

Appendix 3.9: Evoenergy Enterprise Agreement 2023–26

Access Arrangement Information

ACT and Queanbeyan-Palerang gas network 2026–31

Submission to the Australian Energy Regulator



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Icon Distribution Investments Limited and Jemena Networks (ACT) Pty Ltd T/A Evoenergy
(AG2023/4540)

EVOENERGY ENTERPRISE AGREEMENT 2023

Electrical power industry

DEPUTY PRESIDENT DEAN

CANBERRA, 30 NOVEMBER 2023

Application for approval of the Evoenergy Enterprise Agreement 2023.

[1] An application has been made for approval of an enterprise agreement known as the *Evoenergy Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Icon Distribution Investments Limited and Jemena Networks (ACT) Pty Ltd T/A Evoenergy (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Association of Professional Engineers, Scientists and Managers, Australia, the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, CPSU, the Community and Public Sector Union, the Construction, Forestry, Maritime, Mining and Energy Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 December 2023. The nominal expiry date of the Agreement is 24 November 2026.



DEPUTY PRESIDENT

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Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/4540

Applicant: Icon Distribution Investments Limited and Jemena Networks (ACT) Pty Ltd T/A Evoenergy

Section 185 – Application for approval of the Evoenergy Enterprise Agreement 2023

Undertaking – Section 190

I, Tania Hutchison, General Manager People and Legal (Transition), have the authority given to me by Icon Distribution Investments Limited and Jemena Networks (ACT) Pty Ltd T/A Evoenergy to give the following undertakings with respect to the Evoenergy Enterprise Agreement ("the Agreement"):

1. **Parental Leave – Extension:** Under Clause 59 of the Agreement an employee may request an extension of unpaid parental leave for a further period of up to 12 months following the end of a period of parental leave, as provided by s.76 FW Act.
2. **Compassionate Leave:** Under Clause 54 of the Agreement employees will have an entitlement to compassionate leave in circumstances of stillbirth or miscarriage, consistent with s.104 FW Act.
3. **Notice of Termination:** Clause 75.2 of the Agreement will not apply where it is inconsistent with an employee's entitlement to payment of NES entitlements upon termination of employment.
4. **Abandonment of Employment:** Where an employee is deemed to have abandoned their employment in accordance with Clause 61.2 of the Agreement, Evoenergy will provide the employee with the minimum notice period, consistent with s.117 of the FW Act.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature



Date: 29 November 2023

OFFICIAL

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Evoenergy Enterprise Agreement 2023

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A. AIMS AND PURPOSES

The parties covered by this Agreement:

- (a) agree that Evoenergy must strive to achieve international standards of excellence and best practice in order to be a viable and competitive enterprise in a highly competitive market;
- (b) intend to continuously improve the performance of Evoenergy and its employees, through promoting an environment of innovation, teamwork and employee involvement and ensuring that corporate policies and procedures are reviewed as required.

This will maximise the ability of Evoenergy to win tenders for new work, gain new customers and retain existing customers. This will also allow provision of increased benefits to Evoenergy employees.

B. TITLE AND DEFINITIONS

1. Title

- 1.4. This Agreement will be known as the *Evoenergy Enterprise Agreement 2023*.

2. Interpretation and Definitions

- 2.1. Unless otherwise specified, a reference to legislation is to that legislation as amended, re-enacted or replaced from time to time and includes subordinate legislation.

- 2.2. In this Agreement, the terms below have the following meanings:

All Purpose Allowance means an allowance that counts as salary for all purposes (e.g. overtime, personal leave, annual leave, long service leave, superannuation and redundancy payments) unless this Agreement expressly provides otherwise.

Branch refers to an administrative and functional work unit within a division.

Competencies are clear statements of what is required of a person in a particular function, which are demonstrable and assessable, and **Competency** has the same meaning.

Complying Superannuation Fund refers to a superannuation fund that complies with the provisions of the Superannuation Industry (Supervision) Act 1993 and any successor legislation.

Consultation means more than a mere exchange of information. For consultation to be effective the participants must be contributing to the decision-making process not only in appearance but in fact.

Contractor means an individual or company that performs work for Evoenergy under a contract of service with Evoenergy, not under a contract of employment. The term does not refer to Icon Water, AGL, Jemena and their employees.

Day Worker means an employee whose ordinary span of hours are worked between Monday and Friday inclusive.

Electrical Worker means any employee working under the competency framework as described at clause 3 of Schedule A of this agreement.

Employee means a person who is employed by ActewAGL Distribution or Icon Water in a classification at Schedule B and working within the Evoenergy business unit (reporting through to the General Manager, Evoenergy).

Icon Water Seconded means an employee of Icon Water Limited (**Icon Water**), formerly ACTEW Corporation Limited, who has been seconded to ActewAGL to perform work for either ActewAGL Retail, ABN 46 221 314 841 (a partnership of AGL ACT Retail Investments Pty Ltd and Icon Retail Investments Limited) or ActewAGL Distribution, ABN 76 670 568 688 (a partnership of Jemena Networks (ACT) Pty Ltd and Icon Distribution Investments Limited).

New Work Arrangements refers to arrangements such as proposed rosters, hours of work, duties and roles that are not explicitly provided for in this agreement.

Performance Criteria specify the required level of performance expected in the workplace and/or in the demonstration of a Competency.

Redundancy is a situation where the work (or the major proportion of the work) being done by an employee is not required to be done by anyone as a result of re-location, re-organisation, changed business practice, technological change, downturn in business or adverse economic conditions.

Recognition of Current Competency is the process of reassessment to determine whether a competency is still held by an individual/ group. This may occur due to technological changes, or time elapsed since competency used or awarded.

Retrenchment is termination of employment that results from a position or positions becoming redundant.

Section refers to a work unit within a Branch that deals with a discrete function of a Branch when the Branch has more than one function.

Shift Worker means an employee who works a roster cycle which is outside the normal span of hours which requires employees to rotate or alternate in working the shifts.

Workplace Change refers to significant changes identified by either party to the way work is done and includes changes to corporate procedures, work processes and practices and the introduction of new equipment or technology.

C. PARTIES BOUND

3. Coverage

- 3.1. This Agreement is made as an enterprise agreement under Part 2-4 of the Fair Work Act 2009 and covers:
- (a) ActewAGL Distribution, ABN 76 670 568 688, a partnership of Jemena Networks (ACT) Pty Ltd and Icon Distribution Investments Limited.
 - (b) Icon Water Limited ABN 86 069 381 960;
 - (c) Subject to clause 3.2 below, all ActewAGL Distribution employees and Icon Water Secondees who are employed in the classifications at Schedule B and working within the Evoenergy business unit (reporting through to the General Manager, Evoenergy) (**employees**); and
- 3.2. This Agreement does not cover:
- (a) any employee who became party to a Management Service Agreement on or before 31 December 2012; or
 - (b) any employee who earns a base salary exceeding the base salary identified for the Top of Zone B of Level 6 in Schedule B – Part 2; or
 - (c) any employee covered by the *ActewAGL Retail and Corporate Enterprise Agreement 2023*

D. APPLICATION

4. Interaction with Schedules

- 4.1. If there is any inconsistency between the express terms of this Agreement and a Schedule to this Agreement, the Schedule will prevail to the extent of any inconsistency.

5. Interaction with Award

- 5.1. This Agreement operates to the exclusion of all other Awards, Enterprise Agreements and Collective Agreements (whether certified or not) in respect of the employees covered by this Agreement.

6. Interaction with the National Employment Standards

- 6.1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. Duration

- 7.1. This Agreement will come into operation seven days after it is approved by the Fair Work Commission (FWC).
- 7.2. This Agreement will nominally expire on 24 November 2026.
- 7.3. The persons covered by this Agreement will commence negotiations for a replacement agreement six months prior to the nominal expiry date of this Agreement.

8. Agreement to be Comprehensive

- 8.1. Subject to the terms of this Agreement, this Agreement exhaustively states the terms and conditions of employment of the employees covered by this Agreement.
- 8.2. During the period starting on the date this Agreement starts operating and ending on the nominal expiry date, no further claims may be pursued in respect of the terms and conditions of employment by a person or organisation covered by this Agreement, except where such claims are consistent with the terms of this Agreement.

9. Policies and Corporate Procedures

- 9.1. ActewAGL and Evoenergy policies and corporate procedures are not incorporated into, and do not form part of, this Agreement. Employees should make themselves familiar with the policies and corporate procedures which may be varied from time to time, and they will apply in the form they are in as at the time of any relevant action or decision. For assistance and guidance, particular policies and corporate procedures are identified in the relevant clause. Any disputes in relation to the policies and procedures named in this agreement will be handled by the dispute resolution procedure (clause 83 of this agreement). If there is any inconsistency between a policy or corporate procedure and the express terms of this Agreement, the express terms of this Agreement will prevail.
- 9.2. Employees and their unions will be consulted when changes are contemplated to corporate procedures and policies that affect employees in their employment.

10. Anti-discrimination

- 10.1. Evoenergy is committed to anti-discrimination in all its programs, services and work practices. Evoenergy is an equal opportunity employer and is consciously and proactively inclusive of all areas of diversity including, but not limited to: age, race, gender, pregnancy, breastfeeding, sexual orientation, status as a parent or carer, disability, relationship status, spent convictions, religious or political conviction, and membership or non-membership of an association of employers or employees.

11. Enterprise Agreement Implementation (Consultation Provisions)

- 11.1. The Single Bargaining Unit (SBU), comprising seven representatives of Evoenergy and seven representatives of the organisations covered by this Agreement, will:
- (a) Oversee the implementation of this Agreement and assist Evoenergy to resolve related issues (including disputes in relation to the implementation of this Agreement); and
 - (b) Receive reports on Agreement-related matters.
- 11.2. People and Legal will provide a secretarial service for the SBU.
- 11.3. The SBU will meet as requested by Evoenergy or any of the organisations covered by this Agreement.
- 11.4. Where Evoenergy-wide issues cannot be resolved by this Committee, they should be escalated to Stage 5 of the dispute resolution procedure set out in clause 83 of this Agreement.
- 11.5. Issues in Groups will be resolved as they arise within each Group by the appropriate employees including the relevant unions. If requested by either party, a People and Legal representative will attend Group meetings. If the matter is not resolved the parties will have recourse to the dispute resolution provisions at clause 83.

12. Consultation

Organisational Restructures

- 12.1. Employee and union representatives will be advised that management is planning a restructure and will be given a copy of the resume of any consultant involved in the restructure prior to their engagement and have the opportunity to comment on the engagement of the consultant and the terms of reference of the restructure. The General Manager People and Legal and the General Manager will have the responsibility to ensure that unions and employees are advised of the circumstances of a restructure.
- 12.2. Management will then develop proposals governing, for example, numbers and classifications of employees, structures, selection criteria, duties, and selection processes where appropriate and consider any input from employee representatives when developing the proposals. Management then shall consult on these issues with the relevant parties who have coverage under this Agreement.
- 12.3. Employees may invite employee representatives to any consultation on restructuring.
- 12.4. After taking into account issues raised by employee and employee representatives, management has the accountability to make the decision and implement the restructure/change needed.

Major workplace changes

- 12.5. Evoenergy will consult with employees and organisations covered by this Agreement on major workplace changes that are likely to have a significant effect on employees covered by this Agreement.
- 12.6. Consultation regarding redundancy is addressed in clause 78 of this Agreement.
- 12.7. If an employee(s) appoints a representative for the purposes of this consultation, and the employee(s) advises Evoenergy of the identity of the representative, Evoenergy must recognise the representative.
- 12.8. Every effort will be made to ensure the consultation period takes no longer than four weeks.
- 12.9. Management will take all reasonable steps to ensure that any disadvantage due to the change to any employee is minimised before implementing the change.

Changes to ordinary hours of work

- 12.10. Evoenergy will consult employees to whom this Agreement applies about changes to regular roster or ordinary hours of work. For the purposes of this consultation, Evoenergy will:
 - (a) provide information to employees about the change;
 - (b) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (c) consider any views given by the employees about the impact of the change.
- 12.11. If an employee(s) appoints a representative for the purposes of this consultation, and the employee(s) advises Evoenergy of the identity of the representative, Evoenergy must recognise the representative.

E. SUPPORT FOR VICTIMS OF FAMILY AND DOMESTIC VIOLENCE

13. Entitlement to paid leave

13.1. An employee is entitled to twenty days' paid family and domestic violence leave in a 12 month period, credited in accordance with applicable legislation and Evoenergy policy.

13.2. An employee may take paid family and domestic violence leave if:

- (a) the employee is experiencing family and domestic violence;
- (b) the employee needs to do something to deal with the impact of the family and domestic violence; and
- (c) it is impractical for the employee to do that thing outside the employee's work hours.

Examples of actions, by an employee who is experiencing family and domestic violence, that are covered by (a) include attending court proceedings, appointments with medical, finance or legal professionals, accessing police services, attending counselling and making arrangements for the safety of the employee or a close relative (including relocation).

13.3. Family and domestic violence means violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee, that:

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

13.4. A close relative of the employee is a person who:

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

13.5. Evoenergy will record instances of family and domestic violence leave as Paid Special Leave - Other in Evoenergy's Human Resources Information Management System to ensure confidentiality.

For full details refer to PO0109 "**Domestic Violence Workplace Policy Statement**".

F. EMPLOYMENT OPTIONS

Employees covered by this Agreement may be employed on a full time, part time, temporary, fixed term or casual basis. Evoenergy will not change any employee's "type of employment" without negotiation and agreement between the employee and/or parties to this Agreement.

14. Day workers

14.1. Day workers are full time employees who work:

- (a) Standard hours (36.75) hours per week, or
- (b) 36 hours per week – for employees classified as:

Electrical Workers (see Schedule A);

On any day or all days of the week, Monday to Friday inclusive.

14.2. Employees working a nine day fortnight as per clause 14.1(b) shall work eight hours (8.00) per day and take one rostered day off per fortnight on a day agreed by employees and local management.

14.3. Other (administrative/professional) employees shall work seven hours 21 minutes (7.21) per day and may work flexible working hours agreed by the parties to this Agreement.

15. Shift workers

15.1. Shift workers are employees who work:

- (a) An average of 36.75 hours per week over a rostered shift cycle, or
- (b) An average of 36 hours per week over a rostered shift cycle – if they are:

Electrical Workers who are engaged by Evoenergy as shift workers (see Schedule A)

16. Shift penalties

16.1. For the purposes of this clause:

- (a) Afternoon Shift means any shift finishing after 6.00pm and at or before midnight
- (b) Night Shift means any shift starting at midnight and at or before 8.00am

16.2. Shift workers will be paid the following penalties for shifts worked:

- (a) Afternoon shift – an additional 15% of the standard rate of pay.
- (b) Night shift – an additional 15% of the standard rate of pay.
- (c) Saturday shift – an additional 50% of the standard rate of pay.
- (d) Sunday shift – an additional 100% of the standard rate of pay.
- (e) Shift falling on a public holiday – an additional 150% of the standard rate of pay.
- (f) Continuous rostered afternoon or night shift extending over a period of four consecutive weeks – an additional 25% of the standard rate of pay.

- (g) For 12 hour shift rosters an additional 15% of the standard rate of pay will be applied to any shift that has a start or finish time outside the standard hours of work as described at clause 41.1.

- 16.3. A minimum of four weeks' notice will be given to an employee/work group prior to any variation to shift arrangements.
- 16.4. A minimum of one weeks' notice will be given to an employee prior to any change in their shift roster.

17. Permanent part-time employees

- 17.1. An employee may be employed to work on a part-time basis for a constant number of hours per week, less than full time hours worked by a day worker, as agreed in writing with Evoenergy at the commencement of their employment, or as varied from time to time by agreement between the employee and Evoenergy.
- 17.2. A part-time employee will be paid at the standard rate per hour for their classification for the position in which they are employed.
- 17.3. Except where otherwise provided by applicable legislation, a part-time employee will be entitled to all entitlements provided for in this Agreement on a pro-rata basis based on the proportion of the number of hours worked per week (as agreed in accordance with clause 17.1) when compared to full-time day worker hours.
- 17.4. An employee may apply to work part-time (on a temporary or permanent basis) to meet parental responsibilities or as part of an agreed flexible work arrangement. An employee may apply to work part-time where this is necessary or desirable because of their pregnancy.
- 17.5. For the purpose of graduated retirement the standard hours of work may be worked on a part-time basis and these hours may be reduced progressively by agreement subject to the requirement that such employees in transition to retirement will perform mentoring duties that focus on transferring knowledge and skills to less experienced staff. If an employee's hours are reduced under this clause, the employee's salary will be reduced pro-rata to reflect their reduced standard hours of work.

18. Casual employment

- 18.1. A casual employee is one engaged and paid on an hourly basis.
- 18.2. A casual employee's employment contract will specify that the basis of employment of the employee during the period of the contract will be as a casual employee. The maximum period for such an employment contract will be 12 months. However, each day (or part-day) worked by a casual employee will constitute a separate engagement.
- 18.3. A casual employee will be paid at the standard rate per hour for the classification / position in which they are employed, plus a casual loading of 25%. The casual loading applies in lieu of any paid leave, leave loadings, payment for public holidays on which they do not work, salary increments, notice of termination and redundancy.
- 18.4. A casual employee will be engaged for a minimum period of three hours on each day the casual employee is engaged to perform work.
- 18.5. Casual employment may be terminated at any time during the period of employment with one day's notice.

19. Temporary employment

19.1. A temporary employee is one engaged for a period of no more than twelve months.

19.2. A temporary employee will:

- (a) be paid at the standard rate for the position in which they are employed;
- (b) be entitled to all provisions of this Agreement on a pro-rata basis (except where otherwise provided by applicable legislation); and
- (c) not be appointed without the appropriate recruitment procedures applying.

19.3. The use of temporary employment will be utilised wherever possible prior to the consideration of the use of contractors.

20. Fixed term employment

20.1. Evoenergy may employ a person for a fixed period and/or to undertake a specific task.

20.2. The duration of the period of fixed term employment will be between one year and a maximum of two years.

20.3. Examples of such tasks include commissioning new plant or the rebuilding of existing plant, transferring skill and knowledge to permanent employees to overcome a skill shortage, covering temporary vacancies for permanent employees who are on secondment or leave, performing a task that is required by a client under a finite contract for service such as air monitoring at a mine site, or a short term project.

20.4. The relevant union will be consulted regarding the circumstances of each appointment to a fixed term position at a classification below the top of Zone A in Band 4 in the single salary spine structure (refer to the Single Salary Spine Procedure).

21. Probation

21.1. Probation will provide a supportive process and provide an opportunity for a period of continuing employment. Probation offers a period of mutual evaluation, by either part, and a period of support for the individual, during which decisions about continuing employment can be made.

21.2. New employees will be appointed on a period of probation of three months.

21.3. Evoenergy may waive the probationary period in writing and must notify the employee of the waiver.

21.4. This clause is not intended to affect any 'minimum employment period' within the meaning of that phrase set out in section 383 of the Fair Work Act 2009.

21.5. Evoenergy will endeavour to carry out a performance review no later than eight weeks after the commencement of probation. At the completion of the probation period:

- (a) Evoenergy may offer the employee continuing employment (or, for fixed term employees, employment for the duration of the employee's employment term);
- (b) Evoenergy may terminate the employee's employment by providing a minimum of one week's notice or payment in lieu of notice; or

- (c) The employee may resign by providing one week's notice.

22. Recruitment and Selection

- 22.1. Evoenergy will apply merit selection principles in accordance with its Corporate Procedure "Recruitment and Selection" when conducting recruitment and selection.

23. Contractors

- 23.1. No employee will be made redundant through the use of contractors.
- 23.2. Evoenergy will consult with employees and the relevant union(s) regarding the use of contractors in the following circumstances:
- a) Where specific expertise, not available in Evoenergy's workforce, is required. Where recurring work requires such expertise, Evoenergy will make efforts to obtain this expertise by training and/or reorganising its existing workforce. Evoenergy will keep the relevant union(s) informed about such training and reorganisation; and
 - b) Peak workloads cannot be met by Evoenergy's workforce using reasonable overtime.
- 23.3. Evoenergy will meet with the Combined Unions on a quarterly basis and provide them with a list of Contractors it is using and the reason(s) why these contractors have been engaged.
- 23.4. Evoenergy will ensure that contractors engaged by it have in place employee relations practices and policies which promote harmonious employee relations and minimise the risk of industrial disputes.
- 23.5. Every effort will be made by the parties to ensure the consultation period is completed within four weeks of the date that the company provides the unions with written notification of the proposal to use contractors.
- 23.6. If after engagement of a contractor a party to this Agreement provides sufficient evidence that a contractor is not providing its employees with correct statutory entitlements, Evoenergy 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, Evoenergy will take appropriate action.

24. Contract of employment

- 24.1. It is a condition of employment that all employees will as required by Evoenergy, carry out duties within the limits of their skill, competence and training.
- 24.2. An employee not attending for duty shall, except as provided by leave provision in this Agreement, lose their pay for the actual time of that non-attendance.

25. Individual Flexibility

- 25.1. Evoenergy may make an individual flexibility arrangement with an individual employee covered by this Agreement (Individual Arrangement) about the following matters which varies the effect of the terms of this Agreement concerning the following matters:
- a) Taking accumulated RDOs; or
 - b) Salary Sacrifice.
- 25.2. An Individual Arrangement must be genuinely agreed to by Evoenergy and the employee.

25.3. Evoenergy must ensure that an Individual Arrangement:

- (a) is only about matters that would be permitted matters if the Individual Arrangement were an enterprise agreement;
- (b) does not include a term that would be an unlawful term if the Individual Arrangement were an enterprise agreement; and
- (c) results in the employee being better off overall than the employee would have been if no Individual Arrangement were agreed to.

25.4. Evoenergy must ensure that an Individual Arrangement:

- (a) is in writing;
- (b) includes Evoenergy's name and the name of the employee;
- (c) is signed by Evoenergy and the employee (and, where the employee is less than 18 years old, by the employee's parent/guardian);
- (d) sets out each term of this Agreement that Evoenergy and the employee have agreed to vary the effect of (including terms that have been supplemented);
- (e) details how the effect of each term has been varied;
- (f) includes details of how the employee will be better off overall in relation to the terms and conditions of their employment as a result of entering into the Individual Arrangement; and
- (g) Specifies the day on which the Individual Arrangement commences.

25.5. Evoenergy must ensure that it provides the employee with a copy of the Individual Arrangement within 14 days of it being agreed.

25.6. An Individual Arrangement may be terminated:

- (a) by Evoenergy or the employee giving the other party 28 days written notice of termination; or
- (b) At any time, by written agreement between Evoenergy and the employee.

G. REMUNERATION

26. Payment of Salary

- 26.1. Employees will be paid fortnightly in arrears, by electronic funds transfer (EFT) into an Australian financial institution account of the employee's choice.
- 26.2. Annual salary and allowances are converted to fortnightly amounts by using the following formula:

$$\text{Fortnightly amount} = \text{annual amount} \times (12 \div 313)$$

27. Salary Increases

- 27.1. Employees will receive three salary increases over the life of this Agreement as follows:
- (a) an increase of salary of 4.5% on 1 July 2023, to be paid from the first pay period after the commencement of the agreement;
 - (b) an increase of salary of 3.5% on 1 July 2024 to be paid from the first pay period on or after 1 July 2024; and
 - (c) an increase of salary of 3% on 1 July 2025 to be paid from the first pay period on or after 1 July 2025.

28. Recovery of Overpayment

- 28.1. A debt owed by an employee to Evoenergy in relation to the employee's employment, including because the employee has:
- (a) received an overpayment of salary, allowances or other remuneration (including a severance benefit); or
 - (b) incurred an expense outside of entitlement,
- will be repaid by the employee in fortnightly instalments. Each instalment will be an amount equivalent to 2 hours pay at the employee's standard hourly rate or any greater amount agreed to by the employee.
- 28.2. The employee will have the option of repaying the debt over a shorter period if they wish. The employee will be informed of any overpayment and agreement will be reached with the employee, before Evoenergy starts making any deductions from the employee's salary in order to recover the debt.
- 28.3. If the employee leaves Evoenergy:
- (a) before the debt is repaid in full; or
 - (b) with a negative leave balance,
- the amount owed to Evoenergy will be deducted from the employee's final pay.
- 28.4. The employee may initiate the disputes resolution procedure if they believe they have been inappropriately dealt with in recovery of an overpayment. Recovery of overpayment will not commence until after any dispute is settled.

29. Underpayment

- 29.1. Any underpayment of remuneration shall be made in the next possible pay period after the mistake has been identified. In the event that an employee suffers financial hardship as a result of the underpayment, provided the employee has met all requirements with regards to payroll processing timeframes, the underpayment will be rectified immediately including any penalties incurred as a direct result of the underpayment.

30. Payment for training outside of normal working hours

- 30.1. Employees who are required by Evoenergy to attend training outside their normal working hours may elect to:
- (a) be paid at the applicable penalty rate(s) for the hours spent attending training, or
 - (b) paid leave in lieu of payment.

31. Salary structure

- 31.1. The salary structure provided for in this Agreement applies differently to each of the following groups of employees:
- a) employees working under competency-based pay arrangements (**Category A**); and
 - b) employees under the Single Salary Spine structure (**Category B**).

Category A

- 31.2. Employees in this category will remain on the salary structure set out in Part 1 of Schedule B – Rates of pay until:
- (a) they reach the top pay point for their classification set out in that Part; or
 - (b) any of the other events specified in the Single Salary Spine Procedure occurs,
at which time they may choose to transition to the Single Salary Spine set out in Part 2 of Schedule B.
- 31.3. The salary of an employee in this category will increase:
- (a) in accordance with the annual increases provided for in clause 27.1; and
 - (b) through the acquisition of competencies.

Category B

- 31.4. Employees in Category B work under the Single Salary Spine structure set out in Part 2 of Schedule B – Rates of pay.
- 31.5. The salary of an employee in this category will increase in accordance with the annual increases provided for in clause 27.1.

Bonuses

Category B employees

- 31.6. A category B employee will be paid a bonus at the end of the financial year if:
- (a) Evoenergy determines that the employee met the requirements of their position description during the financial year;
 - (b) Evoenergy determines that the employee met the targets specified in their PPDP;
 - (c) the employee's base salary is at or above the midpoint of their respective Single Salary Spine band as shown at Schedule B Part 2;
 - (d) the employee has not elected to achieve agreed stretch targets as per outlined at clause 32.10; and
 - (e) the employee achieves a rating of 3, 4 or 5 under their PPDP.
- 31.7. If an employee satisfies the requirements set out in clause 31.6 the bonus amount will be:
- (a) if the employee achieved a PPDP rating of 3 - \$500;
 - (b) if the employee achieved a PPDP rating of 4 - \$1,250; or
 - (c) if the employee achieved a PPDP rating of 5 - \$2,000.
- 31.8. Employees in the Single Salary Spine whose base salary is below the midpoint of the respective band will be subject to increases as per clause 32.7 and will not be eligible for the bonus outlined within clause 31.7.
- 31.9. Further information about bonuses and salary progression can be found in the Single Salary Spine Procedure.

32. Salary Progression

Employees working under competency-based pay arrangements (Category A)

- 32.1. For employees working under competency-based pay arrangements, each classification level is linked to the attainment of particular competencies.
- 32.2. An employee will be classified based on an assessment of their competency level.
- 32.3. An employee will not be promoted to a higher classification until they have demonstrated to Evoenergy's satisfaction that they meet the full requirements of the higher skill level and have obtained the level of competency required.
- 32.4. The training required in order to qualify for particular competencies will be determined in accordance with Evoenergy's competency framework.
- 32.5. If an employee is promoted in accordance with clause 32.3, the pay increase will be effective from the date on which the required competency is achieved by the employee and becomes available for use. If the assessment time from when claim to be assessed has been submitted exceeds one month, and the competency is subsequently achieved, the effective date of pay advancement will be set at the first pay day one month after the initial submission of the successful claim.

Employees working under the Single Salary Spine structure (Category B)

- 32.6. Upon commencement of employment, employees classified within the Single Salary Spine structure in Schedule B Part 2 of this Agreement will have their roles evaluated using the Mercer Cullen Egan Dell Job evaluation methodology. In conducting this evaluation, reference will be made to the work level descriptors contained in Schedule D of this Agreement.
- 32.7. In addition to the increases specified at clause 27.1, an employee with a base salary below the midpoint of their respective band can progress towards the midpoint by an additional annual percentage increase based on performance. This increase is based on the annual performance assessment using the existing PPDP process and is administered as follows:
- (a) an increase of salary of 1% if the employee achieved a PPDP rating of 3;
 - (b) an increase of salary of 1.5% if the employee achieved a PPDP rating of 4; or
 - (c) an increase of salary of 2% if the employee achieved a PPDP rating of 5.
- 32.8. In order to receive an additional percentage increase in accordance with clause 32.7 above, an employee must achieve a minimum PPDP rating of 3 and not be issued with a Stage 2 or a Stage 3 warning or be placed on a Performance Management Plan during the previous 12 months.
- 32.9. Once an employee reaches the midpoint of their respective band, additional percentage increases will cease and the employee will resume access to the PPDP bonus structure as per clause 31.6, unless the employee elects to achieve agreed stretch targets as outlined in clause 32.10 below.
- 32.10. Agreed stretch targets:
- (a) an employee who is in the Single Salary Spine and their base salary is above the midpoint and below the top of their respective band may elect to achieve agreed stretch targets in addition to the PPDP process.
 - (b) if the agreed stretch targets are achieved the employee will receive an additional 2% salary increase.
 - (c) if the agreed stretch targets are not achieved, the employee will qualify for a bonus under clause 31.6 above.
- 32.11. Employee salaries in the Single Salary Spine will not progress beyond the top of their respective band.
- 32.12. Evoenergy commits to an external review of the Single Salary Spine, with particular emphasis on salary progression for employees at, or above the midpoint of their respective bands (i.e. an alternative to the current stretch targets). This review will be concluded within 12 months of this Agreement being certified. Further, after consultation with the relevant unions, Evoenergy will implement any agreed changes via either a Memorandum of Understanding (MOU) or a variation to the Agreement. Either party may request a variation to the Agreement.

If the parties cannot reach agreement on an alternative mechanism for progression above the midpoint, a full review of the Single Salary Spine will be conducted. This review will be conducted by an external consultant and should be completed within 12 months of its commencement.

This process will be managed through the consultative forum.

33. Mixed Functions (Higher Duties) Allowance

33.1. An employee:

- (a) who occupies a position classified in Schedule B to this Agreement; and
- (b) who is requested by Evoenergy to undertake the duties of a higher classification for one day or longer,

will be paid at the base rate of that higher classification on a pro-rata basis for that period.

33.2. Where a position has been filled by an employee in an acting position for three months and it can be determined that the position being filled is a continuing one, then the position shall be advertised within or outside Evoenergy.

The advertising of the position shall take effect no later than three months from the date it was first filled on a continuous acting basis.

Nothing in this clause shall detract from Evoenergy's obligation to advertise a position once it is determined that such a position is a permanent one.

33.3. For further information on the implementation of higher duties refer to the Corporate Procedure "Recruitment and Selection".

34. Electrical License Allowance

34.1. Any electrical tradesperson who:

- (a) is employed by Evoenergy;
- (b) is required by Evoenergy to carry out work for which a licence is required; and
- (c) holds a licence issued by the appropriate authority to perform every class of electrical work,

will be paid an electrical licence All Purpose Allowance of:

- i. with effect from the beginning of the first full pay period after 1 July 2023 - \$35.35 per week
- ii. with effect from the beginning of the first full pay period after 1 July 2024 - \$36.59 per week
- iii. with effect from the beginning of the first full pay period after 1 July 2025 - \$37.69.

35. Electrical Worker Site Lead Allowance

35.1. Electrical Workers classified as any of the following:

- (a) Electrical Fitter
- (b) Lineworker
- (c) Dual tradesperson
- (d) Protection technician

- (e) Cable jointer
- (f) Trade assistant
- (g) Plant operator
- (h) Construction Supervisor

when they perform Site Lead duties will be paid an All Purpose Allowance of:

- i. with effect from the beginning of the first full pay period after 1 July 2023 - \$142.91 per week
- ii. with effect from the beginning of the first full pay period after 1 July 2024 - \$147.92 per week
- iii. with effect from the beginning of the first full pay period after 1 July 2025 - \$152.35 per week.

36. Reimbursement for Use of Private Vehicle

- 36.1. If an employee uses their private vehicle for work purposes in accordance with Corporate Procedure “Local travel - use of private vehicle”, the employee may submit a claim for reimbursement. Reimbursement will be provided at the applicable rates set by the Australian Taxation Office.

37. Business Travel

Principles

- 37.1. Official travel should be at no personal expense to employees and should not result in employees making a financial gain.
- 37.2. Travel arrangements should be:
- (a) The most economical for Evoenergy, taking into account the nature and purpose of the travel; and
 - (b) Designed to meet the needs of the traveller.
- 37.3. In determining whether a business travel expense reimbursement claim is reasonable, managers should consider the purpose, specific circumstances and total costs of trips, including accommodation, taxi fares, meals and other relevant costs.

Accommodation

- 37.4. In normal circumstances, the standard of accommodation booked by employees for business travel should not be higher than a four star hotel offering government or corporate discount rates.
- 37.5. Where an employee is attending a conference held at a hotel and it is appropriate for the employee to stay at that venue, Evoenergy will pay for actual cost of accommodation at that hotel.

- 37.6. If an employee chooses to stay with colleagues, family or friends, they will not receive reimbursement in respect of accommodation costs. However, the employee may be reimbursed for other reasonable expenses actually incurred provided that this results in Evoenergy incurring a lower cost than if the employee was reimbursed for accommodation costs.

Meal and Incident Allowances

- 37.7. Subject to clause 37.9, any meal and other incidental allowances paid by Evoenergy will be set in accordance with the rates determined by the Australian Taxation Office from time to time.
- 37.8. If there is no applicable ATO rate, the amount of the allowances will be as follows:
- (a) \$27.70 for breakfast;
 - (b) \$27.70 for lunch;
 - (c) \$41.56 for dinner; and
 - (d) \$20.78 per day for incidental expense.
- 37.9. If the applicable ATO rate is less than the corresponding amount set out in clause 37.8 above, Evoenergy will pay the corresponding amount.

38. Salary Sacrifice

General

- 38.1. Under this Agreement, salary sacrifice for the purposes set out in clauses 38.7 to 38.9 is available to all employees. Salary sacrifice allows an employee to elect to receive benefits in lieu of salary.
- 38.2. Salary sacrifice arrangements are subject to changes in relevant legislation and Evoenergy is not responsible for the outcomes of such changes.
- 38.3. Employees can salary sacrifice up to 100% of their remuneration package subject to applicable superannuation legislation.
- 38.4. Employees contemplating entering salary sacrifice arrangements should seek independent financial advice before entering these arrangements.
- 38.5. Employees are responsible for the payment of any Fringe Benefits Tax which applies to a salary sacrifice arrangement.
- 38.6. Where an employee's net salary is reduced through a salary sacrifice arrangement, the employee's salary for the purposes of:
- (a) calculating superannuation contributions;
 - (b) payout of leave as part of an employee's final pay; and
 - (c) calculating leave,

will be the salary that would have been paid to the employee in the absence of salary sacrifice.

Superannuation

- 38.7. Employees are able to salary sacrifice additional superannuation contributions into any superannuation fund which complies with requirements set out in clause 39 below:

Novated Leasing of Vehicles

- 38.8. Evoenergy will provide a facility for employees to purchase vehicles for private use under a novated lease from a nominated provider through salary sacrifice.
- 38.9. This benefit does not apply in respect of vehicles which attract luxury vehicle tax.

39. Superannuation

- 39.1. Employees are entitled to superannuation in accordance with the relevant Commonwealth legislation.

- 39.2. If an employee was employed by ACTEW Corporation Ltd before 1 July 1999 and is a member of CSS, PSS or AGEST, Evoenergy will make superannuation contributions in accordance with the relevant fund rules and applicable legislation.

- 39.3. Employees who started with:

- (a) ACTEW Corporation before 1 July 1999 and are not members of the CSS and PSS; or
- (b) ACTEW Corporation after 1 July 1999; or
- (c) ActewAGL after 3 January 2001,

will have employer contributions paid at the following percentages of their salary at Schedule B;

- 1. Currently 15% (as applied with effect from 1 July 2016)
- 2. With effect from 1 July 2024- 16%

- 39.4. Subject to the provision of the relevant superannuation legislation, employees will have 28 days after the date of commencing employment with Evoenergy to nominate a superannuation fund. The choice of superannuation funds is limited to those funds that allow employee and employer contributions to be paid fortnightly through electronic funds transfer. If the employee does not nominate a fund within this period, they will be enrolled in Evoenergy's default superannuation fund, currently Equip Super. Evoenergy will consult with the parties to the Agreement in the event they propose to change the default fund.

Conditions related to change of state of Icon Water and Evoenergy Superannuation

- 39.5. Should Icon Water and/or Evoenergy change ownership, or otherwise change legal status during the life of this Agreement, conditions within clauses 39.6 to 39.10 will apply.
- 39.6. If the employer parties to this agreement change during the life of this agreement so that Icon Water is no longer an employer party and the other employer parties cannot contribute to the CSS and PSS, Icon Water shall ensure that compensation is paid to its employees who are CSS or PSS members as follows:

- 39.7. Icon Water shall ensure that the employer parties provide a fund option to employees who were members of the CSS and PSS that will provide a benefit at resignation and/or retirement that would be the equivalent to that which the employee would have received if they remained in the CSS or PSS. The benefits include all aspects of PSS/CSS superannuation schemes including indexed pensions, disability and retrenchment provisions.
- 39.8. Should the employer parties to this agreement change during the life of this agreement so that Icon Water is no longer an employer party, the employer parties shall ensure that Icon Water employees who are not CSS or PSS members are provided for as follows:
- 39.9. The employer parties shall ensure that Icon Water's employees who are not CSS or PSS members have access to a complying superannuation fund that receives from the employer contributions equivalent to the Superannuation guarantee levy.
- 39.10. Employees will have the ability to salary sacrifice the entirety of their superannuation contributions, if they so wish.

40. Income Protection

- 40.1 Evoenergy will provide employees with income protection insurance cover (as prescribed in Table below). If Evoenergy cannot obtain this insurance cover through a third-party insurance provider, Evoenergy will provide the insurance itself.
- 40.2 Payment will commence after the excess period. During the excess period, the employee may take personal leave or other paid leave. If an employee has insufficient personal leave to cover the excess period, employees will be entitled to use personal leave prior to the personal leave being accrued. This entitlement is restricted to a maximum of 10 days (i.e. a negative personal leave balance of up to 10 days). If the employee returns to work at the conclusion of the time period covered by income protection insurance, and the employee still has a negative personal leave balance this negative balance will be waived.
- 40.3 Any period of leave during which an employee receives payment under this clause, will count as service for all purposes.

GROUP PERSONAL ACCIDENT & SICKNESS INSURANCE

CATEGORY	DETAILS
Group Personal Accident & Sickness Insurance	The policy will provide any employee who is injured (either at work or otherwise), or who is ill and unable to work as a result, with payments equal to 100% of the employee's pre-injury weekly earnings (up to a maximum of \$5,000 per week) for up to 156 weeks.
Top up coverage	If an employee receives payment as a result of a worker's compensation, compulsory third party, motor accident insurance or any other claim, application or proceeding for their injury or illness, the only benefits available under the policy will be payments to top up any shortfall between the income received through these processes and the employee's pre-injury weekly earnings.

Pre-injury weekly earnings	The employee's average weekly earnings (including overtime, shift loading and allowances) averaged over the 12 months preceding the disablement or for the period of employment if the employee has been employed with Evoenergy for less than 12 months.
Benefit Period	156 Weeks; or 104 weeks for persons from age 65 to 70 for accidents or 26 weeks for sickness
Age Limitations	Under 65 years of age for accident and sickness, reduced benefit period for 65 to 70 years (as above).
Territory	24/7 - Worldwide Cover
Jurisdiction	Subject to Australian legal jurisdiction and legal practice.
No medical requirements to join	However, pre-existing medical conditions exclusions do apply.
Pre-existing medical conditions	<p>Any condition of which the employee is aware, or a reasonable person in the circumstances would be expected to have been aware, in the twelve (12) months prior to becoming insured under the policy.</p> <p>Any condition for which the employee has sought or received medical attention, undergone tests or taken medication for in the twelve (12) months prior to becoming insured under the policy.</p> <p>Any terminal condition of which the employee has been diagnosed at any time prior to being covered by the policy.</p> <p>For the purposes of the above, employees become insured under the policy on the date they commence employment with Evoenergy or 2 August 1999, whichever is later.</p>
Ancillary Benefits	A range of ancillary benefits are payable for certain events.
Rehabilitation Benefit	Up to \$20,000 at the discretion of the insurer.
Excess Period	28 calendar days
Conditions	<p>To be eligible for receipt of benefits under the policy, employees must:</p> <ul style="list-style-type: none"> Fully participate in all relevant rehabilitation and return to work programs Procure and/or follow the advice of a Doctor Comply with all other applicable conditions in accordance with the insurance policy
Benefit cessation	<p>Benefits will cease at the earliest of the following:</p> <ul style="list-style-type: none"> The employee receives a medical clearance to return to work The employee retires, provided that the retirement is not due to the injury or sickness that gave rise to the claim The employee commences full-time employment elsewhere The employee fails to procure and/or follow the advice of a Doctor The employee fails to fully participate in the relevant rehabilitation and/or return to work programs as advised by a Doctor The employee dies The employee's employment is terminated due to their serious and/or unlawful and/or wilful misconduct.
Exclusions	Benefits will not be payable for any injury or illness directly or indirectly caused by, arising from or attributable to:

	<ul style="list-style-type: none"> • Cosmetic, elective or plastic surgery (except and to the extent that it is necessary for the cure or alleviation of an injury to, or sickness suffered by, the employee) • Childbirth or pregnancy with the exception of any unexpected and unforeseen medical complications or emergencies arising therefrom • Naval, military or air force service • Sexually transmitted or transmissible disease, infection or virus • Radioactivity, or the use, existence or escape of any nuclear fuel, nuclear material or nuclear waste • Any act of terrorism • War, invasion or civil war • Training for or participating in professional sport of any kind • Flying in an aircraft or aerial device other than as a passenger in any aircraft licenced to carry passengers • Intentional self-inflicted injury, suicide or any illegal or criminal act committed by the employee • Pre-existing conditions.
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The table is a summary of benefits that are provided under the Group Personal Accident & Sickness Insurance provided by Evoenergy. The full details of the benefits and exclusions is contained in the policy schedule and PDS. A copy of the policy schedule and PDS shall be made available via the Company Intranet to all employees upon commencement of this Agreement.

H. HOURS OF WORK

41. Standard Hours of Work

- 41.1. The standard hours of work for a non-shift worker will be worked between the hours of 6.00am and 6.00pm, Monday to Friday inclusive.
- 41.2. An employee's ordinary times of commencement and cessation of duty within the span of their standard hours of work will be determined by Evoenergy in consultation with the employee.
- 41.3. Employees will be required to commence work at locations in the Australian Capital Territory and surrounds as reasonably directed by their supervisors.
- 41.4. If an employee will be unable to attend for duty at their normal starting time, the employee must notify their supervisors of this as soon as reasonably practicable (which may be after the shift has started).
- 41.5. In developing work rosters, and in particular rosters which contain shifts in excess of eight hours and up to twelve hours, regard will be had to the safety and health of employees.
- 41.6. The parties bound agree to continue discussion on annualised salaries during the term of this Agreement. For the purpose of determining an appropriate salary the agreed principles relating to annualised salaries are provided in the paper titled "Annualised Salary principles" tabled at the SBU in the corporate document management system.

Flexible Standard Hours

- 41.7. To facilitate employee work life balance, an employee who is not a shift worker may vary the times at which they start and end their standard hours of work provided that their standard hours are worked within the 6am to 6pm bandwidth. Working of flexible standard hours is subject to the following conditions:
 - (a) the employee must work the number of standard hours per week that apply to their position;
 - (b) flexible standard hours may be requested by an employee and must be approved in writing by the employee's manager or supervisor;
 - (c) approval will be subject to operational requirements and business efficiency;
 - (d) a manager or supervisor may, in giving their approval, impose conditions which limit the flexibility (for example by requiring the employee to work set core hours);
 - (e) if this clause or any flexibility arrangement implemented pursuant to this clause, is inconsistent with another clause contained in this Agreement, the other clause will prevail; and
 - (f) an employee's manager or supervisor may revoke an approval to work flexible standard hours in order to meet operational requirements or business needs, by giving the employee four weeks' notice.

42. Meal breaks

- 42.1. An interval of not less than 30 minutes shall be allowed for the midday meal.

- 42.2. An employee who works on a 12 hour shift roster will be provided with two paid meal breaks of 20 minutes duration. The first meal break will be provided within five hours of the commencement of the shift.
- 42.3. There are no fixed start and finish times for meal breaks. Work crews will stagger the time of taking meal breaks to meet operational requirements and avoid interruption to operations.
- 42.4. An employee who works on a roster, other than a 12 hour shift roster, outside the 6:00am to 6:00pm span of standard hours will be provided with a paid meal break of 30 minutes.
- 42.5. An employee shall not be compelled to work more than five hours after commencing duty without a meal break.
- 42.6. A rest period of ten minutes shall be allowed in the first half of each day or shift at a time fixed by Evoenergy.

43. Rest Breaks After Overtime

- 43.1. If an employee is required to work overtime or is called out for three hours or more, either continuously or in broken periods, between midnight and their scheduled start time on the same working day, the employee will be released from duty, without loss of pay, until they have had ten consecutive hours off duty (inclusive of travelling time).
- 43.2. An employee may resume work without having ten consecutive hours off duty (inclusive of travelling time) if the employee's supervisor determines that the employee is fit to remain at work and will be able to work safely. If this occurs, the employee will be paid at double their standard rate until they are released from duty for ten consecutive hours (inclusive of travelling time). These arrangements are subject to the ruling that when an employee has been working for 16 hours they will cease work.
- 43.3. An employee's supervisor may direct an employee to take a rest break before recommencing normal duties without loss of pay for standard working time if the supervisor considers that it would be unsafe for an employee to carry out their normal duties safely due to the amount of overtime and/or call-outs completed by the employee outside their standard hours of work.
- 43.4. An employee who works so much overtime between the termination of their standard work on one day and the commencement of their standard work on the next day that they have not had at least ten consecutive hours (inclusive of travelling time) off duty, shall be released after completion of the overtime until they have had ten consecutive hours (inclusive of travelling time) off duty without loss of pay for standard working time.

44. Hand-over

- 44.1. This clause only applies to employees working as part of a continuous shift work roster.
- 44.2. At the commencement of each shift the off-going crew will provide a 15 minute handover to the on-coming crew.
- 44.3. Employees in the off-going crew who attend the handover will be paid at the applicable overtime rate for the 15 minute handover period.

45. Overtime

- 45.1. An employee classified at or below the top of Evoenergy Level 4 Zone B in Part 2 of Schedule B will be paid overtime at the rate of:

- (a) time and half for the first two hours of overtime worked Monday to Friday;
 - (b) double time for any additional hours of overtime worked, Monday to Friday;
 - (c) double time for any overtime worked on Saturdays and Sundays; and
 - (d) double time and a half for hours worked on a public holiday.
- 45.2. The level of remuneration provided to employees classified above the top of Evoenergy Level 4 Zone B in Schedule B (Part 2) including salary, allowances and other benefits, reflects an expectation that these employees will be required to work reasonable overtime over and above the standard hours of work as specified in clause 41 on a regular basis.
- 45.3. Overtime, over and above the standard hours of work as specified in clause 41, are recognised and compensated through time off in lieu of extra hours worked by agreement with their supervisor.
- 45.4. Except as otherwise provided in this Agreement, all time worked outside the standard hours of work shall be paid at the rate contained in clause 45.1 above. In computing overtime, each day's work shall stand alone.
- 45.5. Overtime for shift workers is all time worked outside their normal shift roster.
- 45.6. Employees who continue to work beyond five hours without a meal break shall be entitled to time and a half until released for a meal.
- 45.7. Overtime shall be calculated to the nearest quarter of an hour.

Meal allowance and crib break on overtime

- 45.8. An employee shall be entitled to a paid 20 minute crib break and a meal allowance of \$15.85 if the employee is required to perform overtime duty outside standard working hours where they:
- (a) commence overtime before 7.00am and work past 9.00am;
 - (b) commence overtime before 12.00 noon and work past 2.00pm;
 - (c) commence overtime before 6.00pm and work past 7.00pm;
 - (d) commence overtime before 12 midnight and work past 1.00am.
- 45.9. No payment shall be made for any time in excess of 20 minutes.
- 45.10. Employees who choose not to take the 20 minute crib break shall not receive any further payment in lieu of the 20 minutes.
- 45.11. Meal allowance shall not apply if Evoenergy supplies a meal or meals.
- 45.12. Employees who are classified above the overtime barrier (clause 45.2) shall be entitled to a meal allowance as outlined above.

Minimum overtime payment

- 45.13. An employee shall be paid a minimum of four hours at the prescribed overtime rates if the period of overtime the employee is required to work is not connected to standard hours of work, provided that the employee is not in receipt of any stand by or on call allowances pursuant to this Agreement.

- 45.14. If Evoenergy cancels a period of prearranged overtime for any reason, an employee who has reported for work may be required to carry out alternative work for a minimum of four hours. Employees who refuse to do such work are not entitled to an overtime payment.

46. Purchased Leave

- 46.1. The purchased leave scheme is to be available to all employees covered by this Agreement.
- 46.2. Evoenergy must approve a particular employee participating in the purchased leave scheme. In deciding whether to give its approval, Evoenergy will take into account operational requirements and increased flexibility options and choice for the employee.
- 46.3. An employee may purchase up to four weeks of additional leave in accordance with this arrangement.
- 46.4. The additional leave must be rostered and taken at a time or times that does not disrupt operational requirements.
- 46.5. Salary deductions will occur each fortnight before tax, spread over a period of up to 12 months. Deductions are calculated by the total salary payable for the leave dates, divided by the number of pays prior to the commencement of the leave.
- 46.6. Employee participation in the purchased leave scheme is optional.
- 46.7. This clause does not preclude an employee from being granted periods of leave of greater or lesser than four weeks by arrangement with their Manager. Employees who do seek greater or lesser periods of leave will be informed of the impact of this leave on their entitlements and salary before leave is approved.
- 46.8. Additional leave accrued as a result of the employee's participation in the purchased leave arrangement should be taken by the employee prior to them ceasing to participate in the scheme. However, in exceptional circumstances, Evoenergy may agree to pay out any accrued unused purchased leave when the employee ceases to participate in the scheme.

47. First Aid and Fire Warden Allowances

- 47.1. An employee who has successfully undertaken the appropriate training from a registered training organisation and who maintains the currency of the qualification shall be paid the following allowance/s if they are appointed by Evoenergy to perform first aid or fire warden duty:

Position	Allowance Per Fortnight	Allowance Per Annum
Chief Warden	\$100	\$2,600
Fire Warden	\$40	\$1,040
First Aid	\$40	\$1,040
Occupational First Aider	\$50	\$1,300

48. On-call allowance

- 48.1. Any employee who participates in an authorised "on-call" roster will be paid an on-call allowance per day that they are rostered to be on call.
- (a) with effect from the beginning of the first full pay period after 1 July 2023 - \$80.25 per day

- (b) with effect from the beginning of the first full pay period after 1 July 2024 - \$83.05 per day
 - (c) with effect from the beginning of the first full pay period after 1 July 2025 - \$85.54 per day.
- 48.2. The on-call allowance will not be taken into account in calculating any other payments under this Agreement.
- 48.3. Extra annual leave will be granted to on-call employees in accordance with clause 52.5.
- 48.4. Employees rostered on-call on a public holiday will be paid an on-call allowance for the public holiday of:
 - (a) with effect from the beginning of the first full pay period after 1 July 2023 - \$119.10 per week
 - (b) with effect from 1 July 2024 - \$123.27 per week
 - (c) with effect from 1 July 2025 - \$126.97 per week.

49. Payment for call out

- 49.1. A call out commences when an on-call employee is recalled to work and ends when the employee arrives home at the end of the call out.
- 49.2. If during a call out, the employee receives a further call or calls to perform work, this work will form part of the first call out.
- 49.3. Each call out will stand alone for the purposes of calculating call out payments.
- 49.4. Subject to the provisions of clause 49 an employee who receives the Standby (on-call) allowance shall be paid a minimum of three hours for each recall at the rate of:
 - (a) time and a half for the first two hours for each recall, Monday to Friday
 - (b) double time for any additional hours worked in each recall, Monday to Friday
 - (c) On Saturdays and Sundays, shall be paid at double time for each recall
 - (d) On a public holiday, employees shall be paid a minimum of three hours at double time and a half for each recall.

50. Time Off In Lieu

- 50.1. All employees covered by this Agreement are eligible for time off in lieu in accordance with clauses 50.2 to 50.7 of this clause.
- 50.2. An eligible employee may take time off in lieu of payment for hours worked in excess of their standard hours, provided that they obtained their supervisor's prior approval to work those additional hours.
- 50.3. Subject to clause 50.4, accrued TOIL may be taken at a time agreed to by the employee and their supervisor or manager.

- 50.4. An employee's TOIL accrual must not exceed three days at any time. If an employee's TOIL accrual reaches three days, Evoenergy will direct the employee to use some or all of their accrued TOIL at a time which is convenient to the employee and which does not have an adverse impact on the operational needs of the business.
- 50.5. TOIL must be taken as a half day or a full day within three months of the employee accruing a half or full day's TOIL. Otherwise, the accrued TOIL will be paid out.
- 50.6. TOIL will accrue on an hour for hour basis.
- 50.7. If TOIL is paid out, it will be paid at the rate (or rates) at which the overtime would have been paid if the employee was eligible to receive overtime penalty rates.

51. Use of Company Vehicles

Home Garaging for Field Workers

- 51.1. The General Manager may approve the employee garaging an Evoenergy vehicle at the employee's home.
- 51.2. Any approval will be conditional on the employee starting and finishing work at the relevant site at the prescribed starting times and finishing times for the particular job. The General Manager may permit individuals to utilise the vehicle for minor private excursions where this is consistent with operational efficiency. The General Manager may permit individuals to utilise the vehicle for minor private excursions where this is consistent with operational efficiency.
- 51.3. This permission shall be given by the General Manager, in writing, to individual employees so that they are covered by Evoenergy's insurance policy while in the vehicle. Refer to The Use of Company Vehicle Procedure.
- 51.4. Only the employee having the approval to home garage the vehicle is permitted to drive the vehicle during minor private excursions and only the employee's immediate family are to be passengers whilst the vehicle is being driven by the employee.
- 51.5. The driver shall observe all relevant road regulations at all times.
- 51.6. Any employee who is found to have abused a home garaging arrangement, including by not starting or finishing on site at the prescribed times without Evoenergy's prior approval, will be subject to disciplinary procedure.
- 51.7. In the event of a dispute arising in relation to the application of home garaging, either the employee or Evoenergy may raise a dispute in accordance with clause 83.

Use of Leased Vehicles

- 51.8. The conditions governing the use of leased vehicles are set out in Corporate Procedure "Use of Company Vehicles" PO02129.

Home Garaging for Non-Field Staff

- 51.9. The conditions governing home garaging for non-field staff are set out in Corporate Procedure "Use of Company Vehicles" PO02129.

I. LEAVE

52. Annual Leave

- 52.1. 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.
- 52.2. An employee shall be entitled to four weeks leave of absence, exclusive of public holidays, for each completed year of service.
- 52.3. Employees must give notice that they intend to take annual leave as soon as practicable, and at least one week before the leave begins. However, if Evoenergy agrees that extenuating circumstances exist; annual leave may be approved at shorter notice.
- 52.4. The granting of leave is at the discretion of Evoenergy taking into account operational requirements.

Annual Leave for certain on-call employees

- 52.5. An employee, including an employee working under an annualised salary arrangement, who is on the on-call roster for a period of 12 months, will receive an additional three days annual leave per annum. If the employee performs more on call duty than their rostered on call hours, they will receive further additional annual leave on a pro-rata basis.
- 52.6. For example, if an employee is on a roster that requires them to perform rostered weekly on-call duty 6 times per annum and they performed the rostered weekly on-call duties 6 times they would get 3 days extra annual leave. If they did extra rotations for example 3 more weekly rostered on call duties than required on this 1 in 6 roster, they would get an extra 1.5 days annual leave.
- 52.7. In order to satisfy the requirement that they are available for duty to perform the required number of rotations per annum, employees should make every effort to avoid taking authorised leave on dates that coincide with roster on-call duty.

Annual Leave for shift workers

- 52.8. Shift workers who are rostered to work regularly on Sundays and Public Holidays shall be entitled to an additional 36.75 hours leave, provided where a shift worker is rostered to perform duty on less than ten Sundays during the period in respect of which the shift worker's annual leave accrues they shall not be entitled to an additional 36.75 hours leave but shall be granted additional leave at the rate of 3.675 hours in respect of each Sunday so rostered.

53. Entitlement to cash out Annual Leave

- 53.1. An employee may elect to take payment in lieu of annual leave, subject to the following conditions:
 - (a) the employee may only cash out once during the operative period of this Agreement;
 - (b) the cashing out must be documented in a separate agreement in writing between the employee and Evoenergy as required at section 93(2)(b) of the *Fair Work Act 2009*;

- (c) the employee must be paid at least the full amount that would have been payable to the employee had they taken the leave that they have cashed out;
- (d) the employee has taken two weeks of annual leave during the 12 months prior to the employee applying for the cashing out; and
- (e) only if, after the cashing out, the employee's remaining accrued entitlement to paid annual leave will be four weeks or greater.

54. Personal/Carers Leave

Personal Leave

- 54.1. Employees may be granted personal leave, either with or without pay, when they are absent from work because:
 - (a) they are personally ill or injured; or
 - (b) they visit a medical practitioner for advice and/or treatment for actual or suspected personal illness or injury.
- 54.2. Employees will not be granted personal leave where they have a worker's compensation approval.
- 54.3. The amount of personal leave with pay available to an employee is as follows;
 - (a) on date of appointment 110.25 hours on full pay
 - (b) on completion of each additional twelve months' service 110.25 hours on full pay
- 54.4. These periods are cumulative.
- 54.5. Employees shall be allowed five days of their personal leave per year without a medical certificate, provided an employee who is absent on personal leave for a continuous period of three of the employee's standard or rostered workdays must provide Evoenergy with a medical certificate.
- 54.6. Evoenergy will accept a statutory declaration to support a personal leave claim if the employee cannot provide a medical certificate.
- 54.7. In addition to the entitlements of all employees to 110.25 hours personal leave per annum at clause 54.3 from the effective date of this Agreement, employees rostered on 12 hour shifts will be granted 120 hours personal leave per annum.

Carers Leave

- 54.8. An employee may also use their personal leave to provide care and support for an immediate family member or a member of the employee's household who required support because of a personal illness, or a personal injury, affecting the member, or an unexpected emergency affecting the member.
- 54.9. The extension of carers leave under these circumstances is subject to:
 - (a) the production of satisfactory evidence of illness; and

- (b) the employee having responsibility for the care of the family member concerned. In normal circumstances, the employee cannot take carer's leave where another person has also taken leave to care for the same person; and
- (c) the family member being either a member of employee's household or a member of the employee's immediate family (partner, child, parent, grandparent, grandchild, sibling).

54.10. If an employee takes carer's leave, their manager may decide not to require the employee to provide evidence in support of the absence.

55. Compassionate Leave

55.1. An employee is entitled to a maximum of three days compassionate leave when a member of the employee's immediate family or member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to their life; or
- (b) sustains a personal injury that poses a serious threat to their life; or
- (c) dies.

55.2. An employee's manager may authorise an employee to take a period of compassionate leave which exceeds three days.

55.3. Evoenergy shall require the employee to provide satisfactory evidence of the death of the employee's immediate family member or household.

56. Professional Development Leave

56.1. Subject to clause 56.2, an employee will be entitled to five hours leave per month on full pay to attend professional development programs.

56.2. An employee will not be granted any professional development leave unless they can establish, to their supervisor's satisfaction, the relevance of each proposed professional development program in their PPDP to receive paid leave to attend the courses.

56.3. Employees will not be paid to attend programs outside working hours.

56.4. The leave provided for under this clause must only be used for professional development and will not be paid out.

56.5. An eligible employee will be credited with 30 hours professional development leave:

- (a) on the commencement of their employment; and
- (b) on each six month anniversary of the commencement of their employment.

Any professional development leave that is not used within six months of it being credited will be forfeited, unless Evoenergy agrees otherwise.

56.6. The professional development leave entitlement will be administered by each supervisor in respect of the employees who report to them.

57. Leave to Obtain Financial Advice

- 57.1. Each employee (other than a casual employee) will be entitled to take paid leave of up to one standard working day per year to attend meetings for the purpose of receiving financial advice.
- 57.2. The granting of this leave will be subject to the approval of the employee's supervisor, taking into account operational requirements.
- 57.3. A supervisor will refuse to approve a leave request if the employee does not provide them with evidence of each meeting including the time of the meeting, estimated duration and suburb where it will be held.

58. Long Service Leave

- 58.1. Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1976* (ACT) (LSL Act).
- 58.2. If Evoenergy retains an employee in its service for a minimum of ten years continuously then that employee shall be entitled to three months leave of absence for the ten completed years of service. Pro-rata long service leave may be taken after seven years continuous service or paid out on resignation after seven years continuous service.
- 58.3. Employees will receive an additional nine calendar days for each completed year of service after their initial ten year period.
- 58.4. Each period of absence on long service leave (whether on full or half pay) must be a minimum of seven consecutive calendar days.
- 58.5. Evoenergy will grant long service leave:
 - (a) if requested by an employee as soon as practicable after an employee becomes entitled to the leave, having regards to the needs of the business; or
 - (b) if Evoenergy and the employee agree – at another time or times.
- 58.6. If a public holiday falls during a period of long service leave taken by an employee, the period of leave will be extended by one day for each such holiday.
- 58.7. Pro-rata payment of long service leave may be made after at least one year's service has been completed where an employee's employment ceases due to retrenchment, ill health, on death or retirement and ceasing employment after reaching age 55.
- 58.8. Long service leave may be taken on full pay or half pay taking into account the operational requirements of the employee's Division and Branch.
- 58.9. If an employee becomes ill during a period of long service leave the employee will be granted personal leave provided that Evoenergy is provided with a medical certificate. If personal leave is granted, the employee's long service leave will be extended by a period equal to the period of personal leave.
- 58.10. If an employee is granted compassionate leave of at least one day while on long service leave, the employee's long service leave will be extended by a period equal to the period of compassionate leave.

59. Parental Leave

- 59.1 The entitlements provided for in this clause are additional to the entitlements contained in Part 2-2 Division 5 of the Fair Work Act 2009.

- 59.2 An employee is only eligible for the primary or secondary carer's leave (Parental Leave) entitlements contained in this clause if they have completed 52 weeks of continuous service (as defined in section 22 of the Fair Work Act 2009) with Evoenergy.
- 59.3 An employee with less than 52 weeks of continuous service may apply for leave without pay.
- 59.4 An employee returning to work after the expiration of Parental Leave will be entitled to the job which they held immediately before proceeding on Parental Leave. Where the job no longer exists, the employee will be placed in an available position which is nearest in status and pay to the employee's pre-Parental Leave position.
- 59.5 Once Parental Leave has commenced, the employee may shorten the period of leave by giving Evoenergy written notice at least four weeks in advance.
- 59.6 During a period of unpaid Parental Leave of:
- (a) 127 hours or less - the employee will continue to accrue personal, annual and long service leave; and
 - (b) more than 127 hours personal, annual and long service leave entitlements will not accrue for the total period of the unpaid absence.
- 59.7 An employee should provide Evoenergy with notice of intention to take Parental Leave as early as possible, and at least 4 weeks prior to the expected start of leave. However, if this is not practicable, the employee must give Evoenergy notice as soon as practicable.
- 59.8 The entitlements provided for by the Paid Parental Leave Act 2010 are additional to the entitlements contained in this Agreement.
- 59.9 Entitlement to paid leave in the event of adoption is now covered in the clauses related to Primary Carer's and Secondary Carer's leave.
- 59.10 Evoenergy will continue to pay employer superannuation contributions into the employee's superannuation fund, whilst the employee is absent from work on paid parental leave.

Primary Carer's Leave

- 59.11 An employee who has, or will have, completed not less than 52 weeks continuous service (at the time of the birth or adoption) is entitled to up to 16 weeks primary carer's leave if the leave is associated with:
- (a) the birth of a child of the employee or the employee's partner, or the adoption of a child by the employee or the employee's partner; and
- the employee has, or will have, primary responsibility for the care of the child within the first 12 months of birth or adoption.
- 59.12 For birth-related primary carer's leave:
- (a) the period of 16 weeks leave will commence 6 weeks prior to the expected date of delivery unless the employee provides written documentation from their medical practitioner to certify the time to which they may work safely, or the birth occurs more than 6 weeks prior to the expected date of delivery; and

- (b) may be granted periods of annual leave and/or long service leave to be taken in conjunction with paid primary carer's leave and/or leave without pay following paid primary carer's leave, provided that this does not result in the employee being absent from work for more than 12 months.

Note: This does not affect the ability of an employee who utilises their unpaid parental leave entitlement under the National Employment Standards (as opposed to the entitlement contained in this clause) to request an extension of that unpaid leave in accordance with the NES.

- 59.13 An employee may elect to spread payment for the period of paid primary carer's leave (if eligible) over a period of up to 32 weeks at half pay
- 59.14 Any public holiday which falls during a period of paid primary carer's leave granted in accordance with clause 59.11 will be counted as part of the paid primary carer's leave period, and the period of paid primary carer's leave will not be extended.
- 59.15 Where an employee gives Evoenergy a medical certificate from a registered medical practitioner that states that the employee is fit for work, but that it is inadvisable for them to continue in their present position during a stated period (risk period) because of:
 - a) illness, or risks arising out of their pregnancy; or
 - b) hazards connected with that position,

then, if practical, the employee will be transferred to an appropriate safe job with the same standard hours of work as the employee's present position (or a different number of standard hours agreed to by the employee) and no change to any of the employee's other terms and conditions of employment.

- 59.16 Employees returning from primary carer's leave who hold a full-time position are entitled to work part time for a period of time not exceeding 3 months. If an employee wishes to work part time for longer than 3 months they must apply to their manager in accordance with the "Requests for Flexible Working arrangements" at section 65 of the Fair Work Act 2009.
- 59.17 For employees to access primary carer's leave where they aren't the birth parent, Evoenergy reserves the right to request a statutory declaration or other notification acceptable to Evoenergy stating:
 - a) whether the employee's partner is employed (and if so their employment status throughout the period of leave e.g. full-time, part-time or other and the entity to which they are employed), or studying (e.g. on a full-time or part-time basis); and
 - b) the details of all other types of leave (paid or unpaid) to be taken or applied for by the employee's partner (whether or not the employee's partner is employed by Evoenergy).
- 59.18 The employee must notify Evoenergy as soon as possible, and at least 10 weeks prior, of their intent to access primary carer's leave.

- 59.19 The employee must notify Evoenergy as soon as possible of any changes to their circumstances that will or are likely to affect their eligibility for primary carer's leave prior to, or throughout, the period of paid leave.

Secondary Carer's Leave

- 59.20 An employee who has, or will have, completed not less than 52 weeks continuous service (at the time of the birth or adoption) and who will not have primary responsibility for the care of their child at the time of the birth or adoption, is entitled to:

- a) up to 4 weeks paid secondary carer's leave at the time of the birth or adoption for the purpose of caring for the child and/or the child's other parent; and
- b) 48 weeks of unpaid partner leave, which may be taken in no more than two periods.

- 59.21 The unpaid partner leave must:

- a) commence not earlier than 1 week prior to the expected date of the birth/placement of the child; and
- b) be taken within 12 months after the birth/placement of the child.

- 59.22 The employee must notify Evoenergy as soon as possible, and at least 10 weeks prior, of their intent to access secondary carer's leave, stating the period of leave being sought, including the anticipated date of return to work.

Note: This does not affect the ability of an employee who utilises their unpaid parental leave entitlement under the National Employment Standards (as opposed to the entitlement contained in clause 59.20(b)) to request an extension of that unpaid leave in accordance with the NES.

Flexibility for taking paid Parental Leave

- 59.23 While an employee's eligibility for paid Parental Leave is determined at the time of birth or adoption, entitlements can be taken within the first 12 months from the date of birth or adoption.

Entitlement to Primary and Secondary Carer's Leave

- 59.24 An employee who has an entitlement to secondary carer's leave may also take a period of primary carer's leave, to be taken within 12 months of the child's birth or adoption, if they have primary responsibility for the care of their child. The entitlement to this leave will be subject to the evidence requirements set out in clause 59.25. Where an employee takes primary and secondary carer's leave, they will be entitled to a combined total of 16 weeks paid leave.

Evidence requirements

- 59.25 To access primary and secondary carer's leave, Evoenergy reserves the right to request evidence of the birth or adoption:
- a) for birth-related leave, a medical certificate or birth certificate showing the expected or birth date of the child; or
 - b) for adoption-related leave, an integrated birth certificate, or certificate of adoption.

Leave in the event of miscarriage

- 59.26 Where an employee or the partner of an employee miscarries, the employee is entitled to 3 days of compassionate leave (in accordance with clause 55.2 this may be increased) on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- 59.27 Leave as defined in clause 59.26 above will commence from the date the miscarriage occurs and is to be taken in one continuous block of leave. Compassionate leave can be taken with any other form of leave available to the employee.

Leave in the event of stillbirth

- 59.28 Where an employee or the partner of an employee experiences the stillbirth of a child after 20 weeks' gestation, the employee is entitled to take the paid primary carer's or secondary carer's leave they would have otherwise taken.
- 59.29 Leave as defined in clause 59.28 will commence from the date the stillbirth occurs and is to be taken in one continuous block of leave.

Where both parents are employed by Evoenergy

- 59.30 In the event that both parents are employed by Evoenergy, only one parent can access the entitlement to primary carer's leave. Alternatively, the parents can divide a combined total of 20 weeks paid leave (that is 16 weeks primary carer's leave plus 4 weeks secondary carer's leave), for them to take in whichever way suits the needs of their family. This leave is to be taken within the first 12 months from the date of birth or adoption.

60. Other Leave

- 60.1. The General Manager will grant paid leave for employees to:
- (a) undertake Defence reserve training/duty; and
 - (b) undertake jury service as per clause 63.
- 60.2. The General Manager may grant paid leave for other purposes including, but not limited to, the following:
- (a) leave to attend as a witness in legal proceedings;
 - (b) emergency leave for duty with emergency services;
 - (c) emergency leave for disasters; and
 - (d) leave for the purpose of donating blood, bone marrow and/or organs
- 60.3. This clause is in addition to the entitlement to take eligible community service activities in accordance with Division 8 of Part 2-2 of the Fair Work Act 2009.
- 60.4. The General Manager may also grant leave without pay.

Excess Annual Leave

- 60.5. Employees must reduce their annual leave balances to 8 weeks if a day worker or 10 weeks if a shift worker by July 1 each year after receiving notification to do so from People and Legal in January each year. In exceptional circumstances an employee may request an exemption in order to hold a higher leave balance beyond July 1 for a specific purpose such as an extended holiday.

61. Unauthorised Absence

- 61.1. Where an employee is absent from duty without approval, all pay and other benefits provided under this Agreement, in relation to the period of absence, will cease to be available until the employee resumes duty or is granted leave.

Abandonment of Employment

- 61.2. Where an employee is absent for more than nine working days without the consent of Evoenergy or without notification to Evoenergy, the employee shall be deemed to have terminated their employment without notice.

62. Special Leave

- 62.1. Evoenergy may, upon sufficient cause being shown, grant an employee leave of absence with pay not exceeding three days per year without deduction from annual leave.
- 62.2. For the purposes of this clause, a year shall be deemed to commence on the date the employee's eligible entitlement to personal leave credits commences.

63. Jury Service

- 63.1. An employee called for jury service during any period in which the employee would otherwise be required to perform their usual duties during the standard hours of duty, shall be granted leave of absence with full pay for that period.
- 63.2. An employee who, attends as a juror during a period referred to in clause 63.1, shall pay to Evoenergy so much of any amounts received by the employee as fees for attendance as a juror on that day.
- 63.3. An employee shall notify Evoenergy as soon as possible of the date upon which they are required to attend for jury service, providing proof of attendance

64. Public Holidays

- 64.1. Employees will observe the following holidays each year, and shall be paid salary as if that day were not a public holiday:
- 64.2. New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; the Sovereign's Birthday; Labour Day; Christmas Day; Boxing Day; Canberra Day; Reconciliation Day and/or an additional day(s) declared as a holiday in the Australian Capital Territory.
- 64.3. Where there is a day gazetted in lieu of the actual day noted in clause 64.1, the day in lieu shall be observed as the public holiday.

- 64.4. Employees who work standard hours Monday to Friday, but not on a Saturday or Sunday shall not receive pay if the public holiday falls on a Saturday or Sunday.
- 64.5. Provided that absence from duty owing to illness or other causes, for periods immediately preceding or succeeding such holidays, where application is made for leave and such leave is approved, shall render an employee eligible for payment for the public holiday or holidays occurring within such period of absence.

J. TRAINING AND DEVELOPMENT

65. General

- 65.1. A skilled and trained workforce is necessary to achieve competitive advantage. Employee development is provided through either the Personal Performance Development Plan (PPDP) process or competency development programmes. Training and development within Evoenergy includes both on-the-job training including acting in higher positions and external courses.
- 65.2. To encourage employees to progress through an appropriate career path and beyond, Evoenergy will provide employees with reasonable training assistance. Training will be undertaken on both Evoenergy's and employees' time, recognising that training is necessary for personal development and to achieve current or future organisational objectives.
- 65.3. To effectively coordinate training requirements, personal development plans will be produced for all employees. These plans will be developed jointly between employees and management. The development plans should:
 - (a) be regularly reviewed and updated as part of an ongoing performance management process;
 - (b) reflect the operational needs of the employee's Division and the employee's development needs; and
 - (c) the PPDP (where applicable) must be reviewed six monthly and evaluated annually.
- 65.4. On-the-job training is critical and, accordingly, employees will be expected to assist and train/mentor other colleagues to enable them to perform all necessary tasks and operate equipment.
- 65.5. Management is responsible for making available appropriate resources and opportunities to meet identified training needs.
- 65.6. Further information about the PPDP process and individual performance development plans can be found in the Training and Development Manual.
- 65.7. The supervisor or manager through discussion with the employee will identify the learning needs, development and appropriate training options using the PPDP process.
- 65.8. The PPDP process does not apply to category A employees.

66. Payment for Maintaining Chartered Status

- 66.1. Employees who are required by their position to have Chartered Status will have the annual fee to maintain this status paid up to a maximum of \$550 per annum. Payment will be made upon production of receipts.

67. Engineer Registration

- 67.1. The implementation of the ACT's Professional Engineer Registration Scheme (the Scheme) will likely occur during the term of this Agreement.
- 67.2. Evoenergy agrees to work collaboratively during the term of this Agreement, through a Forward Work Plan to develop and implement administrative procedures based on the following principles:
- (a) Engineers who are required to hold registration under the Scheme to meet the requirements of their role will be supported to do so by Evoenergy;
 - (b) Evoenergy will meet the costs for obtaining and maintaining such registration; and
 - (c) Evoenergy will provide any reasonably necessary paid leave associated with obtaining and maintaining such registration.

68. Apprentices and Dedicated Training Positions

- 68.1. Evoenergy is committed to bringing apprentices, graduates and trainees into the organisation to replace employees who resign or retire, provided that there is a demonstrated business need to do so.
- 68.2. Evoenergy will consult with the unions covered by this Agreement regarding the number of apprentices, graduates and trainees to be recruited.
- 68.3. Apprenticeships and traineeships will align with national competency standards where such standards are relevant and available.
- 68.4. The pay rates for apprentices, graduates and trainees are set out in Part 1 and Part 2 of Schedule B, respectively.
- 68.5. Evoenergy supports other forms of entry level intake and training through scholarships, cadetships and tertiary student vacation programs as well as offering work experience placements to secondary students.
- 68.6. At the successful conclusion of a graduate program an engineer will be classified as Level 4 Zone A or higher.

69. Cadets textbook payment

- 69.1. A payment of \$200 per semester upon production of receipts will be made to Cadets for the costs of textbooks they need to use in their university studies.

K. HEALTH, SAFETY AND ENVIRONMENT (HSE)

70. HSE System

- 70.1. Evoenergy will comply with all relevant Health, Safety and Environment legislation.

71. Consultation and Notification

- 71.1. Evoenergy will maintain a joint Management/Union Health, Safety and Environment Policy Committee (HSEPC) for the organisation as a whole. The Policy Committee will have the following terms of reference:

- (a) advise the Senior Management on policy matters concerning HSE within Evoenergy;
- (b) advise the Senior Management on projects and programs to implement relevant Evoenergy policies and practices;
- (c) develop, monitor and review Evoenergy's HSE policy and procedures;
- (d) advise on broad priorities that should apply to proposed HSE projects and programs, taking into account any resource implications;
- (e) monitor outcomes and review actions taken to implement HSE policies and practices;
- (f) review regularly:
 - i. HSE reports including overall trends in accidents, injuries and diseases; and
 - ii. summaries of matters discussed at the local HSE Committee meetings;
- (g) provide information and advice to local committees; and
- (h) develop procedures to govern its operation.

- 71.2. Where a bona fide HSE issue is involved, Evoenergy and the appropriate authority must be notified.

- 71.3. Amenities shall be provided in accordance with the relevant codes of practice to ensure a safe working environment and the HSEPC shall have oversight of the quality of safety in amenities.

72. Rehabilitation

- 72.1. All parties covered by this Agreement will work together in the rehabilitation process to provide all possible assistance to injured or ill employees to return to gainful employment with Evoenergy as quickly as possible.

- 72.2. Evoenergy can require an employee to:

- (a) attend an independent medical assessment with an appropriate occupational physician or another registered medical practitioner;

- (b) obtain a report from the physician which outlines the employee's capacity to perform existing and/or modified duties and provide a copy of this report to Evoenergy; and
- (c) Evoenergy will meet the cost of any assessments undertaken and reports obtained in accordance with this clause.

72.3. If the report provided by the occupational physician/medical practitioner indicates that the employee is unlikely to be able to effectively work for Evoenergy again, Evoenergy will explore all reasonable employment alternatives for the employee in consultation with the relevant union (if any).

73. Inclement Weather Provisions

73.1. This clause is intended to cover employees working outdoors in inclement weather and abnormal climatic conditions

73.2. During inclement weather or abnormal climatic conditions the employee shall include as part of their site risk assessment, the working environment, taking into account hazards associated with working outdoors in these conditions.

73.3. In the first instance decisions about whether it is safe to work shall be taken at the local level through consultation between the supervisor and line manager.

73.4. Supervisors/ Line Managers should seek advice from Health and Safety Professionals where uncertainty exists.

73.5. When the decision has been taken that work should cease due to inclement weather or abnormal climatic conditions, employees working outdoors shall seek access to shelter from the prevailing inclement weather or abnormal climatic conditions.

73.6. Employees shall not leave the workplace without being authorised by their immediate supervisor. In all instances resulting in the employees leaving site, employees will carefully store any tools, materials, equipment or any other property of the company in a safe and secure manner and ensure the site and network assets are left in a safe condition for both future workers on site as well as members of the public.

73.7. Employees working outdoors may be transferred from one location where it is unreasonable to work due to inclement weather or abnormal climatic conditions to work at another location which is not affected.

73.8. When work has ceased because of inclement weather, employees working outdoors shall not be required to resume work until it is safe to do so and in consultation with supervisor/ line manager. In the event that it is necessary to postpone work for more than two hours, employees will go back to their depots so that activities such as toolbox talks, training and maintenance can be arranged.

73.9. In agreed emergency situations such as loss of supply or risk to public health and safety, work shall continue through inclement weather or abnormal climatic conditions. When undertaking any work the safety of the employees must be given the highest priority.

73.10. In work locations where employees are exposed to rain, work in such conditions will be limited to emergency response where there is a threat to the safety of the public and/or environmental risks or where a job has commenced prior to the commencement of the rain and the non-completion of the job would lead to a public safety or environmental risk or for the public.

The employees who work in such conditions to remove the threat to public safety will be supported by Evoenergy to enable them to mitigate the effects of these conditions as follows:

- (a) issued with suitable waterproof clothing
- (b) when employees become wet due to the performance of the work, they will be released from duty when the job is completed for a reasonable period of time, to change into dry clothing with no loss of earnings.

73.11. If any employee is required by the company to work in temperatures exceeding 36 degrees they must rest for one full hour for every one hour worked with no loss of earnings.

73.12. This clause does not preclude any individual employee from ceasing work earlier than indicated above due to health and safety reasons when distressed by the inclement climatic conditions. Line supervision, health and safety staff as appropriate, shall be informed of such cessation of work.

L. TERMINATION OF EMPLOYMENT

74. Notice of Termination by Evoenergy

- 74.1. Where Evoenergy terminates the employment of a permanent full time or part time employee, the employee is entitled to a period of notice of termination or a payment in lieu of notice calculated as follows:

Length of continuous service with Evoenergy	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 74.2. If an employee is over 45 years of age and has completed not less than two years continuous service at the time notice of termination is given, the employee will be entitled to an additional week's notice of termination or payment in lieu of notice.
- 74.3. The period of notice in this clause does not apply in the case of dismissal for serious misconduct.
- 74.4. Payment in lieu of the notice will be made if Evoenergy does not require the employee to work out the notice period. Evoenergy may require an employee to work out part of the notice period, and make payment in lieu of the balance of the notice period.
- 74.5. Any payment in lieu of notice will be calculated based on the employee's full rate of pay (including incentive-based payments and bonuses, loadings, monetary allowances, overtime and penalty rates and any other separately identifiable amounts) for the hours that the employee would have worked had their employment continued until the end of the notice period.
- 74.6. Clauses 74.1 to 74.5 will not apply to the following groups of employees:
- (a) casual employees;
 - (b) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
 - (c) employees engaged for a specific period of time or for a specified task; and
 - (d) employees who are voluntarily retrenched (the termination notice entitlement for these employees is provided for in clause 79.5).
- 74.7. For the purpose of this clause continuous service shall be given the meaning under section 22 of the *Fair Work Act 2009*.

75. Notice of termination by Employee

- 75.1. An employee who resigns must provide Evoenergy with the amount of notice specified in clause 74.1 above. However, an employee aged over 45 years is not required to give any additional notice.
- 75.2. If an employee fails to give Evoenergy the amount of notice required in accordance with clause 74.1, Evoenergy may withhold from the employee's pay:
- (a) an amount equal to the standard time rate of pay for the period of notice;
 - (b) payment in respect of any leave entitlements that would have accrued during the part of the notice period foregone.

76. Time off during notice period

- 76.1. Where Evoenergy gives an employee notice, the employee will be allowed up to one day of leave without loss of pay during the notice period for the purpose of seeking other employment.
- 76.2. This leave must be taken at a time or times agreed to by the employee and Evoenergy.

77. Unused Personal Leave Payout

- 77.1. An employee who:

- (a) resigns;
- (b) retires; or
- (c) is retrenched.

will receive an amount equivalent to one week's base salary for every 500 hours of accrued unused personal leave that the employee has at the date their employment with Evoenergy ends. A pro-rata payment will be made for any additional accrued unused personal leave of less than 500 hours.

M. REDUNDANCY

78. Consultation

78.1. Where an organisational restructure is likely to result in positions occupied by employees becoming redundant, the following consultation process will be followed:

- (a) the General Manager, once they have determined the most appropriate structure, including the mix of skills and numbers of employees, will discuss the proposals with the relevant employees and the relevant union(s);
- (b) the restructuring proposals of individual Groups or part thereof will be collated into an overall plan that identifies the problem clearly. This plan will be discussed with the relevant employees and the relevant union(s); and
- (c) Evoenergy will advise relevant employees and unions if restructuring proposals are being prepared, and will allow those employees and unions to provide input before the proposals are finalised.

As part of this consultation:

- (d) the relevant unions will be consulted regarding the appropriate mechanisms for selecting the employees who will be retrenched; and
- (e) relevant employees and relevant unions will be provided with:
 - i. Evoenergy's reasons for considering that a position or positions are likely to be excess to requirements;
 - ii. the number, classification, location and details of the employees whose positions are likely to be excess to requirements; and
 - iii. where changes in the staffing structure are proposed - the number and classification of employees in the part of the organisation affected, the number and classification of employees expected to be required for the performance of any continuing functions in the part of the organisation affected, and details of the employees who are likely to be affected.

78.2. Consultation with the relevant unions will include discussion of:

- a) measures that could be taken to remove or reduce the incidence of positions becoming excess;
- b) redeployment prospects within Evoenergy for the employees concerned;
- c) the appropriateness of using voluntary retrenchment; and
- d) Evoenergy will consult with the relevant unions on the identity of a job search provider in the event that redeployment is unavailable within Evoenergy.

78.3. The discussion referred to in clause 78.2 will take place over a reasonable period of time, having regard to the particular matters under discussion and to the need for potential excess staff situations to be resolved quickly.

- 78.4. An employee will not, during the four-week period following the start of the consultation referred to in clause 78.1(a), be:
- a) invited to volunteer for retrenchment; or
 - b) formally advised that their position is excess to Evoenergy's requirements.
- 78.5. Where Evoenergy or a related entity offers an employee whose position has been declared redundant a position with terms and conditions of employment that are substantially similar to and considered on an overall basis no less favourable than the employee's existing position, and the employee declines to accept the position offered then they will not be eligible to receive a retrenchment payment.
- 78.6. Evoenergy will not provide an employee with redundancy pay under clause 79 or 80 in the circumstances prescribed by section 122 of the Fair Work Act 2009.
- 78.7. Eligible employee: An employee other than:
- a) a probationary employee;
 - b) an employee with less than 12 months' service; and
 - c) a casual employee
- is an eligible employee.
- 78.8. Excess employee: An employee is an excess employee if:
- a) the employee is included in a class of employees employed in Evoenergy, which class comprises a greater number of employees than is necessary for the efficient and economical working of Evoenergy; or
 - b) the service of the employee cannot be effectively used because of technological or other changes in the work methods of Evoenergy or changes in the nature, extent or organisation of the functions of Evoenergy; or
 - c) the duties usually performed by the employee are to be performed at a different locality, the employee is not willing to perform duties at the locality and the Chief Executive has determined the provision of this clause apply to that employee.

79. Voluntary Retrenchment

- 79.1. Subject to clause 78.4, Evoenergy may, after undertaking consultation in accordance with clause 78, invite employees to volunteer to be retrenched in accordance with this clause.
- 79.2. Where Evoenergy invites an employee to volunteer to be retrenched, the employee will have one month to advise Evoenergy of their decision. Evoenergy will not give the employee notice of retrenchment before the end of this one month period.
- 79.3. Evoenergy will, in its discretion, decide whether to accept or decline an application for voluntary retrenchment.
- 79.3. Employees who may be considering voluntary redundancy should seek financial advice prior to making their decision. Evoenergy will reimburse (on production of receipts) up to \$600 per employee for such financial advice.

- 79.4. Nothing in this Agreement will prevent Evoenergy from inviting employees whose positions are not excess to requirements from expressing interest in voluntary retrenchment, in accordance with this clause, if such retrenchment would permit the redeployment of employees whose positions are excess to requirements and who do not wish to be voluntarily retrenched.

Notice of termination

- 79.5. If Evoenergy approves an application for voluntary retrenchment, the employee will be given five weeks' notice (or payment in lieu of notice). Evoenergy may require an employee to work for part of the notice period and provide the employee with payment in lieu of the balance of the notice period.
- 79.6. Any payment in lieu of notice will be calculated based on the salary that the employee would have received had they been on annual leave during the notice period or the unexpired portion of the notice period (as appropriate).

Redundancy pay

- 79.7. An employee retrenched in accordance with this clause 79 will, on termination, be paid a sum equal to:

- (a) 4 weeks salary for the first completed year and 3 weeks' salary for each subsequent completed year of continuous service; plus
- (b) a pro rata payment for each full month of service in any period of less than 12 months continuous service,

subject to a minimum payment of four weeks' salary and a maximum payment of 87 weeks' salary.

- 79.8. For the purpose of calculating any payment under clause 79.7:

- a) where an employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which they receive notice of retrenchment, the salary level will be the employee's salary in the higher position at that date; and
- b) where an employee, during 50% or more of the pay periods in the 12 months immediately preceding the date on which they receive notice of retrenchment, has been paid a loading for shift work, the weekly average amount of shift loading received by the employee during that 12 month period will be counted as part of the employee's weekly salary.

- 79.9. If an employee volunteers to be retrenched, and Evoenergy agrees to this, the employee will not be entitled to access entitlements provided for in clause 80.

80. Involuntary Retrenchment

- 80.1. If an employee is retrenched, other than in accordance with clause 79, they will be entitled to receive a severance payment as calculated in accordance with the table below. The payment will be based on the employee's base rate of pay for their standard weekly hours of work at the time their employment is terminated.

Full years of continuous service	Employees who are under 45 years of age at the date of termination <u>and</u> less than 20 years' service	Employees who are 45 years of age or older <u>or</u> with more than 20 years continuous service at the date of termination
1	31 weeks	57 weeks
2	31 weeks	57 weeks
3	31 weeks	57 weeks
4	31 weeks	57 weeks
5	31 weeks	57 weeks
6	31 weeks	57 weeks
7	31 weeks Plus 4 weeks per year	57 weeks
8	35 weeks	57 weeks
9	39 weeks	57 weeks
10	43 weeks	57 weeks
11	47 weeks	57 weeks
12	51 weeks	57 weeks
13	55 weeks	57 weeks Plus 4 weeks per year
14	59 weeks	61 weeks
15	63 weeks	65 weeks
16	67 weeks	69 weeks
17	71 weeks	73 weeks
18	75 weeks	77 weeks
19	79 weeks	81 weeks
20		85 weeks
21		89 weeks
22		93 weeks
23		96 weeks
24		96 weeks
25		96 weeks
26		96 weeks
27		96 weeks
28		96 weeks
29		96 weeks
30		96 weeks
31		96 weeks
32		96 weeks
33		96 weeks
34		96 weeks
35		96 weeks
36		96 weeks
37		96 weeks
38		96 weeks
39		96 weeks
40		96 weeks

81. Leave and Expenses to Seek Employment

- 81.1. An employee will, from the date they receive written notice of termination from Evoenergy, be entitled to take leave with full pay to attend job interviews. The amount of leave will be determined by agreement between the employee and their supervisor.
- 81.2. The employee will be entitled to reimbursement of reasonable travel and incidental expenses incurred in attending an interview, provided that those expenses are not met by the prospective employer.

82. Re-employment

- 82.1. If an employee is retrenched, no employer party to this Agreement will employ, or engage in any other capacity (including as an independent contractor), the employee for at least 12 months following the retrenchment.

N. DISPUTE PREVENTION AND RESOLUTION

83. Dispute Prevention and Resolution

83.1. If a dispute relates to:

- a) a matter arising under this Agreement; or
- b) the National Employment Standards,

this clause sets out procedures to settle the dispute.

83.2. The persons and organisations covered by this Agreement agree to facilitate the constructive and speedy resolution of any grievance or issue of concern at the workplace to which these procedures apply.

83.3. The persons and organisations covered by this Agreement agree to undertake all necessary steps to ensure that all relevant issues receive prompt attention and are resolved by the internal settlement of the issues.

83.4. Every effort will be made to ensure that Stages 1, 2 and 3 (described below) are completed within seven working days of a dispute being raised, and to prevent escalation of any dispute.

83.5. During any dispute process conducted under this clause, employees may be represented by a representative of their choice at any stage of the dispute resolution procedure.

Stage 1

83.6. The employee and/or union delegate must provide the employee's immediate supervisor with a completed " Evoenergy Grievance Report Form" which:

- a) describes the substance of the dispute;
- b) requests a meeting or bilateral discussion; and
- c) describes the remedy sought.

83.7. If Evoenergy wishes to raise a dispute, it will do so by providing the relevant employee(s) and organisations covered by this Agreement with written notice.

83.8. The parties should attempt to settle the dispute at the workplace level.

Stage 2

83.9. If the dispute cannot be resolved in Stage 1, the employee and/or delegate must meet with the next level of management.

Stage 3

83.10. If the dispute cannot be resolved in Stage 2, the employee and/or relevant union organiser (or delegate) will meet with management and the General Manager.

Stage 4

- 83.11. If the dispute cannot be resolved in Stage 3, the employee or union organiser (as appropriate) will meet with the General Manager People and Legal (or their delegate) and the General Manager.

Stage 5

- 83.12. If the dispute cannot be resolved in Stage 4, a party to the dispute may refer it to the Fair Work Commission (FWC).
- 83.13. The FWC will refrain from further dealing with the dispute and dismiss the dispute where the initiating party has applied, or applies, to have the dispute reviewed by a court or tribunal.
- 83.14. Subject to clause 83.13, the FWC may deal with a dispute referred to it under clause 83.12 in two stages:
- a) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - b) if the FWC is unable to resolve the dispute at the first stage, it/they may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.
- 83.15. Subject to any appeal, the parties to the dispute agree to be bound by any decision or direction made by the FWC in accordance with this clause.
- 83.16. Each party to the dispute will bear its own costs, including but not limited to, the costs associated with being represented in proceedings before the FWC.
- 83.17. While the parties to a dispute are trying to resolve the dispute using the procedures in this clause:
- a) An employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health and safety; and
 - b) An employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe;
 - ii. applicable occupational health and safety legislation would not permit the work to be performed;
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.

84. Discipline Procedure for Misconduct

- 84.1. Misconduct is when an employee behaves in a way that is a dereliction of duty or is wilful conduct that is unsatisfactory by the standards Evoenergy has a right to expect from employees.
- 84.2. Examples of behaviour which may be considered as possible misconduct include:
- (a) conduct which is an impediment to the satisfactory performance of the work of the employee or other employees of Evoenergy;
 - (b) failure to comply with a reasonable instruction given by a person in line management of the employee;
 - (c) bullying behaviour that may be reasonably perceived as harassing, intimidating, overbearing or physically or emotionally threatening, or other unsatisfactory conduct;
 - (d) an action of the employee which is prejudicial to the general health or safety of other employees or members of the public; and/or
 - (e) conduct of the employee that results in a conviction, sentence or other order imposed by a court which restricts the activities of the employee in a manner that constitutes an impediment to the employee carrying out their duties.

General Discipline Procedure for Misconduct

- 84.3. A clear and effective discipline procedure is fundamental in achieving efficiency, safety and sound employee relations. Disciplinary action is normally only necessary where the informal counselling of an employee has been unsuccessful. The most effective method of correcting inappropriate behaviour is by rewarding or acknowledging appropriate behaviour.
- 84.4. The following disciplinary procedure shall be applied in the event of an employee's misconduct.

Stages of Discipline

- 84.5. Depending on the seriousness of the misconduct, the disciplinary procedure may be initiated at any stage 1, 2 or 3, or may involve summary dismissal. Where demotion or dismissal may be contemplated, a full investigation of the circumstances should be undertaken, with the employee and union able to confront and counter any evidence of the misconduct.

Stage 1 - Counselling

- 84.6. In this stage, the employee's supervisor will attempt to establish if there are reasons behind the misconduct. The supervisor must make a genuine attempt to understand the employee's behaviour. Having genuinely attempted to establish the cause of the misconduct, the supervisor can ascertain whether or not Evoenergy is able to assist the employee. The employee (and their representative, if any) should be informed on completion of this stage.

Stage 2 - First Warning

- 84.7. Where misconduct is repeated or continues, the employee will be given a formal written warning by management which indicates clearly to the employee.
- (a) what is expected and required of them;
 - (b) description of the misconduct;
 - (c) that they must not engage in the misconduct;
 - (d) what Evoenergy will do to support them; and
 - (e) what the consequences will be if they engage in misconduct again.
- 84.8. This warning is to be issued in the presence of:
- (a) the employee's Supervisor or Group Manager; and
 - (b) the relevant union organiser or delegate if requested by the employee.
- 84.9. In the event that there is no repetition of misconduct for a period of six months, the warning will lapse.

Stage 3 - Final Warning

- 84.10. This is the final written warning before further action is taken by management. The employee is informed in writing that if, after the completion of an investigation and consultation with the employee's union if requested by the employee, there is a repetition of misconduct, the employee will be subject to appropriate disciplinary action, which is limited to suspension, demotion, transfer or dismissal.
- 84.11. This final written warning is also to be given in the presence of:
- (a) the employee's Supervisor or Group Manager; and
 - (b) the relevant union organiser or delegate if requested by the employee.
- 84.12. In the event that there is no repetition of misconduct for a period of 12 months, the warning will lapse.

Repetition of Misdemeanours After Lapse of Warnings

- 84.13. Should the employee, through their actions, indicate a failure to improve performance, and appear to be abusing the warning system.
- (a) the situation will then be resolved through discussion between the General Manager, General Manager People and Legal, relevant employee and, if requested by the employee, the relevant union organiser or delegate; and
 - (b) the use of ongoing warnings to the employee will be reviewed.

Degrees of Discipline

- 84.14. Appropriate disciplinary action must be chosen for each misdemeanour. Different circumstances in each case make it impossible to generalise about which action is appropriate. Listed below however, are some guidelines for the assistance of supervisors.
- 84.15. **Minor misconduct** - work through all stages of disciplinary process from stage 1, for example:
- (a) continued absenteeism;
 - (b) poor time keeping;
 - (c) minor breach of safety regulation; or
 - (d) leaving workplace without permission.
- 84.16. **Serious misconduct** - where it may be appropriate to bypass the counselling stage and commence the process at stage 2 or 3, depending on the circumstances. It may be necessary to give a first or last warning to the employee, for example in cases of:
- (a) negligence;
 - (b) malingering; or
 - (c) abusing or intimidating other members of staff or the public.
- 84.17. **Conduct that might be unlawful** - where it may be necessary to proceed to summarily dismiss employee, for example:
- (a) major breach of safety requirements (e.g. deliberate contravention of permit procedures);
 - (b) deliberately damaging Evoenergy property and/or personal property;
 - (c) fraud (e.g. falsifying documents);
 - (d) assaulting other members of staff or the public; or
 - (e) theft.

Protective Clothing and Equipment

- 84.18. All employees must wear and use such protective clothing as is required to ensure safe performance of work. The current arrangements for the quantity issued and its replacement will continue. The HSE committees in each area will make recommendations to management on changes to protective clothing and equipment and the quantity to be issued to improve safe performance of work.
- 84.19. The following disciplinary procedure will apply in situations where employees cannot provide any good reason for not wearing and/or using prescribed clothing and/or equipment.

First Offence:

- (a) the employee will be immediately suspended, without pay, and will not be allowed to resume any duty until they are properly attired with the prescribed protective clothing and equipment for the duties to be performed;
- (b) the employee will be counselled by their appropriate manager and warned of the consequences of a further breach of rules on the use of protective clothing or equipment;
- (c) the matter will be formally recorded and acknowledged by the employee. Details will then be placed on the employee's personal file, with a copy being forwarded direct to the employee; and
- (d) in the event that there is no repetition of inappropriate behaviours for a period of 12 months, the warning will lapse.

Second Offence:

- (e) the employee will be immediately suspended, without pay, and will not be allowed to resume any duty until they are properly attired with the prescribed protective clothing and equipment for the duties to be performed;
- (f) the employee will be counselled by their appropriate supervisor and Group Manager and advised that dismissal may result if the employee is guilty of a further breach of protective clothing or equipment requirements;
- (g) the matter will be formally recorded and acknowledged by the employee. Details will then be placed on the employee's personal file, with a copy being forwarded direct to the employee; and
- (h) in the event that there is no repetition of inappropriate behaviours for a period of 12 months, the warning will lapse.

Third Offence:

- (i) the employee will be immediately suspended without pay;
- (j) a report will be provided to the General Manager detailing all previous counselling provided to the employee as a result of the employee's failure to adhere to the requirements of this Agreement; and
- (k) on the basis of this report, the surrounding circumstances and all other relevant information, the General Manager may dismiss the employee.

85. Managing Unsatisfactory Performance

- 85.1. For the purposes of this clause, unsatisfactory performance occurs when an employee does not perform their job to a satisfactory standard due to lack of competency, skill, knowledge, or understanding of their position. It does not mean unsatisfactory performance that is the result of misconduct.
- 85.2. The process of performance management is not intended to punish an employee, but to assist the employee to overcome performance problems and satisfy job expectations.

- 85.3. Employees are entitled to a position description that clearly states the requirements of their position.
- 85.4. Employees are responsible for performing their positions effectively and efficiently to a standard that is at least satisfactory.
- 85.5. If an employee is assessed by their supervisor or manager as not performing their position to a satisfactory standard, the following stages apply.

Stage 1

- 85.6. Counsel the employee about their performance and attempt to ascertain their understanding of the requirements.
- 85.7. Attempt to ascertain whether there are any work-related or non-work issues contributing to the poor performance.
- 85.8. Develop a performance management plan designed to give the employee an opportunity to improve and demonstrate that improvement.
- 85.9. The performance management plan must provide a time frame for improvement of at least 8 weeks up to a maximum of 6 months having regard to the performance problems and the circumstances and relevant details of the employment.
- 85.10. The performance management plan must be specific. It should include, but is not limited to, one or more of the following strategies:
 - (a) coaching or mentoring by a senior or more experienced employee;
 - (b) additional training relevant to the performance problem;
 - (c) short term specific tasks with clearly defined outcomes which must be satisfactorily achieved by the employee;
 - (d) short term transfer to another work area to gain skills relevant to the performance problem;
 - (e) counselling through the employee assistance program;
 - (f) a warning that failure to improve within the required time frame may lead to:
 - i. transfer to another job or work area;
 - ii. demotion; or
 - iii. termination of employment.

Stage 2

- 85.11. If an employee fails to improve their performance to a satisfactory standard, Evoenergy may:
 - (a) transfer the employee to another job or work area if a suitable vacancy exists, having regard to the employee's capabilities and motivation;

- (b) demote the employee to a position if a suitable vacancy exists, having regard to the employee's capabilities and motivation; or
- (c) terminate the employee's employment once it is demonstrated that the employee, having received appropriate support, is unwilling or unable to improve.

85.12. The following pre-requisites are necessary before a termination of employment can occur:

- (a) a performance management plan must have been developed and implemented specific to the employee's unsatisfactory performance;
- (b) a reasonable time frame, of at least 8 weeks up to a maximum period of 6 months having regard to the performance problems and the circumstances and relevant details of the employment, must have been provided to the employee for them to demonstrate improvement to a satisfactory standard; and
- (c) the employee must have been previously warned that failure to reach a satisfactory standard of performance within the required time frame may lead to termination of employment.

85.13. This clause will apply to employees on probation except that the maximum time frame to demonstrate improvement to a satisfactory standard will be 2 weeks during the probationary period.

86. Appealing Management Decisions

86.1. Employees may appeal certain decisions taken by management in accordance with the following provisions.

Discipline Appeal

86.2. An employee who has been disciplined has the right of appeal under the appeal provisions at clause 86.4 of the Agreement with the employee having a period of 14 working days to lodge an appeal.

Promotional Appeals

86.3. An employee may appeal against the promotion of another employee to a position within Evoenergy subject to the following conditions:

- (a) An appeal may only be made where the appellant was an applicant for the advertised position;
- (b) An appeal may only be made against a promotion to an appealable position; positions equivalent to or above the top of Evoenergy Level 4 Zone A (see Part 2 of Schedule B) are not appealable;
- (c) The only ground of appeal is that of greater efficiency. In this context, greater efficiency shall include consideration of all relevant matters including experience, qualifications and demonstrated ability/competence;
- (d) There is no appeal against the appointment of an external candidate to any position within Evoenergy.

An appeal must be lodged in writing to the General Manager People and Legal within 14 days of the promotion being notified in writing. The written appeal must provide full details, including the reasons why the appellant believes they have greater efficiency than the employee who was promoted to the position.

Grievance Appeal

- 86.4. An aggrieved employee may appeal a management decision, act or omission, relating to the application this Agreement or People and Legal Policies, with the employee having a period of 14 days from the date of the decision, act or omission to lodge an appeal.
- 86.5. The matters that may be considered include any current decision, act or omission, relating to the application of the People and Legal Policies, Procedures or Enterprise Agreement regarding a work related matter which any Evoenergy employee considers to be unjust, discriminatory or wrongful.
- 86.6. Employment conditions provided within the Enterprise Agreement are not subject to grievance appeals. Only the application of employment conditions are appealable.

Appeal Committee

- 86.7. A promotion or grievance appeal shall be processed in the following manner:
 - (a) The appeal shall be heard by an Evoenergy Appeal Committee comprising:
 - i. An independent Chair (Agreed by all parties)
 - ii. One person nominated by Evoenergy
 - iii. One person nominated by the relevant union;
 - (b) The nominees of Evoenergy and the employee must be persons who have no direct involvement in the matter which is the subject or proceedings; and
 - (c) Proceedings before the Evoenergy Appeal Committee shall be conducted in such a manner as the Appeal Committee considers appropriate. The Appeal Committee is to conduct its proceedings in as informal a manner as possible, with due regard to procedural fairness and the principles of natural justice.
- 86.8. The Appeal Committee shall provide a recommendation to the Chief Executive, who shall review all Committee findings and make a decision on the outcome.

87. Charter of Unions Rights and Responsibilities

- 87.1. Evoenergy shall be able to:
 - (a) Expect that employees, be they Union Delegates or not, will perform the job in which they are employed.
 - (b) Be given reasonable notice by Union Delegates that they intend to carry out their Union duties.
 - (c) Expect that Union Delegate(s) shall not be able to claim or be paid overtime for attendance at Delegates meetings.

87.2. Union Delegates' duties/activities include:

- (a) Assisting and representing Employees in workplace relations matters including grievances, disputes, disciplinary action at workplace; and
- (b) Keeping Employees informed of workplace relations matters and providing advice and information; and
- (c) Working with the Employees and the Evoenergy to resolve issues; and
- (d) Speaking on behalf of Union members in the workplace;
- (e) Representing the interests of members in their workplace to the Union, the Company and Industrial tribunals and Courts; and
- (f) Participating in bargaining for an agreement to replace this agreement; and
- (g) Discuss with the new Employees the benefits of Union membership and their rights under this agreement
- (h) Giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts.
- (i) Unions covered by this Agreement must ensure that their workplace delegates will act at all times to further the objectives of this Agreement.
- (j) Where there is a situation of multiple union coverage of a class of employees, the relevant unions will act collectively in the best interests of their members.

87.3 Union Delegates' rights include:

- (a) To be treated fairly and to perform their role without discrimination in their employment;
- (b) Recognition that Union endorsed Union Delegate/s will speak on behalf of Union members in the workplace;
- (c) A union delegate who raises a dispute under clause 83, or who is appointed as an employee's representative for the purposes of the dispute resolution process set out in clause 83, will be released from duty so that they can participate in that process.
- (d) The right to reasonable paid time to participate in the operation of the Union during normal working hours;
- (e) The right to be advised of the time, date, and location of inductions for new employees and attend these inductions for new employees and being provided paid time to discuss with the new Employees the benefits of Union membership and their rights under this agreement.

87.3. Union Activities Leave

- (a) In an attempt to reduce the number of disputes that occur in the workplace and streamline the dispute resolution process, Evoenergy will, subject to the conditions set out in this clause, release delegates on full pay to attend Union endorsed training and forums.

- (b) Each union delegate will be entitled to access paid leave in accordance with the provisions of this clause, up to a maximum of 5 days for each year. Where a union delegate holds an elected office in their union (provided the union is party to this agreement) the union delegate may have access to an additional 3 days of leave for each year to attend duties associated with their office holder obligations, for example attend executive, state council or committee of management meetings. This leave will be provided for Evoenergy employees to use as union leave to attend union training, committees or conferences. This leave is non-cumulative. Additional leave may be granted by approval of the General Manager.
- (c) To access this leave Evoenergy will be provided with 6 weeks notice in writing of such training/forums/activities and the name of the delegate/s (or member/s) required to attend unless otherwise agreed.
- (d) Having regard to operational requirements and other business needs of Evoenergy, Evoenergy may approve leave without pay for up to a period of three (3) months for union delegates to undertake project work for their union.

87.4. Paid Union Meetings

- (a) The Unions party to this agreement may schedule a maximum of four (4) paid one (1) hour meetings per workplace per annum at a time to suit Evoenergy's operational requirements to discuss matters directly relating to the employment relationship.
- (b) A further two (2) one hour paid meetings per workplace may be scheduled in the calendar year in which this Agreement nominally expires, subject to Evoenergy's operational requirements.
- (c) These meetings must start at the commencement of ordinary hours of work for that location or immediately prior to the conclusion of ordinary hours of work unless otherwise agreed. In recognition of Evoenergy's requirements to notify customers of planned outages, 6 weeks written notice of the meeting is to be provided unless otherwise agreed.

87.5. Union Delegate Resources

- (a) Evoenergy shall provide reasonable access to resources such as phone, photocopier, filing cabinet, internet, vehicle and Company notice boards. This is to allow elected Union delegates to carry out their role and activities that are directly related to matters that pertain to the employment relationship between the Company, Employees, and the Union.
- (b) The Company will respect the privacy of the delegate's use of the resources.

O. SCHEDULES

Schedule A – Employment Conditions – Electrical and Control Room Workers

1. Attraction and Retention Allowance

- 1.1 Employees classified as Electrical Workers, appointed Electrical Worker trainers within Training Services who possess the required electrical trade qualification Professional Officers and or Technical Officers will be paid a weekly All Purpose Allowance.
- 1.2 The amount of the allowance for each classification is set out in Schedule C.
- 1.3 The parties agree to consider, and if agreed apply, an attraction and retention allowance to any work classification where there is a difficulty in recruiting and retaining skilled staff.

2. Thirty-Six Hour Week

- 2.1 This clause applies to employees classified as Electrical Workers.
- 2.2 The standard hours of work of employees referred to in clause 2.1 will be 36 hours per week, to be worked over:
 - (a) eight consecutive hours per day (exclusive of meal breaks) between the hours of 6:00am and 6:00pm; and
 - (b) a nine day fortnight with one rostered day off (RDO) per fortnight.
- 2.3 The spread of hours referred to in clause 2.2 (a) may be altered by mutual agreement between Evoenergy and the employees concerned.

The starting and finishing times within the spread of hours will be in accordance with the arrangements Evoenergy has in place on the date this Agreement commences operation. These starting and finishing times may be altered by either mutual agreement or after fulfilling the consultation requirements as set out in clause 12.10 in Part D of this agreement.

3. Electrical Worker Arrangements

- 3.1 The Electrical Worker Competency Matrix is supported by Evoenergy's competency framework.

Electrical Worker over 21 Apprentice (Lineworker, Cablejointer, Electrical Fitter Stream) Progression

- 3.2 The apprenticeships will align with National Competency Standards. The pay rates are at Schedule B (Part 1).

Electrical Worker Under 21 Apprentice (Lineworker, Cablejointer, Electrical Fitter Stream) Progression

- 3.3 The apprenticeships will align with National Competency Standards. The 'Under 21' apprenticeship rates are set out in Part 1 of Schedule B.

- 3.4 Existing employees who are selected to participate in the apprenticeship will be paid at their substantive rate. Employees with substantive rates that exceed the apprenticeship rate will not receive advancement while their substantive rate exceeds the agreed work experienced apprenticeship rate. Existing employees that do not / cannot achieve the required competencies identified in the apprenticeship will be returned to pre-apprenticeship duties.

Electrical Worker Competency Framework

Rationale and objectives

- 3.5 The Electrical Worker Competency Framework (EWCF) supports electrical workers to develop the skills and knowledge within their technical field it provides non trade and trade qualified electrical workers with a transparent career and development pathways.
- 3.6 Progression is detailed in the “Electrical Workers Competency Framework Manual” for trade and non-trade streams. Any change to the Enablers will be made in consultation with the EWCF Steering Committee.

The features of the EWCF are:

- (a) it provides a skill-based career structure and development opportunities for all Electrical Workers;
- (b) it identifies and targets training requirements;
- (c) participation is voluntary;
- (d) Existing Electrical Workers which transfer to the EWCF 2016 Framework enter and progress through the EWCF 2016 from their current level. When transitioning a verification of competency against core skills may be required if entering above entry level.

EWCF processes and the role of Steering Committee

- 3.7 The EWCF will be updated as required by the approval of the EWCF Steering Committee who will have custody of and responsibility for the master copy of the framework.
- 3.8 Any change to the current competency progression in the EWCF will be determined by the EWCF Steering Committee. The respective trade and non-trade frameworks are subject to change, expansion and creation by the decision of the EWCF Steering Committee.
- 3.9 All training and assessment processes, business rules, claims and procedures will be applied in accordance with the “Electrical Worker Competency Framework Manual”. Any change to the Manual will be made in consultation with the EWCF Steering Committee.
- 3.10 All employees must have at least one performance review per annum. Employees who do not receive the opportunity to gain sufficient competencies to progress their salary within 12 months of their previous performance review will receive an advance in salary. Employees that cannot demonstrate competence to progress their salary will remain at their current salary level until competence is achieved.

- 3.11 Pay progression will be effective from the date of a competency being achieved. The salaries applicable to each pay point/pay band are detailed at Schedule B (Part 1).
- 3.12 Employees are required to use skills/competencies that they are recognised as having while carrying out duties during normal hours and overtime hours worked.

Evoenergy Learning Services team Responsibilities

- 3.13 The respective trades and non-trades frameworks containing the units of competence for progression through the classification levels will be maintained by Evoenergy Learning Services.

4. Rostered Days Off

- 4.1 RDOs will be rostered to meet work requirements, including the need to provide customer service Monday to Friday (excluding public holidays) every week of the year.
- 4.2 RDOs will be agreed for each calendar year. Rostered RDOs may be changed following consultation between the relevant management and employees, provided that the affected employees are notified at least 2 weeks before any changes are made.
- 4.3 Where Electrical Workers agree to work on their RDO, they will be entitled to take a day in lieu at a time agreed with Evoenergy.
- 4.4 Employees who previously worked on a nine day fortnight and who choose to work in a different position that does not include a nine day fortnight will no longer be entitled to a nine day fortnight in the different position.
- 4.5 Employees whose substantive positions are based on a nine day fortnight and who perform higher duties in positions that are not nine day fortnight positions will be paid at the base salary rate of the higher position and retain the terms and conditions of their substantive position.

5. On-call Rosters

- 5.1 The employees, unions and Evoenergy agree that:
 - (a) operational requirements dictate the necessity for continuous 24/7 availability of Electrical Workers in certain fields;
 - (b) the coverage arrangements must be robust enough to cover normal on-call demand; and
 - (c) they will work together to explore rostering systems and any variation of rostering systems that enable the workload to be spread equitably.
- 5.2 Employees who are rostered on-call and called out on their RDO are to be paid at the appropriate overtime rates unless it is mutually agreed with their manager that they move the RDO to another day within the fortnight when they are not on-call.

- 5.3 For the purpose of identifying the entitlement to a callout payment at clause 49 of this Agreement, the arrangements in Evoenergy are that the callout commences from the time Control notifies the on-call person to do a job or jobs until the time the on call person informs Control that the job or jobs have been completed and Control has no other job or jobs for them to do during this callout.
- 5.4 If an on-call person finishes a job on a callout and advises Control that they have finished the job and Control provides the on-call person with another job or jobs, these jobs will be part of the same callout.
- 5.5 In the event that an employee is unable to perform rostered on-call duty due to being ill or on authorised leave the onus is on management to find a replacement for the employee.'

6. Public Holidays – Shift Workers Metering

- 6.1 Where, in a cycle of shifts on a regular roster, an employee is required to perform rostered duty on each day of the week, that employee shall, in respect of a public holiday which occurs on a day on which the employee is rostered off duty, be granted, if practicable, within one month after the holiday, a day's leave in lieu of that holiday.
- 6.2 Where, in any case, it is not practicable to grant a day's leave, the employee shall be paid one day's pay at their standard rate.

Control Room Workers

7. General

- 7.1 The terms and conditions outlined herewith as Control Room Workers apply only in respect to employees in the positions of:
- (a) Low Voltage (LV) Network Controller,
 - (b) Network Outage Coordinator, or
 - (c) Network Controller.
- 7.2 Control Room Workers will work to a flexible roster to maintain a 24 hour per day, 7 day per week service at required levels, including overtime and call-outs and group meetings as required.

8. Shift Roster Hours

- 8.1 The roster is arranged in Morning, Day, Night, Relief and Spare shifts. Standard hours of the shift roster will be 36.75 hours per week or an average of 36.75 hours per week over a rostered shift cycle, including public holidays when rostered off.

9. Shifts

- 9.1 Day and Night shifts will be in blocks of 12 hours. The shift working hours will be:
- (a) 07:00 – 19:00 (Day shift); and
 - (b) 19:00 – 07:00 (Night shift).

- 9.2 The Network Outage Coordinator shift working hours will be:
- (a) 07:00 – 16:00 (Morning shift); and
 - (b) 07:00 – 19:00 (Day shift).
- 9.3 A Network Controller will work Day and Night shifts as per clause 9.1.
- 9.4 A Network Controller will work Spare and Relief Shifts as per clause 11 and 12.
- 9.5 A LV Network Controller will work Day shifts as per 9.1(a) and Spare shifts as per clause 11.

10. Handover

- 10.1 At the end of each 12 hour shift the off going Control Room Worker will give a handover of 15 minutes to the oncoming Control Room Worker. The oncoming Control Room Worker will be on site to receive the handover 15 minutes before the commencement of the shift. The handover is included in the annualised salary.
- 10.2 A handover will be required for the Network Outage Coordinator day shifts.

11. Spare Shifts

- 11.1 Spare shifts will be in blocks of 8 hour shifts during which the Control Room Worker will undertake duties including, but not limited to, project work, training, and the provision of coverage for other rostered Control Room Workers.
- 11.2 Management may request the Spare shift Control Room Worker to cover absenteeism on the shift roster. An employee will not unreasonably withhold their agreement to such a request.
- 11.3 After the rostered hours for each week are worked, any additional hours worked during that week will be paid at 1.5 times the hourly rate of the annualised salary for a Network Controller. Any additional hours worked during that week for a LV Network Controller and Network Outage Coordinator will be paid in accordance with clause 45.1 of this Agreement.
- 11.4 Spare shift hours will generally be rostered between 07:00 and 15:00, Monday to Friday. The actual rostered hours of duty will be the hours which best meet operational requirements. The Control Room Worker may vary their start and finish times with the agreement of management.
- 11.5 Control Room Workers on Spare shift may be requested (as per clause 11.2) to continue work to provide coverage for absenteeism on the Day shift or to finish work early and return to provide coverage for absenteeism on the Night shift.
- 11.6 Should a Control Room Worker on Spare shift be required to work Morning, Day or Night shift:
- (a) shift penalties for the standard hours worked on the Spare shift are included in the annualised salary; and

- (b) overtime provisions will apply to the hours worked after the standard hours of the Spare shifts have been worked or when less than seven days' notice have been given to provide coverage as per clause 11.1.

- 11.7 Control Room Workers working shifts as per clause 8.1 will participate in a 24/7 on call roster from the date this Agreement commences operation and their participation will entitle them to benefits at clause 48, and clause 52 of the Enterprise Agreement.

12. Relief Shifts

- 12.1 The 7-person roster is intended, and has been designed, to provide a period of relief from the structured and inherently inflexible demands of shift work. The ongoing implementation of the 7-person roster, with the inclusion of the Relief Shift as a feature of the roster, provides an opportunity to accommodate flexible working arrangements by mutual agreement. This may include flexible working hours and working from home.
- 12.2 Management may request the Control Room Worker on Relief shift to cover absenteeism on Day or Night shift. Where the Control Room Worker has been requested to cover for absenteeism on any Day or Night Shift, the worker will be entitled to be paid overtime for the shift covered at the applicable overtime penalty rate or accrue the time as TOIL. The preferred option of payment shall be agreed upon mutually between the manager and the Control Room Worker.
- 12.3 For an entire weekday day shift cover, the relief shift overlapping work hours should be paid at the performed shift penalties rate and any additional hours worked will be paid as per clause 11.3.
- 12.4 For night shift and all weekend day cover the relief shift will be paid at the performed shift penalties rate and overtime for all hours worked as per clause 11.3
- 12.5 Relief shift hours will generally be rostered between 07:00 and 15:15. The actual rostered hours and days of duty will be the hours which best meet operational requirements. The Control Room Worker may vary their start and finish times with the agreement of management.

13. Salary

- 13.1 Control Room Workers will be paid an annualised salary. The annualised salary includes payment for:
 - (a) all rostered shifts;
 - (b) all penalties for rostered shifts;
 - (c) payment for public holidays that fall on rostered days and on days not rostered to work;
 - (d) payment for hand-over periods, 30 minutes for each Day and Night shift;
- 13.2 Control Room Workers shall be paid an all-purpose annualised salary component as follows.
 - (a) Network Controller 36%

(b) LV Controller 13%

(c) Outage Coordinator 13%

- 13.3 An employee who commences employment with Evoenergy after this Agreement comes into operation will have a salary review six months after the employee's commencement date.

Overtime Payment

- 13.4 All overtime hours worked by a Network Controller shall attract payment at the rate of 1.5 times the hourly rate (based on the Control Room Worker's annualised salary) for actual time worked.
- 13.5 If a Control Room Worker is called in to attend work and the period does not coincide with a rostered shift, a Network Controller will be paid for actual time worked at 1.5 times their hourly rate (based on their annualised salary), subject to a minimum payment of 4 hours.
- 13.6 All overtime hours worked by a LV Network Controller and Network Outage Coordinator will be paid in accordance with clause 45.1

Higher Duties

- 13.7 In the event a Network Outage Coordinator covers planned or unplanned leave for a Network Controller within their usual shift pattern, the Network Outage Coordinator will be paid Mixed Functions (Higher Duties) Allowance in accordance with clause 33 equivalent to the base annualised salary rate of a Network Controller for the duration of the hours worked. Where coverage of the Network Controller duties continues beyond the Network Outage Coordinators usual hours of work, overtime would also apply.

14. Leave

- 14.1 Where a Control Room Worker takes leave while on:
- (a) a 12 hour Day or Night shift roster, 12 hours will be deducted from the Control Room Worker's relevant leave accrual for each day of leave taken; or
 - (b) a Morning, Relief or Spare shift rostered hours will be deducted from the Control Room Worker's relevant leave accrual for each day of leave taken.
- 14.2 A Control Room Worker must provide Evoenergy with a medical certificate where they are absent on personal leave of more than three consecutive shifts.

15. Public Holidays

- 15.1 Control Room Workers who are rostered on a Spare shift that falls on a public holiday may, depending on operational requirements, be requested to:
- (a) be available for duty; or
 - (b) attend for duty,
- on that day.

- 15.2 If the Control Room Worker who is rostered on a Spare shift that falls on a public holiday and does not agree to be available for duty on a public holiday, there will be no deduction from the Control Room Worker's leave balance.
- 15.3 If the Network Controller who is rostered on a Spare shift or Relief shift that falls on a public holiday and works on a public holiday, they will be paid a public holiday penalty for actual time worked at 1.5 times their hourly rate (based on their annualised salary).
- 15.4 If the LV Network Controller who is rostered on a Spare shift that falls on a public holiday and works on a public holiday, they will be paid a public holiday penalty for actual time work in accordance with clause 45.1 of this Agreement (based on their annualised salary).

16. Emergency Duty

- 16.1 If a Control Room Worker is required to work without having a ten hour break between the end of a period of overtime and the commencement of their next rostered shift, the actual time worked from the commencement of the next rostered shift until the Control Room Worker is released from duty for ten consecutive hours (inclusive of travel time) will be paid overtime at the rate of 2 times the hourly rate of the annualised salary for each hour worked.
- 16.2 If a Control Room Worker is recalled to duty without notice and the period does not coincide with a rostered shift, the Control Room Worker may claim reimbursement of private vehicle travel costs. For further information refer to the relevant Evoenergy corporate procedure.
- 16.3 If a Control Room Worker is rostered to be on call, and is called out, a Network Controller will be paid for actual time worked at 1.5 times their hourly rate (based on their annualised salary), subject to a minimum payment of 4 hours. LV Network Controllers and Network Outage Coordinators will be paid overtime in accordance with clause 45 of the Enterprise Agreement.

17. Changes to the Roster

- 17.1 The specified roster shifts in clauses 8, 9, 11 and 12 will be subject to monitoring and review by management and the relevant unions and/or their workplace delegates.
- 17.2 Following consultation with these workplace representatives, management may adjust and revise work rosters as necessary due to operational requirements.
- 17.3 Any revision to the current roster may also require the annualised salary component listed at clause 13.2 to be recalculated. Any such recalculation will reflect the proposed roster and be based on the inclusions listed at clause 13.1.

Schedule B – Rates of pay

Part 1 – Employees on competency-based pay arrangements

Classification	1-Jul-22	1-Jul-23	1-Jul-24	1-Jul-25
		4.50%	3.50%	3.00%
ELECTRICAL WORKER				
Electrical Apprentices (Under 21)				
1st Year	\$38,319	\$40,043	\$41,445	\$42,688
2nd Year	\$46,509	\$48,602	\$50,303	\$51,812
3rd Year	\$57,518	\$60,106	\$62,210	\$64,076
4th Year	\$68,527	\$71,611	\$74,117	\$76,341
Level 3.1	\$69,235	\$72,351	\$74,883	\$77,129
Level 3.2	\$70,063	\$73,216	\$75,779	\$78,052
Level 3.3	\$70,880	\$74,070	\$76,662	\$78,962
Level 4.1	\$71,699	\$74,925	\$77,547	\$79,873
Level 4.2	\$72,679	\$75,950	\$78,608	\$80,966
Level 4.3	\$73,652	\$76,966	\$79,660	\$82,050
Level 4.4	\$74,695	\$78,056	\$80,788	\$83,212
Electrical Apprentices (Over 21)				
1st Year	\$72,916	\$76,197	\$78,864	\$81,230
2nd Year	\$73,894	\$77,219	\$79,922	\$82,320
3rd Year	\$74,871	\$78,240	\$80,978	\$83,407
4th Year	\$75,914	\$79,330	\$82,107	\$84,570

Level 5.1	\$77,082	\$80,551	\$83,370	\$85,871
Level 5.2	\$78,473	\$82,004	\$84,874	\$87,420
Level 5.3	\$79,863	\$83,457	\$86,378	\$88,969
Level 5.4	\$81,187	\$84,840	\$87,809	\$90,443
Level 6.2	\$82,508	\$86,221	\$89,239	\$91,916
Level 6.3	\$83,715	\$87,482	\$90,544	\$93,260
Level 6.4	\$84,914	\$88,735	\$91,841	\$94,596
Level 7.1	\$87,535	\$91,474	\$94,676	\$97,516
Level 7.2	\$89,017	\$93,023	\$96,279	\$99,167
Level 7.3	\$90,565	\$94,640	\$97,952	\$100,891
Level 7.4	\$92,211	\$96,360	\$99,733	\$102,725
Level 8.1	\$94,507	\$98,760	\$102,217	\$105,284
Level 8.2	\$96,157	\$100,484	\$104,001	\$107,121
Level 8.3	\$97,858	\$102,262	\$105,841	\$109,016
Level 8.4	\$99,637	\$104,121	\$107,765	\$110,998
Level 9.1	\$101,485	\$106,052	\$109,764	\$113,057
Level 9.2	\$103,255	\$107,901	\$111,678	\$115,028
Level 9.3	\$105,091	\$109,820	\$113,664	\$117,074
Level 9.4	\$107,014	\$111,830	\$115,744	\$119,216
Level 9.5	\$107,875	\$112,729	\$116,675	\$120,175

Level 9.6	\$110,593	\$115,570	\$119,615	\$123,203
Level 9.7	\$112,931	\$118,013	\$122,143	\$125,807
Level 10.1	\$116,514	\$121,757	\$126,018	\$129,799
Level 10.2	\$119,825	\$125,217	\$129,600	\$133,488
Level 10.3	\$122,976	\$128,510	\$133,008	\$136,998
Level 10.4	\$125,728	\$131,386	\$135,985	\$140,065
Level 10.5	\$129,342	\$135,162	\$139,893	\$144,090

Part 2 – Single salary spine structure

Classification		1-Jul-22	1-Jul-23	1-Jul-24	1-Jul-25
			4.50%	3.50%	3.00%
Evoenergy Level 1					
Office/Store Trainee/Vac Student					
Office/Vac Level 3		\$51,073	\$53,371	\$55,239	\$56,896
Office/Vac Level 4		\$57,383	\$59,965	\$62,064	\$63,926

Evoenergy Level 2 Zone A	Entry	\$63,049	\$65,886	\$68,192	\$70,238
	Midpoint	\$67,321	\$70,350	\$72,812	\$74,996
	Top	\$71,591	\$74,813	\$77,431	\$79,754
Evoenergy Level 2 Zone B	Entry	\$71,592	\$74,814	\$77,432	\$79,755
	Midpoint	\$75,863	\$79,277	\$82,052	\$84,514
	Top	\$80,134	\$83,740	\$86,671	\$89,271
Evoenergy Level 3 Zone A	Entry	\$80,135	\$83,741	\$86,672	\$89,272
	Midpoint	\$87,382	\$91,314	\$94,510	\$97,345
	Top	\$94,628	\$98,886	\$102,347	\$105,417
Evoenergy Level 3 Zone B	Entry	\$94,629	\$98,887	\$102,348	\$105,418
	Midpoint	\$101,873	\$106,457	\$110,183	\$113,488
	Top	\$109,117	\$114,027	\$118,018	\$121,559
Evoenergy Level 4 Zone A	Entry	\$109,118	\$114,028	\$118,019	\$121,560
	Midpoint	\$121,079	\$126,528	\$130,956	\$134,885
	Top	\$133,042	\$139,029	\$143,895	\$148,212

Evoenergy Level 4 Zone B	Entry	\$133,043	\$139,030	\$143,896	\$148,213
	Midpoint	\$145,004	\$151,529	\$156,833	\$161,538
	Top	\$156,964	\$164,027	\$169,768	\$174,861
Evoenergy Level 5 Zone A	Entry	\$156,965	\$164,028	\$169,769	\$174,862
	Midpoint	\$164,496	\$171,898	\$177,914	\$183,251
	Top	\$172,024	\$179,765	\$186,057	\$191,639
Evoenergy Level 5 Zone B	Entry	\$172,025	\$179,766	\$186,058	\$191,640
	Midpoint	\$179,553	\$187,633	\$194,200	\$200,026
	Top	\$187,081	\$195,500	\$202,343	\$208,413
Evoenergy Level 6 Zone A	Entry	\$187,082	\$195,501	\$202,344	\$208,414
	Midpoint	\$192,510	\$201,173	\$208,214	\$214,460
	Top	\$197,939	\$206,846	\$214,086	\$220,509
Evoenergy Level 6 Zone B	Entry	\$197,940	\$206,847	\$214,087	\$220,510
	Midpoint	\$203,365	\$212,516	\$219,954	\$226,553
	Top	\$208,792	\$218,188	\$225,825	\$232,600

Schedule C – Attraction and Retention Allowance

The Attraction and retention allowance will be increased in line with the Salary Increases described at clause 27.

With effect from the beginning of the first full pay period after 1 July 2023, a 4.5% increase will be applied:

Position type	Occupations	Parts of the Business with recruitment	Allowance (per week)	Allowance (per annum)
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		and retention problems		
EW6, EW7, EW8, EW9, EW10, LV Planners, Control Room Workers and appointed Vocational Educators and Trainers	Electrical Trades	Evoenergy	\$119.82	\$6,250.61
Electrical Worker Apprentice and Electrical Worker	Non-Trades	Evoenergy	\$72.59	\$3,786.78
Electrical Professionals	Engineering	Evoenergy	\$115.21	\$6,010.12
Electrical Technical Officers	Electrical Engineering	Evoenergy	\$115.21	\$6,010.12

With effect from the beginning of the first full pay period after 1 July 2024, a 3.5% increase will be applied:

Position type	Occupations	Parts of the Business with recruitment and retention problems	Allowance (per week)	Allowance (per annum)
EW6, EW7, EW8, EW9, EW10, LV Planners, Control Room Workers and appointed Vocational Educators and Trainers	Electrical Trades	Evoenergy	\$124.01	\$6,469.19
Electrical Worker Apprentice and Electrical Worker	Non-Trades	Evoenergy	\$75.13	\$3,919.28
Electrical Professionals	Engineering	Evoenergy	\$119.24	\$6,220.35
Electrical Technical Officers	Electrical Engineering	Evoenergy	\$119.24	\$6,2620.35

With effect from the beginning of the first full pay period after 1 July 2025, a 3.0% increase will be applied:

Position type	Occupations	Parts of the Business with recruitment	Allowance (per week)	Allowance (per annum)
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		and retention problems		
EW6, EW7, EW8, EW9, EW10, LV Planners, Control Room Workers and appointed Vocational Educators and Trainers	Electrical Trades	Evoenergy	\$127.73	\$6,663.25
Electrical Worker Apprentice and Electrical Worker	Non-Trades	Evoenergy	\$77.38	\$4,036.66
Electrical Professionals	Engineering	Evoenergy	\$122.82	\$6,407.11
Electrical Technical Officers	Electrical Engineering	Evoenergy	\$122.82	\$6,407.11

Schedule D – Single Salary Spine – Work Level Descriptors

BAND TWO WORK LEVEL DESCRIPTORS

BAND 2A Mercer Cullen Dell Points: 100-118

		1-Jul-22	1-Jul-23 4.5%	1-Jul-24 3.5%	1-Jul-25 3.0%
Evoenergy Level 2 Zone A	Entry	\$63,049	\$65,886	\$68,192	\$70,238
	Midpoint	\$67,321	\$70,350	\$72,812	\$74,996
	Top	\$71,591	\$74,813	\$77,431	\$79,754

Examples of Band 2A positions include:

Administration Assistant/Officer	Customer Service Representative
Billing Officer	Call Centre Operator
Customer Liaison Officer	Mailroom Officer

BAND 2B Mercer Cullen Dell Points: 119-137

		1-Jul-22	1-Jul-23 4.5%	1-Jul-24 3.5%	1-Jul-25 3.0%
Evoenergy Level 2 Zone B	Entry	\$71,592	\$74,814	\$77,432	\$79,755
	Midpoint	\$75,863	\$79,277	\$82,052	\$84,514
	Top	\$80,134	\$83,740	\$86,671	\$89,271

Examples of Band 2B positions include:

Administration Assistant/Officer	Mailroom Officer
Billing Officer	Purchasing Coordinator
Communication Officer	Purchasing Coordinator
Customer Service Representative	Trainee Systems Officer
IT Service Desk Support Person	Trainee Technical Officer

1.1. Work Level Descriptors for Band 2

This section provides a broad description of work typically performed by Band 2 employees. It is not expected that any single work role would exhibit all activities, duties, skills or responsibilities set out below. The descriptor needs to be read in its entirety to gain a clear understanding of the work at this level.

- The position provides services that are necessary to allow the organisation to perform its daily operations and meet client needs.
- Knowing what to do and how to do it with guidance is expected for most tasks or transactions undertaken at this level.
- Incumbents follow specific guidelines and procedures and their work is closely supervised.

- (d) Office based work may include the operation of office equipment, filing and maintaining records, receiving telephone calls, meeting and greeting customers and passing on information to them or other staff.
- (e) Incumbents perform routine day to day tasks that are fundamental to delivering the service provided by the Branches in which they work.

1.2. Differential Position in Band 2

At Zone A, incumbents:

- (a) Are often new starters who have not worked at Evoenergy previously
- (b) Are under a greater level of supervision in order to become familiar with work requirements
- (c) Have entry level skills and competencies only
- (d) Will develop complete knowledge of the workflow and required procedures
- (e) Use a limited range of methods, techniques or processes to complete the work

At Zone B, incumbents:

- (f) Utilise a range of varied methods and techniques to perform the work
- (a) Have acquired the competencies and skills required to allow them to operate with less supervision
- (b) May make minor changes to work schedules or sequences
- (c) In customer service positions may make suggestions to assist in meeting a client's needs rather than just providing information.

1.3. Typical Tasks and Duties for Band 2

This section provides information on the typical tasks and duties performed by Band 2 employees. It is not intended to be a description of a job, but rather examples of the sorts of work performed by staff at this level. Incumbents may:

- (a) Perform a number of similar repetitive tasks, for example, operation of a variety of office equipment or the registration of applications for vacancies or several dissimilar tasks with common objectives.
- (b) Maintain a system of accurate records and produce routine statistical information from that data.
- (c) Present information for consideration by the client with suggestions to assist in meeting the client's needs.
- (d) Provide information or a service, which is then used by others in the completion of their tasks or to make decisions.
- (e) Gather data, present information and/or complete routine defined processes.

1.4. Expertise Needed for Band 2

This section provides descriptors of generic skills, knowledge and experience relevant to employees at this level. Work roles are not expected to require all skills, knowledge and experience indicated.

- (a) Have the required knowledge and skills to understand and apply **technology, work practices and workflow** in the work area.
- (b) Have product knowledge and understand quality standards required in work area.
- (c) General educational standards that combine several years of work experience with secondary school education (minimum year 10).
- (d) Vocational training in commercial, technical or secretarial areas (for example, one year full-time secretarial course).
- (e) Competence in work organisation and knowledge of operational standards in the work area.
- (f) Ability to communicate factual information to others and to receive factual communication from others to complete immediate work requirements.

1.5. Work Context for Band 2

This describes not so much “what” is done but the environment in which it is done, and the independence with which it is done.

Environment: Incumbents:

- (b) Are required to follow established procedures, specific guidelines and standard instructions in the performance of their work.
- (c) Perform their work in accordance with the demands of the physical work flow in their areas.
- (d) Carry out the specific instructions regarding the conduct of the work that they will regularly receive from their supervisor and make only minor changes to their work schedules or sequences.
- (e) Follow prescribed standards and regulations that apply to any work associated with machinery, instruments and fault finding.

Judgement Exercised and Freedom to Act: Incumbents:

- (d) Must follow established procedures when performing tasks
- (e) Must seek the assistance of their supervisor when established procedures or rules do not cover a work situation.
- (f) Perform a defined service with a clear direction and specification, requiring little discretion or participation beyond the completion of tasks or activities.
- (a) Have very little, if any, accountability as to how to provide the service or utilise the information.
- (b) Provide a service that will be delivered in a manner and at a time clearly prescribed through direction, precedent or defined practice.

1.6. Distinguishing Features of Work at Band 3

This section provides a set of features that distinguish work at Band 3 from work at Band 2. These characteristics will assist in classification and role assignment decisions.

- Incumbents of positions are less closely supervised
- The tasks performed are more varied and less repetitive
- Positions performing fault finding rectify faults rather than find them and get someone else to rectify them
- Helps team leaders train Band 2 employees
- Drafts routine correspondence in addition to collecting information and passing it on
- Applies skills to a wider range of analytical, diagnostic and problem solving activities
- May supervise one or two less experienced employees
- Has more contacts with staff outside the immediate work area for the purpose of identifying needs and conveying factual information
- Required to apply more advanced skills in the work area and also resolve more technically advanced problems
- Requires more experience and a higher level of competency as a result of on the job training, some vocational training and completion of skills development/competency programmes
- Can vary tasks in the work plan process and provide a degree of basic explanation or definition of service rather than have all work performed tightly prescribed by the supervisor
- Can interpret well established precedents, procedures and guidelines rather than seek a supervisor's assistance if a work situation is not precisely prescribed
- May add value to the service provided by explaining, interpreting and identifying anomalies

BAND THREE WORK LEVEL DESCRIPTORS

BAND 3A Mercer Cullen Dell Points: 138-197

		1-Jul-22	1-Jul-23 4.5%	1-Jul-24 3.5%	1-Jul-25 3.0%
Evoenergy Level 3 Zone A	Entry	\$80,135	\$83,741	\$86,672	\$89,272
	Midpoint	\$87,382	\$91,314	\$94,510	\$97,345
	Top	\$94,628	\$98,886	\$102,347	\$105,417

Examples of Band 3A positions include:

Account Manager	Finance Officer
Accountant	Financial Accountant
Accounts Payable Clerk/Officer	Injury Management Advisor
Administration Officer/Support Officer	IT Purchasing Officer
Advisor People & Performance	Learning & Development Coordinator
Asset Information Officer	Legal Admin Support Officer
Assistant Fleet Co-ordinator	Office Manager
Billing Officer	Para Legal
Business Account Manager	Payments Administrator
Call Centre Team Leader	Payroll Adviser
Communications Officer	Programmer/Analyst
Corporate Accountant	Project Coordinator
Credit Officer	Purchasing Officer
Customer Contact Officer	Receiving Officer
Customer Liaison Officer	Research Economist
Customer Services Officer	Sales Executive
Data Communication Officer	Service Desk Officer
Desktop Support Officer	Support Services Officer
Digital Communications Coordinator	Systems Engineer
Engineer	Technical Officer
Executive Assistant	Training Coordinator
Finance Officer	

BAND 3B Mercer Cullen Dell Points: 198-257

		1-Jul-22	1-Jul-23 4.5%	1-Jul-24 3.5%	1-Jul-25 3.0%
Evoenergy Level 3 Zone B	Entry	\$94,629	\$98,887	\$102,348	\$105,418
	Midpoint	\$101,873	\$106,457	\$110,183	\$113,488
	Top	\$109,117	\$114,027	\$118,018	\$121,559

Examples of Band 3B positions include:

Administration Officer/Support Officer	Graphic Designer
Analyst / Programmer	IT Service Desk Officer
Analyst Advisory & Treasury	Legal Counsel
Assurance Advisor	Management Accountant
Business Development Analyst	Mechanical Fitter
Civil Engineer	Program Coordinator
Commercial Analyst	Payroll Adviser
Contract Specialist	Procurement Specialist
Customer Service Officer	Project Co-ordinator
Customer Service Supervisor	Project Engineer
Dispatch Operator	Project Officer
Divisional Admin Officer	Purchasing Co-ordinator
Drafting Officer	Senior Marketing/Communications Media Officer
Economist	Senior Finance Officer
Communications Officer	Senior Accountant
Energy Market Analyst	Senior Stores Supervisor
Environmental Project Officer	Team Leader Customer Care
Executive Assistant	Technical Officer
Finance Officer	Telecommunications Specialist
Financial Accountant	Trade Waste Officer
GIS Officer	

1.1. Work Level Description for Band 3

This section provides a broad description of work typically performed by Band 3 employees. It is not expected that any single work role would exhibit all activities, duties, skills or responsibilities set out below. The descriptor needs to read in its entirety to gain a clear understanding of the work at this level.

- (a) The position provides services that are necessary to allow the organisation to perform its daily operations and meet client needs.
- (b) Knowing what to do and how to do it with guidance is expected for most tasks or transactions undertaken at this level.
- (c) Incumbents follow specific guidelines and procedures and they are regularly supervised.
- (d) Incumbents perform a variety of day to day tasks that are fundamental to delivering the service provided by the Branches in which they work.

1.2. Differential Positioning in Band 3

In Zone A, incumbents:

- (a) May be new starters who have not worked at Evoenergy previously.
- (b) Require greater supervision than at the advanced level of this Band in order to become familiar with work requirements.
- (c) Will develop complete knowledge of the workflow and required procedures.
- (d) Use a limited range of methods, techniques or processes to complete the work.
- (e) Are likely to have personal contact with Departmental peers

At Zone B, incumbents:

- (a) Utilise a greater range of varied methods and techniques to perform the work
- (b) Have acquired the competencies and skills required to allow them to operate with less supervision
- (c) May contact people outside the organisation to identify needs and convey factual information

1.3. Typical Tasks and Duties for Band 3

This section provides information on the typical tasks and duties performed by Band 3 employees. It is not intended to be a description of a job, but rather examples of the sorts of work performed by staff at this level. Incumbents:

- (a) Conduct basic technical investigations, tests and/or measurements
- (b) Find and rectify technical faults
- (c) Teach others in operational aspects.

- (d) Collect and collate simple, readily retrievable statistics (typically related to workflow) and draft routine correspondence
- (e) Perform a group of integrated tasks within a single activity or activities
- (f) Perform tasks such as gathering information, assessing content, processing applications.
- (g) Apply their skills to a range of analytical, diagnostic and problem solving activities.
- (h) Are involved in recurring projects, problems, client groups, processes, casework which have a common theme.
- (i) Could be involved in limited supervision of others, for example, Clerical/Technical Assistants.
- (j) May have contacts outside the immediate work area or organisation, and the purpose is usually to identify needs and convey factual information.
- (k) Often perform tasks such as making standard calculations, preparing tables, recording factual data, conducting routine tests or arranging meetings or appointments.

1.4. Expertise Needed for Band 3

This section provides descriptors of generic skills, knowledge and experience relevant to employees at this level. Work roles are not expected to require all skills, knowledge and experience indicated.

- (a) Have the required knowledge and skills to understand and apply functions, methods, structures and operations in the work area.
- (b) Capability to apply advanced, technical, clerical/administrative/secretarial or commercial skills and knowledge in work area.
- (c) For positions with a technical focus, knowledge would be gained through extensive experience in diagnosis and resolution of technically advanced problems.
- (d) For positions with an administrative, clerical or commercial focus, knowledge may be gained through secondary education combined with significant work experience and vocational training
- (e) For positions with an operational focus, knowledge would be gained through a combination of on-the-job training, extensive work experience in the subject matter and completion of specific skills development/competency programs.
- (f) Positions call for the application of basic skills in communication and/or competence in convincing others in the resolution of minor problems. Personal contacts are primarily with departmental peers regarding daily work routines.

1.5. Work Context for Band 3

This describes not so much “what” is done but the environment in which it is done, and the independence with which it is done.

Environment: Incumbents are:

- (a) Required to perform tasks in accordance with established procedures, as a result of structured training.
- (b) Carry out specific instructions under regular supervision.
- (c) Operate within strict guidelines and have little discretion. The service or information provided by the position may require some degree of basic explanation or definition.
- (d) Positions can vary a number of tasks in the work plan process, although there still exists a clear definition of the required outcomes.

Judgement Exercised and Freedom to Act: Incumbents:

- (a) Interpret well established precedents, procedures and guidelines
- (b) Add value to the service they provide by:
 - explaining how the information was derived or how the service can be improved;
 - explaining the features of a product and how it is used;
 - interpreting the information to aid the understanding by others;
 - identifying patterns or anomalies to assist in maintaining the integrity of the service/information provided.

1.6. Distinguishing Features of Work at Band 4

This section provides a set of features that distinguish work at Band 4 from work at Band 3. These characteristics will assist in classification and role assignment decisions.

- Instructing other staff, documenting procedures and organising the work of others
- Applying professional standards and education and training in addition to following procedures
- Adapt techniques, processes and guidelines to perform the work
- Perform a diverse range of tasks within an activity many of which are unrelated
- Assess risk and measure compliance with policies/standards and standard operating procedures
- May provide advice to members of the public rather than conveying strictly factual information
- Recommends and implements changes to improve efficiency or effectiveness of processes
- Coaches and instructs other staff at bands 1 and 2
- Team leaders at this level plan rosters and allocate staff accordingly
- May modify, enhance or redefine products, service and operational practice to improve outcomes
- Provide information to others that will assist in correcting faults or adverse trends
- Technical focussed positions require an advanced certificate, specialist training, extensive experience in diagnosis and resolution of advanced problems
- Planning, directing, coordinating controlling finance/materials and labour
- Professional positions require a degree or equivalent qualifications and some relevant work experience e.g. recent graduates
- Obtaining the cooperation of others to comply with technical, commercial and administrative requirements

- Use a range of varied techniques, systems, methods and processes
- Exercises some independence in achieving prescribed goals, and setting targets and operational standards
- Sometimes is called on to resolve more complex operational problems without reference to higher levels
- Involvement in identifying service standards, timelines, priorities, targets and the most appropriate operational procedures
- Exercise a degree of discretion and choice in how a well understood service will be delivered.

BAND FOUR WORK LEVEL DESCRIPTORS

BAND 4A Mercer Cullen Dell Points: 258-338

		1-Jul-22	1-Jul-23 4.5%	1-Jul-24 3.5%	1-Jul-25 3.0%
Evoenergy Level 4 Zone A	Entry	\$109,118	\$114,028	\$118,019	\$121,560
	Midpoint	\$121,079	\$126,528	\$130,956	\$134,885
	Top	\$133,042	\$139,029	\$143,895	\$148,212

Examples of Band 4A positions include:

Analyst Programmer	Media Officer
Accountant	Office Manager
Commercial Analyst	Program Scheduler
Contract Specialist	Project Analyst
Customer Liaison Officer	Project Engineer
Customer Liaison Supervisor	Quotations Officer
Customer Service Officer	Regulatory Economist
Database Administrator	SCADA Technician
Design Engineer	Senior Accountant
Design Officer	Senior Commercial Analyst
Document Controller	Senior Communications Officer
Economic Analyst	Senior Contact Centre Supervisor
Electrical Fitter	Senior Marketing Coordinator
Executive Assistant	Senior Pricing Analyst
Financial Accountant	Senior Technical Officer
GIS Specialist	Senior Works Planner
Health and Safety Officer	Service & Installations Officer
Network Specialist	Systems Coordinator
Purchasing Manager	Systems Engineer
IT Service Desk Supervisor	Technical Officer
Legal Counsel	Work Scheduler
Maintenance Supervisor	Works Planner
Marketing/Media Officer	

BAND 4B Mercer Cullen Dell Points: 339-419

		1-Jul-22	1-Jul-23 4.5%	1-Jul-24 3.5%	1-Jul-25 3.0%
Evoenergy Level 4 Zone B	Entry	\$133,043	\$139,030	\$143,896	\$148,213
	Midpoint	\$145,004	\$151,529	\$156,833	\$161,538
	Top	\$156,964	\$164,027	\$169,768	\$174,861

Examples of Band 4B positions include:

Analyst / Programmer	Manager
Billing and Data Manager	Process Engineer
Business Partner	Program Coordinator
Business Sales Manager	Project Manager
Civil Engineer	Proposal Officer
Civil Works Inspector	Senior Technical Officer
Compliance / Audit Officer	Safety Coordinator
Database Administrator	Senior Design Officer Senior Engineer
Electrical Engineer	Senior Financial Accountant
Fleet Manager	Senior Technical Officer
GIS Administrator	Senior Customer Service Officer
Legal Counsel	Technical Officer
Maintenance Engineer	

1.1. Work Level Description for Band 4

This section provides a broad description of work typically performed by Band 4 employees. It is not expected that any single work role would exhibit all activities, duties, skills or responsibilities set out below. The descriptor needs to read in its entirety to gain a clear understanding of the work at this level.

- (a) Service Positions also may provide leadership to other service positions in the determination of service quality and performance standards and are the most influential roles in providing this service
- (b) For Advice positions the advice usually relates to the identification, design, conception, evaluation, analysis and/or resolution of specific issues and subjects affecting casework, systems, projects, work processes, services, products and/or efficiency/performance. The advice affects the work of the immediate business unit, region, activity or client group. The recipient of the advice is typically a client, manager or professional position within the unit, region, business, or an external organisation
- (c) At this level, all positions are expected to be capable of instructing or assigning work to professional, technical or administrative staff and reviewing the quality of work undertaken by these roles
- (d) Positions require a capacity to interpret and implement while strategies and tactics are often resolved elsewhere

- (e) Incumbents modify current methods and develop new processes and methods

1.2. Differential Positioning in Band 4

At Zone A of Band 4, incumbents:

- (a) May be new starters who have not worked at Evoenergy previously
- (b) May manage small groups or projects that directly affect the achievement of Branch or Divisional objectives
- (c) Have entry level skills and competencies only
- (d) Will develop complete knowledge of the required tasks as they perform work under guidance
- (e) Modify methods and techniques already in place to complete the work
- (f) Usually works independently on subject speciality with a limited degree of guidance in relation to procedural matters
- (g) Often applies professional knowledge to interpret complex issues
- (h) Contributes to the development of other work group members
- (i) May be required to develop or modify specific processes, practices and standards

At Zone B of Band 4 incumbents:

- (a) Are expected to manage more complex issues and changing requirements
- (b) Provide leadership either directly through service and management or indirectly through advice to achieve branch and Divisional objectives
- (c) No longer requires guidance and monitoring in relation to technical and procedural information and sources own information
- (d) Actively involved in leading the development of other work group members
- (e) Develops and modifies operational methods, policies, practices and standards related to their area of expertise
- (f) Are fully specialised in a particular discipline

1.3. Typical Tasks and Duties for Band 4

This section provides information on the typical tasks and duties performed by Band 4 employees. It is not intended to be a description of a job, but rather examples of the sorts of work performed by staff at this level. Incumbents:

- (a) Management positions at this level would be expected to perform a leadership role in the control of an important organisational element and be responsible for the achievement of results in line with corporate or professional goals.
- (b) Manage the integration of tasks within an activity and/or activities within a function or functions.

- (c) Communicate with suppliers, counterparts in other divisions, subordinates, peers and management and/or external clients to discuss technical, commercial or administrative issues, resolve field problems or contract requirements, to reach agreement on overall plans or schedules, or to gain cooperation or participation in an activity.
- (d) Negotiate performance plans, motivate, encourage and support team members and to provide regular and timely feedback to team members on performance.
- (e) Directly manage smaller numbers of staff (Head of a small professional service or research unit). Such positions would necessarily manage subordinate supervisors or team leaders with staff performing roles in various disciplines and have significant interaction with external organisations or Agencies, and with more senior positions, particularly to resolve differences of view on professional as well as managerial issues.
- (f) May be required to develop/modify systems, develop/modify operational policies, plan and organise complex operational or para-professional programs which involve a wide variety of activities, or to interpret complex legislation. This includes the development of new accounting systems, preventative maintenance programs or loss control systems.
- (g) Typically perform tasks such as scheduling, organising, planning, allocating, coaching and teaching.
- (h) Can be called upon to design and establish protocols and work practices, facilitate service changes and can be an authoritative reference point for others.
- (i) Typically are involved planning, organising, leading and controlling an organisational program and/or achievement of a significant sales or revenue target.
- (j) When engaged in the management of sales or revenue are given clear targets to achieve within a defined marketing, sales or investment strategy. They allocate and supervise resources within the strategy to achieve targets.
- (k) Manage the activities of subordinate staff to ensure work efficiency, and have a substantial degree of latitude to deploy staff and other resources. Examples at this level include management of an administrative or technical unit; management of a specialised area or a corporate function where the key management role is management of staff specialists.
- (l) Share accountability for actions or decisions (for example, relating to staffing matters, purchasing, pricing, producing, supplying or entering into contractual arrangements) with peers or specialists or perhaps with the position's manager.

1.4. Expertise Needed for Band 4

This section provides descriptors of generic skills, knowledge and experience relevant to employees at this level. Work roles are not expected to require all skills, knowledge and experience indicated.

- (a) Positions require proficiency to understand, analyse and interpret:
 - business plans and strategies;

- a professional body of knowledge;
 - commercial and financial practices;
 - how the organisation is structured and operates;
 - key policies, precedents and practices that reflect the fundamental principles of the organisation;
 - project or casework requirements that demand ideas, analysis, evaluation of alternatives and creative solutions.
- (b) For positions with a technical, professional or policy focus, knowledge would typically be acquired from several years of casework, research or investigation, involvement in a range of challenging projects and/or coaching from specialist or senior managerial staff. Capacity to apply general principles of logical or scientific thinking is required at this level and applied in design, evaluation and implementation activities. There may be a requirement for formal educational standards equivalent to a Diploma.
- (c) Senior Technical Officers (not degree qualified) at this level would be regarded as either specialists or proficient and leading practitioners, and be required to demonstrate expertise and competence within a particular discipline. In addition to technical knowledge, position holders would require the ability to interpret and apply legislation, regulation and other guidelines in carrying out their functional responsibilities.
- (d) For positions with an operational focus, positions assessed at this level require specialised knowledge (advanced trade) complemented by applied management skills across a range of different areas. Typically, at this level operational officers are likely to be managing large complex work groups. Proficiency at this level is dependent upon the ability to interpret legislation, regulations and procedural guidelines.
- (e) Professionals at this level would be regarded as competent practitioners operating individually or as a member of a project team or work group
- (f) At this level, all positions are expected to be capable of instructing or assigning work to professional, technical or administrative staff and reviewing the quality of work undertaken by these roles.
- (g) Positions are more actively involved in and concerned with the influencing and convincing of others in the pursuit or achievement of specific and set objectives, rather than just asking for cooperation.
- (h) Positions with a requirement for regular contact with members of the public on sensitive issues requiring tact and diplomacy to convince them to recognise a particular situation, or to provide advice and support.
- (i) Managers of sections or branches require well developed skills in a specialised discipline, for example, environment operations, retail, marketing, personnel management, power, together with managerial skills are evaluated at this level.
- (j) Professional positions requiring very many years of experience in the field and, in some cases, postgraduate or second degrees.

- (k) Breadth of expertise is often applied to a diverse set of conditions. This includes a variety of client populations, multiple and diverse topics/issues/products, coverage across a wide set of disciplines/practices/processes and the need to gain the participation of a network of stakeholders with different contributions.
- (l) Positions require the ability to lead and motivate others to cooperate in resolving conflicts over priorities, the use of resources, management/administrative decisions, professional and/or technical concepts, techniques and processes

1.5. Work Context for Band 4

This describes not so much “what” is done but the environment in which it is done, and the independence with which it is done.

Job Environment: Incumbents are:

- (a) Required in relation to a range of activities to modify or adapt established systems or operating plans, or relate precedent to new situations.
- (b) Required to collect and analyse information, policies or procedures in order to describe the status quo and develop/modify methods, standards.
- (c) Sometimes required to develop/modify operational methods or specific operational (as distinct from organisation-wide) policies, practices and standards, or to plan and organise scientific surveys or develop research projects.
- (d) Provide a specialist, technical or commercial service, support or information, which is critical and necessary for others to make decisions with significant implications for the organisation or business unit.
- (e) Define the standard of service to be delivered and can actively influence the organisation's service policies in order to attain the required standards.
- (f) Sales positions provide information about the organisation's products, services or policies that would be regarded as comprehensive and definitive and define contractual terms and conditions that form a standard and a precedent for future business applications.
- (g) Governed by clear objectives and/or budgets and monitored by a more senior manager to ensure that the program is efficient in achieving its operational targets within the imposed constraints of plans and budgets.
- (h) Expenditures are reviewed regularly, and substantive payments are authorised by a more senior manager after a detailed review of the situation.
- (i) If engaged in the management of sales or revenue are given clear targets to achieve within a defined marketing, sales or investment strategy. They contribute to strategy setting and establish and act on the tactics and processes for its implementation. They allocate and supervise resources within the strategy to achieve targets.
- (j) Required to do the “what-to-do”, and “when-to-do-it”, though they independently manage the activities of subordinate staff to ensure work efficiency, and have a some latitude to deploy staff and other resources, staff development needs and the implementation of programs to improve staff performance.

- (k) Expected to vary plans and practice to meet client needs and can introduce limited or short term changes without approval.
- (l) Includes positions that make integrated recommendations to principal functional executives or perhaps to operating General Managers. Recommendations are made on broad, complex issues which impact on the total organisation/division/business unit and impact on resource allocation or business initiatives in such areas as legal and secretarial services, taxation planning, management information systems applications, corporate planning, internal audit and people and performance planning.
- (m) Includes positions that are specialised in a sub-discipline and provide advice to others who have a sound knowledge of the general discipline or where the supervisor's focus is on management rather than technical issues. Includes positions that provide advice which initiates new developments in either policy and/or program delivery or professional practice and precedent.

Judgement Exercised and Freedom to Act: Incumbents are:

- (a) Required to exercise an amount of inventiveness to depart from or adapt accepted practices and procedures when the range of options is imprecise or the position is challenged by client requirements, statutory requirements, market needs or technological demands requiring interpretation of operating policies in order to determine the appropriate course of action.
- (b) Challenged by the need to think through matters such as: quantification of resources needed to meet operational targets; investigation of claims where information is unclear or incomplete and which have a number of possible outcomes; coding of computer programs; examination of scientific/technical information.
- (c) Share accountability for actions or decisions (for example, relating to staffing matters, purchasing, pricing, producing, supplying or entering into contractual arrangements) with peers or specialists or perhaps with the position's manager
- (d) Collaborates/shares accountability with the business unit, Division, Regional or corporate head in the management/attainment of business unit, Division, Regional or corporate resources/results.
- (e) Highly influential in respect to how the overall services, processes or products should be evaluated, delivered or improved.
- (f) Resolve specific casework, projects or activities within guidelines, precedents and regulations but are required to use judgement and assessment in establishing a particular course of action.
- (g) Problem resolution is a frequent requirement. In most work situations, this means considering many influences, the conceptualisation, identification and development of ideas, the detailed analysis of alternative courses of action and their implications, addressing difficulties/problems in the work environment, devising action plans and advancing new approaches.

- (h) Are individually accountable for action taken within agreed or approved budgets, financial, operational or technical constraints. May refer substantial decisions to more senior executives and do not have to control all facets of decision making which influence outcomes, operating costs, revenues, assets, or profits.
- (i) Advice positions have the leadership role in decisions made in respect to the advice given.
- (j) Service positions are fully and individually accountable for the service delivery, either directly or through other service delivery positions. The design, integrity and quality of the service and how it is to be provided are the responsibilities of the position. The position has an active leadership role in assessing client or organisational service requirements and is closely involved in designing and implementing systems and procedures to meet those needs. The position may also be accountable for the ongoing monitoring and assessment of service delivery levels leading to improvements in technology, work practice systems and how the service is presented.

The position may be called upon to explain/justify:

- what range and standard of service are required
- how it will be undertaken
- why the service has been delivered in a particular manner.

1.6. Distinguishing Features of Work at Band 5

This section provides a set of features that distinguish work at Band 5 from work at Band 4.

These characteristics will assist in classification and role assignment decisions.

- Management positions are accountable for a sales/revenue(5-15m), or Expenditure(5-10m), or Staff management(2-5m) budget
- Middle to senior managers of branches or divisions who undertake planning, organising, directing, leading and controlling the work of other managers
- Advice positions are recognised reference points within the organisation for advice in relation to policy, precedent, best practice, standards or resolution of problems
- Perform a number of activities that make up a complete function of the business
- Understand the nature of the organisation and how to position it to meet challenges
- Management positions are required to manage a complex set of resources to achieve key corporate goals
- Provides professional opinions and designs that address and resolve complex professional/technical/clinical issues for clients
- Leads major research and development programmes that affect major elements of the organisation's operations
- May be required to develop/modify organisation wide policies or manage special projects e.g. Corporate People and Performance policy, environmental policy, conception and design of research programmes. Completed projects are reviewed for general effectiveness
- Identify and prepare proposals on new products or services, undertake analysis for final decisions to be made at a higher level
- Managers generally have many years' experience in the area of operation and have undergone advanced professional/public administration/commercial training and may have post graduate qualifications

- Technical positions tend to be managing a large multi-disciplinary function
- Management positions are subject to direction by the GM of the area but they have freedom to determine how to achieve end results
- May make statements on behalf of the organisation in accordance with policy directives.
- Determinations and recommendations relate to broad strategies and objectives but are primarily focused within the functional area of the position e.g. People and Performance
- Advice positions provide expert advice or counsel even though the organisation may seek alternative advice or a second opinion
- Could commit the organisation to a particular course of action relating to the standard of service or implementation of corporate policy
- Likely to be involved in a complex environment where new problems and issues frequently arise which require new methods and there is no readily available source of advice or guidance
- Individually accountable for the integrity, validity and reliability of the advice

BAND FIVE WORK LEVEL DESCRIPTORS

BAND 5A Mercer Cullen Dell Points: 420-479

		1-Jul-22	1-Jul-23 4.5%	1-Jul-24 3.5%	1-Jul-25 3.0%
Evoenergy Level 5 Zone A	Entry	\$156,965	\$164,028	\$169,769	\$174,862
	Midpoint	\$164,496	\$171,898	\$177,914	\$183,251
	Top	\$172,024	\$179,765	\$186,057	\$191,639

Examples of Band 5A positions include:

Account Manager
Branch Manager
Civil Projects Engineer

Manager
Operations Manager
Senior Engineer

BAND 5B Mercer Cullen Dell Points: 480-539

		1-Jul-22	1-Jul-23 4.5%	1-Jul-24 3.5%	1-Jul-25 3.0%
Evoenergy Level 5 Zone B	Entry	\$172,025	\$179,766	\$186,058	\$191,640
	Midpoint	\$179,553	\$187,633	\$194,200	\$200,026
	Top	\$187,081	\$195,500	\$202,343	\$208,413

Examples of Band 5B positions include:

Branch Manager
Operations Manager
Principal Engineer

Project Engineer
Project Manager
Senior Engineer

1.1. Work Level Description for Band 5

This section provides a broad description of work typically performed by Band 5 employees. It is not expected that any single work role would exhibit all activities, duties, skills or responsibilities set out below. The descriptor needs to read in its entirety to gain a clear understanding of the work at this level.

For Direct positions at this level

- (a) Positions may be accountable for a Sales/Revenue budget of \$5-15 million
- (b) Positions may be accountable for an Expenditure budget of \$5-10 million
- (c) Positions may be accountable for a Staff Management budget of \$2-5million

For Advice positions

- (a) Positions at this level are the recognised reference point for others in relation to policy, precedent, best practice, standards or resolution of problems. The advice is critical in dealing with significant issues or matters with broader implications. The position provides leadership in an important area of advice within the organisation and may be supervising other advice positions. It may also apply where the position leads other specialists and is considered senior in the discipline.

1.2. Differential Positioning in Band 5

At Zone A of Band 5, incumbents:

- (a) May be new starters who have not worked at Evoenergy previously.
- (b) May lead projects that directly affect the achievement of Branch or Divisional objectives.
- (c) Will develop complete knowledge of the required tasks as they perform work under guidance.
- (d) Participate in major projects that develop new processes and systems

At Zone B of Band 5 incumbents:

- (a) Are expected to lead teams that provide solutions to complex issues and changing requirements
- (b) Provide leadership either directly as managers or indirectly through advice to achieve divisional impact on organisational objectives

1.3. Typical Tasks and Duties for Band 5

This section provides information on the typical tasks and duties performed by Band 5 employees. It is not intended to be a description of a job, but rather examples of the sorts of work performed by staff at this level. Incumbents:

- (a) Required to understand the nature of the enterprise and how to position the organisation to meet major challenges;
- (b) Explain the purpose and direction of the organisation to key stakeholders, other managers and senior professionals.
- (c) Manage a large and complex set of resources to achieve key corporate goals
- (d) Manage a professional team engaged in a complex technical/professional/clinical environment requiring the integration of a diverse set of skills and a multiplicity of resources
- (e) Provide professional opinions and designs that address and resolve complex professional/technical/ issues for clients.
- (f) Lead major research and development programs that affect a major and core element of the organisation's mission or operations.
- (g) Where the primary emphasis is management middle or senior level managers in a medium sized branch or division undertaking planning, organising, directing leading and controlling of the work of other managers.

- (h) Provide policy advice on legal, financial, social, economic and political implications.
- (i) Positions incorporate many of the activities that comprise a complete function in the organisation, or for professional positions a full discipline, or for senior technical positions recognised as being highly specialised and having significant management responsibilities for a large diverse and/or multi-disciplinary technical work unit or project.
- (j) Persuade others to adopt particular procedures, methods or strategies where there are conflicting interests and opinions amongst either the organisation or individuals who are also skilled in their field and have the ability to lead and convince staff/clients and to motivate others to cooperate in the achievement of difficult and sometimes conflicting objectives.
- (k) May be required to develop/modify organisation wide policies or to manage specialised projects requiring considerable interpretation and understanding of organisation operations and the particular subject matter e.g. the development of research and development policy, corporate people and performance management policy, environmental policy; the conception and design of research programs; the organisation of technical concepts and inter-dependencies in order to resolve specialised problems and issues; the preparation of advice or legislation in complex areas of law.
- (l) Either substantially influence the allocation of resources or allocate resources in the short term, deploy staff independently and make minor long term commitments where there are defined precedents. Make statements on behalf of the organisation in accordance with policy directives.
- (m) Identify and prepare proposals on new products or services and/or markets, local business acquisition opportunities, and undertake analyses, though final decisions are made at a higher level.
- (n) Lead the investigation of major/corporate issues and stimulate the development of strategies to resolve problems affecting organisation/agency operations.

1.4. Expertise Needed for Band 5

This section provides descriptors of generic skills, knowledge and experience relevant to employees at this level. Work roles are not expected to require all skills, knowledge and experience indicated.

- (a) SPECIALISED PROFESSIONAL/SENIOR MANAGERIAL - The nature of work at this level demands highly specialised commercial, professional, technical, administrative or advanced managerial capability in order to:
 - Understand the nature of the enterprise and how to position the organisation to meet major challenges;
 - explain the purpose and direction of the organisation to key stakeholders, other managers and senior professionals;
 - manage a large and complex set of resources to achieve key corporate goals;

- manage a professional team engaged in a complex technical/professional/clinical environment requiring the integration of a diverse set of skills and a multiplicity of resources;
 - provide professional opinions and designs that address and resolve complex professional/technical/clinical issues for clients;
 - lead major research and development programs that affect a major and core element of the organisation's mission or operations.
- (b) **Management** positions require extensive knowledge and skills and many years of experience in the area of operation, and advanced professional/public administration/commercial training. Positions may require post graduate qualifications. Technical positions at this level are likely to be managing a large multidisciplinary function.
- (c) **Technical or Professional** require specialised knowledge of complex, though conventional, methods and techniques for a particular discipline resulting from many years' experience and/or advanced technical/commercial training. Positions may require postgraduate qualifications.
- (d) **Policy Advice** positions require extensive knowledge, not only of the area of operation, but also of the impact of the environment, including Government initiatives, and public and private sector influences and interactions. Positions advise on legal, financial, social, economic and political implications.
- (e) Ability to persuade others to adopt particular procedures, methods or strategies where there are conflicting interests and opinions amongst either the organisation or individuals who are also skilled in their field.
- (f) Positions require either substantial management skills or the frequent use of negotiating skills of a legal or industrial relations nature.

1.5. Work Context for Band 5

This describes not so much "what" is done but the environment in which it is done, and the independence with which it is done.

Job Environment: Incumbents are:

- (a) May be required to develop/modify organisation wide policies or to manage specialised projects requiring considerable interpretation and understanding of organisation operations and the particular subject matter. E.g. the conception and design of research programs; the organisation of technical concepts and inter-dependencies in order to resolve specialised problems and issues
- (b) Positions are bound by broad practice and policy guidelines and are subject to executive management direction, however, there is freedom to determine how to achieve end results. Achievements are generally measured against agreed targets/budgets
- (c) Can influence the allocation of resources or allocate resources in the short term, deploy staff independently and make minor long term commitments where there are defined precedents
- (d) Make statements on behalf of the organisation in accordance with policy directives.

- (e) Managers usually have financial and capital resources controlled by higher levels of management
- (f) Often required identify and prepare proposals though final decisions are made at a higher level
- (g) Positions typically report directly to a General Manager (or Director) reporting directly to the Chief Executive and play a key role in the management team
- (h) Advice and counsel provided has a direct impact on a major facet of the business
- (i) Determinations and recommendations relate to broad strategies, objectives and integrated planning focused primarily within the functional area of the position, for example
- (j) Has considerable scope to advise and recommend within general parameters provided by corporate and/or organisation policy guidelines. There is typically a higher corporate point of expert managerial advice to guide and assist in major activities and new initiatives, though the position would be directly advising decision makers
- (k) Expected to provide expert advice or counsel even though the organisation might seek alternative advice or a second opinion on sensitive issues, lead the investigation of major/corporate issues and stimulate the development of strategies to resolve problems affecting organisation/agency operations
- (l) Expected to have a direct influence on the development of policies and delivery of programs
- (m) The stature of the advice provided is such that only other experts would be competent to provide additional information or definitively challenge the original advice

Judgement Exercised and Freedom to Act: Incumbents are:

- (a) Positions are likely to be in complex or dynamic environments where new problems and issues are frequently arising, where new methods are regularly required, and resolution of issues breaks new ground for the organisation and there is no readily available source of advice or guidance
- (b) Individually accountable for action taken within agreed or approved budgets, financial, operational or technical constraints
- (c) Able to refer substantial decisions to more senior executives or to the Board and do not have to control all facets of decision making which influence outcomes, operating costs, revenues, assets, or profits
- (d) Individually accountable within the organisation for the advice provided and participates in the decision making process with respect to how the advice should be provided or used. Commonly provide advice directly to the "end user"
- (e) Expected to determine research methodologies and analysis techniques, and advise on all factors influencing outcomes and successful implementation. Integrity, validity and reliability of the advice lie principally with this position

- (f) Required to provide a professional service directly to clients where the position is individually accountable for the integrity, accuracy and quality of the advice provided

1.6. Distinguishing Features of Work at Band 6

This section provides a set of features that distinguish work at Band 6 from work at Band 5. These characteristics will assist in classification and role assignment decisions.

- Management positions accountable for sales/revenue (10-20m) or expenditure (6-12m) or staff management (4-8m)
- Advice positions affect the design and provision of major programmes or the determination of major policy issues of an organisation. This advice is strategic and critical and affects the overall direction of the organisation
- Positions are fully accountable for advice and would provide it directly to the Executive team
- Principal specialists identify the environment and business challenges for current and future years and develop strategies to position the organisation to exploit the future challenges
- Involved in volatile Industrial Relations, contract negotiations, government relations and may be the organisation's main negotiator
- Defines core business strategies for the implementation of change
- Must frequently resolve unusual problems and develop and oversee the implementation of new programmes
- Highly specialised professional positions may establish or alter standard concepts, theories and paradigms
- Identify business ventures, develop corporate/divisional business plans and devise and implement strategies to achieve corporate goals
- Creates new patterns of thought, reference points and long term solutions to major issues
- Positions involved in the management of sales or revenue determine strategies that others implement
- Requires highly specialised commercial, professional, technical administrative or advanced managerial capability including substantial line management skill and experience
- Professionals are principal specialists in a total discipline and would be knowledgeable in one or more related disciplines
- Has substantial autonomy and delegation to vary plans and policies to meet client needs and make significant commitments on behalf of the organisation
- Provides authoritative and expert advice on novel or new issues where the body of knowledge is limited and where other sources of advice are not readily available.
- Collaborates or shares accountability with the business unit, division, regional or corporate head in the management/attainment of results

BAND SIX WORK LEVEL DESCRIPTORS

BAND 6A Mercer Cullen Dell Points: 540-614

		1-Jul-22	1-Jul-23 4.5%	1-Jul-24 3.5%	1-Jul-25 3.0%
Evoenergy Level 6 Zone A	Entry	\$187,082	\$195,501	\$202,344	\$208,414
	Midpoint	\$192,510	\$201,173	\$208,214	\$214,460
	Top	\$197,939	\$206,846	\$214,086	\$220,509

Examples of Band 6A positions include:

Senior Manager

BAND 6B Mercer Cullen Dell Points: 615-689

		1-Jul-22	1-Jul-23 4.5%	1-Jul-24 3.5%	1-Jul-25 3.0%
Evoenergy Level 6 Zone B	Entry	\$197,940	\$206,847	\$214,087	\$220,510
	Midpoint	\$203,365	\$212,516	\$219,954	\$226,553
	Top	\$208,792	\$218,188	\$225,825	\$232,600

Examples of Band 6B positions include:

Senior Manager

1.1. Work Level Description for Band 6

This section provides a broad description of work typically performed by Band 6 employees. It is not expected that any single work role would exhibit all activities, duties, skills or responsibilities set out below. The descriptor needs to read in its entirety to gain a clear understanding of the work at this level.

For Direct positions at this level:

- (a) Positions may be accountable for a Sales/Revenue budget of \$10-20 million
- (b) Positions may be accountable for an Expenditure budget of \$6-12 million
- (c) Positions may be accountable for a Staff Management budget of \$4-8million

For Advice positions:

- (a) The advice affects the design and provision of major programs or the determination of major policy issues of an organisation or agency. Such programs or policies have organisation/agency wide implications with significant implications also for clients.
- (b) The advice is strategic and critical to the organisation/agency and affects the overall direction, thrust and development of major business activities/agency programs.

- (c) May also affect the total design and provision of major systems critical to the operation and success of the total organisation.
- (d) Is fully accountable for the full implications and scope of the advice provided. Typically the position would be providing advice to the General Management team or client group which relates to core business, strategy or organisational performance. The position is unlikely to be more than two levels from the Chief Executive Officer.

1.2. Differential Positioning in Band 6

At Zone A of Band 6, incumbents:

- (a) May be new starters who have not worked at Evoenergy previously.
- (b) May lead projects that directly affect the achievement of Branch or Divisional objectives.
- (c) Will develop complete mastery required tasks with further exposure to problem resolution/casework.
- (d) Participate in major projects that develop new strategies and plans for the Organisation

At Zone B of Band 6 incumbents:

- (a) Are likely to have moved up from Band 5 or Zone A of Band 6.
- (b) Are expected to lead projects that develop organizational strategies, plans and chart new directions for the Organisation
- (c) Has complete control over the work tasks and operates under broad guidelines from a GM or CEO.

1.3. Typical Tasks and Duties for Band 6

This section provides information on the typical tasks and duties performed by Band 6 employees. It is not intended to be a description of a job, but rather examples of the sorts of work performed by staff at this level. Incumbents:

- (a) If Principal Specialists in a recognised discipline they require a command of the principles and practices of the profession plus the capacity to predict and position the organisation to meet future challenges.
- (b) Define core business strategies for the implementation of major strategic change.
- (c) Must frequently resolve unusual problems and develop and oversee the implementation of new programs.
- (d) Identifies the environment and business challenges for current and future years and develops the organisational strategies to meet and exploit these challenges.
- (e) Highly specialised professional positions may establish or alter standard concepts, theories, paradigms or previously formulated requirements. Typical roles at this level include the development, implementation and monitoring of major corporate programs.

- (f) Identify business ventures, develop corporate/division business plans and devise and implement strategies to achieve corporate goals.
- (g) Resolve problems using a synthesis of facts, detailed analysis, interpretation and evaluation of relevant data, including the close investigation of alternative approaches to the problem.
- (h) Creating new patterns of thought, reference points, professional practices and long term solutions to major corporate or professional issues are required at this level.
- (i) Positions at this level are expected to lead the investigation of major/corporate issues and stimulate the development of strategies to resolve problems affecting the organisation's operations or the delivery of services to the wider community.
- (j) Positions engaged in the management of sales or revenue essentially determine the strategies that others implement such as through sales or marketing teams or operating divisions.
- (k) At this level positions determine research methodologies and analysis techniques, and advise on all factors influencing outcomes and successful implementation. Integrity, validity and reliability of the advice lie principally with this position.

1.4. Expertise Needed for Band 6

This section provides descriptors of generic skills, knowledge and experience relevant to employees at this level. Work roles are not expected to require all skills, knowledge and experience indicated.

A SPECIALISED PROFESSIONAL/SENIOR MANAGERIAL - The nature of work at this level demands highly specialised commercial, professional, technical, administrative or advanced managerial capability in order to:

- understand the nature of the enterprise and how to position the organisation to meet major challenges;
 - explain the purpose and direction of the organisation to key stakeholders, other managers and senior professionals;
 - manage a large and complex set of resources to achieve key corporate goals;
 - manage a professional team engaged in a complex technical/professional/clinical environment requiring the integration of a diverse set of skills and a multiplicity of resources;
 - provide professional opinions and designs that address and resolve complex professional/technical/clinical issues for clients;
 - lead major research and development programs that affect a major and core element of the organisation's mission or operations.
- (a) Managers of branches or divisions must have substantial line management skills and experience, and substantial policy/advisory skill requirements
 - (b) Principal Specialists in a recognised discipline require a command of the principles and practices of the profession plus the capacity to predict and position the organisation to meet future challenges

- (c) Professionals at this level would be recognised as being both principal specialists covering a total discipline, and as being knowledgeable in one or more related disciplines.

1.5. Work Context for Band 6

This describes not so much “what” is done but the environment in which it is done, and the independence with which it is done.

Job Environment: Incumbents are:

- a) Required to operate within an environment where there is a strong requirement to identify and define corporate issues or emerging issues of major community or professional concern.
- b) Required to define appropriate organisation policies and business strategies, corporate business plans and new business development tactics or the development of major research programs. Lack of precedent is a significant feature in the majority of activities pursued.
- c) Sometimes determining Divisional strategies or policy/professional positions determining specific program strategies in order to implement core business strategies.
- d) Sometimes determining and implementing organisation wide business strategies.
- e) Required to determine the strategies that others implement.
- f) Has substantial autonomy and delegation to vary plans and policies to meet client needs and make significant commitments on behalf of the organisation.
- g) Typically reporting directly to a corporate Functional Head or could be the corporate Function Head (for example, People and Performance, Finance), though not at board level, whereas the subsidiary Function Head is usually a Director of the subsidiary board.
- h) Providing advice and counsel that has a critical, strategic and direct impact on the well-being of the organisation or, in addition to providing comprehensive guidance and counsel to the Chief Executive on broad strategic issues, the incumbent plays an active role in decision making which affects the organisation as a whole.
- i) For advice positions this level applies to positions that provide authoritative and expert advice on novel or new issues, where the body of knowledge is limited, where other sources of advice are not readily available or accessible and/or the recipient of the advice is not familiar with the detail of the subject matter.

Judgement Exercised and Freedom to Act: Incumbents are:


- (a) Involved in forward planning or strategic decision-making, involving evaluation of the environment and identification of the fundamental issues to be resolved.
- (b) Required to exercise versatility and innovation on a sustained basis in combination with a requirement to think outside the common body of knowledge or practice.

- (c) Individually accountable for action taken within agreed or approved budgets, financial, operational or technical constraints. Therefore, for this position, the phrase "the buck stops here" would typically apply. This latter phrase does not imply absolute accountability but rather delegated accountability for the management of specific resources.
- (d) May collaborate/shares accountability with the Divisional or corporate head in the management/attainment of Division, or corporate resources/results.
- (e) For advice positions is individually accountable within the organisation for the advice provided and participates in the decision making process with respect to how the advice should be provided or used. They commonly provide advice directly to the "end user".
- (f) Expected to determine research methodologies and analysis techniques, and advise on all factors influencing outcomes and successful implementation. Integrity, validity and reliability of the advice lie principally with this position.
- (g) Required to provide a professional service directly to clients where the position is individually accountable for the integrity, accuracy and quality of the advice provided.


Signatories to the Evoenergy Enterprise Agreement 2023

Signed for and on behalf of

Evoenergy (The Employer)

The representative authorised to sign employment agreements on behalf of the partnerships comprising Evoenergy	
Full Name	John Knox
Address	40 Bunda Street, Canberra ACT 2601
Position held with the employer	Chief Executive Officer

The Employees

The representative authorised to sign this agreement on behalf of the union bargaining representatives of the "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union (AMWU)	
Full Name	Robyn Fortescue
Address	PO Box 167, Granville NSW 2142
Position held with the employer	Assistant State Secretary


The Employees

Full Name	
Address	

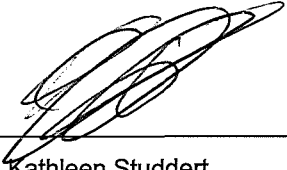
Signatories to the Evoenergy Enterprise Agreement 2023

Signed for and on behalf of

Evoenergy (The Employer)

The representative authorised to sign employment agreements on behalf of the partnerships comprising Evoenergy	
Full Name	John Knox
Address	40 Bunda Street, Canberra ACT 2601
Position held with the employer	Chief Executive Officer

The Employees

The representative authorised to sign this agreement on behalf of the union bargaining representatives of the Association of Professional Engineers, Scientists and Managers, Australia (APESMA)	
Full Name	Kathleen Studdert
Address	4/7 Napier Close, Deakin ACT 2600
Position held in Employee Organisation	Director, ACT Branch

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/4540

Applicant: Icon Distribution Investments Limited and Jemena Networks (ACT) Pty Ltd T/A Evoenergy

Section 185 – Application for approval of the Evoenergy Enterprise Agreement 2023

Undertaking – Section 190

I, Tania Hutchison, General Manager People and Legal (Transition), have the authority given to me by Icon Distribution Investments Limited and Jemena Networks (ACT) Pty Ltd T/A Evoenergy to give the following undertakings with respect to the Evoenergy Enterprise Agreement ("the Agreement"):

1. **Parental Leave – Extension:** Under Clause 59 of the Agreement an employee may request an extension of unpaid parental leave for a further period of up to 12 months following the end of a period of parental leave, as provided by s.76 FW Act.
2. **Compassionate Leave:** Under Clause 54 of the Agreement employees will have an entitlement to compassionate leave in circumstances of stillbirth or miscarriage, consistent with s.104 FW Act.
3. **Notice of Termination:** Clause 75.2 of the Agreement will not apply where it is inconsistent with an employee's entitlement to payment of NES entitlements upon termination of employment.
4. **Abandonment of Employment:** Where an employee is deemed to have abandoned their employment in accordance with Clause 61.2 of the Agreement, Evoenergy will provide the employee with the minimum notice period, consistent with s.117 of the FW Act.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature  _____

Date: 29 November 2023