 Where an 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.
- 9.2 Where an employee successfully applies for a seconded role covered by the EnergyAustralia Agreement 2006, all relevant EnergyAustralia Agreement 2006 conditions and rates of pay of the advertised role shall apply.

10. Duties as Directed

- 10.1 The relevant Executive General Manager, Managing Director, or Corporate Secretary 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, and satisfy any relevant professional code of ethics.

11. Competency Development Framework

- 11.1 The Parties to this Agreement acknowledge that the continuing development of the positions covered by this Agreement is in the interests of EnergyAustralia and can be enhanced through a competency framework, to compliment the delivery of performance related remuneration and identify the areas of development for the individual that may be appropriate.
- 11.2 The competency framework will be aligned to the nationally recognised competency standards, and comply with the National Qualifications Packaging Rules in order to gain recognised qualification/s, as established by the Australian National Training Authority.
- 11.3 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.

12. Acting in Positions

- 12.1 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 Agreement 2006, but shall be paid the salary for the position at the base grade of the incumbent, without access to the additional Supplementary Pay Points and shall work in accordance with the conditions of this Agreement while acting.
- 12.2 EnergyAustralia Agreement 2006 employees who act in a position covered by this Agreement are entitled to accrue all rostered days off which occur during the period of acting, up to a maximum of 12 months, in order to meet the hours of work as stipulated at Clause 6.

- 12.2.1 The employee may elect to receive payment for all accrued RDOs, prior to returning to their EnergyAustralia Agreement 2006 position, subject to management approval. Such payment will be made at the base rate paid whilst working under the conditions of this agreement.
- 12.2.2 Alternatively the employee may elect to utilise the balance of accrued RDOs as a form of leave, within 6 months of returning to their EnergyAustralia Agreement 2006 position, subject to management approval.
- 12.2.2.1 Where an employee has been acting in a position covered by this Agreement for the maximum period of 12 months then the election to utilise the balance of RDOs as a form of leave must be within 12 months of returning to their EnergyAustralia- Agreement 2006 position.
- 12.2.3 The above election at 12.2.2 and 12.2.2.1 must be made prior to commencing in the Acting position covered by this Agreement and with the approval of the releasing manager.
- 12.3 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.
- 12.4 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. Executive General Managers / Managers may review and set the higher-grade rate where applicable.
- 12.5 Where an employee successfully applies to act in a position covered by the EnergyAustralia Agreement 2006, all relevant EnergyAustralia Agreement 2006 conditions and rates of pay of the acting role shall apply.
- 12.6 If an Employee takes any form of leave during the first 13 weeks of an acting higher grade, the period of leave will not attract the higher rate of payment.
- 12.7 Any application of the performance-based remuneration as identified at Clause 4 of this agreement shall be in accordance with the EnergyAustralia Bonus Payment Policy.

Schedule 5 – EnergyAustralia Commercial Graduate Agreement 2006

1. Parties

The Parties to this Agreement are:

- EnergyAustralia
- Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch
- Electricity Supply Professional Officers' Association
- New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union

2. Coverage and Duration

- 2.1 The Agreement totally regulates the terms and conditions of employment and rates of pay for current and future employees who are covered by this Agreement in addition to the EnergyAustralia Agreement 2006 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.
- 2.2 The Agreement shall be made for a period of two years commencing from 19 December 2006.
- 2.3 This Agreement shall operate to regulate the terms and conditions of employment of current and future employees covered by the Agreement whose letter of appointment states their employment classification to be that of a Commercial Graduate.
- 2.4 If a Commercial Graduate is appointed to an established position within EnergyAustralia their terms and conditions will cease to be covered by this Agreement and will thereafter be covered by the relevant Agreement covering the classification or position occupied.

3. Declaration

- 3.1 The Parties declare that the arrangements contained in this Agreement are intended to be unique pay and conditions arrangements for a small number of employees to be employed as part of a Commercial Graduate Program.

- 3.2 The Parties declare that it is not their intention to promote these arrangements as being suitable for employees other than Commercial Graduate Program employees.

4. Salary

- 4.1 First Year – On commencement - \$46,339.
- 4.2 Second Year – subject to satisfactory performance assessment – to a maximum of \$50,973.
- 4.3 The salaries in 4.1 and 4.2 above are payable for all purposes and are inclusive of all allowances and hours of work other than
- 4.3.1 travel or living expenses when working outside EnergyAustralia's supply area.
- 4.3.2 reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia.
- 4.4 Progression beyond the salary in 4.1 above is subject to satisfactory performance against agreed Key Result Areas, negotiated between the employee and supervisor.

5. Hours of Work

- 5.1 Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will normally involve work over a 5-day week, 8 hours per day, Monday to Friday. Ordinary hours of work will not exceed 40 per week averaged over 52 weeks.
- 5.2 The start and finish times shall be agreed with each employee and shall be flexible enough to meet both their personal needs and the needs of the job and the customers.
- 5.3 Employees are entitled to an unpaid break of 30 minutes per day. The exact timing and duration shall be agreed on an ad hoc basis to meet both the employee's needs and the needs of the job and the customers.
- 5.4 Employees can be granted time off in lieu of additional hours worked with the agreement of their manager. Any additional hours worked shall be reasonable in light of the rates of pay involved.

6. Overtime

- 6.1 Any additional hours worked shall not be paid separately. Individual employees and individual managers shall agree on time in lieu where appropriate.

7. Public Holidays

- 7.1 Employees are entitled to be absent from work without loss of ordinary pay for any day which is Gazetted as a Public Holidays for the areas in which they would normally work. Employees under this agreement are not entitled to EnergyAustralia Employee Day.

8. Terms of Employment

8.1 Notice of Termination

- 8.1.1 EnergyAustralia shall give an employee 4 weeks of notice or payment in lieu:

8.1.1.1 This period of notice given by Energy Australia is increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service with Energy Australia.

8.1.1.2 This shall not limit EnergyAustralia's right to dismiss an employee without notice for serious misconduct.

8.1.1.3 Employees shall provide EnergyAustralia with not less than four week's notice of termination or forfeit four week's wages in lieu.

- 8.2 If an employee is absent without notifying EnergyAustralia for a continuous period of five working without reasonable cause, they will be considered to have abandoned their employment and may be dismissed effective from the last day actually worked.

- 8.3 The decision to dismiss an employee shall rest with the Executive General Manager.

- 8.4 Money cannot be deducted from an employee's pay without written authority from the employee except where an employee resigns and annual leave has been taken in advance but has not yet accrued on a pro rata basis.

- 8.5 Employees are not entitled to pay in the following circumstances:

8.5.1 where an employee is absent without authorisation, or

8.5.2 where an employee is absent due to sickness but has no entitlement to paid sick leave, or

8.6 Suspension without pay for an appropriate time may be applied as an alternative to dismissal. This should be discussed with the employee and the relevant union before a final decision is made.

8.7 The EnergyAustralia redundancy policy applies to individuals under this agreement.

9. Duties as Directed

9.1 The relevant Executive General Manager may direct employees under this Agreement to carry out such duties at their normal place of employment or other locations 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.

10. Miscellaneous Conditions of Employment

10.1 Death of Employee

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

10.2 Further Education expenses

Compulsory textbooks and self-education expenses will be 100% refundable, subject to on-going satisfactory work performance and successful completion of all subjects.