

Ausgrid Enterprise Agreement 2021

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1. TITLE

This Agreement will be known as the Ausgrid Enterprise Agreement 2021.

2. COVERAGE AND OPERATION OF AGREEMENT

2.1 Date and period of operation

This Agreement shall take legal effect seven days after the date of its approval by the Fair Work Commission (**FWC**) and will nominally expire on 1 July 2024.

2.2 Application and parties covered

This Agreement covers:

2.2.1 Ausgrid Management Pty Ltd (**Ausgrid** or the **employer**); and

2.2.2 Current and future employees of Ausgrid employed in the classifications listed in this Agreement at Appendix 1A or the bands in Appendix 4 but excluding the employees described in clause 2.2.5;

2.2.3 and subject to the provision below, also covers:

- (i) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia [CEPU];
- (ii) NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Branch of the Australian Municipal, Administrative, Clerical and Services Union [ASU/USU];
- (iii) The Association of Professional Engineers, Scientists and Managers, Australia [APESMA] known as Professionals Australia [PA]
- (iv) The Community and Public Sector Union [SPSF Group] New South Wales Branch;
- (v) Construction, Forestry, Maritime Mining and Energy Union - Northern Mining and NSW Energy District [CFMMEU],

provided the above employee representatives give notice in accordance with section 183(1) of the Fair Work Act 2009 (the **Act**), and the FWC notes in its decision to approve the Agreement, that the Agreement covers these employee representatives.

2.2.4 Subject to clause 2.2.5, this Agreement covers the following categories of employees:

- (a) employees who are engaged in the bands in Appendix 4 of this Agreement and whose Ordinary Rate of Pay is at or below Band D(3) in Appendix 4 of this Agreement;
- (b) employees who are appointed as Professionals, Managers and Specialists under clause 45 of this Agreement and whose Ordinary Rate of Pay is as set out in Appendix 1A of this Agreement;
- (c) employees who are appointed as Engineers under the bands in Appendix 4 of this Agreement and whose Ordinary Rate of Pay is at or below Band D(3) in Appendix 4;
- (d) employees covered by the terms and conditions in Appendix 2 – Contract to EBA Transition.

2.2.5 This Agreement shall not cover:

- (a) any employee who is not engaged in a classification in Appendix 1 or the bands in Appendix 4 and who receives an Ordinary Rate of Pay;
 - (i) above Band D(3) in Appendix 4 of this Agreement; or
 - (ii) in the case of Professionals, Managers and Specialists, above Level 3 as outlined in Appendix 1A of this Agreement; and
- (b) any person employed as a Senior Employee Relations Advisor, Employee Relations Advisor, Employee Relations Officer or People Partner (or equivalent role title).

3. RELATIONSHIP TO PARENT AWARD AND OPERATION

- 3.1 This Agreement covers employees to the exclusion of the Electrical Power Industry Award 2020, rescinds and replaces all awards and previous Ausgrid enterprise agreements between the persons covered by this Agreement including but not limited to the Ausgrid Enterprise Agreement 2018 including Appendix 1 to 5 inclusive.
- 3.2 The parties to this Agreement agree that the remuneration payable under this Agreement is in satisfaction of any entitlements or benefits under any award or applicable industrial instrument that applies to the employees covered by this Agreement.
- 3.3 The parties to this Agreement 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.
- 3.4 Negotiations for a replacement agreement will commence within the six (6) month period, but no later than four (4) months, before the nominal expiry of this Agreement.
- 3.5 Any remuneration paid by Ausgrid 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.

4. PURPOSE AND PRINCIPAL OBJECTS OF AGREEMENT

- 4.1 The parties covered by this Agreement commit to the adoption of new technology and regularly reviewing and changing work processes and structures to achieve a commercially viable operation that is safe, sustainable and meets the needs of Ausgrid's customers.
- 4.2 The parties covered by this Agreement commit to implement changes which meet the goals set out in clause 4.1 and ensure continuous improvement of Ausgrid structures and processes.
- 4.3 The parties covered by this Agreement undertake to achieve best practice and business success through increased productivity measured in terms of safety, timely completion of work, quality and cost.

5. SAFETY

- 5.1 Ausgrid and its employees recognise their obligations under workplace health and safety legislation to ensure the workplace is safe.
- 5.2 Ausgrid's primary concern is the health and safety of its employees, contractors, visitors, customers and the general public. The parties to this Agreement agree to share an ongoing commitment to promote the health, safety and welfare of all employees, contractors, customers, visitors and the general public and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.

6. DEFINITIONS

- 6.1 **"Act"** means the Fair Work Act 2009.
- 6.2 **"Appointed position"** means the position to which an employee has been appointed.
- 6.3 **"Ausgrid" or the "employer"** in this agreement means Ausgrid Management Pty Ltd.
- 6.4 **"Casual employee"** means an employee who is engaged as such to work on an hourly or daily basis, with a minimum engagement of three (3) hours.
- 6.5 **"Fixed Term employee"** means an employee who is engaged for a fixed period.
- 6.6 **"Full time employee"** means an employee who is engaged for an average of 36 hours per week, or 40 hours for an employee covered by clause 45 PM&S and Appendix 2 – Contract to EBA Transition.
- 6.7 **"Medical Officer"** unless specified otherwise, means Ausgrid's Medical Officer or a medical practitioner acting on Ausgrid's behalf.
- 6.8 **"NES"** means the National Employment Standards as contained in the Act.
- 6.9 **"Ordinary Rate of Pay"** means the rate of pay applicable to the appointed band and level under Appendix 4 of an employee as prescribed in this Agreement and does not include shift allowance, weekend and/or holiday or other penalty rates of pay.
- 6.10 **"Part-time employee"** means an employee who is engaged for less than full time ordinary hours (36 hours), or 40 hours for an employee covered by clause 45 PM&S and Appendix 2 – Contract to EBA Transition as prescribed by the Agreement on a permanent basis, with regular days and number of hours each week.
- 6.11 **"Retirement-Ill Health"** means termination of employment by Ausgrid on account of ill-health, it being certified by Ausgrid's Medical Officer or a medical practitioner agreed between the parties, that such ill-health renders the employee unable in the future to perform the duties of the employee's appointed position or equivalent.
- 6.12 **"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.
- 6.13 **"Scheduled Day Off"** means a day off in accordance with a regular nine day fortnight working period arrangement.

- 6.14 **“Trades People”** are occupational groups whose members are required to serve an apprenticeship.

7. PART-TIME EMPLOYMENT

- 7.1 A part-time employee is employed on a part-time basis and shall be paid the Ordinary rate of pay for their appointed position calculated on the number of hours worked each week.
- 7.2 A part-time employee shall be entitled to all conditions of this agreement on a pro rata basis, commensurate with their normal hours worked each week.
- 7.3 At the time a permanent part time work arrangement is agreed, whether at the time of engagement or subsequently, Ausgrid and the part-time employee will agree in writing on a regular pattern of work including the hours to be worked and the starting and finishing times on each day.
- 7.4 Any agreed variation to the regular pattern of work will be recorded in writing.
- 7.5 All time worked in excess of the agreed hours will be overtime and paid for at overtime rates.
- 7.6 A part-time employee is an employee who is engaged to work on a part-time basis. Full time employees who reduce their hours to less than full time hours for a specified period by agreement with Ausgrid (for example, through a request for flexible working arrangements under the Act) are not part-time employees.
- 7.7 Full time employees who reduce their hours by agreement with Ausgrid:
- 7.7.1 will be paid a pro rata rate of pay commensurate with their normal hours worked each week;
 - 7.7.2 are entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week; and
 - 7.7.3 are not eligible to be paid overtime rates for hours worked in excess of the reduced hours agreement until the employee works in excess of the ordinary full time hours of work for their position.
 - 7.7.4 A full time employee and Ausgrid may agree to change the employee's engagement from a full time employee to a part time employee. In such cases, the employee is a part time employee and has no right to return to their position on full time hours without further agreement.
 - 7.7.5 Any redundancy payments paid to an employee who undertook part-time hours in their career will be calculated on an average of ordinary hours worked by the employee over the course of their employment or their ordinary hours at the time of their redundancy, whichever is the greater, provided that Ausgrid will ensure that the employee is not paid less than their minimum redundancy pay entitlements under s119 of the Act.

8. CASUAL EMPLOYMENT

- 8.1 Casual employees are paid a loading of 25 per cent which is in lieu of annual leave, paid personal/carer's leave, public holidays not worked, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment under this Agreement.
- 8.2 Casual employees are entitled to the entitlements prescribed below:
- 8.2.1 Long Service Leave in accordance with the NES and relevant legislation.

- 8.2.2 Time and half plus the 25 per cent loading for all hours worked in excess of eight (8) hours per day or 72 hours per fortnight or outside the spread of hours or on a Saturday before midday.
- 8.2.3 Double time plus 25 per cent for all hours worked after midday on a Saturday or on a Sunday or an Agreement/Public Holiday.
- 8.2.4 Eligibility for meal allowances and meal breaks as provided in Clause 22 Meal Break/Meal Allowance of this Agreement.
- 8.3 Ausgrid recognises it is necessary to maintain a solid core workforce of permanent employees with others (eg. casuals, fixed term, labour hire and contractors) assisting or supplementing where business so demands. Wherever practicable, Ausgrid will endeavour to employ permanent employees.

8.4 Casual Conversion

- 8.4.1 A casual employee engaged by Ausgrid on a regular and systematic basis for a sequence of period of employment under this Agreement during a calendar period of six (6) months shall thereafter have the right to elect to have their ongoing contract of employment converted to a permanent full time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this clause.
- 8.4.2 Ausgrid shall give such an employee notice in writing of the provisions of this clause within four (4) weeks of the employee having attained such period of six (6) months. However, the employee retains their right of election under this clause if Ausgrid fails to comply with this notice requirement.
- 8.4.3 Any casual employee who has a right to elect under clause 8.4.1, upon receiving notice under clause 8.4.2 or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to Ausgrid that they seek to elect to convert their ongoing contract of employment to either full time or part-time employment, and within four (4) weeks of receiving such notice from the employee, Ausgrid shall consent to or refuse the election, but may only refuse the election on reasonable grounds. Where Ausgrid 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.
- 8.4.4 Any casual employee who does not, within four (4) weeks of receiving written notice from Ausgrid, elect to convert their ongoing contract of employment to either full time employment or part-time employment, will be deemed to have elected against any such conversion.
- 8.4.5 Once a casual employee has elected to become and been converted to either a full time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Ausgrid.
- 8.4.6 If a casual employee has elected to have their contract of employment converted to either full time or part-time employment in accordance with clause 8.4.3, Ausgrid and the employee shall discuss and agree upon:
 - (a) whether the employee will convert to being a full time or part-time employee; and
 - (b) 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 will be consistent with the preceding pattern of hours worked and any other part-time employment provisions of this Agreement.

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 Ausgrid and the employee.

8.4.7 Following an agreement being reached pursuant to clause 8.4.6, the employee shall convert to either full time or part-time employment.

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

8.4.9 Disputes regarding the application of this clause

Where a dispute arises as to the application or implementation of clause 8.4, the matter shall be dealt with pursuant to the Dispute Settlement Procedure contained in clause 41.

9. LABOUR HIRE/AGENCY HIRE WORKERS

9.1 Persons covered by this Agreement recognise the need for Ausgrid to utilise labour hire workers from time to time to meet short term business needs. Ausgrid will consult with the relevant persons and their representatives in relation to the prospective need for labour hire utilisation. Short term means a maximum of six (6) months except in circumstances where consultation to extend this timeframe has taken place.

9.2 Labour Hire/Agency Hire Workers shall not be used as an alternative to ongoing permanent employment.

10. FIXED TERM EMPLOYMENT

10.1 Fixed term employees shall be paid at the relevant rate they are appointed to and are entitled to all the conditions under this Agreement except where otherwise stated.

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

10.3 Ausgrid may engage employees on a fixed term basis for a period of up to 12 months. Any extension beyond 12 months will be the subject of prior consultation.

10.4 Clause 10.3 shall not apply when Ausgrid engages a Graduate Engineer, Graduate, Apprentice, Cadet or Trainee, where the following fixed terms will apply:

10.4.1 For a Graduate Engineer, a fixed term of up to three (3) years.

10.4.2 For a Graduate, other than a Graduate Engineer, a fixed term of up to two (2) years

10.4.3 For an Apprentice, a fixed term of up to four (4) years.

10.4.4 For a Cadet, a fixed term of up to five (5) years.

10.4.5 for a Trainee, a fixed term of up to five (5) years.

- 10.5 At the completion of their graduate course, apprenticeship, traineeship or cadetship at a standard satisfactory to Ausgrid, the employee may be considered for appointment to a permanent role, if a suitable vacancy exists.
- 10.6 Fixed term employment shall not be used as an alternative to ongoing permanent employment.

11. APPRENTICES, CADETS AND TRAINEES

- 11.1 Apprentices who are appointed as a Tradesperson in Ausgrid shall be paid the appropriate full adult rate.
- 11.2 When an apprentice reaches the age of 21 they shall be paid the adult apprentice rates in Appendix 1C.
- 11.3 Adult apprentices maybe selected from Ausgrid employees in non-trade or trade positions who are selected by merit to take up an offer of an apprenticeship in a trade or in a different trade. Internal Adult Apprentices will be paid the rate listed in Appendix 1C for the duration of their apprenticeship.
- 11.4 Apprentices may not be required to undertake shift work or overtime where it clashes with their training.
- 11.5 Apprentices shall be paid the Electrical Safety Rules allowance as specified in Appendix 1C from the date they complete the Electrical Safety Rules Test.
- 11.6 Cadets shall be paid the rates in Appendix 1D.
- 11.7 Trainees shall be paid the rates in Appendix 1E.

12. INDIVIDUAL FLEXIBILITY TERM

- 12.1 Ausgrid and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - 12.1.1 the arrangement deals with one or more of the following matters:
 - (a) taking accumulated RDOs;
 - (b) salary sacrifice; and
 - 12.1.2 the arrangement meets the genuine needs of Ausgrid and the employee in relation to one or more of the matters mentioned in 12.1.1; and
 - 12.1.3 the arrangement is genuinely agreed to by Ausgrid and the employee.
- 12.2 Ausgrid must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act ; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 12.3 Ausgrid must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of Ausgrid and employee; and

- (c) is signed by Ausgrid and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

12.4 Ausgrid must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

12.5 Ausgrid or the employee may terminate the individual flexibility arrangement:

- (a) by giving no less than 28 days written notice to the other party to the arrangement; or
- (b) at any time, if Ausgrid and the employee agree in writing.

13. CLASSIFICATIONS AND ADVANCEMENT

Appendix 4 Career, Capability and Remuneration of this Agreement sets out employees' classification structure and advancement, including training.

14. WAGES & SALARIES

14.1 Employees covered by this Agreement as classified in Appendix 1A, 1B, 1C 1D,1E and Appendix 4 are to be paid the appropriate wages or salary according to their appointed position as per Appendix 1 or Appendix 4. Wages and salaries under this agreement are shown in Appendix 1 and Appendix 4. They reflect the increases and dates of effect set out in the table below.

Date	From 1 September 2021	From 1 September 2022	From 1 September 2023
Percentage	2.5%	2.95%	3.0%

Employees will receive a back payment adjustment to 1 September 2021 and will be paid within the first full pay cycle that occurs 7 business days following notification of approval of the Ausgrid Enterprise Agreement 2021 by the FWC.

14.1.1 The above increases will also apply to the salaries covered under Appendix 2, Contract to EBA Transition.

14.2 The rates of pay set out in Appendix 1 and 4 include an "Ausgrid Allowance". This is shown in the table below:

Date	From 1 September 2021	From 1 September 2022	From 1 September 2023
Amount per week	\$58.65	\$60.38	\$62.19

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; work subject to the lack of the usual amenities and facilities; work subject to directions for alterations and variation of starting and/or finishing locations; work subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; work

subject to requirements to complete proficiency tests; and work subject to changes in the system of working.

- 14.3 Employees are not entitled to pay in the following circumstances:
- 14.3.1 where an employee is absent without authorisation; or
 - 14.3.2 where an employee is absent due to illness or injury but has no entitlement to paid sick leave; or
 - 14.3.3 where an employee has been suspended without pay as a consequence of a disciplinary matter.
- 14.4 Money cannot be deducted from an employee's pay without written authority from the employee except where an employee leaves Ausgrid and annual leave has been taken in advance but has not yet accrued on a pro rata basis.

15. METHOD OF PAYMENT

- 15.1 Employees shall be paid by direct transfer to a maximum of five major financial institutions, with a registered BSB number.
- 15.2 Employees shall be paid weekly on the agreed day except for employees covered by clause 45 (PM&S) and Appendix 2 (Contract to EBA Transition), who will be paid fortnightly (except in the case of financial hardship) on the agreed day.
- 15.3 In the event of an identified error in payroll that leads to an underpayment of rostered hours and associated allowances, Ausgrid will endeavor to rectify that error within 48 hours.
- 15.4 On termination of employment, employees will be paid all wages and entitlements on the date of termination of employment.

16. ALLOWANCES

16.1 General Allowances

- 16.1.1 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 1B, Extra Rates, Item No. 13.
- 16.1.2 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 1B, Extra Rates, Item No. 16. This is paid for the disability of wearing protective gear.
- 16.1.3 Employees who are engaged in removing asbestos or any method of sealing asbestos shall be paid the amount in Appendix 1B, Extra Rates, Item No. 17. This is paid for the disability of wearing protective gear.
- 16.1.4 Employees engaged on unusually dirty work or work of a particularly offensive nature shall be paid the extra rate set out in Appendix 1B, Extra Rates, Item No. 20.
- 16.1.5 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 1B, Extra Rates, Item No. 14.
- 16.1.6 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 1B, Extra Rates, Item No. 22.

16.1.7 Employees engaged in handling silicate of cotton, slag wool, insulwool or other similar loose material shall be paid the amount in Appendix 1B, Extra Rates, Item No. 19. This is paid for the disability of wearing protective gear.

16.1.8 Employees who are engaged in the Control Room or Despatch who are shift workers and are required to handover at the end of a complete scheduled shift worked, shall be paid the extra amount set out in Appendix 1B, Extra Rates, Item No 35 for an 8 hour shift or Item No 36 for a 12 hour shift.

16.2 Sustenance Allowance

Where an employee is required to work at a location which is not their usual place of work and is 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 Ausgrid, then the employee shall be paid the sustenance allowance rate outlined in Appendix 1B, Extra Rates, Item No. 23. Application of this clause will be notified 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.

16.3 First Aid Attendant Allowance

16.3.1 An employee is entitled to receive the First Aid Attendant Allowance as outlined at Appendix 1B, Allowances, Item No. 1, provided they:

- (a) hold a current recognised first aid certificate;
- (b) are designated by Ausgrid as a First Aid Attendant; and
- (c) carry out the duties as required by Ausgrid of a First Aid Attendant.

16.3.2 Where Ausgrid requires an employee to be a First Aid Attendant, Ausgrid will provide for the cost of the required training.

16.4 Occupational First Aid Attendant Allowance

16.4.1 An employee is entitled to receive the Occupational First Aid Attendant Allowance as outlined at Appendix 1B, Allowances, Item No. 34, provided they:

- (a) have successfully completed a current SafeWork NSW approved occupational first aid attendant course and advanced resuscitation certificate;
- (b) maintain the qualifications above at 16.4.1(a) as required by SafeWork NSW;
- (c) are designated by Ausgrid as an Occupational First Aid Attendant; and
- (d) carry out the duties as required by Ausgrid of an Occupational First Aid Attendant.

16.4.2 Where Ausgrid requires an employee to be an Occupational First Aid Attendant Ausgrid, will provide for the cost of the required training.

16.5 Cable Pit Allowance

- 16.5.1 An employee who carries out cable jointing within underground roadway pits or underground footway pits which are 1.5 metres or more in depth is entitled to receive a cable pit allowance per day worked as outlined at Appendix 1B, Item No. 21.
- 16.5.2 This allowance is paid for the disability of constantly undertaking cable jointing in congested restricted underground roadway pits which are typically encountered in many Sydney City cable pits.
- 16.5.3 This allowance is not payable to cable jointing undertaken within cable vaults, substations or tunnels.
- 16.5.4 Payment of this allowance requires approval of the employee's relevant line manager.

16.6 Use of Private Motor Vehicle

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 1B, Extra Rates, Item No. 33, provided the employee maintains the minimum of third party property damage insurance policy on that vehicle for any travel that is approved. However, wherever possible employees should use an Ausgrid vehicle for all purposes connected with their employment.

16.7 Reimbursement of licence costs

An employee who is paid up to or below Band C2 in Appendix 4 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.

16.8 Reimbursement of business calls for nominated employees

Nominated employees who are required to take or make business calls at home will be reimbursed the cost of telephone rental and/or business calls as determined by Ausgrid, or provided with a mobile phone.

17. SUPERANNUATION

17.1 Supplementary Superannuation

This clause applies to employees who:

- 17.1.1 were employed by Sydney County Council on or before 31 March 1977; and
- 17.1.2 contributed to the same Local Government Superannuation Scheme on 30 April 1990 that they were contributing to on 31 March 1977; and
- 17.1.3 compulsorily transferred to the State Authorities Superannuation Scheme on May 1990; and
- 17.1.4 have completed at least 20 years' continuous service with Ausgrid and Sydney County Council; and
- 17.1.5 retirement age or retired ill-health or was dismissed for reasons other than misconduct or took voluntary redundancy or died whilst still employed.
- 17.1.6 meet all the above conditions shall be paid a supplementary superannuation benefit equal to the difference between:

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

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; and

17.1.7 The monetary benefits directly attributable to all payments made or to be made in respect of the employee by Ausgrid 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.

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

17.1.9 This clause also applies to employees who were formerly employed by a County Council and who were transferred to Sydney County Council (Energy Australia/Ausgrid) on 1 January 1980 provided that:

(a) they maintained continuity of service in the transfer;

(b) they fulfil the requirements in sub-clause 17.1.1 of this clause

if they meet these criteria, service with Brisbane Waters, St George and MacKellar County Councils prior to being transferred to Sydney County Council (Energy Australia/Ausgrid) on 1 January 1980 will be counted in calculating any entitlement under this clause.

17.1.10 This 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, 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.

17.1.11 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.

17.2 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), unless the employee

nominates in writing to the Payroll Manager or their nominee, an alternative superannuation fund which complies with relevant superannuation legislation.

17.3 Wage Sacrifice To Superannuation

- 17.3.1 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 or other such complying fund.
- 17.3.2 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 17.3.1 by way of Superannuation contributions.
- 17.3.3 Subject to the provisions of relevant superannuation legislation, any Superannuation contributions paid under clause 17.3 shall be paid to the EISS or other such complying fund.
- 17.3.4 The employee may elect to have an amount paid by way of Superannuation contributions in lieu of wages on joining Ausgrid and thereafter may alter the amount paid by way of Superannuation contributions under clause 17.3 with effect from 1 July each year.
- 17.3.5 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 Ausgrid.

17.4 Additional Employer Superannuation Contribution

- 17.4.1 All employees, except those who are members of the Defined Benefit Superannuation Scheme and subject to clause 17.4.2 below will:
 - (a) receive a superannuation contribution of 15%;
 - (b) from 1 September 2023, receive a superannuation contribution of 15.5%(comprising the Commonwealth Government Superannuation Guarantee Contribution (SGC) and additional employer superannuation contribution).
- 17.4.2 Persons covered by this Agreement who are in the Defined Benefit Superannuation Scheme will receive a super contribution of 6% in addition to the required employer contribution applicable to the Defined Benefit Superannuation Scheme.
- 17.4.3 Notwithstanding 17.4.1 (b) and 17.4.2 should any increase to the SGC occur during the life of this Agreement these increases will be absorbed.

18. HOURS OF WORK

This clause applies except in the case of employees appointed as Professionals, Managers and Specialists (PM&S), in which case clause 45 applies, and employees covered by Appendix 2 – Contract to Agreement Transition, in which case Appendix 2 applies.

18.1 Hours

Subject to this clause the persons covered by this Agreement agree that it is essential that sufficient employees be scheduled to meet the business and customer service requirements in each workplace. Therefore, the hours of work and starting and finishing times of employees will be scheduled by Ausgrid after taking into consideration:

- 18.1.1 The provision of service;
- 18.1.2 The work of the branch, section or team; and
- 18.1.3 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 18.1.1, 18.1.2, 18.1.3 above. Individual schedules will not be altered so often that they would be disruptive to the work organisation and the employee's home lives. If it is proposed that the ordinary hours extend beyond eight (8) hours per day or 1800 hours 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.

18.2 Maximum Hours to be Worked

Full time employees, except under Clause 45, PM&S, Contract to EBA Transition, 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 20 Overtime.

18.3 Span of Ordinary Hours

The span of ordinary hours shall be 0600 hours to 1800 hours. Employees shall be available for work between these hours.

The span of hours can be adjusted by mutual agreement.

18.4 Normal Working Week

The normal method of scheduling hours will provide for a nine day fortnight. This may be departed from subject to consultation and mutual agreement. Alternative patterns of work may include patterns such as 12 hour day/six day fortnight, nine hour day/eight day fortnight, etc.

18.5 Flexibility

18.5.1 The scheduled start and finish times and duration of the working day can be altered 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 arrangements must be kept by the Manager.

18.5.1 (a) 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 1800 hours, or on a Saturday, Sunday or Agreement/Public Holiday will still attract the appropriate penalty rates.

18.5.2 Shift workers may work more than 72 hours in any fortnight which is averaged over a roster cycle.

19. SHIFT WORK

19.1 Definitions

- 19.1.1 **“Shift Work”** – work which is rostered outside the span of ordinary hours and which provides for two or more shifts on a day and which requires employees to rotate or alternate in working the shifts.
- 19.1.2 **“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 24, Annual leave.
- 19.1.3 **“Afternoon Shift”** is a shift finishing between 1800 and 2400 hours.
- 19.1.4 **“Early Morning Shift”** is a shift commencing between 0500 and before 0630 hours.
- 19.1.5 **“Seven Day Shift worker”** is a shift worker who is regularly rostered to work on each day of the week and to be clear is a shift worker for the purposes of the Act National Employment Standards.
- 19.1.6 **“Night Shift”** is a shift finishing between 2400 and 0800 hours.

19.2 Shift Allowance

Shift workers shall be paid the extra rates in Appendix 1B, Extra Rates, items 3, 4 and 5. Extra rates are made on a pro rata basis for rostered shifts greater than eight hours (e.g. a nine (9) hour rostered shift receives 1.125 times the extra rate, a 12 hour rostered shift receives 1.5 times the extra rate).

19.3 Shift Penalty Rates

Penalty Rates shall be paid for shift work on Saturdays, Sundays and Agreement/ Public Holidays.

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

- 19.3.1 Saturday – Time and one half of the shift hours,
- 19.3.2 Sunday – Double Time, and
- 19.3.3 Agreement/Public Holiday – Double Time and an ordinary day’s pay.

19.4 Change of Roster

- 19.4.1 Shift workers should normally be given at least five (5) 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.
- 19.4.2 Where an employee is given less than five (5) 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 (4) weeks, the employee shall be paid for the extra shifts at double time.

19.5 Day workers who are required to work shifts

- 19.5.1 Day workers may be required to work shifts.
- 19.5.2 Day workers who are required to work shifts shall be paid not less than an additional 30 per cent for the first ten (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.

19.5.3 After working ten (10) consecutively rostered afternoon and/or night shifts, unbroken by a return to normal day work, an employee shall be deemed to be a shift worker as defined in 19.1.2.

19.5.4 The additional payments in clause 19.5.2 do not apply where a day worker is appointed to shift work at the employee's own request, or as a result of having applied for and obtained a permanent position/role or agrees to a higher duties position/role or seconded into another position/role involving shift work.

19.6 "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 shift worker as defined above at clause 19.1.2.

19.6.1 A day worker who is required to commence working continuous afternoon or night work shall be paid for the first five (5) 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.

19.6.2 After working five (5) 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.

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

- (a) any day other than an Agreement/Public Holiday shall be paid ordinary rates plus 30% for all time worked;
- (b) an Agreement/Public Holiday shall be paid ordinary rates plus 30% for all time worked in addition to an ordinary day's pay.

19.6.4 The additional payments in clause 19.6.1 do not apply where a day worker is appointed to continuous afternoon work or continuous night work at the employee's own request, or as a result of having applied for and obtained a permanent position/role involving such work.

19.6.5 An employee engaged in continuous afternoon work or continuous night work may be directed to change to day work subject to clause 18.1.

20. OVERTIME

20.1 This clause applies to all employees except those employees covered by Appendix 2 Contract to EBA Transition.

20.2 Reasonable Overtime

Subject to clause 20.2.1, Ausgrid may require an employee to work reasonable overtime at overtime rates.

20.2.1 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:

- (a) any risk to the employees' health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace;

- (d) the notice (if any) given by Ausgrid of the overtime and by the employee of their intention to refuse it; and
- (e) any other relevant matter.

20.3 Overtime Hours

All time worked in excess of scheduled ordinary hours shall be overtime unless the employee and manager have altered them by agreement in accordance with clause 18, Hours of work.

20.3.1 Overtime will be payable for all time:

- (a) Worked in excess of 72 hours per fortnight;
 - (i) except for employees covered by clause 45, Professional Managers & Specialists, in which case all time worked in excess of 80 hours per fortnight will apply:
 - if no arrangement under clause 45.4 is in place; and
 - where the approval under clause 20.4.4 has been provided.
- (b) Worked outside the period 0600 – 1800 hours Monday to Friday;
 - (i) except where any adjustment has been made by mutual agreement under subclause 18.3 Hours of work; or
 - (ii) except for employees covered by clause 45, Professional Managers & Specialists, in the case where an arrangement under clause 45.4 is in place; or
 - (iii) where the approval under clause 20.4.4 has not been provided.

20.3.2 Where an employee is acting in a higher grade position/role and they undertake overtime work required in that position/role they will receive overtime payments at the higher grade level, subject to the requirements of clause 45.7 (for Professionals, Managers and Specialists). This clause does not apply to an employee who is required to work in a position/role occupied by a person covered by Appendix 2. If an employee is required to work in a position/role occupied by a person covered by Appendix 2, Ausgrid and the employee will agree on the terms and conditions that will apply to the employee for the period of acting.

20.4 Overtime rates

The following overtime rates, calculated using the Ordinary Rate of Pay, shall apply to employees who are not On Call and work Overtime Hours:

Overtime Situation	Rate Applicable
Over time worked Monday to Friday	First two hours at time and a half. Additional hours at double time.
Overtime worked from midnight Friday to midday Saturday	First two hours at time and half. Additional hours at double time.
Overtime worked from midday Saturday to midnight Sunday	All hours paid at double time.

Overtime Situation	Rate Applicable
In the case of non shift workers, overtime worked on a Public Holiday or Agreement Holiday, outside of the employee's normal working hours	All hours paid at double time and a half until the employee finishes.
In the case of non shift workers, all work done on a Public Holiday or Agreement Holiday during the time which would have been the employee's normal working hours	Double time plus 7.2 hours pay at ordinary time (which is the sum of normal time plus double time for working on public holiday)
Shift Workers Overtime	Rate Applicable
In the case of shift workers, all overtime worked on a day which they are rostered off. (Note: shift workers are not entitled to overtime as a result of changed shifts which they organise amongst themselves)	Double time until released from duty.
In the case of shift workers, all overtime commenced on a Public Holiday or Agreement Holiday	All hours paid at double time and a half until the employee finishes.

- 20.4.1 For the overtime rates applicable to employees On Call see clause 21.
- 20.4.2 For shift workers in situations where overtime spans two days, payment for the entire overtime period shall be based on the day on which the majority of the overtime occurs.
- 20.4.3 For shift workers where the span of the overtime is split equally between two days, payment will be made on the day on which the overtime ends.
- 20.4.4 No payment will be made for overtime unless prior authorisation is provided by the manager or delegated authority.
- 20.4.5 For PM&S employees covered by clause 45, any payment for overtime (which includes additional hours associated with an extended weather event, bushfire or major network disruption) must be authorised in advance by the relevant Executive General manager or delegated authority.

20.5 Unplanned Overtime

- 20.5.1 Unplanned Overtime is where an employee:
- (a) is not On Call; and
 - (b) is notified of working overtime while not at work and where they are required to return to work immediately; and
 - (c) works Overtime Hours.
- 20.5.2 Unplanned Overtime is paid at the Overtime Rates outlined in clause 20.4.
- 20.5.3 A minimum of 4 hours will be paid for Unplanned Overtime.

20.5.4 If an employee is called to a second job within the 4 hours, they will be paid for a minimum of 4 hours only (not an additional 4 hours).

20.5.5 The payment for an employee who works Unplanned Overtime commences from the time the employee receives the phone call and continues until the employee arrives home, except when the employee is required to attend work immediately, in which case, it will be paid from the time the contact is received.

20.6 Planned Overtime

20.6.1 Planned Overtime is where an employee

- (a) is not On Call; and
- (b) the employee is notified of working overtime where they are not required to attend work immediately; and
- (c) works Overtime Hours.

20.6.2 Planned Overtime is paid at the Overtime Rates outlined in clause 20.4.

20.6.3 A minimum of 4 hours will be paid for Planned Overtime.

20.6.4 If an employee is called to an unplanned second job within the 4 hours, they will be paid for a minimum of 4 hours only (not an additional 4 hours).

20.6.5 The payment for an employee who works Planned Overtime commences from the time the employee commences overtime work until the employee ceases overtime work.

20.6.6 An employee who works Planned Overtime will be paid travel time in accordance with clause 23.1.3 from the time they commence travel to the time they arrive at work and for their travel time at the completion of work until they arrive at their home, subject to clause 23.7 (travel in an Ausgrid vehicle).

20.7 Continuous Overtime

20.7.1 Continuous Overtime is where an employee is not On Call; and

- (a) works Overtime Hours starting directly before or after, and is continuous with their scheduled ordinary hours; or
- (b) works Overtime Hours directly before AND after their scheduled ordinary hours.

20.7.2 When an employee works Continuous Overtime both before and after their scheduled ordinary hours, the Continuous Overtime hours are added together to determine the overtime rates applied.

20.7.3 Continuous Overtime is paid at the Overtime Rates outlined in clause 20.4.

20.7.4 Subject to the exception for Unplanned Overtime in clause 20.5.5, time paid for continuous overtime commences when the employee commences working overtime and continues until the overtime ceases.

20.7.5 Employees are not paid for any excess travelling time for Continuous Overtime under clause 23.1.3 but will still be entitled to payment if either clause 23.1.1 or clause 23.1.2 applies.

20.7.6 There are no minimum hours for Continuous Overtime.

20.8 Overtime When Working Outside of Hours Without Return

- 20.8.1 Overtime When Working Outside of Hours Without Return is where an employee:
- (a) is not On Call;
 - (b) is contacted for business purposes while not at work; and
 - (c) as a result of that contact, performs work but is not required to attend work.
- 20.8.2 Overtime When Working Outside of Hours Without Return is paid at the Overtime Rates outlined in clause 20.4.
- 20.8.3 No minimum payment will be applied for Overtime When Working Outside of Hours Without Return.
- 20.8.4 The payment for an employee who works Overtime When Working Outside of Hours Without Return commences from the time the employee receives the contact until the employee ceases working.

20.9 Rest period after Overtime

- 20.9.1 Where overtime is necessary, whenever possible it shall be organised so that employees shall have at least 10 consecutive hours off duty. Subject to clause 20.9.2, if 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.
- 20.9.2 In the case of continuous overtime that commences directly before and is continuous with the scheduled ordinary hours, the 10 consecutive hour break will be due after the completion of the employees scheduled ordinary hours. 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.
- 20.9.3 This clause shall not apply when 2 hours or less actual work is worked under clause 20.8, Overtime when working outside of hours without return.

20.10 Time Off In Lieu Of Overtime

By agreement with their manager, an employee may elect to take time off in lieu (TOIL) of overtime. The TOIL provisions are as follows:

- 20.10.1 The election and approval to convert overtime to TOIL must occur and be documented prior to any claim for overtime being made and the date for taking the TOIL must be agreed within two weeks of the overtime being worked.
- 20.10.2 Overtime hours may be converted to TOIL from the actual overtime hours worked each week on an hour for hour basis. Managers will be required to record the rate at which the TOIL is accrued, in the event that TOIL hours are subsequently paid in accordance with 20.10.5. No more than 12 hours of TOIL can be accrued.
- 20.10.3 TOIL hours should be taken in full day periods unless otherwise agreed.

20.10.4 The agreed date for taking TOIL hours must be within three months of the agreement that was made.

20.10.5 In the absence of any agreement for TOIL to be taken in line with 20.10.1, or TOIL not being taken within the required 3 month period stipulated in 20.10.4, the overtime that would have otherwise been payable will be paid. For PM&S employees, prior authorisation of payment for overtime applies as per Clause 20.4.4 and 20.4.5

21. ON CALL

21.1 This clause applies except in the case of:

21.1.1 employees appointed as Professionals, Managers and Specialists under clause 45; or

21.1.2 employees covered by Appendix 2, Contract to EBA Transition.

21.2 An employee who is on call shall be paid the amount in Appendix 1B, Extra Rates, Item No.'s 6, 7 and 8.

21.3 An employee who is on call for less than a whole week shall be paid one fifth (1/5th) of the allowance for each working day (Monday – Friday) or part thereof and one quarter (1/4) of the allowance for each Saturday, Sunday or Agreement/Public Holiday or part thereof up to a maximum of the full allowance.

21.4 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.

21.4.1 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 Ausgrid's equipment but also on our customers' equipment.

21.5 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 clause 21.7

21.5.1 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.

21.6 An employee may be required to attend any other calls which arise prior to returning home.

21.7 Call outs are paid as set out in the table below with a minimum one (1) hour payment.

CALL OUT SITUATION	RATE APPLICABLE
All weekdays and weekends	Double time
Agreement/Public Holidays	Double time and a half

21.8 Employees who are called out are entitled to a minimum of one (1) hour's pay at double time each time they are called out.

- 21.9 If an employee is required to resume duty after a call out which exceeds four (4) hours, whether continuous or not, before having a ten (10) hour break, the employee shall be paid double time for all hours worked until a break of ten (10) consecutive hours has been taken.
- 21.10 Normal meal break and meal allowance provisions apply to overtime worked on call outs.

22. MEAL BREAK / MEAL ALLOWANCE

- 22.1 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.
- 22.2 If an employee is required to work longer than five (5) ordinary hours without a meal or work break, they shall be paid time and a half until a meal break is taken.
- 22.3 Meal breaks and meal allowances (at the rate specified in Appendix 1B, Item 12 are subject to the following conditions:
 - 22.3.1 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 four (4) hours actually worked. Every subsequent period of four (4) hours actually worked shall entitle the employee to another meal break and meal allowance.
 - 22.3.2 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 four (4) hours actually worked. The employee shall be entitled to a meal allowance after the first two (2) hours actually worked. Another meal allowance shall become an entitlement after a total of eight (8) hours are actually worked. Every subsequent period of four (4) hours actually worked shall entitle the employee to another meal allowance.
 - 22.3.3 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 four (4) hours actually worked.
- 22.4 An employee may, by mutual agreement, extend a meal break on overtime up to a total period of one (1) hour provided that any time in excess of 20 minutes is unpaid.
- 22.5 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.

23. EXCESS TRAVEL

- 23.1 Excess travel time is defined as additional travelling time incurred by an employee in the following circumstances where:
 - 23.1.1 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' or
 - 23.1.2 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 clause 23.2); or

23.1.3 the employee is required to work planned overtime that is not continuous overtime with the ordinary shift.

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.

23.2 Where an employee is transferred to a new place of work, payment for any excess travel shall only continue for the first six (6) months.

23.2.1 No excess travel is payable in relation to transfers or appointments made at the employee's request, or which are made for disciplinary reasons.

23.2.2 Subject to clause 23.1, excess travel will be payable where the employee has been transferred or appointed as a result of a restructure involving their position/role or where an Excess Employee applies for or is directed into a position.

23.3 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. From date of effect of this Agreement, the rate used for the estimate of actual travel by private vehicle will be the ATO rates specified in Appendix 1B, Item 33.

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

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

23.5 Where an employee is required to work Unplanned Overtime, all travelling time is paid at the appropriate overtime rate as set out in clause 20.4. The minimum payment of four (4) hours includes any travel time where the total time for the job plus travel to and from the job is four (4) hours or less.

23.6 An employee will be paid for his/her actual excess travel time and fares or the amount calculated under clause 23.3 above, whichever is the greater. Where an employee believes they have not at least been paid for the actual excess travel time and fares, they 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.

23.7 Employees who travel in an Ausgrid vehicle are only entitled to payment for any excess travel time in excess of 30 minutes per journey. This clause does not apply to travel time for Unplanned Overtime which is paid as per clause 20.5.

23.8 Notwithstanding clause 23.7 above, employees who travel to and from work in an Ausgrid vehicle shall not be entitled to payment for excess travel if the payment means it is no longer worthwhile to Ausgrid for the employee to take a vehicle to and from work. Payment for excess travel to employees who use an Ausgrid vehicle must be authorised by the relevant General Manager.

24. ANNUAL LEAVE

The parties agree of the importance of taking annual leave on an annual basis, to have a break from work. As such, it is expected employees take their annual leave entitlement each year.

24.1 Employees, excluding shift workers and casuals, shall accumulate 144 hours of annual leave in each complete year of service. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

- 24.2 This annual leave will be approved by Ausgrid provided that adequate employees are available to meet the needs of the organisation. Ausgrid must not unreasonably refuse to agree to a request by an employee to take paid annual leave.
- 24.3 Annual leave may be taken in any combination of separate periods. These should be taken in whole days.
- 24.4 Payment for annual leave shall be at the ordinary rate of pay. See Appendix 4 – Career, Capability and Remuneration or Clause 45.7 Acting in Positions (Professionals, Managers & Specialists) in relation to Higher Grade Pay
- 24.5 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, the employee agrees Ausgrid may deduct any pre-payment from their termination pay.
- 24.6 Any Agreement/Public Holidays which occur during annual leave shall not be deducted from annual leave entitlements.
- 24.7 Rostered days off do not accrue during periods of annual leave.
- 24.8 If an employee provides evidence that during a period of annual leave, their absence included a period of any other leave (other than unpaid leave), or a period of absence for community service leave, then the period of leave which is affected will be re-credited as annual leave and converted to the appropriate type of leave.
- 24.9 Seven Day Shift workers shall accrue 200 hours of annual leave in each complete year of service. A Seven Day Shift worker's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- 24.10 A shift worker who is not a Seven Day Shift worker shall accrue 160 hours of annual leave in each complete year of service which accumulates from year to year. A shift worker who is not a Seven Day Shift worker's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- 24.11 Employees who have worked as Seven Day Shift workers for part of a year shall receive a pro rata entitlement to additional annual leave.
- 24.12 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 amount that would have been payable to the employee had the employee taken that leave. (Subject to Appendix 4 – Career, Capability and Remuneration or Clause 45.7 Acting in Positions (Professionals, Managers & Specialists) in relation to Higher Grade Pay).
- 24.13 Employees shall not commence annual leave whilst on personal leave or accident leave.
- 24.14 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 Appendix 4 – Career, Capability and Remuneration or Clause 45.7 Acting in Positions (Professionals, Managers & Specialists). Shift workers are paid for their annual leave at their ordinary rate of pay inclusive of shift allowances or receive an annualised holiday loading paid at 1.65% each week, whichever is the greater. For shift workers the annual rate of pay (except for District Operators, Systems Operators and Area Operators) will also include the additional holiday leave loading as detailed in this clause.

- 24.15 Subject to approval of Ausgrid, employees may use single days of annual leave to look after sick relatives or deal with emergencies. In these circumstances, the employee shall provide his/her manager with as much notice as possible before the scheduled start of work for which they wish to be absent.
- 24.16 Where an employee has an annual leave balance in excess of 216 hours for a day worker or a shift worker who is not a Seven Day Shift worker or 300 hours for a Seven Day Shift Worker, the employee and manager will develop an excess annual leave reduction plan to reduce the annual leave balance within 12 months to not more than 216 or 300 hours respectively. The excess annual leave reduction plan must be agreed within a 2 month period of the employee being notified of their excess annual leave balance by the Manager. Both parties must adhere to the plan, unless changes are agreed by both parties as to the timing and/or duration of the leave.
- 24.17 Subject to clause 24.18, Ausgrid may direct an employee to take excess annual leave:
- (a) if a leave plan is not agreed as per clause 24.16; and
 - (b) by giving the employee 10 weeks' written notice.
- 24.18 An employee may seek written approval from their manager to increase their annual leave hours in excess of clause 24.16 due to extenuating circumstances. Approval is subject to:
- 25.18.1 adequate resources being available to meet business needs for any periods of increased annual leave when it is taken; and
 - 25.18.2 a future annual leave request which is at least equal to the excess annual leave hours as defined in clause 24.16 is approved in the business system.
- Annual leave approved in accordance with clause 24.18 can only be cancelled by mutual agreement between the employee and their manager. The manager will take into account any exceptional circumstances which are beyond the employee's control when determining if the leave is to be cancelled or rescheduled.
- 24.19 A shift worker who is a member of the EISS Retirement Scheme (Defined Benefits Superannuation Scheme) may seek written approval from their manager to increase their annual leave in excess of the hours defined in clause 24.16 for the purpose of working a desired number of shifts. Approval is subject to the employee providing written advice of an intention to retire within a reasonable timeframe, but no longer than 3 years.
- The employee may provide written advice at any time to cease agreed arrangements in accordance with clause 24.19 and will then be subject to all provisions contained in clause 24.
- 24.20 Subject to the requirements of clause 24.2, annual leave may be taken at half pay by part-time employees and employees on reduced hours.
- 24.21 Subject to the requirements of clause 24.2, annual leave may be taken at half pay by full-time employees where approved by Ausgrid, but only where:
- 24.21.1 the employee has an annual leave balance of 216 hours or less (or 300 hours or less for a Seven Day Shift Worker) at the time of commencing annual leave; and
 - 24.21.2 where the leave of absence is for a period of two weeks or longer, unless otherwise agreed between Ausgrid and the employee.

24.21.3 The taking of half pay leave under this clause does not break an employee's continuity of service. However, during such an absence, any paid leave under this Agreement will accrue on a pro rata basis only.

25. PERSONAL LEAVE

This clause applies to all employees other than casual employees.

25.1 Definitions

In this clause, Immediate Family means:

- 25.1.1 a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- 25.1.2 a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

"De facto partner" means:

- 25.1.3 a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- 25.1.4 includes a former de facto partner of the employee.

"Child" means:

- 25.1.5 someone who is a child of the person within the meaning of the *Family Law Act 1975*; or
- 25.1.6 an adopted child or step-child of the person.
- 25.1.7 It does not matter whether the child is an adult.
- 25.1.8 If, under this section, one person is a child of another person, other family relationships are also to be determined on the basis that the child is a child of that other person, ie;
 - (a) the other person is the parent of the child, and so is a member of the child's immediate family; and
 - (b) the child, and any other children, of the other person are siblings, and so are members of each other's immediate family.

25.2 Paid Personal Leave

25.2.1 For each year of service with Ausgrid, a full time employee is entitled to the following paid personal leave:

Years of service	Number of days of Personal Leave accrued each year of service
Up to 1	12 on a pro rata basis
1	15
2	15
3	15
4	15
5 and each year thereafter	18

25.2.2 An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

25.2.3 An employee may take paid personal leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's Immediate Family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

25.2.4 Ausgrid will keep a separate record of personal leave that is taken for a personal illness, injury or emergency and personal leave taken to provide care or support to a member of the employees' immediate family or household.

25.2.5 Ausgrid will pay the employee at the employee's Ordinary Rate of Pay for the employee's ordinary hours of work in the period.

25.2.6 Agreement/Public Holidays and RDOs which have been accrued during periods of personal leave are not counted as personal leave.

25.2.7 Part day absences will be debited against the employee's personal leave entitlement.

25.3 Unpaid Leave

25.3.1 An employee is entitled to 2 days of unpaid leave for each occasion (a Permissible Occasion) when a member of the employee's Immediate Family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

25.3.2 An employee may take unpaid leave for a particular Permissible Occasion as:

- (a) a single continuous period of up to 2 days; or
- (b) any separate periods to which the employee and their employer agree.

25.3.3 An employee cannot take unpaid leave during a particular period if the employee could instead take paid personal leave.

25.4 Notification/evidence requirements for personal leave pursuant to clause 25.2.3(a)

25.4.1 A medical certificate is required for personal leave in the following circumstances:

- (a) for all employees – for all claims of personal leave which exceeds two work days;
- (b) for employees with less than one years' service – on each occasion of personal leave;
- (c) for employees with more than one year's service – for all claims of 2 days or less, only after 4 occasions in a service year where a medical certificate was not required; and
- (d) for all employees – for all claims for either the last working day before, or the first working day after an Agreement/Public Holiday, annual leave or long service leave.

25.4.2 Where a relevant manager considers that an employee's personal leave record is unsatisfactory, the employee may be required to produce a medical certificate for all absences for a 12 month period.

25.4.3 A medical certificate should include the following information:

- (a) Name of employee;
- (b) Name of doctor and signature;
- (c) Reason for absence*;
- (d) Period during which the employee is unfit for work; and
- (e) Date of issue.

*While it is reasonable for Ausgrid to ask the reason for an absence, the employee and treating doctor can decide how much detail is provided.

- 25.4.4 Where an employee is required to provide a medical certificate it shall be obtained during the period of absence on personal leave and not be obtained retrospectively. This requirement may be waived by Ausgrid in extenuating circumstances.
- 25.4.5 Employees will make reasonable efforts to notify their supervisor as soon as practicable and prior to the normal start time if they are going to be absent on personal leave.
- 25.4.6 If there is any dispute about a doctor's diagnosis in relation to personal leave, a second opinion may be obtained from another doctor jointly selected by Ausgrid and the employee concerned. This second opinion will be deemed to settle the dispute. Any cost for obtaining the second opinion will be paid by the person that the decision goes against.

25.5 Notification/evidence requirements for carer's leave pursuant to clause 25.2.3(b)

- 25.5.1 The employee shall, if required:
 - (a) 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
 - (b) 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.
- 25.5.2 An employee shall, wherever practicable, give the employer reasonable notice prior to the intention to take carer's leave, the reasons for taking such carer's 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.

25.6 Retirement Ill Health

- 25.6.1 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 personal leave entitlements are exhausted. However, the employee will have the option to take a lump sum payment for sick leave in accordance with Clause 36 Cashing in Sick Leave and retire after any sick leave which accrued after 15 February 1993 has been exhausted. No additional personal leave entitlements will accrue from the date the diagnosis is made.

26. LONG SERVICE LEAVE

26.1 Long Service Leave shall accrue according to the following scale:

Years Of Service	Number of weeks
After 10 years' service	13 weeks
After 15 years' service	Additional 8 ½ weeks
After 20 years' service	Additional 13 ½ weeks
After each additional 5 years' service thereafter	Additional 13 weeks

26.2 This leave will be approved by Ausgrid provided that adequate employees are available to meet the needs of the organisation. Ausgrid must not unreasonably refuse to agree to a request by an employee to take paid long service leave.

26.3 All long service leave is paid at the employee's ordinary rate of pay as defined.

26.4 An employee who has completed five years service and less than ten years service with Ausgrid and whose employment terminates for any reason other than misconduct, shall be entitled to payment of 1.3 week's pay for each year of service and pro rata for partly completed years to the nearest day.

26.5 An employee who has completed ten or more years' service with Ausgrid whose employment terminates for any reason shall be entitled to the following pro rata long service leave, minus any periods of long service leave already taken:

Years Of Service	Number of weeks
10 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.

26.6 Employees who have continuity of service with an organisation which merged with Ausgrid or whose service with a previous employing organisation is recognised by Ausgrid 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 35.

26.7 Employees shall not commence long service leave whilst on personal or accident leave.

26.8 Subject to clause 26.2, 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.

26.9 Long service leave may be approved to be taken at half pay by part-time employees.

26.10 Long service leave may be approved to be taken at half pay by full-time employees, but only where:

- 26.10.1 the employee has a balance of 13 weeks or less at the time of commencing leave; and
 - 26.10.2 where the leave of absence is for a period of two weeks or longer for a full time employee;
- unless otherwise agreed between Ausgrid and the employee.
- 26.11 Long service leave may be taken at a minimum of one day on up to five occasions during any one year unless otherwise agreed by Ausgrid and the employee.
 - 26.12 If an employee provides evidence that during a period of long service leave, their absence included a period of any other leave (other than unpaid leave), or a period of absence for community service leave, then the period of leave which is affected will be re-credited as long service leave and converted to the appropriate type of leave.
 - 26.13 The taking of half pay leave under this clause does not break an employee's continuity of service. However, during such an absence, any paid leave under this Agreement will accrue on a pro rata basis.

27. SPECIAL LEAVE

- 27.1 Special leave may be granted with or without pay by Ausgrid.
- 27.2 Special leave may or may not count for service as determined by Ausgrid.
- 27.3 Special leave may be granted for the following purposes:
 - 27.3.1 blood donations;
 - 27.3.2 attending to union matters, including training and official conferences;
 - 27.3.3 attending Employee Assistance Program;
 - 27.3.4 personal circumstances.
- 27.4 Special Leave may be taken as Community Service Leave in which case the following will apply:
 - 27.4.1 An employee who engages in an eligible community service activity is entitled to be absent from their employment if:
 - 27.4.2 the period consists of one or more of the following:
 - (a) time when the employee engages in the activity;
 - (b) reasonable travelling time associated with the activity;
 - (c) reasonable rest time immediately following the activity;
 - 27.4.3 unless the activity is jury service – the employee's absence is reasonable in all the circumstances.
 - 27.4.2 An eligible community service activity is:
 - (a) Jury service; or
 - (b) a voluntary emergency management activity (as defined by the Act).
- 27.5 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 Ordinary Rate of Pay and the amount paid for jury service.

- 27.6 An employee must provide Ausgrid with all reasonable evidence to support the taking of community service leave as requested by Ausgrid.
- 27.7 Special leave with pay may be granted to employees for their first appointment under the Employee Assistance Program. Subsequent appointments are subject to clauses 27.2 and 27.3.
- 27.8 Employees are encouraged to use RDOs or single days of annual leave to cover other absences. The employee should provide their manager with as much notice as possible before the scheduled start of work.
- 27.9 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 of pay currently paid and amount paid for military training, on production of evidence of the employee's attendance and money paid to the employee.
- 27.10 Casuals are not entitled to special leave.

28. COMPASSIONATE LEAVE

- 28.1 An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family (as defined in subclause 25.1), not living in the employee's household, or a member of the employee's household who is not a member of the employee's immediate family:
 - 28.1.1 contracts or develops a personal illness that poses a serious threat to their life; or
 - 28.1.2 sustains a personal injury that poses a serious threat to their life; or
 - 28.1.3 passes away .
- 28.2 An employee is entitled to 4 days of compassionate leave on each occasion (a permissible occasion) when:
 - 28.2.1 a member of the employee's immediate family (as defined in subclause 25.1) who was a member of the employee's household, passes away; or
 - 28.2.2 a child (as defined in subclause 25.1) passes away, or cessation of pregnancy – miscarriage in accordance with 29.8.1 (b)
- 28.3 Compassionate leave for permanent employees is without loss of pay for ordinary hours occurring during the period of the compassionate leave.
- 28.4 Compassionate leave for casual employees is unpaid.
- 28.5 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - 28.5.1 to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 28.1; or
 - 28.5.2 after the death of the member of the employee's immediate family or household referred to in clause 25.1.
- 28.6 An employee may take compassionate leave for a particular permissible occasion as:
 - 28.6.1 a single continuous 2 day period; or
 - 28.6.2 2 separate periods of 1 day each; or

- 28.6.3 any separate periods to which the employee and their employer agree.
- 28.7 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 28.8 Ausgrid must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of Ausgrid to engage or not engage a casual employee are not otherwise affected.

29. PARENTAL LEAVE

- 29.1 The following provisions shall also apply in addition to those set out in Chapter 2, Part 2-2, Division 5 – ‘Parental leave and related entitlements’ of the National Employment Standard (**NES**) under the Act; and the *Paid Parental Leave Act 2010* (Cth). The provisions within this clause shall also operate in conjunction with the relevant policies and procedures adopted by Ausgrid from time to time.

29.2 Parental Leave

- 29.2.1 Employees who are eligible for parental leave shall be entitled to take up to 16 weeks of paid leave (or 32 weeks at half pay) included in the 12 months approved absence, at their ordinary rate of pay 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 29.3.
- 29.2.2 Ausgrid will continue to pay employer superannuation contributions into the employee’s superannuation fund, whilst the employee is absent from work on paid parental leave or paid special parental leave, as defined in clause 29.8. The contributions will be calculated based on the employee’s ordinary rate of pay.
- 29.2.3 Ausgrid must not fail to re-engage a regular casual employee because the:
- (a) employee or employee's spouse is pregnant;
 - (b) employee is or has been immediately absent on parental leave;
 - (c) rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

29.3 Right to request

- 29.3.1 An employee entitled to parental leave may request Ausgrid to:
- (a) allow the employee to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (b) allow the employee to return from a period of parental leave on a part-time basis until the child reaches school age;
 - (c) assist the employee in reconciling work and parental responsibilities.
- 29.3.2 Ausgrid 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.

- 29.3.3 The employee's request and Ausgrid' decision made under clause 29.3.2 must be in writing.
- 29.3.4 In relation to requests under clause 29.3.1(a) or (b), the following additional requirements apply:
- (a) The employer's decision must be given as soon as practicable and no later than 21 days after the request is made;
 - (b) If the employer refuses the request, the written response must include details of the reasons for the refusal.
- 29.3.5 In relation to requests under clause 29.3.1(a), the employer must not refuse a request unless the employee has been given a reasonable opportunity to discuss the request.

29.6 Other Parental Leave

Employees covered by this Agreement who wish to access concurrent parental leave, shall be entitled to one weeks' paid parental leave on successful application, in accordance with Ausgrid's Parental Leave Policy.

29.7 Communication during all forms of parental leave

- 29.7.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Ausgrid shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position/role the employee held before commencing parental leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position/role the employee held before commencing parental leave.
- 29.7.2 The employee shall take reasonable steps to inform Ausgrid 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.
- 29.7.3 The employee shall also notify Ausgrid of changes of address or other contact details which might affect Ausgrid's capacity to comply with clause 29.7.1.

29.8 Cessation of pregnancy -stillbirth and miscarriage

- 29.8.1 Where the pregnancy ceases by way of miscarriage between 12 and 20 weeks gestation then subject to providing a medical certificate:
- (a) the birth parent will be entitled to 6 weeks paid special parental leave; and
 - (b) the non-birth parent will be entitled to compassionate leave in accordance with clause 28 of this Agreement.
- 29.8.2 Where the pregnancy ceases by way of stillbirth after 20 weeks gestation then subject to providing a medical certificate:
- (a) the birth parent will be eligible for 16 weeks paid special leave; and

- (b) the non-birth parent will be eligible for one week of paid special leave.

29.8.3 The leave set out above in this clause 29.8 may be added to other approved accrued leave including annual leave, personal carer's leave and personal leave.

29.9 Adoption Leave

Any employee may take unpaid leave in connection with the adoption of a child under 16 years of age for a maximum of 52 weeks. Additional adoption leave provisions are as per the Ausgrid Parental Leave Policy.

29.10 Lactation breaks

29.10.1 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this agreement.

29.10.2 A full time employee or a part time employee working more than 4 hours per day is entitled to a maximum of 2 paid lactation breaks of up to 30 minutes each per day.

29.10.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

29.10.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactation needs of the staff member.

29.10.5 Ausgrid shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

29.10.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.

30. FAMILY AND DOMESTIC VIOLENCE

30.1 General Principle

30.1.1 Ausgrid recognises that employees sometimes face situations of family and domestic violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Ausgrid is committed to providing support to staff that experience family and domestic violence.

30.2 Definition

30.2.1 Family and domestic violence is defined as violent, threatening or other abusive behaviour by a close relative or an ex-partner of any employee that:

- (a) seeks to coerce or control the employee; and
- (b) causes the employee harm or to be fearful.

30.2.2 A close relative is defined as being a person who:

- (a) is a member of the employee's family or household, immediate family; or
- (b) is related to the employee according to Aboriginal or Torres Strait Island kinship rules

Behaviours that may constitute domestic and family violence include physical, sexual, financial, verbal, stalking, damage to property, technology based or emotional abuse by an immediate family member as defined in this Agreement.

30.3 General Measures

- 30.3.1 Proof of family and domestic violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 30.3.2 All personal information concerning family and domestic violence will be kept confidential in line with Ausgrid policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- 30.3.3 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.
- 30.3.4 Ausgrid will identify a contact in Human Resources who will be trained in family and domestic violence and privacy issues. Ausgrid will advertise the name of the contact within the organisation.
- 30.3.5 An employee experiencing family and domestic violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- 30.3.6 Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 0 and 0.
- 30.3.7 Ausgrid will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family and domestic violence.

30.4 Leave

- 30.4.1 An employee experiencing family and domestic violence will have access to 20 days per year of paid special leave for medical appointment, legal proceedings and other matters and activities arising from family and domestic violence.
- 30.4.2 This leave will be in addition to other leave entitlements of this Agreement and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- 30.4.3 An employee who supports a person experiencing family and domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.

30.5 Individual Support

- 30.5.1 In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all

employees, Ausgrid will approve any reasonable request from an employee experiencing family and domestic violence for:

- Changes to their span of hours or pattern or hours and/or shift patterns;
- Job redesign or changes to duties;
- Relocation to suitable employment within the Ausgrid;
- A change to their telephone number or email address to avoid harassing contact;
- Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

30.5.2 An employee experiencing family and domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in assisting persons who are experiencing family and domestic violence.

31. AGREEMENT/PUBLIC HOLIDAYS

31.1 The days on which the following holidays are gazetted shall be days off work without loss of pay:

New Year's Day
Australia Day
Ausgrid Employee Day
Good Friday
Easter Saturday
Easter Sunday
Easter Monday
Anzac Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day

31.2 Ausgrid Employee Day is a paid employee day for all employees who are covered under this Agreement (with the exception of employees employed under clause 45) and is in substitution for the first day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State.

This will be the second Friday in March except those whose predominant work location is in the Hunter region or Muswellbrook region where the day will be determined by Ausgrid.

31.3 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.

31.4 Where an employee's predominant work location is another State or Territory of Australia the public holidays that apply to that State or Territory will apply, and subject to clause 31.2, for those employees Ausgrid Employee Day will be the second Friday in March.

31.5 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.

- 31.6 If an Agreement/public holiday occurs on an employee's scheduled day off or RDO then the employee shall receive an additional day's pay at the ordinary rate or shall be entitled to another day off in lieu.
- 31.7 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 the unauthorised absence.
- 31.8 An employee who is on call on an Agreement/public holiday shall be entitled to another day off in lieu.

32. ROSTERED DAYS OFF (RDO)

- 32.1 A rostered day off occurs in the system of working a nine (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.
- 32.2 The normal working arrangement for employees is nine (9) eight (8) hour days per fortnight and RDOs are normally taken on a Monday or Friday, however, they can be rearranged at any time subject to mutual agreement after having regard to the needs of the work area and the needs of the employees.
- 32.3 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 to Friday with a three (3) month timetable, based on business requirements.
- 32.4 Employees can accumulate up to five (5) RDOs 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.
 - 32.4.1 This may be varied by using an individual flexibility arrangement in accordance with clause 12.
 - 32.4.2 When an employee takes more than two (2) consecutive RDOs and another employee acts in his/her job, then that employee shall be eligible for higher grade pay.
- 32.5 If employees need time off for an emergency or unforeseen event, they are encouraged to use accumulated RDOs or to take a RDO in advance subject to the approval of their manager. In all circumstances, the employee should provide his/her manager with as much notice as possible before commencing the absence.
- 32.6 RDOs may only be taken once they have been accrued. The number of RDOs which an employee may take in a year when four (4) weeks annual leave is taken, is limited to 24.

33. TERMINATION AND ABANDONMENT OF EMPLOYMENT

- 33.1 Ausgrid shall give an employee the following periods of notice or payment in lieu, when terminating an employees' employment:

Employee's period of continuous service with Ausgrid (See clause 35)	<u>Period of Notice</u>
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

- 33.1.1 This period of notice given by Ausgrid is increased by one (1) week if the employee is over 45 years of age and has completed at least two (2) years of continuous service with Ausgrid.
- 33.1.2 Casual employees shall receive 1 hours' notice of termination of employment.
- 33.1.3 This shall not limit Ausgrid's right to dismiss an employee without notice for serious misconduct.
- 33.1.4 Employees shall provide Ausgrid with not less than one week's notice of termination or forfeit one week's wages in lieu. This provision does not apply to casual employees, where clause 33.1.2 applies.
- 33.1.5 If an employee is absent without notifying Ausgrid for a continuous period of five (5) working days (including RDOs) without reasonable cause, they will be considered to have abandoned their employment and may be dismissed.
- 33.1.6 Suspension without pay for an appropriate time may be applied as an alternative to dismissal.
- 33.1.7 On the death of an employee, all their outstanding entitlements and accruals will be paid to their estate.

34. REDUNDANCY AND SALARY MAINTENANCE

The terms and conditions attaching to Redundancy and Salary Maintenance are contained in Appendix 5.

35. CALCULATION OF SERVICE

- 35.1 All service as an apprentice, trainee or cadet shall count towards service entitlements under this Agreement.
- 35.2 The following periods will not count for service for the purposes of any leave accruals or any other purpose and will not break the continuity of service with Ausgrid:
 - 35.2.1 Personal leave without pay;
 - 35.2.2 Parental leave without pay; or
 - 35.2.3 Leave without pay, whether authorised or not.
- 35.3 Any period of service which is taken at half pay will only accrue any paid leave on a pro rata basis.
- 35.4 Where Ausgrid 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.
- 35.5 For any employee who commenced employment with Ausgrid prior to 1 December 2016 and who was recognised as a "continuing employee" as at that date, service for the purposes of this Agreement includes all that service recognised by Ausgrid at the date of transfer and set out in the Ausgrid Agreement 2012 and such other employment that is deemed to be service.

35.5.1 Continuing employee has the same meaning as the definition provided at Clause 23, Schedule 4 of the Electricity Network Assets (Authorised Transactions) Act 2015.

35.6 For any employee who commenced employment after 1 December 2016, their service for the purposes of this Agreement commences from that date of employment.

36. CASHING IN SICK LEAVE AS ACCUMULATED AT 15 FEBRUARY 1993

36.1 This clause only applies to those employees who were employed before 15 February 1993.

36.2 Where an employee requests during the course of their employment, or on termination of employment for any reason other than serious misconduct, the employee shall be paid their accumulated untaken sick leave at the ordinary rate of pay applicable to the employee at that time or 1 July 2009 whichever date is earlier.

36.3 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 request to be paid, or 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 their 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 two numbers calculated under Step 1 and Step 2.

36.4 The intention of subclauses 36.1 and 36.2 above is to ensure that when an employee is obliged to use sick leave credits accumulated prior to 15 February 1993 then such sick leave will be re-credited to the pre 15 February 1993 balance when the employee is again entitled to annual sick leave credits available in the following year of service.

37. PROTECTIVE CLOTHING AND EQUIPMENT

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

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

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

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

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

37.6 Employees who are provided with protective clothing shall be required to wear it, where appropriate.

38. ACCIDENT LEAVE AND PAY

38.1 “**Accident Pay**” means an amount of pay equal to the difference between the amount of workers’ compensation received and the ordinary rate of pay.

- 38.2 Where an employee has been injured in the course of employment at Ausgrid, and they are in receipt of a workers compensation payments they shall be paid Accident Pay for a combined total period up to 52 weeks, provided that:
- 38.2.1 employment continues with Ausgrid; and
 - 38.2.2 the employee continues to participate and follow all requirements of a return to work plan.
- 38.3 A certificate from a medical practitioner is required for all claims for accident pay. If there is any dispute between doctors, the persons covered by this Agreement 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 persons covered by this Agreement cannot agree.
- 38.4 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
- 38.5 If an employee receives a settlement or compensation in relation to an injury or illness which has resulted in a claim on Ausgrid for paid sick leave or paid accident leave, then the employee shall repay Ausgrid 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 re-credited to the employee.

39. CONSULTATION

- 39.1 Ausgrid seeks to continually improve its work processes and where possible to adopt the best practice in terms of efficiency and productivity in all areas of its business. Ausgrid's employees and their unions commit to supporting and contributing positively to the process of workplace change and improvement and agree not to unduly delay or frustrate the process described within this clause.
- 39.2 The parties will use their best endeavours to enable early consultation, and to facilitate the timely and efficient implementation of change.
- 39.3 This term applies if Ausgrid:
- 39.3.1 has made a definite decision to introduce a change to production, program, organisation, structure, technology or policies in relation to its enterprise that is likely to have a significant effect on the employees; or
 - 39.3.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 39.4 In this term, a change is likely to have a significant effect on employees if it will result in:
- a) the termination of the employment of employees; or
 - b) appreciable change to the composition, operation or size of Ausgrid's workforce or to the skills and capability roles required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the need to retrain employees; or

- e) the need to relocate employees to another workplace; or
- f) the restructuring of jobs; or
- g) change to regular roster or ordinary hours of work; or
- h) significant impact in relation to employees' family or caring responsibilities.

39.5 Where the proposed change is not considered likely to have a significant effect on employees as defined above in 40.4 then the proposed changes must be safe, efficient, legal and fair, and Ausgrid will inform affected employees as to the implementation of the change.

39.6 Change

For a change referred to in paragraph 39.4:

39.6.1 Ausgrid must notify the relevant employees and their unions of the decision to introduce the change; and

39.6.2 Subclauses (a) to (f) apply.

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

(b) If:

- (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (ii) the employee or employees advise Ausgrid of the identity of the representative;
- (iii) Unions which have members they represent in an area under consultation have a default right to participate in the consultations;

Ausgrid must recognise the representative.

(c) As soon as practicable after making its decision, Ausgrid must discuss with the relevant employees and their unions:

(1) Why Ausgrid requires the change and seeks input from employees and their representatives as to:

- (i) whether Ausgrid's decision will achieve Ausgrid's interests; and
- (ii) whether there are alternative proposals from employees and their representatives that are likely to achieve the same interest based outcomes for Ausgrid but improve the outcome for employees as well.

(2) the introduction of the change; and

(3) the effect the change is likely to have on the employees; and

(4) measures Ausgrid is taking to avert or mitigate the adverse effect of the change on the employees; and

(5) for the purposes of the discussion provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and

- (ii) information about the expected effects of the change on the employees; and
 - (iii) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (iv) any other matters likely to affect the employees.
 - (d) However Ausgrid is not required to disclose confidential or commercially sensitive information to the relevant employees unless the non-disclosure of such information would render the consultation ineffective. In such an event Ausgrid may require employees and their representatives to sign a confidentiality agreement.
 - (e) Ausgrid must give prompt and genuine consideration to matters raised about the change by the relevant employees.
 - (f) In this term relevant employees means the employees who may be affected by a change referred to in subclause 39.4.
- 39.6.3 The parties will endeavour to reach agreement on a timetable and process reflecting the nature, circumstances and complexity of the issue within two weeks of consultation being initiated.
- 39.7 The persons covered by this Agreement have the right to refer the matter into the Dispute Settlement Procedure at any time.
- 39.8 For the purpose of consultation under subclause 39.6, consultation will take place at the following levels within Ausgrid.
- 39.8.1 Peak Consultative Committee ("PCC")
- (a) The PCC will be established comprising the relevant Senior Managers, Union Officials and Employee representatives including relevant delegates as nominated by the unions to consult on the implementation of decisions with an organisation wide impact or implications.
 - (b) These meetings will also review and ensure that the consultation procedures are being met in accordance with the intent of this clause.
 - (c) The PCC shall meet on an as needed basis. However, members of the PCC shall be afforded a minimum of two weeks notice of any proposed meeting.
 - (d) The PCC shall have an independent Chair agreed by the PCC members.
 - (e) The PCC may agree to establish subcommittees to progress consultation with appropriate representation following the presentation of information at the PCC. These subcommittees may include the establishment of reporting back processes for organisational change initiatives. Subcommittees will be made up of management, employees and their representatives.
- 39.8.2 Local Consultation
- (a) Local Consultation will discuss the implementation of decisions relevant to issues that do not have an organisation wide impact or implementation including issues under subclause 39.4.

- (b) Local Consultation will be made up of representatives of management and delegates as nominated by the relevant unions. Union officials may attend or be requested to attend.

40. OUTSOURCING/CONTRACTING OUT

Basic Principles:

Outsourcing or contracting out will not diminish the working conditions of this Agreement.

- 40.1 Work will only be outsourced or contracted out when it can be demonstrated that:
- 40.1.1 peak workloads cannot be met by Ausgrid's workforce including reasonable overtime; or
 - 40.1.2 where specific expertise, not available in Ausgrid's workforce, is required. Where recurring work requires such expertise, Ausgrid will make efforts to obtain this expertise by training and/or reorganising its existing workforce. Ausgrid will keep the relevant employee representative(s) informed about such training and reorganisation; or
 - 40.1.3 the use of outsourcing or contracting out the work is commercially the most advantageous option taking into account safety, quality, performance, and cost.
- 40.2 In circumstances where Ausgrid is examining outsourcing or contracting out of work activities:
- 40.2.1 An Outsourcing Consultation Forum will be established between Ausgrid, the unions and nominated representatives. The Forum will:
 - be for Ausgrid to inform and consult on an outsourcing plan where Ausgrid is examining actual and potential outsourcing activities;
 - provide feedback to Forum members on major program work;
 - oversee compliance with clause 40.3.2;
 - meet approximately each quarter; and
 - not have right of veto.
 - 40.2.2 Ausgrid will advise the employees and their union(s) and provide them the appropriate time (relevant to the nature of the proposal) to respond with suitable proposals in respect of possible alternative arrangements to outsourcing or contracting out;
 - 40.2.3 The persons covered by this Agreement including relevant work groups/employees may, via the consultative process in this Agreement, utilise external benchmarking prior to market testing to permit internal efforts to improve efficiencies and become more competitive. Prior to expressions of interest or tenders being called, where employee generated alternatives are received, such alternatives will be considered;

- 40.2.4 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. If an employee generated conforming expression of interest or tender is submitted, it will be evaluated together with external submissions consistent with the tendering and probity procedures of Ausgrid;
 - 40.2.5 If it is subsequently determined that expressions of interest or tenders are to be invited, Ausgrid will provide the union(s) with a copy of the document or a link to the document which has been prepared;
 - 40.2.6 In 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, contact administration, contract supervision and the cost of any redundancies which may arise as a result of the decision to outsource or contract out.
- 40.3 When a decision is made by Ausgrid to outsource/contract out work not already outsourced or contracted out, or in a review of existing contracts, Ausgrid will consider a contract to a contractor that demonstrates:
- 40.3.1 Contractor(s) undertaking the outsourced /contracted out work will have wages and conditions that are no less favourable than that provided for in the contractor's relevant industrial instrument;
 - 40.3.2 It has established appropriate industrial relations policies and practices which promote harmonious employee relations and minimise the risk of industrial disputes and that it complies with appropriate safety standards, environmental standards and quality standards to a level commensurate with the standards Ausgrid expects;
 - 40.3.3 If after engagement of a contractor a person covered by this Agreement provides sufficient evidence that a contractor is not providing its employees with correct statutory entitlements, Ausgrid will use an independent organisation to audit compliance with these entitlements. If the audit confirms that there is a breach of the statutory entitlements of the Contractor's employees, Ausgrid will take appropriate action.
- 40.4 In the event that Ausgrid has determined to outsource or contract out work, affected employees will have access to the full range of options available under all relevant Ausgrid policies which apply at the time. These options will include training and / or retraining.
- 40.5 Any person covered by this Agreement may refer any non compliance with this process to the Dispute Settlement Procedures.
- 40.6 The persons covered by this Agreement will comply with their obligations under clause 39 of this Agreement prior to enacting the above. Nothing in this clause diminishes the obligations under clause 39.

41. DISPUTE SETTLEMENT PROCEDURE

41.1 Objectives

41.1.1 The objective of the dispute settlement procedure (**DSP**) is to ensure:

- (a) disputes are resolved at their source and at the lowest possible level;
- (b) employees address the issue with their supervisor first;
- (c) that disputes are resolved in a timely and efficient manner without unnecessary delay by any party;
- (d) the dispute remains in the part of the organisation concerned without interference from employees not involved; and
- (e) The objective of this DSP is to ensure that disputes relating to the relationship between the employer and employees are dealt with according to this clause;
- (f) If an employee or employee representative notifies Ausgrid in writing that a matter is in dispute, work will proceed in accordance with the reasonable directions of Ausgrid, subject to sub-clause (g).
- (g) Where the subject matter of a dispute notified in accordance with sub-clause (f) is an action proposed by Ausgrid that directly affects an employee or employees and if taken, would materially disadvantage the employee or employees, or prejudices the ultimate resolution of the dispute. Ausgrid will not implement that action while the applicable dispute procedure is being followed by the party who notified the dispute. This obligation to maintain the "status quo" does not prevent Ausgrid from taking other steps which may relate to the matter in dispute but which do not themselves materially disadvantage the employee or employees concerned.
- (h) Ausgrid, the unions and nominated representatives may apply to the FWC to revoke, suspend or enforce the status quo obligation in sub-clause (g) where there are reasonable grounds for doing so.

The FWC is authorised to determine any such application unless the FWC decides that there are compelling reasons not to.

41.2 Three Tiered System

Level / Category of Dispute	People who may be involved	Timetable
<p>Tier 1</p> <p>Local /Regional Level:</p> <p>Individual Depot / Individual work group / individual employee effect.</p> <p>Regional issues</p> <p>Resolution of the issue or dispute is sought at its source.</p>	<p>Supervisor with manager (if required).</p> <p>Employee/s concerned with Local Union delegate (if requested).</p> <p>Employee Representative or Regional Delegate (if requested).</p>	<p>If the dispute is unresolved, escalation to Tier 2 applies after three (3) weeks from the date that the dispute was notified if unresolved, unless the parties agree otherwise.</p>

Level / Category of Dispute	People who may be involved	Timetable
<p>Tier 2 Corporate Level</p> <p>(a) Disputes immediately escalate to this level if the dispute relates to an organisation wide impact on employees or the employer; or (b) The dispute is unresolved or automatically escalated from Tier 1.</p>	<p>Resolution is sought at a corporate level with involvement of the following:</p> <ul style="list-style-type: none"> • Relevant Delegate / employee Representative and employee/s (if necessary). • Manager/s affected, local manager/s, General Manager People & Services and Manager Employee Relations or their delegate. • Union Organiser (if requested by either party). 	<p>If the dispute is unresolved at Tier 2, either party can escalate the dispute to Tier 3 through applying to the FWC.</p>
<p>Tier 3 Tribunal Level</p> <p>If the issues remain unresolved after Tier 2 the matter may be referred to the FWC for conciliation in the first place then arbitration with the rights of the parties to appeal being reserved.</p> <p>The process before the FWC must be free from industrial action.</p> <p>The parties may agree that a person other than the FWC can deal with a dispute in accordance with section 740 of the Fair Work Act 2009. In the absence of such agreement, the dispute will be dealt with by the FWC</p>	<ul style="list-style-type: none"> • Union Organiser, relevant Delegate / employee Representative and employee/s (if necessary) • Manager/s affected, local manager/s, General Manager People & Services and Manager Employee Relations or their delegate. 	<p>Status quo may be maintained or lifted at the discretion of the FWC. Both parties will accept the decision on status quo with the rights of the parties to appeal being reserved.</p>

41.3 Each tier of the system will be managed in a timely fashion.

41.4 Responsibilities of those involved in resolving the Dispute

The responsibilities of the individuals and the organisations they represent should include the following:

- (a) to have an appreciation of each other's point of view;
- (b) to have an appreciation of each other's needs;
- (c) to approach discussions and negotiations in good faith;
- (d) Ausgrid, where possible, should take the needs of employees into account when making decisions;
- (e) meetings called to try and resolve the issues in dispute should be called without unnecessary delay; and

- (f) it is the responsibility of both the representatives of the Union/s and Ausgrid to give the employees progress reports.

41.5 Disputes about matters arising under the Ausgrid Enterprise Agreement 2018

- 41.5.1 A matter formally notified, part heard by the FWC, heard by the FWC with decision reserved, or the subject of appeal, under clause 42 of the Dispute Settlement Procedure of the Ausgrid Enterprise Agreement 2018, but not concluded at the time this Agreement commences, shall continue to be dealt with in accordance with clause 42 of that agreement, as if that clause was a term of this Agreement.
- 41.5.2 A dispute arising out of the operation of the Ausgrid Enterprise Agreement 2018 which was not formally notified before the commencement of this Agreement, shall be dealt with in accordance with the Dispute Settlement Procedure of this Agreement.

42. NO EXTRA CLAIMS

It is a term of this Agreement that the persons covered by 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.

43. UNION DELEGATES' CHARTER

43.1 Ausgrid shall be able to:

- 43.1.1 Expect that employees, be they Union Delegates or not, will perform the job in which they are employed;
- 43.1.2 Be given reasonable notice by Delegates that they intend to carry out their Union duties;
- 43.1.3 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.

43.2 Union Delegates shall be able to:

- 43.2.1 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;
- 43.2.2 After obtaining the permission of the employer, move freely for the purpose of consulting other Delegates during working hours;
- 43.2.3 To negotiate with management together with other union delegates on behalf of all or part of the employees on any matters affecting the employment of members who work in Ausgrid;
- 43.2.4 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;
- 43.2.5 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;
- 43.2.6 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;

- 43.2.7 Attend meetings and training held by the Union in which they hold office without loss of any rights following the approval of Ausgrid. Attendance at these meetings shall be permitted according to the provisions of clause 27;
 - 43.2.8 Have all agreements and arrangements negotiated with Ausgrid set out in writing and for these agreements and arrangements, including this Agreement, to be provided to delegates on request;
 - 43.2.9 Place notices on defined union notice boards.
 - 43.2.10 Attend industrial tribunals and /or courts where they have been requested to do so by an employee whom they represent. Attendance is subject to approval by Ausgrid in accordance with Clause 27 Special Leave of the Ausgrid Agreement. No overtime or travel related payments will be paid.
- 43.3 Union delegates may be full time or part time employees.

44. DEDUCTION OF UNION MEMBERSHIP FEES

- 44.1 The union shall provide the employer with a schedule setting out union weekly membership fees payable by members of the union in accordance with the union's rules.
- 44.2 The union shall advise the employer of any change to the amount of weekly membership fees made under its rules. Any variation to the schedule of union weekly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 44.3 Subject to the above, the employer shall deduct union weekly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 44.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 44.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a weekly basis.
- 44.6 Where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

45. PROFESSIONALS, MANAGERS AND SPECIALISTS

- 45.1 Coverage
 - 45.1.1 This clause applies only to employees classified as "Professionals, Managers and Specialists" as defined in clause 45.1.2 below.
 - 45.1.2 Ausgrid will apply the Work Level Standards to appoint an employee to PM&S. The Work Level Standards are contained in the Work Level Standards policy and are not incorporated into this agreement.

- 45.1.3 A “Professional, Manager and Specialist” is an employee appointed to a position by Ausgrid as a Professional, Manager & Specialist and who receives the Ordinary Rate of Pay outlined at Appendix 1A of the Agreement.
- 45.1.4 The following clauses of this Agreement do not apply to employees classified as Professionals, Managers and Specialists under this clause:
- (a) Clause 16 – Allowances (except 16.5, 16.9 and 16.11);
 - (b) Clause 18 – Hours of Work;
 - (d) Clause 21 – On Call; and
 - (e) Clause 32 – Rostered Day Off.

45.2 Remuneration

- 45.2.1 The salaries set out in Appendix 1A are payable for all purposes and are inclusive of all allowances and hours of work other than:
- (a) Travel or living expenses when working for Ausgrid. This clause operates with respect to Ausgrid policy and procedure.
 - (b) Reimbursement of business related/educational expenses incurred in the course of employment with Ausgrid. Employees should refer to the relevant Ausgrid policies and procedures for more information in respect of this clause.
 - (c) A weekly skills retention allowance, payable for all purposes, for the term of this Agreement only which is subject to the following increases:

Rate per week		
From 1 September 2021	From 1 September 2022	From 1 September 2023
\$61.32	\$63.12	\$65.02

- (d) Employees who qualify for stage one competency by being:
 - (i) recognised by the Engineers Australia as having completed a qualification in one of the disciplines of engineering of four years duration or equivalent in an institution recognised under the international agreement governing quality and equivalence (The Washington Accord); or
 - (ii) in a position requiring and having an Advanced Diploma of Engineering and maintaining competence in the Electrical Safety Rules;

shall be paid the weekly all purpose allowance which is subject to the increases in the following table:

Rate per week		
From 1 September 2021	From 1 September 2022	From 1 September 2023
\$79.72	\$82.08	\$84.54

- (e) Employees who have qualified for stage one competency (outlined in 45.2.1(d)) and have:
- (i) accreditation as a Chartered Member of Engineer's Australia (CPEng) or Registered Professional Engineer (RPEng) status or equivalent; or
 - (ii) Stage 2 NPER competency or Chartered Engineering Officer (CEngO) status and who are placed on to the National Engineer Associate Register (NEAR);

shall be paid the weekly all purpose allowance which is subject to the following increases:

Rate per week		
From 1 September 2021	From 1 September 2022	From 1 September 2023
\$171.70	\$176.76	\$182.07

45.3 Performance Plans – Performance / Bonus Review

- 45.3.1 The employees in positions covered by this Agreement will be entitled to receive an agreed minimum remuneration in recognition of services for Ausgrid at an agreed standard. Further, those employees shall be entitled to receive additional remuneration for performance as determined by individual performance plans.
- 45.3.2 Each year, employees under this Agreement will be required to develop an individual performance plan with their Manager. This performance plan will establish the key objectives that the employees will be measured against as part of their annual performance review.
- 45.3.3 Each position covered by this Agreement will be the subject of a specific, individual role statement
- 45.3.4 The formal performance review will be held in July/August of each year and will be linked to the performance management system of Ausgrid.
- 45.3.5 The employee's performance for the year will be assessed against the achievement of these agreed key objectives. Each performance plan 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.
- 45.3.6 The performance-based remuneration will be determined based on company, Group and individual performance criteria. Those performance targets will be agreed between the employee and the manager at the time of setting the employee's key performance objectives.
- 45.3.7 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 objectives as agreed between the employee and their manager.
- 45.3.8 The maximum performance based bonus achievable is set at 10% of base salary.

- 45.3.9 Performance plans must be submitted in the performance management system at the beginning of each bonus assessment year; being 1 July – 30 June.
- 45.3.10 Employees may elect to have their bonus payments deferred up to a maximum of twelve (12) months.
- 45.3.11 The Principles set out in subclause 2.1 of Appendix 4 apply in the processes above, except in relation to clause 45.3.8.

45.4 Hours of Work

- 45.4.1 The hours of work clause 18 in this Agreement does not apply to the employees to whom this clause applies. The hours of work for employees covered by this clause are specified below.

45.4.2 Span of Hours

- 45.4.2(a) The span of hours shall be 0600 hours to 1800 hours.
- 45.4.2(b) Subject to any individual agreement, Ausgrid can direct employees to work within this span of hours.

45.4.3 Ordinary hours of work

- 45.4.3(a) This will involve working eight (8) hours per day over a five (5) day week or 160 hours per four weeks over 19 days at employee election.

45.4.4 Fair Work Act requirements

The National Employment Standards in Section 62 of the Act set the maximum hours of work for a full-time employee at 38 hours per week plus reasonable additional hours. To facilitate the existing established 40 hour week arrangements for PM&S employees the following provisions will apply.

- (a) The ordinary hours of work for full time employees are 36 hours per week, Monday to Friday with reasonable additional hours of no more than 4 hours per week. Hours worked between 36 and 40 are paid as ordinary hours.
- (b) Subject to Clause 20.3.1(a)(i), Overtime of this Agreement, employees will be available as required to perform such other reasonable additional hours that may be necessary to meet the needs of the position.
- (c) Ausgrid will not require any employee to work any hours that are unreasonable.
- (d) When determining the reasonableness of the additional hours Ausgrid will have regard to section 62(3) of the Act.
- (e) If Ausgrid and the employee cannot agree on the employee's hours of work under this clause, either party may refer the matter to the Dispute Settlement Procedure of the Agreement.

- 45.4.5 Employees under this clause are not entitled to Rostered Days Off.

45.5 Duties as Directed

The relevant General Manager may direct employees under this clause 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.

45.6 Multiskilling of Positions

45.6.1 The persons covered by this clause acknowledge that the interests of Ausgrid can be enhanced by the redesign of specific positions and that multiskilling may be appropriate.

45.6.2 All employees covered by this clause 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 they 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.

45.7 Acting in Positions

45.7.1 The table below sets out the terms and conditions on which employees will be paid when acting in positions.

45.7.2 This clause does not apply to employees acting in a position occupied by a person covered by Appendix 2. Appendix 2 is a unique set of terms and conditions applicable only to the persons covered by that Appendix. If an employee is required to work in a position occupied by a person covered by Appendix 2, Ausgrid and the employee will agree on the terms and conditions that will apply to the employee for the period of acting.

45.7.3 Scenario 1 applies to employees:

- (a) who are not appointed to a role to which this clause applies but who act in a position covered by this clause; or
- (b) who are appointed to a role to which this clause applies but who act in another job covered by this clause.

45.7.4 Scenario 2 applies to employees who are appointed to a role to which this clause 45 applies but who act in a position not covered by this Agreement (that is, a senior contract position).

	Scenario 1	Scenario 2
Salary	Paid the salary for the position as described in Appendix 1A for the period of acting.	*Greater of: <ul style="list-style-type: none"> • the minimum remuneration for the senior contract position; or • a higher grade rate set by their General Manager /managers where applicable; or • their current rate.
Leave	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.	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.

Conditions	<p>Shall work in accordance with the conditions of this clause 46 while acting</p> <p>Employees who are not appointed to a role to which this clause 46 applies but who act in a position under this clause 46 are not entitled to either:</p> <ul style="list-style-type: none"> ● take; or ● accrue <p>rostered day off during the period of acting.</p>	<p>Shall work in accordance with the conditions of this clause while acting.</p>
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45.8 Miscellaneous

- 45.8.1 No employee shall be appointed or promoted to a position under this clause 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 Ausgrid's Recruitment and Selection Policy.
- 45.8.2 Employees covered by this clause are not entitled to Ausgrid Employee Day.

46. 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, Ausgrid shall provide the employee with a conveyance to the employee's home.

47. STANDING BY

- 47.1 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.
- 47.2 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.

48. JOB SHARING

- 48.1 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.
- 48.2 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 arrangement may be suitable.
- 48.3 A job-sharer shall be paid a pro rata rate commensurate with their normal hours worked each week.

- 48.4 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.
- 48.5 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.
- 48.6 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).

49. CAREER BREAK

- 49.1 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.
- 49.2 A career break provides between three (3) months and one (1) year of unpaid leave and may be combined with other leave to provide a total period of absence up to two (2) years.
- 49.3 Employees who take a career break maintain continuity of employment but the period of leave does not count for service.
- 49.4 Employees who take a career break will be able to return to either their old position or an equivalent position.

Signed for and on behalf of:

	24-28 Campbell Street Sydney NSW 2000
_____ Ausgrid	_____ Date

[Insert union signatures]

APPENDIX 1 - PAY RATES AND ALLOWANCES

Appendix 1A - Ausgrid Professionals, Managers & Specialists Pay Rates

Appendix 1B - Ausgrid Allowances and Extra Rates

Appendix 1C - Ausgrid Adult Apprentices Pay Rates

Appendix 1D - Ausgrid Cadet Pay Rates

Appendix 1E - Ausgrid Trainee Pay Rates

APPENDIX 1A Ausgrid Professionals, Managers and Specialists Pay Rates

Professionals, Managers and Specialists			
Annual Salary			
	From 1 September 2021	From 1 September 2022	From 1 September 2023
Level 1	\$162,219	\$167,004	\$172,014
Level 2	\$171,454	\$176,512	\$181,807
Level 3	\$185,618	\$191,094	\$196,827

The above rates of pay incorporate the Ausgrid Allowance. 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.

Appendix 1B Ausgrid Allowances and Extra Rates

Item	Code	Allowance Type	Frequency	Rate		
				From 1 September 2021	From 1 September 2022	From 1 September 2023
1	FAA	First Aid Attendant	per day	\$5.29	\$5.45	\$5.61
2	FAI	First Aid Instructor	per week	\$24.07	\$24.78	\$25.52
3	SHA	Afternoon Shift	per shift	\$50.00	\$51.50	\$53.05
4	NGT	Night Shift	per shift	\$80.00	\$90.00	\$100.00
5	EMSRA	Early Morning Shift	per shift	\$23.50	\$24.20	\$24.92
6	O/C	On Call	per week	\$267.38	\$275.27	\$283.53
7	O/C1	On Call Weekday	per day	\$53.47	\$55.05	\$56.70
8	O/C2	On Call Weekend	per day	\$66.85	\$68.82	\$70.89
9	O/C3	Ug Tr On Call Eng	per day	\$82.97	\$85.42	\$87.98
10	O/C4	Ug Tr On Call Tech	per day	\$71.14	\$73.23	\$75.43
11	-	-	-	-	-	-
12	MEAL	Meal	per meal	\$15.51	\$15.97	\$16.44
13	CDMB	Charge Depot Meal Break	per day	\$6.42	\$6.61	\$6.80
14	CPMB	Charge Plant Meal Break	per day	\$5.27	\$5.42	\$5.59
15	-	-	-	-	-	-
16	ASB	Asbestos	per hour	\$0.92	\$0.95	\$0.98
17	ASE	Asbestos Eradication	per hour	\$2.76	\$2.84	\$2.92
18	-	-	-	-	-	-
19	INSL	Insulwool	per hour	\$0.92	\$0.95	\$0.98
20	DIRT	Dirt	per day	\$5.33	\$5.49	\$5.65
21	PIT	Cable Pit	per day	\$12.60	\$12.97	\$13.36
22	COMM	Community Language	per week	\$25.01	\$25.75	\$26.52
23	SUST	Sustenance Allowance - pre paid allowance	per day	\$93.60	\$96.36	\$99.26
		Single location up to 35 days - no prepaid accommodation	per day	\$288.17	\$296.67	\$305.57
		Single location after 35 days - no prepaid accommodation	per day	\$213.56	\$219.86	\$226.45
24	SKR	Skills Retention	per week	\$61.32	\$63.12	\$65.02
25	SR	Electrical Safety Rules	per week	n/a	n/a	n/a
26	SREO	ESO Safety Rules -60%	per week	n/a	n/a	n/a
27	SR80	Non-Elec Trade Safety Rules 80%	per week	n/a	n/a	n/a
28	EL	Qualified Electrical Supervisor	per week	n/a	n/a	n/a
29	PRA	Qualified Supervisor Plumbing etc	per week	n/a	n/a	n/a
30	-	Not Used	-	-	-	-
31	-	Not Used	-	-	-	-
32	-	Not Used	-	-	-	-
33	VEH	Private Vehicle Usage	per klm	ATO Rate		

Ausgrid Enterprise Agreement 2021

Item	Code	Allowance Type	Frequency	Rate		
				From 1 September 2021	From 1 September 2022	From 1 September 2023
34	OFA	Occupational First Aid Attendant Allowance	per day	\$11.04	\$11.36	\$11.71
35	HO08	Shift handover allowance - Sydney & Newcastle Control rooms and Despatch (8 hour shift)	per shift	\$6.95	\$7.15	\$7.37
36	HO12	Shift handover allowance - Sydney & Newcastle Control rooms and Despatch (12 hour shift)	per shift	\$10.42	\$10.73	\$11.05

Appendix 1C Ausgrid Apprentices and Adult Apprentice Pay Rates

Apprentice >21 years			
Classification	Weekly Rates		
	From 1 September 2021	From 1 September 2022	From 1 September 2023
1st Year Adult Apprentice	\$923.87	\$951.13	\$979.66
2nd Year Adult Apprentice	\$965.56	\$994.04	\$1,023.87
3rd Year Adult Apprentice	\$1,003.28	\$1,032.88	\$1,063.86
4th Year Adult Apprentice	\$1,042.67	\$1,073.43	\$1,105.63
Internal Adult Apprentice	\$1,245.18	\$1,281.91	\$1,320.37

Apprentice <21 years			
Classification	Weekly Rates		
	From 1 September 2021	From 1 September 2022	From 1 September 2023
1st Year Apprentice	\$625.59	\$644.04	\$663.36
2nd Year Apprentice	\$760.05	\$782.47	\$805.94
3rd Year Apprentice	\$880.17	\$906.13	\$933.32
4th Year Apprentice	\$965.56	\$994.04	\$1,023.87

Apprentice Electrician Electrical Safety Rules Allowance per week allowance for all purposes.

Apprentice Electrician Electrical Safety Rules Allowance	From 1 September 2021	From 1 September 2022	From 1 September 2023
	\$139.53	\$143.65	\$147.96

(Apprentice electricians are paid the Electrical Safety Rules Allowance from the date they complete the Electrical Safety Rules Test)

The above rates of pay incorporate the Ausgrid Allowance. 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.

Appendix 1D Ausgrid Cadet Pay Rates

Cadet			
Classification	Weekly Rates		
	From 1 September 2021	From 1 September 2022	From 1 September 2023
1st Year Cadet Engineer	\$466.79	\$480.56	\$494.97
2nd Year Cadet Engineer	\$514.70	\$529.89	\$545.78
3rd Year Cadet Engineer	\$567.46	\$584.20	\$601.73
4th Year Cadet Engineer	\$965.56	\$994.04	\$1,023.87
5th Year Cadet Engineer	\$1,003.28	\$1,032.88	\$1,063.86

The above rates of pay incorporate the Ausgrid Allowance. 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.

Appendix 1E Ausgrid Trainee Pay Rates

Trainee			
Classification	Weekly Rates		
	From 1 September 2021	From 1 September 2022	From 1 September 2023
1st Year Trainee Engineering Officer	\$760.05	\$782.47	\$805.94
2nd Year Trainee Engineering Officer	\$923.87	\$951.13	\$979.66
3rd Year Trainee Engineering Officer	\$1,105.59	\$1,138.20	\$1,172.35
4th Year Trainee Engineering Officer	\$1,220.95	\$1,256.97	\$1,294.68
5th Year Trainee Engineering Officer	\$1,402.60	\$1,443.98	\$1,487.30

The above rates of pay incorporate the Ausgrid Allowance. 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.

APPENDIX 2 – CONTRACT TO EBA TRANSITION

1. Application

- 1.1 The provisions of this Appendix supersede and replace all prior agreements between Ausgrid and each of the employees to whom this Appendix applies, including but not limited to, the Ausgrid Agreement 2012 and the Ausgrid Enterprise Agreement 2018.
- 1.2 This Appendix forms part of the Agreement. The provisions of this Appendix prevail to the extent of any inconsistency with any other term of the Agreement.
- 1.3 A person is covered by this Appendix if their name appears on a list dated 20 February 2018 identifying them as a person to whom this Appendix applies.
- 1.4 This Appendix only applies to the employees identified in clause 1.3 of this Appendix. The provisions of this Appendix only apply to each employee while they occupy the position they were contracted in as at the date of the Ausgrid Enterprise Agreement 2018. Consistent with this principle, an employee to whom this Appendix applies cannot also be an employee classified as a Professional, Manager and Specialist under clause 45 of the Agreement. Once an employee subject to the Appendix moves to another different position/role, this Appendix ceases to apply to that employee.
- 1.5 All other conditions of employment will be as per the terms and conditions of the Agreement unless specifically covered by this Appendix.
- 1.6 Employees to whom this Appendix applies are not shift workers.
- 1.7 The employees to whom this Appendix applies are not entitled to a job evaluation of their current position.

2. Ordinary rate of pay / classifications

- 2.1 The pay points applicable to the employees to whom this Appendix applies, is their current ordinary rate of pay.
- 2.2 Employees under this Appendix have access to fringe benefits on the basis of salary packaging arrangements. Employees are responsible for meeting 100% of any fringe benefit tax cost incurred through such salary packaging arrangements.
- 2.3 Salary packaging is limited to only those benefits Ausgrid is lawfully permitted to provide and as provided for in Ausgrid policy.

3. Method of payment

Employees to whom this Appendix applies will be paid fortnightly, instead of weekly as provided for in clause 15 of the Agreement.

4. Hours of work

4.1 The hours of work clause 18 in the Agreement does not apply to the employees to whom this Appendix applies. The hours of work for employees covered by this Appendix is governed by this clause 4.

4.2 Span of Hours

4.2.1 The span of hours shall be 0600 hours to 1800 hours.

4.2.2 Subject to any individual agreement, Ausgrid can direct employees to work within this span of hours.

4.3 Fair Work Act requirements

The National Employment Standards, in Section 62 of the Act set the maximum hours of work for a full-time employee at 38 hours per week plus reasonable additional hours. To facilitate the existing established 40 hour week arrangements for Contract to Agreement Transition employees the following provisions will apply.

4.3.1 The ordinary hours of work for full time employees are 36 hours per week, Monday to Friday with reasonable additional hours of no more than 4 hours per week. Hours worked between 36 and 40 are paid as ordinary hours.

4.3.2 Subject to Clause 20.3.1(a)(i), Overtime of this Agreement, employees will be available as required to perform such other reasonable additional hours that may be necessary to meet the needs of the position.

4.3.3 Ausgrid will not require any employee to work any hours that are unreasonable.

4.3.4 When determining the reasonableness of the additional hours Ausgrid will have regard to the Act

4.3.5 If Ausgrid and the employee cannot agree on the employee's hours of work under this clause, either party may refer the matter to the Dispute Settlement Procedure of the Agreement.

4.4 Employees may vary their hours of work by way of an individual agreement entered into under clause 18 of the Agreement.

4.5 Employees are not entitled to rostered days off under clause 32 of the Agreement.

4.6 Employees to whom this Schedule applies are entitled to the Ausgrid Employee Day.

5. Overtime

- 5.1 Overtime (where approved) applies after an employee has worked 40 hours in one week.
- 5.2 Subject to this Clause 5 of this Appendix, overtime rates will be in accordance with Clause 20 Overtime of the Agreement.
- 5.3 The employees acknowledge that their Ordinary Rate of Pay compensates them for their reasonable additional hours of work as provided for in clause 4 of this Appendix.
- 5.4 Employees covered by this Appendix who reduce their hours under section 65 of the Act or who otherwise reduce their full time hours by way of an individual agreement are entitled to overtime where approved after they work 40 hours in any week. All hours worked by a full time employee on reduced hours, up to 40 hours, are paid at the employee's Ordinary Rate of Pay for the hours worked.
- 5.5 Employees covered by this Appendix who work approved overtime in accordance with this Clause will be eligible for the overtime meal break and overtime meal allowance set out in the Agreement.

6. On call

The On Call provision of the Agreement does not apply to employees covered by this Appendix.

7. Allowances and expenses

- 7.1 Except as provided for in clause 7.3 of this Appendix, employees to whom this Appendix applies are not entitled to any allowances under the Agreement.
- 7.2 The employees acknowledge that their Ordinary Rate of Pay compensates them for all allowances under the Agreement, except as provided for in clause 7.3 of this Appendix, including but not limited to the Ausgrid Allowance.
- 7.3 Employees to whom this Appendix applies may be eligible to be reimbursed for actual incidental costs related to work related travel. Clause 16.5 Sustenance allowance of the Agreement does not apply to employees covered by this Appendix.
- 7.4 Employees to whom this Appendix applies may be eligible for the use of private vehicle rate in Appendix 1B of the Agreement.

8. Superannuation

- 8.1 Clause 17.1 Supplementary Superannuation of the Agreement does not apply to employees to which this Appendix applies, unless the employee was eligible for such supplementary superannuation in accordance with their contract of employment in force immediately prior to the date of this Agreement.
- 8.2 Clause 17.4 Additional Employer Superannuation Contribution of the Agreement does not apply to the employees to which this Appendix applies.
- 8.3 For the avoidance of doubt, employees who are not members of a Defined Benefit Superannuation Scheme within EISS and to whom this Appendix applies are not entitled to any additional employer superannuation contribution above the Superannuation Guarantee Contribution (for example 10% as at the date of this Agreement), unless the employee has an entitlement to supplementary superannuation pursuant to clause 17.1 of the Agreement.
- 8.4 For the avoidance of doubt, employees who are members of a Defined Benefit Superannuation Scheme Scheme within EISS and are covered by this Appendix are not entitled to any additional employer superannuation contribution above amounts Ausgrid is required to contribute to EISS in accordance with the rules of the Trust Deed.

9. Bonus payment

- 9.1 Employees may be eligible to receive a bonus payment' in accordance with Ausgrid's applicable policies and guidelines , as varied from time to time.
- 9.2 The payment of the bonus payment' is at the absolute discretion of Ausgrid. Accordingly, the payment of the bonus payment' is not a matter which can be referred to the Dispute Settlement Procedure under clause 41 of the Agreement.
- 9.3 Nothing in clause 9.2 of this Appendix affects an employee's right to raise a grievance in relation to the bonus payment' in accordance with Ausgrid's applicable policies and guidelines as varied from time to time.

10. Motor vehicles

- 10.1 The allocation of motor vehicles will be in accordance with Ausgrid policy.
- 10.2 If an employee to whom this Appendix applies received, or was eligible to receive, an operating lease or novated lease immediately prior to the commencement of the Agreement, that employee will continue to receive or be eligible to receive such lease after commencement of the Agreement.

11. Annual leave

- 11.1 Employees are entitled to 20 days annual leave per year paid at the Ordinary Rate of Pay. An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 11.2 Employees are entitled to access annual leave at half pay in accordance with clause 24.21 of the Agreement, subject to 24.2.

12. Preserved long service leave entitlements

- 12.1 The Long Service Leave clause 26 of the Agreement applies to employees to whom this Appendix applies.
- 12.2 Employees who were entitled to and who had accrued a higher amount of long service leave under the terms of their prior contract will maintain that higher accrual up to the date of the Agreement and will accrue long service leave in accordance with clause 26.4 on and from the date of this Agreement.

13. Preserved sick leave

If an employee covered by this Appendix had any pre 1993 sick leave entitlements as at the date of this Agreement, Ausgrid will continue to recognise those entitlements in accordance with the employee's EnergyAustralia Nomination for Payment and/or Salary Sacrifice of Pre 1993 Sick Leave Senior Contract Employees election form.

14. Preserved redundancy

If an employee covered by this Appendix was, immediately prior to the date of this Agreement, eligible to a higher redundancy payment than that provided for in the Agreement, the employee will continue to be eligible to receive that higher redundancy payment until such time as that amount is exceeded by the redundancy payment in the Agreement.

APPENDIX 3 - ANNUAL LEAVE CONVERSION

METHOD FOR CONVERTING ANNUAL LEAVE AND SICK LEAVE ENTITLEMENTS TO HOURS

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

Employees accrue either 12, 15 or 18 days of personal leave per year, depending on length of service. They also have a statutory entitlement to four (4) weeks annual leave including non working days. Shift workers have an annual leave entitlement of 20 or 25 shifts.

The method of work for these employees is to work eight (8) hours per day over a nine (9) day fortnight. Day workers work five (5) days in the first week and four (4) days in the second. Shift workers average nine (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 eight (8) hours per day and are paid for eight hours per day RDO. Shift workers are paid according to the actual hours worked each week.

This Agreement provides amongst other things, for the possibility of work being organised into nine (9) hour day/four (4) day weeks and 12 hour day/three (3) day weeks. This requires all sick leave and annual leave entitlements to be recorded in hours and debited in hours.

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 eight hour day. Therefore, the annual sick leave entitlement is 144 hours. The annual leave entitlement is also 144 hours because four weeks work is equivalent to four times 36 hours per week.

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

All annual leave for employees who work a nine (9) day fortnight is deducted at eight (8) hours per day.

Other employees who work shiftwork or nine (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 three (3) days per week. If 12 hours is debited for each day of annual leave, the employee is still entitled to four weeks of annual leave at three days/week.

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

APPENDIX 4 – CAREER, CAPABILITY AND REMUNERATION FRAMEWORK

1. Overview

- 1.1. The CCR Framework is a broad-banded pay structure, as set out in Clause 5 of this Appendix. Work Level Standards provide a framework to differentiate Positions (grouped into Bands) based on the complexity of work undertaken by employees. Streams set out the nature of work undertaken by employees and each Band is divided into Levels.

A pay scale sets out a pay point for each Level within a Band, pursuant to Clause 66 of this Appendix.

- 1.2. Progression to Levels within a Band is based on employee performance as part of the annual performance cycle, pursuant to Clause 11 of this Appendix.
- 1.3. Promotion between Bands is via a selection process based on merit or for eligible Roles, via a streamlined merit process, pursuant to Clause 12 of this Appendix.
- 1.4. Pay for those employees employed as at 30 November 2018 was 'grandparented', meaning no employee employed as at 30 November 2018 loss pay at the point of transition to the CCR Framework, pursuant to Clause 18 of this Appendix.
- 1.5. Employees who were receiving salary maintenance as at 30 November 2018 continued to be paid salary maintenance under the CCR Framework, pursuant to Clause 18 of this Appendix. Those employees transitioned to the CCR Framework based on their appointed position classification as at 30 November 2018.

2. Consultative requirements

By no later than 1 May 2023 the Peak Consultative Committee (PCC) will be formed to review components of CCR. The review will have the following scope:

- Key identified categories of CCR process and application
- Employee representatives to provide structured feedback on issues of what is working well and what needs to improve
- Participants will be agreed between Ausgrid and Unions. There will be a maximum of 10 employee representatives
- Outcomes of the PCC discussions will be considered by Ausgrid management
- An action plan with identified timelines will be submitted to the PCC with regular report backs

3. Definitions

- 3.1. Band refers to a grouping of employees by complexity of work as detailed in the Work Level Standards.
- 3.2. Calibration refers to the process undertaken by Ausgrid, prior to the finalisation of Performance Ratings, to ensure fair and reasonable outcomes have been achieved in accordance with Ausgrid's policies (as amended from time to time). These policies are not incorporated into this Agreement.
- 3.3. CCR Framework refers to the Career, Capability and Remuneration Framework.
- 3.4. Engineering refers to the Stream of Roles, mainly office based, that predominantly provide technical, works planning/delivery, and engineering project management functions.
- 3.5. Functional Services refers to the Stream of Roles that incorporates both field and office based work, that predominantly provide administrative, procedural and non-engineering system support, services or management.
- 3.6. Level refers to discrete pay points in each Band.
- 3.7. Performance Rating refers to the outcome of the assessment of employee performance determined by Ausgrid through the performance development process.
- 3.8. PM&S Position refers to positions covered by Clause 45 (Professionals, Managers and Specialists) of this Agreement.
- 3.9. Position refers to the appointment of an employee with an associated rate of pay by reference to a specific Stream and Band. Employees are appointed to a position and assigned to a role. The position is noted as a combination of the Stream and Band e.g. Power Worker Band B2.
- 3.10. Power Worker refers to the Stream of Roles, mainly field based, that predominantly undertake installation, maintenance, operation and active supervision of such functions.
- 3.11. Previous Rate of Pay refers to the total of:
 - 3.11.1. the rate of pay associated with the pay point of the employee's appointed position classification, and
 - 3.11.2. the eligible Previously Applicable All-Purpose Allowances (subject to Clause 6 of this Appendix)

paid to that employee under the Ausgrid Enterprise Agreement 2018 as at the date of transition to the CCR Framework. To be clear, this does not mean the rate of pay applicable under salary maintenance.
- 3.12. Reclassified Employee refers to a person (other than those exceptions listed in Clause 4 of this Appendix) employed under the Ausgrid Enterprise Agreement 2018 immediately prior to the commencement of this Appendix on 1 December 2018.

- 3.13. Role refers to the scope of work undertaken in a Position. There may be one or many Roles within a Position. Employees are assigned to a role within their appointed position. The role is noted as per the Role Statement e.g. Lineworker
- 3.14. Stream refers to a grouping of employees defined by the nature of the work performed.
- 3.15. Work Level Standards refers to a set of descriptors that enable the consistent classification of Positions, differentiating the increasing complexity of the work from lower to higher Bands. The Work Level Standards are contained in the Work Level Standards Policy, and are not incorporated into this Agreement.

4. Application

- 4.1. CCR Framework under this clause applies to all employees covered by the Ausgrid Enterprise Agreement 2021 except for:
 - 4.1.1. employees engaged under Apprenticeships, Cadetships and Traineeships;
 - 4.1.2. employees who are covered by Clause 45 (Professionals, Managers and Specialists) of the Ausgrid Enterprise Agreement 2021; and
 - 4.1.3. employees who are covered by Appendix 2 (Contract to EBA Transition) of the Ausgrid Enterprise Agreement 2021 as at the date of operation of this Appendix.

5. Operating Provisions

- 5.1. Positions are classified according to three Streams, being the:
 - 5.1.1. Power Worker Stream;
 - 5.1.2. Engineering Stream; and
 - 5.1.3. Functional Services Stream.
- 5.2. Within each Stream there are discrete Bands, differentiated by a set of Work Level Standards.
- 5.3. Within each Band there are discrete Levels.
 - 5.3.1. Band A1, Band A2, Band B1, Band B2, Band C1, Band C2, Band D1 and Band D2 have five (5) levels.
 - 5.3.2. Band D3 has one (1) level.
- 5.4. Ausgrid will apply the Work Level Standards to appoint employees to a specific Band in a Stream, known as their Position.
 - 5.4.1. Ausgrid will designate the Level in a Band at which an employee commences. This will usually be Level 1 however, in exceptional circumstances this may be a higher Level. What constitutes "exceptional circumstances" will be determined by Ausgrid on a case by case basis.
 - 5.4.2. Ausgrid will notify employees of their appointed Stream, Band and designated Level under this Agreement, in writing.

- 5.5 Ausgrid may decide to appoint graduates during the life of this Agreement. Graduates will be engaged in either Engineering or Functional Services streams in positions to be determined by Ausgrid with reference to the respective Work Level Standards.

6. Ordinary Rate of Pay

- 6.1. The pay rates are set out in Attachment A and reflect the current rates of pay as at the date this Agreement is made, applicable from 1 September 2021. These rates also reflect the increases detailed in Clause 14, Wages and Salaries of this Agreement for the increases applicable from 1 September 2022 and 1 September 2023.
- 6.2. The rates of pay in this Appendix incorporate the Ausgrid Allowance at Clause 14.2 of this Agreement.

7. Qualified Electrical Supervisor & Chartered or Registered Engineer Allowance

- 7.1. The following employees will be eligible for a Qualified Electrical Supervisor & Chartered or Registered Engineer Allowance:
- 7.1.1. Employees in the Power Worker Stream or Engineering Stream who are appointed in a role that requires an electrical trade, and obtain and hold a NSW Qualified Supervisor Electrical Work licence.
 - 7.1.2. Employees in the Engineering Stream that require a Chartered Engineer registration and/or a Registered Professional Engineering registration for their role, and obtain and hold a current registration.
- 7.2. The parties acknowledge that should there be changes to legislation which amend the requirement for registration of engineers, there will be a review of Clause 7.1 of this Appendix.
- 7.3. Employees that were eligible for the Qualified Supervisor Electrical Work allowance or National Professional Engineering Registration 2 in the Ausgrid Enterprise Agreement 2012 will be eligible for the Qualified Electrical Supervisor & Chartered or Registered Engineer Allowance, so long as they continue to and obtain and hold a current NSW Qualified Supervisor Electrical Work licence, Chartered Engineer registration or Registered Professional Engineering registration.
- 7.4. The Qualified Electrical Supervisor & Chartered or Registered Engineer Allowance will be paid for all purposes.
- 7.5. The Qualified Electrical Supervisor & Chartered or Registered Engineer Allowance is set out in Attachment B and reflects the rate as at 1 September 2021. These rates also reflect the increases detailed in Clause 14 of this Agreement as applicable from 1 September 2022 and 1 September 2023.
- 7.6. To be clear, any costs associated with obtaining and holding a current NSW Qualified Supervisor Electrical Work licence, Chartered Engineer

registration or Registered Professional Engineer registration will not be reimbursed by Ausgrid. The pay rates set out in this Appendix incorporate recognition of the capabilities and experience for which the Previously Applicable All-Purpose Allowances were payable and the cost of obtaining and holding a current NSW Qualified Supervisor Electrical Work licence, Chartered Engineer registration or Registered Professional Engineer registration.

8. Performance of work

- 8.1. Ausgrid will assign employees to a Role (as defined at 3.14) in their appointed Position (as defined at 3.9) based on the employee's capabilities. This assignment can be amended by Ausgrid in accordance with Ausgrid's assessment of its business needs and the capabilities of the employee. Ausgrid will consider an employee's personal circumstances when amending an employee's assignment. The provisions of Clause 6 of this Appendix continue to apply. Role assignments will be determined at the discretion of Ausgrid.
- 8.2. All employees will be required to perform the full range of related work activities equivalent to their appointed Position (within their capabilities).
- 8.3. Employees may also be required to perform duties (within their capabilities) of Positions in Bands lower than the one that they are appointed.
- 8.4. Where an employee is reassigned, at Ausgrid's discretion, to a Role in the same Stream and the same Band as their current Role, the employee will receive the Ordinary Rate of Pay applicable to the new Role at their current Level.
- 8.5. Where an employee applies for and accepts an offer of appointment to a Role in the same Stream and the same Band as their current Role, then from the date of appointment the employee will receive the Ordinary Rate of Pay applicable to the new Role at their current Level.

9. Learning and development

- 9.1. Learning and development will be in accordance with Ausgrid's policies and procedures as amended from time to time. These policies are not incorporated into this Agreement.
- 9.2. In conjunction with the CCR Framework, learning and development at Ausgrid will:
 - 9.2.1. Enhance opportunities for workplace flexibility;
 - 9.2.2. Meet the needs of the organisation; and
 - 9.2.3. Address the joint requirements for improved productivity, quality and performance, together with learning and development opportunities for employees.
- 9.3. Ausgrid recognises that learning differences exist between various work groups and locations, which need to be balanced with organisation-wide requirements for workplace flexibility and employee mobility.

- 9.4. To support learning and development at Ausgrid, employees may be given opportunities to contribute to activities such as:
 - 9.4.1. Design, development or reviews of workplace training;
 - 9.4.2. Delivery of workplace training; or
 - 9.4.3. Assessment of employee capabilities.
- 9.5. Employees may also be given learning opportunities in reading, writing, numeracy or spoken communication.
- 9.6. Identification of learning and development needs will be supported by Ausgrid's performance development system, as set out in Clause 10 of this Appendix.

10. Performance development

- 10.1. Performance development will be in accordance with Ausgrid's policies and procedures as amended from time to time. These policies are not incorporated into this Agreement.
- 10.2. The performance development process will include an annual performance cycle based upon the Financial Year.
- 10.3. Following the conclusion of the annual performance cycle, employees will receive a Performance Rating of Exceeds Expectations, Meets Expectations or Does Not Meet Expectations.
- 10.4. The definitions of Exceeds Expectations, Meets Expectations and Does Not Meet Expectations are set out in accordance with Ausgrid's policies as amended from time to time. These policies are not incorporated into this Agreement.
- 10.5. Performance Ratings will be subject to Calibration in accordance with Ausgrid's policies as amended from time to time. These policies are not incorporated into this Agreement. The calibrated Performance Rating will be determined at the discretion of Ausgrid subject to subclauses 10.6 to 10.8.
- 10.6. An employee may request a review of their Performance Rating, following Calibration, with the employee's two-up manager (i.e., the manager of the employee's manager). The request for and review of the Performance Rating will be in accordance with Ausgrid's policies and procedures set out in Clause 10.1 of this Appendix. There will be no further reviews of this outcome.
- 10.7. On an annual basis, Ausgrid will make available to all employees a summary report outlining Performance Rating outcomes for the most recent annual performance cycle. The summary report will include the percentage of employees in each Stream who have completed the most recent annual performance cycle and who have received a Performance Rating of Exceeds Expectations, Meets Expectations or Does Not Meet Expectations following Calibration. The summary report will not identify individual Performance Ratings. The report will also include the number of employees in each Stream who receive the Top of Band Recognition Incentive Payment for the most recent annual performance cycle.

- 10.8. On an annual basis, Ausgrid will separately provide to the Peak Consultative Committee (or a delegated subcommittee) a confidential report outlining Performance Rating outcomes for the most recent annual performance cycle. The report will include the number of employees in each Stream, Band and Level who have completed the most recent annual performance cycle and who have received a Performance Rating of Exceeds Expectations, Meets Expectations or Does Not Meet Expectations following Calibration. The report will not identify individual Performance Ratings. Where reporting on the number of employees in each Stream, Band and Level could identify individuals, the data for Levels or Bands may be grouped together. The report will also include the number of employees in each Stream who receive the Top of Band Recognition Incentive Payment for the most recent annual performance cycle.
- 10.9 Following the mid year and end of year performance reviews, Ausgrid will meet with Union Organisers and relevant delegates (as nominated by the Unions) for the purposes of reviewing the completion of performance check-ins, in addition to the identification of any further training needs in relation to performance feedback.

11. Progression to a higher Level

- 11.1. Progression to a higher Level in a Band (excluding Band D3, for which there is only one (1) Level) is based on the employee's Performance Rating.
- 11.2. An employee will move from Level 1 to Level 2 in their Band only if:
- 11.2.1. they have completed an annual performance cycle at their existing Level of that Band;
 - 11.2.2. they have the minimum capabilities required of their current Role; and
 - 11.2.3. their Performance Rating at the conclusion of that annual performance cycle following Calibration was "Meets Expectations" or "Exceeds Expectations".
- 11.3. An employee will move from Level 2 to Level 3, Level 3 to Level 4, or Level 4 to Level 5 in their Band only if:
- 11.3.1. they have completed an annual performance cycle at their existing Level of that Band; and
 - 11.3.2. they have the minimum capabilities required capabilities of their current Role; and
 - 11.3.3. their Performance Rating at the conclusion of that annual performance cycle following Calibration was "Exceeds Expectations".
- 11.4. An employee can only move one Level in any one annual performance review cycle.
- 11.5. If an employee progresses to a higher Level in a Band, the progression will be effective as at the date of commencement of the next annual performance cycle.
- 11.6. Promotion from Band A1 to Band A2, from Band A2 to B1, from Band B1 to Band B2, from Band B2 to C1, from Band C1 to Band C2, from Band C2 to

D1, from Band D1 to Band D2, from Band D2 to Band D3 will occur via a selection process pursuant to Clause 12 of this Appendix.

12. Promotion to a higher Band

- 12.1. Promotion to a higher Band will occur via a selection process (as governed by Ausgrid's policies as amended from time to time, noting that these policies are not incorporated into this Agreement). The selection will be based on:
 - 12.1.1. merit; or
 - 12.1.2. for eligible Roles (set out in Ausgrid's policies as amended from time to time, noting that these policies are not incorporated into this Agreement), a streamlined selection process.
- 12.2. Ausgrid shall determine the number of Positions and Roles required based on Ausgrid's assessment of its business needs. In assessing its business needs, Ausgrid will consider the capabilities required within various work groups, what skills are needed to complete required tasks, the complexity of work, future work needs, job redesign, productivity improvements and technology changes. As such, promotion to a higher Band will occur if:
 - 12.2.1. there is a Position available at the higher Band as required by Ausgrid as result of this assessment; and
 - 12.2.2. the employee applies for and accepts an offer of appointment to that Position.
- 12.3. For promotion into Band A2, Band B1, Band B2, Band C1, Band C2, Band D1 and Band D2, Ausgrid will designate which Level in the new Band an employee commences at. This will usually be Level 1 however, in exceptional circumstances, this may be a higher Level. What constitutes "exceptional circumstances" will be determined by Ausgrid on a case by case basis. To be clear, for promotion into Band D3, there is only one (1) level.

13. Acting in a higher Band

- 13.1. Ausgrid may require an employee to act temporarily in a Position of a Band higher than their appointed Position.
- 13.2. Higher duties pay applies where employees take on the responsibilities and duties of a Role in a Position of a higher Band. To be clear, employees are paid for the full range of duties that they would be expected to undertake in their appointed Position from time to time.
- 13.3. When acting in a Position of a higher Band for a minimum of one day the employee will receive the Ordinary Rate of Pay of Level 1 of the higher Band (or their Previous Rate of Pay whichever is the higher).
- 13.4. If an employee has been receiving higher duties 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 duties pay rate for the duration of the absence. Absences on approved paid leave of five (5) days or less aggregate duration will not cause a break in continuity for the purposes of this Clause 13.4. In all cases, the payment of higher duties pay whilst on paid leave will not exceed six (6) months duration. Breaks in

higher duties of five (5) days or less aggregate duration shall not cause a break in continuity for the purposes of this Clause 13.4.

- 13.5. Agreement/Public Holidays during a period of higher duties will be paid at the higher rate as per Clause 13.3 of this Appendix.
- 13.6. Payment for acting in a higher Band will not apply to long service leave or payments made for service entitlements at the termination of employment.
- 13.7. Higher duties pay is paid to an employee who is required to perform higher duties to cover the work of an employee who is absent for more than two (2) days taken as RDOs.
- 13.8. Undertaking on the job training in a Position of a higher Band does not entitle an employee to higher duties pay unless the person is actually given responsibility for the Role, e.g. in a relief role.
- 13.9. 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 duties pay shall not continue for more than six (6) months before a selection process is commenced.

14. Acting in a lower Band

- 14.1 Where an employee is required to act temporarily in a Position of a lower Band than their appointed Position, due to a business need, they will continue to be paid the ordinary rate of pay of their appointed Position for the duration of the acting arrangement. However, this will not apply where an employee applies for and accepts a secondment at a lower Band than their appointed Position.

15. Acting in a Professionals, Managers and Specialists (PM&S) Position

- 15.1. Ausgrid may require an employee to act temporarily in a PM&S Position covered by Clause 45 of this Agreement. When this occurs, Clause 45.7 of this Agreement will apply.

16. Appointment to the same Band in a different Stream

- 16.1. Where an employee applies for and accepts an offer of appointment to a Position in a different Stream and the same Band as their current Position, then from the date of appointment the employee will receive the Ordinary Rate of Pay applicable to the new Position at their current Level.

17. Appointment to a Lower Band

- 17.1. Where an employee applies for and accepts an offer of appointment to a Position of a lower Band than their current Position, then from the date of appointment the employee will receive the Ordinary Rate of Pay applicable to the new Position. This will usually be Level 1 however, in exceptional circumstances, this may be a higher Level. What constitutes "exceptional circumstances" will be determined by Ausgrid on a case by case basis.

18. Transition to the CCR Framework

- 18.1. This clause outlines the process which applied to Reclassified Employees who transitioned to the CCR Framework.
- 18.2. This clause applies to Reclassified Employees, who do not include:
 - 18.2.1. employees engaged under Apprenticeships, Cadetships or Traineeships;
 - 18.2.2. employees who are covered by Clause 45 (Professionals, Managers and Specialists) of the Ausgrid Enterprise Agreement 2021; and
 - 18.2.3. employees who are covered by Appendix 2 (Contract to EBA Transition) of the Ausgrid Enterprise Agreement 2021
- 18.3. Except for employees who were paid salary maintenance on 30 November 2018 subject to Appendix 5 (Redundancy, Redeployment and Salary Maintenance) of this Agreement, if on the date of transition, a Reclassified Employee's Ordinary Rate of Pay was less than their Previous Rate of Pay under the CCR Framework:
 - 18.3.1. The Reclassified Employee continued to receive their Previous Rate of Pay.
 - 18.3.2. During the life of this Agreement that amount will be adjusted by the applicable increase outlined in Clause 14 of this Agreement; and
 - 18.3.3. Clause 18 of this Appendix will continue to apply to the employee.
- 18.4. If, after transition, due to promotion or progression, a Reclassified Employee's Ordinary Rate of Pay exceeds the Previous Rate of Pay under the CCR Framework:
 - 18.4.1. The employee will receive the Ordinary Rate of Pay;
 - 18.4.2. If the difference between a Reclassified Employee's Ordinary Rate of Pay and the Previous Rate of Pay is less than \$250, the Reclassified Employee will be eligible for a one-off top-up payment of up to \$250. The one-off top-up payment will be calculated as \$250 less the difference between the Reclassified Employee's Ordinary Rate of Pay and the Previous Rate of Pay;
 - 18.4.3. If the difference between a Reclassified Employee's Ordinary Rate of Pay and the Previous Rate of Pay is equal to or greater than \$250, the Reclassified Employee will not be eligible for a one-off top-up payment;
 - 18.4.4. The employee will no longer be considered a Reclassified Employee; and
 - 18.4.5. Clause 18 of this Appendix will no longer apply to the employee.
- 18.5. After transition to the CCR Framework, where a Reclassified Employee applies for and accepts an offer of appointment to a Position in a different Stream and the same Band as their current Position, then from the date of appointment:
 - 18.5.1. If the Ordinary Rate of Pay applicable to the new Position is less than the Reclassified Employee's Previous Rate of Pay, the

- employee will continue to receive their Previous Rate of Pay pursuant to Clause 18.3 of this Appendix.
- 18.5.2. If the Ordinary Rate of Pay applicable to the new Position is equal to or higher than the Reclassified Employee's Previous Rate of Pay, the employee will receive the Ordinary Rate of Pay applicable to the new Position.
- 18.6. After transition to the CCR Framework, where a Reclassified Employee applies for and accepts an offer of appointment to a Position of a lower Band than their current Position, then from the date of appointment:
- 18.6.1. The employee will receive the Ordinary Rate of Pay applicable to the new Position. This will usually be Level 1 however, in exceptional circumstances, this may be a higher Level. What constitutes "exceptional circumstances" will be determined by Ausgrid on a case by case basis.
- 18.6.2. The employee will no longer be considered a Reclassified Employee; and
- 18.6.3. Clause 18 of this Appendix will no longer apply to the employee.

19. Top of Band Recognition Incentive Payment

- 19.1 Employees are eligible for an annual "Top of Band" Recognition Incentive Payment of \$1,500, subject to the following criteria:
- (a) Employees must have been at the highest Level within their respective Band, for the 12 (twelve) month period prior to 30 June;
- (b) Employees must achieve a Performance Rating of "Exceeds Expectation" as an outcome from the annual performance cycle for the period;
- (c) The Chief Executive Officer has determined that the achievement of business metrics has resulted in a Recognition Incentive Payments for eligible employees.
- 19.2 Upon completion of the annual performance cycle process, eligible employees will receive the Recognition Incentive Payment in the next pay period, but not after 1 October;
- 19.3 Any such payment will be subject to taxation and the provisions of clause 17 Superannuation.
- 19.4 Clause 19 does not apply to employees subject to grandparenting or salary maintenance arrangements
- 19.5 For part-time employees or employees on reduced hours who are eligible to for the "Top of Band" Recognition Incentive Payment, the payment will be pro-rated based on their actual hours worked in the performance cycle year

Attachment A to Appendix 4 – Career, Capability and Remuneration pay rates

Power Worker Stream										
Band	Level	From 1 September 2021			From 1 September 2022			From 1 September 2023		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
A1	1	\$65,042	\$1,246.02	\$34.61	\$66,961	\$1,282.78	\$35.63	\$68,970	\$1,321.26	\$36.70
	2	\$66,548	\$1,274.87	\$35.41	\$68,511	\$1,312.47	\$36.46	\$70,566	\$1,351.84	\$37.55
	3	\$68,054	\$1,303.72	\$36.21	\$70,062	\$1,342.18	\$37.28	\$72,164	\$1,382.45	\$38.40
	4	\$69,560	\$1,332.57	\$37.02	\$71,612	\$1,371.88	\$38.11	\$73,760	\$1,413.03	\$39.25
	5	\$71,064	\$1,361.38	\$37.82	\$73,160	\$1,401.53	\$38.93	\$75,355	\$1,443.58	\$40.10
A2	1	\$72,330	\$1,385.63	\$38.49	\$74,464	\$1,426.51	\$39.63	\$76,698	\$1,469.31	\$40.81
	2	\$74,026	\$1,418.12	\$39.39	\$76,210	\$1,459.96	\$40.55	\$78,496	\$1,503.75	\$41.77
	3	\$75,721	\$1,450.59	\$40.29	\$77,955	\$1,493.39	\$41.48	\$80,294	\$1,538.20	\$42.73
	4	\$77,416	\$1,483.07	\$41.20	\$79,700	\$1,526.82	\$42.41	\$82,091	\$1,572.62	\$43.68
	5	\$79,111	\$1,515.54	\$42.10	\$81,445	\$1,560.25	\$43.34	\$83,888	\$1,607.05	\$44.64
B1	1	\$80,548	\$1,543.07	\$42.86	\$82,924	\$1,588.58	\$44.13	\$85,412	\$1,636.25	\$45.45
	2	\$82,053	\$1,571.90	\$43.66	\$84,474	\$1,618.28	\$44.95	\$87,008	\$1,666.82	\$46.30
	3	\$83,559	\$1,600.75	\$44.47	\$86,024	\$1,647.97	\$45.78	\$88,605	\$1,697.41	\$47.15
	4	\$85,065	\$1,629.60	\$45.27	\$87,574	\$1,677.66	\$46.60	\$90,201	\$1,727.99	\$48.00
	5	\$86,570	\$1,658.43	\$46.07	\$89,124	\$1,707.36	\$47.43	\$91,798	\$1,758.58	\$48.85
B2	1	\$88,146	\$1,688.62	\$46.91	\$90,746	\$1,738.43	\$48.29	\$93,468	\$1,790.57	\$49.74
	2	\$89,818	\$1,720.65	\$47.80	\$92,468	\$1,771.42	\$49.21	\$95,242	\$1,824.56	\$50.68
	3	\$91,490	\$1,752.68	\$48.69	\$94,189	\$1,804.39	\$50.12	\$97,015	\$1,858.52	\$51.63
	4	\$93,162	\$1,784.71	\$49.58	\$95,910	\$1,837.36	\$51.04	\$98,787	\$1,892.47	\$52.57
	5	\$94,835	\$1,816.76	\$50.47	\$97,633	\$1,870.36	\$51.95	\$100,562	\$1,926.48	\$53.51
C1	1	\$96,558	\$1,849.77	\$51.38	\$99,406	\$1,904.33	\$52.90	\$102,388	\$1,961.46	\$54.48
	2	\$98,883	\$1,894.31	\$52.62	\$101,800	\$1,950.19	\$54.17	\$104,854	\$2,008.70	\$55.80
	3	\$101,207	\$1,938.83	\$53.86	\$104,193	\$1,996.03	\$55.45	\$107,319	\$2,055.92	\$57.11
	4	\$103,532	\$1,983.37	\$55.09	\$106,586	\$2,041.88	\$56.72	\$109,784	\$2,103.14	\$58.42
	5	\$105,857	\$2,027.91	\$56.33	\$108,980	\$2,087.74	\$57.99	\$112,249	\$2,150.36	\$59.73

Power Worker Stream										
Band	Level	From 1 September 2021			From 1 September 2022			From 1 September 2023		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
C2	1	\$107,835	\$2,065.80	\$57.38	\$111,016	\$2,126.74	\$59.08	\$114,346	\$2,190.54	\$60.85
	2	\$109,373	\$2,095.27	\$58.20	\$112,600	\$2,157.09	\$59.92	\$115,978	\$2,221.80	\$61.72
	3	\$110,911	\$2,124.73	\$59.02	\$114,183	\$2,187.41	\$60.76	\$117,608	\$2,253.03	\$62.58
	4	\$112,449	\$2,154.20	\$59.84	\$115,766	\$2,217.74	\$61.60	\$119,239	\$2,284.27	\$63.45
	5	\$113,987	\$2,183.66	\$60.66	\$117,350	\$2,248.08	\$62.45	\$120,871	\$2,315.54	\$64.32
D1	1	\$116,110	\$2,224.33	\$61.79	\$119,535	\$2,289.94	\$63.61	\$123,121	\$2,358.64	\$65.52
	2	\$118,349	\$2,267.22	\$62.98	\$121,840	\$2,334.10	\$64.84	\$125,495	\$2,404.12	\$66.78
	3	\$120,587	\$2,310.10	\$64.17	\$124,144	\$2,378.24	\$66.06	\$127,868	\$2,449.58	\$68.04
	4	\$122,826	\$2,352.99	\$65.36	\$126,449	\$2,422.39	\$67.29	\$130,242	\$2,495.06	\$69.31
	5	\$125,064	\$2,395.86	\$66.55	\$128,753	\$2,466.53	\$68.51	\$132,616	\$2,540.54	\$70.57
D2	1	\$132,282	\$2,534.14	\$70.39	\$136,184	\$2,608.89	\$72.47	\$140,270	\$2,687.16	\$74.64
	2	\$135,537	\$2,596.49	\$72.12	\$139,535	\$2,673.08	\$74.25	\$143,721	\$2,753.28	\$76.48
	3	\$138,792	\$2,658.85	\$73.86	\$142,886	\$2,737.28	\$76.04	\$147,173	\$2,819.41	\$78.32
	4	\$142,046	\$2,721.19	\$75.59	\$146,236	\$2,801.46	\$77.82	\$150,623	\$2,885.50	\$80.15
	5	\$145,300	\$2,783.52	\$77.32	\$149,586	\$2,865.63	\$79.60	\$154,074	\$2,951.61	\$81.99
D3	1	\$156,664	\$3,001.23	\$83.37	\$161,286	\$3,089.77	\$85.83	\$166,125	\$3,182.47	\$88.40

Note: For shift workers the annual rate of pay (except for District Operators, System Operators and Area Operators) will also include the additional holiday leave loading as detailed in Clause 25.14 of this Agreement.

The above rates of pay incorporate the Ausgrid Allowance. 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.

Engineering Stream										
Band	Level	From 1 September 2021			From 1 September 2022			From 1 September 2023		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
A1	1	\$65,042	\$1,246.02	\$34.61	\$66,961	\$1,282.78	\$35.63	\$68,970	\$1,321.26	\$36.70
	2	\$66,548	\$1,274.87	\$35.41	\$68,511	\$1,312.47	\$36.46	\$70,566	\$1,351.84	\$37.55
	3	\$68,054	\$1,303.72	\$36.21	\$70,062	\$1,342.18	\$37.28	\$72,164	\$1,382.45	\$38.40
	4	\$69,560	\$1,332.57	\$37.02	\$71,612	\$1,371.88	\$38.11	\$73,760	\$1,413.03	\$39.25
	5	\$71,064	\$1,361.38	\$37.82	\$73,160	\$1,401.53	\$38.93	\$75,355	\$1,443.58	\$40.10
A2	1	\$72,330	\$1,385.63	\$38.49	\$74,464	\$1,426.51	\$39.63	\$76,698	\$1,469.31	\$40.81
	2	\$74,026	\$1,418.12	\$39.39	\$76,210	\$1,459.96	\$40.55	\$78,496	\$1,503.75	\$41.77
	3	\$75,721	\$1,450.59	\$40.29	\$77,955	\$1,493.39	\$41.48	\$80,294	\$1,538.20	\$42.73
	4	\$77,416	\$1,483.07	\$41.20	\$79,700	\$1,526.82	\$42.41	\$82,091	\$1,572.62	\$43.68
	5	\$79,111	\$1,515.54	\$42.10	\$81,445	\$1,560.25	\$43.34	\$83,888	\$1,607.05	\$44.64
B1	1	\$80,548	\$1,543.07	\$42.86	\$82,924	\$1,588.58	\$44.13	\$85,412	\$1,636.25	\$45.45
	2	\$82,053	\$1,571.90	\$43.66	\$84,474	\$1,618.28	\$44.95	\$87,008	\$1,666.82	\$46.30
	3	\$83,559	\$1,600.75	\$44.47	\$86,024	\$1,647.97	\$45.78	\$88,605	\$1,697.41	\$47.15
	4	\$85,065	\$1,629.60	\$45.27	\$87,574	\$1,677.66	\$46.60	\$90,201	\$1,727.99	\$48.00
	5	\$86,570	\$1,658.43	\$46.07	\$89,124	\$1,707.36	\$47.43	\$91,798	\$1,758.58	\$48.85
B2	1	\$88,146	\$1,688.62	\$46.91	\$90,746	\$1,738.43	\$48.29	\$93,468	\$1,790.57	\$49.74
	2	\$89,818	\$1,720.65	\$47.80	\$92,468	\$1,771.42	\$49.21	\$95,242	\$1,824.56	\$50.68
	3	\$91,490	\$1,752.68	\$48.69	\$94,189	\$1,804.39	\$50.12	\$97,015	\$1,858.52	\$51.63
	4	\$93,162	\$1,784.71	\$49.58	\$95,910	\$1,837.36	\$51.04	\$98,787	\$1,892.47	\$52.57
	5	\$94,835	\$1,816.76	\$50.47	\$97,633	\$1,870.36	\$51.95	\$100,562	\$1,926.48	\$53.51
C1	1	\$96,558	\$1,849.77	\$51.38	\$99,406	\$1,904.33	\$52.90	\$102,388	\$1,961.46	\$54.48
	2	\$98,883	\$1,894.31	\$52.62	\$101,800	\$1,950.19	\$54.17	\$104,854	\$2,008.70	\$55.80
	3	\$101,207	\$1,938.83	\$53.86	\$104,193	\$1,996.03	\$55.45	\$107,319	\$2,055.92	\$57.11
	4	\$103,532	\$1,983.37	\$55.09	\$106,586	\$2,041.88	\$56.72	\$109,784	\$2,103.14	\$58.42
	5	\$105,857	\$2,027.91	\$56.33	\$108,980	\$2,087.74	\$57.99	\$112,249	\$2,150.36	\$59.73

Engineering Stream										
Band	Level	From 1 September 2021			From 1 September 2022			From 1 September 2023		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
C2	1	\$107,835	\$2,065.80	\$57.38	\$111,016	\$2,126.74	\$59.08	\$114,346	\$2,190.54	\$60.85
	2	\$109,373	\$2,095.27	\$58.20	\$112,600	\$2,157.09	\$59.92	\$115,978	\$2,221.80	\$61.72
	3	\$110,911	\$2,124.73	\$59.02	\$114,183	\$2,187.41	\$60.76	\$117,608	\$2,253.03	\$62.58
	4	\$112,449	\$2,154.20	\$59.84	\$115,766	\$2,217.74	\$61.60	\$119,239	\$2,284.27	\$63.45
	5	\$113,987	\$2,183.66	\$60.66	\$117,350	\$2,248.08	\$62.45	\$120,871	\$2,315.54	\$64.32
D1	1	\$116,110	\$2,224.33	\$61.79	\$119,535	\$2,289.94	\$63.61	\$123,121	\$2,358.64	\$65.52
	2	\$118,349	\$2,267.22	\$62.98	\$121,840	\$2,334.10	\$64.84	\$125,495	\$2,404.12	\$66.78
	3	\$120,587	\$2,310.10	\$64.17	\$124,144	\$2,378.24	\$66.06	\$127,868	\$2,449.58	\$68.04
	4	\$122,826	\$2,352.99	\$65.36	\$126,449	\$2,422.39	\$67.29	\$130,242	\$2,495.06	\$69.31
	5	\$125,064	\$2,395.86	\$66.55	\$128,753	\$2,466.53	\$68.51	\$132,616	\$2,540.54	\$70.57
D2	1	\$127,444	\$2,441.46	\$67.82	\$131,204	\$2,513.49	\$69.82	\$135,140	\$2,588.89	\$71.91
	2	\$133,304	\$2,553.72	\$70.94	\$137,236	\$2,629.04	\$73.03	\$141,353	\$2,707.91	\$75.22
	3	\$139,163	\$2,665.96	\$74.05	\$143,268	\$2,744.60	\$76.24	\$147,566	\$2,826.93	\$78.53
	4	\$145,023	\$2,778.22	\$77.17	\$149,301	\$2,860.17	\$79.45	\$153,780	\$2,945.98	\$81.83
	5	\$150,882	\$2,890.46	\$80.29	\$155,333	\$2,975.73	\$82.66	\$159,993	\$3,065.00	\$85.14

Note: For shift workers the annual rate of pay (except for District Operators, System Operators and Area Operators) will also include the additional holiday leave loading as detailed in Clause 25.14 of this Agreement.

The above rates of pay incorporate the Ausgrid Allowance. 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.

Functional Services Stream										
Band	Level	From 1 September 2021			From 1 September 2022			From 1 September 2023		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
A1	1	\$57,712	\$1,105.59	\$30.71	\$59,415	\$1,138.22	\$31.62	\$61,197	\$1,172.36	\$32.57
	2	\$59,217	\$1,134.43	\$31.51	\$60,964	\$1,167.89	\$32.44	\$62,793	\$1,202.93	\$33.41
	3	\$60,723	\$1,163.28	\$32.31	\$62,514	\$1,197.59	\$33.27	\$64,389	\$1,233.51	\$34.26
	4	\$62,229	\$1,192.13	\$33.11	\$64,065	\$1,227.30	\$34.09	\$65,987	\$1,264.12	\$35.11
	5	\$63,733	\$1,220.94	\$33.91	\$65,613	\$1,256.95	\$34.92	\$67,581	\$1,294.66	\$35.96
A2	1	\$64,998	\$1,245.17	\$34.59	\$66,915	\$1,281.90	\$35.61	\$68,922	\$1,320.34	\$36.68
	2	\$66,694	\$1,277.66	\$35.49	\$68,661	\$1,315.34	\$36.54	\$70,721	\$1,354.81	\$37.63
	3	\$68,389	\$1,310.13	\$36.39	\$70,406	\$1,348.77	\$37.47	\$72,518	\$1,389.23	\$38.59
	4	\$70,084	\$1,342.61	\$37.29	\$72,151	\$1,382.20	\$38.39	\$74,316	\$1,423.68	\$39.55
	5	\$71,779	\$1,375.08	\$38.20	\$73,896	\$1,415.63	\$39.32	\$76,113	\$1,458.10	\$40.50
B1	1	\$73,216	\$1,402.61	\$38.96	\$75,376	\$1,443.98	\$40.11	\$77,637	\$1,487.30	\$41.31
	2	\$74,721	\$1,431.44	\$39.76	\$76,925	\$1,473.66	\$40.93	\$79,233	\$1,517.87	\$42.16
	3	\$76,227	\$1,460.29	\$40.56	\$78,476	\$1,503.37	\$41.76	\$80,830	\$1,548.47	\$43.01
	4	\$77,733	\$1,489.14	\$41.36	\$80,026	\$1,533.07	\$42.59	\$82,427	\$1,579.06	\$43.86
	5	\$79,239	\$1,517.99	\$42.17	\$81,577	\$1,562.78	\$43.41	\$84,024	\$1,609.66	\$44.71
B2	1	\$80,814	\$1,548.16	\$43.00	\$83,198	\$1,593.83	\$44.27	\$85,694	\$1,641.65	\$45.60
	2	\$82,486	\$1,580.19	\$43.89	\$84,919	\$1,626.80	\$45.19	\$87,467	\$1,675.61	\$46.54
	3	\$84,159	\$1,612.24	\$44.78	\$86,642	\$1,659.81	\$46.11	\$89,241	\$1,709.60	\$47.49
	4	\$85,830	\$1,644.25	\$45.67	\$88,362	\$1,692.76	\$47.02	\$91,013	\$1,743.54	\$48.43
	5	\$87,503	\$1,676.30	\$46.56	\$90,084	\$1,725.75	\$47.94	\$92,787	\$1,777.53	\$49.38
C1	1	\$89,226	\$1,709.31	\$47.48	\$91,858	\$1,759.73	\$48.88	\$94,614	\$1,812.53	\$50.35
	2	\$91,066	\$1,744.56	\$48.46	\$93,752	\$1,796.02	\$49.89	\$96,565	\$1,849.90	\$51.39
	3	\$92,907	\$1,779.83	\$49.44	\$95,648	\$1,832.34	\$50.90	\$98,517	\$1,887.30	\$52.42
	4	\$94,746	\$1,815.06	\$50.42	\$97,541	\$1,868.60	\$51.91	\$100,467	\$1,924.66	\$53.46
	5	\$96,586	\$1,850.31	\$51.40	\$99,435	\$1,904.89	\$52.91	\$102,418	\$1,962.03	\$54.50

Functional Services Stream										
Band	Level	From 1 September 2021			From 1 September 2022			From 1 September 2023		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
C2	1	\$98,526	\$1,887.47	\$52.43	\$101,433	\$1,943.16	\$53.98	\$104,476	\$2,001.46	\$55.60
	2	\$100,559	\$1,926.42	\$53.51	\$103,525	\$1,983.24	\$55.09	\$106,631	\$2,042.74	\$56.74
	3	\$102,591	\$1,965.34	\$54.59	\$105,617	\$2,023.31	\$56.20	\$108,786	\$2,084.02	\$57.89
	4	\$104,623	\$2,004.27	\$55.67	\$107,709	\$2,063.39	\$57.32	\$110,940	\$2,125.29	\$59.04
	5	\$106,655	\$2,043.20	\$56.76	\$109,801	\$2,103.47	\$58.43	\$113,095	\$2,166.57	\$60.18
D1	1	\$108,778	\$2,083.87	\$57.89	\$111,987	\$2,145.34	\$59.59	\$115,347	\$2,209.71	\$61.38
	2	\$111,017	\$2,126.76	\$59.08	\$114,292	\$2,189.50	\$60.82	\$117,721	\$2,255.19	\$62.64
	3	\$113,255	\$2,169.64	\$60.27	\$116,596	\$2,233.64	\$62.05	\$120,094	\$2,300.65	\$63.91
	4	\$115,494	\$2,212.53	\$61.46	\$118,901	\$2,277.80	\$63.27	\$122,468	\$2,346.13	\$65.17
	5	\$117,733	\$2,255.42	\$62.65	\$121,206	\$2,321.95	\$64.50	\$124,842	\$2,391.61	\$66.43
D2	1	\$120,113	\$2,301.02	\$63.92	\$123,656	\$2,368.89	\$65.80	\$127,366	\$2,439.96	\$67.78
	2	\$125,973	\$2,413.28	\$67.04	\$129,689	\$2,484.46	\$69.01	\$133,580	\$2,559.00	\$71.08
	3	\$131,831	\$2,525.50	\$70.15	\$135,720	\$2,600.00	\$72.22	\$139,792	\$2,678.01	\$74.39
	4	\$137,691	\$2,637.76	\$73.27	\$141,753	\$2,715.57	\$75.43	\$146,006	\$2,797.05	\$77.70
	5	\$143,550	\$2,750.00	\$76.39	\$147,785	\$2,831.13	\$78.64	\$152,219	\$2,916.07	\$81.00

Note: For shift workers the annual rate of pay (except for District Operators, System Operators and Area Operators) will also include the additional holiday leave loading as detailed in Clause 25.14 of this Agreement.

The above rates of pay incorporate the Ausgrid Allowance. 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.

Attachment B to Appendix 4 – Career, Capability and Remuneration

Qualified Electrical Supervisor & Chartered or Registered Engineer allowance

Date	Annual rate
From 1 September 2021	\$2,148
From 1 September 2022	\$2,212
From 1 September 2023	\$2,278

APPENDIX 5 – REDUNDANCY AND SALARY MAINTENANCE

1. Introduction

- 1.1 Ausgrid is committed to achieving continuous improvement in the performance of its business. From time to time this may include restructuring of Ausgrid or changing how work is performed which may result in redundancy.
- 1.2 Ausgrid will endeavour to offer suitable alternative employment within the business to an employee prior to making a position/role redundant. Natural attrition, appointment to alternative positions and voluntary redundancies will be the preferred method by which a surplus number of employees is reduced. However, where these preferred methods are in Ausgrid's opinion not suitable or possible in achieving the required employee reduction involuntary redundancies may be implemented from 1 July 2020, subject to the provisions in this Appendix 5.

Where multiples of the same position within a structure are found to be redundant, Ausgrid will undertake a selection process to determine those employees that remain with Ausgrid. The first selection method utilised will be those from that position or group who have sought voluntary redundancy. The further selection process will be subject to consultation and will include an assessment of the skills required by Ausgrid and the employees performance.

- 1.3 All previous policies or agreements dealing with redeployment, redundancy or salary maintenance, including the *Ausgrid Redundancy and Redeployment Policy* dated 17 May 2013 and the *Memorandum of Understanding – Salary Maintenance* dated 11 April 1997, are rescinded and no longer apply to Ausgrid and its employees.

1.3.1 This will not remove an employees' existing salary maintenance arrangements from continuing to apply under this Agreement.

- 1.4 Nothing in this Appendix 5 will prevent Ausgrid from terminating the employment of an employee as a result of performance, behaviour or other conduct that warrants dismissal, including a failure to genuinely participate in any position appointment, training or placement process, or on the basis that the employee is not fit to perform the inherent requirements of their substantive position.

- 1.5 This Appendix 5 does not apply to:

- temporary, short term, fixed term or casual employees;
- apprentices, vocational traineeships or cadets; or
- labour hire / agency hire workers.

2. Definitions

The following definitions apply for the purposes of this Appendix 5:

- 2.1 **"Excess Employee"** is an employee who has received notice from Ausgrid that their position is redundant and that they are an Excess Employee for the purposes of this Appendix 5.
- 2.3 **"FTE"** means the full time equivalent number of employees. For clarity in Appendix 5, FTEs do not include:
those excluded by subclause 1.5 of Appendix 5; and
those whose employment is not covered by this Agreement. ~~and~~
- 2.4 **"Notice Of Termination"** means the notice periods defined in subclause 33.1 of this Agreement.
- 2.5 **"Notification Date"** means the date on which an employee is notified by Ausgrid that they are an Excess Employee after the approval of the Enterprise Agreement.
- 2.6 **"Relevant Weekly Rate of Pay"** means the Excess Employee's rate of pay (see Appendix 1, Ausgrid Rates of Pay or Appendix 4) including any applicable all-purpose work-related allowances payable for a normal week's ordinary hours of work as at the Notification Date.

If an Excess Employee has worked part-time hours at any time in their career, their normal week's ordinary hours will be either an average of hours worked by the Excess Employee over the course of their employment or their ordinary hours as at the Notification Date, whichever is greater.

Ausgrid will ensure that an Excess Employee's redundancy payment is not less than that payable under the Act.

- 2.7 **"Redundancy"/"Redundant"** means termination of employment as a result of any employee's position/role no longer being required by Ausgrid and the employee being unable to be appointed to an alternate position. Redundancy may result from an employee accepting a voluntary redundancy offer or due to being made involuntarily redundant.
- 2.8 **"Redundancy Calculation"**

Redundancy payments will be paid at the Excess Employee's Relevant Weekly Rate of Pay (the total of which is uncapped).

The following outlines applicable redundancy payments:

- 2.8.1 Applicable Notice of Termination or payment in lieu of Notice Of Termination in accordance with clause 3.1; plus an additional notice payment in accordance with the following table:

If the employee has less than one year's service	Two weeks' pay
If the employee has one year and less than two years continuous service	Four weeks' pay
If the employee has two years and less than three years continuous service	Six weeks' pay
If the employee has three years or more continuous service	Eight weeks' pay

2.8.2 severance pay of 3 weeks' pay per completed year of continuous service; plus

2.8.3 applicable accrued but untaken leave entitlements; plus

2.8.4 For employees who have not completed an outplacement program, a \$2,000 gross allowance for outplacement training .

2.9 **“Voluntary Redundancy”** means termination of employment as a result of an employee's position/role no longer being required by Ausgrid, the employee being unable to be appointed to an alternate position and that employee accepting a Voluntary Redundancy Offer. Payment will be made in accordance with clause 2.8 of this Appendix.

2.10 **“Involuntary Redundancy”/ “Involuntarily Redundant”** means termination of employment as a result of an employee's position/role no longer being required by Ausgrid, the employee being unable to be appointed to an alternate position and that employee not accepting a Voluntary Redundancy Offer. Payment will be made in accordance with clause 2.8 of this Appendix.

2.11 **“Weeks” or “Weeks’ Pay”** in relation to the calculation of any redundancy payment means the Relevant Weekly Rate of Pay.

3. Requirements of an Excess Employee

3.1 Where an Excess Employee has been issued a Redundancy Offer in accordance with clause 2.7 of Appendix 5, the Excess Employee will:

3.1.1 remain an employee of Ausgrid and may be required to perform work as reasonably directed by Ausgrid in another suitable position or role, within reasonable distance of the employee's previous work location or residence and to undertake career transition services as determined and paid for by Ausgrid;

3.1.2 continue to be paid at their Relevant Weekly Rate of Pay;

- 3.1.3 apply for appointment to an alternative permanent available position within Ausgrid;
- 3.1.4 remain bound by this Agreement and their general legal obligations;

4. Redundancy Process from commencement of this Agreement

Until such time as this Agreement is varied, terminated or replaced, the following shall apply:

- 4.1 There shall be no limit on the number of voluntary redundancies.
- 4.2 From 1 September 2021 until 31 August 2023 there will be no terminations of employment of excess employees due to involuntary redundancy
- 4.3 From 1 September 2023 Ausgrid has the right to terminate the employment of up to 100 FTE excess employees in any 12 month period due to involuntary redundancy
- 4.4 An employee may submit a confidential expression of interest (EOI) for voluntary redundancy at any time. An EOI for voluntary redundancy is a registration of interest only, and does not obligate Ausgrid to offer a voluntary redundancy.

5. Salary Maintenance

- 5.1 If an Excess Employee is appointed or is directed into a permanent position/role that is at a lower Band and level or salary than their previous position, their status of Excess Employee will cease, however they will be entitled to salary maintenance at their previous position's / roles' salary at their Relevant Weekly Rate of Pay. The Relevant Weekly Rate of Pay will be increased in accordance with clause 14.1.