



Supporting
document 18.7

Utilities Management Pty Ltd Enterprise Agreement 2018

2020-2025
Regulatory Proposal
August 2018



Utilities Management Pty Ltd Enterprise Agreement 2018

CLAUSE 1. CONTENTS

Clause	Subject Matter	Page No.
1.	Contents	1
2.	Title	2
3.	Incidence and Parties Bound	2
4.	Term of Agreement	2
5.	Renegotiation Clause	2
6.	Terms and Conditions of Employment	2
7.	Purpose and Principle Objectives of Agreement	3
8.	Pay, Allowances and Special Rates Increases	3
9.	Transfer of Business	4
10.	No Extra Claims	4
11.	Dispute and Issue Resolution	4
12.	Indicative Tasks Performed by Appendix 1B Employees	4
13.	Income Protection Insurance	4
Attachments		
1.	Plain English Rewrite of clauses 23 and 24 of the Electricity Corporation (Restructure & Disposal) Act 1999	8
2.	Utilities Management Terms & Conditions Agreement 2018	12
	Appendix 1A Grade/Classifications Pay Structure – Grade 1-11	89
	Appendix 1B Wages Employees Grade/Classifications	94
	Appendix 2 Allowances	95
	Appendix 3 Special Rates	112
3.	Employee Benefit – Journey Accident Coverage	114
4.	Employee Benefit – Salary Sacrifice Flexible Member Superannuation Contributions	116
5.	Employee Benefit – Salary Sacrifice Additional Voluntary Superannuation Contributions	117
6.	Employee Benefit – Salary Sacrifice Novated Lease Vehicle	118
7.	Employee Benefit – Electricity Account Network Component (DUOS) Reimbursement	120
8.	Adelaide Metropolitan Boundary Map	123
9.	Flexible Working Arrangements – Flexitime (Appendix 1A Employees Only)	124
10.	Flexible Working Arrangements – 19 Day Month (7.9 hour day for Appendix 1A Employees or 7.58 hour day for Appendix 1B Employees)	126
11.	Flexible Working Arrangements – 9 Day Fortnight (8.33 hour day for Appendix 1A Employees or 8.0 hour day for Appendix 1B Employees)	127
12.	Productivity Initiatives – 36 Hour Week (Appendix 1B Employees)	129
13.	The Electricity Trust of South Australia Salaried Officer Long Service Leave Regulations 1971	131
14.	The Electricity Trust of South Australia Wages Officer Long Service Leave Regulations 1972	136
15.	Income Protection Insurance – Attachment referred to in Clause 14	140
16.	Income Protection Insurance – Employees aged 65-69 Inclusive – Attachment referred to in Clause 14	142

<p>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.</p>
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CLAUSE 2. TITLE

This Agreement will be titled the Utilities Management Pty Ltd Enterprise Agreement 2018.

CLAUSE 3. INCIDENCE AND PARTIES BOUND

This Agreement is made pursuant to the Fair Work Act 2009 (Cth) and is binding upon:

- Utilities Management Pty Ltd (hereafter referred to as “Utilities Management”); and
- Utilities Management employees whose classification is covered by Appendix 1A and 1B of Attachment 2 hereto; and
- Any union who was a Bargaining Representative and who applied to become a party to the Agreement pursuant to Section 183 of the Fair Work Act 2009 (Cth) and may include the following Unions:
 - Australian Municipal, Administrative, Clerical and Services Union;
 - Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
 - Professionals Australia;
 - Australian Manufacturing Workers Union;
 - Australian Workers Union; and
 - Construction Forestry Mining and Energy Union.

This Agreement shall be read in conjunction with:

- The Electricity Trust of South Australia Salaried Officers Long Service Leave Regulations 1971 (refer Attachment 13); and
- The Electricity Trust of South Australia Wages Officers Long Service Leave Regulations 1972 (refer Attachment 14).

This Agreement includes all components listed within Clause 1 (Contents) including all listed attachments.

CLAUSE 4. TERM OF AGREEMENT

This Agreement will remain in force until 31 December 2020.

CLAUSE 5. RENEGOTIATION CLAUSE

Utilities Management Pty Ltd commits to bargain collectively with the parties to this Agreement and with the Unions covered by this Agreement with the aim that a new Agreement is established prior to the expiry of this Agreement. The parties will commence discussions no later than six months prior to the expiry date of the Utilities Management Pty Ltd Enterprise Agreement 2018.

CLAUSE 6. TERMS AND CONDITIONS OF EMPLOYMENT

General terms and conditions for employees covered by this Agreement are set out in Attachment 2 of this Agreement - the Utilities Management Terms & Conditions Agreement 2018.

CLAUSE 7. PURPOSE AND PRINCIPLE OBJECTIVES OF AGREEMENT

The objectives of this Agreement are:

- to record terms and conditions of employment for Utilities Management employees covered by this Enterprise Agreement;
- to provide a framework to develop a flexible and skilled workforce;
- to assist Utilities Management to remain a profitable and enduring enterprise for the mutual benefit of the customers, owner, employees and the community; and
- to meet the particular needs of Utilities Management in its endeavours to achieve its vision maximising shareholder value as a national leader in terms of competitiveness and profitability in the electricity and energy businesses.

The parties will work collaboratively towards implementing business changes necessary to improve performance against the following key business objectives:

- productivity improvements;
- business growth;
- customer service;
- employee commitment;
- compliance; and
- business plan financial outcomes.

Utilities Management and the Single Bargaining Unit (including the Unions' Enterprise Bargaining workforce representatives) will meet as required during the life of this Agreement to review any issues arising from the agreement. Such meetings may be initiated by Utilities Management or the employee representatives.

CLAUSE 8. PAY, ALLOWANCES AND SPECIAL RATES INCREASES

8.1 The following increases in the rates of pay shall occur on the dates indicated.

- An increase of 3.5% will be made effective from the first pay period commencing on or after 1 July 2017.
- An increase of 3.5% will be made effective from the first pay period commencing on or after 1 July 2018.
- An increase of 3.5% will be made effective from the first pay period commencing on or after 1 July 2019.
- An increase of 3.5% will be made effective from the first pay period commencing on or after 1 July 2020.

The above increases will be applied on a compounding basis to the rates of pay set out in Appendix 1A and Appendix 1B.

8.2 Allowances will increase in line with the increase mechanism as outlined in Attachment 2 Appendix 2.

8.3 Special Rates will increase in line with the increase mechanism as outlined in Attachment 2 Appendix 3.

CLAUSE 9. TRANSFER OF BUSINESS

The parties to this Agreement agree and clearly intend that any sale or lease of a business (in which employees covered by this Agreement are engaged) pursuant to the Electricity Corporations (Restructuring and Disposal) Act 1999 will constitute a transfer of business Under Part 2-8 – Transfer of Business (Division 2 – Transfer of Instruments) of the Fair Work Act 2009 (Cth).

CLAUSE 10. NO EXTRA CLAIMS

The parties bound by this Agreement undertake that, until the nominal expiry date set out in Clause 4, they will not make any extra claims relating to terms or conditions of employment (whether dealt with in this Agreement or not) in respect of the employees covered by this Agreement.

CLAUSE 11. DISPUTE AND ISSUE RESOLUTION

The parties agree to follow the issue resolution process outlined in Clause 11 of Attachment 2 of this Agreement as a means of resolving disputes arising out of this Agreement.

CLAUSE 12. INDICATIVE TASKS PERFORMED BY APPENDIX 1B EMPLOYEES

The parties acknowledge the existence and performance of the indicative tasks by those employees covered by Appendix 1B of Attachment 2 of this Agreement, as detailed in Volume 1 and 2 of the folders titled 'Indicative Tasks Amendments Register' dated 4 October 2000. A copy of these folders is kept by Utilities Management and another copy is kept by the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.

Where Utilities Management and the CEPU agree, a review may be undertaken of an indicative task(s). Any such reviews will be conducted by Utilities Management and the CEPU in consultation with an affected employee(s).

Where any change to an indicatives task(s) resulting from such a review is agreed, this will be documented in the 'Indicative Task Amendments Register' referred to above.

This clause will not result in a wholesale review of indicative tasks, rather its operation should address any agreed deficiencies in individual indicative tasks.

CLAUSE 13. INCOME PROTECTION INSURANCE

Utilities Management provides Income Protection Insurance. Attachments 15 and 16 of this Agreement set out the minimum arrangements that apply.

Utilities Management may from time to time undertake competitive sourcing processes for the provision of Income Protection Insurance. Utilities Management will consult with the Unions during any such processes.

Signed by the parties:

_____	_____	_____
Full Name	Position Held	Date

Signature: _____

Signed for and on behalf of: Utilities Management Pty Ltd
1 Anzac Hwy, Keswick SA 5035

_____	_____	_____
Full Name	Position Held	Date

Signature: _____

Signed for and on behalf of: ASU (Australian Municipal, Administrative, Clerical and Services Union)
185-186 Fullarton Rd, Dulwich SA 5065
as bargaining representative for the ASU members covered by this agreement

_____	_____	_____
Full Name	Position Held	Date

Signature: _____

Signed for and on behalf of: CEPU (Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union)
312 South Rd, Richmond SA 5033
as bargaining representative for the CEPU members covered by this agreement

_____	_____	_____
Full Name	Position Held	Date

Signature: _____

Signed for and on behalf of: Professionals Australia
Suite 1 69-79 Gilbert Street Adelaide SA 5000
as bargaining representative for the Professionals Australia members covered by this agreement

_____	_____	_____
Full Name	Position Held	Date

Signature: _____

Signed for and on behalf of: AMWU (Australian Manufacturing Workers Union)
53 - 61, Dale St. Port Adelaide SA 5015
as bargaining representative for the AMWU members covered by this agreement

Full Name

Position Held

Date

Signature: _____

Signed for and on behalf of: AWU (Australian Workers Union)
22-24 Main St, Mawson Lakes SA 5095
as bargaining representative for the AWU members covered by this agreement

Full Name

Position Held

Date

Signature: _____

Signed for and on behalf of: CFMEU (Construction Forestry Mining and Energy Union)
Level 1, 32 South Tce, Adelaide SA 5000
as bargaining representative for the CFMEU members covered by this agreement

**SIGNATURES ARE CONTAINED IN
THE ORIGINAL DOCUMENTS.
THEY HAVE NOT BEEN REPRINTED
IN THIS PRINTED COPY.**

**ATTACHMENTS TO
UTILITIES MANAGEMENT PTY LTD ENTERPRISE AGREEMENT 2018**

ATTACHMENT 1	Plain English Rewrite of Clauses 23 and 24 of the Electricity Corporation (Restructure & Disposal) Act 1999
ATTACHMENT 2	Utilities Management Terms and Conditions Agreement 2018 <i>Including:</i> APPENDIX 1A Grade/Classifications Pay Structure – Grade 1-11 APPENDIX 1B Wages Employees Grade/Classifications APPENDIX 2 Allowances APPENDIX 3 Special Rates
ATTACHMENT 3	Employee Benefit – Journey Accident Coverage
ATTACHMENT 4	Employee Benefit – Salary Sacrifice – Flexible Member Superannuation Contributions
ATTACHMENT 5	Employee Benefit – Salary Sacrifice – Additional Voluntary Superannuation Contributions
ATTACHMENT 6	Employee Benefit – Salary Sacrifice – Novated Lease Vehicle
ATTACHMENT 7	Employee Benefit – Electricity Account Network Component (DUOS) Reimbursement
ATTACHMENT 8	Adelaide Metropolitan Boundary Map
ATTACHMENT 9	Flexible Working Arrangements – Flexitime (For Appendix 1A Employees Only)
ATTACHMENT 10	Flexible Working Arrangements – 19 Day Month (7.9 Hour Day For Appendix 1A Employees or 7.58 Hour Day for Appendix 1B Employees)
ATTACHMENT 11	Flexible Working Arrangements – 9 Day Fortnight (8.33 Hour Day For Appendix 1A Employees or 8.0 Hour Day for Appendix 1B Employees)
ATTACHMENT 12	Productivity Initiatives – 36 Hour Week (Appendix 1B Employees)
ATTACHMENT 13	The Electricity Trust of South Australia Salaried Officers Long Service Leave Regulations 1971
ATTACHMENT 14	The Electricity Trust of South Australia Wages Officers Long Service Leave Regulations 1972
ATTACHMENT 15	Income Protection Insurance – Attachment referred to in Clause 14
ATTACHMENT 16	Income Protection Insurance – Employees aged 65-69 Inclusive – Attachment referred to in Clause 14

The following provisions will apply to employees to whom sections 23 and 24 of the Electricity Corporations (Restructuring and Disposal) Act 1999 apply.

The parties recognise the wording contained in this clause may vary from the legislation; however it is not intended to change the application or intent of the legislation i.e. the parties still intend that it is the legislation that is to be applied if there is any inconsistency between it and this Plain English Rewrite.

1. DEFINITIONS

<i>"Award or Agreement"</i>	means an Award or Agreement made under the Fair Work Act 2009 (Cth) as amended from time to time.
<i>"ECRD Act":</i>	means Electricity Corporations (Restructuring and Disposal) Act 1999.
<i>"electricity supply industry"</i>	means the industry involved in the generation, transmission, distribution, supply and sale of electricity.
<i>"public sector employment"</i>	means employment in the Public Service of the State of South Australia or by an instrumentality of the Crown or a statutory corporation.
<i>"private sector employer":</i>	means an employer to which an employee is transferred under S23(2) of the ECRD Act; <ol style="list-style-type: none">1. or an employer who is related to an employer to which an employee is transferred under s 23 (2) of the ECRD Act.2. an employer whose shares are transferred to a purchaser under a sale/lease agreement pursuant to section 13 (3) of the ECRD Act.3. an employer who is related to an employer whose shares are transferred to a purchaser under a sale/lease agreement pursuant to section 13(3) of the ECRD Act.
<i>"rate of pay"</i>	includes an amount paid to an employee to maintain the employee's rate of pay in a position at the same level as the rate of pay of a position previously occupied by the employee. Employers are "related" for the purposes of this clause if: <ol style="list-style-type: none">1. one takes over or otherwise acquires the business or part of the business of the other; or2. they are related bodies corporate within the meaning of the Corporations Law; or3. a series of relationships can be traced between them under paragraph (a) or (b) of this definition.
<i>"relevant employment"</i>	means employment by the Electricity Trust of South Australia, an electricity corporation or a State owned company; or employment by a private sector employer.

"separation package"

means an offer of a payment of an amount not less than the lesser of the following:
(8 + 3CYS)WP;
104WP,

where –

CYS is the number of the transferred employee's continuous years of service in relevant employment determined in the manner fixed by the Minister by order in writing under s 24 (6) of the ECRD Act; and WP is the transferred employees weekly rate of pay determined in the manner fixed by the Minister by order in writing under s 24 (6) of the ECRD Act.

"State owned company":

means a company incorporated under the Corporations Law all the shares of which are held by Ministers of the Crown, nominated by the Minister by notice in the South Australian Gazette as a State-owned company for the purposes of the ECRD Act; or a subsidiary of such a company.

"transferred employee"

means an employee – who was transferred by an employee transfer order under section 23(2)(c) or (d) of the ECRD Act to the employment of the employer under a sale/lease agreement; or who was in the employment of a company that was an electricity corporation or a State owned company (as those terms are defined in the ECRD Act) when shares in the company were transferred under a sale/lease agreement made under s.13(3) of the ECRD Act; and who has remained continuously in the employment of the employer since the making of the relevant sale/lease agreement; and whose employment is subject to an Award or agreement.

2. Transferred employees whose employment is transferred by order of the Minister under section 23(2) of the ECRD Act are entitled to the following terms and conditions of employment upon the transfer of their employment by such an order of the Minister.

2.1 The Transfer of a transferred employee does not:

- affect a transferred employee's remuneration;
- interrupt a transferred employee's continuity of service;
- constitute the redundancy or retrenchment of the transferred employee.

2.2 The transfer of a transferred employee must not (except with the transferred employees consent):

- involve any reduction in the transferred employee's status; or
- involve any change in the employee's duties that would be unreasonable having regard to the transferred employee's skills, ability and experience.

2.3 A transferred employee's status is not reduced by:

- a reduction in the scope of the business operations for which the transferred employee is responsible; or
- a reduction in the number of employees under the transferred employee's supervision or management, if the transferred employee's functions in their general nature remain the same as, or similar to, the transferred employee's functions before the transfer.

- 2.4** The transferred employee's terms and conditions of employment are subject to variation after the transfer in the same way as before the transfer.
- 2.5** A transferred employee's employment will be taken to be continuous after the transfer in respect of the transferred employee's entitlement to annual leave, sick leave and long service leave.
- 2.6** The employment of a transferred employee may not be terminated as a consequence of the employee's position being identified, within the employee's first two years after becoming a transferred employee, as surplus to the employer's requirements unless:
- the employer offers and the transferred employee accepts a separation package; or
 - the employer and the transferred employee otherwise agree to a termination of the transferred employee's position.
- 2.7** The employment of a transferred employee may not be terminated as a consequence of the employee's position being identified, after the expiry of a period of two years after the employee becomes a transferred employee, as surplus to the employer's requirements:
- unless the employer offers the transferred employee a separation package and the Government offers the transferred employee public sector employment in accordance with sections 24(2) and 24(10) of the ECRD Act and;
 - the transferred employee accepts either of those offers; or
 - the transferred employee fails to accept either offer within the periods referred to in subclauses 2.9 and 2.10.
- 2.8** If a transferred employee's position is identified as surplus to the employer's requirements the employer is not required to offer the employee a separation package if the transferred employee is relocated to another position with the employer or a related employer in the electricity supply industry with:
- functions that are in their general nature the same as, or similar to, the functions of the surplus position; and
 - a principal workplace or principal work depot not more than 45 kilometres distant by the shortest practicable route by road from the principal workplace or principal work depot of the surplus position; and
 - a rate of pay that is at least equivalent to the rate of pay of the surplus position.
- 2.9** A transferred employee who is made an offer of a separation package must be allowed at least one month to accept the offer.
- 2.10** A transferred employee who is made an offer of a separation package and an offer of public sector employment must be allowed at least one month from the date of the offer of public sector employment to accept either of the offers.
- 2.11** If a transferred employee has been offered both a separation package and public sector employment and has failed to accept either offer within the period allowed, the transferred employee is taken to have accepted the offer of a separation package.
- 2.12** A transferred employee who accepts (or is taken to have accepted) an offer of a separation package under subclause 2.6 or 2.7 or 2.11 or an offer of public sector employment under subclause 2.7 agrees to waive any right to compensation or any payment arising from the cessation or change of employment, other than the right to superannuation payments or other payments to which the transferred employee would be entitled on resignation assuming that the transferred employee were not surplus to the employer's requirements.

2.13 For the purposes of subclause 2.6 the employment of a transferred employee is taken not to have been terminated by reason only of the fact that the transferred employee is relocated to another position in the employment of the same employer or a related employer in the electricity supply industry if the rate of pay of that position is at least equivalent to the rate of pay of the employee's previous position.

3 The parties to this Agreement agree that the provisions of sections 23 and 24 of the Act are specifically and expressly incorporated into this Agreement as if they were set out here in full.

4 REDEPLOYMENT (TRANSFERRED EMPLOYEES)

Before exercising the provisions of Clause 2 of Attachment 1 above relating to separation packages or public sector employment for transferred employees, Utilities Management will examine options for redeployment within Utilities Management.

5 NON TRANSFERRED EMPLOYEES

The parties acknowledge that employees engaged following lease are not covered by the job security provisions of the Electricity Corporations (Restructuring and Disposal) Act 1999.

CLAUSE 1 GENERAL

1.1 TITLE

This is the Utilities Management Terms and Conditions Agreement 2018, Attachment 2 of the Utilities Management Pty Ltd Enterprise Agreement 2018.

1.2 ARRANGEMENTS

Major clause headings only.

CLAUSE 1	GENERAL	Page
1.1	Title.....	12
1.2	Arrangement.....	12
1.3	Definitions.....	16

CLAUSE 2 CONTRACT OF EMPLOYMENT

2.1	Confirmation of Classification and Employment Category.....	18
2.2	Employment Contract.....	18
2.3	Employment Categories.....	18
2.4	Probation.....	21
2.5	Selection and Appointment for Vacant Positions.....	21
2.6	Employee Development Opportunities.....	22
2.7	Code of Conduct.....	22
2.8	Fair Treatment.....	23
2.9	Disciplinary Action.....	23
2.10	Termination of Employment.....	25
2.11	Abandonment of Employment.....	26
2.12	Training and Acquisition of Additional Skills.....	27
2.13	Safety Clothing, Equipment and Tools.....	27
2.14	Redeployment, Relocation and Wage/Salary Maintenance.....	28
2.15	Employee Facilities.....	28
2.16	Union Representation.....	29

CLAUSE 3 CONSULTATION

3.1	General Consultation.....	30
3.2	Consultation on Changes to Roster or Ordinary Hours of Work.....	31
3.3	Consultation on the Selection of Providers of Supplementary Labour and Contract for Services.....	31
3.4	Consultation and Communication Forum (CCF).....	31

CLAUSE 4 CLASSIFICATIONS AND REMUNERATION

4.1	Principles Governing Remuneration	
	- Appendix 1A Positions.....	33
4.2	Principles Governing Remuneration	
	- Appendix 1B Positions.....	34
4.3	Grading Resolution Procedure.....	35
4.4	Classification Process - Appendix 1A Positions.....	35
4.5	Temporary Higher Class Duties (THCD).....	37
4.6	Specific Qualifications.....	39
4.7	Professional Development Appointments.....	39
4.8	Rates of Pay.....	40
4.9	Individual Voluntary Remuneration Agreements.....	40
4.10	Annualised Pay.....	41
4.11	Remuneration Packaging Agreements (Salary Sacrifice).....	41
4.12	Method of Payment.....	42
4.13	Superannuation Guarantee Charge.....	43

CLAUSE 5 ORDINARY HOURS OF WORK - DAY WORKERS

5.1	Normal Hours – Day Workers.....	44
5.2	Irregular Afternoon Work.....	44
5.3	Meal Break - Ordinary Work.....	44
5.4	Other Breaks.....	44
5.5	Flexible Working Arrangements – Flexitime (For Appendix 1A Employees Only).....	44
5.6	Flexible Working Arrangements – 19 Day Month (7.9 Hour Day For Appendix 1A Employees Or 7.58 Hour Day For Appendix 1B Employees).....	44
5.7	Flexible Working Arrangements – 9 Day Fortnight (8.33 Hour Day For Appendix 1A Employees Or 8.0 Hour Day For Appendix 1B Employees).....	45

CLAUSE 6 OVERTIME - DAY WORKERS

6.1	General.....	46
6.2	Overtime - Continuous with Ordinary Hours.....	48
6.3	Overtime - Not Continuous with Ordinary Hours.....	49
6.4	Overtime - Part time/Casual Employees.....	50
6.5	Standing By.....	50
6.6	Travelling Time.....	50

CLAUSE 7 MISCELLANEOUS

7.1	Allowances.....	51
7.2	Special Rates.....	52
7.3	Travel.....	53
7.4	Electrical Workers Registration Fee.....	58
7.5	Journey Accident Coverage.....	58
7.6	Contractor Parity.....	58
7.7	Lost Time Injury Reporting.....	59
7.8	Hot Weather Policy.....	59
7.9	Use of Position Locating Functionality within any Device.....	59
7.10	Trade Skilled Workers Powerline – Fitting Meters Country Areas.....	60
7.11	Overtime Payments while on WorkCover/Availability.....	60
7.12	AS3000 Training and Book.....	60
7.13	Driver’s Licence Reimbursement.....	60
7.14	Flexible Working Options for Mature Age Workers.....	61
7.15	Availability Incentive Payment Scheme.....	62
7.16	Major Incident Allowance.....	62
7.17	Individual Flexibility Arrangement.....	64

CLAUSE 8 LEAVE

8.1 Relationship Between this Clause and the National Employment Standards.....	66
8.2 Annual Leave.....	66
8.3 Purchased Annual Leave.....	67
8.4 Long Service Leave.....	68
8.5 Personal/Carer's Leave.....	70
8.6 Parental and Maternity Leave.....	71
8.7 Public Holidays.....	73
8.8 Compassionate Leave.....	74
8.9 Emergency Leave.....	75
8.10 Jury Service.....	75
8.11 Leave Without Pay.....	75
8.12 Trade Union Training Leave.....	75
8.13 Other Leave.....	75
8.14 Family And Dometic Violence Leave.....	75

CLAUSE 9 SHIFT WORK

9.1 General.....	77
9.2 Definitions.....	77
9.3 Shift Allowances.....	77
9.4 Pay Equalisation.....	78
9.5 Ordinary Hours of Work.....	78
9.6 Overtime.....	78
9.7 Rosters.....	79
9.8 Meal and Other Breaks.....	80
9.9 Annual Leave.....	80
9.10 Long Service Leave.....	82
9.11 Minimum Break.....	83
9.12 Network Operations Centre (NOC) Personal/Carer's Leave During Float Period.....	83
9.13 Network Operations Centre (NOC) Stand Down Payment During Float Period.....	84
9.14 Daylight Saving.....	84

CLAUSE 10 APPRENTICES

10.1 General.....	85
10.2 Contract of Training.....	85
10.3 Rates of Pay.....	86
10.4 Overtime and Shift Work.....	86
10.5 Leave.....	86
10.6 Lost Time.....	86
10.7 Reimbursement of Educational Fees.....	87
10.8 Proportion.....	87

CLAUSE 11 ISSUE RESOLUTION 88

APPENDIX 1A GRADES/CLASSIFICATION PAY STRUCTURE – GRADES 1-11

Table A	Rates applicable from 1st pay period commencing on or after 1 July 2017.....	89
Table B	Rates applicable from 1st pay period commencing on or after 1 July 2018.....	90
Table C	Rates applicable from 1st pay period commencing on or after 1 July 2019.....	91
Table D	Rates applicable from 1st pay period commencing on or after 1 July 2020.....	92
Table E	Junior and Vocational Employees Holding a Position Classified in Grade 1 of this Appendix commencing 1st pay period on or after 1 July 2017.....	93
Table F	Junior and Vocational Employees Holding a Position Classified in Grade 1 of this Appendix commencing 1st pay period on or after 1 July 2018.....	93
Table G	Junior and Vocational Employees Holding a Position Classified in Grade 1 of this Appendix commencing 1st pay period on or after 1 July 2019.....	93
Table H	Junior and Vocational Employees Holding a Position Classified in Grade 1 of this Appendix commencing 1st pay period on or after 1 July 2020.....	93

APPENDIX 1B WAGES EMPLOYEES – GRADE/CLASSIFICATIONS

Table A	Rates applicable from 1st pay period on or after 1 July 2017, 1 July 2018, 1 July 2019, 1 July 2020.....	94
---------	--	----

APPENDIX 2 ALLOWANCES

1	Increase Mechanism.....	95
2	Availability Allowances.....	95
3	Disability Allowances.....	98
4	Electrical Workers Allowance.....	98
5	Other Allowances.....	98
6	Allowance Payments.....	99
Table 1	Availability Allowances.....	100
Table 2	Disability Allowances.....	102
Table 3	Electrical Workers Allowance.....	105
Table 4	Other Allowances.....	106

APPENDIX 3 SPECIAL RATES

1	Increase Mechanism.....	112
Table 1	Special Rates.....	112

1.3 DEFINITIONS

For the purpose of this Agreement the following definitions apply:

<i>“day”</i>	except where otherwise indicated, a day is a twenty four (24) hour period from midnight to midnight.
<i>“employee”</i>	means any person employed by Utilities Management whose work is covered by this Agreement and means both the singular and plural where not specified otherwise in the clause.
<i>“Utilities Management”</i>	means Utilities Management Pty. Ltd. and includes, where the context permits, any duly authorised officer acting on behalf of Utilities Management Pty. Ltd.
<i>“leader”</i>	means any person who supervises the work of others.
<i>“manager”</i>	means a branch or department head.
<i>“non transferred employee”</i>	means an employee who was not transferred by an employee transfer order to the employment of Utilities Management under the lease agreement and whose employment is not subject to an Award or Agreement. All employees employed after 28 January 2000 are considered non-transferred employees.
<i>“ordinary rate”</i>	means any pay rate specified and payable to an employee for the ordinary hours of work without applying any overtime rate, shift allowance or other allowance (including Temporary Higher Class Duties) or payment pursuant to this Agreement.
<i>“pay point”</i>	means any salary rate specified in Appendix 1A.
<i>“penalty rate”</i>	means an additional amount paid for working in excess of agreed ordinary or rostered hours.
<i>“reclassification”</i>	means a change to the grade of a position as determined by the Classification Review Committee.
<i>“standard working hours”</i>	means a daily span of hours normally worked by full time employees within a work location
<i>“transferred employee”</i>	means an employee who was transferred by an employee transfer order to the employment of Utilities Management under the lease agreement and whose employment is subject to an Award or Agreement
<i>“Union”</i>	means any employee organisation party to this Agreement.
<i>“week”</i>	means seven (7) consecutive calendar days.
<i>“week day”</i>	means any day from Monday to Friday inclusive which is not a public holiday.
<i>“working day”</i>	means <ul style="list-style-type: none">• in the case of a day worker, any week day; or• in the case of a shift worker, any day on which the officer is rostered for duty on an ordinary shift which begins on that day.

“year of service”

means a period of 365 days (366 days in a leap year) between beginning employment and the anniversary in the next and subsequent years.

CLAUSE 2 CONTRACT OF EMPLOYMENT

2.1 CONFIRMATION OF CLASSIFICATION AND EMPLOYMENT CATEGORY

Before employment begins, Utilities Management will advise in writing the employee's classification, employment category (i.e. full time, part time, casual, defined term or apprenticeship) and rate of pay under this Agreement. The employee is to acknowledge this advice in writing before the employment relationship commences.

Utilities Management will confirm any change in writing and the employee is to acknowledge their receipt and acceptance in writing where there is:

- a) any agreed change to the category of employment; or
- b) an agreed temporary change to the employee's classification or rate of pay for a period in excess of two (2) weeks.

2.2 EMPLOYMENT CONTRACT

2.2.1 Term of Employment

Employment is by the fortnight.

2.2.2 Employees to work within full range of skills

Employees will:

- a) exercise the full extent of their skill and competency as required by Utilities Management and will not prevent other employees from working in a like manner;
- b) undertake a full range of tasks up to the level of standard of the training provided as required by the prescribed criteria; and
- c) perform a wide range of duties within their training and competence including work which is incidental or peripheral to their main tasks or functions (subject to training, competency and health and safety requirements);

provided that employees will not be called upon to perform excessively or predominantly duties or functions below the levels of their main job roles.

2.3 EMPLOYMENT CATEGORIES

2.3.1 Full time

A full time employee works the ordinary hours prescribed in subclauses 5.1 or 9.5 of this Agreement.

2.3.2 Part-time/Job Sharing Working Arrangements

General

2.3.2.1 A part time employee is an employee who works to an agreed pattern of attendance which is less than full time hours.

2.3.2.2 Part time employees will accrue paid leave entitlements on a pro rata basis.

2.3.2.3 Part time employees will receive paid time off on public holidays that coincide with a day of their agreed pattern of attendance.

2.3.2.4 Overtime is paid in accordance with subclause 6.4 of Attachment 2.

2.3.2.5 Initiation of Part Time/Job Share Employment

Employees will not be required to convert their full time position to part time or a job share arrangement or vice versa. However proposals for part-time/job share employment may be initiated by an employee.

If a proposal to move from full time to part-time/job share working arrangements is initiated by an employee(s), Utilities Management will take regard to the personal reasons put forward by the employee(s) in support of the proposal. Subject to operational requirements, Utilities Management will not unreasonably refuse a part-time/job share proposal. Ultimately the decision rests with Utilities Management.

2.3.2.6 Written Agreement

Before any period of part-time/job share working arrangements commence, an agreement in writing will be required between Utilities Management and the employee(s) which specifies;

- a) the prescribed weekly or cycle hours;
- b) the term of the agreement;
- c) the conditions of employment that will apply at the end of the agreement;
- d) that part time/job share employees will accrue paid leave entitlements (including purchased annual leave) in proportion to the number of ordinary hours worked against full time hours;
- e) whether Flexitime will be available and the conditions of its application. Flexitime will normally be available for part time/job share employees who work 37.5 hours or more per fortnight unless it can be demonstrated that operational requirements preclude it; and
- f) other relevant matters.

2.3.2.7 Any variation to the Agreement must be agreed and will be in writing.

2.3.2.8 Where a full time employee(s) converts to a part-time/job share working arrangement for an agreed fixed period, the date of reversion to full time employment shall be specified as a part of the written agreement.

Eight (8) weeks prior to the working arrangement end date Utilities Management and the employee(s) will discuss the impending end of the written agreement. Should the employee seek a different outcome to that specified, the employee shall immediately notify Utilities Management in writing. In this case a review between the employee(s) and their leader will occur to discuss and agree on subsequent working arrangements. If agreement between the employee(s) and their leader is not reached the part time/job share arrangement shall cease as per the original agreement and the employee(s) will revert, upon the agreement's expiration, to working in accordance with that specified in the agreement.

2.3.2.9 Regular Discussion Meetings

During any period of part-time/job share employment the employee(s) and their leader will have regular meetings to discuss any issues that may arise from the part-time/job share arrangement.

2.3.3 Defined Term

2.3.3.1 General

- a) An externally recruited employee may be engaged full time or part time for a defined term;
- b) An existing employee is not precluded by this provision from seeking a defined term arrangement; and
- c) This provision will not be used by Utilities Management to convert existing full time or part time employees to defined term employment.

2.3.3.2 Use of Defined Term Contract

Utilities Management will only initiate defined term employment to supplement the existing workforce.

Utilities Management will give due consideration to the use of Utilities Management employees prior to initiating defined term employment to supplement the existing workforce.

The use of defined term employment will be limited to the following circumstances:

- a) to cover periods of temporary absence; or
- b) to provide additional support, specialist skills and/or services to meet a specific business need; or
- c) to work on a defined project or projects.

2.3.3.3 Terms and Conditions

A person who is engaged on a defined term contract under this Agreement:

- a) is subject to the conditions of employment applying under this Agreement; and
- d) is subject to other Utilities Management terms and conditions applying from time to time including those set out in the letter of offer.

An offer of defined term employment will be in writing and will specify a term of employment or a term linked to the completion of a particular task or project to be performed by the employee.

2.3.4 Casual

2.3.4.1 General

- a) A casual employee is engaged by the hour and paid an hourly rate based on the appropriate pay rate in Appendices 1A and 1B to this Agreement plus a loading of 20% that makes up for the nature of casual employment. This amount excludes any entitlement to paid leave with the exception of long service leave;
- b) a casual employee is subject to all other terms and conditions under this Agreement;
- c) the minimum pay point for a casual adult employee in an Appendix 1A Grade 1 position will be G01-26 (at age 21) and G01-31 (at age 22 and beyond); and
- d) overtime is paid in accordance with subclause 6.4.

2.3.4.2 Use of Casuals

- a) A casual employee is paid a minimum of four (4) hours for each agreed engagement unless the employee is given at least twenty-four (24) hours notice that they are not required for that particular engagement; and
- b) Utilities Management will advise local employees whenever casual employment is to be used. Where there is to be a change to current practice the parties to this Agreement are to consult before casuals are engaged.

2.3.5 Apprenticeships

Refer Clause 10.

2.4 PROBATION

New employees may be employed on a probationary period of up to three (3) months. During this period, Utilities Management or the employee can withdraw from the contract of employment by the giving of two (2) weeks notice or by the payment or forfeiture of two (2) weeks pay.

The probationary period may be extended once only for up to a further three (3) months where the reason for the extension has been discussed between Utilities Management and the employee and confirmed in writing.

2.5 SELECTION AND APPOINTMENT FOR VACANT POSITIONS

All vacant positions, covered in the Utilities Management Terms and Conditions Agreement 2018 in Appendix 1A and 1B, requiring permanent appointment will be advertised internally throughout the whole organisation in the first instance.

In the situation where Utilities Management wishes to advertise the position externally then consultation and agreement will occur with the relevant union(s). Agreement will not be unreasonably withheld.

2.5.1 Conditions applying to appointment to a position in Powercor/CitiPower

In the event that a Utilities Management employee is appointed to a permanent position in either Powercor or CitiPower, the following shall apply:

- the employee will receive support as per relevant Utilities Management policies, eg. Relocation etc;
- the employee shall resign their employment with Utilities Management Pty Ltd;
- in the event that an employee is a “transferred employee” in line with the Electricity Corporation (Restructure & Disposal) Act 1999 and this Enterprise Agreement, that status will cease upon their resignation;
- annual and Long Service leave balances will be paid out to the employee on their termination;
- service with Utilities Management Pty Ltd is continuous in respect of their service with their new employer; and
- sick leave balances will be transferred with the employee to their new employer.

2.5.2 Secondment for Vacant Positions

In the event there are no suitable applicants for a vacant Appendix 1A or 1B position, Utilities Management may offer a short term secondment to provide the most suitable Utilities Management candidate the opportunity for 'on the job' development. The short term secondment will be for a minimum of three (3) months and up to a maximum of twelve (12) months.

An employee may choose to accept the short term secondment on the following basis:

- at an agreed rate of pay reflective of work value and deliverables to be produced; and
- with an agreed development plan in place incorporating specific development outcomes and associated dates.

Utilities Management's offer cannot reduce an employee's rate of pay below their current substantive rate of pay.

At the end of the secondment term, a seconded employee who has successfully completed the requirements of the agreed development plan, will be permanently appointed to the position at the classified rate of pay.

The parties acknowledge that use of secondments in these circumstances will be minimal.

2.6 EMPLOYEE DEVELOPMENT OPPORTUNITIES

Employee development opportunities may arise through either:

- temporary vacancies; and/or
- employees who are interested in pursuing a specific career path or working in a specific business area contacting the relevant leader and expressing interest.

Utilities Management may consider providing an employee with "on the job" development opportunities. Short term development opportunities of up to twelve (12) months may be offered and 'Expressions of Interest' may be sought.

An employee may choose to accept this development opportunity at an agreed rate of pay reflective of work value and deliverables produced. Utilities Management's offer cannot reduce an employee's rate of pay below their current substantive rate of pay.

Should a temporary vacancy become a permanent vacancy, the position will be advertised in accordance with subclause 2.5.

The parties commit to ongoing reviews of the operation of this clause.

2.7 CODE OF CONDUCT

All employees will have made available to them a copy of the Utilities Management Code of Conduct in effect from time to time and will abide by the requirements contained in the Code.

2.7.1 Confidentiality

Utilities Management's requirements in relation to confidentiality will not extend beyond those normally required of employees by the law. This provision is not intended to inhibit proper communication on employee relations issues between Utilities Management, employees and their Unions.

At all times (including after leaving Utilities Management employment), employees will observe confidentiality of information relating to Utilities Management's business. Confidential information must not be disclosed except in the proper performance of the employee's duties

or in accordance with the instruction or authority of Utilities Management. Employees will take all reasonable steps as advised by Utilities Management to ensure such information is kept confidential.

"Confidential information" means all information, knowledge, trade secrets, processes or data concerning or relating to the business of Utilities Management, customers and Utilities Management personnel of which an employee may become aware in the course of their employment.

"Confidential information" does not include information that is or has become public knowledge through no act or failure by the employee or which the employee can show was not acquired directly or indirectly from Utilities Management.

2.7.2 Conflict of Interest

Prior to engaging in any personal activity which could amount to a conflict of interest with Utilities Management's business, the employee is to inform Utilities Management.

Where circumstances change in respect of any conflict of interest, the employee is to inform Utilities Management immediately on the occurrence of any such change or as soon as possible.

2.8 FAIR TREATMENT

Utilities Management recognises that all employees have the right to work in an environment free from unlawful discrimination and harassment.

Utilities Management is committed to giving every person the opportunity to work and compete on equal terms (on merit) in all areas of employment.

In considering appointments, Utilities Management operates in accordance with an agreed Employment Process. Appointments are based on merit and give consideration to the specified selection criteria of the position. The decision of Utilities Management is final.

2.9 DISCIPLINARY ACTION

2.9.1 Disciplinary Action – Stages

Before taking action under any of the following stages, the leader is to establish that the problem exists by discussing it with the employee concerned and any other parties involved.

At any stage in this process an employee may request the presence of a representative of their choice to attend the interview.

Nothing in this provision will prevent Utilities Management from determining to bypass one or more stages where the behaviour is regarded as so serious as to warrant such a measure but does not justify instant dismissal.

2.9.1.1 Stage 1 - Informal Counselling

Informal counselling is conducted by a leader who will discuss the issue with the employee and identify any improvement in work performance or behaviour which may be required.

A diary note of the interview is to be kept by the leader who will indicate this to the employee.

2.9.1.2 Stage 2 - Formal Counselling

A formal counselling is conducted by the leader identifying the nature of the poor performance or behaviour and indicating that failure to address the problem may result in further disciplinary action.

Prior to the interview the employee is to be advised that they may request the attendance of a representative of their choice to attend the interview.

The leader is to prepare a written record of the interview. A copy of the document is to be provided to the employee who will acknowledge receipt of same in writing on the original. The employee is to be given the opportunity to record any comments on the original which is to be retained by the leader.

2.9.1.3 Stage 3 - Formal Warning

The employee's leader/manager is to advise the employee of the intention to conduct an interview which may result in a formal written warning. They will invite the employee to seek the attendance of a representative of their choice to attend the interview. During an interview at which a formal warning may be given, the employee's manager (or officer acting in the position) must be present.

Subject to confirmation of the details of the work performance or behavioural problem, the employee is to be advised that the consequences of not addressing the problem will lead to disciplinary action, including possible termination of employment.

The leader/manager is to prepare a written record of the interview. A copy of the document is to be provided to the employee who will acknowledge receipt of same in writing on the original. The employee is to be given the opportunity to record any comments on the original which is to be retained by the leader/manager.

2.9.1.4 Stage 4 - Investigation and Interview which may lead to dismissal

Following investigation of the relevant facts the employee will be told of the allegations and be given the opportunity to state their case. The employee will be invited to request the attendance of a representative of their choice to attend the interview.

After considering the facts and the employee's response, Utilities Management may determine to:

- a) take no further action; or
- b) take alternative disciplinary action; or
- c) dismiss the employee with notice; or
- d) dismiss the employee summarily.

2.9.2 Alternative to Dismissal

Where Utilities Management has taken the decision that sufficient grounds for termination of employment exist, as an alternative to dismissal Utilities Management may offer the employee:

- a) suspension from duty without pay for up to two (2) weeks; and/or
- b) a temporary or permanent reduction in the employee's pay point within the classification level (Appendix 1A employees); or

- c) a temporary or permanent placement in another position at the same or lower grade or classification; or
- d) forfeiture of up to two (2) weeks annual leave.

Where the employee has been subject to a reduction, this does not preclude them from accessing their normal entitlements eg PPR, reclassification etc.

2.9.3 Disciplinary Action - Dismissal without Notice

Utilities Management may dismiss an employee without notice for gross and wilful misconduct and/or neglect of duty justifying instant dismissal, whereon the employee will be paid up to the time of dismissal only.

During an investigation into allegations of gross and wilful misconduct and/or neglect of duty, Utilities Management may:

- a) in the case of Appendix 1A employees only, suspend the employee from duty with or without pay (limited to two (2) weeks); or
- b) temporarily place the employee in another position.

Utilities Management may reinstate the employee with full payment of the amount withheld during the period of suspension.

2.10 TERMINATION OF EMPLOYMENT

2.10.1 Notice Period – Resignation

- a) Subject to the requirements of the Fair Work Act 2009 (Cth) and except in the case of redundancy, employment may be terminated with a minimum of two (2) weeks notice.
- b) Where an employee leaves during the notice period without agreement by Utilities Management, they will forfeit two (2) weeks pay or a pro rata amount where part of the notice period has been worked.
- c) Utilities Management may elect to pay out the notice period.

2.10.2 Notice Period – Redundancy

a) Transferred employees

In accordance with the Electricity Corporations (Restructuring and Disposal) Act 1999 transferred employees will be given a minimum of four (4) weeks notice.

b) Non transferred employees

In the event redundancy proceeds, Utilities Management will provide to the employee who is to be made redundant five (5) weeks notice or payment in lieu thereof.

Where payment in lieu does not apply, employees will not be entitled to payment for any proportion of the notice period not worked, excluding personal/carers leave or other approved leave.

2.10.3 Payment on Termination

- a) Final payment will be paid on the date of termination unless this is not possible in which case it will be made available within three (3) working days.

- b) Utilities Management will pay all accrued annual leave entitlements to employees with more than one (1) month's service. Pro rata entitlements will be calculated on the basis of each completed month of service.
- c) Utilities Management will pay all long service leave entitlements to employees with more than seven (7) years continuous service provided that where an employee is dismissed for gross or wilful misconduct, Utilities Management may withhold any payment for pro rata long service leave entitlements where the employee has less than ten (10) years continuous service. Refer subclause 8.4.5.
- d) Where Utilities Management has granted leave in advance, it will deduct from the employee's final pay that amount paid in advance and still owing.
- e) Any amount retained or advanced to an employee to reduce or eliminate fluctuations in the fortnightly pay is a debt to Utilities Management or the employee as the case may be. That amount will be taken into consideration when the termination pay is calculated.

2.10.4 Death While Employed

Where an employee dies while employed, the employees' accrued leave entitlements and pay will be paid by Utilities Management, within fourteen (14) days of notification to Utilities Management of the death, into the employee's bank account nominated for the receipt of wages.

2.10.5 Transferred Employees – Redundancy

Redundancy provisions for Transferred Employees will be in accordance with the Electricity Corporations (Restructuring and Disposal) Act 1999. Refer to Attachment 1 of the Utilities Management Enterprise Agreement 2018.

2.10.6 Non Transferred Employees – Redundancy

Non Transferred Employees may be made redundant if their position is no longer required as a result of reorganisation, changed business practice/requirements, technological change or a downturn in business.

If, as a result of the above, an employee's position is considered surplus consultation will occur with the employee(s) and their union. Severance pay will include all-purpose allowance(s).

Each affected employee will be allowed the equivalent hours of up to two (2) days off on full pay during the period of notice for the purpose of attending a job interview/financial counselling.

Severance pay will be calculated at a minimum of three (3) weeks and then three (3) for each continuous year of completed service thereafter with Utilities Management subject to a ceiling of thirty (30) weeks. Pro rata payment will apply in the last year of uncompleted service.

Upon date of termination, redundant employees will receive a pro rata payment for any accrued annual leave not yet taken, plus, any annual leave loading that would have been placed on that leave. Employees will receive long service leave not yet taken, if they have completed seven (7) years of continuous service.

2.11 ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for a continuous period exceeding three (3) working days without approval or notification to Utilities Management, Utilities Management may advise the employee in writing that unless the employee provides within fourteen (14) days substantive justification for the absence acceptable to Utilities Management, employment can be terminated.

Termination of employment by abandonment operates from the employee's last attendance at work or the last day's absence in respect of which consent was granted (whichever is the latter) for the purposes of calculating accrued entitlements and pay.

2.12 TRAINING AND ACQUISITION OF ADDITIONAL SKILLS

Utilities Management will develop and maintain training and development programs consistent with the current and future skill needs of the business whilst providing career opportunities for employees. Employees undergoing training will be paid:

- a) at their ordinary rate; or
- b) in a temporary situation, the agreed rate; or
- c) as per roster where the employee is a shift worker.

2.13 SAFETY CLOTHING, EQUIPMENT AND TOOLS

2.13.1 General

- a) Utilities Management is committed to ensuring the safety of employees at all times. It complies with the Work Health and Safety Act 2011 and Work Health and Safety Regulations 2011 and will supply clothing and equipment required by the employee to carry out duties in a safe manner.
- b) Any form of protective clothing required by Utilities Management to be worn or specified by that Act and Regulations will be supplied free of cost to the employee.
- c) Employees are to wear the clothing and use equipment supplied. Disciplinary action may be taken where an employee breaches the Utilities Management safety policy in regard to wear, and use of, protective clothing and equipment.
- d) Replacement will be made at appropriate intervals based on fair wear and tear.

2.13.2 Case Hardened Lenses

Utilities Management will pay for an employee to have prescription lenses case hardened when required.

2.13.3 Damage to Clothing, Spectacles and Tools

- a) Compensation to the extent of the damage sustained will be made where, in the course of the employee's duties, clothing, spectacles, hearing aids or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances.
- b) With tools, Utilities Management's liability is limited to such tools of trade as are ordinarily required for the performance of the employee's duties.
- c) This provision does not apply when an employee is entitled to Worker's Compensation in respect of the damage.

2.13.4 Guarding of Machinery, etc - Application of State Laws

Utilities Management complies with all relevant requirements of State Acts and Regulations relating to the guarding of machinery and the installation and maintenance of dust extracting appliances.

2.13.5 Protective Equipment – Welding

Utilities Management will provide a sufficient supply of the following equipment to each welder and assistant:

- suitable protective fire proof blankets;
- appropriate welding shields;

- appropriate protective goggles (with correct shading); and
- leather aprons, leather jackets, leather hoods, leather sleeves and leggings, coveralls of flame proof material and gauntlet gloves.

Where electric arc operators are working, screens which are suitable and sufficient for the protection of employees from flash, will be provided by Utilities Management.

2.13.6 Safety Gear – Live Work

Adequate safety gear (including insulating gloves, mats and/or shields where necessary) will be provided for any employee required to work on live electrical equipment.

2.13.7 Tool Storage – Away from Workshop

Utilities Management will provide free secure storage for tools where a TSW or apprentice on a job away from the workshop is unable to arrange their own suitable free storage.

2.13.8 Ventilation

While any work is being carried on in any confined or enclosed space in which

- fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the corners of the work; or
- the atmosphere may otherwise become vitiated;

Utilities Management will install appropriate exhaust apparatus to ensure safe working conditions in any such confined or enclosed space.

2.14 REDEPLOYMENT, RELOCATION AND WAGE/SALARY MAINTENANCE

Utilities Management has in place a Relocation Directive and a Redeployment and Wages & Salary Maintenance Policy. Those documents are internal policies which Utilities Management, from time to time, will review. Utilities Management will consult with the relevant Unions concerning these policies with a view to reaching an agreed position which reflects a competitive business environment.

Utilities Management will manage redeployment, relocation and wage/salary maintenance for employees in accordance with those documents and this Agreement.

2.15 EMPLOYEE FACILITIES

2.15.1 General

Utilities Management will provide:

- boiling water at meal times where practicable;
- sufficient supply of cool drinking water;
- a suitable locker for each Appendix 1B employee, or clothes hanging facilities, which give reasonable protection to an employee's clothes at permanent workplaces;
- hot and cold showers in line depots and other work places where working conditions are such that an employee needs a shower after work;
- access to a properly maintained and effective first aid kit; and
- proper and sufficient washing and sanitary conveniences.

2.15.2 Noticeboards

For the purposes of displaying formal union notices pertaining to the employment relationship between Utilities Management and its employees, Utilities Management will provide noticeboards of reasonable dimensions in prominent positions.

2.16 UNION REPRESENTATION

The parties to this agreement acknowledge a shared commitment to address workplace issues in a fair and reasonable manner and on the basis of mutual trust.

Utilities Management recognises that union delegates will be treated fairly in performing their union delegation role without discrimination in their employment.

On notification to Utilities Management, an employee appointed as a shop steward/workplace representative in the work location in which the employee is employed will be recognised as the accredited representative of the union of which the employee is a member.

The union delegate, as officially nominated through the respective union, will be supported in their role by Utilities Management by allowing sufficient time during working hours to directly:

- represent members;
- place union information on the workplace notice boards pertaining to the employment relationship between Utilities Management and its employees; and
- use Utilities Management facilities including phone, fax, photocopier, computer and e-mail to directly represent their members.

Official union work pertaining to the employment relationship and or matters in this Agreement undertaken on Utilities Management premises outside the normal span of hours must have prior leader approval.

CLAUSE 3 CONSULTATION

3.1 GENERAL CONSULTATION

3.1.1 Introduction

Utilities Management is committed to open and honest consultation with its employees and their union representatives.

Consultation will mean informed discussion between Utilities Management, its employee(s) and their union representative(s) on workplace change likely to have a significant impact on an employee or employees. The purpose is to consider all information, advice and opinions and to create a genuine opportunity to influence Utilities Management's final decision.

The parties recognise that there may be extraordinary circumstances where the capacity to consult in strict accordance with this clause may not be possible including where disclosure of confidential information could compromise Utilities Management's business position. In such cases, the decision will be communicated to the employee(s) and their union representative(s) and consultation will occur in relation to the means of implementing the decision.

Nothing in subclause 3.1 prevents an employee from appointing a representative of their choice at any stage of the consultative process.

3.1.2 Principles

Utilities Management acknowledges the important role its employees and their union representatives have in the change process.

The timing, method and extent of consultation may vary according to the nature of the issue.

Utilities Management will consult on any change proposal likely to have a significant impact on employees prior to a final decision being made (eg major changes in structure or organisation, the introduction of new technology, new work practices etc).

Consultation will provide an opportunity for Utilities Management and the union(s) to discuss ways to minimise any adverse impact upon employees that may arise from any proposed change.

3.1.3 Guidelines

Consultation on change proposals will take place as close as possible to the workplace where the change will impact.

Initial consultation may be verbal and/or written. Utilities Management will provide employees and their union representative(s) with information concerning change proposals, including the expected impacts on employees. Where the proposed change is significant, details of those changes will be provided in writing.

The parties recognise that some minor change issues at a workplace level may not require the involvement of union representative(s) in the consultation process. However, where an employee(s) and/or a relevant union representative(s) requests involvement in the consultation process, Utilities Management will cooperate with such requests.

This does not limit the rights of parties to use normal industrial processes through negotiation or arbitration.

3.2 CONSULTATION ON CHANGES TO ROSTER OR ORDINARY HOURS OF WORK

If Utilities Management proposes to make changes to employees' regular rosters or ordinary hours of work, the process for general consultation outlined in subclause 3.1 will apply.

In addition to that process, Utilities Management will ensure that:

- all affected employees are provided with information about the change;
- all affected employees are invited to give their views about the impact of the change; and
- proper consideration is given to any views given by the employees about the impact of the change.

This clause does not apply to casual employees who do not have a regular roster or set ordinary hours of work.

3.3 CONSULTATION ON THE SELECTION OF PROVIDERS OF SUPPLEMENTARY LABOUR AND CONTRACT FOR SERVICES

Supplementary Labour

Utilities Management will consult with the respective union(s) when making the selection of preferred suppliers for the supplementary labour contractor panel(s).

Contract for Services

Utilities Management will consult with the respective union(s) prior to placing contracts for defined projects (contracts for services) for core work. Where core work is defined as the management, design, construction, maintenance, administrative and clerical support of its electricity asset and telecommunications associated with the operation of that asset (excluding commercial telecommunications).

3.4 CONSULTATION AND COMMUNICATION FORUM (CCF)

In establishing this Forum, Utilities Management and the Unions acknowledge that there are issues that will be dealt with outside of the CCF.

3.4.1 General

The purpose of the CCF is to provide a forum to:

- provide communication through briefings;
- discuss and obtain feedback;
- allow for genuine consultation (as described in subclause 3.1.1)

on those significant issues (ie larger corporate issues) that might be of interest or concern to significant numbers of employees of Utilities Management.

The approach used will vary for each item and will be determined by the nature of the item.

Issues that are specific to individuals or smaller groups of employees should be discussed by other means and in other forums. As outlined in Clause 11 – Issue

Resolution, employees are encouraged in the first instance to raise jobsite specific issues with their leader.

Utilities Management and the Unions will give prompt and genuine consideration to any matters put forward at a CCF meeting and will deal with all matters raised in a fair and responsible manner.

The CCF will operate consistent with appropriate communication processes and/or consultation (as described in subclause 3.1.1) however, the CCF is not a decision making body.

Meetings of the CCF may discuss items or processes that are ultimately the responsibility of Utilities Management. Discussion at the Forum about those items or processes does not change Utilities Management's responsibility for those items or processes.

There will be a maximum of three (3) meetings per year, notionally held in each March, July and November. Meetings will be scheduled well in advance and will be held at agreed times. The administrative arrangements for these meetings will be provided by Utilities Management.

3.4.2 Composition

Up to four (4) workplace representatives from each Union in addition to the Union Officials will be able to attend each CCF meeting. Utilities Management representatives will attend as nominated by Utilities Management. Utilities Management representatives will be relevant Human Relations personnel plus relevant line managers from the business and, where appropriate, possibly relevant Executive Management Group (EMG) member(s).

The meetings will be chaired by a Utilities Management representative as nominated by Utilities Management and may vary from meeting to meeting.

No quorum exists for any CCF meeting.

3.4.3 Agenda Items

The Unions and Utilities Management will supply initial draft agenda items two (2) weeks before each meeting.

Utilities Management will contact the Unions three (3) weeks before each planned CCF meeting to remind the Unions of the latest date that draft agenda items can be submitted.

The final agenda for each meeting will be agreed by the Unions and Utilities Management notionally 1 week prior to the meeting.

If no draft agenda items are supplied then no meeting will be held.

3.4.4 Meeting Procedure

The meetings will notionally be half a day in duration. A meeting may be extended by agreement with the Unions and Utilities Management.

The meetings will normally be held at Keswick however the venue will be determined by Utilities Management.

The topics considered, and the main elements of any of those topics considered will be recorded and provided to the participants.

CLAUSE 4 CLASSIFICATIONS AND REMUNERATION

4.1 PRINCIPLES GOVERNING REMUNERATION – APPENDIX 1A POSITIONS

4.1.1 General

- a) The classification of each Appendix 1A position will be determined using the agreed Job Evaluation process, and where necessary, the review mechanisms outlined in subclauses 4.3 and 4.4.
- b) Progression within the grade will depend upon an employee's performance and achievements in a particular position. Such progression will be based on the assessment of an employee's performance and development and against goals agreed from time to time.

4.1.2 Rates of Pay on Appointment or Reclassification

4.1.2.1 External appointee

In the case of an external appointee, Utilities Management will determine the pay point within the classified grade of the position.

4.1.2.2 Employee appointed to a position at a higher grade or whose position is reclassified to a higher grade

A current employee who is appointed to a position at a higher grade or whose position is reclassified to a higher grade, will be paid at the new grade at a rate equivalent to the minimum pay point of the position or two pay points higher than their ordinary rate immediately prior to the new appointment or reclassification whichever is the higher. The new rate will apply as follows:

- a) in the case of an appointment, from the date on which the employee under direction from Utilities Management effectively assumes the duties of the new position, in accordance with the agreed Utilities Management Employment Process current at the time;
- b) in the case of a reclassification, from the Saturday immediately following the date of reclassification; or
- c) from such earlier date as the parties (in the case of a consent reclassification) the Classification Review Committee (CRC) (in the case of a disputed classification) may determine in line with the spirit and intent of the thirteen (13) week rule contained in subclause 4.4.2.3 c).

4.1.2.3 Employee applying for and appointed to a position classified at a lower grade

Where a current employee applies for and is appointed to a position classified at a lower grade, the employee's rate on appointment will be:

- a) equal to the employee's ordinary rate immediately prior to appointment, if that is lower than the maximum pay point for the position;
- b) the maximum pay point for the position if the employee's ordinary rate immediately prior to appointment is equal to or greater than the maximum pay point for the position.

4.1.2.4 Employee applying for and appointed to a position classified at the same grade

Where a current employee applies for and is appointed to a position classified at the same grade, the employee's rate on appointment will be equal to the employee's ordinary rate immediately prior to appointment.

4.1.2.5 Junior Employees

An employee aged 21 years or under occupying a position classified in Grade 1 is paid the rates set out in Appendix 1A Table D, E and F as a minimum.

4.1.2.6 Vocational Employees

An employee engaged in work experience relevant to their academic training is paid the rates set out in Appendix 1A Table D, E and F as a minimum.

4.2 PRINCIPLES GOVERNING REMUNERATION – APPENDIX 1B POSITIONS

4.2.1 General

The following Table applies where an Appendix 1B employee transfers to a position already classified in Appendix 1A and where the rate of pay for the employee's Appendix 1B position falls within the minimum/maximum pay points of the Appendix 1A grade.

Appendix 1B	Appendix 1A "equivalent"
GSW 1 - 4 TSW 1	Grade 1
GSW 5 & 6 TSW 2 & 3	Grade 2
TSW 3A, 4, 4A & 5	Grade 3
TSW 6 & 7	Grade 4
TSW 8	Grade 5

This Table only applies in respect of determining "equivalent" classifications in respect of subclause 4.2.2 and is not to be taken or used as any determinant of the relevant classifications between Appendix 1A and Appendix 1B positions.

4.2.2 Rates of Pay on Appointment

Employees will receive payment at the rate applicable to the new position from the date on which the employee, under direction of Utilities Management, effectively assumes the duties of the new position, in accordance with the agreed Utilities Management Employment Process current at the time.

4.2.2.1 Employee appointed from an Appendix 1B position to an "equivalent" Appendix 1A position - initiated by Utilities Management

Where an employee is appointed by Utilities Management from a position in Appendix 1B to an "equivalent" position in Appendix 1A, and the new grade contains a higher maximum rate than the employee's old position, payment will be at a rate which is the equivalent of two pay points more than the employee's current Appendix 1B rate of pay, subject to the limits of the grade to which the employee is appointed.

4.2.2.2 Employee appointed from an Appendix 1B position to an “equivalent” Appendix 1A position - employee preference

Where an employee currently engaged in an Appendix 1B position voluntarily initiates a successful application for an “equivalent” Appendix 1A position, a minimum increase in accordance with subclause 4.2.2.1 is not payable.

4.3 GRADING RESOLUTION PROCEDURE

An employee disputing their grading or classification may access the steps outlined in Clause 11 - Issue Resolution.

Where there is a dispute involving an Appendix 1A position, in lieu of referring the matter to the Fair Work Commission, the employee is to access the Classification Review process set out in subclause 4.4 for final resolution purposes.

This process will also be followed where it is necessary to classify a new or restructured Appendix 1A position.

4.4 CLASSIFICATION PROCESS — APPENDIX 1A POSITIONS

4.4.1 General

- a) The classification of all positions (i.e. new, restructured and positions with incumbent employees) within Appendix 1A will be determined solely by decision of the Classification Review Committee (CRC).
- b) In respect of grades of new or restructured positions, Utilities Management will determine the predicted grades through an agreed Job Evaluation (“JE”) process.
- c) In respect of a position with an incumbent employee, Utilities Management and the incumbent employee will participate jointly in the JE process to determine the predicted grade for the position.

4.4.2 Classification Review Committee (CRC)

4.4.2.1 Composition

- a) The CRC will comprise an Independent Chair and four (4) ordinary members, two (2) of whom will be nominated by Utilities Management and two (2) of whom will be nominated by the Unions.
- b) Utilities Management and the union(s) may nominate alternative members.
- c) The Independent Chair will be agreed by Utilities Management and the Unions and will be appointed for a period of two (2) years.
- d) Where the Chair is unable for any reason to be available to determine an issue under this subclause, an alternative Chair, agreed between Utilities Management and the Unions, will be appointed by Utilities Management.
- e) Members nominated by the parties will be appointed by Utilities Management for a period of two (2) years.
- f) A party may withdraw their nominated member(s) during the term of their appointment.
- g) After consultation with the parties, any member may be removed by Utilities Management in the event of serious misconduct.

- h) Clerical and other support required to enable the business of the CRC pursuant to this Agreement to be conducted effectively will be provided by Utilities Management.

4.4.2.2 Conducting of Reviews

The CRC:

- a) will conduct a review when requested by an employee or a party to this Agreement;
- b) will inform itself by any manner it deems appropriate;
- c) within the requirements of this Agreement, may determine its own procedures for the conduct of reviews;
- d) will classify the position within one of the grades set out in Appendix 1A to this Agreement, and in doing so will not give any consideration to the attributes, qualifications or experience of any employee or employees who may hold the position being reviewed;
- e) will determine the grade for each position only and will not determine the rate of pay within the grade allocated to a position;
- f) will not make a determination going outside the upper and lower grades advocated by the parties to the classification review or overturn a matter in which Utilities Management/incumbent employee consent exists unless the CRC determination is unanimous;
- g) will allow an employee to present their case personally or an advocate to present a case on behalf of the employee;
- h) will ensure that the advocates representing the parties to the classification review are:
 - present throughout all review proceedings (except when the CRC retires to consider a decision);
 - entitled to make submissions on issues raised; and
 - provided with any reports or other results of investigations by the CRC;
- i) will cause adequate records to be kept of the business of the CRC;
- j) will record all decisions.

4.4.2.3 Determinations

- a) Each member of the CRC will have one equal vote, three or more concurring votes constituting the valid determination of the CRC unless a unanimous vote is required pursuant to subclause 4.4.2.2(f). The Independent Chairperson shall not exercise his or her vote unless that vote is required to resolve a tied vote of the ordinary members. The chairperson's vote will only be exercised at a meeting of the Committee after the Committee has informed itself of all the relevant facts.
- b) Where a position is reclassified into a higher grade by the CRC, the incumbent employee or employees (if any) will receive the appropriate rate of pay effective the next pay period after the handing down of the review decision.

- c) If the CRC has not heard an application within thirteen (13) weeks of the date of its receipt, it may direct that the determination take effect from a date determined by the CRC. This date will not be earlier than the expiration of the said thirteen (13) weeks.
- d) The determination of the CRC will be final and will be conveyed in writing to the parties to this Agreement and to the employee or employees affected.

4.5 TEMPORARY HIGHER CLASS DUTIES (THCD)

4.5.1 General

- a) THCD apply where an employee is required by Utilities Management to undertake:
 - the majority of the responsibilities of a higher classified position; or
 - work for which a higher rate of pay applies.
- b) Where an employee acts in a higher position during the absence of another employee taking flexitime or a rostered day off (RDO) the relieving employee is not entitled to THCD unless approved by Utilities Management.

4.5.2 Payment of Temporary Higher Class Duties

- a) The employee will be paid a temporary rate equal to:
 - in the case of employees classified in Appendix 1A, the minimum rate for the position as classified or two pay points higher than their ordinary rate whichever is the higher; or
 - in the case of employees classified in Appendix 1B, the appropriate classification rate; or
 - in the case of employees classified in Appendix 1B who perform the responsibilities of a classification within Appendix 1A, the minimum pay point of the grade or two full pay points more than their ordinary rate (up to the maximum of the grade), whichever is the higher.
- b) Payment for the THCD for the full day will be made where the employee is required to work two or more hours on the day, except where a part day is worked due to the employee being on approved Study Leave or Jury Service, in which case the employee will be paid THCD for the actual hours worked.

However, where the employee is on Jury Service and has worked the THCD for more than two (2) months continuously immediately prior to the leave, they will be paid at the higher rate for the whole day, provided the THCD continues after the period of Jury Service.

- c) Flexitime is paid at the higher rate where taken during a period of THCD.

4.5.3 THCD paid while working overtime

An employee who is in receipt of THCD and is required to work overtime is paid:

- a) at the higher rate where the overtime is continuous with ordinary time; or
- b) at the employee's ordinary rate where the overtime is not continuous with ordinary time and the employee is not required to perform THCD.

4.5.4 THCD paid while on Leave

The following Table outlines the qualifying conditions and payment made when an employee is on approved leave.

TYPE OF LEAVE	QUALIFYING CONDITIONS	PAYMENT
Annual Leave	At least six (6) months (continuous or aggregated) on THCD was worked in a rolling 12 month qualifying period. NB: To qualify for two (2) annual leave entitlements at THCD rate, would require a minimum of six (6) months on THCD (continuous or aggregated) in two (2) successive 12 month rolling qualifying periods. This can only be achieved in a minimum of 18 months.	One (1) total annual leave entitlement (as detailed in 8.2.1 and 9.9.3.1 of this Agreement) at the rate paid for the longest time worked at THCD during the qualifying period. Where an employee has more than one annual leave accrued entitlement, the employee can choose which annual leave entitlement will be paid at the THCD rate.
Compassionate Leave; Jury Service; Personal/Carer's Leave	Two (2) continuous calendar months qualifying immediately prior to leave beginning. Employee must recommence THCD immediately on return to work after leave. Accumulated absences in excess of five (5) days on compassionate and/or personal/carer's leave within the first two (2) months of THCD will break continuity for qualifying.	At the rate paid for the longest time worked at THCD during the qualifying period
Public Holidays	Where THCD is worked 50% or more of the previous five (5) working days	THCD rate paid on the last working day before the public holiday
Long Service Leave	Not subject to THCD	Ordinary rate
Parental/Maternity Leave	At least six (6) months (continuous or aggregated) on THCD was worked in a 12 month qualifying period.	Paid Parental/Maternity Leave entitlement at the rate paid for the longest time worked at THCD during the qualifying period.

4.5.5 THCD pay point progression

An employee who has performed THCD in a specific or higher grade(s) is eligible for performance review pay point progression in the specific grade subject to:

- a) completing THCD periods in the specific or higher grade(s) which equal one year continuously or in aggregate, where one year is defined as 250 days. The THCD periods may include single days, weeks etc;
- b) having performed the THCD periods over a rolling seven (7) year period;
- c) undertaking any mandatory goal setting required by Utilities Management:
 - where goals are established 'up front' for continuous THCD periods of 1 month or more;
 - where goals are established for future THCD periods once individual THCD periods aggregate to three (3) months or more;

and the employee's performance against the goals is assessed as having satisfactorily met requirements.

Accrued THCD related performance review pay points will apply to future THCD periods undertaken in a specific grade and are recognised on permanent appointment in that grade.

4.6 SPECIFIC QUALIFICATIONS

Qualifications required for any position classified in Appendix 1A to this Agreement will be specified in the job description for that position. These qualifications may be essential or desirable requirements for the position.

In the event of failure by an employee to produce to Utilities Management formal evidence of such qualifications, Utilities Management may deem that the employee does not hold the qualifications required.

4.6.1 Associate Diploma or equivalent

An employee will be classified at a minimum of Grade 4 of Appendix 1A where that employee:

- a) has completed a relevant Associate Diploma or the equivalent level of accredited training issued by a recognised training body or any equivalent academic qualification acceptable to Utilities Management; and
- b) is required to perform design, drafting, planning or technical work requiring the exercise of judgement and skill at this level.

4.6.2 Engineering Degree

An employee will be classified at a minimum of Grade 4 of Appendix 1A where that employee:

- a) is required to hold a four (4) year Engineering degree issued by a tertiary education institution acceptable to Utilities Management; and
- b) is required, as the major proportion of the position, to perform work requiring the exercise of judgement and skill as a
- c) professional engineer.

4.7 PROFESSIONAL DEVELOPMENT APPOINTMENTS

Utilities Management may from time to time offer professional development positions to graduates with degrees requiring at least three (3) years full-time study.

On engagement a graduate employee will be paid an entry rate not less than the following:

- in the case of a four year degree course - \$56,007.13 per annum
- in the case of a three year degree course - \$51,776.19 per annum

The above rates incorporate the first increase under this Agreement and will be adjusted in accordance with Clause 8 of the Utilities Management Enterprise Agreement 2018.

The term of appointment offered to a graduate may be for a defined term having regard to the nature of graduate development employment.

Any graduate appointed during or on completion of the graduate development program into a position within Utilities Management will be classified and paid in accordance with the applicable provisions of this Agreement.

4.8 RATES OF PAY

The rates of pay for employees will be as set out in Appendix 1A and Appendix 1B to this Agreement.

Rates of pay within this Agreement will be changed to reflect all increases pursuant to Clause 8 of the Utilities Management Enterprise Agreement 2018.

Percentage increases applying to rates of pay and allowances in this Agreement will be calculated to the nearest cent.

4.9 INDIVIDUAL VOLUNTARY REMUNERATION AGREEMENTS

This subclause shall apply for Appendix 1A employees only.

For the avoidance of doubt, an Individual Voluntary Remuneration Agreement is an individual flexibility arrangement for the purposes of the Fair Work Act 2009 (Cth).

Utilities Management may offer an Individual Voluntary Remuneration Agreement to an employee under the terms outlined in this clause. An Individual Voluntary Remuneration Agreement may only be entered into on a voluntary basis and will be for a fixed term. The fixed term nature of the Agreement relates to the employee's remuneration arrangement only and is not related to, and has no effect on the employee's ongoing employment with Utilities Management. An employee may request that Utilities Management consider offering an Individual Voluntary Remuneration Agreement to them.

An employee is entitled to seek any advice/assistance they require (including from the Unions covered by this Agreement) to assess whether they wish to enter into any such Agreement.

Where Utilities Management and an employee enter into an Individual Voluntary Remuneration Agreement the remuneration arrangements will take into account payments that would otherwise apply under the Enterprise Agreement including base salary and where applicable any or all of overtime, penalty rates, shift loadings, annual leave loading, allowances, incentives and bonus. For the purpose of this Clause that shall be defined as the total salary amount. Each Individual Voluntary Remuneration Agreement will clearly describe the arrangements in relation to these payments.

Individual Voluntary Remuneration Agreements will contain details of all remuneration arrangements.

Before agreeing to enter into an Individual Voluntary Remuneration Agreement, Utilities Management must ensure that the arrangement will result in the employee being better off overall than the employee would have been if no arrangement had been entered into.

In ensuring that an employee is better off overall, Utilities Management shall take into account those amounts which may have reasonably been expected to be derived as income over the course of each year of the Individual Voluntary Remuneration Agreement.

A valid Individual Voluntary Remuneration Agreement once entered into will apply to the exclusion of the payments that would otherwise have applied under the Enterprise Agreement. For the avoidance of doubt, an Individual Voluntary Remuneration Agreement may vary the effect of the terms of the Enterprise Agreement dealing with the following matters (to the extent that they are permitted matters under section 172(1) of the Fair Work Act 2009 (Cth)):

- the total salary amount;
- identification of the salary for superannuation purposes ("the superannuation salary");
- incentive or bonus payment arrangements; and
- motor vehicle arrangements (e.g. the use of a company vehicle for private use or a novated lease arrangement).

All other employment conditions will be in accordance with this Agreement. Each Individual Voluntary Remuneration Agreement shall make that reference and shall also contain a statement of the employee's classification within the classification structure in this Enterprise Agreement.

Each Individual Voluntary Remuneration Agreement will be subject to an annual remuneration review. The total salary amount will be increased at each annual remuneration review by an amount not less than the Enterprise Agreement percentage pay increase which the employee would have been eligible to receive had they not entered into the Agreement, for the preceding year. The employee will not be eligible for Enterprise Agreement pay increases.

An Individual Voluntary Remuneration Agreement may be terminated by either the employee or Utilities Management giving written notice of not more than twenty eight (28) days to the other party, or at any time if the employee and Utilities Management agree in writing to the termination. In the event that an Individual Voluntary Remuneration Agreement is terminated the employee's remuneration arrangement will revert back to being in accordance with this Agreement.

An Individual Voluntary Remuneration Agreement will be in writing and signed by both Utilities Management and the employee, and by a parent or guardian of the employee where the employee is under 18.

A copy of the signed agreement will be given to the employee within fourteen (14) days after it is agreed to.

4.10 ANNUALISED PAY

The parties to this Agreement may agree that in a particular work area an employee's pay may be based on the principle of annualising an agreed work arrangement. The following criteria apply:

- a) the annual pay will be equalised over each pay fortnight and will include, some of or all of, all elements of their rate of pay including hours worked, allowances, special rates and penalties;
- b) any annualised agreement will be based upon the rates of pay and other provisions in this Agreement. No employee entering into an annualised pay agreement will be financially disadvantaged against the terms and conditions of this Agreement;
- c) the Agreement will be in writing, and signed by Utilities Management and the employee.

4.11 REMUNERATION PACKAGING AGREEMENTS (SALARY SACRIFICE)

Utilities Management and an employee may enter into a written remuneration packaging agreement, which gives an employee the opportunity to salary sacrifice.

An employee entering into such an agreement may nominate to receive cash remuneration below the minimum rate of pay for the grade or classification of their job by accepting other approved benefits.

The decision to salary sacrifice is at each employee's discretion and Utilities Management will work with employees to ensure the smooth administration of any agreed arrangements.

Apart from remuneration packaging as envisaged above, all other provisions of this Agreement will apply and cannot be altered through a remuneration packaging agreement.

Salary sacrifice arrangements are limited to;

- Flexible Member Superannuation Contributions;
- Additional Voluntary Superannuation Contributions;
- Novated Vehicle Lease;

Refer attachments for further details.

Salary sacrifice arrangements entered into will:

- be effective only on the written request of the employee and approval by Utilities Management;
- not reduce the employee's hourly gross rate of pay for the purposes of Award entitlements (including accrued entitlements and the application of penalty rates);
- not reduce or alter Utilities Management superannuation payments which will still be based on gross pre-tax salary; and
- immediately be reviewed in the event of any change to any relevant act(s) or Australian Taxation Office rulings. Utilities Management reserves the right to withdraw salary sacrifice arrangements for any or all (except for any Novated Lease arrangements in place at the time of the tax change) of the identified areas listed in this Clause should changes to the relevant act(s) or ATO rulings result in additional costs to Utilities Management, unless relevant employees agree to cover such additional costs.

Salary sacrifice does not reduce or alter Utilities Management's obligation to pay superannuation on an employee's gross pre-tax salary as prescribed by superannuation guarantee legislation.

4.12 METHOD OF PAYMENT

4.12.1 Payment into Employee Accounts

Utilities Management pays direct into financial institution accounts acceptable to Utilities Management. It is the responsibility of the employee to provide Utilities Management with details of suitable accounts into which their pay can be deposited.

4.12.2 Pay Periods

Each pay period is from a Saturday to Friday week. It is the intention to have the pay available in employees' accounts by the Tuesday following the last day of the pay period.

In any event, Utilities Management will ensure that funds are transmitted to employees' financial institutions no later than midnight on the Wednesday following the last day of the pay period.

Funds may be delayed by one (1) day in the event of a Monday or Tuesday public holiday falling after the end of the pay period.

4.12.3 Deductions

On receipt of a signed authorisation from an employee, Utilities Management will deduct from the employee's pay specified amounts in relation to any of the following:

- deductions to approved health funds;
- deductions for approved financial institutions;
- deductions for the income protection scheme operated by Jardine Lloyd Thompson;
- deductions of membership subscriptions of Unions party to this agreement; and
- deductions for any other purpose as may be agreed between Utilities Management and its employees.

Any amount deducted will be immediately transmitted to the respective destination.

4.12.4 Records and Pay Advice Information

Utilities Management will comply with the Fair Work Regulations in relation to records and pay advice information.

4.13 SUPERANNUATION GUARANTEE CHARGE

For the life of this Agreement, Utilities Management will contribute at a rate 1% higher than the rate prescribed by the Federal Government. Any increase will take effect from the date prescribed by the Federal Government.

An employee may choose which fund(s) the above contribution is paid into providing the fund chosen is a complying superannuation fund (defined by Federal legislation).

CLAUSE 5 ORDINARY HOURS OF WORK – DAY WORKERS

5.1 NORMAL HOURS - DAY WORKERS

- a) The ordinary hours of work are an average of 37.5 hours per week exclusive of meal breaks worked in the span between 7 a.m. - 5.30 p.m. Monday to Friday inclusive.
- b) From 1 July 2006, Appendix 1B employees converted to a 36 hour week. That arrangement operates on a minutes off per day basis from the previously existing arrangements by alteration of the finish time. For example, an employee on a 9 day fortnight will cease work 20 minutes earlier than their arrangement under a 37.5 hour week. Any other alteration to start and finish times subsequent to the operation of the 36 hour week shall be by agreement.
- c) Within the above parameters, the start and finish times and the length of the working day are by agreement between employees and local management.

5.2 IRREGULAR AFTERNOON WORK

- a) This occurs where Utilities Management requires short term working on afternoons and evenings by a day worker and the employee agrees to work the arrangement proposed. Such work is not worked to a roster as is the case with shift work. Refer subclause 9.7.
- b) Irregular afternoon working will be undertaken in daily periods averaging 7.5 hours (7.2 hours in the case of the 36 hour week) each which finish after 6.00p.m. and at or before midnight Monday to Friday inclusive.
- c) An employee who transfers from normal day work to irregular afternoon working will be paid for each period of afternoon working, at double time (2x) the ordinary rate
- d) When an employee is transferred by Utilities Management from afternoon working back to normal day work, the employee will be entitled to an off-duty period of ten (10) consecutive hours. The off-duty period will be granted by Utilities Management without loss of pay for any normal day work hours falling within such absence.

5.3 MEAL BREAK - ORDINARY WORK

- a) A meal break is an unpaid period of thirty (30) minutes, unless otherwise arranged.
- b) An employee will not be required to work more than five (5) hours without a meal break.
- c) Any work done at Utilities Management's instruction resulting in an employee working in excess of five (5) continuous hours without a meal break will be paid (from the end of the fifth hour) at time and a half (1.5x) of the employee's ordinary rate of pay until a meal break is taken or work ceases.

5.4 OTHER BREAKS

Employees are entitled to a paid break of at least ten (10) and up to twenty (20) minutes in the morning. The time and duration of the morning break will continue according to the practice within each workplace as at 1 September 1999.

5.5 FLEXIBLE WORKING ARRANGEMENTS – FLEXITIME (FOR APPENDIX 1A EMPLOYEES ONLY)

The provisions applicable to this matter are contained in Attachment 9.

5.6 FLEXIBLE WORKING ARRANGEMENTS - 19 DAY MONTH – (7.9 HOUR DAY FOR APPENDIX 1A EMPLOYEES OR 7.58 HOUR DAY FOR APPENDIX 1B EMPLOYEES)

The provisions applicable to this matter are contained in Attachment 10.

5.7 FLEXIBLE WORKING ARRANGEMENTS – 9 DAY FORTNIGHT (8.33 HOUR DAY FOR APPENDIX 1A EMPLOYEES OR 8.0 HOUR DAY FOR APPENDIX 1B EMPLOYEES)

The provisions applicable to this matter are contained in Attachment 11.

CLAUSE 6 OVERTIME – DAY WORKERS

6.1 GENERAL

6.1.1 Requirement and approval

- a) Except as provided in subclause 10.4, Utilities Management can require an employee to work reasonable overtime;
- b) Approved overtime is payable when an employee works outside standard working hours.

For employees working under flexitime arrangements, overtime:

- may be paid from the Earliest Starting Time (EST) to the beginning of standard hours and from the end of standard hours until the Latest Finishing Time (LFT) for a particular location (for example, 7.30 a.m. to 8.30 a.m. and 4.30 p.m. to 5.30 p.m.).
 - will be paid when directed to work before the EST and/or after the LFT (for example, before 7.30 a.m. and after 5.30 p.m.).
- c) Overtime must be authorised and approved by an Utilities Management officer with authority to do so.

6.1.2 Overtime Eligible Employees

- a) All employees classified:
 - in grades up to and including Grade 8 in Appendix 1A; and
 - in Appendix 1B;
- b) Will be paid for approved overtime;
- c) Overtime eligible employees will not be asked to work unpaid overtime.

6.1.3 Exempt employees - compensation for excessive overtime

An employee classified in Grade 9 or above may seek compensation for excessive overtime worked. Utilities Management may determine to make a payment at ordinary rate or provide time off in lieu in these circumstances.

6.1.4 Calculation of Payment - Overtime eligible employees

- a) An overtime eligible employee (in accordance with subclause 6.1.2) will be paid overtime for the actual time worked (calculated to the next six (6) minute increment of an hour).
- b) Where overtime is not continuous with other work the minimum hours specified in the relevant provisions apply (refer subclause 6.3). Overtime in excess of the minimum period is calculated in six (6) minute increments.
- c) Where the employee is entitled to an overtime rate, in determining the penalty to be applied for overtime, each day's work stands alone except in d) below. This means that any overtime work that commences on or after midnight and finishes before 11.59pm on the same day is paid in line with the penalty rates applicable to that day (refer to the Table in subclause 6.3).

- d) Where a continuous period of overtime commences before and finishes after midnight, the overtime will be taken to have been worked on the day on which it began.
 - i) Where the penalty rate for the second day is higher than the first day, the higher penalty rate will apply to that portion of the overtime falling on the second day.
 - ii) Where the penalty rate for the first day is higher than the second day the penalty rate from the first day will continue to be paid into the second day until work ceases.

6.1.5 Minimum Break

- a) After completing overtime, an employee is either to be released from duty on normal pay for such time as the employee has had ten (10) hours off duty or the employee is to be paid at double the ordinary rate (2x) until a ten (10) hour break can be taken. If the time worked on any separate occasion when an employee is called back to work is less than the specified minimum hours outlined in subclause 6.3 d), it is not considered when deciding whether the employee has had 10 hours rest, except as outlined in subclause 6.1.5 b).
- b) When an employee works any overtime which starts or finishes between the hours of 9:00 pm one day and 5:00 am the next day, after completing that overtime the employee will either be released from duty on normal pay for such time as the employee has had ten (10) consecutive hours off duty, or the employee will be paid at double the ordinary rate (2X) until a ten (10) hour break can be taken.

The requirement to work the specified minimum hours referred to in subclause 6.1.5 a) will not apply to overtime which starts or finishes between the hours of 9:00 pm one day and 5:00 am the next day. The requirement to work the specified minimum overtime hours after 5:00 am will also not apply in situations where an employee has previously worked overtime during the 9:00 pm and 5:00 am window.

This arrangement applies for the period from 9:00pm Sunday to completion of ordinary work on the following Friday and includes public holidays that continue into the next ordinary day.

- c) If an employee receives a "false" telephone or pager call that interrupts their rest in the first 8.5 hours of a 10 hour break, then the length of the rest break will be extended by 2 hours.

6.1.6 Meal and Other Breaks

6.1.6.1 Meal Break – Overtime

An employee may elect to take an unpaid break for a meal where the paid break provided in subclause 6.1.6.2 does not coincide with the employee's normal meal time.

6.1.6.2 Other Breaks – Overtime

An employee is entitled to a paid break after every four (4) continuous hours of overtime where the employee is to continue work after the break. Each break:

- is twenty (20) minutes;
- commences four (4) hours after the end of the previous break; and
- is paid at the overtime rate.

6.1.7 Meal Allowance – Overtime

- a) When working overtime, a meal allowance (refer Appendix 2) is payable except where Utilities Management:
 - by agreement provides a meal which is acceptable to the employee; or
 - makes a payment which covers meals where the employee is working away from home.
- b) To qualify for a meal allowance an employee is to work overtime:
 - for a minimum of two (2) hours continuous with ordinary hours and beyond 5.30 p.m.; or
 - in any event, for more than five (5) hours if not continuous with ordinary hours.
- c) Subsequent meal allowances will be paid after each five (5) hourly interval of overtime.

6.1.8 Transport of Employees

When an employee is required to work outside their normal hours and the work starts or finishes at a time when reasonable means of transport is not available, Utilities Management will provide the employee with suitable transport to or from their residence.

6.2 OVERTIME – CONTINUOUS WITH ORDINARY HOURS

When overtime worked is continuous with ordinary hours of work, it is paid at the rates of:

- a) double time (2x) of the employee's ordinary rate of pay for time worked; and
- b) double time and a half (2.5x) of the employee's ordinary rate of pay for time worked on a Public Holiday.

6.3 OVERTIME – NOT CONTINUOUS WITH ORDINARY HOURS

- a) Overtime not continuous with ordinary hours occurs where an employee, having left the workplace, is required by Utilities Management to return to work.
- b) An employee who has been called out to attend to an unforeseen occurrence will not be required to work for the full minimum hours period where the work is completed in a shorter time except in the case of further unforeseen circumstances within the minimum period. A new minimum hours period is applicable once the employee has left the job.
- c) Where the employee has been previously instructed to attend work on overtime, the employee may be required to work the full minimum hours period.
- d) The following Table sets out the minimum hours periods and total amounts applicable.

PERIOD	AVAILABILITY (MINIMUM HOURS)	NON AVAILABILITY (MINIMUM HOURS)	PENALTY
Monday to Friday	2	4	2x ordinary rate
Saturday	3	4	2x ordinary rate
Sunday	3	3	2x ordinary rate; and if continuing uninterrupted beyond the Sunday (other than into a holiday) until the work stops
Public Holiday	3*	3	2.5x ordinary rate; and if continuing uninterrupted beyond the holiday until the work stops

- * An employee on availability on a public holiday will be paid eight (8) hours at double (2x) ordinary rate (whether called out or not) in which case the minimum will not apply unless the call out occurs wholly outside of ordinary hours. If the call out occurs wholly within the ordinary working hours, the employee will be paid an additional 0.5x ordinary rate penalty for the time actually worked.

6.3.1 Single Person Availability

An employee called in to assist another employee on the rostered single person availability arrangement may choose to be paid in accordance with:

- the equivalent hours worked (or the minimum availability hours if applicable) plus the availability allowance for one day (e.g. 2 hours Monday to Friday plus 1 days availability allowance). Where this option is chosen the normal Availability minimum and rest periods arrangements will apply; or
- the equivalent hours worked under call back conditions (e.g. minimum hours are four (4) hours Monday to Friday) and no availability allowance.

6.4 OVERTIME – PART TIME/CASUAL EMPLOYEES

Part time and casual employees are entitled to payment for overtime when:

- a) required to work in excess of their agreed hours that day; and
- b) the work is performed during times or under conditions that would normally attract penalty rates for the full time employees within their work group.

6.5 STANDING BY

Employees may be requested by an authorising officer to be on call or “stand by” to work after ordinary hours.

Standing by time at ordinary rates is paid from the time from which the employee is told to be ready until released or actual work commences. In the event that actual work commences penalty rates apply.

6.6 TRAVELLING TIME

Refer to subclause 7.3.3 for details.

CLAUSE 7 MISCELLANEOUS

7.1 ALLOWANCES

7.1.1 General

This Agreement requires payment of the following allowances where applicable:

7.1.1.1 Availability Allowances

- Availability
- Bushfire Risk Availability
- Duty Officer/Officer in Charge Availability

7.1.1.2 Disability Allowances

- Line Work Disability - Full
- Line Work Disability - Partial
- Power House Disability
- Substation Disability - Full
- Substation Disability – Partial

7.1.1.3 Other Allowances

- Electrical Workers Allowance
- Living Away From Home Incidental Payment
- Living Away From Home Allowance
- Short Notice Travel Allowance
- Major Incident Allowance
- Aboriginal Lands Allowance
- Remote Areas Living Away From Home Allowance
- Substandard Accommodation Allowance
- Overtime Meal Allowance
- Breakfast Meal Allowance
- Midday Meal Allowance
- Tower Allowance
- Tool Allowance
- Glove and Barrier Allowance
- Bare Hand Allowance
- NOC Shift Short Notice Payment
- Motor Vehicle Allowance
- Start On Site Allowance
- First Aid Allowance
- Cash Handling Allowance

Refer Appendix 2 for more detail.

7.1.2 Payment of Allowances

Allowances are paid in addition to ordinary pay and are subject to the following conditions:

- a) If two or more of the disability allowances in Attachment 2 Appendix 2 apply, only the higher allowance is payable.
- b) Where the employee is regularly in receipt of a disability allowance or tool allowance in the course of normal work, the employee will be paid that allowance **during any paid personal/carers leave, annual leave, compassionate leave or jury service.**
- c) When an employee works overtime, allowances will be paid at the hourly equivalent of the daily amount applicable for the actual hours worked.

The actual allowance payable is specified in Attachment 2 Appendix 2. The criteria used to increase allowances are also shown in Attachment 2 Appendix 2.

7.1.3 Calculation of Allowances

Where allowances in Attachment 2 Appendix 2 are expressed as a percentage of a grade/pay point or classification, the rate of pay applicable from time to time under this Agreement (refer subclause 4.8) will be used to calculate the quantum of the allowance.

7.2 SPECIAL RATES

7.2.1 General

Utilities Management pays special rates where an employee encounters particular working conditions. These apply irrespective of the time the work is performed. They are not subject to any premium or penalty additions.

The particular working conditions are:

- Cold Places
- Confined Spaces
- Dirty Work
- Explosive Powered Tools - use of
- Height Money
- Hot Places
- Slag Wool
- Wet Places

Refer Attachment 2 Appendix 3 for more detail.

7.2.2 Payment of Special Rates

- a) The actual rate payable is incorporated in Attachment 2 Appendix 3.
- b) Where one or more rates exist on the same job, Utilities Management pays the highest rate only except in the case of cold/hot/wet places, confined spaces, dirty work (including exposure to transformer oil) and height money where the rates are cumulative.
- c) Where Line Work Disability, Substation Disability or Power House Disability allowances are paid, Special Rates do not apply.

7.3 TRAVEL

Employees who travel on company business and are required to stay away from home overnight can elect to either:

- a) have Utilities Management meet reasonable expenses as described in subclause 7.3.1; or
- b) receive a "Living Away from Home Allowance" as contained in subclause 7.3.2.

7.3.1 Travel Expenses

- a) Utilities Management will meet reasonable expenses for accommodation, meals and travel when an employee is required to work away from their usual place of work.
- b) An employee who travels on company business and stays away from home overnight is paid a "Living Away from Home Incidental Payment" for incidental expenses. Refer Table 4 – Other Allowances.
- c) The amount paid is dependent on whether the travel is intrastate or interstate. Refer Table 4 – Other Allowances for the actual amounts.
- d) The intrastate Incidental Payment is only payable when an employee is not in receipt of the "Living Away from Home Allowance" as the "Living Away from Home Allowance" includes the "Living Away from Home Incidental Payment".

7.3.2 Living Away from Home Allowance

- a) This allowance will apply when employees are away for one night or more (Refer Table 4 – Other Allowances). The allowance covers each of the following within a 24 hour time span:
 - Breakfast;
 - Midday meal;
 - Evening meal; and
 - Incidental expenses eg newspaper, phone.
- b) Utilities Management will continue to provide accommodation to the existing standard, as described in subclause 7.3.3.4 c).
- c) Payment will be available in advance if requested.
- d) Where an advance payment is made and subsequently circumstances change so that the employee is no longer entitled to claim the allowance or part of it, the amount that is due to be repaid to Utilities Management will be deducted from the employee's pay on the latest pay day that falls within twenty eight (28) calendar days of when the change in circumstances occurred.

As an alternative and at the employee's request the deductions will be made in two equal parts from two pays within twenty eight (28) calendar days.

Should there be unusual circumstances where the requirement to repay within twenty eight (28) calendar days will cause unacceptable hardship to the employee, Utilities Management at its absolute discretion may extend the time allowed for repayment.

- e) As an alternative to payment of the Living Away from Home Allowance employees can elect to charge reasonable meal expenses to the hotel/motel within Utilities Management guidelines, provided that administrative costs are not excessive. In this instance midday meal and incidental expenses can be claimed separately.
- f) A group of employees from one workgroup at one location must all use the same arrangement. Where the workgroup can not agree the workgroup leader will decide.

7.3.2.1 Staying Away – Private Accommodation

- a) An employee can elect to arrange their own private accommodation.
- b) Refer Table 4 – Other Allowances “Living Away from Home Allowance”.

The intention of this subclause is to allow employees to stay with family or friends while working away from home. Employees are not permitted to sleep in a vehicle or any other inferior form of accommodation than defined in subclause 7.3.3.4 c).

7.3.2.2 Staying Away – Hotel/Motel Type Accommodation Arranged and Paid by Employee

- a) An employee can elect to arrange and pay for their own hotel/motel type accommodation in South Australia.
- b) The accommodation arranged by the employee must meet the standard of accommodation specified in subclause 7.3.3.4 c).
- c) The employee must satisfy Utilities Management that the accommodation is to the standard specified in subclause 7.3.3.4 c) and on request must provide evidence of having stayed at such accommodation.
- d) There must be no increased cost or disruption of Utilities Management’s operations as a result of the accommodation selected by the employee.
- e) In the event that an employee does not comply with these conditions, Utilities Management at its discretion may prohibit the employee from further using the provisions of this clause.
- f) The amount payable under this clause is shown in Table 4 – Other Allowances, Living Away from Home Allowance.

7.3.3 Travelling Time

7.3.3.1 Travelling outside ordinary hours

- a) Travelling time is payable to an employee entitled to overtime when travelling as a passenger at Utilities Management’s direction outside standard working hours.

For employees working under flexitime arrangements, travelling time:

- may be paid from the Earliest Starting Time (EST) to the beginning of standard hours and from the end of standard hours until the Latest Finishing Time (LFT) for a particular location (for example, 7.30 a.m. to 8.30 a.m. and 4.30 p.m. to 5.30 p.m.);
- will be paid when directed to travel before the EST and/or after the LFT (for example, before 7.30 a.m. and after 5.30 p.m.).

- b) Travelling time must be authorised and approved by a Utilities Management officer with authority to do so.

Travelling time is paid at overtime penalty rates (refer Clause 6.2 and Clause 6.3).

- c) When travelling outside normal working hours the employee will be paid for time spent travelling, including waiting time.
- d) The maximum travelling time which will be paid is twelve (12) hours out of every twenty-four (24) hours; or eight (8) hours when a sleeping berth is provided for night travel.

- e) The travelling time payment will be calculated to the next six (6) minute increment of an hour.

7.3.3.2 Temporary Change of Work Location – Within commuting distance

- a) An employee who on any day or from day to day is required to work at a job away from their accustomed work place, will at the direction of Utilities Management, present themselves for work at the usual starting time.
- b) Utilities Management will pay:
- additional fares reasonably incurred; and
 - reasonable additional time taken to travel to and from the temporary work location i.e. in excess of the time normally spent in travelling to and from work.

7.3.3.3 Start and Finish on Job Site (whilst living at home)

Employees normal start and finish location is their nominated depot or workplace at the normal start and finish times.

Employees may, by agreement, vary their start and finish points from their normal work location.

This will provide benefit to both parties by giving greater flexibility to employees whilst maximising time spent on the job site.

Conditions

When an employee agrees to vary their start and/or finish point travel up to 30 minutes/30 kms each way will be in their own time.

After 30 minutes/30 kms travel each way travelling time and/or motor vehicle allowance payments will apply (refer subclauses 7.3.3, 7.3.4 and 7.3.5).

Start and/or finish time on site will be agreed between employees and their team leader.

None of the payments referred to in this clause will apply where an employee travels either to or from their normal work location (eg Depot or Home Base).

Company Vehicle

The most direct practical route should be used when travelling to and from the work site. It is recognised that it may be convenient for employees to carry out incidental personal business whilst travelling to and from a job. Any private business must not result in significant additional distance travelled or extra time being taken for the job. No significant additional cost should be incurred by the incidental personal use of a company vehicle.

Only Utilities Management employees are permitted to be carried in a company vehicle, except for non Utilities Management personnel participating in Utilities Management business. There is however special circumstances which must be left to the driver's discretion, for instance dealing with a public emergency.

The care and maintenance of the company vehicle is the responsibility of the allotted driver and it should be kept clean and tidy to ensure the best image of Utilities Management is presented to the community.

The company vehicle should be housed on the employee's property if possible and every precaution should be taken to ensure it is secured when not attended.

Private Vehicle

Every endeavour will be made to provide a company vehicle; however, following agreement between the employee and the leader, employees may use their private vehicle to travel to and from the agreed job site.

Where an employee by agreement uses their private vehicle they will be paid the Start On Site Allowance (refer Table 4 – Other Allowances).

After 30 minutes/30 kms travel each way travelling time and/or motor vehicle allowance payments will apply (refer subclauses 7.3.3, 7.3.4 and 7.3.5).

Employees are advised to check with their insurance company that in using their private vehicle in these circumstances, they are not infringing a condition of their insurance policy.

7.3.3.4 Start and Finish Point – Hotel/Motel

a) Travelling when living away from home

This clause is intended to provide flexibility whereby employees within reason can choose their place of accommodation. There must be no additional cost compared to the accommodation standard (refer subclause (c) below).

When living away from home, travelling time (refer subclause 7.3.3) will be paid to and from the employees' hotel/motel. The hotel/motel will be:

- i) chosen by the employee if within twenty (20) minutes travel time of the work location; or (if this is not possible)
- ii) by agreement, the nearest suitable hotel/motel to the work location that meets the Utilities Management Standard of Accommodation (refer subclause 7.3.3.4 (c) below).

Note: The conditions of use for Company Vehicles in subclause 7.3.3.3 also apply when living away from home.

When the nature of work requires common start and finish times, eg, working out of another depot, then employees will be required to start and finish at that depot's normal start and finish times. Travelling time payments will apply between the work location and the hotel/motel and vice versa.

b) Travelling when living away from home – private accommodation

When living away from home in private accommodation, travelling time will be paid up to the payment receivable in subclause 7.3.3.4 a), as if the employee were staying at Utilities Management provided accommodation. When the private accommodation necessitates travel time and/or costs in excess of subclause 7.3.3.4 a), then the employee will be wholly responsible for the additional travel time and travel costs.

c) Utilities Management Travel and Accommodation Standard of Accommodation

The minimum standard of accommodation is a three star RAA or equivalent in a well-maintained, air-conditioned single motel style room with radio/television and ensuite bath and/or shower, toilet facilities and fridge. Utilities Management will supply each employee with his or her own room.

Employees who seek to stay at other accommodation refer to Utilities Management Travel and Accommodation Directive.

Where there is no minimum standard accommodation available, Utilities Management will by agreement arrange for the next highest and most suitable level of accommodation available nearest to the work location.

d) Travelling When Living Away From Home – Private Accommodation or Hotel/Motel Type Accommodation Arranged By Employee

When living away from home in private accommodation or at a hotel/motel type accommodation arranged by the employee, travelling time will be paid up to the payment receivable in subclause 7.3.3.4.a), as if the employee were staying at Utilities Management provided accommodation. When the private or employee hotel accommodation necessitates travel time and/or costs in excess of subclause 7.3.3.4 a), the employee will be wholly responsible for the additional travel time and travel costs.

7.3.4 Temporary Secondments/Travel Away from Home

To assist Utilities Management to manage any localised labour surpluses and to deal with heavy workloads in other locations, employees may be required to work on a temporary basis at worksites which require living away from home.

In these circumstances, Utilities Management will:

- a) first call for interest from volunteers. Personal circumstances will and must be considered by Utilities Management when establishing the roster;
- b) provide transport to the worksite unless agreed otherwise;
- c) provide accommodation in accordance with the Utilities Management standard; refer subclause 7.3.3.4.c);
- d) will meet expenses as outlined in subclauses 7.3.1 or 7.3.2; and
- e) provide a minimum fourteen (14) days notice with the only exception being unplanned work (eg. bushfire, storm, meeting high priority customer needs).

7.3.5 Motor Vehicle Allowance

Where Utilities Management approves the use of an employee's own motor vehicle on Utilities Management business, the allowance set out in Appendix 2 applies.

7.3.6 Motor Vehicle Allowance For Availability Employees (Appendix 1B Only)

When an Appendix 1B employee is in receipt of an availability allowance and;

- a SA Power Networks' vehicle or other means of transport is not provided, and the employee returns to work after receiving a SA Power Networks request to do so,
- the employee will be entitled to claim the Motor Vehicle Allowance (set out in Appendix 2) for the use of their private vehicle.

Motor Vehicle Allowance will be paid from the employee's normal place of residence to the Depot and for the return journey to the same using the most direct practical route.

Note: The above is not applicable to any planned work situations.

7.3.7 Overseas Travel

When travelling overseas, all arrangements will be determined by Utilities Management and the employee prior to travel.

7.3.8 Laundry Costs While Living Away From Home

Where employees are required to work away from home for continuous periods greater than seven (7) days, reasonable laundry services will be reimbursed to the employee. Receipts should be provided whenever possible, however Utilities Management understands that in some instances (e.g. laundromats) receipts may not be able to be produced. In those instances claims for reasonable laundry costs will still be paid.

7.4 ELECTRICAL WORKERS REGISTRATION FEE

Utilities Management will reimburse an employee the Electrical Worker Registration fee where the employee is required by Utilities Management to obtain or renew the registration during their employment.

7.5 JOURNEY ACCIDENT COVERAGE

Utilities Management will provide journey accident cover effective from the date of certification of this Agreement. The Workers Rehabilitation and Compensation Act 1986 precedents relating to journey injuries will be used as a guide to determine whether the journey is an allowed journey. The cover provided by Utilities Management is for the payment of your wage/salary whilst you are unable to work, for a period not exceeding three (3) months.

This subclause is only to apply to employees where workers compensation does not apply.

The parties do not intend this clause to disadvantage employees in respect of any possible future changes to State Workers Compensation legislation. In the event such legislation is proclaimed the operation of this clause cannot be used in any way to restrict employee's access to that legislation should that legislation improve upon the provisions in this subclause.

Details are outlined in Attachment 3.

7.6 CONTRACTOR PARITY

Utilities Management will instruct its contractors who provide supplementary labour for the purposes described below, that the total rate (eg Enterprise Agreement rate plus regularly paid allowances), paid by the contractor to the supplementary labour workers is equivalent to, as a minimum, the total Utilities Management rate comprised of the Enterprise Agreement rate of pay, (being the minimum pay point for the appropriate grade for 'Appendix 1A' employees), and regularly paid allowances for the classifications appropriate to the duties being performed.

This instruction will apply when supplementary labour is provided for all positions and duties therein covered by Appendix 1A and 1B of this attachment in order to cover:

- the absence of Utilities Management employees on leave;
- temporary vacancies;
- peak workloads in areas normally staffed by Utilities Management employees.

This instruction will apply:

- to the provision of supplementary labour resourcing from the approval date of this Agreement. Utilities Management will incorporate these requirements into the conditions of contract for supplementary labour providers as soon as practicable following the approval of this Agreement;
- until the nominal expiry date of this Agreement, and will cease on the passing of that date.

This instruction will not apply to:

- contractors or subcontractors to Utilities Management who are engaged on defined projects or contracts; or
- workers engaged on contracts for service.

Utilities Management will use its best endeavours to ensure that contractors comply with these instructions but will not be responsible for making good any alleged underpayment to the worker by the supplementary labour provider.

Consistent with these commitments, where Utilities Management identifies a business need, it can proceed to engage contractors to ensure that Utilities Management's Trades Skilled Workers (TSW's) are engaged in work requiring the skills held by those employees, and that duties not requiring these skills are performed by contractors where Utilities Management does not have sufficient available workers.

7.7 LOST TIME INJURY REPORTING

Utilities Management will undertake to advise the relevant party to this Agreement of an occurrence of any lost time injury and, critical occupational, health and safety issues. This notification will occur within forty eight (48) hours (where practical) of the incident being proclaimed as such.

It is agreed that this information is to be provided on the basis that it is an information sharing arrangement put in place to understand how further incidents might be prevented.

Any information, as agreed by the employee, provided by the employer will be treated as strictly confidential and will not be used for any other purpose except as provided by this clause.

7.8 HOT WEATHER POLICY

Utilities Management is committed to providing a safe and healthy working environment for all employees.

The Sunlight/Hot Conditions Protection Procedure has been implemented to cover those employees required to work outdoors or in hot conditions as part of their normal work activities.

It is agreed that any proposed changes to this procedure will be consulted via the Utilities Management OH&S consultative mechanism.

7.9 USE OF POSITION LOCATING FUNCTIONALITY WITHIN ANY DEVICE

Utilities Management's use of position location functionality within any device will continue to be in accordance with the following principles:

1. for business purposes including ensuring the safety of employees and others, facilitating communications and to maximise our delivery of customer service e.g. for workplace efficiency improvements, including the status of job progress and crew utilisation. This will not be used to intrusively monitor employees;
2. Utilities Management can use information from this functionality where it considers it necessary for matters such as investigation of significant safety events or suspected serious employee misconduct; and

3. the use of information for the purposes outlined in 2. above requires the joint authorisation of a Human Relations Manager and the Senior (Level 3) Manager of the employee(s) concerned.

7.10 TRADE SKILLED WORKERS POWERLINE – FITTING METERS COUNTRY AREAS

This clause applies to whole current metering only (up to 100 Amps per phase and does not include Current Transformer metering) in country areas only. Not included in this proposal is fitting of meters in the “Metropolitan Area” (as defined in the plan held at the office of the Registrar-General number GRO 639/93) entitled “Metropolitan Adelaide Boundary” established under the Development Act 1993 and gazetted in the South Australian Government Gazette 11 November 1993). Refer Attachment 8, Adelaide Metropolitan Boundary Map.

Utilities Management proposes to train a number of country based Trade Skilled Workers Powerline in the fitting of meters to consumers’ premises and the connection of the premises (in country areas only).

This training will be undertaken using the metering modules developed as part of the national curriculum for Trade Skilled Workers Powerline as agreed.

Prior to this training commencing the following matters will need to be resolved and agreed between the parties:

- the fitting of meters and connection of premises by TSW Powerline employees will be consistent with all legislative and regulatory requirements;
- the classification will be determined and agreed by the parties for the work; and
- agreed arrangements, will be in place to provide suitable work consistent with the training and skills of the TSW Electrical and Customer Connection Officers affected by this initiative. This initiative will not affect the existing permanent work location of these TSW Electrical and Customer Connection Officers. Unless otherwise agreed by the TSW Electrical and Customer Connection Officers affected by this initiative there will not be an increased requirement to live away from the employee’s current work location as a direct result of implementing this initiative.

7.11 OVERTIME PAYMENTS WHILE ON WORKCOVER/AVAILABILITY

Availability overtime payments will be paid to employees who are on Workers Compensation and who do not qualify for those overtime payments under the Workers Compensation Act.

The method used will be to pay the employee the equivalent hours of overtime worked by the person who substituted the employee on the roster.

7.12 AS3000 TRAINING AND BOOK

Utilities Management will provide AS3000 training and the publication in some form to connect crews.

7.13 DRIVER’S LICENCE REIMBURSEMENT

7.13.1 Licence Renewal

Utilities Management may reimburse employees the cost of driving licences at its own discretion. Driver’s licences will be reimbursed for employees in any of the following categories:

- permanent drivers; or
- employees who regularly and frequently are required to drive as a part of their daily duties. The employee must drive on average at least three (3) days a week; or
- employees who occasionally drive a Utilities Management vehicle and who would not otherwise obtain a licence but for whom driving represents an integral part of their duties.

7.13.2 New Employees

Where Utilities Management determines it will reimburse the cost of a driver's licence of a new employee or an employee who has not previously been reimbursed, a proportion of the cost of any existing licence will be reimbursed using the following formula:

$$(N / Z) \times \$Y$$

Where "N" is the number of the whole calendar months for which the licence is still effective, "Z" is the period of the licence in months and "\$Y" is the cost of the licence.

7.13.3 Length of the Renewal Period

Utilities Management will reimburse an employee's licence for a maximum of 5 years. Where an employee chooses to purchase a driver's licence for more than 5 years, the employee must retain the receipts for presentation to Utilities Management if they wish to claim the remainder of the licence period.

7.13.4 Medical Certificates

When a Medical Certificate is required to renew an employee's driver's licence, Utilities Management will not reimburse the cost of medical examinations, except where the employee is required by Utilities Management to drive vehicles of a class code which requires a medical certification not normally required by the employee to drive their private vehicle.

7.14 FLEXIBLE WORKING OPTIONS FOR MATURE AGE WORKERS

Utilities Management is committed to offering flexible working options for mature age employees to better facilitate work-life balance and to address matters relating to an ageing workforce and ongoing skills retention. The initiatives outlined are voluntary and are applicable only to employees who have reached, or are approaching, retirement age.

Phased Retirement Agreements (PRA)

- a) All Agreements are voluntary and must be requested by the employee.
- b) This is a formal arrangement with each PRA being conditional on agreement being reached between Utilities Management and the employee. There is no obligation on the part of Utilities Management nor any right of an employee to strike such an Agreement.
- c) Each PRA will be addressed on a case by case basis to ensure it accommodates both employee and business requirements.
- d) As a part of a PRA, the employee may nominate changes to job design, hours of work, responsibility etc. Should the employee request result in significant changes to the job role/scope of responsibility a formal re-evaluation will be undertaken of the position to determine the appropriate classification level.
- e) A PRA will normally be for a maximum of five (5) years.
- f) Each PRA will include a six (6) monthly compulsory review to ensure the needs of both the employee and leader continue to be met.
- g) Employees who have agreed to a PRA will continue to be provided with opportunities to participate in training and development initiatives.
- h) A PRA may include the option for an employee to purchase up to forty (40) days leave per annum additional to that specified in subclause 8.2 of this Agreement. Further provisions are available with regards to Long Service Leave, see subclause 8.4.3.

It is the employee's responsibility to seek independent financial advice prior to entering into a Phased Retirement Agreement to ensure they are aware of any implications, for example to superannuation etc.

Subject to operational requirements, Utilities Management will not unreasonably refuse a Phased Retirement Agreement. Utilities Management does however have the ultimate right of refusal for operational or any other reason.

7.15 AVAILABILITY INCENTIVE PAYMENT SCHEME

To meet customer service standards as set out by the Regulator it is important that employees are available to restore power in a timely manner.

At the discretion of Utilities Management, an Availability Incentive Payment Scheme may be offered whereby a payment is made only for periods that employees make themselves available when they are not already rostered for after hours availability duty.

Normal availability allowance payments will also be made for each twenty four (24) hour period (or part thereof) that an employee makes themselves available. The availability allowance is payable for each day or part day on which an employee is on availability (each day stands alone for the purpose of paying the availability allowance). Payments for call outs will be in accordance with the availability provisions of Attachment 2 of this Agreement.

Utilities Management will offer participation in the scheme to certain employees to provide additional after hours coverage for peak work periods such as heatwaves and/or extended severe weather.

Participation by employees in this scheme is voluntary. The selection of employees volunteering to participate in this scheme will be at the discretion of Utilities Management.

In recognition of an employee making himself or herself available to attend after hours supply restoration activities at short notice a \$300 advance payment will be made to participating employees.

This payment will commit the employee to being available ten times over a three (3) month period whereby an employee will make themselves available for each nominated twenty four (24) hour period if given twelve (12) hours notice.

A request will not be made of an individual who is on approved leave except in extreme emergency situations (eg. FDL days, extreme storm activity causing widespread blackouts). A refusal by an employee on approved leave does not affect the \$300 payment.

If an employee (other than an employee on approved leave) refuses more than one request to be available then the \$300 incentive payment is to be repaid in full. Once triggered, repayment will be in \$100 payroll deductions over three (3) consecutive fortnightly pay periods.

7.16 MAJOR INCIDENT ALLOWANCE

The Major Incident Allowance (MIA) will apply whenever Utilities Management declares a "Major Incident" following the forecasting of Emergency Response Levels 2 or 3 or Fire Danger Levels 2 or 3 over all or part of a weekend.

7.16.1 Declaration of a Major Incident

The decision to declare a "Major Incident" and hence the application of the MIA, will each time be a decision of Utilities Management.

Other than for Keswick employees, this Allowance will only apply to those regions in which any of the applicable ERL or FDL conditions are forecast or actually occur (and where Utilities Management has determined that a "Major Incident" is in place). In some instances this could be for the whole state, however, these situations are infrequent.

The declaration of a "Major Incident" may occur in the following circumstances:

- In advance, eg if a heatwave is forecast over a weekend warranting the likely calling of Emergency Response Levels 2 or 3 or Fire Danger Levels 2 or 3; or
- Without any warning, eg if an unpredicted storm severely hits an area during a weekend.

7.16.2 Application of the Allowance

- a) For the purpose of this subclause a weekend is defined as being the period from 1600hrs on Friday through to 0700hrs on the Monday morning. Where it is agreed that an employee be available across the entire weekend the employee will receive three (3) daily MIA payments. (Subject to the conditions described in subclause 7.16.4).
- b) In the case of a long weekend the weekend will run until 0700hrs on the Tuesday morning. Where it is agreed that an employee be available across the entire long weekend the employee will receive four (4) daily MIA payments. (Subject to the conditions described in subclause 7.16.4).
- c) The MIA will not always be offered for the entire weekend but will be offered for at least one full twenty four (24) hour period over the weekend when Utilities Management declares a "Major Incident".
- d) The MIA will only apply to those regions in which any of the applicable ERL or FDL conditions are forecast or actually occur and where Utilities Management has determined that a "Major Incident" is in place. In some instances this could be for the whole state.
- e) The MIA will also apply to those employees utilised in a support function (eg at Head Office or in depots) as Utilities Management recognises these employees may be situated in a location other than where the "Major Incident" has been declared.
- f) In the event that a "Major Incident" is declared over a period which would normally attract the Friday Night Availability payment, the Friday Night Availability payment will not be made and the MIA will apply instead.
- g) For NOC personnel, in the event that a "Major Incident" is declared at short notice which would normally attract the NOC Shift Short Notice payment, the NOC Shift Short Notice payment will not be made and the MIA will apply instead.
- h) The amounts payable under this subclause are shown in Table 4 – Other Allowances.

7.16.3 Eligible Employees

The MIA is payable to employees in the following categories:

- | | |
|-------------|--|
| Category 1. | TSWs and GSWs willing to undertake paid availability for any twenty four (24) hour period(s) during a declared "Major Incident". Payment would only be made to those employees required to reach the requisite number, as determined by Utilities Management, for each depot. |
| Category 2. | employees utilised in a support function based in the depots and Head Office that are required to support the TSWs and GSWs (ie Operations Supervisors, Supply Officers, BSOs, Call Centre Operators (including avalanche volunteers), Outbound Call Staff, Works Planners, Field Services Dispatchers, High Voltage Controllers). Payment will only be made to those employees required to reach the required number (as determined by Utilities Management) for each location; |
| Category 3. | employees already rostered on availability for the applicable weekend but only for the period of the duration of the "Major Incident"; |

- Category 4. TSWs and other depot based employees undertaking planned work on the applicable weekend, but only during the period a “Major Incident” is declared. Note: employees scheduled to undertake planned work may need to be diverted to supply restoration activities; and
- Category 5. additional (ie above those in receipt of MIA) TSWs, GSWs, and depot based personnel who, after responding to a request from Utilities Management to do so, work for 7.5 hours or more during any twenty four (24) hour period of the declared “Major Incident”. In this instance, the MIA will be paid to an employee when work for that employee ceases prior to 7.5 hours being able to be worked by the employee or the employee, because of Occupational, Health and Safety reasons, has to cease work. However, if the employee chooses to stop work for reasons other than Occupational, Health and Safety reasons before 7.5 hours when there is sufficient work available to take the employee past 7.5 hours, the MIA will not be paid.
- Any additional employee that makes themselves available under this subclause (and is accepted by Utilities Management) prior to the “Major Incident” would, in addition to the MIA also receive the normal after hours availability allowance (ie 1/7th of the weekly availability allowance) for each twenty four (24) hour period they commit to being available.

7.16.4 Cancellation of a Major Incident

If Utilities Management declares a “Major Incident” and that event is ultimately cancelled by Utilities Management (eg a particular weather forecast is changed), the following would apply:

- Categories 1 and 2. the MIA and any applicable portion of the after hours availability allowance (ie 1/7th of the weekly availability allowance for each twenty four (24) hour period) will still be paid to those employees who have made themselves available (and have been accepted by Utilities Management) unless notice of greater than twenty four (24) hours (from the commencement of each person’s intended availability) of the cancellation is provided by Utilities Management;
- Category 3. the MIA will be paid to those employees unless notice of greater than twenty four (24) hours (from the commencement of the weekend as defined ie 1600hrs Friday) of the cancellation is provided by Utilities Management;
- Categories 4 and 5. the MIA will not be paid to these employees.

7.17 INDIVIDUAL FLEXIBILITY ARRANGEMENT

The terms and conditions in this Enterprise Agreement may be varied by an Individual Flexibility Arrangement that is genuinely agreed to by Utilities Management and the employee, as outlined below.

Utilities Management must ensure that any Individual Flexibility Arrangement entered into under this subclause will result in the employee being better off overall than the employee would have been if no Individual Flexibility Arrangement was made.

Utilities Management must ensure that any Individual Flexibility Arrangement made under this subclause:

- deals only with matters concerning the hours when work is performed;
- is about matters (within the scope of bullet point 1) that would be permitted matters if the arrangement were an Enterprise Agreement;
- must be in writing and signed by Utilities Management and the employee, and if the employee is under 18, by a parent or guardian of the employee;

- includes the name of the employer and the employee;
- states the date on which the arrangement commences;
- can be terminated by either party by giving written notice of not more than 28 days;
- can be terminated at any time by the parties if they agree in writing;
- that a copy of the Individual Flexibility Arrangement must be given to the employee within fourteen (14) days after it is agreed to; and
- does not include any terms that would be unlawful terms if the arrangement were an Enterprise Agreement.

Where Utilities Management intends to reach an Individual Flexibility Arrangement with an employee in accordance with this subclause, the employee is entitled to seek any advice/assistance they require (including from the Unions covered by this agreement) to assess whether they wish to enter into any such arrangement.

CLAUSE 8 LEAVE

8.1 RELATIONSHIP BETWEEN THIS CLAUSE AND THE NATIONAL EMPLOYMENT STANDARDS

The provisions of this clause are to be read in conjunction with National Employment Standards or its successor.

It is not the intention that any provision of this clause is to operate in a way that is less favourable to employees than the National Employment Standards. If any provision of this clause operates in a way that is less favourable to employees than the National Employment Standards, then the National Employment Standards shall prevail.

8.2 ANNUAL LEAVE

This subclause covers all employees other than continuous shift employees (refer subclause 9.9.3).

8.2.1 Annual Leave Entitlement

All full time employees other than continuous shift workers are entitled to four (4) weeks paid annual leave exclusive of public holidays per year. Part time employees are entitled to annual leave pro rata to ordinary hours worked.

By agreement leave may be granted in two or more periods.

8.2.2 Annual Leave Accrual

- a) Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates year to year.
- b) Excluding time spent on worker's compensation, continuous unpaid absences in excess of one (1) calendar month are not counted towards the accrual of annual leave entitlements.

8.2.3 Taking Annual Leave

- a) Employees will generally take their annual leave within twelve (12) months of its accrual unless agreed otherwise with Utilities Management.

It is the intention that the timing of taking annual leave entitlements will be agreed between Utilities Management and the employee.

- b) Employees must take an amount of annual leave during a particular period if:
 - the employee is directed to do so by Utilities Management; and at the time that the direction is given, the employee has accrued more than eight (8) weeks paid annual leave;
 - the amount of annual leave that the employee is directed to take is less than, or equal to, two (2) weeks for a full time employee;
- c) Where Utilities Management shuts down a part of the business up to three (3) days between 25 December in any year and 1 January of the following year, employees in those part of the business will be required to take annual leave as directed during this period;
- d) Where Utilities Management requires leave to be taken, not less than four (4) weeks notice will be given to the employee.

8.2.4 Annual Leave in Advance

- a) Annual leave may be given in advance where agreed between Utilities Management and the employee.

- b) Where Utilities Management requires leave to be taken between 25 December in any year and 1 January of the following year, and the employee has insufficient annual leave accrual, up to three (3) days annual leave will be given in advance for this purpose.

8.2.5 Payment

8.2.5.1 Annual Leave

- a) Annual leave payment will be calculated on employee's ordinary rate of pay including disability, first aid and tool allowances where paid on a regular basis.
- b) Employees on availability duty receive an additional payment in accordance with Appendix 2.
- c) Conditions relating to employees on Temporary Higher Class Duties are contained in subclause 4.5.3.

8.2.5.2 Annual Leave Loading

- a) For the purposes of payment of a 17.5% annual leave loading, the payment will be calculated on employee's ordinary rate of pay, first aid and tool allowances applicable.
- b) The maximum loading payable for a full year's annual leave entitlement will not exceed the current rate of the "value of ordinary time earnings for full time adult males for Australia for the September quarter" as published by the Australian Bureau of Statistics.
- c) Employees may apply to have their annual leave loading paid as a lump sum which will be included in their first pay after the anniversary of their continuous service. Where the employee does not make this election, the loading is paid with leave as it is taken.

8.2.6 Sickness While on Annual Leave

If an employee is incapacitated for one or more days of annual leave such that, had the employee been at work, they would have been entitled to paid personal leave, Utilities Management will convert the annual leave days during which the employee was incapacitated to paid personal leave, provided the following occurs:

- the employee provides an acceptable medical certificate to prove that the illness or injury would have rendered the employee unable to attend work; and
- the leave sought is within the limits of employee's personal leave entitlement.

8.3 PURCHASED ANNUAL LEAVE

By agreement with Utilities Management, an employee may purchase up to twenty (20) days additional annual leave per year with corresponding pay reductions spread evenly over the twelve (12) month period in which the leave will be taken. Part time/ job share employees can purchase additional annual leave in proportion to the number of ordinary hours worked against full time hours.

Applications for purchasing additional annual leave will only be considered if the employee's total annual leave entitlement does not exceed four (4) weeks at the time of application (including annual leave already approved). Note this provision is different when applied as a part of a Phased Retirement Agreement (refer subclause 7.14).

8.3.1 Purchased Annual Leave Agreement

If it is agreed that an employee can purchase additional annual leave, a signed written agreement will be entered into between Utilities Management and the employee and will specify:

- a) the length of the agreement (each agreement can not exceed two (2) years);
- b) the amount of leave to be purchased;
- c) the amount of salary to be deducted each fortnight; and
- d) the anticipated dates when the purchased annual leave will be taken.

Modifications can be made to the purchased annual leave agreement where mutually agreed.

8.3.2 The purchased annual leave will be paid at the same rate as it was purchased (e.g. including or excluding allowances as appropriate). Shift penalties will only be included in the purchase agreement where an equalisation arrangement also exists.

8.3.3 The employee can terminate the agreement with two (2) weeks notice.

8.3.4 Unless otherwise agreed, purchased annual leave not taken in accordance with the purchased annual leave agreement will be reimbursed to the employee at the rate at which it was purchased.

8.3.5 Where, during the twelve (12) month period in which the salary deductions for purchased annual leave are scheduled:

- a) an employee ceases employment with Utilities Management; or
- b) the purchased annual leave agreement ceases to operate; and
- c) payments for purchased annual leave taken remain outstanding, the amount outstanding must be repaid in full and may be deducted from any termination payment or amount owing to the employee.

8.3.6 Purchased annual leave will count as service for all purposes.

8.3.7 Purchased annual leave does not attract annual leave loading.

8.4 LONG SERVICE LEAVE

This clause is to be read in conjunction with Attachments 13 and Attachment 14.

Subclause 8.4 is intended by the parties to operate to the exclusion of the Long Service Leave Act 1987 (S.A.).

For shift workers, refer to subclause 9.10 for specific long service leave entitlements and payment for the leave. In respect of other aspects of long service leave, this subclause refers to all employees.

For the purpose of this clause, continuous service (other than as a casual) under an unbroken contract of employment does not include any continuous period of unpaid absence of more than one (1) calendar month or a period spent on Worker's Compensation or unless recognised by Utilities Management.

8.4.1 Entitlement

- a) Full time employees with ten (10) years continuous service are entitled to thirteen (13) weeks long service leave. Thereafter an entitlement of 1.3 weeks accrues for each further completed year of service.
- b) Part time and casual employees with ten (10) years continuous service are entitled to long service leave on a pro rata basis.
- c) Long Service Leave can be taken in any period, including single days.

- d) Public holidays which fall during a period of Long Service Leave are excluded from being counted as part of that leave.

8.4.2 Payment

- a) When long service leave is taken payment will be at the employee's ordinary rate of pay including allowances that the employee would have received had the employee remained at work (as specified in the table contained in clause 6 a) Allowance Payments of Attachment 2 Appendix 2).
- b) Payment will be made:
- at the same time as payment would have been made had the employee remained at work; or
 - at the employee's request, in advance; or
 - any other way agreed between Utilities Management and the employee.

8.4.3 Taking of Long Service Leave – Options

The employee can take paid leave at an agreed time on the following basis:

- a) at the employee's ordinary rate of pay (including allowances that the employee would have received had the employee remained at work); or
- b) with Utilities Management agreement, to be paid at double ordinary rates (including allowances that the employee would have received had the employee remained at work) for their leave by accepting a corresponding reduction in their leave entitlement (i.e. half leave at double rates); or
- c) with Utilities Management agreement, to take twice the leave entitlement by accepting a corresponding reduction in their leave entitlement at half ordinary rates of pay (i.e. double leave at half rates of pay).

8.4.4 Employment while on Long Service Leave

Undertaking additional employment with an alternative employer during periods of long service leave is prohibited.

8.4.5 Termination Provisions

The following Table summarises the long service leave payment made when an employee terminates employment with Utilities Management.

LENGTH OF SERVICE	TYPE OF TERMINATION	PAYMENT RECEIVED
More than ten (10) years	Termination for any reason	1.3 weeks for each year of service and pro rata for each completed month of service, less any already taken
Seven (7) years to less than ten (10) years	Termination for any reason other than gross and wilful misconduct	Pro rata for each completed month of service, less any already taken
Seven (7) years to less than ten (10) years service	Termination for gross and wilful misconduct	No entitlement to payment
Less than seven (7) years service	Termination for any reason	No payment

In respect to the above table the weekly rate shall include those allowances (i.e. Tool, Glove and Barrier and Bare Hand) as specified in the table contained in clause 6 a) Allowance Payment of Attachment 2 Appendix 2.

8.4.6 Sickness While on Long Service Leave

An employee on long service leave who is incapacitated on account of illness or accident may convert to personal leave the days of incapacity subject to the employee providing a satisfactory medical certificate to prove that the illness or injury would have rendered them unable to attend work.

8.5 PERSONAL/CARER'S LEAVE

8.5.1 Entitlement

- a) Full time employees, other than casuals, who work 37.5 hours per week accrue ninety (90) hours each year and employees who work 36 hours per week accrue 86.4 hours leave of absence each year without loss of pay where they cannot attend work due to personal illness or injury. This excludes any illness or injury covered by worker's compensation.

Part time employees are entitled to this leave on a pro rata basis according to ordinary hours worked.

Any part of this employee benefit not used accumulates from year to year.

- b) This leave may be used to provide care or support to a member of an employee's family where "family" includes the employee's husband, wife, de facto partner (including same sex partner), father, mother, foster parents, step parents, grandparents, brother, sister, child, step-child, foster child, grandchild or parents-in-law or household member.
- c) In the event that an employee requires to supplement their Personal/Carer's leave entitlement, the use of annual leave, long service leave, or unpaid leave or modifications to working hours can be negotiated and agreed on a case by case basis. In addition Unpaid Carer's Leave can be accessed (refer subclause 8.5.4)

8.5.2 Accrual of Personal Leave

Personal leave entitlements accrue on commencement of employment with Utilities Management and on each anniversary of the employee's date of beginning employment with Utilities Management.

Excluding time spent on worker's compensation, continuous unpaid absences in excess of one (1) calendar month are not counted towards the accrual of personal/carer's leave entitlements.

8.5.3 Notification of Personal/Carer's Leave (Paid and Unpaid)

Wherever possible, the employee will give their leader prior notice of an intention to take leave and the estimated length of absence. In the case of Carer's (Paid and Unpaid) Leave, the employee will advise of the relationship to the employee of the person requiring care.

If it is not practical to give prior notice of the intention to take leave, the employee will notify their leader of such intention at the first available opportunity.

8.5.4 Unpaid Carer's Leave

An employee who has exhausted their accrued paid Carer's Leave entitlement is entitled to take a period of up to two (2) days Unpaid Carer's Leave for each occasion when a member of the employee's immediately family (as detailed in subclause 8.5.1), or a member of the employee's household requires care and support because of:

- a) a personal illness or injury; or
- b) an unexpected emergency.

Where an employee requires more than two (2) days of Unpaid Carer's Leave agreement with Utilities Management is required.

8.5.5 Documentation of Personal/Carer's Leave (Paid and Unpaid)

A medical certificate signed by a registered health practitioner may be required for any paid absence on Personal/Carer's Leave for greater than three (3) working days.

On each occasion of Unpaid Personal/Carer's Leave an employee, on their return, may be required to provide a medical certificate (relating to the employee's family or household member) signed by a registered health practitioner.

A medical certificate may be required for periods less than three (3) days where Utilities Management has concerns about the validity of the Personal/Carer's Leave claim. Such requests will only be made where an individual employee has a record of regular or prolonged Personal/Carer's Leave absences.

A statutory declaration will, in limited circumstances, be accepted in respect of Personal/Carer's Leave where an employee is unable to provide a medical certificate signed by a registered health practitioner, providing the employee includes evidence in that statutory declaration that they attempted to make an appointment with a registered health practitioner qualified to provide a medical certificate.

8.6 PARENTAL AND MATERNITY LEAVE

8.6.1 Entitlement to Parental/Maternity Leave

An employee is entitled to take parental and/or maternity leave:

- a) where the employee has more than twelve (12) months continuous service as a full time or part time employee with Utilities Management at the time of the expected birth or placement in the case of adoption; and
- b) where the employee has given Utilities Management at least ten (10) weeks' written notice of their intention to take the leave.

8.6.1.1 Service

An absence on parental leave (paid and unpaid) does not break an employee's continuity of service but the period which is unpaid is not to be taken into consideration in calculating the employee's period of service.

8.6.1.2 Start and Finish Dates

The starting and finishing dates for a period of parental and/or maternity leave are to be agreed between Utilities Management and the employee.

8.6.1.3 General

An employee seeking parental and/or maternity leave shall, upon request, provide Utilities Management with documentary evidence certifying the pregnancy and the expected date of birth.

If both parents are employees of Utilities Management they are able upon their request to access this provision concurrently or at other times as agreed between the employees and Utilities Management.

8.6.1.4 Sickness During Parental/Maternity Leave

If an employee falls sick during the period of paid parental/maternity leave and a medical certificate is provided, the period of paid leave will be reinstated. This period of leave will be deducted from the employee's personal leave entitlement.

8.6.1.5 Total Absence

The total absence (paid and unpaid) will not exceed more than fifty two (52) weeks unless otherwise agreed to by both the employee and Utilities Management.

8.6.1.6 Taking of Parental/Maternity Leave – Options

The employee can take paid Maternity/Parental leave at an agreed time on the following basis:

- a) at an employees ordinary rate of pay; or
- b) with Utilities Management agreement, to take up to twice the leave entitlement by accepting a corresponding reduction in their leave entitlement at half ordinary rates of pay (i.e. up to double leave at half rates of pay).

8.6.2 Parental Leave

Subject to subclause 8.6.1 four (4) weeks of paid parental leave is available to all full time and part time employees. Part time employees are entitled to parental leave pro rata to ordinary hours worked.

8.6.3 Maternity Leave

Subject to subclause 8.6.1 full time and part time female employees are entitled to twelve (12) weeks paid maternity leave in addition to the four (4) weeks paid parental leave. Part time employees are entitled to maternity leave pro rata to ordinary hours worked.

8.6.4 Return to Work in a Full Time Capacity

On finishing parental/maternity leave, an employee is entitled to the position held immediately prior to starting leave. If this position is no longer available, the employee is entitled to a position for which the employee is qualified and suited nearest in status, remuneration and location to the former.

Where the employee was acting in a temporary position immediately prior to parental leave, the entitlement under this provision relates to the employee's substantive position.

8.6.5 Return to Work in a Part Time Capacity

This provision can only apply if the employee is to be the primary care giver.

On finishing parental/maternity leave, and only upon the request of the employee, the employee is entitled to work on a part time basis, at their substantive pay level.

Utilities Management will work with the employee involved to ensure the agreed part time arrangement meets the needs of the employee and operational requirements.

In the event it is not possible to convert the employee's substantive position to part-time due to operational reasons, every effort will be made by Utilities Management to accommodate the employee's request in an alternative position for which the employee is qualified and suited nearest in status, remuneration and location.

Where the employee is placed (with their agreement) in a position of lower classification, that lower rate shall apply.

If however an agreed position is not found but the employee in the interim (until an agreed position can be found or created) performs the duties of a position of a lower job size or classification, the employee will remain at their substantive rate of pay without loss of progression opportunity.

On finishing parental/maternity leave and only If employee wishes to return in a part-time arrangement the employee must give Utilities Management at least ten (10) weeks' written notice of this intention.

All agreements will be documented in a written form as described in subclause 2.3.2.6.

8.7 PUBLIC HOLIDAYS

Entitlement

Employees not on continuous shift are entitled to time off without loss of pay on all Public Holidays as proclaimed in the relevant State or Territory on which day the employee would normally have worked.

Payment at the ordinary rate will be made for a holiday occurring during a period of approved leave without pay which does not exceed fourteen (14) consecutive days.

Public Holidays occurring during a period of approved unpaid personal/carers leave are paid.

8.7.1 Time off in lieu of overtime worked on a Public Holiday

Where an employee works on a Public Holiday, time off in lieu at a mutually convenient time within twelve (12) months is available if an employee elects and Utilities Management agrees.

In this event the employee's entitlement (inclusive of overtime penalties) will be reduced by the value of the ordinary hours taken off.

8.7.2 Payments for work on Public Holidays

8.7.2.1 Public holiday falls on a Monday to Friday

An employee who works on a public holiday is entitled to be paid in accordance with subclauses 6.2 c) and/or 6.3 d).

8.7.2.2 Public Holiday falls on a Saturday (Gazetted holiday) – Except Christmas Day

Where a public holiday falls on a Saturday and is the gazetted public holiday, (e.g. Easter Saturday and occasionally ANZAC Day), then the rate of 2.5 times ordinary rate will be applied to actual hours worked. Normal public holiday minimum callout times will also apply.

8.7.2.3 Public Holiday date falls on a Saturday but the gazetted holiday is moved to another day – Except Christmas Day

Where a normal public holiday date falls on a Saturday but the gazetted public holiday for that day, (e.g. Australia Day), is changed to the following Monday (or any other normal work day), then any work performed on that Saturday will be paid in accordance with normal Saturday work payments. Normal Saturday minimum callout times will also apply. No public holiday rates or conditions will apply to this situation.

8.7.2.4 Public Holiday date falls on a Sunday but the gazetted holiday is moved to another day – Except Christmas Day

Where a normal public holiday date falls on a Sunday but the gazetted public holiday for that day, (eg Australia Day), is changed to the following Monday (or any other normal work day), then any work performed on that Sunday will be paid in accordance with normal Sunday work payments. Normal Sunday minimum callout times will also apply. No public holiday rates or conditions will apply to this situation.

8.7.2.5 Christmas Day (25 December) falls on Saturday or Sunday

Where Christmas Day (i.e. 25 December) falls on a Saturday (or a Sunday), and the gazetted public holiday for that day, is changed to the following Monday (or any other normal work day), then the rate of 2.5 times ordinary rate will be applied to actual hours worked on that Saturday (Sunday). Normal public holiday minimum callout times will also apply in this case.

8.8 COMPASSIONATE LEAVE

Compassionate leave is paid leave taken by an employee:

- a) for the purposes of spending time with a person who:
 - (i) is a member of the employee's immediate family (refer subclause 8.5.1.b) for the definition of "family") or a member of the employee's household ; and
 - (ii) has a personal illness, or injury, that poses a serious threat to their life; or
- b) after the death of a member of the employee's immediate family or a member of the employee's household.

8.8.1 Entitlement

An employee is entitled to a period of two (2) days of compassionate leave for each occasion when a member of the employee's immediate family (refer subclause 8.5.1.b) for the definition of "family") or a 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.

8.8.2 Documentation

If requested by Utilities Management the employee must provide evidence that Utilities Management reasonably requires of the illness, injury or death. A medical certificate or statutory declaration would generally be considered acceptable evidence.

8.8.3 Taking of Compassionate Leave

For a particular permissible occasion an employee is entitled to take the compassionate leave as:

- a) a single, unbroken period of two (2) days; or
- b) two (2) separate periods of one (1) day; or
- c) as agreed by the employee and Utilities Management.

8.8.4 Payment of Compassionate Leave

If an employee takes compassionate leave, Utilities Management will pay the employee for that period the amount the employee would reasonably have expected to be paid had they worked during that period.

8.8.5 Overseas Travel

Where the death of the employee's husband, wife, child, father or mother occurs outside Australia and the employee is required to travel overseas, an additional two (2) days paid leave will be granted.

8.9 EMERGENCY LEAVE

An employee can apply for emergency leave with or without loss of pay for a short period to cover an urgent domestic or personal matter. The decision to grant emergency leave is at the discretion of Utilities Management.

8.10 JURY SERVICE

An employee summonsed for Jury Service is granted special leave with pay for any period of duty. Utilities Management will continue to pay the employee their ordinary rate (or as per roster where the employee is a shift worker), including any regularly paid allowances.

Any payments received from the Courts (other than travel expenses) must be accounted for and paid to Utilities Management within fourteen (14) days of receipt. Where the employee fails to reimburse this amount, Utilities Management is entitled to obtain details from the Sheriff's Office and deduct the amount owing from the employee's pay entitlements.

8.11 LEAVE WITHOUT PAY

By agreement with Utilities Management, an employee may take leave without pay subject to operational requirements.

Any absence under this clause does not break an employee's continuity of service. However during an unpaid absence of greater than one (1) calendar month, annual leave, personal leave and long service leave will not accrue.

8.12 TRADE UNION TRAINING LEAVE

An employee who:

- is a member of a union or association party to this Agreement; and
- has been nominated by that union or association to attend an approved trade union education course;

may be granted not more than five (5) days leave per calendar year to attend such training, subject to operational requirements and in accordance with Utilities Management "Trade Union Leave" guidelines.

8.13 OTHER LEAVE

The parties acknowledge the availability of certain other forms of leave (paid or unpaid) which are subject to Utilities Management guidelines and discretions eg study leave.

8.14 FAMILY AND DOMESTIC VIOLENCE LEAVE

Utilities Management has in place a Family and Domestic Violence Support Directive. That document is an internal directive (which does not form part of this Agreement) and is subject to review by Utilities Management from time to time.

8.14.1 Entitlement

- a) All employees (other than casual employees) are entitled to up to 10 days Family and Domestic Violence Leave with pay per calendar year - to attend medical appointments, counselling, legal appointments and proceedings, arrange relocation and/or other activities related to the effects of family and domestic violence.
- b) The amount of leave with pay provided on any occasion will be determined through discussion between the employee and their Leader/Manager and may be taken in part days, single or consecutive days.
- c) This leave is separate from an employee's personal/carers leave entitlement.

- d) An employee can access other forms of leave (eg Annual Leave, Long Service Leave) if 10 days of leave with pay in any calendar year has been utilised and further leave is required. Additional leave without pay may also be considered if necessary.
- e) A casual employee is entitled to access leave without pay for family and domestic violence purposes.

8.14.2 Notice

- a) Employees should, wherever possible, give their Leader/Manager (or Human Relations representative if preferred) prior notice of taking any family and domestic violence related leave. Utilities Management acknowledges there may be situations where notice will be given after the leave has commenced.
- b) Employees must advise (as best they can) of the period, or expected period of leave.

8.14.3 Evidence

- a) Employees applying for any family and domestic violence related leave may be required to produce evidence for the leave being requested.
- b) The evidence may include a medical certificate, written advice from a psychologist, counsellor or school, a document issued by the police, court, family/domestic violence support service, lawyer or a statutory declaration.
- c) The need for and form of evidence will be determined on a case by case basis at the time. Before seeking any evidence, Leaders/Managers must consult with Human Relations.
- d) Where evidence is sought, visual verification only is required and no physical record will be kept.

CLAUSE 9 SHIFT WORK

9.1 GENERAL

The principles outlined in this clause relate to a 37.5 hour week (and/or 36 hour week for appendix 1B employees from 1 July 2006) and shifts of eight (8) hours duration which are regarded as the standard for shift work. The parties may, by agreement, vary the hours of shift and length of roster cycles providing the principles of this clause are maintained.

9.2 DEFINITIONS

<i>"continuous shift work"</i>	means work carried out on consecutive shifts of employees throughout the twenty four (24) hours of each of at least six (6) consecutive days to an agreed pattern.
<i>"non-continuous shift"</i>	means shift work other than continuous shift work.
<i>"roster cycle"</i>	means a sequence of shifts in a roster normally to be worked as ordinary working hours and arranged so as to form a recurring cycle.
<i>"standard afternoon shift"</i>	means finishing after 6 p.m. and at or before midnight.
<i>"standard day shift"</i>	means starting at or after 6 a.m. and finishing at or before 6 p.m.
<i>"standard night shift"</i>	means finishing after midnight and at or before 8 a.m.
<i>"standard shift"</i>	means a period of eight (8) hours during which a shift worker is rostered for duty.

9.3 SHIFT ALLOWANCES

9.3.1 Standard Shift Allowances

Shift workers will be paid their ordinary rate of pay plus a shift allowance of a percentage of the ordinary rate.

The standard shift allowances payable are outlined in the following Table.

PERIOD	SHIFT ALLOWANCE - PERCENTAGE OF ORDINARY RATE
Weekday	Ordinary rate only
Weekday - standard afternoon	18.75%
Weekday - standard night shift	22.5%
Saturday - all shifts	50%
Sunday - all shifts	100%
Public Holiday - all shifts	150%

9.3.2 Averaging of Shift Allowances

Where the parties enter into shift arrangements other than the standard day, afternoon or night shifts as defined, the parties will apply the standard shift allowances to maintain the equivalent quantum of shift allowances to all employees according to their roster cycle.

By agreement between the parties, the allowances over a full roster cycle may be averaged for the purposes of payment.

9.4 PAY EQUALISATION

By agreement Utilities Management may adjust the amount payable (base rate and shift allowance only) to a shift worker in any one fortnight to reduce or eliminate fluctuations of fortnightly pay. Amounts retained or advanced are added to or deducted from the following pay.

9.5 ORDINARY HOURS OF WORK

Shift workers rostered hours will average 37.5 hours per week (or 36 hour for Appendix 1B employees after 1 July 2006) over a roster cycle.

Should an agreed roster cycle result in an employee working in excess of the average 37.5 ordinary hours per week (or 36 hour for Appendix 1B employees after 1 July 2006) over the cycle, the additional time worked will be paid as overtime.

9.6 OVERTIME

9.6.1 General

- a) Except as provided in subclause 10.4, Utilities Management can require an employee to work reasonable overtime.
- b) Overtime must be approved by a Utilities Management officer authorised to do so.
- c) Payment for overtime is only available to shift employees classified in positions up to and including Grade 8.

An employee classified in Grade 9 or above may seek compensation for excessive overtime worked. Utilities Management may determine to make a payment at ordinary rate or provide time off in lieu in these circumstances.

- d) Except as provided in this subclause, the provisions of Clause 6 - Overtime - apply generally to shift workers working overtime.
- e) Shift allowances (refer subclause 9.3.1) are not payable when overtime is worked.

9.6.2.1 Non-continuous Shift Workers

A non-continuous shift worker will be paid overtime at the rates outlined in the following Table.

PERIOD	PENALTY
Any day other than a Public Holiday	2x ordinary rate
Public Holiday	2.5x ordinary rate

9.6.2.2 Continuous Shift Workers

Overtime worked by a continuous shift worker outside the rostered hours is paid at:

PERIOD	PENALTY
Any day other than a Public Holiday	2x ordinary rate
Public Holiday	2.5x ordinary rate

9.7 ROSTERS

9.7.1 Shift Rosters

Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts and the maximum number of shifts to be worked.

In the absence of any custom or agreement a roster will ensure that the maximum number of standard shifts to be worked will be not more than eight (8) in any nine (9) consecutive days.

9.7.2 Variations to Rosters

9.7.2.1 Changes to the method of working shifts

Changes to the method of working shifts will not occur unless agreed between the parties concerned. These changes may include but not be limited to:

- length of shift;
- rotation of shift;
- start and finish times;
- basic structure and frequency of roster; and
- existing pay and associated arrangements contained within local shift agreements.

9.7.2.2 Replacement of an employee on Shift Roster

- a) A **non-continuous** shift work employee must be given forty eight (48) hours notice if requested to replace another employee on the shift roster. If notice given is less than forty eight (48) hours, then penalty rates of time and a half for the first hour and double time thereafter will apply for the first and second shift.
- b) A **continuous** shift work employee must be given twenty four (24) hours notice if requested to replace another employee on the shift roster. If notice given is less than twenty four (24) hours, then a penalty rate of double time will apply for any shift commencing within the twenty four (24) hours from the time notice is given (excluding any normal rostered shift which falls within the twenty four (24) hour period).

9.7.3 Employees swapping shifts between themselves

- a) An employee may, by mutual agreement with another shift employee, replace that employee's rostered shift. In such a case both employees will be paid as if they had worked according to the roster cycle.
- b) This swap will not be considered as overtime for the purposes of subclause 9.6.
- c) Where such a swap is arranged, prior notification must be given to Utilities Management before this swap can take place. Utilities Management may veto any proposed swap but will not do so unreasonably.
- d) Swapping will not occur where an employee will have less than a ten (10) hour break from completion of work to commencing work on the next shift unless Utilities

Management and the employee involved agree to a minimum break of not less than eight (8) hours.

- e) In the case of employees whose shift roster includes the working of twelve (12) hour shifts, those employees must have a minimum of a ten (10) hour break.

9.8 MEAL AND OTHER BREAKS

9.8.1 Non-continuous Shift

- a) An employee on non-continuous shift is entitled to an unpaid meal break of not more than thirty (30) minutes each shift.
- b) In the absence of any custom or agreement, employees will not be required to work more than five (5) hours continuously without a meal break.
- c) Where a non-continuous shift worker is instructed by Utilities Management to work in excess of five (5) continuous hours without a meal break, the time worked from the end of the fifth hour until a meal break is taken or work ceases will be paid at time and a half (1.5x) of the employee's ordinary rate in addition to the appropriate shift allowance pursuant to subclause 9.3.1. provided that where a non-continuous shift worker is rostered to work on a Sunday or Public Holiday and is instructed to work beyond five (5) continuous hours without a meal break, the penalty rates applicable (Sunday: 2x ordinary rate; Public Holiday: 2.5x ordinary rate) will continue until the employee ceases work.
- d) Employees are entitled to a paid break of at least ten (10) and up to twenty (20) minutes at a time to be agreed. The time and duration of the break will continue according to the practice within each workplace as at 1 September 1999.

9.8.2 Continuous Shift

- a) An employee on continuous shift is entitled to a paid meal break of not more than thirty (30) minutes each shift.
- b) In the absence of any custom or agreement (e.g. existing twelve (12) hour shift agreements), an employee will not be required to work more than five (5) hours continuously without a paid meal break.
- c) Where an employee is required to work two (2) consecutive standard shifts the employee is entitled to two paid meal breaks during the second shift.

9.9 ANNUAL LEAVE

9.9.1 Relationship between this Subclause and the National Employment Standards

The provisions of this clause are to be read in conjunction with National Employment Standards or its successor.

It is not the intention that any provision of this clause is to operate in a way that is less favourable to employees than the National Employment Standards. If any provision of this clause operates in a way that is less favourable to employees than the National Employment Standards, then the National Employment Standards shall prevail.

9.9.2 Non-continuous Shift Workers

- a) A non-continuous shift worker is entitled to annual leave in accordance with subclause 8.2.1.
- b) Excluding time spent on worker's compensation, continuous unpaid absences in excess of one (1) calendar month are not counted towards the accrual of annual leave entitlements.

- c) A non-continuous shift worker who has not been on non-continuous shift for the full period of an entitlement will be paid the higher of;
- a loading of 17.5%; or
 - a proportionate amount of the roster average shift allowance in respect of each complete period of twenty eight (28) days worked during the entitlement period.

9.9.3 Continuous Shift Workers

9.9.3.1 Entitlement

- a) Continuous shift workers are defined as shift workers for the purpose of the National Employment Standards. A full time continuous shift worker is entitled to five (5) weeks annual leave per year.

In practice this means continuous shift workers on eight (8) or twelve (12) hour shifts will be given 192 hours paid annual leave each year.

- b) Employees engaged as a continuous shift worker for less than a complete year are entitled to a pro rata amount of annual leave. Pro rata leave will be calculated on the basis of minimum complete periods of twenty eight (28) days of continuous shift work aggregated in periods of not less than seven (7) days each of continuous shift work.

9.9.3.2 Annual Leave Accrual

- a) Annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates year to year.
- b) Excluding time spent on worker's compensation, continuous unpaid absences in excess of one (1) calendar month are not counted towards the accrual of annual leave entitlements.

9.9.3.3 Taking Annual Leave

- a) Employees will generally take their annual leave within twelve (12) months of its accrual unless agreed otherwise with Utilities Management.

It is the intention that the timing of taking annual leave entitlements will be agreed between Utilities Management and the employee.

- b) Employees must take an amount of annual leave during a particular period if:
- the employee is directed to do so by Utilities Management; and
 - at the time that the direction is given, the employee has accrued more than eight (8) weeks paid annual leave;
 - the amount of annual leave that the employee is directed to take is less than, or equal to, two (2) weeks for a full time employee.
- c) Where Utilities Management shuts down a part of the business between 25 December in any year and 1 January of the following year, employees in that part of the business will be required to take up to three (3) days of annual leave as directed during this period.
- d) Where Utilities Management requires leave to be taken, not less than four (4) weeks notice will be given to the employee.

9.9.3.4 Annual Leave in Advance

- a) Annual leave may be given in advance where agreed between Utilities Management and the employee.
- b) Where Utilities Management requires leave to be taken between 25 December in any year and 1 January of the following year, and the employee has insufficient annual leave accrual, up to three (3) days annual leave will be given in advance for this purpose.

9.9.3.5 Payment for Annual Leave

- a) A shift worker who has been on continuous shift for the full period of an entitlement will be paid an amount equal to the pay received for their normal rostered shifts occurring during the period of leave.
- b) A continuous shift worker who has not been on continuous shift for the full period of an entitlement will be paid the higher of;
 - a loading of 17.5%; or
 - a proportionate amount of the roster average shift allowance in respect of each complete period of twenty eight (28) days worked during the entitlement period.

9.9.3.6 Sickness While on Annual Leave

If an employee is incapacitated for one or more days of annual leave such that, had the employee been at work, they would have been entitled to paid personal/carers leave, Utilities Management will convert the annual leave days during which the employee was incapacitated to paid personal/carers leave, provided the following occurs:

- the employee provides an acceptable medical certificate to prove that the illness or injury would have rendered the employee unable to attend work; and
- the leave sought is within the limits of employee's personal/carers leave entitlement.

9.9.3.7 Maximum Leave Loading

The maximum loading payable for a full year's annual leave entitlement will not exceed the current rate of the "value of ordinary time earnings for full time adult males for Australia for the September quarter" as published by the Australian Bureau of Statistics.

9.10 LONG SERVICE LEAVE

For general long service leave provisions refer subclause 8.4. Provisions relating to shift workers only are as follows.

9.10.1 Entitlement

Continuous shift employees are entitled to nine and one tenth (9.1) weeks long service leave accrual after seven (7) years qualifying service as a continuous shift worker, and 48.75 hours - 37.5 hour week (1.3 weeks) thereafter for each year of service. Weekends occurring during long service leave are counted as part of that leave.

9.10.2 Payment for Long Service Leave

- a) A continuous or non-continuous shift worker engaged on shift for more than twenty six (26) weeks at any time within five (5) years preceding the first day of taking the leave is paid a loading provided:
 - any period of twenty six (26) weeks is computed by aggregating continuous periods on shift of not less than two (2) weeks; and
 - a week is a period of seven (7) consecutive days including any rostered days off provided by the relevant shift roster.
- b) The loading paid is the average penalty of the employee's ordinary rate determined as follows:
 - At the time of taking leave, the employee will be paid a percentage of their ordinary rate to a maximum of 30%. The actual percentage of the ordinary rate will be calculated on the basis of;
 - 3% of the ordinary rate for each complete period of twenty six (26) weeks on continuous shift work; and
 - 1% of the ordinary rate for each period of twenty six (26) weeks if engaged on non-continuous or a combination of continuous and non-continuous shift.
- c) Where period(s) on shift work cannot be accurately or reliably ascertained, Utilities Management will make an estimate and will determine the loading (if any) payable.
- d) If any variation to the ordinary rate occurs during the period of leave the rate of payment will be adjusted accordingly.

9.11 MINIMUM BREAK

- a) Employees are entitled to a ten (10) hour break between completion of work and the commencement of their next shift.
- b) The employee is to be released from duty for such time as the employee has had ten (10) hours off duty.

Where this cannot occur due to exceptional circumstances, the employee is to be paid at double the ordinary rate until a ten (10) hour break can be taken.
- c) Health and safety will be the prime consideration in determining whether the employee is to attend work without a ten (10) hour break.
- d) In the case of employees whose shift roster includes the working of twelve (12) hour shifts, those employees must have a minimum of a ten (10) hour break.

9.12 NETWORK OPERATIONS CENTRE (NOC) PERSONAL/CARER'S LEAVE DURING FLOAT PERIOD

Where a NOC continuous shift worker on 'float' is scheduled to cover the absence of another NOC continuous shift worker, and is then unable to cover that absence due to their own Personal/Carer's leave, the NOC continuous shift worker will be paid Personal/Carer's leave and the penalties for the shift they were scheduled to cover.

9.13 NETWORK OPERATIONS CENTRE (NOC) STAND DOWN PAYMENT DURING FLOAT PERIOD

For NOC continuous shift workers, the weekend mid 'float' period, and the Saturday immediately after, will be regarded as working 'float' days for the purpose of stand down payments only.

The stand down payment payable in accordance with this subclause will be paid at the NOC continuous shift workers ordinary rate only.

Example: A NOC continuous shift worker on 'float' is required to work on Friday from 3:00 pm to 11:00 pm. For a Distribution Network Controller Level 2 the minimum rest period would be achieved at 10:00 am on Saturday. The Distribution Network Controller Level 2 would be entitled to a 3.0 hour stand down payment (ie for the period from 7:00 am to 10:00 am). For a Field Services Dispatch Operations Officer the minimum rest period would be achieved at 9:00 am on Saturday. The Field Services Dispatch Operations Officer would be entitled to a 2.0 hour stand down payment (ie for the period from 7:00 am to 9:00 am).

9.14 DAYLIGHT SAVING

The start and finish times of shifts that straddle the introduction and cessation of daylight saving are aligned to the time of the clock.

CLAUSE 10 APPRENTICES

10.1 GENERAL

- a) Utilities Management is the host employer.
- b) "Apprentice" means any person covered by a Contract of Training in one of the following occupational classifications:
- Electrical Tradesperson;
 - Electronic Tradesperson;
 - Electrical Tradesperson (Power line);
 - Engineering Tradesperson (Mechanical);
 - Engineering Tradesperson (Metal Fabrication);

provided that Utilities Management may take on apprentices in other recognised occupational classifications following agreement between parties. Any such apprentice will be advised by Utilities Management of the recognised occupational classification of the training program prior to beginning employment with Utilities Management.

10.2 CONTRACT OF TRAINING

10.2.1 Contract of Training

Each apprentice will have a Contract of Training. The term of the Contract of Training will nominally be four (4) years.

10.2.2 Probation

An apprentice may be taken on probation for three (3) months, such period to count as part of their period of apprenticeship.

10.2.3 Cancellation or Suspension of Contract of Training

A Contract of Training may be suspended or cancelled in accordance with the Training and Skills Development Act 2003 (SA).

10.2.4 Disciplinary Procedure

In the event that Utilities Management requires to go beyond a Stage 2 - Formal Counselling pursuant to the disciplinary procedure (refer subclause 2.9), it will seek the involvement of the Training and Skills Commission rather than proceeding immediately to Stage 3 - Formal Warning.

This provision does not prevent either party from seeking Training and Skills Commission involvement on any dispute at any stage.

10.3 RATES OF PAY

10.3.1 Weekly Rate – Percentage of TSW1

Subject to the provisions of subclause 10.3.2 the minimum weekly rate for apprentices will be a percentage of the ordinary weekly rate payable under this Agreement for a Trade Skilled Worker Grade 1 (TSW 1). Refer Appendix 1B Table 2 for actual amounts.

FOUR YEAR TERM	JUNIOR APPRENTICE - PERCENTAGE OF TSW 1	ADULT APPRENTICE - PERCENTAGE OF TSW 1
1st year	44.34%	63.53%
2nd year	56.81%	63.53%
3rd year	76.01%	76.01%
4th year	88.48%	88.48%

10.3.2 Weekly Rate – Other Matters

- a) An employee who is under twenty one (21) years of age on the expiration of the apprenticeship and works in the apprenticed trade will be paid not less than TSW 1.
- b) Where an adult person (i.e. someone twenty one (21) years or older on the date of signing a Contract of Training) is employed by Utilities Management immediately prior to becoming an apprentice, the employee will not suffer a reduction in the rate of pay by virtue of signing the Contract of Training.

The apprentice will continue to receive the rate of pay which from time to time is applicable to the classification or class of work specified as per this Agreement and in which the apprentice was engaged immediately prior to entering into the Contract of Training.

The rate of pay for an adult apprentice remains at that level until payment of the appropriate year's percentage pay rate for apprentices exceeds that value.

- c) Where the adult apprentice was not in Utilities Management employment prior to the signing of the Contract of Training, the apprentice will be paid in accordance with the adult percentage of TSW 1 specified in subclause 10.3.1.

10.4 OVERTIME AND SHIFT WORK

No apprentice will work overtime or shift work where it prevents the apprentice from attending vocational, educational or training providers unless other arrangements can be made.

No apprentice will work on overtime or shift work without appropriate supervision.

10.5 LEAVE

Apprentices are entitled to all forms of leave outlined in Clause 8 - Leave.

10.6 LOST TIME

Where an apprentice has been absent without Utilities Management's consent or has worked less than the ordinary working days in any one calendar year, the apprentice may be required to make up the time before commencing a new service year. Any periods worked in excess of the ordinary working hours will be credited when calculating extra time to be served.

10.7 REIMBURSEMENT OF EDUCATIONAL FEES

Apprentices attending vocational, educational and training providers and presenting reports of satisfactory achievement will be reimbursed all fees they have paid.

10.8 PROPORTION

The proportion of apprentices who may be taken on by Utilities Management will not exceed one (1) apprentice for every two (2) tradespersons in the particular trade in the workshop or depot except where structured training is being delivered.

CLAUSE 11 ISSUE RESOLUTION

The success of the mutual relations between Utilities Management, the parties and the employees under this Agreement depends on the shared commitment to address issues in a fair and responsible manner.

The parties agree to negotiate in good faith and on the basis of mutual trust.

Utilities Management has an open door policy for all employees to communicate directly with leaders and managers.

All issues of concern to management and employees (including all disputes arising under this agreement or under the National Employment Standards) will be dealt with in accordance with the following procedure with a view to issues being resolved promptly at the workplace level.

Nothing in this procedure precludes an employee from seeking the support or representation of their union, or any other representative of their choice, at any of the following stages.

Step 1 The employee and their leader will meet to identify and define the matter causing concern. The employee and leader will discuss the matter in a genuine attempt to resolve the issue. If the matter remains unresolved, then

Step 2 The problem is to be described in writing by the leader and referred to the manager for resolution. If required, additional parties may be identified and brought into discussions to assist in achieving a resolution. If the matter remains unresolved, then

Step 3 Utilities Management and the employee and their representatives (if requested) will make a further attempt to resolve the issue. If the matter remains unresolved, then

Step 4 Any of the parties may refer the matter to the Fair Work Commission for conciliation and/or arbitration, or where the parties agree, to an alternative independent mediator.

The decision reached by such an independent mediator or the Fair Work Commission will be final and binding upon the parties, subject only to rights of appeal pursuant to the Fair Work Act 2009 (Cth) or its replacement.

Employees will continue to work normally and the status quo will be preserved while these procedures are being followed except where the personal safety of employees is at risk.

APPENDIX 1A – GRADE/CLASSIFICATION PAY STRUCTURE ~ GRADES 1–11

TABLE A – Rates applicable from 1st pay period commencing on or after the 1 July 2017

Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate							
GRADE 1			GRADE 2			GRADE 5			GRADE 8									
G01	01	\$574.83	\$29,987	G02	01	\$1,180.03	\$61,558	G05	01	\$1,722.59	\$89,862	G08	01	\$2,253.73	\$117,570			
G01	02	\$590.53	\$30,806	G02	02	\$1,191.86	\$62,175	G05	02	\$1,739.92	\$90,766	G08	02	\$2,275.98	\$118,730			
G01	03	\$609.28	\$31,784	G02	03	\$1,203.93	\$62,805	G05	03	\$1,757.33	\$91,674	G08	03	\$2,298.87	\$119,924			
G01	04	\$627.88	\$32,754	G02	04	\$1,216.23	\$63,447	G05	04	\$1,774.91	\$92,591	G08	04	\$2,321.78	\$121,120			
G01	05	\$646.43	\$33,722	G02	05	\$1,228.07	\$64,064	G05	05	\$1,792.49	\$93,508	G08	05	\$2,344.90	\$122,326			
G01	06	\$665.02	\$34,692	G02	06	\$1,240.34	\$64,704	G05	06	\$1,810.59	\$94,452	G08	06	\$2,368.55	\$123,559			
G01	07	\$689.12	\$35,949	G02	07	\$1,252.86	\$65,358	G05	07	\$1,828.68	\$95,396	G08	07	\$2,392.14	\$124,790			
G01	08	\$713.51	\$37,221	G02	08	\$1,265.40	\$66,012	G05	08	\$1,847.02	\$96,353	G08	08	\$2,415.82	\$126,025			
G01	09	\$737.84	\$38,491	G02	09	\$1,277.97	\$66,667	G05	09	\$1,865.31	\$97,307	G08	09	\$2,440.15	\$127,294			
G01	10	\$762.19	\$39,761	G02	10	\$1,290.74	\$67,334	G05	10	\$1,883.88	\$98,276	G08	10	\$2,464.51	\$128,565			
G01	11	\$787.05	\$41,058	G02	11	\$1,303.50	\$67,999	G05	11	\$1,902.69	\$99,257	G08	11	\$2,489.35	\$129,861			
G01	12	\$804.12	\$41,948	G02	12	\$1,316.78	\$68,692	G05	12	\$1,921.97	\$100,263	G08	12	\$2,513.95	\$131,144			
G01	13	\$821.26	\$42,842	G02	13	\$1,329.78	\$69,370	G05	13	\$1,941.06	\$101,259	GRADE 9						
G01	14	\$838.61	\$43,747	G02	14	\$1,343.03	\$70,061	G05	14	\$1,960.59	\$102,277							
G01	15	\$855.97	\$44,653	G02	15	\$1,356.51	\$70,765	GRADE 6			G09				01	\$2,585.02	\$134,852	
G01	16	\$872.86	\$45,534	G02	16	\$1,370.32	\$71,485				G09	02	\$2,609.81	\$136,145				
G01	17	\$894.08	\$46,641	G02	17	\$1,383.80	\$72,188				G06	01	\$1,902.69	\$99,257	G09	03	\$2,634.90	\$137,454
G01	18	\$912.90	\$47,623	G02	18	\$1,397.54	\$72,905	G06	02	\$1,921.97	\$100,263	G09	04	\$2,660.13	\$138,770			
G01	19	\$930.26	\$48,529	G02	19	\$1,411.77	\$73,647	G06	03	\$1,941.06	\$101,259	G09	05	\$2,685.64	\$140,101			
G01	20	\$946.89	\$49,396	G02	20	\$1,425.76	\$74,377	G06	04	\$1,960.59	\$102,277	G09	06	\$2,711.47	\$141,448			
G01	21	\$977.00	\$50,967	GRADE 3			G06	05	\$1,980.06	\$103,293	G09	07	\$2,737.43	\$142,803				
G01	22	\$988.83	\$51,584				G06	06	\$1,999.59	\$104,312								
G01	23	\$1,000.69	\$52,203				G03	01	\$1,383.80	\$72,188	G06	07	\$2,019.85	\$105,369	GRADE 10			
G01	24	\$1,011.75	\$52,780	G03	02	\$1,397.54	\$72,905	G06	08	\$2,040.13	\$106,427	G10	01	\$2,711.47				\$141,448
G01	25	\$1,023.30	\$53,382	G03	03	\$1,411.77	\$73,647	G06	09	\$2,060.40	\$107,484	G10	02	\$2,737.43				\$142,803
G01	26	\$1,036.83	\$54,088	G03	04	\$1,425.76	\$74,377	G06	10	\$2,081.07	\$108,562	G10	03	\$2,764.29	\$144,204			
G01	27	\$1,047.21	\$54,629	G03	05	\$1,440.25	\$75,133	G06	11	\$2,101.59	\$109,633	G10	04	\$2,791.44	\$145,620			
G01	28	\$1,058.06	\$55,195	G03	06	\$1,454.41	\$75,872	G06	12	\$2,122.84	\$110,741	G10	05	\$2,818.74	\$147,044			
G01	29	\$1,068.18	\$55,723	G03	07	\$1,469.17	\$76,642	G06	13	\$2,144.05	\$111,848	G10	06	\$2,846.32	\$148,483			
G01	30	\$1,079.26	\$56,301	G03	08	\$1,483.85	\$77,408	GRADE 7			G10	07	\$2,874.22	\$149,938				
G01	31	\$1,089.88	\$56,855	G03	09	\$1,498.57	\$78,175											
G01	32	\$1,100.68	\$57,419	G03	10	\$1,513.54	\$78,956				G07	01	\$2,081.07	\$108,562	GRADE 11			
G01	33	\$1,111.83	\$58,000	G03	11	\$1,528.71	\$79,748	G07	02	\$2,101.59	\$109,633	G11	01	\$2,846.32				\$148,483
G01	34	\$1,123.15	\$58,591	G03	12	\$1,543.64	\$80,527	G07	03	\$2,122.84	\$110,741	G11	02	\$2,874.21				\$149,938
G01	35	\$1,134.22	\$59,168	G03	13	\$1,559.62	\$81,360	G07	04	\$2,144.05	\$111,848	G11	03	\$2,902.97	\$151,438			
G01	36	\$1,145.56	\$59,760	G03	14	\$1,574.98	\$82,161	G07	05	\$2,165.50	\$112,967	G11	04	\$2,932.04	\$152,955			
G01	37	\$1,157.13	\$60,364	G03	15	\$1,590.66	\$82,979	G07	06	\$2,187.18	\$114,098	G11	05	\$2,961.40	\$154,486			
G01	38	\$1,168.46	\$60,955	G03	16	\$1,606.60	\$83,811	G07	07	\$2,208.92	\$115,232	G11	06	\$2,991.06	\$156,034			
G01	39	\$1,180.03	\$61,558	GRADE 4			G07	08	\$2,231.34	\$116,402	G11	07	\$3,020.98	\$157,594				
G01	40	\$1,191.86	\$62,175				G04	01	\$1,559.62	\$81,360	G07	09	\$2,253.73	\$117,570				
G01	41	\$1,203.93	\$62,805				G04	02	\$1,574.98	\$82,161	G07	10	\$2,275.98	\$118,730				
G01	42	\$1,216.23	\$63,447	G04	03	\$1,590.66	\$82,979	G07	11	\$2,298.87	\$119,924							
G01	43	\$1,228.07	\$64,064	G04	04	\$1,606.60	\$83,811	G07	12	\$2,321.78	\$121,120							
G01	44	\$1,240.34	\$64,704	G04	05	\$1,622.74	\$84,653											
G01	45	\$1,252.86	\$65,358	G04	06	\$1,638.89	\$85,495											
				G04	07	\$1,655.33	\$86,353											
				G04	08	\$1,671.93	\$87,219											
				G04	09	\$1,688.56	\$88,087											
				G04	10	\$1,705.46	\$88,968											
				G04	11	\$1,722.59	\$89,862											
				G04	12	\$1,739.92	\$90,766											
				G04	13	\$1,757.33	\$91,674											
				G04	14	\$1,774.91	\$92,591											

APPENDIX 1A – GRADE/CLASSIFICATION PAY STRUCTURE ~ GRADES 1–11

TABLE B – Rates applicable from 1st pay period commencing on or after 1 July 2018

Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate
GRADE 1			GRADE 2			GRADE 5			GRADE 8		
G01 01	\$594.95	\$31,037	G02 01	\$1,221.33	\$63,713	G05 01	\$1,782.88	\$93,007	G08 01	\$2,332.61	\$121,684
G01 02	\$611.20	\$31,884	G02 02	\$1,233.58	\$64,352	G05 02	\$1,800.82	\$93,943	G08 02	\$2,355.64	\$122,886
G01 03	\$630.60	\$32,896	G02 03	\$1,246.07	\$65,003	G05 03	\$1,818.84	\$94,883	G08 03	\$2,379.33	\$124,122
G01 04	\$649.86	\$33,901	G02 04	\$1,258.80	\$65,667	G05 04	\$1,837.03	\$95,832	G08 04	\$2,403.04	\$125,359
G01 05	\$669.06	\$34,903	G02 05	\$1,271.05	\$66,306	G05 05	\$1,855.23	\$96,781	G08 05	\$2,426.97	\$126,607
G01 06	\$688.30	\$35,906	G02 06	\$1,283.75	\$66,969	G05 06	\$1,873.96	\$97,758	G08 06	\$2,451.45	\$127,884
G01 07	\$713.24	\$37,207	G02 07	\$1,296.71	\$67,645	G05 07	\$1,892.68	\$98,735	G08 07	\$2,475.86	\$129,157
G01 08	\$738.48	\$38,524	G02 08	\$1,309.69	\$68,322	G05 08	\$1,911.67	\$99,725	G08 08	\$2,500.37	\$130,436
G01 09	\$763.66	\$39,838	G02 09	\$1,322.70	\$69,001	G05 09	\$1,930.60	\$100,713	G08 09	\$2,525.56	\$131,750
G01 10	\$788.87	\$41,153	G02 10	\$1,335.92	\$69,690	G05 10	\$1,949.82	\$101,716	G08 10	\$2,550.77	\$133,065
G01 11	\$814.60	\$42,495	G02 11	\$1,349.12	\$70,379	G05 11	\$1,969.28	\$102,731	G08 11	\$2,576.48	\$134,406
G01 12	\$832.26	\$43,416	G02 12	\$1,362.87	\$71,096	G05 12	\$1,989.24	\$103,772	G08 12	\$2,601.94	\$135,735
G01 13	\$850.00	\$44,342	G02 13	\$1,376.32	\$71,798	G05 13	\$2,009.00	\$104,803	GRADE 9		
G01 14	\$867.96	\$45,279	G02 14	\$1,390.04	\$72,514	G05 14	\$2,029.21	\$105,857	G09 01	\$2,675.50	\$139,572
G01 15	\$885.93	\$46,216	G02 15	\$1,403.99	\$73,241	GRADE 6			G09 02	\$2,701.15	\$140,910
G01 16	\$903.41	\$47,128	G02 16	\$1,418.28	\$73,987	G06 01	\$1,969.28	\$102,731	G09 03	\$2,727.12	\$142,265
G01 17	\$925.37	\$48,273	G02 17	\$1,432.23	\$74,715	G06 02	\$1,989.24	\$103,772	G09 04	\$2,753.23	\$143,627
G01 18	\$944.85	\$49,290	G02 18	\$1,446.45	\$75,456	G06 03	\$2,009.00	\$104,803	G09 05	\$2,779.64	\$145,005
G01 19	\$962.82	\$50,227	G02 19	\$1,461.18	\$76,225	G06 04	\$2,029.21	\$105,857	G09 06	\$2,806.37	\$146,399
G01 20	\$980.03	\$51,125	G02 20	\$1,475.66	\$76,980	G06 05	\$2,049.36	\$106,908	G09 07	\$2,833.24	\$147,801
G01 21	\$1,011.20	\$52,751	GRADE 3			G06 06	\$2,069.58	\$107,963	GRADE 10		
G01 22	\$1,023.44	\$53,389	G03 01	\$1,432.23	\$74,715	G06 07	\$2,090.54	\$109,057	G10 01	\$2,806.37	\$146,399
G01 23	\$1,035.71	\$54,030	G03 02	\$1,446.45	\$75,456	G06 08	\$2,111.53	\$110,151	G10 02	\$2,833.24	\$147,801
G01 24	\$1,047.16	\$54,627	G03 03	\$1,461.18	\$76,225	G06 09	\$2,132.51	\$111,246	G10 03	\$2,861.04	\$149,251
G01 25	\$1,059.12	\$55,251	G03 04	\$1,475.66	\$76,980	G06 10	\$2,153.91	\$112,362	G10 04	\$2,889.14	\$150,717
G01 26	\$1,073.12	\$55,981	G03 05	\$1,490.66	\$77,763	G06 11	\$2,175.15	\$113,470	G10 05	\$2,917.40	\$152,191
G01 27	\$1,083.86	\$56,541	G03 06	\$1,505.31	\$78,527	G06 12	\$2,197.14	\$114,617	G10 06	\$2,945.94	\$153,680
G01 28	\$1,095.09	\$57,127	G03 07	\$1,520.59	\$79,324	G06 13	\$2,219.09	\$115,763	G10 07	\$2,974.82	\$155,186
G01 29	\$1,105.57	\$57,674	G03 08	\$1,535.78	\$80,117	GRADE 7			GRADE 11		
G01 30	\$1,117.03	\$58,272	G03 09	\$1,551.02	\$80,912	G07 01	\$2,153.91	\$112,362	G11 01	\$2,945.94	\$153,680
G01 31	\$1,128.03	\$58,846	G03 10	\$1,566.51	\$81,720	G07 02	\$2,175.15	\$113,470	G11 02	\$2,974.81	\$155,186
G01 32	\$1,139.20	\$59,428	G03 11	\$1,582.21	\$82,539	G07 03	\$2,197.14	\$114,617	G11 03	\$3,004.57	\$156,738
G01 33	\$1,150.74	\$60,030	G03 12	\$1,597.67	\$83,345	G07 04	\$2,219.09	\$115,763	G11 04	\$3,034.66	\$158,308
G01 34	\$1,162.46	\$60,642	G03 13	\$1,614.21	\$84,208	G07 05	\$2,241.29	\$116,921	G11 05	\$3,065.05	\$159,893
G01 35	\$1,173.92	\$61,239	G03 14	\$1,630.10	\$85,037	G07 06	\$2,263.73	\$118,091	G11 06	\$3,095.75	\$161,495
G01 36	\$1,185.65	\$61,851	G03 15	\$1,646.33	\$85,884	G07 07	\$2,286.23	\$119,265	G11 07	\$3,126.71	\$163,110
G01 37	\$1,197.63	\$62,476	G03 16	\$1,662.83	\$86,744	G07 08	\$2,309.44	\$120,476			
G01 38	\$1,209.36	\$63,088	GRADE 4			G07 09	\$2,332.61	\$121,684			
G01 39	\$1,221.33	\$63,713	G04 01	\$1,614.21	\$84,208	G07 10	\$2,355.64	\$122,886			
G01 40	\$1,233.58	\$64,352	G04 02	\$1,630.10	\$85,037	G07 11	\$2,379.33	\$124,122			
G01 41	\$1,246.07	\$65,003	G04 03	\$1,646.33	\$85,884	G07 12	\$2,403.04	\$125,359			
G01 42	\$1,258.80	\$65,667	G04 04	\$1,662.83	\$86,744						
G01 43	\$1,271.05	\$66,306	G04 05	\$1,679.54	\$87,616						
G01 44	\$1,283.75	\$66,969	G04 06	\$1,696.25	\$88,488						
G01 45	\$1,296.71	\$67,645	G04 07	\$1,713.27	\$89,376						
			G04 08	\$1,730.45	\$90,272						
			G04 09	\$1,747.66	\$91,170						
			G04 10	\$1,765.15	\$92,082						
			G04 11	\$1,782.88	\$93,007						
			G04 12	\$1,800.82	\$93,943						
			G04 13	\$1,818.84	\$94,883						
			G04 14	\$1,837.03	\$95,832						

APPENDIX 1A – GRADE/CLASSIFICATION PAY STRUCTURE – GRADES 1–11 (Continued)

TABLE C – Rates applicable from 1st pay period commencing on or after 1 July 2019

Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate
GRADE 1			GRADE 2			GRADE 5			GRADE 8		
G01 01	\$615.77	\$32,123	G02 01	\$1,264.08	\$65,943	G05 01	\$1,845.28	\$96,262	G08 01	\$2,414.25	\$125,943
G01 02	\$632.59	\$33,000	G02 02	\$1,276.76	\$66,604	G05 02	\$1,863.85	\$97,231	G08 02	\$2,438.09	\$127,187
G01 03	\$652.67	\$34,048	G02 03	\$1,289.68	\$67,278	G05 03	\$1,882.50	\$98,204	G08 03	\$2,462.61	\$128,466
G01 04	\$672.61	\$35,088	G02 04	\$1,302.86	\$67,966	G05 04	\$1,901.33	\$99,186	G08 04	\$2,487.15	\$129,746
G01 05	\$692.48	\$36,124	G02 05	\$1,315.54	\$68,627	G05 05	\$1,920.16	\$100,168	G08 05	\$2,511.91	\$131,038
G01 06	\$712.39	\$37,163	G02 06	\$1,328.68	\$69,313	G05 06	\$1,939.55	\$101,180	G08 06	\$2,537.25	\$132,360
G01 07	\$738.20	\$38,509	G02 07	\$1,342.09	\$70,012	G05 07	\$1,958.92	\$102,190	G08 07	\$2,562.52	\$133,678
G01 08	\$764.33	\$39,873	G02 08	\$1,355.53	\$70,713	G05 08	\$1,978.58	\$103,216	G08 08	\$2,587.88	\$135,001
G01 09	\$790.39	\$41,232	G02 09	\$1,368.99	\$71,416	G05 09	\$1,998.17	\$104,238	G08 09	\$2,613.95	\$136,361
G01 10	\$816.48	\$42,593	G02 10	\$1,382.68	\$72,130	G05 10	\$2,018.06	\$105,275	G08 10	\$2,640.05	\$137,723
G01 11	\$843.11	\$43,982	G02 11	\$1,396.34	\$72,842	G05 11	\$2,038.20	\$106,326	G08 11	\$2,666.66	\$139,111
G01 12	\$861.39	\$44,936	G02 12	\$1,410.57	\$73,585	G05 12	\$2,058.86	\$107,404	G08 12	\$2,693.01	\$140,485
G01 13	\$879.75	\$45,894	G02 13	\$1,424.49	\$74,311	G05 13	\$2,079.32	\$108,471	GRADE 9		
G01 14	\$898.34	\$46,863	G02 14	\$1,438.69	\$75,052	G05 14	\$2,100.23	\$109,562	G09 01	\$2,769.14	\$144,457
G01 15	\$916.94	\$47,834	G02 15	\$1,453.13	\$75,805	GRADE 6			G09 02	\$2,795.69	\$145,842
G01 16	\$935.03	\$48,777	G02 16	\$1,467.92	\$76,576	G06 01	\$2,038.20	\$106,326	G09 03	\$2,822.57	\$147,244
G01 17	\$957.76	\$49,963	G02 17	\$1,482.36	\$77,330	G06 02	\$2,058.86	\$107,404	G09 04	\$2,849.59	\$148,654
G01 18	\$977.92	\$51,015	G02 18	\$1,497.08	\$78,098	G06 03	\$2,079.32	\$108,471	G09 05	\$2,876.93	\$150,080
G01 19	\$996.52	\$51,985	G02 19	\$1,512.32	\$78,893	G06 04	\$2,100.23	\$109,562	G09 06	\$2,904.59	\$151,523
G01 20	\$1,014.33	\$52,914	G02 20	\$1,527.31	\$79,675	G06 05	\$2,121.09	\$110,650	G09 07	\$2,932.40	\$152,974
G01 21	\$1,046.59	\$54,597	GRADE 3			G06 06	\$2,142.02	\$111,742	GRADE 10		
G01 22	\$1,059.26	\$55,258	G03 01	\$1,482.36	\$77,330	G06 07	\$2,163.71	\$112,874	G10 01	\$2,904.59	\$151,523
G01 23	\$1,071.96	\$55,921	G03 02	\$1,497.08	\$78,098	G06 08	\$2,185.43	\$114,007	G10 02	\$2,932.40	\$152,974
G01 24	\$1,083.81	\$56,539	G03 03	\$1,512.32	\$78,893	G06 09	\$2,207.15	\$115,140	G10 03	\$2,961.18	\$154,475
G01 25	\$1,096.19	\$57,185	G03 04	\$1,527.31	\$79,675	G06 10	\$2,229.30	\$116,295	G10 04	\$2,990.26	\$155,992
G01 26	\$1,110.68	\$57,940	G03 05	\$1,542.83	\$80,484	G06 11	\$2,251.28	\$117,442	G10 05	\$3,019.51	\$157,518
G01 27	\$1,121.80	\$58,521	G03 06	\$1,558.00	\$81,276	G06 12	\$2,274.04	\$118,629	G10 06	\$3,049.05	\$159,059
G01 28	\$1,133.42	\$59,127	G03 07	\$1,573.81	\$82,100	G06 13	\$2,296.76	\$119,814	G10 07	\$3,078.94	\$160,618
G01 29	\$1,144.26	\$59,692	G03 08	\$1,589.53	\$82,920	GRADE 7			GRADE 11		
G01 30	\$1,156.13	\$60,311	G03 09	\$1,605.31	\$83,744	G07 01	\$2,229.30	\$116,295	G11 01	\$3,049.05	\$159,059
G01 31	\$1,167.51	\$60,905	G03 10	\$1,621.34	\$84,580	G07 02	\$2,251.28	\$117,442	G11 02	\$3,078.93	\$160,618
G01 32	\$1,179.07	\$61,508	G03 11	\$1,637.59	\$85,428	G07 03	\$2,274.04	\$118,629	G11 03	\$3,109.73	\$162,224
G01 33	\$1,191.02	\$62,132	G03 12	\$1,653.59	\$86,262	G07 04	\$2,296.76	\$119,814	G11 04	\$3,140.87	\$163,849
G01 34	\$1,203.15	\$62,764	G03 13	\$1,670.71	\$87,155	G07 05	\$2,319.74	\$121,013	G11 05	\$3,172.33	\$165,490
G01 35	\$1,215.01	\$63,383	G03 14	\$1,687.15	\$88,013	G07 06	\$2,342.96	\$122,224	G11 06	\$3,204.10	\$167,147
G01 36	\$1,227.15	\$64,016	G03 15	\$1,703.95	\$88,889	G07 07	\$2,366.25	\$123,439	G11 07	\$3,236.14	\$168,819
G01 37	\$1,239.55	\$64,663	G03 16	\$1,721.03	\$89,780	G07 08	\$2,390.27	\$124,692			
G01 38	\$1,251.69	\$65,296	GRADE 4			G07 09	\$2,414.25	\$125,943			
G01 39	\$1,264.08	\$65,943	G04 01	\$1,670.71	\$87,155	G07 10	\$2,438.09	\$127,187			
G01 40	\$1,276.76	\$66,604	G04 02	\$1,687.15	\$88,013	G07 11	\$2,462.61	\$128,466			
G01 41	\$1,289.68	\$67,278	G04 03	\$1,703.95	\$88,889	G07 12	\$2,487.15	\$129,746			
G01 42	\$1,302.86	\$67,966	G04 04	\$1,721.03	\$89,780						
G01 43	\$1,315.54	\$68,627	G04 05	\$1,738.32	\$90,682						
G01 44	\$1,328.68	\$69,313	G04 06	\$1,755.62	\$91,585						
G01 45	\$1,342.09	\$70,012	G04 07	\$1,773.23	\$92,503						
			G04 08	\$1,791.02	\$93,432						
			G04 09	\$1,808.83	\$94,361						
			G04 10	\$1,826.93	\$95,305						
			G04 11	\$1,845.28	\$96,262						
			G04 12	\$1,863.85	\$97,231						
			G04 13	\$1,882.50	\$98,204						
			G04 14	\$1,901.33	\$99,186						

APPENDIX 1A – GRADE/CLASSIFICATION PAY STRUCTURE – GRADES 1–11 (Continued)

TABLE D – Rates applicable from 1st pay period commencing on or after 1 July 2020

Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate	Grade	Weekly Rate	Annual Rate
GRADE 1			GRADE 2			GRADE 5			GRADE 8		
G01 01	\$637.32	\$33,247	G02 01	\$1,308.32	\$68,251	G05 01	\$1,909.86	\$99,631	G08 01	\$2,498.75	\$130,351
G01 02	\$654.73	\$34,155	G02 02	\$1,321.45	\$68,936	G05 02	\$1,929.08	\$100,634	G08 02	\$2,523.42	\$131,638
G01 03	\$675.51	\$35,239	G02 03	\$1,334.82	\$69,633	G05 03	\$1,948.39	\$101,641	G08 03	\$2,548.80	\$132,962
G01 04	\$696.15	\$36,316	G02 04	\$1,348.46	\$70,345	G05 04	\$1,967.88	\$102,658	G08 04	\$2,574.20	\$134,287
G01 05	\$716.72	\$37,389	G02 05	\$1,361.58	\$71,029	G05 05	\$1,987.37	\$103,674	G08 05	\$2,599.83	\$135,624
G01 06	\$737.32	\$38,464	G02 06	\$1,375.18	\$71,739	G05 06	\$2,007.43	\$104,721	G08 06	\$2,626.05	\$136,992
G01 07	\$764.04	\$39,857	G02 07	\$1,389.06	\$72,463	G05 07	\$2,027.48	\$105,767	G08 07	\$2,652.21	\$138,357
G01 08	\$791.08	\$41,268	G02 08	\$1,402.97	\$73,188	G05 08	\$2,047.83	\$106,828	G08 08	\$2,678.46	\$139,726
G01 09	\$818.05	\$42,675	G02 09	\$1,416.90	\$73,915	G05 09	\$2,068.11	\$107,886	G08 09	\$2,705.44	\$141,134
G01 10	\$845.06	\$44,084	G02 10	\$1,431.07	\$74,654	G05 10	\$2,088.69	\$108,960	G08 10	\$2,732.45	\$142,543
G01 11	\$872.62	\$45,522	G02 11	\$1,445.21	\$75,392	G05 11	\$2,109.54	\$110,048	G08 11	\$2,759.99	\$143,979
G01 12	\$891.54	\$46,509	G02 12	\$1,459.94	\$76,160	G05 12	\$2,130.92	\$111,163	G08 12	\$2,787.27	\$145,403
G01 13	\$910.54	\$47,500	G02 13	\$1,474.35	\$76,912	G05 13	\$2,152.10	\$112,268	GRADE 9		
G01 14	\$929.78	\$48,504	G02 14	\$1,489.04	\$77,678	G05 14	\$2,173.74	\$113,397	G09 01	\$2,866.06	\$149,513
G01 15	\$949.03	\$49,508	G02 15	\$1,503.99	\$78,458	GRADE 6			G09 02	\$2,893.54	\$150,946
G01 16	\$967.76	\$50,485	G02 16	\$1,519.30	\$79,257	G06 01	\$2,109.54	\$110,048	G09 03	\$2,921.36	\$152,398
G01 17	\$991.28	\$51,712	G02 17	\$1,534.24	\$80,036	G06 02	\$2,130.92	\$111,163	G09 04	\$2,949.33	\$153,857
G01 18	\$1,012.15	\$52,800	G02 18	\$1,549.48	\$80,831	G06 03	\$2,152.10	\$112,268	G09 05	\$2,977.62	\$155,333
G01 19	\$1,031.40	\$53,805	G02 19	\$1,565.25	\$81,654	G06 04	\$2,173.74	\$113,397	G09 06	\$3,006.25	\$156,826
G01 20	\$1,049.83	\$54,766	G02 20	\$1,580.77	\$82,464	G06 05	\$2,195.33	\$114,523	G09 07	\$3,035.03	\$158,327
G01 21	\$1,083.22	\$56,508	GRADE 3			G06 06	\$2,216.99	\$115,653	GRADE 10		
G01 22	\$1,096.33	\$57,192	G03 01	\$1,534.24	\$80,036	G06 07	\$2,239.44	\$116,824	G10 01	\$3,006.25	\$156,826
G01 23	\$1,109.48	\$57,878	G03 02	\$1,549.48	\$80,831	G06 08	\$2,261.92	\$117,997	G10 02	\$3,035.03	\$158,327
G01 24	\$1,121.74	\$58,517	G03 03	\$1,565.25	\$81,654	G06 09	\$2,284.40	\$119,170	G10 03	\$3,064.82	\$159,881
G01 25	\$1,134.56	\$59,186	G03 04	\$1,580.77	\$82,464	G06 10	\$2,307.33	\$120,366	G10 04	\$3,094.92	\$161,452
G01 26	\$1,149.55	\$59,968	G03 05	\$1,596.83	\$83,301	G06 11	\$2,330.07	\$121,552	G10 05	\$3,125.19	\$163,031
G01 27	\$1,161.06	\$60,569	G03 06	\$1,612.53	\$84,120	G06 12	\$2,353.63	\$122,781	G10 06	\$3,155.77	\$164,626
G01 28	\$1,173.09	\$61,196	G03 07	\$1,628.89	\$84,974	G06 13	\$2,377.15	\$124,008	G10 07	\$3,186.70	\$166,240
G01 29	\$1,184.31	\$61,782	G03 08	\$1,645.16	\$85,823	GRADE 7			GRADE 11		
G01 30	\$1,196.59	\$62,422	G03 09	\$1,661.50	\$86,675	G07 01	\$2,307.33	\$120,366	G11 01	\$3,155.77	\$164,626
G01 31	\$1,208.37	\$63,037	G03 10	\$1,678.09	\$87,540	G07 02	\$2,330.07	\$121,552	G11 02	\$3,186.69	\$166,239
G01 32	\$1,220.34	\$63,661	G03 11	\$1,694.91	\$88,418	G07 03	\$2,353.63	\$122,781	G11 03	\$3,218.57	\$167,902
G01 33	\$1,232.71	\$64,306	G03 12	\$1,711.47	\$89,282	G07 04	\$2,377.15	\$124,008	G11 04	\$3,250.80	\$169,583
G01 34	\$1,245.26	\$64,961	G03 13	\$1,729.18	\$90,206	G07 05	\$2,400.93	\$125,249	G11 05	\$3,283.36	\$171,282
G01 35	\$1,257.54	\$65,602	G03 14	\$1,746.20	\$91,093	G07 06	\$2,424.96	\$126,502	G11 06	\$3,316.24	\$172,997
G01 36	\$1,270.10	\$66,257	G03 15	\$1,763.59	\$92,001	G07 07	\$2,449.07	\$127,760	G11 07	\$3,349.40	\$174,727
G01 37	\$1,282.93	\$66,926	G03 16	\$1,781.27	\$92,923	G07 08	\$2,473.93	\$129,057			
G01 38	\$1,295.50	\$67,582	GRADE 4			G07 09	\$2,498.75	\$130,351			
G01 39	\$1,308.32	\$68,251	G04 01	\$1,729.18	\$90,206	G07 10	\$2,523.42	\$131,638			
G01 40	\$1,321.45	\$68,936	G04 02	\$1,746.20	\$91,093	G07 11	\$2,548.80	\$132,962			
G01 41	\$1,334.82	\$69,633	G04 03	\$1,763.59	\$92,001	G07 12	\$2,574.20	\$134,287			
G01 42	\$1,348.46	\$70,345	G04 04	\$1,781.27	\$92,923						
G01 43	\$1,361.58	\$71,029	G04 05	\$1,799.16	\$93,856						
G01 44	\$1,375.18	\$71,739	G04 06	\$1,817.07	\$94,790						
G01 45	\$1,389.06	\$72,463	G04 07	\$1,835.29	\$95,741						
			G04 08	\$1,853.71	\$96,702						
			G04 09	\$1,872.14	\$97,663						
			G04 10	\$1,890.87	\$98,640						
			G04 11	\$1,909.86	\$99,631						
			G04 12	\$1,929.08	\$100,634						
			G04 13	\$1,948.39	\$101,641						
			G04 14	\$1,967.88	\$102,658						

Appendix 1A – JUNIOR AND VOCATIONAL EMPLOYEES HOLDING A POSITION CLASSIFIED IN GRADE 1 OF THIS APPENDIX

TABLE E – Rates applicable from 1st pay period commencing on or after 1 July 2017

AGE	GRADE AND MINIMUM PAY POINT	WEEKLY MINIMUM RATE \$	HOURLY RATE - BASE	WEEKLY RATE INCLUSIVE OF 20% LOADING \$	BASE HOURLY RATE PLUS LOADING \$
At age 16 and under	GRD 01-01	\$574.83	\$ 15.33	\$689.80	\$ 18.39
At age 17	GRD 01-06	\$665.02	\$ 17.73	\$798.03	\$ 21.28
At age 18	GRD 01-11	\$787.05	\$ 20.99	\$944.46	\$ 25.18
At age 19	GRD 01-16	\$872.86	\$ 23.28	\$1,047.43	\$ 27.93
At age 20	GRD 01-21	\$977.00	\$ 26.05	\$1,172.41	\$ 31.26
At age 21	GRD 01-26	\$1,036.83	\$ 27.65	\$1,244.19	\$ 33.18
At age 22 and beyond	GRD 01-31	\$1,089.88	\$ 29.06	\$1,307.85	\$ 34.88

TABLE F – Rates applicable from 1st pay period commencing on or after 1 July 2018

AGE	GRADE AND MINIMUM PAY POINT	WEEKLY MINIMUM RATE \$	HOURLY RATE - BASE	WEEKLY RATE INCLUSIVE OF 20% LOADING \$	BASE HOURLY RATE PLUS LOADING \$
At age 16 and under	GRD 01-01	\$594.95	\$ 15.86	\$713.94	\$ 19.04
At age 17	GRD 01-06	\$688.30	\$ 18.35	\$825.96	\$ 22.02
At age 18	GRD 01-11	\$814.60	\$ 21.72	\$977.52	\$ 26.07
At age 19	GRD 01-16	\$903.41	\$ 24.09	\$1,084.09	\$ 28.91
At age 20	GRD 01-21	\$1,011.20	\$ 26.96	\$1,213.44	\$ 32.36
At age 21	GRD 01-26	\$1,073.12	\$ 28.62	\$1,287.74	\$ 34.34
At age 22 and beyond	GRD 01-31	\$1,128.03	\$ 30.08	\$1,353.62	\$ 36.10

TABLE G – Rates applicable from 1st pay period commencing on or after 1 July 2019

AGE	GRADE AND MINIMUM PAY POINT	WEEKLY MINIMUM RATE \$	HOURLY RATE - BASE	WEEKLY RATE INCLUSIVE OF 20% LOADING \$	BASE HOURLY RATE PLUS LOADING \$
At age 16 and under	GRD 01-01	\$615.77	\$16.42	\$738.93	\$19.70
At age 17	GRD 01-06	\$712.39	\$19.00	\$854.87	\$22.80
At age 18	GRD 01-11	\$843.11	\$22.48	\$1,011.73	\$26.98
At age 19	GRD 01-16	\$935.03	\$24.93	\$1,122.03	\$29.92
At age 20	GRD 01-21	\$1,046.59	\$27.91	\$1,255.91	\$33.49
At age 21	GRD 01-26	\$1,110.68	\$29.62	\$1,332.81	\$35.54
At age 22 and beyond	GRD 01-31	\$1,167.51	\$31.13	\$1,401.00	\$37.36

TABLE H – Rates applicable from 1st pay period commencing on or after 1 July 2020

AGE	GRADE AND MINIMUM PAY POINT	WEEKLY MINIMUM RATE \$	HOURLY RATE - BASE	WEEKLY RATE INCLUSIVE OF 20% LOADING \$	BASE HOURLY RATE PLUS LOADING \$
At age 16 and under	GRD 01-01	\$637.32	\$17.00	\$764.79	\$20.39
At age 17	GRD 01-06	\$737.32	\$19.66	\$884.79	\$23.59
At age 18	GRD 01-11	\$872.62	\$23.27	\$1,047.14	\$27.92
At age 19	GRD 01-16	\$967.76	\$25.81	\$1,161.30	\$30.97
At age 20	GRD 01-21	\$1,083.22	\$28.89	\$1,299.87	\$34.66
At age 21	GRD 01-26	\$1,149.55	\$30.65	\$1,379.46	\$36.79
At age 22 and beyond	GRD 01-31	\$1,208.37	\$32.22	\$1,450.04	\$38.67

NOTE: If an employee has advanced in a grade to a pay point greater than the prescribed minimum for their age, the employee will maintain the higher pay point.

APPENDIX 1B – WAGES EMPLOYEES – GRADE/CLASSIFICATIONS

TABLE A – Rates applicable from pay periods detailed below

		Weekly Rate \$ 1 st pay period on or after 1 July 2017	Annual Rate \$ 1 st pay period on or after 1 July 2017	Weekly Rate \$ 1 st pay period on or after 1 July 2018	Annual Rate \$ 1 st pay period on or after 1 July 2018	Weekly Rate \$ 1 st pay period on or after 1 July 2019	Weekly Rate \$ 1 st pay period on or after 1 July 2019	Weekly Rate \$ 1 st pay period on or after 1 July 2020	Annual Rate \$ 1 st pay period on or after 1 July 2020
General Skilled Worker									
Grade 1		\$1,059.51	\$55,271	\$1,096.59	\$57,206	\$1,134.97	\$59,208	\$1,174.70	\$61,280
Grade 2		\$1,089.89	\$56,856	\$1,128.04	\$58,846	\$1,167.52	\$60,906	\$1,208.38	\$63,037
Grade 3		\$1,152.86	\$60,141	\$1,193.20	\$62,246	\$1,234.97	\$64,424	\$1,278.19	\$66,679
Grade 4		\$1,221.27	\$63,710	\$1,264.01	\$65,939	\$1,308.25	\$68,247	\$1,354.04	\$70,636
Grade 5		\$1,302.06	\$67,924	\$1,347.63	\$70,302	\$1,394.80	\$72,762	\$1,443.62	\$75,309
Grade 6		\$1,387.21	\$72,366	\$1,435.76	\$74,899	\$1,486.02	\$77,520	\$1,538.03	\$80,234
Trade Skilled Worker									
Grade 1		\$1,221.27	\$63,710	\$1,264.01	\$65,939	\$1,308.25	\$68,247	\$1,354.04	\$70,636
Grade 2		\$1,302.06	\$67,924	\$1,347.63	\$70,302	\$1,394.80	\$72,762	\$1,443.62	\$75,309
Grade 3		\$1,387.21	\$72,366	\$1,435.76	\$74,899	\$1,486.02	\$77,520	\$1,538.03	\$80,234
Grade 3A		\$1,428.84	\$74,538	\$1,478.85	\$77,147	\$1,530.61	\$79,847	\$1,584.18	\$82,641
Grade 4		\$1,483.06	\$77,366	\$1,534.97	\$80,074	\$1,588.69	\$82,877	\$1,644.30	\$85,778
Grade 4A		\$1,514.82	\$79,023	\$1,567.83	\$81,789	\$1,622.71	\$84,651	\$1,679.50	\$87,614
Grade 5		\$1,571.44	\$81,977	\$1,626.44	\$84,846	\$1,683.37	\$87,816	\$1,742.28	\$90,889
Grade 6		\$1,658.35	\$86,511	\$1,716.40	\$89,539	\$1,776.47	\$92,672	\$1,838.65	\$95,916
Grade 7		\$1,748.03	\$91,189	\$1,809.21	\$94,380	\$1,872.53	\$97,684	\$1,938.07	\$101,103
Grade 8		\$1,839.67	\$95,970	\$1,904.06	\$99,328	\$1,970.70	\$102,805	\$2,039.68	\$106,403
Apprentice/Technical Trainee									
	% of TSW 1								
1 st Year	44.34%	\$541.51	\$28,249	\$560.46	\$29,238	\$580.08	\$30,261	\$600.38	\$31,320
2 nd Year	56.81%	\$693.81	\$36,194	\$718.09	\$37,461	\$743.23	\$38,772	\$769.24	\$40,129
3 rd Year	76.01%	\$928.28	\$48,425	\$960.77	\$50,120	\$994.40	\$51,874	\$1,029.20	\$53,690
4 th Year	88.48%	\$1,080.58	\$56,370	\$1,118.40	\$58,343	\$1,157.55	\$60,385	\$1,198.06	\$62,499
Adult Apprentice 1 st Year	63.53%	\$775.87	\$40,474	\$803.02	\$41,891	\$831.13	\$43,357	\$860.22	\$44,875
Adult Apprentice 2 nd Year	63.53%	\$775.87	\$40,474	\$803.02	\$41,891	\$831.13	\$43,357	\$860.22	\$44,875
Adult Apprentice 3 rd Year	76.01%	\$928.28	\$48,425	\$960.77	\$50,120	\$994.40	\$51,874	\$1,029.20	\$53,690
Adult Apprentice 4 th Year	88.48%	\$1,080.58	\$56,370	\$1,118.40	\$58,343	\$1,157.55	\$60,385	\$1,198.06	\$62,499
Unapprenticed Junior and Adult Employees									
At 17 years or under		\$621.64	\$32,429	\$643.40	\$33,564	\$665.92	\$34,739	\$689.23	\$35,955
At 18 years		\$725.67	\$37,856	\$751.07	\$39,181	\$777.36	\$40,552	\$804.56	\$41,971
At 19 years		\$866.16	\$45,185	\$896.47	\$46,766	\$927.85	\$48,403	\$960.33	\$50,097
At 20 years		\$1,017.05	\$53,056	\$1,052.65	\$54,913	\$1,089.49	\$56,835	\$1,127.62	\$58,824
Specific to Unapprenticed Adult Employees									
Over 21 years		\$1,089.89	\$56,856	\$1,128.04	\$58,846	\$1,167.52	\$60,906	\$1,208.38	\$63,037

NOTE: When an unapprenticed junior employee is engaged, Utilities Management will ensure that the rate of pay applying to that employee is the higher of that applying under this Agreement and the Modern Award when taking into account the role of the employee and the classification descriptions within the Modern Award.

ALLOWANCES

1. INCREASE MECHANISM

All allowances, other than Motor Vehicle Allowance and the Living Away from Home Allowance (when the employee arranges their own hotel/motel type accommodation) will increase in accordance with the pay increases and operative dates outlined in Clause 8 of the Enterprise Agreement. These will increase in accordance with the percentage pay increases within this Agreement. The operative dates for the allowance and special rate increases will be those applicable within this clause.

The Motor Vehicle Allowance and the Living Away from Home Allowance (when the employee arranges their own hotel/motel type accommodation) will be equal to the applicable ATO rate in place at any time.

2. AVAILABILITY ALLOWANCES

2.1 General

- a) Availability allowance is paid to employees who are placed on an approved availability roster and required to be available to attend to work after normal working hours at short notice.
- b) Rostered availability is a period of seven (7) continuous days.

2.2 Availability Allowance Types

There are three availability allowance types:

- a) Availability - Where an employee is rostered to attend calls out of hours.

Such an employee may be contacted direct to undertake the service and may be required to arrange additional support.
- b) Bushfire Risk Availability - Where an employee is required to be available when the Bureau of Meteorology has declared a fire ban in that employee's location.

The allowance is payable on a daily basis for each day or part day on which the employee is on availability.
- c) Duty Officer/Officer in Charge - Where an employee is responsible for co-ordinating the after hours availability service in a defined area as required.

Such an employee will carry out the duties either from home or attend the call out.

2.3 Employee Responsibilities – Availability Duty

SA Power Networks is bound by the conditions of its Distribution Licence which requires SA Power Networks to provide essential services to its South Australian customers twenty four (24) hours a day, 365 days a year. As a result, a Powerline employee or an employee who is required to perform rostered availability duties as outlined in their Job Description/Indicative Task, may be required to undertake rostered availability duty as part of their employment. Many existing employees have previously agreed in writing to participate in availability rosters. New employees will be advised via their contract of employment if the job they are about to commence has a rostered availability requirement.

Employees being rostered on to availability duty must be provided with and have suitable training and skills provided by Utilities Management prior to undertaking the task of availability duty.

2.4 Release from Availability

- a) Employees may be released from availability duty as a result of Utilities Management agreeing to release the employee from their employment obligations in relation to availability duty, on a case by case basis.

- b) The Distribution Licence requires the provision of essential services and the release of an employee from availability duty by Utilities Management must take into consideration the minimum operational numbers of personnel required to staff availability rosters on a location by location basis.
- c) Eligibility for release must be taken into consideration by Utilities Management for reasons such as family circumstances, employee health, persons of mature age, personal circumstances and other valid reasons.
- d) All reasonable effort shall be made to expedite release from availability duty once agreement for release has been granted.
- e) In cases where it has been agreed for an employee to be released and the release is not immediately possible, a sharing arrangement of the availability roster by other employees may be undertaken to allow for skills upgrade to occur.

2.5 Availability Allowance Payable

Within each availability allowance type, the Availability Allowance (refer Table 1 – Availability Allowances) is paid in four categories.

Allowance 1 – Minimum period of rest is observed

Allowance 2 – Minimum period of rest is not observed

Allowance 3 – 1 in 2 weeks or more frequent

Allowance 4 – Friday night

For the purposes of determining whether Allowance 1 or 2 applies, “minimum period of rest” will mean not less than four (4) weeks between weekly periods of Availability/Bushfire Risk Availability.

- a) An employee cannot receive more than one (1) availability allowance in respect of any one (1) week of duty.
- b) Where an employee on availability allowance is called out, they will be paid overtime inclusive of travelling time.
- c) For work performed by TSW/GSW (Appendix 1B) employees on availability on a public holiday refer subclause 6.3 d).

2.6 Payment for time spent working at home by a Duty Officer in response to an SA Power Networks' operational telephone call

A Duty Officer, who is required to perform work in response to an SA Power Networks operational telephone call, shall be regarded as being on overtime for the period or periods worked in response to that contact.

If the total time spent working in response to the telephone call exceeds the minimum hours then the Duty Officer is entitled to overtime payments in accordance with Attachment 2 of this Agreement.

The minimum payment shall be calculated using, as its base, the table contained in subclause 6.3 d) of Attachment 2 of this Agreement. Fifty percent (50%) of the Availability Minimum Hours listed in that table will be the appropriate minimum hours payment. All contact within the minimum hours is to be considered part of that minimum call out.

Example 1: A Duty Officer is called on a weeknight (which is not a public holiday) and is required to continuously perform work for a total of thirty (30) minutes. The Duty Officer is entitled to one (1) hour payment at 2x ordinary rate. (Minimum payment).

Example 2: A Duty Officer is called on a weeknight (which is a public holiday) and is required to continuously perform work for a total of thirty (30) minutes. The Duty Officer is entitled to 1.5 hours payment at 2.5x ordinary rate. (Minimum payment).

Example 3: A Duty Officer is called on a Saturday and is required to continuously perform work for a total of thirty (30) minutes. The Duty Officer is entitled to 1.5 hours payment at 2.0x ordinary rate (Minimum payment).

Example 4: A Duty Officer is called on a Saturday and is required to continuously perform work for a total of five (5) hours. The Duty Officer is entitled to 2.5 hours payment at 2x ordinary rate.

2.7 Interruptions to a Duty Officer's rest period

The following has been adopted which is, in some cases, a formalisation of the actual practice in many areas.

A Duty Officer who is interrupted during their normal sleeping period to respond to an operational telephone call, and/or to perform work in response to that contact, is entitled to claim a rest period during the next working day, sufficient to recover the lost sleep as determined by the Duty Officer.

The general arrangements for taking this rest period will be negotiated and agreed between the Duty Officer and their leader. The Duty Officer's leader must be notified of any variation to the general arrangements by the Duty Officer as soon as it is practical after taking the rest period. This advice should be during business hours of the next working day.

2.8 Service Anniversary Availability Payment

a) Employees on a seven (7) day availability roster are paid in addition to the payment of annual leave, one (1) weeks allowance equal to:

- the Availability/Bushfire Risk Availability - Allowance 2; or
- Duty Officer/Officer in Charge - Allowance 1;

whichever is applicable.

b) Employees on a pro rata (less than seven (7) days) availability roster will be entitled to a pro rata payment of the applicable allowance referred in a) above.

c) This allowance will be paid to an employee

- once only in respect of each twelve (12) months of such qualifying service; and
- in the fortnight of their service anniversary date (ie date joined);

provided the employee has been rostered for availability duty for a continuous period of twelve (12) months qualifying service.

3. DISABILITY ALLOWANCES

- In Table 2 reference to a “week” means 37.5 hours for Appendix 1A employees or 36 hours for Appendix 1B employees.
- For any time worked in excess of the ordinary weekly hours of work, the following disability allowances in Table 2 will be calculated at the hourly equivalent of the weekly amount.
- Where an employee qualifies for more than one (1) of the following disability allowances, only the higher allowance is payable.

4. ELECTRICAL WORKERS ALLOWANCE

Table 3 Electrical Workers Allowance

5. OTHER ALLOWANCES

Table 4 details the following allowances:

- Living Away From Home Incidental Payment
- Living Away From Home Allowance
- Short Notice Travel Allowance
- Major Incident Allowance
- Aboriginal Lands Allowance
- Remote Areas Living Away From Home Allowance
- Substandard Accommodation Allowance
- Overtime Meal Allowance
- Breakfast Meal Allowance
- Midday Meal Allowance
- Tower Allowance
- Tool Allowance
- Glove and Barrier Allowance
- Bare Hand Allowance
- NOC Shift Short Notice Payment
- Motor Vehicle Allowance
- Start On Site Allowance
- First Aid Allowance
- Cash Handling Allowance

6. ALLOWANCE PAYMENTS

- a) The following allowances are payable:
- where an employee regularly receives the allowance; and
 - in accordance with the following table.

Allowance	Personal /Carers	Annual Leave	Special Leave with Pay	Long Service Leave Taken	Long Service Leave Accrued on Leaving Utilities Management Employment	Overtime
Line Work Disability – Full	✓	✓	✓	✓	No	Actual Hours
Line Work Disability – Partial	✓	✓	✓	✓	No	Actual Hours
Substation Disability – Full	✓	✓	✓	✓	No	Actual Hours
Substation Disability – Partial	✓	✓	✓	✓	No	Actual Hours
Power House Disability	✓	✓	✓	✓	No	Actual Hours
Tool Allowance	✓	✓	✓	✓	✓	Equivalent Hours
Glove and Barrier Allowance	✓	✓	✓	✓	✓	Equivalent Hours
Bare Hand Allowance	✓	✓	✓	✓	✓	Equivalent Hours
Electrical Workers Allowance	✓	✓	✓	✓	No	Actual Hours

- b) The following allowances are also included in the calculation of an employee's superannuation salary for the purpose of determining the employer superannuation contribution:

Allowance	Division 2	Division 4	Division 5*
Line Work Disability - Full	No	No	✓
Line Work Disability - Partial	No	No	✓
Substation Disability - Full	No	No	✓
Substation Disability - Partial	No	No	✓
Power House Disability	No	No	✓
Tool Allowance	No	No	✓
Glove and Barrier Allowance	✓	✓	✓
Bare Hand Allowance	✓	✓	✓
Electrical Workers Allowance	No	✓	✓

*or any other complying superannuation guarantee fund of the employee's choice.

ALLOWANCES

TABLE 1 – AVAILABILITY ALLOWANCES

AVAILABILITY ALLOWANCES	DETAIL	ALLOWANCE VALUE
Availability/Bushfire Risk Availability SAP Code 0600	<p>Allowance 1</p> <p>Payable to an employee on an availability roster where the employee is required to be available for 1 in 5 weeks or less frequently.</p>	<p>July 2017 \$370.35 per week July 2018 \$383.32 per week July 2019 \$396.73 per week July 2020 \$410.62 per week</p> <p>The quantum of this allowance is 21.5% of G05-01.</p>
SAP Code 0610	<p>Allowance 2</p> <p>Payable to an employee on an availability roster where the employee is required to be available for 1 in 3 or 1 in 4 weeks.</p>	<p>July 2017 \$499.55 per week July 2018 \$517.04 per week July 2019 \$535.13 per week July 2020 \$553.86 per week</p> <p>The quantum of this allowance is 29% of G05-01.</p>
SAP Code 0615	<p>Allowance 3</p> <p>Payable to an employee on an availability roster where the employee is required to be available for 1 in 2 weeks or more frequently.</p> <p><u>Ad-hoc Availability</u></p> <p>For any ad-hoc daily availability duty requested by Utilities Management the applicable availability allowance will be determined by the frequency as defined above.</p> <p>The availability allowance applying to the next rostered period of availability will be determined by the rest period following the period of ad-hoc availability.</p> <p>Where an employee is backfilling availability for another employee's rostered availability due to approved leave, the availability payment applicable to that period and the next rostered period of availability, for the employee backfilling, will be determined by the frequency as defined above.</p>	<p>July 2017 \$568.47 per week July 2018 \$588.37 per week July 2019 \$608.96 per week July 2020 \$630.28 per week</p> <p>The quantum of this allowance is 33% of G05-01.</p>
SAP Code 0A17	<p>Allowance 4 – Friday night</p> <p>Payable to employees who volunteer to make them selves available on a Friday night, when requested by Utilities Management. This payment is in addition to the existing availability payment and is not payable to employees already part of an approved Utilities Management availability roster on these days.</p>	<p>July 2017 \$84.72 per day July 2018 \$87.69 per day July 2019 \$90.76 per day July 2020 \$93.93 per day</p>

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 1 – AVAILABILITY ALLOWANCES (continued)

Duty Officer/Officer in Charge SAP Code 0620	Allowance 1 - Minimum rest period observed	July 2017 \$499.55 per week July 2018 \$517.04 per week July 2019 \$535.13 per week July 2020 \$553.86 per week The quantum of this allowance is 29% of G05-01.
	SAP Code 0630 Allowance 2 - Minimum rest period not observed For any ad-hoc daily availability duty requested by Utilities Management this higher rate will apply. If ad-hoc daily availability duty occurs four days or more in any one (1) week period, then the next rostered week of availability will be at this higher rate if the minimum rest period of four (4) weeks or more is not observed.	July 2017 \$628.76 per week July 2018 \$650.76 per week July 2019 \$673.54 per week July 2020 \$697.11 per week The quantum of this allowance is 36.5% of G05-01.
SAP Code 0635	Allowance 3 – 1 in 2 weeks or more frequent Payable to personnel rostered for period longer than four (4) weeks where an employee is required to be available for 1 in 2 weeks or more frequently.	July 2017 \$697.65 per week July 2018 \$722.07 per week July 2019 \$747.34 per week July 2020 \$773.50 per week The quantum of this allowance is 40.5% of G05-01.

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 2 – DISABILITY ALLOWANCES

DISABILITY ALLOWANCES	DETAIL	ALLOWANCE VALUE
<div>Line Work Disability - Full</div> <div>SAP Codes</div> <div>0A21 (Recurring)</div> <div>0A71 (As Incurred)</div>	<div>Payable to:</div> <div><ul style="list-style-type: none">Trade skilled worker (powerline);Trade skilled worker (mechanical);Trade skilled worker (electrical);General skilled worker;</div> <div>or any other Appendix 1B classification that may be mutually agreed between Utilities Management and the CEPU Electrical Division which is required to permanently perform any work in the field on or directly connected with:</div> <div><ul style="list-style-type: none">any overhead or underground conductor or cable or any closely associated plant or equipment for the transmission or distribution of electricity; orany equipment for the purpose of providing public lighting; orthe installation, removal, alteration or repair of any switchboard or distribution board on consumer’s premises.</div> <div>The allowance is payable during any paid personal/carers leave, annual leave or special leave with pay where the employee is regularly in receipt of the allowance.</div> <div><ul style="list-style-type: none">An employee does not receive payment for Special Rates (Appendix 3) when the Line Work Disability - Full allowance is paid.</div>	<div><div>July 2017</div><div>\$84.69 per week</div></div> <div><div>July 2018</div><div>\$87.66 per week</div></div> <div><div>July 2019</div><div>\$90.73 per week</div></div> <div><div>July 2020</div><div>\$93.90 per week</div></div> <div>Year 1-3 Apprentices paid 50% of allowance.</div> <div>Apprentices over 21 years or Year 4, paid adult rate.</div>
<div>Line Work Disability – Partial</div> <div>SAP Codes</div> <div>0A20 (Recurring) refer (a)</div> <div>0A70 (As Incurred) refer (b)</div>	<div>Payable to:</div> <div><ul style="list-style-type: none">Customer Connect Officers;Asset Locators (currently four (4) weeks out of five (5));Audit Inspectors.Other classifications as agreed. An employee does not receive payment for Special Rates (Appendix 3) when the Line Worker Disability – Partial allowance is paid.</div>	<div><div>(a)</div><div><div>July 2017</div><div>\$46.14 per week</div></div><div><div>July 2018</div><div>\$47.75 per week</div></div><div><div>July 2019</div><div>\$49.42 per week</div></div><div><div>July 2020</div><div>\$51.15 per week</div></div></div> <div>(b) 20% of (a) per day</div>

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 2 – DISABILITY ALLOWANCES (continued)

<p>Power House Disability</p> <p>SAP Code 0A68</p>	<p>Payable where an employee is engaged in large operating thermal power stations i.e. developing more than 8,000 kilowatts.</p> <p>Payable to adults and fourth year apprentices. Can also be paid daily or pro rata hourly.</p> <p>This allowance applies on a daily basis where an employee is present at the power station for two (2) hours or more and on a pro rata basis for less than two (2) hours.</p> <p>An employee does not receive payment for Special Rates (Appendix 3) when the Power House Disability allowance is paid.</p>	<p>(a) July 2017 \$72.45 per week July 2018 \$74.98 per week July 2019 \$77.61 per week July 2020 \$80.32 per week</p> <p>(b) Apprentices (other than fourth year) - 50% of (a)</p>
<p>Substation Disability – Full</p> <p>SAP Codes</p> <p>0A21 (Recurring) 0A71 (As Incurred)</p>	<p>Daily allowance payable to:</p> <ul style="list-style-type: none"> Trade skilled worker (powerline); Trade skilled worker (mechanical); Trade skilled worker (electrical); General skilled worker; <p>or any other classification that may be mutually agreed between Utilities Management and the CEPU Electrical Division where such employees are engaged on substation maintenance and construction for more than two (2) hours (excluding travelling time) during any one day on the site of any substation, transformer station or other premises accepted by Utilities Management for this purpose:</p> <ul style="list-style-type: none"> major work involving the erection, demolition, replacement, testing, commissioning, supervision, addition or extension of any transformer, switch gear or similar major electrical plant or equipment, or any structure or other works associated therewith; maintenance work or minor erection work; an employee does not receive payment for Special Rates (Appendix 3) when the Substation Disability - Full allowance is paid. 	<p>July 2017 \$84.69 per week paid daily July 2018 \$87.66 per week paid daily July 2019 \$90.73 per week paid daily July 2020 \$93.90 per week paid daily</p> <p>Year 1-3 Apprentices paid 50% of full rate</p> <p>Apprentices over 21 years or Year 4, paid full rate.</p>

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 2 – DISABILITY ALLOWANCES (continued)

Substation Disability - Partial SAP Codes 0A20 (Recurring) 0A70 (As Incurred)	Appendix 1A employees engaged in the erection, demolition, replacement, maintenance, addition, extension, testing, commissioning or supervision of work associated with any substation, transformer station, radio tower or other premises accepted by Utilities Management for these purposes where such employees are engaged on such work for more than two (2) hours (excluding travelling time) in the company of one or more Appendix 1B employees performing their normal duties according to their classification and who are in receipt of Substation Disability Allowance (Appendix 1B). <ul style="list-style-type: none"> An employee does not receive payment for Special Rates (Appendix 3) when the Substation Disability - Partial allowance is paid. 	July 2017	\$46.14 per week paid daily
		July 2018	\$47.75 per week paid daily
		July 2019	\$49.42 per week paid daily
		July 2020	\$51.15 per week paid daily

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 3 – ELECTRICAL WORKERS ALLOWANCE

ELECTRICAL WORKERS ALLOWANCE	DETAIL	ALLOWANCE VALUE
Electrical Workers Allowance SAP Code 0A41	<p>This allowance only applies to the following positions:</p> <ul style="list-style-type: none"> • Trade Skilled Workers Powerline; • Trade Skilled Workers Electrical; • Customer Connect Officers; • Customer Service Officers; • Electrical Technical Auditors; • Customer Service Officers Electrical; • Substation Commissioning Officers; • Asset Inspectors; • Engineering Field Officers • Senior Engineering Field Officers • Substation Construction Site Supervisor • Operations Supervisors; • Line Clearance Officers; • Asset Records Locators, Grade 4 (Cable Locators); • Pole Construction Maintenance Coordinator; • Distribution Training Officers (Powerline); • Training Consultant(s) (Electrical/electronic); • Asset Management Officers. • Compliance Officers. <p>This allowance is not payable to electrical and powerline apprentices.</p> <p>All new position titles will be assessed against the following criteria to determine electrical workers allowance eligibility:</p> <ul style="list-style-type: none"> • the employee possesses an electrical or powerline trade qualification; • the job requires the employee to perform physical trade based work; and • the work is performed on electricity installations or transmission/distribution assets. 	<p>July 2017 \$53.10 per week July 2018 \$54.96 per week July 2019 \$56.89 per week July 2020 \$58.88 per week</p>

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 4 – OTHER ALLOWANCES

OTHER ALLOWANCES	DETAIL	ALLOWANCE VALUE																
Living Away From Home Incidental Payment SAP Code 0A57 SAP Code 0A56	<p>Payable where employees are required to stay away overnight - refer subclause 7.3.1.</p> <p>The payment is only payable when the employee is not in receipt of the Living Away from Home Allowance as the Living Away from Home Allowance includes the Living Away from Home Incidental Payment.</p> <p><u>This payment is subject to EA percentage pay increases but is limited by not exceeding the applicable ATO rate in place at any time.</u></p> <p>.</p>	<p>Intrastate:</p> <table><tr><td>July 2017</td><td>\$9.30 per night</td></tr><tr><td>July 2018</td><td>\$9.63 per night</td></tr><tr><td>July 2019</td><td>\$9.96 per night</td></tr><tr><td>July 2020</td><td>\$10.31 per night</td></tr></table> <p>Interstate:</p> <table><tr><td>July 2017</td><td>\$15.86 per night</td></tr><tr><td>July 2018</td><td>\$16.42 per night</td></tr><tr><td>July 2019</td><td>\$17.00 per night</td></tr><tr><td>July 2020</td><td>\$17.59 per night</td></tr></table>	July 2017	\$9.30 per night	July 2018	\$9.63 per night	July 2019	\$9.96 per night	July 2020	\$10.31 per night	July 2017	\$15.86 per night	July 2018	\$16.42 per night	July 2019	\$17.00 per night	July 2020	\$17.59 per night
July 2017	\$9.30 per night																	
July 2018	\$9.63 per night																	
July 2019	\$9.96 per night																	
July 2020	\$10.31 per night																	
July 2017	\$15.86 per night																	
July 2018	\$16.42 per night																	
July 2019	\$17.00 per night																	
July 2020	\$17.59 per night																	
Living Away from Home Allowance SAP Code 0R03	<p>Payable in advance if requested when employees are living away from home within South Australia. Covers all meals and incidental expenses – refer subclause 7.3.2.</p> <p><u>This allowance will be equal to the applicable ATO rate in place at any time.</u></p>	July 2017 \$118.95 per night																
SAP Code 0R27	<p>Payable in advance if requested when employees are living away from home outside of South Australia. Covers all meals and incidental expenses – refer subclause 7.3.2.</p> <p><u>This allowance will be equal to the applicable ATO rate in place at any time.</u></p>	July 2017 \$128.70 per night																
SAP Code 0R23	<p>In the event an employee chooses to stay in private accommodation this payment per night is applicable. This is only paid when Utilities Management is not paying accommodation expenses – refer subclause 7.3.2.1.</p> <p><u>Note; This version of the allowance is subject to PAYG tax.</u></p> <p><u>This version of the allowance is subject to EA percentage pay increases.</u></p>	<p>Including private accommodation:</p> <table><tr><td>July 2017</td><td>\$205.94 per night</td></tr><tr><td>July 2018</td><td>\$213.15 per night</td></tr><tr><td>July 2019</td><td>\$220.61 per night</td></tr><tr><td>July 2020</td><td>\$228.33 per night</td></tr></table>	July 2017	\$205.94 per night	July 2018	\$213.15 per night	July 2019	\$220.61 per night	July 2020	\$228.33 per night								
July 2017	\$205.94 per night																	
July 2018	\$213.15 per night																	
July 2019	\$220.61 per night																	
July 2020	\$228.33 per night																	
SAP Code 0R24	<p>Paid when the employee arranges and pays for their own hotel/motel type accommodation in accordance with subclause 7.3.2.2.</p> <p><u>This allowance covers all meals, accommodation and incidental expenses.</u></p> <p><u>This allowance will be equal to the applicable ATO rate in place at any time.</u></p>	<p>July 2017 \$228.95 per night</p> <p>This allowance will be equal to the applicable ATO rate in place at any time</p>																

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 4 – OTHER ALLOWANCES (continued)

Short Notice Travel Allowance SAP Code 0R45	<p>Payable when an employee is required by Utilities Management to stay away from home with less than twenty four (24) hours notice.</p> <p>The allowance is payable for the first night away only.</p> <p>In the instance where a second job immediately follows on from a first job (either at the same or different location), the following shall apply. If after completion of normal hours on the last night away for the first job, Utilities Management requests an employee to stay away to undertake a new second job then a second payment will be made for the first night away only of the new second job. Any further subsequent jobs will be treated on the same basis.</p> <p><u>Note; This allowance is subject to PAYG tax.</u></p> <p><u>This allowance is subject to EA percentage pay increases.</u></p>	<p>July 2017 \$32.15 per first night</p> <p>July 2018 \$33.28 per first night</p> <p>July 2019 \$34.44 per first night</p> <p>July 2020 \$35.65 per first night</p>
Major Incident Allowance SAP Code 0A18 SAP Code 0A28	<p>Payable in accordance with the conditions as outlined in subclause 7.16.</p> <p>Category 1, 3, 4 and 5</p> <p>Category 2</p>	<p>July 2017 \$201.69 per day</p> <p>July 2018 \$208.75 per day</p> <p>July 2019 \$216.05 per day</p> <p>July 2020 \$223.61 per day</p> <p>July 2017 \$134.46 per day</p> <p>July 2018 \$139.16 per day</p> <p>July 2019 \$144.04 per day</p> <p>July 2020 \$149.08 per day</p>
Aboriginal Lands (LAFH) Allowance and Bonus SAP Code 0R12 SAP Code 0R13	<p>Payable (in lieu of the Living Away From Home Allowance) when an employee is required to travel from their normal work area to undertake work and stay in the Aboriginal lands.</p> <p>The Allowance will be paid regardless of whether the first nights stay is inside or outside of the area. Employees are required to pay for their own accommodation and meals out of this Allowance.</p> <p><u>This allowance will be equal to the applicable ATO rate in place at any time.</u></p> <p>The Bonus is only payable when employees are working within Aboriginal lands.</p> <p><u>Note; This bonus is subject to PAYG tax.</u></p> <p><u>This bonus is subject to EA percentage pay increases.</u></p> <p>These employees will be allowed one (1) day paid stand down per five (5) cumulative days working in Aboriginal Lands. These stand down days must be taken as soon as practicable after return home.</p> <p>(Note: Employees working within Aboriginal lands are also entitled to overtime of 0.5 hour for morning and 1.0 hour for evening meal preparation).</p>	<p>July 2017 \$252.95 per night</p> <p>Bonus:</p> <p>July 2017 \$88.51 per day</p> <p>July 2018 \$91.60 per day</p> <p>July 2019 \$94.81 per day</p> <p>July 2020 \$98.13 per day</p>

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 4 – OTHER ALLOWANCES (continued)

Remote Areas Payment SAP Code 0R25	Payable in advance and in addition to the Living Away From Home Allowance (SAP Code 0R03) when an employee is required to travel from their normal work area to undertake work and stay within South Australia in areas west of Penong, north of Neuroodla / Hawker and north east of Yunta except the APY Lands, the Maralinga Tjarutja Lands and the Yalata Lands. <u>Note; This payment is subject to PAYG tax.</u> <u>This payment is subject to EA percentage pay increases.</u>	July 2017 \$32.15 per day July 2018 \$33.28 per day July 2019 \$34.44 per day July 2020 \$35.65 per day
SAP Code 0R26	In the event an employee chooses to stay in private accommodation within the area as set out above, a different payment per night is applicable. This is only paid when Utilities Management is not paying an accommodation expense – refer 7.3.2. <u>Note; This version of the allowance is subject to PAYG tax.</u> <u>This version of the allowance is subject to EA percentage pay increases.</u>	Including private accommodation: July 2017 \$238.09 per day July 2018 \$246.43 per day July 2019 \$255.05 per day July 2020 \$263.98 per day
Substandard Accommodation Allowance SAP Code 0R40	Payable in advance for each night an employee stays in accommodation that is not of the standard prescribed in subclause 7.3.3.4 (c), provided that accommodation that is of the prescribed standard is not available at or near the work location. This is applicable for all areas of the state except the Anangu Pitjantjara Yankunytjatjara Lands, the Maralinga Tjarutja Lands and the Yalata Lands. <u>Note; This payment is subject to PAYG tax.</u> <u>This payment is subject to EA percentage pay increases.</u>	July 2017 \$32.15 per day July 2018 \$33.28 per day July 2019 \$34.44 per day July 2020 \$35.65 per day
Overtime Meal Allowance SAP Code 0A54	Payable where an employee works overtime - refer 6.1.7. <u>This allowance is subject to EA percentage wage increases but cannot exceed the applicable ATO rate in place at any time.</u>	July 2017 \$25.11 per meal July 2018 \$25.99 per meal July 2019 \$26.90 per meal July 2020 \$27.84 per meal
Breakfast Meal Allowance SAP Code 0A53	Payable when continuous work commences at least 2 hours prior to normal starting time. The allowance is not payable to employees who elect to return home for breakfast. <u>This allowance is subject to EA percentage wage increases but cannot exceed the applicable ATO rate in place at any time.</u>	July 2017 \$25.11 per meal July 2018 \$25.99 per meal July 2019 \$26.90 per meal July 2020 \$27.84 per meal

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TABLE 4 – OTHER ALLOWANCES (continued)

<div>Midday Meal Allowance</div> <div>SAP Code 0A50</div>	<div>1) Subject to the exclusions in 3) below, employees are entitled to the Midday Meal Allowance if they satisfy either of the two conditions listed below:</div> <div><div><div>• employees whose ‘normal work zone’ is the whole of South Australia and who have travelled in excess of fifty (50) kilometres radius from their base during that day, or</div><div>• employees whose ‘normal work zone’ is not the whole of South Australia who:<div><div>– have travelled outside their ‘normal work zone’, and</div><div>– for whom such travel is in excess of fifty (50) kilometres radius from their place of commencement.</div></div></div></div><div>2) The ‘normal work zones’ will be defined and varied by Utilities Management from time to time.</div><div>3) This Allowance will not be paid in the following circumstances:<div><div>• where the employee receives reimbursement for the midday meal as a part of a Living Away From Home Payment, or</div><div>• where an acceptable midday meal is made available to the employee (e.g. during training courses where lunch is provided), or</div><div>• on some occasions, when travelling interstate, a moderately priced midday meal may be reimbursed. In these instances prior approval of the employee’s leader must be obtained.</div></div></div></div>	<div><div><div>July 2017\$13.07 per meal</div><div>July 2018\$13.52 per meal</div><div>July 2019\$14.00 per meal</div><div>July 2020\$14.49 per meal</div></div><div>Paid on a daily, as incurred basis.</div></div>
<div>Tower Allowance</div> <div>SAP Code 0A59</div>	<div>Payable when an employee works on a structure of 132kV and above (including its infrastructure) to a height greater than thirteen (13) metres on that working day. This includes the erection and dressing of such structures.</div>	<div><div><div>July 2017\$45.52 per week</div><div>July 2018\$47.11 per week</div><div>July 2019\$48.76 per week</div><div>July 2020\$50.47 per week</div></div><div>Paid on a daily, as incurred basis.</div></div>

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 4 – OTHER ALLOWANCES (continued)

Tool Allowance SAP Code 0A30 SAP Code 0A31	<p>(a) Trade Skilled Workers and Apprentices</p> <p>(b) Carpenter</p> <p>Utilities Management requires employees to supply and maintain a basic tool kit ordinarily required in their work in accordance with the appropriate Utilities Management tool list.</p> <p>Utilities Management will supply all necessary power tools, special purpose tools, precision measuring instruments and for sheet metal and similar hard metals. Employees are to replace or pay for any tools supplied by Utilities Management if lost through their negligence.</p>	<p>(a) July 2017 \$21.26 per week July 2018 \$22.00 per week July 2019 \$22.77 per week July 2020 \$23.57 per week</p> <p>Apprentices will receive 100% of Tool Allowance.</p> <p>(b) July 2017 \$40.36 per week July 2018 \$41.78 per week July 2019 \$43.24 per week July 2020 \$44.75 per week</p> <p>All purpose allowance.</p>
Glove and Barrier Allowance SAP Codes 0A42 (Recurring) 0A92 (As Incurred)	<p>An employee who has been trained and is qualified in Glove and Barrier work and appointed to an identified Glove and Barrier position is accorded the TSW4 Grade (or TSW5 in the case of a Team Leader) on a continuing basis whilst remaining in that position and retaining the qualification. They will be paid a Glove and Barrier Allowance for each day.</p> <p>To receive the Glove and Barrier Allowance the employee must be trained and qualified in Glove and Barrier work and be appointed by Utilities Management to a Glove and Barrier position.</p> <p>To receive the Glove and Barrier Allowance the employee must also remain in the Glove and Barrier position and retain the Glove and Barrier qualification.</p> <p>In the event that an employee is no longer required by Utilities Management to perform Glove and Barrier work, wage and salary maintenance shall apply providing the change of circumstance is Utilities Management initiated and is not related to the work performance (including safety) of the employee.</p>	<p>July 2017 \$19.28 per day July 2018 \$19.96 per day July 2019 \$20.66 per day July 2020 \$21.38 per day</p> <p>All purpose allowance.</p>
Bare Hand Allowance SAP Codes 0A43 (Recurring) 0A93 (As Incurred)	<p>This Allowance is only payable to Powerline Trade Skilled Worker personnel who are trained and deemed competent to perform Bare Hand work.</p> <p>An employee who has been trained and is qualified in Bare Hand work and appointed to an identified Bare Hand position is accorded the TSW4 Grade (or TSW5 in the case of a Team Leader) on a continuing basis whilst remaining in that position and retaining the qualification. They will be paid a Bare Hand Allowance for each day.</p> <p>In the event that an employee is no longer required by Utilities Management to perform Bare Hand work, wage and salary maintenance shall apply. If an employee elects to stop performing Bare Hand work, the allowance to that employee will cease at that time.</p>	<p>July 2017 \$24.56 per day July 2018 \$25.42 per day July 2019 \$26.31 per day July 2020 \$27.23 per day</p> <p>All purpose allowance.</p>

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 4 – OTHER ALLOWANCES (continued)

Network Operations Centre (NOC) Shift Short Notice Payment SAP Code 0A19	<p>This payment is payable to a Network Operations Centre (NOC) employee who at short notice (less than twenty four (24) hours):</p> <ul style="list-style-type: none"> is requested by management to come into work when they would otherwise have been rostered off; and/or if requested by management, agrees to make themselves available for a nominated period (no greater than twenty four (24) hours); and/or if requested by management, agrees to make changes to their rostered shift(s). <p>Where an employee agrees and comes in to work, and following a prescribed break is requested and agrees to return to work, a second NOC Shift Short Notice Payment will apply.</p> <p>The NOC Shift Short Notice Payment does not apply to requests to commence a rostered shift early or finish a rostered shift late.</p>	<p>July 2017 \$92.06 per shift July 2018 \$95.29 per shift July 2019 \$98.62 per shift July 2020 \$102.07 per shift</p>
Motor Vehicle Allowance SAP Code 0R04	<p>Payable where Utilities Management and an employee agree that the employee is to use their own motor vehicle on Utilities Management business. – Refer subclause 7.3.5 and 7.3.6</p>	<p>February 2018 \$0.66 per k/m</p> <p>This allowance will be equal to the applicable ATO rate in place at any time.</p>
Start On Site Allowance SAP Code 0A58	<p>Payable when an employee (by agreement) uses private transport to travel to and from a job site (i.e. other than their nominated depot or workplace). This allowance covers the first 30 kilometres/30 minutes travelled each way.</p>	<p>July 2017 \$17.58 per day July 2018 \$18.20 per day July 2019 \$18.84 per day July 2020 \$19.50 per day</p>
First Aid Allowance SAP Code 0A63	<p>An employee who has been trained to render first aid and who is the holder of an approved Occupational First Aid Certificate i.e. a qualification beyond Senior First Aid level, recognised by Utilities Management (such as a certificate from St John's Ambulance, Red Cross or similar body) will be paid First Aid Allowance if appointed by Utilities Management to manage a First Aid Room and perform first aid in the workplace.</p>	<p>July 2017 \$19.84 per week paid daily July 2018 \$20.54 per week paid daily July 2019 \$21.26 per week paid daily July 2020 \$22.00 per week paid daily</p>
Cash Handling Allowance	<p>To qualify the employee's permanent rate must be less than or equal to the maximum pay point occurring in Grade 1.</p> <p>Payable where an employee receives cash on behalf of Utilities Management as part of normal duties or relieves a regular Utilities Management cash receiver for short periods during the day.</p>	<p>July 2017 \$12.04 per day July 2018 \$12.46 per day July 2019 \$12.90 per day July 2020 \$13.36 per day</p>

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

SPECIAL RATES

1. INCREASE MECHANISM

All special rates will increase in accordance with the pay increases and operative dates outlined in Clause 8 of this Enterprise Agreement. These will increase in accordance with the percentage pay increases within this Agreement. The operative dates for special rate increases will be those applicable within this clause.

TABLE 1 – SPECIAL RATES

SPECIAL RATE	DETAIL	RATE
Cold Places	Payable where an employee works for more than one (1) hour in places where the temperature is reduced by artificial means below 0°C. A rest period of twenty (20) minutes is provided every two (2) hours where work continues for more than two (2) hours.	July 2017 73 cents per hour July 2018 76 cents per hour July 2019 79 cents per hour July 2020 81 cents per hour
Confined Spaces SAP Code 0A62	Payable where an employee works in a compartment, space or place, the dimensions of which necessitate working in a stooped or otherwise cramped position or without proper ventilation - includes such a space inside boilers, steam drums, mud drums, fire boxes of vertical boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.	July 2017 \$1.00 per hour July 2018 \$1.04 per hour July 2019 \$1.08 per hour July 2020 \$1.11 per hour
Dirty Work SAP Code 0A61	Payable to an employee where the Leader and employee agree the work is of an unusually dirty or offensive nature. Where there is disagreement between the Leader and employee, the employee or a shop steward can, within twenty four (24) hours, ask for a decision on the employee's claim by Utilities Management. The decision will be made within forty-eight (48) hours of it being asked for (unless that time expires on a non-working day, in which case it will be given during the next working day), or else the allowance will be paid.	July 2017 73 cents per hour July 2018 76 cents per hour July 2019 79 cents per hour July 2020 81 cents per hour
Explosive Powered Tools	Payable where an employee is required to use explosive powered tools.	July 2017 \$2.04 per day minimum July 2018 \$2.12 per day minimum July 2019 \$2.19 per day minimum July 2020 \$2.27 per day minimum Where an hourly rate is required, it is the daily rate divided by 7.5.

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

TABLE 1 – SPECIAL RATES (continued)

Height Money SAP Code 0A67	<p>Payable where an employee works on the construction, erection, repair and/or maintenance of structures at a height in each case fifteen (15) metres or more directly above the nearest horizontal plane.</p> <p>NB: Excludes Trade Skilled Workers (Powerline), Riggers and Splicers</p>	<p>July 2017 56 cents per hour July 2018 58 cents per hour July 2019 60 cents per hour July 2020 62 cents per hour</p>
Hot Places	<p>Payable where an employee works for more than one (1) hour in the shade in places where the temperature is raised by artificial means to:</p> <p>(a) between 31.0° C and 54.4° C; (b) where the temperature exceeds 54.4° C.</p> <p>Where work continues for more than two (2) hours in temperatures exceeding 54.4° C, employees are also entitled to twenty (20) minutes rest every two (2) hours without deduction to pay.</p> <p>Temperature to be decided by Leader after consultation with the employee.</p>	<p>(a)</p> <p>July 2017 73 cents per hour July 2018 76 cents per hour July 2019 79 cents per hour July 2020 81 cents per hour</p> <p>(b)</p> <p>July 2017 \$1.00 per hour July 2018 \$1.04 per hour July 2019 \$1.08 per hour July 2020 \$1.11 per hour</p>
Slag Wool	<p>Payable where an employee is required to handle loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise when employed on the construction, repair or demolition of furnaces, walls, floors and/or ceilings.</p>	<p>July 2017 90 cents per hour July 2018 93 cents per hour July 2019 96 cents per hour July 2020 \$1.00 per hour</p>
Wet Places SAP Code 0A60	<p>Payable where an employee works in any place where the employee's clothing or boots become saturated, whether by water, oil or otherwise.</p> <p>This extra rate is not payable where the employee is provided with suitable and effective protective clothing and/or footwear.</p> <p>Any employee who becomes entitled to this extra rate will be paid the rate for such part of the day or shift as the employee is required to work in wet clothing or boots.</p>	<p>July 2017 73 cents per hour July 2018 76 cents per hour July 2019 79 cents per hour July 2020 81 cents per hour</p>

Each annual reference to July means that the new rate is effective from the first pay period commencing on or after 1 July of that year

EMPLOYEE BENEFIT – JOURNEY ACCIDENT COVERAGE

The following information is provided to explain the operation of the Journey Accident Coverage provided for in subclause 7.5 of Attachment 2 of this Agreement.

Utilities Management will provide journey accident cover effective from the date of certification of this Agreement. This cover applies in circumstances where existing Worker Compensation entitlements do not apply. The Workers Rehabilitation and Compensation Act 1986 precedents relating to journey injuries will be used as a guide to determine whether the journey is an insured journey. However, the cover provided by Utilities Management will not exceed three months.

Q1 Is every employee eligible for the journey accident coverage?

A. Yes. Every employee covered by this Agreement, either full time or part time is eligible.

Q2 When am I covered?

A. The Workers Rehabilitation and Compensation Act 1986 precedents relating to journey injuries will be used as a guide to determine whether the journey is an allowed journey. You are covered, from the time you leave the boundary of your principal place of residence for direct travel to your work location or depot, and you are also covered when you recommence for the return journey for direct travel, from your work location or depot to your principal place of residence.

Q3 What if I have to start or finish work at another location?

A. If, as part of your role you are required to start and finish work at a different location, you will be covered for travel to and from your principal place of residence and the work location.

Q4. Am I covered whilst I am on unpaid meal breaks?

A. You are covered for the journey to and from the destination only, whilst on unpaid meal breaks.

Q5 What if I don't always travel directly to and from work?

A. You are covered from the time you leave your principal place of residence for direct travel to your work location or depot. However, if deviations to the route occur that are part of your regular travel pattern (i.e. picking up the kids from school one (1) day a week or going to the gym every second day), in most cases this will be covered.

Q6 Am I required to use my personal/carers leave if I have an accident?

A. If you have an journey accident initially you will be paid personal/carers leave while your claim is assessed. If your claim is accepted your personal/carers leave will be changed to journey accident leave and your personal/carers leave entitlements will be reinstated.
The maximum time off allowed for journey accident leave is up to three (3) months before you are required to use your personal/carers leave.

Q7 Will my medical expenses be paid for me?

A. Medicare/Private Health Insurance (if any) will pay medical expenses in accordance with their respective policies. However, due to the current National Health Legislation, Utilities Management is not allowed to reimburse the gap or pay medical expenses.

Q8 What if I don't take the full 3 months off after the accident but need time off later?

A. The maximum time off work as paid journey accident leave is three (3) months. This must be taken within a twelve (12) month period from the date of the accident.

Q9 Who do I make the claim to and who makes the determination?

A. Risk & Insurance Department will assess the claim. The determination will be based on the facts of the individual incident and precedents from the Workers Rehabilitation and Compensation Act 1986, which will be used as a guide.

Q10 What if my claim is rejected?

- A.** If your claim is rejected you can follow the Issue Resolution procedure as stated in Clause 11 of Attachment 2 of this Agreement.

**EMPLOYEE BENEFIT – SALARY SACRIFICE
FLEXIBLE MEMBER SUPERANNUATION CONTRIBUTIONS**

The following information is provided to explain the operation of the Salary Sacrifice Flexible Member Superannuation Contributions provided for in subclause 4.11 of Attachment 2 of this Agreement.

Utilities Management will enable employees to salary sacrifice for flexible member superannuation contributions. Salary sacrificing may not be beneficial to everyone and **employees are encouraged to seek financial advice prior to establishing such arrangements.**

Q1 What is superannuation member contributions salary sacrificing?

A. Only employees who are in the Electricity Industry Superannuation Schemes Division 2, Division 3, or Division 4 make member contributions.
These member contributions attract an employer subsidy.
You are able to salary sacrifice up to 9% of your superannuation salary (as defined) into member contribution funds.

Q2 Will salary sacrificing member contributions reduce my pay?

A. Variations in your take home pay will depend on your taxation level and the amount of member contributions you are making.

Q3 How much of my salary can I sacrifice?

A. Unlike Additional Voluntary Contributions, there is a maximum amount of 9% that you are able to contribute to member contributions whether you are salary sacrificing or paying from your post tax pay.

Q4 How can I start/stop my salary sacrificing arrangements?

A. Your salary sacrificing arrangements for member superannuation contributions can only be commenced, changed or ceased with your written authority to Payroll Services.

Q5 What will happen if the Australian Taxation Office changes their views in respect to the salary sacrifice arrangements?

A. We will review salary sacrifice arrangements immediately in the event of any change to any relevant act(s) or Australian Taxation Office rulings. Utilities Management reserves the right to withdraw salary sacrifice arrangements for any or all of the identified areas listed in subclause 4.11 should changes to the relevant act(s) or ATO rulings result in additional costs to Utilities Management, unless relevant employees agree to cover such additional costs.

Q6 How do I obtain more information in regard to salary sacrificing member contributions?

A. You need to contact the Electricity Industry Superannuation Scheme (EISS).
at www.eiss.superfacts.com.

WE STRONGLY ADVISE YOU SEEK ADVICE FROM AN INDEPENDENT FINANCIAL ADVISER TO DETERMINE WHETHER SALARY SACRIFICING FLEXIBLE MEMBER SUPERANNUATION CONTRIBUTIONS IS BENEFICIAL TO YOU.

EMPLOYEE BENEFIT – SALARY SACRIFICE ADDITIONAL VOLUNTARY SUPERANNUATION CONTRIBUTIONS

The following information is provided to explain the operation of the Salary Sacrifice Additional Voluntary Superannuation Contributions provided for in subclause 4.11 of Attachment 2 of this Agreement.

Utilities Management will enable employees to salary sacrifice for additional voluntary superannuation contributions. Salary sacrificing may not be beneficial to everyone and **employees are encouraged to seek financial advice prior to establishing such arrangements.**

Q1 What is salary sacrificing into superannuation additional voluntary contributions (AVC)?

A. This is where you are able to salary sacrifice part (or all) of your pre-tax pay into a superannuation fund of your choice. AVC's do not attract any employer subsidy but are invested by the Super Fund and attract investment interest.

Q2 Will salary sacrificing to AVC reduce my pay?

A. Your take home pay will be reduced if you contribute any additional funds into AVC's.

Q3 Can I choose the superannuation scheme to which I salary sacrifice AVCs?

A. Yes, you may choose which fund(s) that you would like any AVC's paid into providing the fund that you choose is a complying superannuation fund (as defined by Federal legislation) and, the fund must be able to accept payments by electronic transfer.

Q4 How much of my salary can I sacrifice?

A. The amount you wish to salary sacrifice into AVC's is up to you. However, you need to be aware that the Australian Taxation Office (ATO) has established some age based limits and if you exceed these limits you may attract penalties from the ATO.

Utilities Management recommends that you seek financial advice especially if you are considering contributing larger amounts into superannuation.

Q5 How will I be able to make my contributions?

A. Your additional voluntary superannuation contributions will be made from your pay electronically to the complying superannuation fund of your choice. This will be done with your written authority to Payroll Services.

Q6 How can I start/stop my salary sacrificing arrangements?

A. Your salary sacrificing arrangements for additional voluntary superannuation contributions can only be commenced, changed or ceased with your written authority to Payroll Services.

Q7 What will happen if the Australian Taxation Office changes their views in respect to the salary sacrifice arrangements?

A. We will review salary sacrifice arrangements immediately in the event of any change to any relevant act(s) or Australian Taxation Office rulings. Utilities Management reserves the right to withdraw salary sacrifice arrangements for any or all of the identified areas listed in subclause 4.11 should changes to the relevant act(s) or ATO rulings result in additional costs to Utilities Management, unless relevant employees agree to cover such additional costs.

Q8 How do I obtain more information in regard to salary sacrificing AVCs?

A. You need to contact the Super Fund that you are contributing to or a financial advisor.

If you are contributing to the Electricity Industry Superannuation Scheme (EISS) Fund, you may contact them at www.eiss.superfacts.com.

WE STRONGLY ADVISE YOU SEEK ADVICE FROM AN INDEPENDENT FINANCIAL ADVISER TO DETERMINE WHETHER SALARY SACRIFICING ADDITIONAL VOLUNTARY SUPERANNUATION CONTRIBUTIONS IS BENEFICIAL TO YOU.

EMPLOYEE BENEFIT – SALARY SACRIFICE NOVATED LEASE VEHICLE

The following information is provided to explain the operation of the Salary Sacrifice Novated Lease Vehicle provided for in subclause 4.11 of Attachment 2 of this Agreement.

Utilities Management will enable employees to salary sacrifice for a novated lease vehicle. This may not be beneficial to everyone and **employees are encouraged to seek financial advice prior to establishing such arrangements.**

Q1 What is novated lease vehicle salary sacrificing?

A. Novated lease vehicle salary sacrificing is having the ability to sacrifice part of your gross pre-tax fortnightly salary for a novated lease vehicle.

Q2 What is a novated vehicle lease?

A. A novated vehicle lease enables employees to lease a vehicle by foregoing gross pre-tax salary. The novated vehicle lease involves a three-way agreement between the employee, the employer and the lease provider. The novated vehicle lease contract is a binding contract between the employee and the lease provider. Utilities Management's part of this Agreement is to provide the facility of payment from the employee to the lease provider.

Q3 Is the vehicle fully maintained by the novated vehicle lease provider?

A. Whether the vehicle is fully maintained depends on your leasing arrangement and the leasing option of your choice. A standard lease may cover, but is not limited to, such items as type of vehicle, fuel, tyres, servicing, insurance and registration. Variations on each of these components are to be negotiated between the employee and the lease provider.

Q4 Does the vehicle have to be a work vehicle?

A. Novated lease vehicles are not work related vehicles. Employees may choose to access this scheme to lease a vehicle rather than purchase a vehicle.

Q5 Can you have a novated lease for more than one vehicle?

A. Yes.

Q6 Can you lease any vehicle of your choice?

A. Subject to agreement by the leasing company, employees are able to salary sacrifice any type of vehicle however, they should be aware that additional costs may be associated with vehicles in the luxury and commercial tax brackets. For further information please refer to the Utilities Management Human Relations Intranet site, which will directly link to the novated lease provider web site.

Q7 Is there any benefit to me by using salary sacrifice to lease a vehicle?

A. Salary sacrificing a novated lease provides you with an alternative to obtaining a vehicle without purchasing the vehicle outright or borrowing to purchase the vehicle. Whether this is a benefit to you is entirely dependant on your personal circumstances and we recommend you contact a financial adviser to determine the benefits that will apply to you.

Q8 Will novated vehicle lease salary sacrificing reduce my pay?

A. Your gross pay will be reduced by the amount of the vehicle lease.

Q9 How can I start my novated vehicle lease salary sacrificing arrangements?

A. Once you have established a contract with a lease provider, the provider will contact Payroll Services. Payroll Services will verify the arrangement with you and then commence your novated vehicle lease salary sacrificing arrangements. Payroll Services will also advise you of any changes received from the lease provider.

Q10 How can I stop my novated vehicle lease salary sacrificing arrangements?

A. The novated vehicle lease contract is a binding contract between you and the lease provider. You can only stop the novated vehicle lease salary sacrificing arrangements as provided in your novated lease contract.

Q11 If I leave Utilities Management what happens to the lease?

A. The novated vehicle lease goes with you. The contract is between you and the leasing company. Should you leave Utilities Management **you are still responsible** for the novated vehicle lease.

Q12 What will happen if the Australian Taxation Office changes their views in respect to the salary sacrifice arrangements?

- A.** We will review salary sacrifice arrangements immediately in the event of any change to any relevant act(s) or Australian Taxation Office rulings. Utilities Management reserves the right to withdraw salary sacrifice arrangements for any or all of the identified areas listed in subclause 4.11 (except for any novated lease arrangements in place at the time of the tax change) should changes to the relevant act(s) or ATO rulings result in additional costs to Utilities Management, unless relevant employees agree to cover such additional costs.

Q13 How can I find out about novated lease vehicles?

- A.** Further information can be obtained from the Utilities Management Human Relations Intranet site, which will directly link to the novated lease provider web site.

WE STRONGLY ADVISE YOU SEEK ADVICE FROM AN INDEPENDENT FINANCIAL ADVISER TO DETERMINE WHETHER SALARY SACRIFICING A NOVATED LEASE VEHICLE IS BENEFICIAL TO YOU.

**EMPLOYEE BENEFIT
ELECTRICITY ACCOUNT NETWORK COMPONENT (DUOS) REIMBURSEMENT**

Employees covered by this Agreement will be reimbursed up to \$700 per year of the network component of their electricity account for their principal place of residence.

The 'network component' (which varies from time to time) currently comprises approximately 40% (the actual amount varies from year to year) of the total electricity account. The retail component of the electricity account will not be reimbursed.

There will be no pro rata payments.

To qualify for this reimbursement the employee:

- must be employed by Utilities Management as at the reading date; and
- must be employed by Utilities Management for the whole billing cycle.

The following information is provided to explain the operation of the Electricity Discounts:

Q1. Does every employee receive the discount?

A. Yes. The discount is offered equally to all employees covered by this Agreement. You must however be employed for the full billing period in order to receive this discount. For example if the billing period is from 10 July 2014 to 9 October 2014 you must be employed for this full period to be entitled to receive the reimbursement.

Q2. If the network component percentage changes, when will the new percentage apply?

A. The network percentage rate will be calculated annually in July and any changes to that percentage rate will be applied effective on the commencement of the first fortnight on or after the 1 July of each year.

Q3. Why won't the retail component be reimbursed?

A. Utilities Management will only reimburse network charges as this is the nature of our business and the only component of the electricity account that is Fringe Benefits Tax (FBT) exempt.

Q4. What if there is more than one employee living in a single place of residence?

A. All full time and part time Utilities Management employees covered by this Agreement are eligible to receive up to \$700 each as a reimbursement of the network component of their electricity account for their principal place of residence. In the event that two (or more) employees live at the same principal place of residence then the account may be shared between employees at that residence so that each employee can receive a discount of up to \$700. Each employee at that address may claim an equal amount of the total account (eg if there are two (2) employees, and the total account is \$380, then each employee should submit a claim for half of the total account value ie \$190 each). This would need to be marked on the account when it is retained for reference and auditing purposes.

Q5. What if the account is not in my name?

A. All employees covered by this Agreement are eligible to receive this reimbursement. The discount applies to your principal place of residence even if the account is not in your name. However, in these instances you will need to confirm in writing that the account is for your principal place of residence. Refer to the HR Intranet page, A-Z Forms for the appropriate form to complete. Note that this form needs to be completed only once unless any of the details on the completed form change. This form will be retained and filed by your leader/BSO for future reference and auditing purposes.

Q6. Does the discount apply if I have more than one property in my name?

A. The network reimbursement applies only to your principal place of residence. It does not apply to any other properties (or businesses) for which you may be receiving an account.

Q7. Is there a minimum reimbursement amount?

A. Yes. Utilities Management will apply a minimum payment of \$75 on each account. For example, if your account is \$100 the network component of approx 40% would be approx \$40. In this case, you would receive \$75. As the \$75 minimum reimbursement is in excess of the actual network component this payment will incur FBT for the excess amount. Utilities Management will pay the FBT incurred in these situations.

Q8. What if I receive my accounts on a monthly basis?

A. If you receive monthly accounts you should submit each account as you receive them and the reimbursement will be calculated each month up to the maximum. Where accounts are submitted more frequently than quarterly the minimum reimbursement amount payable (refer Q7) will not exceed the minimum reimbursement amount that would have been received had the accounts been submitted quarterly.

Q9. Will the reimbursement attract FBT?

A. The provision of benefits by an employer is, within certain limits, exempt from FBT where the employer also provides those goods and/or services to its customers, except in the case of a minimum payment as outlined in Q7 and Q8.

Q10. Will the reimbursement show on my Payment Summary?

A. No. The reimbursement is not income to you and therefore it does not form part of your reportable taxable income. In addition as the reimbursement is exempt from FBT it is not a reportable fringe benefit.

Q11. How is the money going to be reimbursed?

A. You will be reimbursed electronically via the payroll system. The details will appear on your pay advice but not your Payment Summary.

Q12. Will I be taxed for the reimbursement?

A. No. The reimbursement is not regarded as taxable income to you and therefore does not form part of your total reportable taxable income.

Q13. What is the process of reimbursement?

A. When you receive your electricity account, simply give a copy to your leader and they will arrange for the data to be entered into your payroll for payment. The account will then be retained by your leader for filing for future reference and auditing purposes.

Q14. Will my electricity account be confidential?

A. Yes. The Privacy Act will ensure that leaders retain confidentiality of that information.

Q15. What if I make payments on my electricity account prior to receiving the account?

A. In these situations the employee will have a credit on their account which is deducted from the total charges. The original total charges amount on the account (ie the amount of the account before any credit is deducted) is the amount that will be entered into SAP as the value that the reimbursement will be calculated on.

Example 1: if the total charges equal \$400, and the employee has a payment credit of \$200 therefore the amount owing is \$200. \$400 is the amount that will be entered in SAP.

Example 2: if the total charges equal \$400, and the employee has a payment credit of \$500 there is no amount owing and the account is \$100 in credit. \$400 is the amount that will be entered in SAP.

Q16. What if I use a "PAY-AS-YOU-GO" electricity purchase system?

A. This system allows you to purchase electricity credits in advance and when that credit runs out, you purchase more. No actual accounts are issued in this system as you have already paid for the electricity up front. If you are using this system, then you will need to produce the receipt that is issued when you purchase the credit. The value of the receipt will be entered in to SAP just as if you had submitted an account.

As in Q8, where receipts are submitted more frequently than quarterly the minimum reimbursement amount payable (refer Q7) will not exceed the minimum reimbursement amount that would have been received had the receipts been submitted quarterly.

Q17. What if I have solar power and I receive credits for the electricity generated and sold back to the grid?

A. The original total charges amount on the account (ie the amount of the account before any credit is deducted) is the amount that will be entered into SAP as the value that the reimbursement will be calculated on.

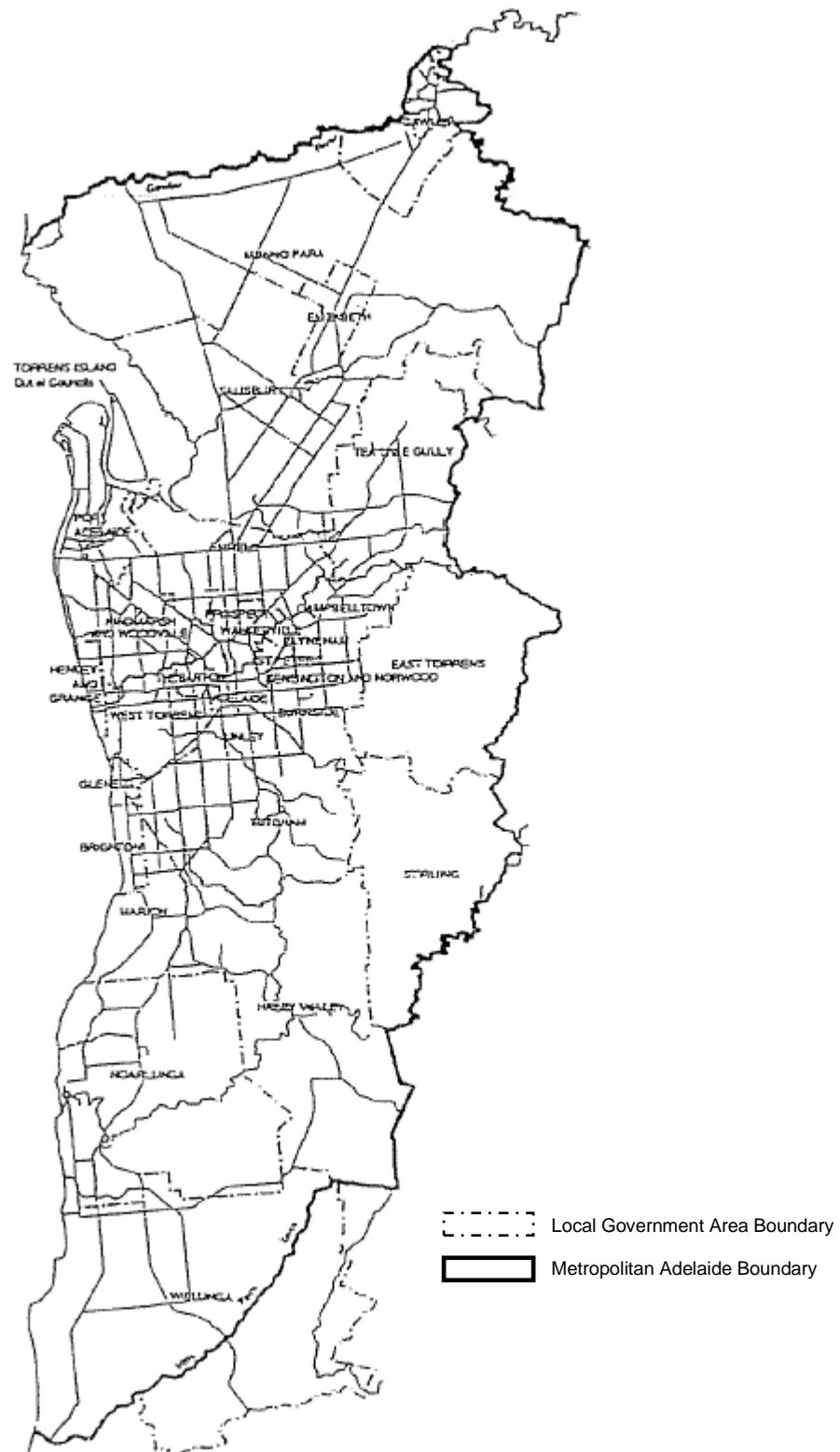
Example 1: if the total charges equal \$400, and the employee has a solar credit of \$200 therefore the amount owing is \$200. \$400 is the amount that will be entered in SAP.

Example 2: if the total charges equal \$400, and the employee has a solar credit of \$500 there is no amount owing and the account is \$100 in credit. \$400 is the amount that will be entered in SAP.

Q18. What will happen if the Australian Taxation Office changes their view in respect to this type of reimbursement?

A. Utilities Management will review these arrangements immediately in the event of any change to any relevant Act(s) or Australian Taxation Office Ruling. Utilities Management reserves the right to withdraw part or all of these reimbursement arrangements should changes to the relevant Act(s) or ATO Ruling result in additional costs to Utilities Management.

ADELAIDE METROPOLITAN BOUNDARY MAP



Note: This map is referred to in the Relocation Directive which is referenced in subclauses 2.14 and 7.10 of Attachment 2 of this Agreement.

**FLEXIBLE WORKING ARRANGEMENTS – FLEXITIME
(APPENDIX 1A EMPLOYEES ONLY)**

Objectives:

- To improve our level of service to the customers through greater flexibility of working hours, and to improve quality of working life for employees.
- Improved utilisation of resources.
- Reduce administration by making flexitime adjustments on a four (4) weekly basis rather than fortnightly.

Conditions:

- A twenty (20) day month of 7.5 hour days plus banked hours with a maximum credit limit of 37.5 hours and a deficit limit of ten (10) hours.
- The span of hours of operation shall be Monday to Friday, 7.00am to 7.00pm. Variations of more than thirty (30) minutes to the employee's base working pattern for a work group shall be by prior agreement with leader.
- Where flexitime employees directly supervise 8.0 or 7.58 hour day employees their spread of ordinary hours will align with the employees they directly supervise.
- Within a four (4) weekly cycle an employee will not normally have more than two (2) FDO's (Flexi Days Off).
- At the end of a four (4) weekly cycle, any credits in excess of the stated maximum credit hours shall be forfeited and any debits in excess of ten (10) hours will be treated as unpaid absences unless extenuating circumstances apply and the written approval of the leader is obtained.
- At all times a core staff shall be maintained during business hours relevant to operational needs. This working arrangement needs at all times to meet the operational requirements of the Business. The taking of Flexi-time must be approved by the leader prior to the event.
- The parties recognise that this arrangement needs to operate within the specific context of the needs of the Business. In the event that difficulties arise in how this arrangement operates, the parties agree to meet to resolve their difficulties.
- All employees will be responsible for recording their time worked and absences. If requested employees must produce evidence of time worked.
- An unpaid meal break of at least thirty (30) minutes must be taken after no more than five (5) hours of work. Where an employee is required by Utilities Management to continue working for more than five (5) hours without a break then penalty rates apply in accordance with subclause 5.3 of Attachment 2 of this Agreement.

Overtime:

- All overtime must be approved by the leader prior to working and must be claimed on a fortnightly basis.
- The current overtime classification/grade limit remains in place in accordance with subclause 6.1.2 and 6.1.3 of Attachment 2 of this Agreement.
- Subject to agreement between the leader and employee approved overtime claimed in any one day, inclusive of weekends and public holidays will be paid in accordance with Attachment 2 of this Agreement or may be taken as time off in lieu, or a combination of the two (2) options. Time off in lieu can be taken on an hour for hour basis.
- On normal working days overtime may be paid for work between 7.00 am and 7.00 pm provided that standard 7.5 hours are hours worked at normal time.
- Approved work outside the span of hours may be claimed as accumulated flexi hours or overtime subject to manager's approval.
- Call out conditions as stated in Attachment 2 of this Agreement remains in place.

Higher Class Duties:

- Unless required for operational reasons , payment for temporary higher class duties will not be made in the case of an employee carrying out the duties of a higher position occasioned by another employee being absent on a Flexi Day.

Leaders Responsibilities:

- To establish minimum staffing levels during business hours.
- Check time entry on a regular basis to maintain an auditable process.
- To discuss, where needed, with colleagues to establish arrangements for taking suitable time off, taking into account work demands and colleagues reasonable requests and accumulated hours. A fair and reasonable approach is required at all times.

Colleagues Responsibilities:

- Accurately record time worked and absences in the time recording system.
- To discuss, where needed, with leaders to reach agreement on reasonable time off and long lunch breaks (greater than one hour) taking into account work demands and accumulated hours. A fair and reasonable approach is required at all times.
- To have nil balance on termination.
- Colleagues to respond to reasonable requests made by leaders for them to work overtime after consideration of factors such as; client demands, OH&SW requirements, etc.

FLEXIBLE WORKING ARRANGEMENTS – 19 DAY MONTH
(7.9 HOUR DAY FOR APPENDIX 1A EMPLOYEES OR 7.58 HOUR DAY FOR APPENDIX 1B EMPLOYEES)

Note: All references in this attachment to 7.9 hours are to be read as 7.58 hours for those employees working the 36 hour week.

Conditions:

- This flexible working arrangement will be based on a standard working day of 7.9 hours.
- This will provide for the taking of a day off within the 4 weekly cycle. This day would normally be taken by roster but may be varied at Utilities Management discretion to meet business needs.

Principles of Operation:

- A roster for standard RDO's will be established at the beginning of each year for the subsequent twelve (12) months, with the ability for these to be modified through negotiation based on business & employee needs. (i.e. changing of RDO's to coincide with public holidays). The business must operate each weekday of the four weekly cycle i.e. (generally twenty (20) days).
- Utilities Management will consult with the affected employee before varying the roster. In the event of a roster change occurring, the altered day shall be taken by agreement, in accordance with the 19 Day Month Agreement as signed 17 October 1983.
- This arrangement will cover Monday to Friday.
- Standard business hours shall be a 7.9 hour day normally between the hours of 7.00 am and 5.00pm exclusive of an unpaid meal break.
- Span of ordinary hours of work shall be 6am-6pm. On a special needs basis and by agreement between leader and colleagues, the span of hours may be varied.
- Time worked in excess of 7.9 hours will normally be paid as overtime at penalty rates unless the leader and the employee agree to bank hours at normal time.
- Hours worked in excess of twelve (12) hours per day will be taken as overtime in any event.
- Flexible start/finish times will be based on business needs by agreement between the leader and colleagues.
- Banked hours, accumulated in excess of 7.9 hours at normal time in any one working day, will be taken as time off at times agreed between leader and colleague.
- Generally a maximum banked time of 1 day, may be carried over at the end of a four (4) weekly cycle, with the ability of banking extra time through agreement, on a case by case basis.
- Unless arrangements are made by agreement between leader and colleague, each work day will comprise at least 7.9 hours.
- For any arrangements not detailed in this document, refer to the "19 Day Month Agreement as signed 17 October 1983".
- The parties recognise that this arrangement needs to operate within the specific context of the needs of the Business. In the event that difficulties arise in how the arrangement is to operate, the parties agree to meet to resolve their difficulties.

Higher Class Duties:

- Unless required for operational reasons, payment for temporary higher class duties will not be made in the case of an employee carrying out the duties of a higher position occasioned by another employee being absent on a Rostered Day off.

**FLEXIBLE WORKING ARRANGEMENTS – 9 DAY FORTNIGHT
(8.33 HOUR DAY FOR APPENDIX 1A EMPLOYEES OR 8.0 HOUR DAY FOR APPENDIX 1B EMPLOYEES)**

Note: All references in this attachment to 8.33 hours are to be read as 8.0 hours for those employees working the 36 hour week.

Objective:

- To improve our level of service to the customers through greater flexibility of working hours, and to improve quality of working life for employees.
- Improved utilisation of resources.

Conditions:

- This flexible working arrangement will be based on a standard working day of 8.33 hours. This will provide for the taking of an additional day off within the four (4) weekly cycle. This day would normally be taken by roster but may be varied at Utilities Management discretion to meet business needs.

Principles of Operation:

- A roster for standard RDO's will be established at the beginning of each year for the subsequent twelve (12) months, with the ability for these to be modified through negotiation based on business & employee needs. (i.e. changing of RDO's to coincide with public holidays). The business must operate over the full fortnight i.e. (generally ten (10) days).
- The business will consult with the affected employee before varying the roster. In the event of a roster change occurring, the altered day shall be taken by agreement, in accordance with the 19 Day Month Agreement as signed 17 October 1983".
- This arrangement will cover Monday to Friday.
- Standard business hours shall be a 8.33 hour day normally between the hours of 7.00 am and 5.00pm exclusive of an unpaid meal break.
- Span of ordinary hours of work shall be 6am-6pm. On a special needs basis and by agreement between leader and colleagues, the span of hours may be varied.
- Time worked in excess of 8.33 hours will normally be paid as overtime at penalty rates unless the leader and the employee agree to bank hours at normal time.
- Hours worked in excess of twelve (12) hours per day will be taken as overtime in any event.
- Flexible start/finish times will be based on business needs, by agreement between the leader and colleagues.
- Banked hours, accumulated in excess of 8.33 hours at normal time in any one working day, will be taken as time off at times agreed between leader and colleague.
- Generally a maximum banked time of two (2) days, may be carried over at the end of a four (4) weekly cycle, with the ability of banking extra time through agreement, on a case by case basis.
- Unless arrangements are made by agreement between leader and colleague, each work day will comprise at least 8.33 hours.
- For any arrangements not detailed in this document, refer to the relevant "19 Day Month Agreement" as signed 17 October 1983".
- The parties recognise that this arrangement needs to operate within the specific context of the needs of the Business. In the event that difficulties arise in how the arrangement is to operate, the parties agree to meet to resolve their difficulties.

Higher Class Duties:

- Unless required for operational reasons, payment for temporary higher class duties will not be made in the case of an employee carrying out the duties of a higher position occasioned by another employee being absent on a Rostered Day off.

PRODUCTIVITY INITIATIVES – 36 HOUR WEEK (APPENDIX 1B EMPLOYEES)

In 2005 the following productivity initiatives were agreed in conjunction with the introduction of the 36 hour week for Appendix 1B employees.

Out of Depot in Morning

Be out of the depot no later than fifteen (15) minutes after normal start time.

- These arrangements have been implemented and sustained from 1 January 2006.
- Applies to all operational personnel and vehicles, eg. EWP's, Customer Connect light vehicles, CBD Vans, Substation Vans etc, to leave the depot no later than 15 minutes after normal start time.
- This clause also applies to workshop and stores personnel who are to be at their designated work station and have commenced work no later than fifteen (15) minutes after normal start time.
- This clause does not apply to personnel that are based within a depot on a particular day such as Works Coordinators and Supply Officers.
- The OMS/Mobile Computing (once it is operational) "log-on" time each morning will be used to signify that employees have entered their vehicle and are ready to commence work and leave the depot. Positional data from the Automatic Vehicle Location device at the time of "log-on" will not be retained. This arrangement will be implemented on 1 January 2006 and conclude on 30 June 2006.

Start/Finish/Lunch Time Flexibility

Vary start/finish time by 20 minutes to suit job requirements

- Following the introduction of the 36 hour week, employees, Given two (2) clear working days notice, employees may be required to vary their start and finish time by twenty (20) minutes on a given day to fall within the daily span of hours applicable to each work group that existed prior to the introduction of the 36 hour week.
- This arrangement is intended to occur on an ad-hoc basis only.
- Employee's personal commitments and circumstances will and must be taken into consideration when selecting personnel to vary their start and finish times in accordance with this clause.

Span of hours within 6am to 6pm

- Any changes to current starting and finishing times within the 6.00am to 6.00pm span at any location will occur by agreement between local management and the affected employees.
- On a special needs basis and by agreement between the leader and employees, the span of hours may be further varied.

Flexible lunch breaks – Planned Works

- This clause applies to planned works and does not apply to unplanned work such as responding to power outages or emergency response calls.
- The lunch meal break can be taken between the hours of 11.30 and 14.00 depending on the work being undertaken. No penalty rates would apply for time worked during that period.
- It is the on-site team leader's (i.e. TSW) responsibility to determine the most efficient time to break for a lunch meal break during that period and discuss this with employees in advance.
- If certain employees have special personal circumstances or medical conditions that require more regular meal breaks then this clause will not apply to those employees.

Workforce Flexibility

Electrical mechanics perform full range of work

- Electrical Service Mechanics (NOC Mechanics) to perform the full range of work including, but not limited to, connections, maintenance, supply restoration both planned and unplanned.
- The full range of work will be within the scope of the Electrical Mechanics (TSW-E) Indicative Tasks and the training undertaken by employees.

Composite work teams for Telecommunications and SCADA

- Currently separate work teams of Comms and SCADA attend the same site to install the appropriate equipment. It is proposed, depending on the size/scope of the installation, that the job could be completed by sending a single Comms/SCADA team to do the installation. This would be very appropriate for remote country sites which are generally small in SCADA and Comms requirements.

Outage Management System (including Automatic Vehicle Location) and Advanced Work Scheduling

The CEPU and its members commit to cooperate and positively contribute to the implementation of the Outage Management System (OMS), including Automatic Vehicle Location (AVL), and Advanced Work Scheduling (AWS) to achieve the desired workplace efficiencies and positive outcomes.

Agreed guidelines for after-hours dispatching of jobs to availability crews will be developed as part of the OMS Project.

THE ELECTRICITY TRUST OF SOUTH AUSTRALIA SALARIED OFFICER LONG SERVICE LEAVE REGULATIONS 1971

1. ARRANGEMENT

These regulations are arranged as follows:

2. Title
3. Definitions
4. Amount of leave
5. Termination of employment
6. Payment for period of leave
7. Employment during leave
8. Date of operation

2. TITLE

These regulations shall be known as “The Electricity Trust of South Australia (Salaried Officers) Long Service Leave Regulations, 1971”.

3. DEFINITIONS

In these regulations unless the context otherwise requires –

“Trust” shall mean The Electricity Trust of South Australia.

“Officer” shall mean an employee of the Trust whose conditions of employment at the time of taking his leave under these regulations or at the time of becoming entitled to payment in lieu of leave pursuant to Clause 5 of these regulations or at the time of his death are prescribed by the Electricity Trust of South Australia (staff conditions) Award 1971 as varied from time to time.

“Qualifying Service” shall include:

- (a) Continuous service with the Trust as an employee, which shall be deemed to include:
 - (i) Continuous service with the Adelaide Electric Supply Company Limited immediately prior to the commencement of the Electricity Trust of South Australia Act, 1946; and
 - (ii) continuous service both as a salaried and as a wages employee.
- (b) Sick and accident leave, war service, annual and long service leave.
- (c) Such continuous periods of special leave without pay as may be accepted by the Trust as “qualifying service”.
- (d) Such periods of non-continuous service as may be approved by the Trust for this purpose.

Variation No 1

1.6.73

“Continuous shift work” means work carried out by officers rostered for successive shifts in perpetual succession throughout each day of the week.

“Non-continuous shift work” means work carried out in two or three shifts each day for less than the full week.

“Continuous shift staff” shall include any officer of the Trust who is permanently engaged on continuous shift work.

4. AMOUNT OF LEAVE

- (a) All officers except continuous shift staff shall be entitled to 13 weeks long service leave after 10 years qualifying service (including service as a junior) and thereafter 1.3 weeks leave in respect of each completed year of such service.

- (b) Continuous shift staff shall be entitled to 9 weeks long service leave after 7 years qualifying service as a continuous shift worker and thereafter 1.3 weeks leave in respect of each completed year of such service; provided that after each 10 years qualifying service they shall be entitled to a total of 13 weeks long service leave.
- (c) An officer who is transferred from continuous shift work because of redundancy of plant and who has had not less than seven years' qualifying service on shift work, five of such years being service on continuous shift work, shall be entitled to the benefits of subclause (b) hereof.
- (d) Long service leave may be taken after 10 years qualifying service at such time or times as may be mutually arranged between the Trust and the officer. In the case of continuous shift staff long service leave may be taken after seven years qualifying service as a continuous shift worker. Long service leave shall be taken in one continuous period or in such other periods as may be agreed between the Trust and the officer.
- (e) Any public holiday occurring during the period in which an officer is on long service leave will be calculated as a portion of the long service leave and extra days in lieu thereof will not be granted.
- (f) In special circumstances and subject to operational requirements and with the approval of the Trust, an officer may be granted double the period of leave at half rates of pay.

Variation

No 1

1.6.73

- (g) An officer on long service leave who is incapacitated on account of illness or accident not resulting from conduct for which he has been convicted of an offence may convert to sick leave the days of incapacity beyond the first three days subject to the following conditions:
 - (i) production of a satisfactory medical certificate stating that the incapacity was such as would have prevented the officer from doing his normal work;
 - (ii) sufficient sick leave credits being available to the officer;
 - (iii) only normal working or rostered days may be converted;
 - (iv) long service leave credits reinstated after conversion to sick leave not to be used to extend the period of long service leave without special permission.

5. TERMINATION OF EMPLOYMENT

- (a) Where the employment of an officer having not less than 10 years qualifying service is terminated by him or the Trust in circumstances not provided for in subclause (b) or (c) hereof, the officer shall be paid in lieu of his long service leave entitlement (not taken) the cash equivalent of such entitlement calculated pro rata for each completed year of qualifying service on the basis of 13 weeks for each 10 years of service.
- (b) An officer dismissed for serious and wilful misconduct shall not be entitled to payment in lieu of his long service leave entitlement (not taken) except in respect of periods of qualifying service which are whole multiples of 10 years.

Variation

No 2

2.10.76

- (c) Where an officer completes not less than seven years qualifying service and his service is terminated by the Trust for any cause other than serious or wilful misconduct; or by the officer if he has lawfully terminated his contract of service; or by death of the officer, the officer shall be paid:
 - (i) in lieu of his long service leave entitlement (not taken) the cash equivalent of such entitlement calculated pro rata in accordance with subclause (d) hereof; or

- (ii) if he has not become entitled to long service leave an amount calculated pro rata in accordance with subclause (d) hereof.
- (d) Where an officer is entitled to a payment pursuant to subclause (c) hereof the amount of such payment shall be calculated pro rata in respect of each completed month of qualifying service on the basis of 13 weeks long service leave for each 10 years of qualifying service.
- (e) Where an officer dies during his employment he or his personal representative or any other person shall have no right, claim or entitlement to any payment in lieu of long service leave, but if the officer has completed not less than 7 years of qualifying service at the time of his death the Trust may in its absolute discretion pay an amount calculated in accordance with subclause (d) hereof or any portion of such amount to the personal representatives of the employee or his dependants or next of kin or any one or more of them in such proportions as the Trust thinks fit with power to determine conclusively for this purpose who is a personal representative, dependant or next of kin of the officer.

6. PAYMENT FOR PERIOD OF LEAVE

Variation
No 1

1.6.73

- (a) Except as otherwise provided in this Clause the rate of pay for an officer during long service leave shall be the ordinary day rate for the permanent classification of the officer (in this clause referred to as the "ordinary rate") on his last working day immediately prior to the commencement of a period of long service leave (in this clause referred to as the "relevant date") provided that where the officer takes other approved leave between his last working day and the commencement of the long service leave the last day of that approved leave shall be deemed to be the relevant date.

Variation
No 1

1.6.73

- (b) Notwithstanding any other provision of this clause, an officer classified in Division 'E' of the Electricity Trust of South Australia (Technical and General) Salaries Award 1967 as varied, who may be called upon to perform shift duties, shall be paid for any period of long service leave a minimum fortnightly salary which is 10 per cent higher than the ordinary rate of the officer, provided that an officer's entitlement under this subclause shall not be cumulative with his entitlements (if any) under subclauses (b1), (b3) or (b4) hereof.

Variation
No 1

1.6.73

- (b1) Where at any time during the period of five years immediately preceding the relevant date (in this Clause referred to as the "relevant qualifying period") an officer was engaged on continuous or non-continuous shift work for not less than 26 weeks he shall be paid for the period of long service leave immediately following the relevant date in addition to his ordinary rate at the relevant date of allowance calculated subject to and in accordance with subclauses (b2, (b2) and (b4) hereof, provided that for the purposes of this Clause-
 - (i) an officer shall be deemed to be engaged on continuous or non-continuous shift work (as the case may be) during any period of approved leave during which he would have been rostered for shift work according to his regular shift work roster, and during any regularly recurring periods of day work which are part of his regular roster cycle;
 - (ii) any period of 26 weeks shall be computed by aggregating continuous periods of not less than two weeks during which the officer was continuously engages on continuous or non-continuous shift work; and
 - (iii) a week means any period of seven consecutive days, including any rostered off days provided by the relevant shift roster.

Variation
No 2

9.12.81

- (b2) Where at the relevant date an officer is permanently classified in a classification or permanently appointed to a position the duties of which normally include continuous or non-continuous shift work (in this Clause referred to as a "shift classification") the allowance shall be a percentage of the officer's ordinary rate at the relevant date not exceeding 30% and calculated on the basis of -
- (i) 3 % of his ordinary rate at the relevant date in respect of each complete period of 26 weeks within the relevant qualifying period during which he was engaged on continuous shift work; and
 - (ii) 1% of his ordinary rate at the relevant date in respect of each complete period of 26 weeks within the relevant qualifying period during which he was engaged on non-continuous shift work or on a combination of non-continuous shift work and continuous shift work which has not been taken into account under paragraph (1) hereof.

Variation
No 1
1.6.73

- (b3) Where the permanent classification of the officer at the relevant date is not a shift classification but the officer was engaged on continuous or non- continuous shift work for not less than 26 weeks during the relevant qualifying period the officer shall be paid for that period of leave the higher of the following rates –
- (i) the ordinary rate for his permanent classification at the relevant date; or
 - (ii) the total of the ordinary day rate as at the last day of his shift work for his shift classification on that day and an allowance calculated on the basis of that rate in the same manner and subject to the same maximum percentage as provided in subclause (b2) hereof, except that for the purpose of such calculation only, the relevant qualifying period shall be deemed to be the five year period immediately preceding such last day of shift work.

Variation
No 1
1.6.73

- (b4) Where the period or periods during which an officer was engaged on continuous or non-continuous shift work within the relevant qualifying period cannot be accurately or reliably ascertained from available records the Trust shall make an estimate thereof from such information as may be obtainable and shall finally and conclusively determine the allowance (if any) payable to the officer pursuant to subclauses (b2) and (b3) hereof.

Variation
No 1
1.6.73

- (c) If any variation occurs in the ordinary rate of an officer during the period of long service leave the Trust shall adjust the rate of payment to that officer accordingly. No such adjustment shall be made to the total rate payable under subclause (b3) paragraph (ii) hereof but where the ordinary rate of the officer at the relevant date as varied pursuant to this subclause exceeds the said total rate he shall be paid his ordinary rate thereafter.
- (d) Special Staff Allowance for officers employed at Leigh Creek shall not be included when calculating payment for long service leave.
- (e) Payment shall be made in one of the following ways:
- (i) in advance for the whole period of long service leave; or
 - (ii) at the same times as payment would have been made if the officer had remained on duty, in which case payment shall, if the officer in writing so requires, be made by cheque posted to an address specified by him; or
 - (iii) in any other way agreed between the Trust and the officer
- (f) In calculating any long service leave payment any broken part of a day shall be disregarded.

7. EMPLOYMENT DURING LEAVE

No officer shall during any period when he is on long service leave granted under these Regulations engage in any paid employment.

8. DATE OF OPERATION

- (a) These regulations shall come into force on the 4th day of December 1971 and shall remain in force until revoked by the Board of the Trust or superseded by an award binding on the Trust.
- (b) The accrued rights of any officer under the Municipal Officers Association (The Electricity Trust of South Australia Salaried Officers) Long Service Leave Award 1963 shall not be affected by any order which the Commonwealth Conciliation and Arbitration Commission may make for the rescission of that award.

Variation

No 1

1.6.63

Variation

No 2

2.10.76

- (c) Without affecting the accrued rights of any officer, the variations to these Regulations comprised in "Long Service Leave (Salaried) Variation Number 1" shall come into force on the 1st day of June 1973 and the variations to these Regulations comprised in "Long Service Leave (Salaried) Number 2" shall come into force on the 2nd day of October 1976.

THE ELECTRICITY TRUST OF SOUTH AUSTRALIA WAGES OFFICER LONG SERVICE LEAVE REGULATIONS 1972

1. ARRANGEMENT

These regulations are arranged as follows:

2. Title
3. Definitions
4. Amount of leave
5. Termination of employment
6. Payment for period of leave
7. Employment during leave
8. Date of operation

2. TITLE

These regulations shall be known as “The Electricity Trust of South Australia (Wages Employees) Long Service Leave Regulations, 1972”.

3. DEFINITIONS

In these regulations unless the context otherwise requires –

“Trust” shall mean The Electricity Trust of South Australia.

“Employee” shall mean an employee of the Trust whose conditions of employment at the time of taking his leave under these regulations or at the time of becoming entitled to payment in lieu of leave pursuant to Clause 5 of these regulations or at the time of his death are prescribed by an Award or Agreement referred to in the Schedule hereto.

“Qualifying Service” shall include:

- (a) Continuous service with the Trust as an employee, which shall be deemed to include:
 - (i) continuous service with the Adelaide Electric Supply Company Limited immediately prior to the commencement of the Electricity Trust of South Australia Act, 1946; and
 - (ii) continuous service both as a salaried and as a wages employee.
- (b) Sick and accident leave, war service, annual and long service leave.
- (c) Such continuous periods of special leave without pay as may be accepted by the Trust as “qualifying service”.
- (d) Such periods of non-continuous service as may be approved by the Trust for this purpose.

Variation No 1
1.6.73

“Continuous shift work” means work carried out by officers rostered for successive shifts in perpetual succession throughout each day of the week.

Variation No 1
1.6.73

“Non-continuous shift work” means work carried out in two or three shifts each day for less than the full week.

4. AMOUNT OF LEAVE

- (a) All employees shall be entitled to 13 weeks long service leave after 10 years qualifying service (including service as a junior) and thereafter 1.3 weeks leave in respect of each completed year of such service.

- (b) Long service leave may be taken after 10 years qualifying service at such time or times as may be mutually arranged between the Trust and the employee. Long service leave shall be taken in one continuous period or in such other periods as may be arranged between the Trust and the employee.
- (c) Any public holiday occurring during the period in which an employee is on long service leave will be calculated as a portion of the long service leave and extra days in lieu thereof will not be granted.
- (d) In special circumstances and subject to operational requirements and with the approval of the Trust, an employee may be granted double the period of leave at half rates of pay.

Variation No 1

1.6.73

Variation No 3

23.7.77

- (e) An employee on long service leave who is incapacitated on account of illness or accident may convert to sick leave the days of incapacity beyond the first three days subject to the following conditions:
 - (i) production of a satisfactory medical certificate stating that the incapacity was such as would have prevented the officer from doing his normal work;
 - (ii) sufficient sick leave credits being available to the employee;
 - (iii) only normal working or rostered days may be converted;
 - (iv) long service leave credits reinstated after conversion to sick leave not to be used to extend the period of long service leave without special permission.

5. TERMINATION OF EMPLOYMENT

- (a) Where the employment of an employee having not less than 10 years qualifying service is terminated by him or the Trust in circumstances not provided for in subclause (b) or (c) hereof, the employee shall be paid in lieu of his long service leave entitlement (not taken) the cash equivalent of such entitlement calculated pro rata for each completed year of qualifying service on the basis of 13 weeks for each 10 years of service.
- (b) An employee dismissed for serious or wilful misconduct shall not be entitled to payment in lieu of his long service leave entitlement (not taken) except in respect of periods of qualifying service which are whole multiples of 10 years.

Variation

No 2

2.10.76

- (c) Where an employee completes not less than seven years qualifying service is terminated by the Trust for any cause other than serious or wilful misconduct; or by the employee if he has lawfully terminated his contract of service; or by death of the employee, the employee shall be paid –
 - (i) in lieu of his long service leave entitlement (not taken) the cash equivalent of such entitlement calculated pro rata in accordance with subclause (d) hereof; or
 - (ii) if he has not become entitled to long service leave an amount calculated pro rata in accordance with subclause (d) hereof.
- (d) Where an employee is entitled to a payment pursuant to subclause (c) hereof the amount of such payment shall be calculated pro rata in service on the basis of 13 weeks long service leave for each 10 years of qualifying service.
- (e) Where an employee dies during his employment he or his personal representative or any other person shall have no right, claim or entitlement to any payment in lieu of long service leave, but if the officer has completed not less than 7 years of qualifying service at the time of his death the Trust may in its absolute discretion pay an amount calculated in accordance with subclause (d) hereof or any portion of such amount to the personal representatives of the employee or his dependants or next of kin or any

one or more of them in such proportions as the Trust thinks fit with power to determine conclusively for this purpose who is a personal representative, dependant or next of kin of the employee.

6. PAYMENT FOR PERIOD OF LEAVE

- (a) Payment for long service leave shall be at the ordinary rate for the permanent classification of the employee. Ordinary rate means the weekly wage rate plus special payment prescribed by the Award or Agreement for the employee's classification plus service day.

Variation

No 1

1.6.73

- (b1) Where at any time during the period of five years immediately preceding the relevant date (in this clause referred to as the "relevant qualifying period") an employee was engaged on continuous or non-continuous shift work for not less than 26 weeks he shall be paid for the period of long service leave immediately following the relevant date in addition to his ordinary rate at the relevant date of allowance calculated subject to and in accordance with subclauses (b2, (b2) and (b4) hereof, provided that for the purposes of this Clause-

- (i) an employee shall be deemed to be engaged on continuous or non-continuous shift work (as the case may be) during any period of approved leave during which he would have been rostered for shift work according to his regular shift work roster, and during any regularly recurring periods of day work which are part of his regular roster cycle;
- (ii) any period of 26 weeks shall be computed by aggregating continuous periods of not less than two weeks during which the employee was continuously engages on continuous or non-continuous shift work; and
- (iii) a week means any period of seven consecutive days, including any rostered off days provided by the relevant shift roster.

Variation

No 2

9.12.81

- (b2) Where at the relevant date an employee is permanently classified in a classification or permanently appointed to a position the duties of which normally include continuous or non-continuous shift work (in this Clause referred to as a "shift classification") the allowance shall be a percentage of the employee's ordinary rate at the relevant date not exceeding 30% and calculated on the basis of -

- (i) 3 % of his ordinary rate at the relevant date in respect of each complete period of 26 weeks within the relevant qualifying period during which he was engaged on continuous shift work; and
- (ii) 1% of his ordinary rate at the relevant date in respect of each complete period of 26 weeks within the relevant qualifying period during which he was engaged on non-continuous shift work or on a combination of non-continuous shift work and continuous shift work which has not been taken into account under paragraph (1) hereof.

Variation

No 1

1.6.73

- (b3) Where the permanent classification of the employee at the relevant date is not a shift classification but the officer was engaged on continuous or non- continuous shift work for not less than 26 weeks during the relevant qualifying period the employee shall be paid for that period of leave the higher of the following rates –

- (i) the ordinary rate for his permanent classification at the relevant date; or
- (ii) the total of the ordinary day rate as at the last day of his shift work for his shift classification on that day and an allowance calculated on the basis of that rate in the same manner and subject to the same maximum percentage as provided in subclause (b2) hereof, except that for the purpose of such calculation only, the relevant qualifying period shall be deemed to be the five year period immediately preceding such last day of shift work.

Variation

No 1

1.6.73

- (b4) Where the period or periods during which an employee was engaged on continuous or non-continuous shift work within the relevant qualifying period cannot be accurately or reliably ascertained from available records the Trust shall make an estimate thereof from such information as may be obtainable and shall finally and conclusively determine the allowance (if any) payable to the employee pursuant to subclauses (b2) and (b3) hereof.

Variation

No 1

1.6.73

- (c) If any variation occurs in the ordinary rate of an employee during the period of long service leave the Trust shall adjust the rate of payment to that employee accordingly. No such adjustment shall be made to the total rate payable under subclause (b3) paragraph (ii) hereof but where the ordinary rate of the employee at the relevant date as varied pursuant to this subclause exceeds the said total rate he shall be paid his ordinary rate thereafter.
- (d) Area Allowance for employees employed at Leigh Creek shall not be included when calculating payment for long service leave.
- (e) Payment shall be made in one of the following ways:
- (i) in advance for the whole period of long service leave; or
 - (ii) at the same times as payment would have been made if the employee had remained on duty, in which case payment shall, if the employee in writing so requires, be made by cheque posted to an address specified by him; or
 - (iii) in any other way agreed between the Trust and the employee.
- (f) In calculating any long service leave payment any broken part of a day shall be disregarded.

7. EMPLOYMENT DURING LEAVE

No employee shall during any period when he is on long service leave granted under these Regulations engage in any paid employment.

8. DATE OF OPERATION

- (a) These regulations shall come into force on the first day of May 1972 and shall remain in force until revoked by the Board of the Trust or superseded by an award binding on the Trust.
- (b) The accrued rights of any employee to long service leave under the Long Service Leave regulations of the Trust in force on the day prior to the date of operation in (a) above shall not be affected by the coming into force of these regulations.

Variation

No 1

1.6.63

Variation

No 2

2.10.76

Variation

No 3

23.7.77

- (c) Without affecting the accrued rights of any employee, the variations to these Regulations comprised in "Long Service Leave (Wages) Variation Number 1" shall come into force on the 1st day of June 1973, the variations to these Regulations comprised in "Long Service Leave (Wages) Number 2" shall come into force on the 2nd day of October 1976, and the variations to these regulations comprised in "Long Service Leave (Wages) Variation Number 3" shall come into force on The 23rd of July 1977.

Note: This Attachment 15 contains the provisions and arrangements that were agreed between the parties at the time Income Protection Insurance was introduced (in the Utilities Management Pty Ltd Enterprise Agreement 2011). It does not fully or accurately reflect (and is not meant to) all aspects of the final arrangements of the Income Protection Insurance scheme provided under the insurance cover. Income Protection applies to employees irrespective of what superannuation scheme they belong to. As stated in Clause 14, these provisions and arrangements set out the minimum cover to be provided. The actual cover provided varies, in some provisions and arrangements, from the information below. Refer to Attachment 16 for arrangements applying to employees aged 65-69 inclusive.

**INCOME PROTECTION SCHEME
SUMMARY OF BENEFITS**

1. Benefits for employees in Divisions 2 and 3 – Under age 55

- a. EISS covers first 66.67% of earnings, so scheme provides 'top up' of the other 33.33%, to a max of \$400pw (see Note 1)
- b. Personal/carers leave entitlement must be exhausted first, as is the case with existing EISS cover
- c. 78 week maximum benefit period applies (see Note 2)
- d. \$50,000 Accidental Death and TPD, where no benefit is payable under EISS (see Note 3)
- e. Workers Compensation 'top-up', to a max combined total of \$1,200pw (see Note 4)
- f. Cover ceases at age 55 (see Note 5)

2. Benefits for employees in Division 4 - Under age 55

- a. No existing EISS cover exists, so scheme provides 100% of earnings, to a max of \$1,200pw (see Note 1)
- b. Personal/carers leave entitlement must be exhausted first, as is the case with existing EISS cover
- c. 78 week maximum benefit period applies (see Note 2)
- d. \$50,000 Accidental Death and TPD, where no benefit is payable under EISS (see Note 3)
- e. Workers Compensation 'top-up', to a max combined total of \$1,200pw (see Note 4)
- f. Cover ceases at age 55 (see Note 5)

3. Benefits for employees in Division 5 - Under age 60

- a. EISS covers first 66.67% of earnings, so scheme provides 'top up' of the other 33.33%, to a max of \$400pw (see Note 1)
- b. Personal/carers leave entitlement must be exhausted first, as is the case with existing EISS cover
- c. 78 week maximum benefit period applies (see Note 2)
- d. \$50,000 Accidental Death and TPD, where no benefit is payable under EISS (see Note 3)
- e. Workers Compensation 'top-up', to a max combined total of \$1,200pw (see Note 4)
- f. Cover ceases at age 60 (see Note 5)

**4. Benefits for employees in Divisions 2,3 and 4 – Beyond age 55 to a maximum age 65 &
Benefits for employees in Division 5 - Beyond age 60 to a maximum age 65**

- a. No existing EISS cover exists, so scheme provides 100% of earnings, to a max of \$1,200pw (see Note 1)
- b. Benefit payable after 14 days of absence or when personal/carers leave entitlement is exhausted, whichever is greater
- c. 78 week maximum benefit period applies (see Note 2)
- d. \$50,000 Accidental Death and TPD, where no benefit is payable under EISS (see Note 3)
- e. Workers Compensation 'top-up', to a max combined total of \$1,200pw (see Note 4)
- f. Cover and benefits cease after 78 weeks or at age 65, whichever occurs first.

Note 1: Benefit applies to earnings up to a maximum \$1,200pw. Earnings are based on "Average Gross Income" ie Gross Income including overtime, allowances and bonuses for the previous 12 month period, divided by 52.

Note 2: This is the maximum benefit period per claim.

Note 3: This benefit applies regardless of whether the incident occurred at or outside of work.

Note 4: There is a 13 week waiting period for all Workers Comp 'top up' claims.

Note 5: If a claim commences prior to this age and extends beyond this age, the benefit period can continue until the 78 wk maximum benefit period is exhausted.

The scheme can also provide up to \$10,000 for rehabilitation expenses and return to work assistance.

Note: When viewing Attachments 15 and 16 together, it could be construed that the arrangements applying to those aged 65-69 (refer Attachment 16) are superior to those aged less than 65 years of age (refer Attachment 15). That is not the situation. As stated above in this Attachment, the provisions set out in Attachment 15 are those minimum arrangements that were agreed between the parties in 2011.

Note: This Attachment 16 contains the provisions and arrangements that have been established to extend coverage of Income Protection Insurance to employees aged 65-69 inclusive. The information below sets out the summary of arrangements that will apply to employees in that age group.

**INCOME PROTECTION SCHEME
SUMMARY OF ARRANGEMENTS – EMPLOYEES AGED 65-69 INCLUSIVE**

1. If an employee is aged between 65-69 at the time of the claim, the scheme provides a benefit of 75% of earnings, to a maximum of \$1,200 per week (see Note 1)
2. If an employee is aged between 65-69 at the time of the claim, the maximum benefit period for injury is 26 weeks or to age 70, whichever occurs first (see Note 2)
3. If an employee is aged between 65-69 at the time of the claim, the maximum benefit period for sickness is 26 weeks or to age 70, whichever occurs first (see Note 2)
4. If an employee is under the age of 65 at the time of the claim, the scheme provides the following level of benefits (see Note 1):

Category A: 75% of average gross weekly earnings (Employees with earnings over \$83,200 per annum)

Category B: \$1,200 per week (Employees with earnings between \$62,400 and \$83,200 per annum)

Category C: 100% of average gross weekly earnings (Employees with earnings less than \$62,400 per annum)
5. If an employee is under the age of 65 at the time of the claim, the maximum benefit period is 78 weeks (see Note 2)
6. Benefits for all categories are payable after 14 days of absence or when personal leave entitlement is exhausted, whichever is greater
7. \$50,000 Accidental Death benefit (see Note 3)
8. If an employee is eligible for Workers Compensation benefits the maximum 'top up' benefit payable by the scheme is \$1,200 per week (see Note 4)

Note 1: Earnings are based on "Average Gross Income" ie Gross Income including overtime, allowances and bonuses for the previous 12 month period, divided by 52. All benefits are reducible by any other income related entitlements.

Note 2: This is the maximum benefit period per claim.

Note 3: This benefit applies regardless of whether the incident occurred at or outside of work.

Note 4: There is a 13 week waiting period for all Workers Compensation 'top up' benefits. All benefits are reducible by any Workers Compensation or any other income related entitlements.

Note 5: All of the above is further subject to any other requirements contained in the Income Protection Insurance policy documentation which may be applicable.

The scheme can also provide up to \$10,000 for rehabilitation expenses and return to work assistance.

Abandonment of Employment	2.11	26
Aboriginal Lands (LAFH) Allowance and Bonus.....	Appendix 2	106
Adelaide Metropolitan Boundary Map.....	Attachment 8	123
Additional Voluntary Superannuation Contributions	Attachment 5	117
Allowances.....	7.1	51
Allowances – Table 1 – 4	Appendix 2	100
Availability/Bushfire Risk Availability.....	Appendix 2	100
Allowance 1.....	Appendix 2	100
Allowance 2.....	Appendix 2	100
Allowance 3.....	Appendix 2	100
Allowance 4 - Friday Night	Appendix 2	100
Bare Hand Allowance.....	Appendix 2	110
Breakfast Meal Allowance	Appendix 2	108
Cash Handling Allowance.....	Appendix 2	111
Disability Allowances	Appendix 2	102
Duty Officer/Officer in Charge.....	Appendix 2	101
Allowance 1 – Minimum rest period observed.....	Appendix 2	101
Allowance 2 – Minimum rest period not observed	Appendix 2	101
Allowance 3 – 1 in 2 weeks or more frequent	Appendix 2	101
Electrical Workers Allowance	Appendix 2	105
First Aid Allowance	Appendix 2	111
Glove and Barrier Allowance	Appendix 2	110
Line Worker Disability – Full	Appendix 2	102
Line Worker Disability – Partial.....	Appendix 2	102
Living Away From Home Allowance.....	Appendix 2	106
Living Away From Home Incidental Payment	Appendix 2	106
Major Incident Allowance.....	Appendix 2	107
Midday Meal Allowance	Appendix 2	109
Motor Vehicle Allowance.....	Appendix 2	111
Network Operation Centre (NOC) Shift Short Notice Payment	Appendix 2	111
Power House Disability	Appendix 2	103
Overtime Meal Allowance	Appendix 2	108
Remote Areas Payment	Appendix 2	108
Short Notice Travel Allowance.....	Appendix 2	107
Start On Site Allowance	Appendix 2	111
Substandard Accommodation Allowance.....	Appendix 2	108
Substation Disability – Full.....	Appendix 2	103
Substation Disability – Partial	Appendix 2	104
Tool Allowance	Appendix 2	110
Tower Allowance	Appendix 2	109
Allowances	Appendix 2	95
Allowance Payments.....	Appendix 2	99
Availability Allowances	Appendix 2	95
Availability Allowance Payable	Appendix 2	95
Availability Allowance Types.....	Appendix 2	95
Employee Responsibilities – Availability Duty	Appendix 2	95
General	Appendix 2	95
Interruptions to a Duty Officer’s Rest Period.....	Appendix 2	97
Service Anniversary Availability Payment.....	Appendix 2	97
Payment for Time Spent Working at Home by a Duty Officer		
In Response to an SA Power Networks’ Operational Telephone Call	Appendix 2	97
Release from Availability	Appendix 2	95
Disability Allowances	Appendix 2	98
Increase Mechanism.....	Appendix 2	95
Annual Leave - Day Workers.....	8.2	66
Annual Leave Accrual.....	8.2.2	66
Annual Leave Entitlement.....	8.2.1	66
Annual Leave in Advance	8.2.4	66
Payment	8.2.5	67
Payment - Annual Leave	8.2.5.1	67
Payment - Annual Leave Loading	8.2.5.2	67

Sickness while on Annual Leave.....	8.2.6	67
Taking Annual Leave	8.2.3	66
Annual Leave - Shift Workers	9.9	80
Continuous Shift Workers.....	9.9.3	81
Annual Leave Accrual	9.9.3.2	81
Annual Leave In Advance	9.9.3.4	82
Entitlement	9.9.3.1	81
Payment for Annual Leave	9.9.3.5	82
Sickness while on Annual Leave.....	9.9.3.6	82
Taking Annual Leave	9.9.3.3	81
Non-Continuous Shift Workers	9.9.2	80
Annualised Pay	4.10	41
Apprentices.....	10	85
Contract of Training	10.2	85
General	10.1	85
Leave	10.5	86
Lost Time.....	10.6	86
Overtime and Shift Work	10.4	86
Proportion.....	10.8	87
Rates of Pay (Percentage of TSW 1).....	10.3	86
Rates of Pay (Actual amounts).....	Appendix 1B	94
Reimbursement of Educational Fees	10.7	87
AS3000 Training and Book.....	7.12	60
Associate Diploma or Equivalent - Specific Qualifications	4.6.1	39
Availability/Bushfire Risk Availability -	Appendix 2	100
Availability Incentive Payment Scheme	7.15	62
Availability - Release from	Appendix 2	95
Bare Hand Allowance.....	Appendix 2	110
Breakfast Meal Allowance	Appendix 2	108
Case Hardened Lenses	2.13.2	27
Cash Handling Allowance.....	Appendix 2	111
Casual Employment	2.3.4	20
General..	2.3.4.1	20
Overtime	6.4	50
Use of Casuals.....	2.3.4.2	21
Classifications and Remuneration.....	4	33
Annualised Pay.....	4.10	41
Classification Process - Appendix 1A Positions	4.4	35
Grading Resolution Procedure.....	4.3	35
Individual Voluntary Remuneration Agreements (IVRA)	4.9	40
Method of Payment.....	4.12	42
Principles Governing Remuneration – Appendix 1A Positions	4.1	33
Principles Governing Remuneration – Appendix 1B Positions.....	4.2	34
Professional Development Appointments	4.7	39
Rates of Pay on Appointment or Reclassification	4.1.2	33
Remuneration Packaging Agreements (Salary Sacrifice)	4.11	41
Specific Qualifications	4.6	39
Superannuation Guarantee Charge	4.13	43
Temporary Higher Class Duties (THCD)	4.5	37
Classification Review Committee (CRC)	4.4.2	35
Code of Conduct	2.7	22
Cold Places – Special Rates	Appendix 3	112
Compassionate Leave	8.8	74
Documentation.....	8.8.2	74
Entitlement....	8.8.1	74
Overseas Travel	8.8.5	74
Payment of Compassionate Leave.....	8.8.4	74
Taking Of Compassionate Leave	8.8.3	74
Confined Spaces – Special Rates.....	Appendix 3	112
Consultation... ..	3	30
Consultation on the Selection of Providers of Supplementary Labour		

and Contract for Services.....	3.3	31
Consultation on Changes to Roster or Ordinary Hours of Work.....	3.2	31
Consultation and Communication Forum (CCF)	3.4	31
Contract of Employment	2	18
Contractor Parity.....	7.6	58
CRC (Classification Review Committee).....	4.4.2	35
Damage to Clothing, Spectacles and Tools	2.13.3	27
Daylight Saving - Shift Work	9.14	84
Death While Employed	2.10.4	27
Deductions (Authorised Deductions from an Employee's Pay)	4.12.3	42
Defined Term Employment.....	2.3.3	20
Terms and Conditions	2.3.3.3	20
Use of Defined Term Contract	2.3.3.2	20
Definitions – General	1.3	16
Definitions – Shift Work.....	9.2	77
Dirty Work – Special Rates.....	Appendix 3	112
Disability Allowances – Table 2.....	Appendix 2	102
Disciplinary Action.. ..	2.9	23
Alternative to Dismissal	2.9.2	24
Dismissal without Notice	2.9.3	25
Stages	2.9.1	23
Stage 1 - Informal Counselling.....	2.9.1.1	23
Stage 2 - Formal Counselling.....	2.9.1.2	24
Stage 3 - Formal Warning	2.9.1.3	24
Stage 4 - Investigation and Interview which may lead to dismissal.....	2.9.1.4	24
Disciplinary Procedure – Apprentices.....	10.2.4	85
Domestic Violence Leave	8.14	75
Drivers Licence Reimbursement	7.13	60
Length of the Renewal Period.....	7.13.3	61
Licence Renewal	7.13.1	60
Medical Certificates	7.13.4	61
New Employees	7.13.2	61
Duty Officer/Officer in Charge – Availability Allowance	Appendix 2	101
Allowance 1 – Minimum Rest Period Observed	Appendix 2	101
Allowance 2 – Minimum Rest Period Not Observed.....	Appendix 2	101
Allowance 3 – 1 in 2 Weeks or More Frequent.....	Appendix 2	101
Electrical Workers Allowance – Table 3.....	Appendix 2	105
Electrical Workers Registration Fee.....	7.4	58
Electricity Account Network Component (DUOS) Reimbursement.....	Attachment 7	120
Emergency Leave	8.9	75
Employee Facilities	2.15	28
Noticeboards	2.15.2	29
Employment Categories	2.3	18
Casual.....	2.3.4	20
Defined Term.	2.3.3	20
Full Time	2.3.1	18
Part Time/Job Sharing	2.3.2	18
Employment Contract.....	2.2	18
Employees to Work Within Full Range of Skills	2.2.2	18
Term of Employment.	2.2.1	18
Employment Development Opportunities	2.6	22
Engineering Degree - Specific Qualifications	4.6.2	39
Excessive Overtime (Grade 9 and above)	6.1.3	46
Explosive Powered Tools – Special Rates	Appendix 3	112
Fair Treatment	2.8	23
Family and Domestic Violence Leave.....	8.14	75
First Aid Allowance	Appendix 2	110
Flexible Working Arrangements		
Flexitime – Appendix 1A Employees Only.....	Attachment 9	124
19 Day Month	Attachment 10	126
9 Day Fortnight	Attachment 11	127

Flexible Working Options for Mature Age Workers	7.14	61
Friday Night – Availability Allowance 4.....	Appendix 2	100
Glove and Barrier Allowance	Appendix 2	110
Height Money – Special Rates	Appendix 3	113
Hot Weather Policy.....	7.8	59
Hot Places – Special Rates	Appendix 3	113
Incidence and Parties Bound	3	2
Income Protection Insurance.....	13	4
Income Protection Insurance (Max. age 65).....	Attachment 15	140
Income Protection Insurance (Ages 65 – 69 inclusive)	Attachment 16	142
Indicative Tasks Performed By Appendix 1B Employees	12	4
Individual Flexibility Arrangement.....	7.17	64
Individual Voluntary Remuneration Agreements (IVRA)	4.9	40
Irregular Afternoon Work	5.2	44
Issue Resolution.....	11	88
Journey Accident Coverage	7.5	58
Journey Accident Coverage Q&A.....	Attachment 3	114
Junior and Vocational Employees Rates of Pay	Appendix 1A	93
Junior Employees.....	4.1.2.5	34
Jury Service	8.10	75
Leave.....	8	66
Relationship Between this Clause and the National Employment		
Standards	8.1	66
Annual Leave.....	8.2	66
Compassionate Leave	8.8	74
Emergency Leave	8.9	75
Family and Domestic Violence Leave.....	8.14	75
Jury Service	8.10	75
Leave Without Pay.....	8.11	75
Long Service Leave.....	8.4	68
Other Leave.....	8.13	75
Parental/Maternity Leave	8.6	71
Public Holidays	8.7	73
Purchased Annual Leave	8.3	67
Relationship Between this Clause and the National Employment		
Standards	8.1	66
Personal/Carer's Leave	8.5	70
Trade Union Training Leave	8.12	75
Line Work Disability – Full.....	Appendix 2	102
Line Work Disability – Partial	Appendix 2	102
Living Away From Home Allowance (SAP Codes OR03, OR27, OR23, OR24)	Appendix 2	106
Living Away From Home Incidental Payment (SAP Codes OA57, OA56).....	Appendix 2	106
Long Service Leave – Day Workers	8.4	68
Employment While on Long Service Leave	8.4.4	69
Entitlement	8.4.1	68
Payment	8.4.2	69
Sickness While on Long Service Leave	8.4.6	70
Taking of Long Service Leave – Options	8.4.3	69
Termination Provisions	8.4.5	69
Long Service Leave – Shift Workers	9.10	82
Entitlement	9.10.1	82
Payment for Long Service Leave	9.10.2	83
Long Service Leave Regulations 1971 – Salaried Officer.....	Attachment 13	131
Long Service Leave Regulations 1972 – Wages Officer.....	Attachment 14	136
Lost Time Injury Reporting.....	7.7	59
Major Incident Allowance.....	7.16	62
Application of the Allowance	7.16.2	63
Cancellation of a Major Incident.....	7.16.4	64
Declaration of a Major Incident.....	7.16.1	62
Eligible Employees	7.16.3	63
Major Incident Allowance.....	Appendix 2	107

Maternity/Parental Leave.....	8.6	71
Parental Leave	8.6.2	72
Maternity Leave	8.6.3	72
General	8.6.1.3	71
Entitlement to Parental/Maternity Leave.....	8.6.1	71
Return to work in a Full Time Capacity	8.6.4	72
Return to Work in a Part Time Capacity.....	8.6.5	72
Service	8.6.1.1	71
Sickness During Parental/Maternity Leave	8.6.1.4	72
Start/ Finish Dates.....	8.6.1.2	72
Taking of Parental/Maternity Leave - Options.....	8.6.1.6	72
Total Absence	8.6.1.5	72
Meal Allowance on Overtime	6.1.7	48
Meal Allowance on Overtime – Value	Appendix 2	108
Meal and Other Breaks – Day Workers	6.1.6	47
Meal Breaks – Overtime	6.1.6.1	47
Other Breaks – Overtime	6.1.6.2	47
Meal and Other Breaks – Shift Workers	9.8	80
Continuous	9.8.2	80
Non-continuous	9.8.1	80
Meal Break – Ordinary Work - Day Workers	5.3	44
Method of Payment	4.12	42
Deductions	4.12.3	42
Pay Periods	4.12.2	42
Payment into Employee Accounts	4.12.1	42
Records and Pay Advice Information	4.12.4	42
Metropolitan Boundary Map.....	Attachment 8	122
Midday Meal Allowance	Appendix 2	109
Minimum Break – 10 Hour Break	6.1.5	47
Minimum Break – Shift Work	9.11	83
Morning Tea Break (Other Breaks)	5.4	44
Motor Vehicle Allowance – Cents per KM Rate.....	Appendix 2	111
Motor Vehicle Allowance	7.3.5	57
Network Operations Centre (NOC) Personal/Carer's Leave During Float Period... ..	9.12	83
Network Operation Centre (NOC) Shift Short Notice Payment	Appendix 2	111
Network Operation Centre (NOC) Stand Down Payment During Float Period.....	9.13	84
9 Day Fortnight	Attachment 11	127
19 Day Month	Attachment 10	126
No Extra Claims.....	10	4
Noticeboards.....	2.15.2	29
Novated Lease Vehicle – Salary Sacrifice	Attachment 6	118
Ordinary Hours of Work – Day Workers	5	44
Flexible Working Arrangements – Flexitime (For Appendix 1A Employees Only)	Attachment 9	124
Flexible Working Arrangements – 19 Day Month – (7.9 hour day for Appendix1A Employees or 7.58 Hour Day for Appendix 1B Employees)	Attachment 10	126
Flexible Working Arrangements – 9 Day Fortnight – (8.33 hour day for Appendix1A Employees or 8.0 hour day for Appendix 1B Employees).....	Attachment 11	127
Irregular Afternoon Work	5.2	44
Meal Break – Ordinary Work	5.3	44
Normal Hours – Day Workers	5.1	44
Other Breaks (Morning Tea)	5.4	44
Ordinary Hours of Work - Shift Workers	9.5	78
Other Leave	8.12	75
Overseas Travel	7.3.7	58
Overtime – Day Workers	6	46
General	6.1	46
Calculation of Payment – Overtime Eligible Employees	6.1.4	46
Continuous with ordinary hours	6.2	48

Excessive Overtime (Grade 9 and above)	6.1.3	46
Overtime Eligible Employees	6.1.2	46
Minimum Break	6.1.5	47
Overtime - Not continuous with ordinary hours.....	6.3	49
Single Person Availability	6.3.1	49
Requirement and Approval.....	6.1.1	46
Transport of Employees	6.1.8	49
Overtime - Part time/Casual Employees	6.4	50
Standing By	6.5	50
Travelling Time.....	7.3.3	54
Overtime - Shift Workers	9.6	78
Continuous Shift Workers	9.6.2.2	78
General	9.6.1	78
Non-Continuous Shift Workers	9.6.2.1	78
Overtime and Shift Work – Apprentices	10.4	86
Overtime Meal Allowance	6.1.7	48
Overtime Meal Allowance – Value	Appendix 2	108
Overtime Minimum Hours/Penalties Table	6.3 d)	49
Overtime Payments While on Workcover/Availability	7.11	60
Parental/Maternity Leave.....	8.6	71
Parental Leave	8.6.2	72
Maternity Leave	8.6.3	72
General	8.6.1.3	71
Entitlement to Parental/Maternity Leave.....	8.6.1	71
Return to work in a Full Time Capacity	8.6.4	72
Return to Work in a Part Time Capacity.....	8.6.5	72
Service	8.6.1.1	71
Sickness During Parental/Maternity Leave	8.6.1.4	72
Start/ Finish Dates.....	8.6.1.2	72
Taking of Parental/Maternity Leave - Options.....	8.6.1.6	72
Total Absence	8.6.1.5	72
Part Time/Job Sharing Working Agreements.....	2.3.2	18
Accrual of Paid Leave Entitlements.....	2.3.2.2	18
Flexitime	2.3.2.6 e)	20
Full Time to Part Time.....	2.3.2.8	20
General	2.3.2.1	18
Initiation of Part Time/Job Share Employment.....	2.3.2.5	19
Overtime.....	6.4	50
Public Holidays.....	2.3.2.3	18
Regular Discussion Meetings	2.3.2.9	19
Reversion to Full Time Employment	2.3.2.8	19
Variation of Agreement	2.3.2.7	19
Written Agreement.....	2.3.2.6	19
Pay, Allowances and Special Rates Increases	8	3
Pay Advice Records and Information	4.12.4	42
Pay Deposited into Employees Accounts.....	4.12.1	42
Pay Periods	4.12.2	42
Pay Rates		
Appendix 1A July 2017 – Table A – Grades 1–11	Appendix 1A	89
Appendix 1A July 2018 – Table B – Grades 1–11	Appendix 1A	90
Appendix 1A July 2019 – Table C – Grades 1–11	Appendix 1A	91
Appendix 1A July 2020 – Table D – Grades 1–11	Appendix 1A	92
Junior and Vocational – Table E – July 2017, 2018, 2019, 2020.....	Appendix 1A	93
Appendix 1B – Table A – July 2017, 2018, 2019, 2020 – Wages	Appendix 1B	94
Personal/Carer's Leave	8.5	70
Accrual of Personal Leave	8.5.2	70
Documentation of Personal/Carer's Leave (Paid and Unpaid)	8.5.5	71
Entitlement	8.5.1	70
Notification of Personal /Carer's Leave (Paid and Unpaid).....	8.5.3	70
Unpaid Carer's Leave	8.5.4	70
Plain English Rewrite Electricity Corporation Restructure and		

Disposal Act 1999	Attachment 1	8
Power House Disability	Appendix 2	103
Principles Governing Remuneration - Appendix 1A Positions	4.1	33
General	4.1.1	33
Rates of Pay on Appointment or Reclassification	4.1.2	33
Employee applying for and appointed to a position classified at a lower grade.....	4.1.2.3	33
Employee appointed to a position at a higher grade or whose position is reclassified to a higher grade	4.1.2.2	33
Employee applying for and appointed to a position classified at a same grade	4.1.2.4	34
External Appointee	4.1.2.1	33
Junior Employees	4.1.2.5	34
Vocational Employees.....	4.1.2.6	34
Principles Governing Remuneration - Appendix 1B Positions	4.2	34
General	4.2.1	34
Rates of Pay on Appointment	4.2.2	34
Employee appointed from an Appendix 1B position to an equivalent Appendix 1A position – Employee Preference	4.2.2.2	35
Employee appointed from an Appendix 1B position to an equivalent Appendix 1A position – Initiated by Utilities Management	4.2.2.1	34
Probation	2.4	21
Probation – Apprentices	10.2.2	85
Productivity Initiatives – 36 Hour Week (Appendix 1B Employees)	Attachment 12	129
Professional Development Appointments	4.7	39
Public Holidays.....	8.7	73
Entitlement	8.7	73
Payments for work on Public Holidays.....	8.7.2	73
Time off in Lieu of Overtime worked on a Public Holiday.....	8.7.1	73
Purchased Annual Leave.....	8.3	67
Purpose and Principal Objectives of Agreement	7	3
Rates of Pay		
Appendix 1A July 2017 – Table A – Grades 1–11	Appendix 1A	89
Appendix 1A July 2018 – Table B – Grades 1–11	Appendix 1A	90
Appendix 1A July 2019 – Table C – Grades 1–11	Appendix 1A	91
Appendix 1A July 2020 – Table D – Grades 1–11	Appendix 1A	92
Junior and Vocational – Table E – July 2017, 2018, 2019, 2020.....	Appendix 1A	93
Appendix 1B – Table A – July 2017, 2018, 2019, 2020 – Wages	Appendix 1B	94
Redeployment, Relocation and Wage/Salary Maintenance	2.14	28
Redundancy		
Transferred Employees	2.10.5	26
Non Transferred Employees	2.10.6	26
Notice Period – Transferred Employees	2.10.2 a)	25
Notice Period – Non Transferred Employees.....	2.10.2 b)	25
Relocation	2.14	28
Remote Area (LAFH) Payment	Appendix 2	108
Renegotiation Clause.....	5	2
Resignation – Notice Period	2.10.1	25
Rosters (Shift Workers).....	9.7	79
Employees swapping shifts between themselves.....	9.7.3	79
Shift Rosters.....	9.7.1	79
Variations to Rosters	9.7.2	79
Changes to the method of working shifts	9.7.2.1	79
Replacement of an employee on a Shift Roster	9.7.2.2	79
Safety Clothing, Equipment and Tools.....	2.13	27
Case Hardened Lenses	2.13.2	27
Damage to Clothing, Spectacles and Tools	2.13.3	27
General	2.13.1	27
Guarding of Machinery, etc - Application of State Laws.....	2.13.4	27
Protective Equipment - Welding.....	2.13.5	27

Safety Gear - Live Work	2.13.6	28
Tool Storage - Away from Workshop	2.13.7	28
Ventilation	2.13.8	28
Salaried Officer Long Service Leave Regulations 1971	Attachment 13	131
Salary Sacrifice (Remuneration Packaging Agreements)	4.11	41
Salary Sacrifice: Novated Lease Vehicle	Attachment 6	118
Salary Sacrifice: Additional Voluntary Superannuation Contributions	Attachment 5	117
Salary Sacrifice: Flexible Member Superannuation Contributions	Attachment 4	116
Secondment for Vacant Positions	2.5.2	22
Selection and Appointment for Vacant Positions	2.5	22
Conditions applying to appointment to a position in		
Powercor/Citipower	2.5.1	22
Shift Allowances	9.3	77
Averaging of Shift Allowances	9.3.2	77
Ordinary Hours of Work	9.5	78
Standard Shift Allowances	9.3.1	77
Shift Rosters	9.7.1	79
Shift Work	9	77
Annual Leave	9.9	80
Daylight Savings	9.14	84
Definitions	9.2	77
General	9.1	77
Long Service Leave	9.10	82
Meal and Other Breaks	9.8	80
Minimum Break	9.11	83
Network Operations Centre (NOC) Personal/Carer's Leave During		
Float Period	9.12	83
Network Operations Centre (NOC) Stand Down During Float Period	9.13	84
Ordinary Hours of Work	9.5	78
Overtime	9.6	78
Pay Equalisation	9.4	78
Rosters	9.7	79
Shift Allowances	9.3	77
Sick Leave (Refer Personal/Carer's Leave)	8.5	70
Single Person Availability	6.3.1	49
Special Rates	7.2	52
General	7.2.1	52
Increase Mechanism	Appendix 3	112
Payment of Special Rates	7.2.2	52
Special Rates – Table 1	Appendix 3	112
Cold Places	Appendix 3	112
Confined Spaces	Appendix 3	112
Dirty Work	Appendix 3	112
Explosive Powered Tools	Appendix 3	112
Height Money	Appendix 3	113
Hot Places	Appendix 3	113
Slag Wool	Appendix 3	113
Wet Places	Appendix 3	113
Specific Qualifications	4.6	39
Associate Diploma or Equivalent	4.6.1	39
Engineering Degree	4.6.2	39
Standing By	6.5	50
Start On Site Allowance	Appendix 2	111
Substandard Accommodation Allowance	Appendix 2	108
Substation Disability – Full	Appendix 2	103
Substation Disability – Partial	Appendix 2	104
Superannuation Guarantee Charge	4.13	43
Superannuation - Salary Sacrifice Additional Voluntary Contributions	Attachment 5	117
Superannuation - Salary Sacrifice Flexible Member Contributions	Attachment 4	116
Swapping Shifts - Shift employees arranging between themselves	9.7.3	79
Temporary Higher Class Duties (THCD)	4.5	37

General	4.5.1	37
Payment of Temporary Higher Class Duties	4.5.2	37
THCD Pay Point Progression	4.5.5	38
THCD while on Leave	4.5.4	38
THCD while working overtime	4.5.3	37
10 Hour Break - Minimum Break	6.1.5	47
Term of Agreement	4	2
Term of Employment	2.2.1	19
Terms and Conditions of Employment	6	2
Termination of Employment.....	2.10	25
Death While Employed	2.10.4	26
Non Transferred Employees – Redundancy.....	2.10.6	26
Notice Period - Resignation	2.10.1	25
Notice Period – Redundancy Non Transferred Employees	2.10.2 b)	25
Notice Period – Redundancy Transferred Employees.....	2.10.2 a)	25
Payment on Termination	2.10.3	25
Transferred Employees – Redundancy	2.10.5	26
THCD (Temporary Higher Class Duties)	4.5	37
36 Hour Week – Productivity Initiatives	Attachment 12	129
Title.....	2	2
Tool Allowance	Appendix 2	110
Tower Allowance	Appendix 2	109
Trade Union Leave	8.12	75
Training and Acquisition of Additional Skills	2.12	27
Transfer of Business.....	9	4
Travel.....	7.3	53
Laundry Costs Whilst Living Away From Home.....	7.3.8	58
Living Away from Home Allowance	7.3.2	53
Motor Vehicle Allowance.....	7.3.5	57
Overseas Travel.....	7.3.7	58
Staying Away – Hotel/ Motel Type Accommodation Arranged and Paid by Employee.....	7.3.2.2	54
Staying Away – Private Accommodation	7.3.2.1	54
Temporary Secondments/Travel Away from Home	7.3.4	57
Travel Expenses.....	7.3.1	53
Travelling Time	7.3.3	54
Start and Finish on Job Site (whilst living at home)	7.3.3.3	55
Start and Finish Point – Hotel/ Motel	7.3.3.4	56
Travelling When Living Away from Home.....	7.3.3.4 a)	56
Travelling When Living Away from Home – Private Accommodation	7.3.3.4 b)	56
Travelling When Living Away from Home – Private Accommodation Hotel/Motel Type Accommodation Arranged by Employee.....	7.3.3.4.d)	57
Utilities Management Travel and Accommodation Standard of Accommodation	7.3.3.4 c)	57
Temporary Change of Work Location - Within commuting distance.....	7.3.3.2	55
Travelling Outside Ordinary hours	7.3.3.1	54
Union Representation.....	2.16	30
Use of Automatic Vehicle Location Devices.....	7.9	59
Vocational Employees	4.1.2.6	34
Vocational and Junior Employees Rates of Pay	Appendix 1	93
Wage/Salary Maintenance	2.14	29
Wages Officer Long Service Leave Regulations 1972	Attachment 14	135
Wages Employees – Pay Scale	Appendix 1	94
Wet Places – Special Rates	Appendix 3	113

IN THE FAIR WORK COMMISSION**FWC Matter No.:**

AG2018/1455

Applicant:

Utilities Management Pty Ltd

Undertaking- section 190

I, Theresa Hines, Manager Human Relations of Utilities Management Pty Ltd (UMPL) give the following undertakings with respect to the (Utilities Management Pty Ltd Enterprise Agreement 2018) **(the Agreement)**:

1. I have the authority given to me by UMPL to provide this undertaking in relation to this application before the Fair Work Commission.
2. UMPL will apply the dispute resolution procedure contained in clause 11 of the Agreement to any dispute arising under the National Employment Standards as contained in Part 2-2 of the *Fair Work Act 2009* (Cth)
3. In the event that the application of clause 2.10.1 of the Agreement produces a result that is less favourable than the notice of termination provisions as contained in section 117 of the *Fair Work Act 2009* (Cth), UMPL will apply section 117.
4. In the event that the application of clause 2.10.6 of the Agreement produces a result that is less favourable than the redundancy pay provisions as contained in section 119 of the *Fair Work Act 2009* (Cth), UMPL will apply section 119.
5. If the employment of an employee covered by the Agreement comes to an end because of the application of clause 2.11 (Abandonment of Employment), UMPL will provide the employee with notice (or payment in lieu) in accordance with section 117 of the *Fair Work Act 2009* (Cth)
6. UMPL does not currently employ any employees at the lower levels of Grade 1 (Appendix 1A), which appear to offer rates of pay below the Award. UMPL will ensure that any employee engaged in Grade 1 (Appendix 1A) will be paid at a rate equal to the greater of:
 - a. \$788.87 [per week] (Grade 1 Step 10, as at 1 July 2018, Table B, page 90); or
 - b. 2 pay steps higher than the minimum wages payable to the relevant employee as prescribed by the Award at any point in time during the life of the Enterprise Agreement.

Employer name: Theresa E Hines**Authority to sign: Affirmative****Signature** **Date: 14 August 2018**