

RIN08

Ausgrid agreement 2012



FAIR WORK
COMMISSION

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ausgrid
(AG2013/7076)

AUSGRID AGREEMENT 2012

Electrical power industry

SENIOR DEPUTY PRESIDENT HAMBERGER

SYDNEY, 27 JUNE 2013

Application for approval of the Ausgrid Agreement 2012.

An application has been made for approval of an enterprise agreement known as the *Ausgrid Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act).

I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), NSW Local Government, Clerical, Administrative, Energy, Airlines & Utilities Branch of the Australian Services Union, Association of Professional Engineers, Scientists and Managers Australia (APESMA), CPSU, Community and Public Sector Union, SPSF Group NSW Branch, Australian Workers' Union, Construction, Forestry, Mining and Energy Union, Mining and Energy Division, NSW Energy District and 'Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union' known as the Australian Manufacturing Workers' Union (AMWU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover it. In accordance with s.201(2) of the Act I note that the Agreement covers the organisations.

The Agreement is approved and will operate from 4 July 2013. The nominal expiry date of the Agreement is 18 December 2014.



SENIOR DEPUTY PRESIDENT

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Ausgrid Agreement 2012

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1 TITLE

This Agreement is to be known as the Ausgrid Agreement 2012.

2 COVERAGE

2.1 The persons covered by this Agreement are:

- Ausgrid
- Employees employed in the classifications listed in this agreement
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia [CEPU]
- Australian Municipal, Administrative, Clerical and Services Union New South Wales United Services Branch [USU/ASU]
- Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch [APESMA]
- Community and Public Sector Union [CPSU]
- Australian Workers' Union [AWU]
- Construction, Forestry, Mining and Energy Union (Mining and Energy Division) NSW Branch [CFMEU]
- Australian Manufacturing Workers' Union (Vehicle Division) [AMWU]

2.2 This Agreement covers employees to the exclusion of the Electrical Power Industry Award 2010, rescinds and replaces all awards and previous Ausgrid Agreements between the persons covered by this agreement including but not limited to the Ausgrid Agreement 2010 including schedules 1 to 4 Inclusive.

2.3 This Agreement shall cover all current and future employees of Ausgrid who are engaged in the classifications set out in Appendix 1 of this Agreement (including any additional classifications introduced in accordance with Sub-clause 2.7). The Unions covered by this Agreement are acting as agents for employees who are members or eligible to be members of the relevant union.

2.4 Ausgrid recognises it is necessary to maintain a solid core workforce of permanent employees with others (e.g. casuals, fixed term, labour hire and contractors) assisting or supplementing where business so demands. Wherever practicable, Ausgrid will endeavour to employ permanent employees.

2.5 This Agreement shall have no application to any employee employed under a Fair Work compliant individual contract as a senior manager.

2.6 This Agreement shall take effect as from 19 December 2012 until 18 December 2014 (the term).

2.7 The persons covered by this Agreement agree to making additions to Appendix 1C 'Classifications', of this Agreement by consent where new employment classifications are created by Ausgrid. In the event that a new employment classification is created by Ausgrid, the persons covered by this Agreement agree that the role shall be evaluated in accordance with Sub-clauses 8.2 - 8.5 to determine the appropriate rate of pay.

- 2.8 The Persons covered by the Agreement agree that the remuneration payable under this Agreement is in satisfaction of any entitlements or benefits under any award or applicable enterprise agreement that applies to the employees covered by this Agreement.
- 2.9 The Persons covered by the Agreement agree not to make any claims, in their own right or for or on behalf of any employee, for any entitlements or benefits under any award or other applicable industrial instrument that applies to the employees covered by this Agreement.
- 2.10 Any remuneration paid by Ausgrid to an employee covered by this Agreement, which is in excess of the legislated basic minimum hourly amount payable to the employee, may be offset against any claim by an employee for entitlements or benefits under any other award or industrial instrument which might be found to apply to the employee.
- 2.11 Negotiations for a replacement agreement will commence within the 6 month period, but no later than 4 months, before the expiry of this Agreement.

3 DEFINITIONS

- 3.1 **"Appointed Grade"** means the position to which an employee has been appointed by the Chief Executive Officer other than under the provisions of Clause 44, Higher Grade Pay.
- 3.2 **"Day Off"** means a day off in accordance with a regular nine day fortnight working period arrangement.
- 3.3 **"Chief Executive Officer"** means the Chief Executive Officer of Ausgrid.
- 3.4 **"Medical Officer"** unless specified otherwise, means Ausgrid's Medical Officer or a medical practitioner acting on Ausgrid's behalf.
- 3.5 **"Ordinary Rate of Pay"** means the rate of pay applicable to the appointed grade of an employee as prescribed in this Agreement and does not include shift allowance, weekend and/or holiday or other penalty rates of pay.
- 3.6 **"Resignation"** means voluntarily leaving the service of Ausgrid.
- 3.7 **"Retirement-Age"** means termination of service in accordance with Sub-clause 38.4.
- 3.8 **"Retirement-Ill Health"** means terminating of service by Ausgrid on account of ill-health, it being certified by Ausgrid's Medical Officer, or a medical practitioner as agreed between the Chief Executive Officer and the Secretary of the Union concerned, that such ill-health renders the employee unable in the future to perform the duties of the employee's appointed position or equivalent.
- 3.9 **"Rostered Day Off"** means a day off for a shift worker under a shift work roster; or for a day workers, means a week day Monday to Friday on which the employee is not required to work because the employee has worked additional time which has accrued towards a day off.
- 3.10 **"Service"** means service calculated in accordance with provisions of Clause 39, Calculation of Service.
- 3.11 **"Trade classifications"** are occupational groups whose members are required to serve an apprenticeship.

- 3.12 **"Permanent Part-time employee"** means an employee who is engaged for less than full time ordinary hours as prescribed by the Agreement, with regular days and number of hours each week.
- 3.13 **"Casual employee"** means an employee who is engaged to work on an hourly or daily basis, with a minimum engagement of three (3) hours.
- 3.14 **"Fixed Term Employment"** means when it is not expected that there will be an on going need for the position. A fixed term employee is one who is engaged for a fixed period.

4 DISPUTE SETTLEMENT PROCEDURE

4.1 Objectives

The objective of the dispute settlement procedure is to ensure:

- (a) disputes are resolved at their source and at the lowest possible level;
- (b) employees address the issue with their supervisor first;
- (c) the dispute remains in the part of the organisation concerned without interference from employees not involved; and
- (d) during the course of this procedure the status quo will be maintained by both parties, and without prejudice to either party, work shall continue in the manner and under the conditions it was carried out prior to the dispute arising.
- (e) The objective of this DSP is to ensure that disputes relating to the relationship between the employer and employees are dealt with according to this clause.

4.2 Three Tiered System

TIER	LOCAL MATTER	CORPORATE WIDE MATTER
Tier 1 Local Level	Resolution of the issue or dispute is sought at its source with involvement of the following: <ul style="list-style-type: none"> • supervisor with manager (if required). • employee/s concerned with union delegate (if requested) 	
Tier 2 Corporate Level	If unresolved at local level, resolution is sought at a corporate level with involvement of the following: <ul style="list-style-type: none"> • Union Organiser, relevant local Delegate and Employee/s (if necessary) • Manager/s affected, local manager/s, General Manager People & Services and Manager Employee Relations. 	Claims or issues may be raised by either: <ul style="list-style-type: none"> • Employee/s, • Union/s, or • Ausgrid Resolution of the issues raised should involve: <ul style="list-style-type: none"> • Relevant member/s of Ausgrid Management and any other necessary resources, and • Union's Organisers and relevant Delegates to ensure input reflects the organisation or the issues

		raised.
Tier 3 Tribunal Level	<p>If the issues remain unresolved the matter may be referred to the Fair Work Commission for conciliation and or arbitration with the rights of the parties to appeal being reserved.</p> <p>The process before the Fair Work Commission must be free from industrial action.</p> <p>The parties may agree that a person other than the Fair Work Commission can deal with a dispute in accordance with section 740 of the <i>Fair Work Act 2009</i>. In the absence of such agreement, the dispute will be dealt with by the Fair Work Commission.</p>	<p>If the issues remain unresolved the matter may be referred to the Fair Work Commission for conciliation and or arbitration with the rights of the parties to appeal being reserved.</p> <p>The process before the Fair Work Commission must be free from industrial action.</p> <p>The parties may agree that a person other than the Fair Work Commission can deal with a dispute in accordance with section 740 of the <i>Fair Work Act 2009</i>. In the absence of such agreement, the dispute will be dealt with by the Fair Work Commission.</p>

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

4.3 Responsibilities of those Involved in Resolving the Dispute

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

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

5 CONSULTATION

- 5.1 The term 'consultation' is understood as a process of seeking information, seeking advice, exchanging views and information, and taking the views and information into consideration before making a final decision.
- 5.2 Consultation regarding workplace change. Ausgrid seeks to continually improve its work processes and where possible to adopt the best practice in terms of efficiency and productivity in all work areas. Ausgrid's employees and their unions commit to supporting and contributing positively to the process of workplace change and improvement and agree not to unduly delay or frustrate the process described within this clause.

5.2.1 Employer to notify:

5.2.1.1 Before Ausgrid has made a final decision to introduce changes in production, program, organisation, structure, technology or policies that are likely to have an effect on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

Employees and Unions that may be impacted on by the proposals for change will be consulted and will be able to provide input on how any changes may be implemented.

5.2.1.2 Effects include, but not limited to, termination of employment; changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work including; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.

5.2.2 Employer to discuss change:

5.2.2.1 The employer will consult with the employees affected and their representatives, if any, the introduction of the changes in 5.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and consider the matters raised by the employees and/or their representatives in relation to the changes.

5.2.2.2 For the purposes of such discussion, the employer will provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.

If there is any dispute during the abovementioned process then the persons covered by this Agreement agree to resolve the dispute through the resolution procedure at Clause 4.

5.3 The commitment to consultation for change necessarily encompasses a high level of information exchange and sharing information. The persons covered by this Agreement therefore agree to maintain the confidentiality of commercially sensitive information at all times.

5.4 The persons covered by this Agreement may communicate jointly with the employees about issues and achievements, which affect the workplace. They will not unjustly criticise each other or seek to publicly denigrate the views of the other.

5.5 Peak Consultative Committee ("PCC")

5.5.1 The PCC will be established comprising the relevant Senior Executives, Managers of Divisions, Union Officials and Employee representatives to consult with respect to the specific issue/s.

5.5.2 These meetings will focus on but are not limited to, organisational change and workplace reform.

- 5.5.3 If a matter raised at the PCC is under consideration at another Committee, it may be noted at the PCC.
- 5.5.4 The PCC shall meet on at least a quarterly basis or on an as need basis; however, members of the PCC shall be afforded a minimum of one (1) weeks notice of any proposed meeting.
- 5.5.5 The PCC shall have an independent Chair agreed by the PCC members and members shall participate in appropriate training to fulfil their duties. A charter shall be developed by the PCC members and agreed.

Other management representatives and union officials are ex-officio members of this committee.
- 5.6 Local Consultative Committee ("LCC")
 - 5.6.1 Up to a maximum of five LCCs will be established across the Ausgrid franchise area.
 - 5.6.2 LCCs will discuss matters relevant to the local area. Matters relevant across the company or classifications or applicable to other geographic areas will be referred to the PCC for consideration.
 - 5.6.3 Membership of each LCC will be made up of representatives of management and employee elected employee representatives from the local area work group/classification. Union officials are also invited to attend.
 - 5.6.4 LCCs will meet at least every second month or more regularly if required.
 - 5.6.5 Management will chair the LCCs. Minutes will be taken and shared with committee members and distributed to the other LCCs and the PCC.
- 5.7 At the commencement of a consultation process on a specific issue, the persons covered by this Agreement will reach agreement on a timetable and process reflecting the nature, circumstances and complexity of the issue.
- 5.8 The persons covered by this Agreement have the right to refer the matter into the Dispute Settlement Procedure at any time.

6 OUTSOURCING/CONTRACTING OUT

- 6.1 Basic Principles:
Outsourcing or contracting out will not diminish the working conditions of this Agreement.
- 6.2 Work will only be outsourced or contracted out when it can be demonstrated that:
 - 6.2.1 peak workloads cannot be met by Ausgrid's workforce including reasonable overtime; or
 - 6.2.2 where specific expertise, not available in Ausgrid's workforce, is required. Where recurring work requires such expertise, Ausgrid will make efforts to obtain this expertise by training and/or reorganising its existing workforce. Ausgrid will keep the relevant union(s) informed about such training and reorganisation; or

- 6.2.3 the use of outsourcing or contracting out the work is commercially the most advantageous option taking into account safety, quality, performance, and cost.
- 6.3 In circumstances where Ausgrid is examining outsourcing or contracting out of work activities:
 - 6.3.1 The PCC will serve as a forum for Ausgrid to inform and consult the unions and their members about contracting out and outsourcing proposals;
 - 6.3.2 Ausgrid will advise the employees and their union(s) and provide them the appropriate time (relevant to the nature of the proposal) to respond with suitable proposals in respect of possible alternative arrangements to outsourcing or contracting out;
 - 6.3.3 The persons covered by this Agreement including relevant work groups/employees may, via the consultative process in this Agreement, utilise external benchmarking prior to market testing to permit internal efforts to improve efficiencies and become more competitive. Prior to expressions of interest or tenders being called, where employee generated alternatives are received, such alternatives will be considered;
 - 6.3.4 Expressions of interest or tenders when advertised shall be timed so as to provide the employees with an opportunity to submit a conforming expression of interest or tender. If an employee generated conforming expression of interest or tender is submitted, it will be evaluated together with external submissions consistent with the tendering and probity procedures of Ausgrid.
 - 6.3.5 If it is subsequently determined that expressions of interest or tenders are to be invited, Ausgrid will provide the union(s) with a copy of the document which has been prepared.
 - 6.3.6 In evaluation of conforming expressions of interest or tenders, any comparisons will be made on a basis discounting any overheads that would continue even if the work was outsourced or contracted out. Such overheads would typically include tendering costs, contract administration, contract supervision and the cost of any redundancies which may arise as a result of the decision to outsource or contract out.
- 6.4 When a decision is made by Ausgrid to outsource/contract out work not already outsourced or contracted out, or in a review of existing contracts, Ausgrid will consider a contract to a contractor that demonstrates:
 - 6.4.1 contractor(s) undertaking the outsourced /contracted out work will have wages and conditions that are no less favourable than that provided for in the contractor's relevant industrial instrument.
 - 6.4.2 it has established appropriate industrial relations policies and practices which promote harmonious employee relations and minimise the risk of industrial disputes and that it complies with appropriate safety standards, environmental standards and quality standards to a level commensurate with the standards Ausgrid expects.
 - 6.4.3 if after engagement of a contractor a person covered by this Agreement provides sufficient evidence that a contractor is not providing its employees with correct statutory entitlements, Ausgrid will use an independent organisation to audit compliance with these entitlements. If the audit

confirms that there is a breach of the statutory entitlements of the Contractor's employees, Ausgrid will take appropriate action.

- 6.5 In the event that Ausgrid has determined to outsource or contract out work, affected employees will have access to the full range of options available under all relevant Ausgrid policies which apply at the time. These options will include training and / or retraining.
- 6.6 Any person covered by this Agreement may refer this process to the Dispute Settlement Procedure in this agreement.
- 6.7 The persons covered by this Agreement will comply with their obligations under clause 5 of this Agreement prior to enacting the above. Nothing in this clause diminishes the obligations under clause 5.

7 WORK HEALTH AND SAFETY

- 7.1 For the purpose of the clause, the following definitions shall apply:
 - 7.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - 7.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 7.2 Where Ausgrid engages a labour hire business and/or a contract business to perform work wholly or partially on Ausgrid's premises, Ausgrid shall do the following (either directly or through the agency of the labour hire or contract business):
 - 7.2.1 Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - 7.2.2 Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - 7.2.3 Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - 7.2.4 Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 7.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety

Act 2011 or the Workplace Injury Management and Workers' Compensation Act 1998.

8 TRAINING

- 8.1 Skill development and continuous learning is a critical foundation for the continued success of the organisation.
- 8.2 Changes to an employee's work shall not justify an increase in pay unless the change in the work constitutes such a significant net addition to the work requirements that it warrants creation of or advancement to a new classification. Changes in work value can only arise from changes in the nature of work, the level of skill required or the level of responsibility exercised.
- 8.3 Whether or not a job warrants re-classification shall be determined by the Manager Human Resource Operations in consultation with relevant persons.
- 8.4 Where it is determined that the job warrants re-classification the evaluation will be carried out by a properly constituted job evaluation committee. A properly constituted job evaluation committee shall comprise one union representative, a management representative and the Job Evaluation Administrator.
- 8.5 Competency/Skills-based classification structures will be progressively developed and refined, in line with work and job design, which recognises organisational and employee needs.

However, the persons covered by this Agreement agree there will be no further claims for skills structure reviews with work-value related effect.

- 8.6 All Competency/Skill-based classification structures will:
 - 8.6.1 provide the basis for pay and progression linked to the acquisition and use of skills within the scope of the classification;
 - 8.6.2 enhance the opportunities for workplace flexibility,
 - 8.6.3 meet the needs of the organisation,
 - 8.6.4 address the joint requirements of improved productivity, quality and performance, and development opportunities for individuals.
- 8.7 It is recognised that skill and learning differences between specific work areas or locations will exist despite organisation wide requirements for fairness and employee mobility.
- 8.8 Supporting Mechanisms
 - 8.8.1 To support the competency/skills-based classification structures, employees may be given the opportunity to become skilled in:
 - 8.8.1.1 Workplace Training (the delivery of workplace training);
 - 8.8.1.2 Skill Module Development (the design of competency-based modules);
 - 8.8.1.3 Workplace Assessment (the assessment of competency against agreed competency standards); and
 - 8.8.1.4 Reading, writing, numeracy and spoken communication.

- 8.8.2 The identification of competency/skill development requirements will be assisted by Ausgrid's performance development system.
- 8.9 Learning Time
- 8.9.1 On and off the job learning opportunities will be available to employees to meet the training needs of the organisation.
- 8.9.2 Wherever practicable, this will take place in normal working time.
- 8.9.3 Where learning and skill development takes place out of hours, employee family commitments will be taken into consideration.
- 8.9.4 Payments for learning undertaken outside normal hours will be determined on a case by case basis, prior to commencement of the program. However, when it is agreed, where such training is linked to a competency/skills based structure, payments will be made at the rate agreed between the persons covered by this Agreement, not to be less than ordinary rates.
- 8.9.5 Penalty rates shall apply to all management-directed and/or regulatory training that occurs outside normal working hours.

9 WAGES & SALARIES

- 9.1 Employees covered by this Agreement as classified in Appendix 1C are to be paid the appropriate wage or salary according to their approved pay point as per Appendix 1. Wages under this agreement will increase as shown in the table below.

Date	19/12/2012	18/12/2013
Percentage	2.7%	2.7%

- 9.2 The rates of pay set out in Appendices 1 include an "Ausgrid Allowance". This is set a shown in the table below:

Date	19/12/12	18/12/13
Amount per week	\$51.74	\$53.14

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

10 METHOD OF PAYMENT

- 10.1 Employees shall be paid by direct transfer to a maximum of five major financial institutions, with a registered BSB number.
- 10.2 Employees shall be paid weekly on the agreed day.

- 10.3 On termination employees will be paid all wages and entitlements on the date of termination or by agreement.

11 ALLOWANCES

11.1 Qualified Supervisor Electrical Work Allowance

Only paid to employees who are appointed as trades people and who hold a current NSW Qualified Supervisor Electrical Work. The allowance is also payable to employees who were appointed certain positions prior to 10 December 1981 whether or not they hold an electrician licence. The positions eligible for this allowance as at 19 December 2012 will remain eligible for the allowance for the term of this Agreement. The Qualified Supervisor Electrical Work Allowance remains an all purpose allowance. (Appendix 1D Allowances Item No. 28).

11.2 Electrical Safety Rules and Skills Allowance

Only paid to employees who are appointed to electrical positions who have passed the test and knowledge of the rules and who are required to work or supervise or direct work in accordance with those rules. The positions eligible for this allowance as at 19 December 2012 will remain eligible for the allowance for the term of this Agreement. The allowance is also payable to employees who were appointed to certain positions prior to 22 December 1981. Employees will be required to undergo refresher training. Effective on and from 19 December 2000, apprentice electricians are paid the allowance from the date they complete the Electrical Safety Rules Test. ESRA remains an all purpose allowance but is frozen at the rate paid on 16 June 2012. (Appendix 1D, Allowances, Item No. 25).

11.2.1 Employees in trade classifications (as defined) other than electrician are entitled to 80% of the Electrical Safety Rules Allowance paid to electricians. (Appendix 1D, Allowances, Item No. 27).

11.2.2 Pro-rata Safety Rules Allowance paid to Electricity Supply Operatives who have passed an abridged version of the Safety Rules Test. This allowance is calculated at 60% of the Electrical Safety Rules Allowance. To be known as Safety Rules Electricity Operative Allowance (Appendix 1D, Allowances, Item No. 26).

11.3 Plumber's Registration Allowance is paid to an employee who is required to hold a Qualified Supervisor Plumbing Draining and Gas Fitting in the course of employment. Paid for all purposes. (Appendix 1D, Allowances, Item No. 29).

11.4 Employees, other than shift workers, in a continuous process, when in charge of depot, office or telephone during a meal break shall be paid the extra rate set out in (Appendix 1D, Extra Rates, Item No. 13).

11.5 Employees who are required to use materials containing asbestos or to work in close proximity to employees using such material shall be paid the amount in (Appendix 1D, Extra Rates, Item No. 16). This is paid for the disability of wearing protective gear.

11.6 Employees who are engaged in removing asbestos or any method of sealing asbestos shall be paid the amount in (Appendix 1D, Extra Rates, Item No. 17). This is paid for the disability of wearing protective gear.

11.7 Pneumatic machine tool workers in charge of an air-compressor shall be paid the extra rate set out in (Appendix 1D, Extra Rates, Item No. 18).

- 11.8 Employees engaged on unusually dirty work or work of a particularly offensive nature shall be paid the extra rate set out in (Appendix 1D, Extra Rates, Item No. 20).
- 11.9 Employees, other than shift workers, in a continuous process, when in charge of plant during a meal break shall be paid the extra rate set out in (Appendix 1D, Extra Rates, Item No. 14).
- 11.10 Employees who are accredited as an interpreter with the National Accreditation Authority for Translators and Interpreters (NAATI) and are nominated to be paid a Community Language Allowance because they are frequently called on to act as interpreters shall be paid the amount in (Appendix 1D, Extra Rates, Item No. 22).
- 11.11 Employees engaged in handling silicate of cotton, slag wool, insulwool or other similar loose material shall be paid the amount in (Appendix 1D, Extra Rates, Item No. 19). This is paid for the disability of wearing protective gear.
- 11.12 Employees appointed to trades positions and engaged in bricklaying, carpentry, painting, plastering, plumbing and sign writing who are required to supply and maintain their own tools of trade shall be paid the tool allowance prescribed from time to time in the appropriate State Award (Appendix 1D, Extra Rates Item No. 30, 31, 32).
- 11.13 Employees engaged on any chokage and who are required to open any soil pipe, waste pipe or drain pipe conveying offensive material shall be paid the amount prescribed from time to time in the Plumbers and Gas Fitters (State) Award.
- 11.14 Sustenance Allowance

Where an employee is required to work at a location which is not their usual place of work and are required to stay overnight, and when arrangements have not been made for accommodation, meals and/or general out of pocket expenses paid in advance by Ausgrid then the employee shall be paid the sustenance allowance rate outlined in (Appendix 1D, Extra Rates, Item No. 23). Application of this clause will be provided to the employee in writing prior to the employee being required to work at a location that is not their usual place of work, including an overnight stay.

12 PRODUCTIVITY AND WORK PRACTICE DEVELOPMENT

- 12.1 Productivity and work practice development is the foundation of Ausgrid continuing to be a safe workplace and reliable supplier to our customers.
- 12.2 Ausgrid, its employees and the Unions covered by this Agreement (refer Sub-clause 2.1) understand that the adoption of new technology and regular review of work processes and, when identified, the removal of inefficient or redundant activities constitutes a vital element in improving Ausgrid's business objectives and are committed to seeking continuous improvement in all that we do.
- 12.3 Ausgrid, its employees and the Unions covered by this Agreement undertake to achieve Australia's best practice and business success through increased productivity measured in terms of safety, timely completion of work, quality and cost.

13 HOURS OF WORK

- 13.1 Ordinary Hours

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

13.1.1 The provision of service;

13.1.2 The work of the branch, section or team; and

13.1.3 The personal circumstances of the employees, including parental responsibilities.

The hours of work for individual employees including start and finish times will be determined by agreement only after consultation with their manager which will take into account 13.1.1, 13.1.2 and 13.1.3 above. Individual schedules will not be altered so often that would be disruptive to the work organisation and employee's home lives. If it is proposed that the ordinary hours extend beyond eight (8) hours per day or 1800 hours or on a weekend, the relevant union will be invited to participate in the consultations. In all other circumstances the union will be notified and will be involved if requested by the employees.

13.2 Maximum Hours to be Worked

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

Employees will not be required to work in excess of 12 hours a day without receiving overtime in terms of Clause 15 Overtime.

13.3 Span of Hours

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

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

13.4 Normal Working Week

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

13.5 Flexibility

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

In these cases, the total ordinary hours should not exceed 72 over two weeks. Also, in these cases, work in excess of 12 hours per day or after 1800 hours, or on a Saturday, Sunday or Agreement/Public Holiday will still attract the appropriate penalty rates.

- 13.6 This clause applies except in the case of flexible part-time employees or where a Local Workplace Flexibility Agreement is in place.

14 SHIFT WORK

14.1 Definitions

- 14.1.1 **"Shift Work"** – work which is rostered outside the normal spread of hours and which provides for two or more shifts on a day and which requires employees to rotate or alternate in working the shifts.
- 14.1.2 **"Shift Worker"** is an employee who works shifts. An employee does not cease to be a shift worker during a period of leave for the purposes of determining accrued leave entitlements, pursuant to Clause 26.
- 14.1.3 **"Afternoon Shift"** is a shift finishing between 1800 and 2400 hours.
- 14.1.4 **"Early Morning Shift"** is a shift commencing between 0500 and before 0630 hours.
- 14.1.5 **"Seven Day Shift worker"** is a shift worker who is rostered to work on each day of the week and to be clear is a shift worker for the purposes of the *Fair Work Act 2009* National Employment Standards. Seven Day Shift workers are paid the rates in Appendix 1B.
- 14.1.6 **"Night Shift"** is a shift finishing between 2400 and 0800 hours.

14.2 Shift Allowance

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

14.3 Shift Penalty Rates

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

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

- 14.3.1 Saturday – Time and one half of the shift hours,
- 14.3.2 Sunday – Double Time, and
- 14.3.3 Agreement/Public Holiday – Double Time and an ordinary day's pay.

14.4 Change of Roster

- 14.4.1 Shift workers should normally be given at least five (5) days' notice of a change of shift or a change of roster. Where this is not possible the employee will be paid double time for the first shift after the change.
- 14.4.2 Where an employee is given less than five (5) days' notice of a change of shift or roster and the change results in the employee working additional shifts, then the employee shall be allowed an equal amount of time off at a mutually agreed time. If it is not practical for the employee to be allowed time off within four (4) weeks, the employee shall be paid for the extra shifts at double time.

- 14.4.3 The provisions in 14.4.1 and 14.4.2 above do not apply to employees who are classified as relief shift workers.
- 14.5 Day workers who are required to work shifts
 - 14.5.1 Day workers may be required to work shifts.
 - 14.5.2 Day workers who are required to work shifts shall be paid not less than an additional 30 per cent for the first ten (10) afternoon and/or night shifts in lieu of the shift allowance. The shift allowance is still payable where the shifts occur on a Saturday, Sunday or Agreement/Public Holiday.
 - 14.5.3 After working ten (10) consecutively rostered afternoon and/or night shifts, unbroken by a return to normal day work, an employee shall be deemed to be a shift worker.
 - 14.5.4 The additional payments in Sub-clause 14.5.2 do not apply where a day worker is appointed to shift work at the employee's own request, or as a result of having applied for and obtained a permanent position involving shift work.
- 14.6 **"Continuous Afternoon or Night Work"** is work that is performed continuously in the afternoon or night. A person working continuous afternoon or night work is not considered to be a shift worker as defined above at 14.1.2.
 - 14.6.1 A day worker who is required to commence working continuous afternoon or night work shall be paid for the first five (5) shifts at time and a half or at the rate otherwise provided in this Agreement, whichever is the greater. These shifts may be organised so that an employee receives at least a full week's pay.
 - 14.6.2 After working five (5) consecutively rostered continuous afternoon or night shifts, unbroken by a return to normal day work, the employee is deemed to be a continuous afternoon or night worker.
 - 14.6.3 An employee engaged on continuous afternoon work or continuous night work as defined in this Agreement, who works on:
 - 14.6.3.1 any day other than an Agreement/Public Holiday shall be paid ordinary rates plus 30% for all time worked;
 - 14.6.3.2 an Agreement/Public Holiday shall be paid ordinary rates plus 30% for all time worked in addition to an ordinary day's pay.
 - 14.6.4 The additional payments in Sub-clause 14.6.1 do not apply where a day worker is appointed to shift work at the employee's own request, or as a result of having applied for and obtained a permanent position involving shift work.
- 14.7 This clause applies except where a Local Workplace Flexibility Agreement is in place.

15 OVERTIME

- 15.1 Reasonable Overtime
 - Subject to Sub-clause 15.1.1, Ausgrid may require an employee to work reasonable overtime at overtime rates.

- 15.1.1 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - 15.1.1.1 any risk to the employees' health and safety
 - 15.1.1.2 the employee's personal circumstances including any family responsibilities
 - 15.1.1.3 the needs of the workplace
 - 15.1.1.4 the notice (if any) given by Ausgrid of the overtime and by the employee of his or her intention to refuse it, and
 - 15.1.1.5 any other relevant matter.
- 15.2 Overtime Hours
 - 15.2.1 All time worked in excess of the scheduled ordinary hours shall be overtime unless the employee and the manager have altered them by agreement on a casual basis in accordance with Sub-clause 13.1 Hours of Work.
 - 15.2.2 All time worked outside the period 0600 – 1800 hours Monday to Friday shall be overtime unless the majority of employees and their manager have entered into a Local Workplace Flexibility Agreement which complies with Clause 24 Local Workplace Flexibility.
- 15.3 Overtime rates
 - 15.3.1 All overtime which commences between midnight Sunday and midday Saturday shall be paid at time and a half for the first two (2) hours and double time thereafter.
 - 15.3.2 All overtime which commences between midday Saturday and midnight Sunday shall be paid at double time.
 - 15.3.3 All overtime which commences on an Agreement/Public Holiday is paid at double time and a half until the employee finishes.
 - 15.3.4 In the case of day workers, all work done on an Agreement/Public Holiday during the time which would have been the employee's normal working time is paid at triple time.
 - 15.3.5 All overtime worked by shift workers on a day on which they are rostered off shall be paid at double time until released from duty. Shift workers are not entitled to overtime as a result of changed shifts which they organise amongst themselves.
- 15.4 No payment will be made for unauthorised overtime.
- 15.5 Rest period after Overtime
 - 15.5.1 Where overtime is necessary, whenever possible it shall be organised so that employees shall have at least ten (10) consecutive hours off duty. If so much overtime is worked that an employee cannot take a ten (10) consecutive hour break before the normal commencement time, they shall be entitled to time off without loss of normal pay until they have had a ten (10) consecutive hour break. If a ten (10) hour break is not given then the employee is paid double time for all hours worked until a ten (10) consecutive hour break is taken.

- 15.5.2 If a day worker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight (8) hours and 0400 hours, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.
- 15.5.3 If an employee is required to resume duty after being recalled to work overtime which exceeds four (4) hours, whether continuous or not, before having an ten (10) hour break, the employee shall be paid double time for all hours worked until a break of ten (10) consecutive hours has been taken.
- 15.6 Recall to work Overtime
 - 15.6.1 Except where overtime is continuous (subject to a reasonable meal break) with the usual commencing or ceasing times of either a day worker's ordinary working hours or a shift worker's ordinary rostered shift on a day upon which the employee has been rostered on, "Recalled to work overtime" means:
 - 15.6.2 a direction given to an employee to commence overtime work at a specified time which is two (2) hours or more prior to either the employee's usual or rostered commencing time, or one (1) hour or more after the employee's usual or rostered ceasing time (whether notified before or after leaving the employee's place of work); or
 - 15.6.3 a notification given to an employee after completion of the employee's day's work directing the employee to take up overtime work; or,
 - 15.6.4 a notification given to an employee whose normal hours do not include work on a Saturday, Sunday or Agreement holiday to work on any such day; or
 - 15.6.5 a notification given to a shift worker to work on a rostered day off.
- 15.7 An employee, who is recalled to work overtime and is not On Call, as provided in Clause 16 On Call, shall be paid for a minimum of four (4) hours at the appropriate overtime rate.
 - 15.7.1 The payment for an employee who is recalled to work overtime commences from the time the employee receives the call and continues until the employee arrives home.
 - 15.7.2 Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four (4) hours if the job to which the employee was recalled, or which the employee was required to perform, is completed within a shorter period.
- 15.8 This clause applies except where a Local Workplace Flexibility Agreement is in place.

16 ON CALL

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

- 16.2 An employee who is on call for less than a whole week shall be paid one fifth (1/5th) of the allowance for each working day (Monday – Friday) or part thereof and one quarter (1/4) of the allowance for each Saturday, Sunday or Agreement/Public Holiday or part thereof up to a maximum of the full allowance.
- 16.3 An employee who is on call is required to be available for emergency and/or breakdown work at all times outside the employee's usual hours of duty. Upon receiving a call for duty, the employee is to proceed directly to the job.
- 16.3.1 Emergency and/or breakdown work includes restoring supply to our customers or making equipment safe which has failed or is likely to fail or maintenance work which is essential to prevent a supply failure. This includes work not only on Ausgrid's equipment but also on our customers' equipment.
- 16.4 Payment for a call out shall commence from the time the employee receives a call and continues until the employee arrives back home. Payment is at the appropriate overtime rate as detailed in Sub-clause 16.6.
- 16.4.1 Employees who are on call are not confined to their homes but they must be reasonably available so that they would not be delayed by more than 15 minutes in addition to the time it would normally take to travel from their homes to the place where the work is to be performed. Any delays in excess of 15 minutes will not be paid unless specifically authorised.
- 16.5 An employee may be required to attend any other calls which arise prior to returning home.
- 16.6 Call outs are paid at double time with a minimum one (1) hour payment. Call outs during an Agreement/Public Holiday are paid at double time and a half with a minimum one (1) hour payment.
- 16.7 Employees who are called out are entitled to a minimum of one (1) hour's pay at double time each time they are called out.
- 16.8 If a day worker is recalled to work overtime between the time determined by extending the employee's usual ceasing time on the previous day by eight (8) hours and 0400 hours, the employee's normal starting time the next day shall be put back by the number of hours worked between those times or paid at double time for the number of hours worked between those times.
- 16.9 If an employee is required to resume duty after a call out which exceeds four (4) hours, whether continuous or not, before having a ten (10) hour break, the employee shall be paid double time for all hours worked until a break of ten (10) consecutive hours has been taken.
- 16.10 Normal meal break and meal allowance provisions apply to overtime worked on call outs.
- 16.11 This clause applies except where a Local Workplace Flexibility Agreement is in place.

17 STANDING BY

- 17.1 This clause applies to employees who are directed to stand by in readiness to work overtime. It does not apply to employees who are on call.

- 17.2 Employees who are standing by shall be paid at ordinary rates from the time the employee commences standing by until the time the employee is directed to commence overtime or to cease standing by.
- 17.3 This clause applies except where a Local Workplace Flexibility Agreement is in place.

18 MEAL BREAK / MEAL ALLOWANCE

- 18.1 Meal breaks during ordinary hours shall be of at least a half hour duration. The actual duration and timing of the break shall be set after considering the location and nature of the work and may be altered from time to time in consultation with the employees concerned.
- 18.2 If an employee is required to work longer than five (5) ordinary hours without a meal or work break, they shall be paid time and a half until a meal break is taken.
- 18.3 Meal Breaks and Meal Allowances are subject to the following conditions:
 - 18.3.1 For all overtime which commences immediately after an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes and a meal allowance after the first hour and a half actually worked. The second meal break and second meal allowance become an entitlement after a total of four (4) hours actually worked. Every subsequent period of four (4) hours actually worked shall entitle the employee to another meal break and meal allowance.
 - 18.3.2 For all overtime which commences immediately before an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes after each period of four (4) hours actually worked. The employee shall be entitled to a meal allowance after the first two (2) hours actually worked. Another meal allowance shall become an entitlement after a total of eight (8) hours are actually worked. Every subsequent period of four (4) hours actually worked shall entitle the employee to another meal allowance.
 - 18.3.3 For all overtime which is not continuous with an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes and a meal allowance after each period of four (4) hours actually worked.
- 18.4 An employee may, by mutual agreement, extend a meal break on overtime up to a total period of one (1) hour provided that any time in excess of 20 minutes is unpaid.
- 18.5 Meal breaks which occur during periods of overtime should be taken at the time they fall due unless the employee seeks to defer the break to a later time.
- 18.6 This clause applies except where a Local Workplace Flexibility Agreement is in place.

19 PART-TIME EMPLOYMENT

- 19.1 A part-time employee shall be paid a pro rata rate commensurate with their normal hours worked each week.
- 19.2 A part-time employee shall be entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.

- 19.3 The persons covered by this Agreement will consult before introducing a new area of part-time employment.

20 CASUAL EMPLOYMENT

- 20.1 Casual Employees shall be paid a loading of 20 per cent which shall be in lieu of all entitlements provided under this Agreement including sick leave and annual leave other than those prescribed below:
- 20.1.1 Long Service Leave in accordance with the Long Service Leave Act.
 - 20.1.2 Time and half plus the 20 per cent loading for all hours worked in excess of eight (8) hours per day or 72 hours per fortnight or outside the spread of hours or on a Saturday before midday.
 - 20.1.3 Double time plus 20 per cent for all hours worked after midday on a Saturday or on a Sunday or an Agreement/Public Holiday.
 - 20.1.4 Casual employees shall be eligible for meal allowances and meal breaks as provided in Clause 18 Meal Break/Meal Allowance of this Agreement.
- 20.2 Provided that casual employment will not be introduced into any new area of Ausgrid's operations without prior consultation with the relevant union or unions.
- 20.3 The objective of this clause is for Ausgrid to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in Ausgrid's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full time or part-time employees.
- 20.3.1 A casual employee engaged by Ausgrid on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six (6) months shall thereafter have the right to elect to have their ongoing contract of employment converted to permanent full time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this sub-clause.
 - 20.3.2 Ausgrid shall give such an employee notice in writing of the provisions of this sub-clause within four (4) weeks of the employee having attained such period of six (6) months. However, the employee retains their right of election under this sub-clause if Ausgrid fails to comply with this notice requirement.
 - 20.3.3 Any casual employee who has a right to elect under Sub-clause 20.3.1, upon receiving notice under Sub-clause 20.3.2 or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to Ausgrid that they seek to elect to convert their ongoing contract of employment to full time or part-time employment, and within four (4) weeks of receiving such notice from the employee, Ausgrid shall consent to or refuse the election, but shall not unreasonably so refuse. Where Ausgrid refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the Dispute Settlement Procedure contained in Clause 4.

- 20.3.4 Any casual employee who does not, within four (4) weeks of receiving written notice from Ausgrid, elect to convert their ongoing contract of employment to full time employment or part-time employment will be deemed to have elected against any such conversion.
- 20.3.5 Once a casual employee has elected to become and been converted to a full time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Ausgrid.
- 20.3.6 If a casual employee has elected to have their contract of employment converted to full time or part-time employment in accordance with Sub-clause 20.3.3, Ausgrid and the employee shall, in accordance with this paragraph, and subject to Sub-clause 20.3.3 discuss and agree upon:
- 20.3.6.1 whether the employee will convert to full time or part-time employee, and
- 20.3.6.2 if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked will be consistent with any other part-time employment provisions of this Agreement .
- Provided that an employee who has worked on a full time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between Ausgrid and the employee.
- 20.3.7 Following an agreement being reached pursuant to Sub-clause 20.3.6, the employee shall convert to full time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full time or part-time employment, it shall be dealt with as far as practicable and with expedition through the Dispute Settlement Procedure contained in Clause 4.
- 20.3.8 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this Sub-clause.
- 20.3.9 Disputes regarding the application of this Sub-clause
- 20.3.9.1 Where a dispute arises as to the application or implementation of Sub-clause 20.3, the matter shall be dealt with pursuant to the Dispute Settlement Procedure contained in Clause 4.

21 LABOR HIRE/AGENCY HIRE WORKERS

- 21.1 Persons covered by this agreement recognise the need for Ausgrid to engage labour hire workers from time to time to meet short term business needs. Ausgrid will consult with the relevant persons in relation to the prospective need for labour hire engagement. In this context, the persons covered by this Agreement recognise short term as a maximum of six months except in circumstances where consultation has taken place prior to any extension of this time frame.

- 21.2 The persons covered by this Agreement will consult before introducing a new area of labour hire

22 FIXED TERM EMPLOYMENT

- 22.1 Fixed term employees shall be paid and be entitled to all the conditions under this Agreement which are appropriate.
- 22.2 A fixed term employee does not include a casual employee.
- 22.3 Fixed term appointments may be made for a period of up to 12 months. At the expiration of that period work requirements will be reviewed by the parties.
- 22.4 Fixed term employment shall not be used as an alternative to full time employment.
- 22.5 The persons covered by this Agreement will consult before introducing a new area of fixed term employment

23 JOB-SHARING

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

24 LOCAL WORKPLACE FLEXIBILITY

- 24.1 This clause is intended to provide the means by which the effect of conditions in this Agreement may be varied as a result of an arrangement which is mutually agreed at the local workplace.
- 24.2 This clause is intended to apply to classifications or work groups of employees, not individuals.
- 24.3 A Local Workplace Flexibility Agreement may vary the effect of conditions of employment that are provided in the following clauses:

Clause 13 Hours of Work (Span of Hours)

Clause 14 Shift Work
Clause 15 Overtime
Clause 16 On Call
Clause 17 Standing By
Clause 18 Meal Break
Clause 41 Excess Travel

- 24.4 A Local Workplace Flexibility Agreement may only be created where the following requirements have been complied with:
- 24.4.1 The employees are not disadvantaged when the local workplace agreement is viewed as a whole.
 - 24.4.2 The majority of employees affected agree after taking all views into consideration including the need to maintain effective working relationships.
 - 24.4.3 The appropriate union has been advised prior to the commencement of discussions with the employees concerned.
 - 24.4.4 The Local Workplace Flexibility Agreement is not contrary to any law and does not jeopardise safety.
 - 24.4.5 The Local Workplace Flexibility Agreement will improve efficiency and/or customer service and/or job satisfaction.
 - 24.4.6 Local Workplace Flexibility Agreements shall be recorded in writing and signed by the manager of the Ausgrid business unit and the relevant union, and a representative of Unions NSW. Where more than one (1) union has coverage of the position affected by the Local Workplace Flexibility Agreement then the unions with coverage and Unions NSW will be signatories to the Agreement.
 - 24.4.7 Managers shall give fair consideration to requests from staff for flexible work arrangements and ensure that work arrangements do not discriminate or work against particular employees.
- 24.5 Individual employees may opt out of a local workplace agreement if its operation will cause him/her genuine personal or family hardship and they can do so without disrupting the pattern of work or inconvenience customers. Transfer to another equivalent position will be considered in these circumstances.

25 INDIVIDUAL FLEXIBILITY TERM

- 25.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 25.2 The agreement deals with one or more of the following matters:
- 25.2.1 taking accumulated RDOs;
 - 25.2.2 Salary Sacrifice
- 25.3 The arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in this clause; and the arrangement is genuinely agreed to by the employer and employee.

- 25.4 The employer must ensure that the terms of the individual flexibility arrangement:
 - 25.4.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 25.4.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and result in the employee being better off overall than the employee would be if no arrangement was made.
- 25.5 The employer must ensure that the individual flexibility arrangement:
 - 25.5.1 is in writing; and
 - 25.5.2 includes the name of the employer and employee; and
 - 25.5.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - 25.5.4 includes details of:
 - 25.5.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and
 - 25.5.4.2 how the arrangement will vary the effect of the terms; and
 - 25.5.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - 25.5.5 states the day on which the arrangement commences.
- 25.6 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 25.7 The employer or employee may terminate the individual flexibility arrangement:
 - 25.7.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 25.7.2 if the employer and employee agree in writing at any time.

26 ANNUAL LEAVE

- 26.1 Employees, excluding shift workers, shall accumulate 144 hours of annual leave in each complete year of service.
- 26.2 This leave will be approved by Ausgrid provided that adequate employees are available to meet the needs of the organisation.
- 26.3 Annual leave may be taken in any combination of separate periods. These should be taken in whole days.
- 26.4 Payment for annual leave shall be at the ordinary rate of pay. See Clause 44 Higher Grade Pay in relation to Higher Grade Pay.
- 26.5 Employees may be allowed to take a period of annual leave in advance of its accrual, subject to approval. Where their employment subsequently terminates before the leave has accrued on a pro rata basis, Ausgrid may deduct any pre-payment from their termination pay.
- 26.6 Any Agreement/Public Holidays which occur during annual leave shall not be deducted from annual leave entitlements.

- 26.7 Rostered days off do not accrue during periods of annual leave.
- 26.8 Seven Day Shift workers shall accumulate 200 hours of annual leave in each complete year of service. Other shift workers shall accumulate 160 hours of annual leave in each complete year of service.
- 26.9 Employees who have worked as Seven Day Shift workers for part of a year shall receive a pro rata entitlement to additional annual leave.
- 26.10 When an employee ceases employment for any reason, they shall be paid for any annual leave which has not yet been taken for each completed year of service. The employee shall also be paid a pro rata amount for any leave which has not been taken for any partly completed year of service. Payment for all outstanding annual leave shall be at the ordinary rate which applied at the time employment ceased. (See Clause 44 in relation to Higher Grade Pay).
- 26.11 Employees shall not commence annual leave whilst on sick leave or accident leave.
- 26.12 All annual leave is paid at the employee's ordinary rate of pay which includes, all purpose allowances as defined and Higher Grade Pay where applicable (See Clause 44 Higher Grade Pay). Shift workers are paid for their annual leave at their ordinary rate inclusive of shift allowances or receive an annualised holiday loading paid at 1.65% each week, whichever is the greater.
- 26.13 Employees may use single days of annual leave to look after sick relatives or deal with emergencies. In these circumstances, the employee should provide his/her manager with as much notice as possible before the scheduled start of work.
- 26.14 Where an employee has an annual leave balance in excess of 40 days for a day worker or 50 days for a shift worker, the employee and manager will develop a plan to reduce the annual leave balance to less than 40 or 50 days respectively.
- 26.15 Annual leave maybe taken at half pay.

27 SICK LEAVE

- 27.1 Employees are entitled to access paid sick leave when their personal illness or injury prevents them from attending their workplace.
- 27.2 Visits to a doctor or dentist during the employee's normal working hours and any other part day absences will be debited against the employee's sick leave entitlements.
- 27.3 Sick leave will not be paid where the absence arises from participation in any activity where the employee is paid by other than Ausgrid.
- 27.4 In determining an employee's total sick leave credit, service with an organisation which has merged with Ausgrid will be taken into account.
- 27.5 Where an employee has exhausted their entitlement to paid sick leave, additional leave with pay may be granted if the circumstances warrant it.
- 27.6 Where an employee has exhausted their entitlement to paid sick leave, and is granted leave without pay, that period may or may not count as service as determined by Ausgrid.
- 27.7 After three months an employee is entitled to 24 hours sick leave.
After a total of six months an employee is entitled to an additional 32 hours.
After a total of 12 months an employee is entitled to an additional 64 hours.

After a total of 18 months an employee is entitled to an additional 48 hours.
After a total of 24 months an employee is entitled to an additional 72 hours.
After a total of 36 months an employee is entitled to an additional 120 hours.
After a total of 48 months an employee is entitled to an additional 120 hours.
After a total of 60 months an employee is entitled to an additional 144 hours.
After every 12 months thereafter an employee is entitled to an additional 144 hours.
Any untaken portion of the entitlement shall accumulate for use in future years.

- 27.8 An employee who is diagnosed as being so sick that they are not expected to ever be fit for normal duties shall be "Retired-Ill Health". The date of retirement will normally be the date that their sick leave entitlements are exhausted. However, the employee will have the option to take a lump sum payment for sick leave in accordance with Clause 40 Cashing in Sick Leave and retire after any sick leave which accrued after 15 February 1993 has been exhausted. No additional sick leave entitlements will accrue from the date the diagnosis is made.
- 27.9 If an employee provides medical evidence that they were injured or sick whilst on annual leave or long service leave to such an extent that they were unable to derive benefit from the leave, then the period of leave which is affected will be re-credited provided it is at least of five (5) consecutive working days duration.
- 27.10 Agreement/Public Holidays and RDOs which occur during periods of sick leave are not counted as sick leave.
- 27.11 Subject to Sub-clause 27.12 below, a certificate from a medical practitioner is required for all claims for sick pay which exceed two (2) working days. However, where the relevant manager considers an employee's sick leave record to be unsatisfactory, the employee may be required to produce a medical certificate to cover all absences for the next 12 months.
- 27.12 Claims for sick leave and/or pay not covered by a medical certificate shall not be made more frequently in any year of service than:
- in the case of employees with less than one (1) years service, a medical certificate is required for all occasions where a claim for paid sick leave is made;
 - in the case of employees with one (1) year but less than five (5) years service – four (4) occasions in a service year.
 - In the case of employees with five (5) years or more service – seven (7) occasions in a service year.
- 27.13 Paid sick leave will not be available for absences on either the last working day before, or the first working day after, an Agreement/Public Holiday provided for in Clause 36, annual leave or long service leave, unless a medical certificate is provided.
- 27.14 A medical certificate should include the following information:
- Name of employee
 - Name of doctor and signature
 - Reason for absence *
 - Period during which the employee is unfit for work, and
 - Date of issue.

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

- 27.15 Where an employee is required to obtain a medical certificate it should be obtained during the period of absence on sick leave and not be obtained retrospectively. This requirement may be waived in extenuating circumstances.
- 27.16 Part day absences shall be debited against the employee's sick leave entitlement.
- 27.17 Employees will make reasonable efforts to notify their supervisor as close to the normal start time as practical if they are going to be absent on sick leave.
- 27.18 If there is any dispute about a doctor's diagnosis in relation to sick leave, a second opinion may be obtained from another doctor jointly selected by the persons covered by this Agreement. This second opinion will be deemed to settle the dispute. Any cost for obtaining the second opinion will be paid by the person that the decision goes against.

28 LONG SERVICE LEAVE

- 28.1 Long Service Leave shall accrue according to the following scale:
- | | |
|--|----------------------|
| After ten years service | 13 weeks |
| After 15 years service | Additional 8½ weeks |
| After 20 years service | Additional 13½ weeks |
| After each additional five years service | Additional 13 weeks |
- 28.2 All long service leave is paid at the employee's ordinary rate of pay as defined.
- 28.3 An employee who has completed five years service and less than ten years service with Ausgrid and whose employment terminates for any reason other than misconduct, shall be entitled to payment of 1.3 week's pay for each year of service and pro rata for partly completed years to the nearest day.
- 28.4 An employee who has completed ten or more years service with Ausgrid whose employment terminates for any reason other than misconduct, shall be entitled to the following pro rata long service leave, minus any periods of long service leave already taken:
- | | |
|---------------------------------|--------------------|
| Ten years service | 13 weeks |
| Between 10 and 15 years service | 1.7 weeks per year |
| Between 15 and 20 years service | 2.7 weeks per year |
| After 20 years service | 2.6 weeks per year |
- Pro rata amounts will be paid for partly completed years to the nearest day.
- 28.5 Employees who have continuity of service with an organisation which merged with Ausgrid or whose service with a previous employing organisation is recognised by Ausgrid for long service leave purposes, will have that service and any periods of long service leave taken into consideration in calculating their entitlement in terms of Clause 39, Calculation of Service.
- 28.6 Employees shall not commence long service leave whilst on sick or accident leave.
- 28.7 Employees shall give at least four weeks notice of their intention to take long service leave. Shorter notice may be agreed, subject to work requirements.
- 28.8 Long service leave may be taken at half pay. All long service leave will be taken in amounts no less than one day.

29 ACCIDENT LEAVE AND PAY

- 29.1 "Accident Pay" means an amount of pay equal to the difference between the amount of workers' compensation received and the ordinary rate of pay.
- 29.2 Where an employee has been injured in the course of employment at Ausgrid, they shall be paid Accident Pay and Workers' Compensation for a combined total period up to 52 weeks, provided that employment continues with Ausgrid.
- 29.3 Additional periods of accident pay may be granted by Ausgrid where circumstances warrant it.
- 29.4 A certificate from a medical practitioner is required for all claims for accident pay. If there is any dispute between doctors, the persons covered by this Agreement will select a third doctor whose opinion will settle the matter of accident pay.
- This will not determine the issue of liability which will be settled by the Workers' Compensation Commission if the persons covered by this Agreement cannot agree.
- 29.5 A medical certificate should include the following information:
- Name of employee
 - Name of doctor and signature
 - Reason for absence
 - Period during which the employee is unfit for work and
 - Date of issue.
- 29.6 If an employee receives a settlement or compensation in relation to an injury or illness which has resulted in a claim on Ausgrid for paid sick leave or paid accident leave, then the employee shall repay Ausgrid the sum of the actual pay received to a maximum not exceeding the settlement or compensation received. In such cases, the amount of sick leave which was reimbursed will be re-credited to the employee.

30 SPECIAL LEAVE

- 30.1 Special Leave may be granted for the following purposes:
- 30.1.1 Blood donations,
 - 30.1.2 Attending to union matters, including training and official conferences
 - 30.1.3 Attending Employee Assistance Program
 - 30.1.4 Personal.
- 30.2 Special Leave may be granted with or without pay by agreement.
- 30.3 Special Leave may or may not count for service by agreement.
- 30.4 An employee who is required to attend for Jury Service will be granted leave which will count as service. An employee will be paid the difference between their normal rate of pay and the amount paid for Jury Service.
- 30.5 Special Leave with pay will be granted to employees for their first appointment under the Employee Assistance Program. Subsequent appointments are subject to Sub-clauses 30.2 and 30.3 above.
- 30.6 Employees are encouraged to use RDOs or single days of annual leave to cover other absences. The employee should provide his/her manager with as much notice as possible before the scheduled start of work.

- 30.7 An employee who is required to attend military training will have such periods counted as part of service, up to a maximum of 14 days per year. The employee will be paid the difference between the ordinary rate currently paid and amount paid for military training, on production of evidence of the employee's attendance and money paid to the employee.

31 COMPASSIONATE LEAVE

- 31.1 An employee, is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family (as defined in clause 32.3), or a member of the employee's household:
- 31.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
 - 31.1.2 sustains a personal injury that poses a serious threat to his or her life; or
 - 31.1.3 dies.
- 31.2 Compassionate leave for permanent employees is with out loss of pay for ordinary hours occurring during the period of the compassionate leave
- 31.3 Compassionate leave for casual employees is unpaid
- 31.4 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- 31.4.1 to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 32.3; or
 - 31.4.2 after the death of the member of the employee's immediate family or household referred to in clause 32.3.
- 31.5 An employee may take compassionate leave for a particular permissible occasion as:
- 31.5.1 a single continuous 2 day period; or
 - 31.5.2 2 separate periods of 1 day each; or
 - 31.5.3 any separate periods to which the employee and his or her employer agree.
 - 31.5.4 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- 31.6 Ausgrid must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of Ausgrid to engage or not engage a casual employee are not otherwise affected.

32 CARER'S LEAVE

- 32.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub-paragraph 32.3, who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for in Clause 27 Sick Leave, for absences to

provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of one day.

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

Where the persons covered by this Agreement are unable to reach agreement the disputes procedure at Clause 4 should be followed.

- 32.2 The employee shall, if required,
- 32.2.1 establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - 32.2.2 establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, an employee must not take carer's leave under this sub-clause where another person had taken leave to care for the same person.
- 32.3 The entitlement to use sick leave in accordance with this clause is subject to:
- 32.3.1 the leave being taken to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care and support because of:
 - 32.3.1.1 a personal illness, or personal injury affecting the member, or
 - 32.3.1.2 an unexpected emergency affecting the member.
- 32.4 An employee shall, wherever practicable, give the employer reasonable notice prior to the intention to take leave; the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 32.5 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in Sub-clause 32.3 above who is ill or who requires care due to an unexpected emergency.
- 32.6 An employee may elect with the consent of the employer, to take annual leave not exceeding ten (10) days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the employer and employee, for the purposes of providing care to a class of person set out in Sub-clause 32.3.
- 32.6.1 An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- 32.7 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- 32.8 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.

- 32.9 If, having elected to take time as leave, in accordance with Sub-clause 32.7, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- 32.10 Where no election is made in accordance with the said Sub-clause 32.7, the employee shall be paid overtime rates in accordance with the Agreement.
- 32.11 An employee may elect, with the consent of Ausgrid, to work 'make-up-time' under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
- 32.12 An employee on shift work may elect, with the consent of the employer, work 'make-up-time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- 32.13 An employee may elect, with the consent of the employer, to take a RDO at any time.
- 32.14 An employee may elect, with the consent of the employer, to take RDOs in part day amounts.
- 32.15 An employee may elect, with the consent of the employer, to accrue some or all RDOs for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- 32.16 This sub-clause is subject to the employer informing each union which is both party to the Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- 32.17 Personal Carer's Entitlement for casual employees
 - 32.17.1 Subject to the evidentiary and notice requirements in Sub-clauses 32.2 and 32.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Sub-clause 32.3 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - 32.17.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - 32.17.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

33 PARENTAL LEAVE

- 33.1 The following provisions shall also apply in addition to those set out in Chapter 2, Part 2-2, Division 5 – 'Parental leave and related entitlements' of the National Employment Standard (NES) under the *Fair Work Act 2009* (Cth); and the *Paid Parental Leave Act 2010* (Cth). The provisions within this clause shall also operate

in conjunction with the relevant policies and procedures adopted by Ausgrid from time to time.

33.2 Parental Leave

33.2.1 Employees who are eligible for Parental leave without pay shall be entitled to receive up to 14 weeks of paid leave (or 28 weeks at half pay) included in the 12 months approved at their ordinary rate of remuneration to assist the employee's ability to reconcile work and family responsibilities and to return to work within the maximum timeframe, if consented, as determined at Sub-clause 33.3.

33.2.2 An employer must not fail to re-engage a regular casual employee because the:

33.2.2.1 employee or employee's spouse is pregnant

33.2.2.2 employee is or has been immediately absent on parental leave

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

33.3 Right to request

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

33.3.1.1 extend the period of simultaneous unpaid parental leave use up to a maximum of eight (8) weeks

33.3.1.2 extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months

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

33.3.1.4 assistance in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under Sub-clauses 33.3.2 must be recorded in writing.

33.4.1 Request to return to work part-time

Where an employee wishes to make a request under Sub-clause 33.3.1.3 such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

33.5 Other Parent Leave

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

33.6 Communication during all forms of parental leave

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

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

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

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

33.6.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with Sub-paragraph 33.6.1.

33.7 Adoption Leave

Any employee may take unpaid leave in connection with the adoption of a child under five years of age for a maximum of 52 weeks. Additional adoption leave provisions are as per the Ausgrid Parental Leave Policy as at 19 December 2010.

34 CAREER BREAK

34.1 Employees are eligible to apply for a career break to meet personal, family or community responsibilities, e.g. study, child rearing, looking after a sick relative, personal development, etc.

34.2 A career break provides between three (3) months and one (1) year of unpaid leave and may be combined with other leave to provide a total period of absence up to two (2) years.

34.3 Employees who take a career break maintain continuity of employment but the period of leave does not count for service.

34.4 Employees who take a career break will be able to return to either their old position or an equivalent position.

35 DOMESTIC VIOLENCE

35.1 General Principle

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

35.2 Definition of Domestic Violence

- 35.2.1 Domestic violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member as defined in this Agreement.

35.3 General Measures

- 35.3.1 Proof of domestic violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 35.3.2 All personal information concerning domestic violence will be kept confidential in line with Ausgrid Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- 35.3.3 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.
- 35.3.4 Ausgrid will identify a contact in Human Resources who will be trained in domestic violence and privacy issues. Ausgrid will advertise the name of the contact within the organisation.
- 35.3.5 An employee experiencing domestic violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- 35.3.6 Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 35.4 and 35.5.
- 35.3.7 Ausgrid will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports domestic violence.

35.4 Leave

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

35.5 Individual Support

35.5.1 In order to provide support to an employee experiencing domestic violence and to provide a safe work environment to all employees, Ausgrid will approve any reasonable request from an employee experiencing domestic violence for:

35.5.1.1 Changes to their span of hours or pattern or hours and/or shift patterns;

35.5.1.2 Job redesign or changes to duties;

35.5.1.3 Relocation to suitable employment within the Ausgrid;

35.5.1.4 A change to their telephone number or email address to avoid harassing contact;

35.5.1.5 Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

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

36 AGREEMENT/PUBLIC HOLIDAYS

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

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

36.2 Ausgrid Employee Day is an employee day for all employees who are covered under this Agreement and is in substitution for the first day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State.

*For ex-Sydney Electricity employees this will be the second Friday in March. For ex-Orion Energy employees this will be a day determined between the persons covered by this Agreement.

36.3 In addition, employees shall be entitled to the day off work without loss of pay for any other days which are gazetted as Public Holidays throughout NSW.

36.4 Any Agreement/Public Holiday which falls during a period of annual leave, sick leave or long service leave shall not be debited against that leave.

- 36.5 If an Agreement/Public Holiday occurs on an employee's scheduled day off or RDO then the employee shall receive an additional day's pay at the ordinary rate or shall be entitled to another day off in lieu.
- 36.6 An employee who is absent from duty without approval on the working day prior to, or the working day after, an Agreement/Public Holiday shall not be entitled to pay for that holiday or the unauthorised absence.
- 36.7 Where an employee has been on unauthorised leave for more than five (5) consecutive working days, which may include an RDO, the employee is not eligible to be paid for any Agreement/Public Holidays which occur during the leave.
- 36.8 An employee who is on call on an Agreement/Public Holiday shall be entitled to another day off in lieu.

37 ROSTERED DAYS OFF (RDO)

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

The normal working arrangement for employees is nine (9) eight (8) hour days per fortnight and RDOs are normally taken on a Monday or Friday.

This may be varied using a Workplace Flexibility Agreement.

- 37.1.1 Those employees working in the Contact Centre as Customer Service Representatives or Team Leaders with access to RDOs shall have their RDOs rostered on a rolling basis across Monday to Friday with a three (3) month timetable, based on business requirements.

- 37.2 Employees can accumulate up to five (5) RDOs which can be taken at any time subject to mutual agreement after having regard to the needs of the work area and the needs of the employees.

This may be varied by using an individual flexibility arrangement in accordance with clause 25.

When an employee takes more than two (2) consecutive RDOs and another employee acts in his/her job, then that employee shall be eligible for higher grade pay.

- 37.3 If employees need time off for an emergency or unforeseen event, they are encouraged to use accumulated RDOs or to take a RDO in advance. In all circumstances, the employee should provide his/her manager with as much notice as possible before commencing the absence.
- 37.4 RDOs may only be taken once they have been accrued. The number of RDOs which an employee may take in a year when four (4) weeks annual leave is taken, is limited to 24.
- 37.5 During the life of this agreement the persons covered by it will implement consistency between current practices and this clause and appendix two of the agreement

38 TERMS OF EMPLOYMENT

- 38.1 Ausgrid shall give an employee the following periods of notice or payment in lieu:

Employee's period of continuous service with Ausgrid (See Clause 39 Calculation of Service)	<u>Period of Notice</u>
Less than 1 year	1 week
Between 1 and 3 years	2 weeks
Between 3 and 5 years	3 weeks
More than 5 years	4 weeks

This period of notice given by Ausgrid is increased by one (1) week if the employee is over 45 years of age and has completed at least two (2) years of continuous service with Ausgrid.

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

Employees shall provide Ausgrid with not less than one week's notice of termination or forfeit one week's wages in lieu.

- 38.2 If an employee is absent without notifying Ausgrid for a continuous period of five (5) working days (including RDOs) without reasonable cause, they will be considered to have abandoned their employment and may be dismissed effective from the last day actually worked.
- 38.3 The decision to dismiss an employee shall rest with the relevant General Manager.
- 38.4 An employee may retire from Ausgrid after reaching 55 years of age.
- 38.5 An employee may be required to work reasonable overtime, unless the employee has reasonable grounds for refusing.
- 38.6 Money cannot be deducted from an employee's pay without written authority from the employee except where an employee leaves Ausgrid and annual leave has been taken in advance but has not yet accrued on a pro rata basis.
- 38.7 Employees are not entitled to pay in the following circumstances:
- 38.7.1 where an employee is absent without authorisation, or
- 38.7.2 where an employee is absent due to sickness but has no entitlement to paid sick leave.
- 38.8 Suspension without pay for an appropriate time may be applied as an alternative to dismissal. This should be discussed with the employee and the relevant union before a final decision is made.
- 38.9 Where a role covered by this agreement has become redundant then the employee in that role will be managed in accordance with the Ausgrid Redundancy and Redeployment Policy.
- 38.10 The redundancy policy for the term of this agreement is the Ausgrid Redundancy and Redeployment Policy dated 17/5/2013.
- 38.11 The salary maintenance policy for the term of this agreement is the Memorandum of Understanding – Salary Maintenance dated 11 April 1997.

39 CALCULATION OF SERVICE

- 39.1 All service as an apprentice, trainee or cadet shall count towards service entitlements under this Agreement.
- 39.2 The following periods will not count for service and will not break the continuity of service with Ausgrid;
- 39.2.1 Sick leave without pay
 - 39.2.2 Parental leave without pay
 - 39.2.3 Leave without pay, whether authorised or not
 - 39.2.4 Career Break.
- Leave without pay can be assessed on a case by case basis by Ausgrid to determine whether or not it will count for service.
- 39.3 Where Ausgrid has terminated an employee's employment because of ill health or injury, and the employee is subsequently retired, the total length of service shall be taken into account in calculating the employee's entitlements.
- 39.4 Employees who commenced duties with Ausgrid as a result of the amalgamations and mergers of Shires, Municipalities and County Councils on or prior to 1 January 1980 and mergers in 1995 shall have their previous service recognised in calculating their service entitlements.
- 39.5 From date of corporatisation of EnergyAustralia, 1 March 1996, the following service counts for long service (extended) leave purposes for staff employed by Ausgrid as at 1 March 1996:
- 39.5.1 Prior service with approved Government Departments will be recognised; this provision only applies for employees who were employed before 1 March 1996.
 - 39.5.2 Prior service with approved NSW Authorities will be recognised.
 - 39.5.3 Prior service with former Local Government regulated distributors which were engaged in electricity distribution will be recognised.
 - 39.5.4 Prior service with approved State-Owned Corporations will be recognised.
- Prior service with the Australian Public Service will no longer be recognised after 1 March, 1996.
- 39.6 New employees recruited from the New South Wales Public Service after 1 March 1996, will continue to have the option of transferring their existing extended leave, recreation leave and sick leave balances to Ausgrid, subject to the existing arrangements for transfer of funds from the previous employer.
- 39.7 For the purposes of 39.5 and 39.6 above, the period of service for recognition must be 'continuous', which is defined as follows;
- 39.7.1 the employee entered on duty in Ausgrid on the next working day following cessation of employment with the recognised former employer; or
 - 39.7.2 the employee has been accepted for employment by Ausgrid prior to the last day of service with the recognised former employer, in which case a break of up to two (2) months may be allowed between cessation of duty with the former recognised employer and commencement of employment with Ausgrid.

- 39.8 The Manager Employment Operations shall determine whether any transferred officer's application is relevant in accordance with the relevant legislation and policy and administer those applications which accord with the appropriate criteria. A list of employers recognised for prior service is attached to this agreement at schedule 5 but does not form part of the agreement.

40 CASHING IN SICK LEAVE

- 40.1 Where an employee requests during the course of his or her employment, or on termination of employment for any reason other than serious misconduct; the employee shall be paid his or her accumulated untaken sick leave at the ordinary rate of pay applicable to the employee at that time or 1 July 2009 whichever date is earlier.
- 40.2 The maximum number of hours of sick leave that may be cashed in is to be calculated as follows:
- Step 1: Calculate the number of hours of accumulated sick leave as at the date of request to be paid, or termination of employment.
- Step 2: Calculate the number of hours of accumulated sick leave as at 15 February 1993 that the employee could have cashed-in if his or her employment had been terminated immediately before 15 February 1993.
- The maximum number of hours of accumulated sick leave that may be cashed-in is the lesser of the two numbers calculated under Step 1 and Step 2.
- 40.3 The intention of subclauses 40.1 and 40.2 above is to ensure that when an employee is obliged to use sick leave credits accumulated prior to 15 February 1993 then such sick leave will be re-credited to the pre 15 February 1993 balance when the employee is again entitled to annual sick leave credits available in the following year of service.

41 EXCESS TRAVEL

- 41.1 Excess travel time is defined as additional travelling time incurred by an employee in the following circumstances where:
- 41.1.1 the employee is directed to start work at a location which takes longer to travel to or from their home than to the usual place of work.
- 41.1.2 the employee is transferred to a new place of work which takes longer to travel to or from their home than to the former place of work. See also Sub-clause 41.2.
- 41.1.3 the employee is required to work overtime or is called out on a day which is not their normal working day. See also Sub-clause 41.5.
- Where the employee does not have a usual place of work but instead has a nominal headquarters to which they are attached, for the purpose of calculating excess travel the headquarters are treated as the usual place of work.
- 41.2 Where an employee is transferred to a new place of work, payment for any excess travel shall only continue for the first six (6) months. This does not include transfers

or appointments made at the employee's request or which are made for disciplinary reasons.

- 41.3 Payments for excess travel shall be calculated by estimating the actual travel time and distance by road. Excess travel time shall be calculated at ordinary rates for journeys undertaken Monday to Saturday inclusive and at ordinary time plus a half on Sundays and Agreement/Public Holidays. This does not apply to travel time undertaken for a call-out which is covered in Sub-clause 41.5.

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

- 41.4 Excess travel is not paid for journeys undertaken during work time.
- 41.5 Where an employee is called out, all travelling time is paid at the appropriate overtime rate. The minimum payment of four (4) hours includes any excess travel time where the total time for the job plus travel to and from the job is four (4) hours or less.
- 41.6 An employee will be paid for his/her actual excess travel time and fares or the amount calculated under 41.3 above, whichever is the greater. Where an employee believes he/she has not at least been paid for the actual excess travel time and fares, he/she should submit a claim providing sufficient details about the actual mode of transport and the duration of travel for the claim to be assessed and paid.
- 41.7 Employees who travel in an Ausgrid vehicle are only entitled to payment for any excess travel time which exceeds 30 minutes per journey except when they are called out or work overtime on a day which is not a normal working day; in this case they are entitled to payment for all travelling time.
- 41.8 Notwithstanding Sub-clause 41.7 above, employees who travel to and from work in an Ausgrid vehicle shall not be entitled to payment for excess travel if the payment means it is no longer worthwhile to Ausgrid for the employee to take a vehicle to and from work. Payment for excess travel to employees who use an Ausgrid vehicle must be authorised by the relevant General Manager.
- 41.9 This clause applies except where a Local Workplace Flexibility Agreement is in place.

42 PROVISION OF TRANSPORT

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

43 PROTECTIVE CLOTHING AND EQUIPMENT

- 43.1 Each employee shall be responsible for the proper care of tools and proper care and laundering of protective clothing issued to them.
- 43.2 New protective clothing and equipment and tools will be issued as required to replace items which are subject to normal wear and tear.
- 43.3 Employees will be issued with protective clothing, tools and equipment which is suitable for carrying out work safely in the prevailing conditions.

- 43.4 Employees may be required to replace any protective clothing, tools or equipment which is damaged as a result of misuse or negligence.
- 43.5 Employees are not permitted to use protective clothing, tools, vehicles or equipment which is provided by Ausgrid while engaged in any employment other than with Ausgrid.
- 43.6 Employees who are provided with protective clothing shall wear it.
- 43.7 Ausgrid's policy on protective clothing will be based on the recommendations of the joint employer/employee/union Clothing Committee.

44 HIGHER GRADE PAY

- 44.1 The introduction of skills-based classifications means that higher grade pay will no longer be applicable within classification groupings because employees will be paid for the full range of duties that they would be expected to use from time to time. Higher Grade duties still apply where employees take on higher responsibilities and duties which are beyond the scope of their classification grouping, e.g. a Technician acting as a Field Co-ordinator, Superintendent etc.
- 44.2 Employees who are required to carry out duties of a higher grade which are not recognised within the scope of their normal classification grouping shall be paid the appropriate higher rate for the actual period involved, provided they carry out the duties for a minimum of one (1) hour continuously.
- 44.3 If an employee has been receiving higher grade pay for a continuous period of 13 weeks immediately prior to commencing annual leave, sick leave or accident leave, the employee will be paid the higher grade rate for the duration of the absence. Absences on approved leave of five (5) days or less aggregate duration will not cause a break in continuity for the purposes of this sub-clause. In all cases, the payment of higher grade pay whilst on leave will not exceed six (6) months duration. Breaks in Higher Grade duties of five (5) days or less aggregate duration shall not cause a break in continuity for the purposes of this sub-clause.
- 44.4 Agreement/Public Holidays during a period of higher grade duty will be paid at the higher rate.
- 44.5 The higher grade rate will not apply to long service leave or payments made for service entitlements at the termination of employment.
- 44.6 Higher grade pay is paid to an employee who is required to perform higher grade duties to cover the work of an employee who is absent for more than two (2) days taken as RDOs.
- 44.7 Undertaking on the job training in a higher graded position does not entitle an employee to higher grade pay unless the person is actually given responsibility for the job, e.g. in a relief role.
- 44.8 Except where an employee is relieving in a vacancy created by an employee on approved leave, such as parental leave or long service leave, or the work area is being restructured, a period of higher grade pay shall not continue for more than six (6) months before the job is advertised.

45 SUPERANNUATION

45.1 Supplementary Superannuation

This sub-clause applies to employees who:

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

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

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

and S = 45 or the total number of years service (including a portion for part completed years to the nearest whole month) whichever is the lesser, and;

- 45.1.7 The monetary benefits directly attributable to all payments made or to be made in respect of the employee by Ausgrid or any other employer under the provisions of the Local Government and other Authorities (Superannuation) Act 1927 and the State Authorities Superannuation Act 1987 or its successor.
- 45.1.8 This sub-clause shall not apply to an employee who is a contributor under the provisions of the Superannuation Act 1916.
- 45.1.9 This sub-clause also applies to employees who were formerly employed by a County Council and who were transferred to Sydney County Council (EnergyAustralia/Ausgrid) on 1 January 1980 provided that,
 - 45.1.9.1 they maintained continuity of service in the transfer
 - 45.1.9.2 they fulfil the requirements in Sub-clause 45.1.1 of this clauseif they meet these criteria, service with Brisbane Waters, St George and MacKellar County Councils prior to being transferred to Sydney County Council (EnergyAustralia/Ausgrid) on 1 January 1980 will be counted in calculating any entitlement under this clause.
- 45.1.10 This sub-clause applies to employees who were employed by the former Shortland County Council/Orion Energy.

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

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

less:-

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

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

45.2 Default Superannuation Scheme

Subject to the provisions of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS) unless the employee nominates in writing to the General Manager People & Services or their nominee, an alternative superannuation fund which complies with relevant superannuation legislation.

45.3 Wage Sacrifice To Superannuation

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

- 45.3.2 Where an employee has elected to have an amount paid by way of Superannuation contributions in lieu of wages, any allowance, penalty, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service to which an employee is entitled under this Agreement or any applicable Agreement, Act or Statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the actual wages paid to the employee and the amount paid under Sub-clause 45.3.1 by way of Superannuation contributions.

- 45.3.3 Subject to the provisions of relevant superannuation legislation, any Superannuation contributions paid under Sub-clause 45.3 shall be paid to the EISS.

- 45.3.4 The employee may elect to have an amount paid by way of Superannuation contributions in lieu of wages on joining Ausgrid and thereafter may alter the amount paid by way of Superannuation contributions under Sub-clause 45.3 with effect from 1 July each year.

- 45.3.5 An election to have Superannuation contributions paid in lieu of an amount of wages shall be in writing and may only be made with the consent of both the employee and Ausgrid.
- 45.4 Additional Employer Superannuation Contribution
 - 45.4.1 All employees will receive a 1% increase to their employer superannuation contribution in addition to their existing arrangements effective from 19 December 2008 (SGC+5% = 14% in total) with a further 1% increase effective from 19 December 2009 (SGC +6% = 15% in total).
 - 45.4.2 Should any increase to the Commonwealth Government Superannuation Guarantee (SGC) occur during the term of this agreement these increases will be absorbed.
 - 45.4.3 Persons covered by this agreement who are in the Defined Benefit Superannuation Scheme will have any SGC increase absorbed in the 6% employer contribution.

46 APPRENTICES

- 46.1 Apprentices who are appointed to a trades position in Ausgrid shall be paid the appropriate full adult rate.
- 46.2 When an apprentice reaches the age of 21 they shall be paid the adult apprentice rates in Appendix 1E.
- 46.3 Internal Adult apprentices will be paid the rate listed in appendix 1E for the duration of their apprenticeship.
- 46.4 Apprentices may not be required to undertake shift work or overtime where it clashes with their training.

47 MISCELLANEOUS CONDITIONS OF EMPLOYMENT

- 47.1 An employee who is on or below Pay Point 40 and is required to be an authorised motor vehicle driver or who is required to hold a licence to operate plant or equipment, will have the cost of that licence(s) reimbursed.
- 47.2 Nominated employees who are required to take or make business calls at home will be reimbursed the cost of telephone rental and/or business calls as determined by Ausgrid or provided with a mobile phone.
- 47.3 On the death of an employee, all their outstanding entitlements and accruals will be paid to their estate except where the employee has provided a written instruction to pay them to next of kin.
- 47.4 An employee who is authorised and agrees to use a private motor vehicle in the course of their employment shall be paid the rate in Appendix 1D, Extra Rates, Item No. 33, if the employee maintains the minimum of third party property damage insurance policy on that vehicle. However, wherever possible employees should use an Ausgrid vehicle for all purposes connected with their employment.
- 47.5 Where an employee is supplied with a residence (with or without concessions) the weekly value of such residence (and concessions) shall be agreed upon from time to time between the persons covered by this Agreement and in the event of failure to agree, shall be dealt with pursuant to the disputes procedures contained in Clause 4.

48 NO EXTRA CLAIMS

It is a term of this Agreement that the persons covered by this Agreement undertake that for the period of the duration of this Agreement that they will not pursue any extra claims, Agreement or over Agreement.

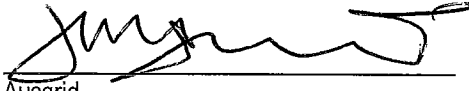
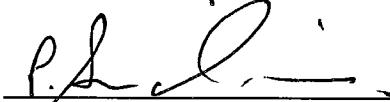
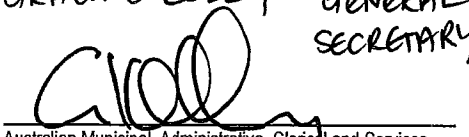

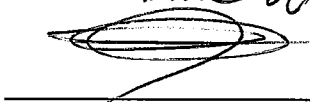

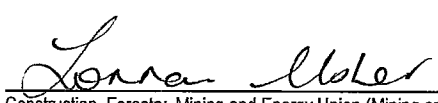
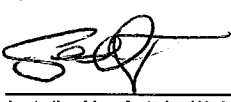
49 UNION DELEGATES' CHARTER

- 49.1 Ausgrid shall be able to:
 - 49.1.1 Expect that employees, be they Union Delegates or not, will perform the job in which they are employed.
 - 49.1.2 Be given reasonable notice by Delegates that they intend to carry out their Union duties.
 - 49.1.3 Expect that Union Delegate(s) shall not be able to claim or be paid overtime for attendance at Delegates meetings organised during normal working hours.
- 49.2 Union Delegates shall be able to:
 - 49.2.1 Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
 - 49.2.2 After obtaining the permission of the employer, move freely for the purpose of consulting other Delegates during working hours.
 - 49.2.3 To negotiate with management together with other union delegates on behalf of all or part of the members on any matters in accord with Union policy affecting the employment of members who work in Ausgrid.
 - 49.2.4 Call meetings and for members to attend these meetings on the job. Such meetings are to be outside of work time unless prior permission is obtained from management.
 - 49.2.5 Have protection from victimisation and this right to be expressed in prohibiting the employer from seeking to separate the delegate from the union members who elected them without first consulting the union.
 - 49.2.6 Have access to a telephone and computer, including email and to have within their work proximity suitable cupboards and furniture to enable them to keep records, union circulars, receipt books etc. so as to efficiently carry out their union responsibilities.
 - 49.2.7 Attend meetings and training held by the Union in which they hold office without loss of any rights following the approval of Ausgrid. Attendance at these meetings shall be permitted according to the provisions of Clause 30 Special Leave of the Ausgrid Agreement
 - 49.2.8 Have all agreements and arrangements negotiated with Ausgrid set out in writing and for these agreements and arrangements, including Agreements, to be provided to delegates on request.
 - 49.2.9 Place notices on defined union notice boards.

50 DEDUCTION OF UNION MEMBERSHIP FEES

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

Signed for and on behalf of:

<p>TREVOR ARMSTRONG CHIEF OPERATING OFFICER - AUSGRID</p>  <p>Ausgrid</p>	<p>570 George Street Sydney NSW 2000</p> <p>7. 6. 13</p> <p>Date</p>
<p>PAUL SINCLAIR.</p>  <p>Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia</p>	<p>Level 5, 370 Pitt Street Sydney 2000</p> <p>DEPUTY SECRETARY</p> <p>11. 6. 13.</p> <p>Date</p>
<p>GRAEME KELLY - GENERAL SECRETARY</p>  <p>Australian Municipal, Administrative, Clerical and Services Union New South Wales United Services Branch</p>	<p>Level 7, 321 Pitt street Sydney NSW 2000</p> <p>14. 6. 13</p> <p>Date</p>
<p>MARTIN O'CONNELL</p>  <p>Association of Professional Engineers, Scientists and Managers Australia</p>	<p>Level 1, 491 Kent Street Sydney NSW 2000</p> <p>DIRECTOR, NSW</p> <p>12. 6. 13</p> <p>Date</p>
<p>SUZANNE WALSH</p>  <p>Community and Public Sector Union</p>	<p>160 Clarence Street Sydney NSW 2000</p> <p>NSW BRANCH PRESIDENT</p> <p>14. 6. 13.</p> <p>Date</p>
<p>R. K. COLLISON</p>  <p>Australian Workers' Union</p>	<p>16-20 Good Street Granville NSW 2142</p> <p>N.S.W. STATE SECRETARY</p> <p>14. 6. 2013.</p> <p>Date</p>
<p>LORRAINE USHER</p>  <p>Construction, Forestry, Mining and Energy Union (Mining and Energy Division) NSW Branch</p>	<p>Level 1, 365-375 Sussex Street 215-217 CLARENCE STREET Sydney NSW 2000</p> <p>DISTRICT SECRETARY.</p> <p>14 - 6 - 2013.</p> <p>Date</p>
<p>JEAN MORGAN</p>  <p>Australian Manufacturing Workers' Union (Vehicle Division)</p>	<p>Level 1, 133-137 Parramatta Road Granville NSW 2142</p> <p>REGIONAL SECRETARY.</p> <p>17/6/13</p> <p>Date</p>

APPENDIX 1 PAY RATES CLASSIFICATIONS AND ALLOWANCES

Appendix 1A	Ausgrid Junior and Adult Rates of Pay
Appendix 1B	Ausgrid Shift Workers (7x3/7x2) Rates of Pay
Appendix 1C	Ausgrid Classifications
Appendix 1D	Ausgrid Allowances and Extra Rates
Appendix 1E	Ausgrid Adult Apprentice Rates of Pay
Appendix 2	Annual Leave Conversion

Appendix 1A Ausgrid Junior and Adult Rates of Pay

Pay Point	New Rates from 19/12/2012			New Rates from 18/12/2013		
	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
J1	\$18,568.00	\$355.71	\$9.88	\$19,069.00	\$365.31	\$10.15
J2	\$19,512.00	\$373.79	\$10.38	\$20,039.00	\$383.89	\$10.66
J3	\$20,480.00	\$392.34	\$10.90	\$21,033.00	\$402.93	\$11.19
J4	\$21,495.00	\$411.78	\$11.44	\$22,075.00	\$422.89	\$11.75
J5	\$22,569.00	\$432.36	\$12.01	\$23,178.00	\$444.02	\$12.33
J6	\$23,701.00	\$454.04	\$12.61	\$24,341.00	\$466.30	\$12.95
J7	\$24,886.00	\$476.74	\$13.24	\$25,558.00	\$489.62	\$13.60
J8	\$26,130.00	\$500.57	\$13.90	\$26,836.00	\$514.10	\$14.28
J9	\$27,428.00	\$525.44	\$14.60	\$28,169.00	\$539.64	\$14.99
J10	\$28,806.00	\$551.84	\$15.33	\$29,584.00	\$566.74	\$15.74
J11	\$30,243.00	\$579.37	\$16.09	\$31,060.00	\$595.02	\$16.53
J12	\$31,752.00	\$608.28	\$16.90	\$32,609.00	\$624.69	\$17.35
J13	\$33,346.00	\$638.81	\$17.74	\$34,246.00	\$656.05	\$18.22
J14	\$34,999.00	\$670.48	\$18.62	\$35,944.00	\$688.58	\$19.13
J15	\$36,758.00	\$704.18	\$19.56	\$37,750.00	\$723.18	\$20.09
J16	\$38,580.00	\$739.08	\$20.53	\$39,622.00	\$759.04	\$21.08
J17	\$40,530.00	\$776.44	\$21.57	\$41,624.00	\$797.39	\$22.15
J18	\$42,542.00	\$814.98	\$22.64	\$43,691.00	\$836.99	\$23.25
1	\$43,597.00	\$835.19	\$23.20	\$44,774.00	\$857.74	\$23.83
2	\$44,462.00	\$851.76	\$23.66	\$45,662.00	\$874.75	\$24.30
3	\$45,322.00	\$868.24	\$24.12	\$46,546.00	\$891.69	\$24.77
4	\$46,199.00	\$885.04	\$24.58	\$47,446.00	\$908.93	\$25.25
5	\$47,106.00	\$902.41	\$25.07	\$48,378.00	\$926.78	\$25.74
6	\$48,013.00	\$919.79	\$25.55	\$49,309.00	\$944.62	\$26.24
7	\$48,949.00	\$937.72	\$26.05	\$50,271.00	\$963.05	\$26.75
8	\$49,916.00	\$956.25	\$26.56	\$51,264.00	\$982.07	\$27.28
9	\$50,909.00	\$975.27	\$27.09	\$52,284.00	\$1,001.61	\$27.82
10	\$51,934.00	\$994.90	\$27.64	\$53,336.00	\$1,021.76	\$28.38
11	\$52,973.00	\$1,014.81	\$28.19	\$54,403.00	\$1,042.20	\$28.95
12	\$54,033.00	\$1,035.11	\$28.75	\$55,492.00	\$1,063.07	\$29.53
13	\$55,129.00	\$1,056.11	\$29.34	\$56,617.00	\$1,084.62	\$30.13
14	\$56,222.00	\$1,077.05	\$29.92	\$57,740.00	\$1,106.13	\$30.73
15	\$57,338.00	\$1,098.43	\$30.51	\$58,886.00	\$1,128.08	\$31.34
16	\$58,483.00	\$1,120.36	\$31.12	\$60,062.00	\$1,150.61	\$31.96
17	\$59,656.00	\$1,142.84	\$31.75	\$61,267.00	\$1,173.70	\$32.60
18	\$60,845.00	\$1,165.61	\$32.38	\$62,488.00	\$1,197.09	\$33.25
19	\$62,078.00	\$1,189.23	\$33.03	\$63,754.00	\$1,221.34	\$33.93
20	\$63,319.00	\$1,213.01	\$33.69	\$65,029.00	\$1,245.77	\$34.60
21	\$64,586.00	\$1,237.28	\$34.37	\$66,330.00	\$1,270.69	\$35.30
22	\$65,863.00	\$1,261.74	\$35.05	\$67,641.00	\$1,295.80	\$35.99
23	\$67,186.00	\$1,287.09	\$35.75	\$69,000.00	\$1,321.84	\$36.72
24	\$68,531.00	\$1,312.85	\$36.47	\$70,381.00	\$1,348.30	\$37.45
25	\$69,900.00	\$1,339.08	\$37.20	\$71,787.00	\$1,375.23	\$38.20
26	\$71,289.00	\$1,365.69	\$37.94	\$73,214.00	\$1,402.57	\$38.96
27	\$72,724.00	\$1,393.18	\$38.70	\$74,688.00	\$1,430.80	\$39.74
28	\$74,171.00	\$1,420.90	\$39.47	\$76,174.00	\$1,459.27	\$40.54
29	\$75,660.00	\$1,449.43	\$40.26	\$77,703.00	\$1,488.56	\$41.35
30	\$77,190.00	\$1,478.74	\$41.08	\$79,274.00	\$1,518.66	\$42.18
31	\$78,710.00	\$1,507.85	\$41.88	\$80,835.00	\$1,548.56	\$43.02
32	\$80,310.00	\$1,538.51	\$42.74	\$82,478.00	\$1,580.04	\$43.89
33	\$81,907.00	\$1,569.10	\$43.59	\$84,118.00	\$1,611.46	\$44.76

Appendices

34	\$83,537.00	\$1,600.33	\$44.45	\$85,793.00	\$1,643.54	\$45.65
35	\$85,203.00	\$1,632.24	\$45.34	\$87,503.00	\$1,676.30	\$46.56
36	\$86,913.00	\$1,665.00	\$46.25	\$89,260.00	\$1,709.96	\$47.50
37	\$88,657.00	\$1,698.41	\$47.18	\$91,051.00	\$1,744.27	\$48.45
38	\$90,429.00	\$1,732.36	\$48.12	\$92,871.00	\$1,779.14	\$49.42
39	\$92,232.00	\$1,766.90	\$49.08	\$94,722.00	\$1,814.60	\$50.41
40	\$94,085.00	\$1,802.39	\$50.07	\$96,625.00	\$1,851.05	\$51.42
41	\$95,957.00	\$1,838.26	\$51.06	\$98,548.00	\$1,887.89	\$52.44
42	\$97,875.00	\$1,875.00	\$52.08	\$100,518.00	\$1,925.63	\$53.49
43	\$99,826.00	\$1,912.38	\$53.12	\$102,521.00	\$1,964.00	\$54.56
44	\$101,830.00	\$1,950.77	\$54.19	\$104,579.00	\$2,003.43	\$55.65
45	\$103,857.00	\$1,989.60	\$55.27	\$106,661.00	\$2,043.31	\$56.76
46	\$105,956.00	\$2,029.81	\$56.38	\$108,817.00	\$2,084.62	\$57.91
47	\$108,068.00	\$2,070.27	\$57.51	\$110,986.00	\$2,126.17	\$59.06
48	\$110,224.00	\$2,111.57	\$58.65	\$113,200.00	\$2,168.58	\$60.24
49	\$112,440.00	\$2,154.02	\$59.83	\$115,476.00	\$2,212.18	\$61.45
50	\$114,683.00	\$2,196.99	\$61.03	\$117,779.00	\$2,256.30	\$62.68
51	\$116,985.00	\$2,241.09	\$62.25	\$120,144.00	\$2,301.61	\$63.93
52	\$119,315.00	\$2,285.73	\$63.49	\$122,537.00	\$2,347.45	\$65.21
53	\$121,707.00	\$2,331.55	\$64.77	\$124,993.00	\$2,394.50	\$66.51
54	\$124,137.00	\$2,378.10	\$66.06	\$127,489.00	\$2,442.32	\$67.84
55	\$126,632.00	\$2,425.90	\$67.39	\$130,051.00	\$2,491.40	\$69.21
56	\$129,160.00	\$2,474.33	\$68.73	\$132,647.00	\$2,541.13	\$70.59
57	\$131,732.00	\$2,523.60	\$70.10	\$135,289.00	\$2,591.74	\$71.99
58	\$134,370.00	\$2,574.14	\$71.50	\$137,998.00	\$2,643.64	\$73.43
59	\$137,073.00	\$2,625.92	\$72.94	\$140,774.00	\$2,696.82	\$74.91
60	\$139,797.00	\$2,678.10	\$74.39	\$143,572.00	\$2,750.42	\$76.40

Appendix 1B Ausgrid Shift Rates of Pay

Pay Point	New Rates from 19/12/12			New Rates from 18/12/13		
	Annual Salary	Weekly Rate	Hourly Rate	Annual Salary	Weekly Rate	Hourly Rate
10Y	\$52,111	\$998.30	\$27.73	\$53,518	\$1,025.25	\$28.48
11Y	\$53,152	\$1,018.24	\$28.28	\$54,587	\$1,045.73	\$29.05
12Y	\$54,215	\$1,038.60	\$28.85	\$55,679	\$1,066.65	\$29.63
13Y	\$55,316	\$1,059.69	\$29.44	\$56,810	\$1,088.31	\$30.23
14Y	\$56,413	\$1,080.71	\$30.02	\$57,936	\$1,109.89	\$30.83
15Y	\$57,533	\$1,102.16	\$30.62	\$59,086	\$1,131.92	\$31.44
16Y	\$58,680	\$1,124.14	\$31.23	\$60,264	\$1,154.48	\$32.07
17Y	\$59,859	\$1,146.72	\$31.85	\$61,475	\$1,177.68	\$32.71
18Y	\$61,050	\$1,169.54	\$32.49	\$62,698	\$1,201.11	\$33.36
19Y	\$62,290	\$1,193.30	\$33.15	\$63,972	\$1,225.52	\$34.04
20Y	\$63,534	\$1,217.13	\$33.81	\$65,249	\$1,249.98	\$34.72
21Y	\$64,805	\$1,241.48	\$34.49	\$66,555	\$1,275.00	\$35.42
22Y	\$66,085	\$1,266.00	\$35.17	\$67,869	\$1,300.17	\$36.12
23Y	\$67,414	\$1,291.46	\$35.87	\$69,234	\$1,326.32	\$36.84
24Y	\$68,764	\$1,317.32	\$36.59	\$70,621	\$1,352.89	\$37.58
25Y	\$70,137	\$1,343.62	\$37.32	\$72,031	\$1,379.90	\$38.33
26Y	\$71,533	\$1,370.36	\$38.07	\$73,464	\$1,407.36	\$39.09
27Y	\$72,973	\$1,397.95	\$38.83	\$74,943	\$1,435.69	\$39.88
28Y	\$74,425	\$1,425.77	\$39.60	\$76,434	\$1,464.25	\$40.67
29Y	\$75,916	\$1,454.33	\$40.40	\$77,966	\$1,493.60	\$41.49
30Y	\$77,451	\$1,483.74	\$41.21	\$79,542	\$1,523.79	\$42.33
31Y	\$78,978	\$1,512.99	\$42.03	\$81,110	\$1,553.83	\$43.16
32Y	\$80,585	\$1,543.77	\$42.88	\$82,761	\$1,585.46	\$44.04
33Y	\$82,185	\$1,574.43	\$43.73	\$84,404	\$1,616.93	\$44.91
34Y	\$83,821	\$1,605.77	\$44.60	\$86,084	\$1,649.12	\$45.81
35Y	\$85,492	\$1,637.78	\$45.49	\$87,800	\$1,681.99	\$46.72
36Y	\$87,208	\$1,670.65	\$46.41	\$89,563	\$1,715.77	\$47.66
37Y	\$88,957	\$1,704.16	\$47.34	\$91,359	\$1,750.17	\$48.62
38Y	\$90,736	\$1,738.24	\$48.28	\$93,186	\$1,785.17	\$49.59
39Y	\$92,545	\$1,772.89	\$49.25	\$95,044	\$1,820.77	\$50.58
40Y	\$94,404	\$1,808.51	\$50.24	\$96,953	\$1,857.34	\$51.59
41Y	\$96,283	\$1,844.50	\$51.24	\$98,883	\$1,894.31	\$52.62
42Y	\$98,208	\$1,881.38	\$52.26	\$100,860	\$1,932.18	\$53.67
43Y	\$100,164	\$1,918.85	\$53.30	\$102,868	\$1,970.65	\$54.74
44Y	\$102,176	\$1,957.39	\$54.37	\$104,935	\$2,010.25	\$55.84
45Y	\$104,210	\$1,996.36	\$55.45	\$107,024	\$2,050.27	\$56.95
46Y	\$106,316	\$2,036.70	\$56.58	\$109,187	\$2,091.70	\$58.10
47Y	\$108,438	\$2,077.36	\$57.70	\$111,366	\$2,133.45	\$59.26
48Y	\$110,599	\$2,118.75	\$58.85	\$113,585	\$2,175.96	\$60.44
49Y	\$112,822	\$2,161.34	\$60.04	\$115,868	\$2,219.69	\$61.66

Appendix 1C Ausgrid Classifications

Trades and Technical Group

GRADES/LEVEL/PAYPOINT	1	2	3	4	5	6	7	8	9	10	11	12	13
Aborist Contract Inspection	36												
Adult Apprentice	J18	2	4	6									
Apprentice	J10	J14	J17	2									
Area/System Operator	LWFA 1 of 2010												
Area Operator – annualised	48	50	52										
Asset Access Rescue	22												
Asset Access Standby	18												
Asset Research Officer	26												
Assistant System Operator Wallsend	LWFA 1 of 2010												
Building Maintenance Coordinator	30												
Building Maintenance Coordinator ext subs	45												
Building Maintenance Coordinator Property Group	40												
Cable Jointer	15	17	18	19	20	22	23	24	25	26	27	28	
Carpenter	15	16	18	19	20	21							
Chemical Officer	33												
Compliance Officer	36	38	40										
Consultant Engineering	48												
Consultant Engineering Consulting	53												
Contracts Inspector	40												
Contracts Officer	46												
Co-ord net cln & gr mnt	24												
Customer Operations Technical Field Support	32												
Deregulation Management Coordinator	48												
Design Draftsperson	18	21	25	28	32	35	38						
Despatch Co-ordinator	33	37	43										
District Operator	32	41											
Drafting Officer Network Diagrams	29												
Editorial Design Officer	32												
Electrical Field Co-ordinator	38												
Electricity Supply Operative	5	6	7	8	9	10	11	12	13	14	15	16	19
Emergency Services Officer	20	23	26	29	30	32	34						
Energy Fix Project Co-ordinator	43												
Engineering Officer	29	34	37	40	43	46	49	52	54				
Ens cus conn tech snr	24	26											
Ens Customer Connection Technician	15	18	21										
External Customer Metering Officer	45												
Facilities Compliance Co-ordinator	36												
Facilities Manager	48												
Field Co-ordinator t/cont	38												
Field Investigation Technician	15	18	21	24	26								
Field off acct rdng	19												
Field Services Storeperson West Gosford	21												
Field Warehouse Operative	14	16	18	20									
Fleet Assessment and Compliance Officer	43												
Ganger	28	30											

[illegible]

[illegible]

Trades and Technical Group

Tech supp serv snr	25													
Technical & Information Technology Support Officer	31													
Technical and Training Coordinator	42													
Technical Editor	29	34	37	40	43	45	49	52	54					
Technician	15	16	18	19	20	21								
Telecontrol Technician	21	24	26	28	31	32	34	35	36					
Trainee District Operator	23													
Trainee Engineering Officer	J14	J18	9	14	21									
Trainee Pole Inspector	8													
Training Officer	38													
Trans civil inspector	38													
Transformer Service Technician	15	18	20	21	22	23								
Transmission Cable Electricity Supply Operative	8	10	13	16	19									
Transmission Cable Jointer Trainer	34													
Transmission Oil Technician	21	24	26	28	31	34	36							
Transmission Underground ESO	9	11	14	17	20									
Underground Field Co-ordinator	36													
Vegetation Officer	38													
Vehicle Body Builder	15	17	19	20	24	25	26	28						
Voltage Regulation Technician	21	24	25	26	27	29	31	33	34					
Voltage Regulation Field Coordinator	38													
Warehouse Officer External Sales	21													
Warehouse Operative	10	12	14	16	18	20	22							
Workshop Electricity Supply Operative	9	11	14	17	20									
Workshop Production Planner	23													
Workshops Technician	15	17	19	20	21	23	25	27	28	30				

Clerical and Administrative Group

GRADES/LEVEL/PAYPOINT	1	2	3	4
Admin & Clerical Officer Grade 1	J14	J16	J18	
Admin & Clerical Officer Grade 2	1	3	5	
Admin & Clerical Officer Grade 3	6	8	10	
Admin & Clerical Officer Grade 4	11	13	15	
Admin & Clerical Officer Grade 5	16	18	20	
Admin & Clerical Officer Grade 6	21	23	25	
Admin & Clerical Officer Grade 7	26	28	30	
Admin & Clerical Officer Grade 8	31	33	35	
Admin & Clerical Officer Grade 9	36	38	40	
Admin & Clerical Officer Grade 10	41	43	45	
Admin & Clerical Officer Grade 11	46	48	50	
Admin & Clerical Officer Grade 12	51	52	53	
Contracts Administrator	44			
Customer Service Representative	26			
Depot Recorder	17			
Fleet Business Analysis & System Administration	26			
Security Attendant	18			

GRADES/LEVEL/PAYPOINT	1	2	3	4
Security Surveillance Operative	18			
Student Work Experience	2			
Telephone acct rep	42			
Telephonist	21			

Professional Managers and Specialist Group

GRADES/LEVEL/PAYPOINT	1	2	3	4	5
Accountant	51	53	57		
Accountant Grade 1	22	26	31	35	39
Accountant Grade 2	42	45			
Accountant Grade 3	47	49			
Professional Officer Grade 1	22	26	31	35	39
Professional Officer Grade 2	42	45			
Professional Officer Grade 3	47	50			
Snr a/c mgr inst	52				

Engineering Group

GRADES/LEVEL/PAYPOINT	1	2	3	4	5
Cadet Engineer	J4	J6	J8	2	4
Engineer Band One	25	29	34	38	41
Engineer Band Two	46	49	53	55	

Professionals, Managers and Specialists

	Annual Salary	
	19/12/12	18/12/13
Level 1	\$143,098.15	\$146,961.80
Level 2	\$151,245.50	\$155,329.13
Level 3	\$163,740.53	\$168,161.52

Appendix 1D Ausgrid Allowances and Extra Rates

Item	Code	Allowance Type	Frequency	Rate	
				19/12/12	18/12/13
1	FAA	First Aid Attendant	per day	\$4.67	\$4.80
2	FAI	First Aid Instructor	per week	\$21.23	\$21.80
3	SHA	Afternoon Shift	per shift	\$41.47	\$42.59
4	NGT	Night Shift	per shift	\$45.80	\$47.03
5	EMSRA	Early Morning Shift	per shift	\$20.73	\$21.29
6	O/C	On Call	per week	\$235.87	\$242.24
7	O/C1	On Call Weekday	per day	\$47.17	\$48.45
8	O/C2	On Call Weekend	per day	\$58.97	\$60.56
9	O/C3	Ug Tr On Call Eng	per day	\$73.19	\$75.17
10	O/C4	Ug Tr On Call Tech	per day	\$62.75	\$64.45
		Not Used			
		Not Used			
12	MEAL	Meal	per meal	\$13.68	\$14.05
13	CDMB	Charge Depot Meal Break	per day	\$5.66	\$5.82
14	CPLB	Charge Plant Meal Break	per day	\$4.65	\$4.77
		Not Used			
16	ASB	Asbestos	per hour	\$0.81	\$0.83
17	ASE	Asbestos Eradication	per hour	\$2.44	\$2.50
18	ACMP	Air Compressor Attendant	per hour	\$0.31	\$0.32
19	INSL	Insulwool	per hour	\$0.81	\$0.83
20	DIRT	Dirt	per day	\$4.70	\$4.83
21	PIT	Cable Pit	per day	\$11.11	\$11.41
22	COMM	Community Language	per week	\$22.06	\$22.66
23	SUST	Sustenance Allowance - pre paid accommodation	per day	\$82.57	\$84.80
		single location up to 35 days - no prepaid accommodation	per day	\$254.20	\$261.07
		single location after 35 days - no prepaid accommodation	per day	\$188.39	\$193.47
24	SKR	Skills Retention	per week	\$55.58	\$57.08
25	SR	Electrical Safety Rules	per week	\$129.89	\$129.89
26	SREO	ESO Safety Rules -60%	per week	\$77.94	\$77.94
27	SR80	Non-Elec Trade Safety Rules - 80%	per week	\$103.92	\$103.92
28	EL	Qualified Electrical Supervisor	per week	\$38.13	\$39.16
29	PRA	Qualified Supervisor Plumbing etc	per week	\$26.21	\$26.92
30	PTA	Plumbers Tool	per week	\$26.02	\$26.72
31	PLTA	Plasterers Tool	per week	\$23.68	\$24.32
32	CTA	Carpenters Tool	per week	\$29.13	\$29.91
33	VEH	Private Vehicle Usage	per klm	ATO Rates	

Appendix 1E: Ausgrid Adult Apprentice Rates

Classification	New Rates From	
	19/12/12	18/12/13
1st Year Adult Apprentice	\$815.02	\$837.02
2nd Year Adult Apprentice	\$851.74	\$874.74
3rd Year Adult Apprentice	\$885.03	\$908.92
4th Year Adult Apprentice	\$919.77	\$944.60
Internal Adult Apprentice	\$1,098.44	\$1,128.10

APPENDIX 2 ANNUAL LEAVE CONVERSION

METHOD FOR CONVERTING ANNUAL LEAVE AND SICK LEAVE ENTITLEMENTS TO HOURS

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

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

The method of work for these employees is to work eight (8) hours per day over a nine (9) day fortnight. Day workers work five (5) days in the first week and four (4) days in the second. Shift workers average nine (9) days per fortnight over their full roster. Day workers are paid at the appropriate rate for a 36 hour week but actually work 40 hours in the first week and 32 in the second. They work eight (8) hours per day and are paid for eight hours per day RDO. Shift workers are paid according to the actual hours worked each week.

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

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

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

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

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

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

SCHEDULE 1 – PROFESSIONALS, MANAGERS AND SPECIALISTS AGREEMENT 2012

1 Persons covered by this Agreement

1.1 The persons covered by this Agreement are:

Ausgrid
 Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch [APESMA]
 Community and Public Sector Union [CPSU]
 Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia [CEPU]
 Australian Municipal, Administrative, Clerical and Services Union New South Wales
 United Services Branch [USU/ASU]

2 Coverage and Duration

- 2.1 The Agreement regulates the terms and conditions of employment and rates of pay for current and future employees who are covered by this Agreement, in addition to the terms and conditions of the Ausgrid Agreement 2012. Where this Agreement is silent, the Ausgrid Agreement 2012 conditions shall apply. If there is any inconsistency between this Agreement and the Ausgrid Agreement 2012, then this Agreement shall prevail to the extent of the inconsistency. This Agreement shall operate in conjunction with the relevant policies and procedures adopted by Ausgrid from time to time.
- 2.2 The Agreement shall be made for a period of two (2) years commencing 19 December 2012.
- 2.3 This Agreement shall operate to regulate the terms and conditions of employment wherever current and future. Employees covered by the Agreement are employed by Ausgrid from time to time.
- 2.4 Employees in positions covered by the Agreement who are redeployed to a lower graded position shall have their salaries and benefits adjusted in line with prevailing Ausgrid policy on salary maintenance.
- 2.5 No employee shall be appointed or promoted to a position under this Agreement without first going through a competitive selection process. All positions will be the subject of selection by merit only and at the sole decision of the employer. This clause, at all times, is subject to the conditions and provisions of Ausgrid's Merit Appointment Policy.

3 Salary

3.1 Employees covered by the Agreement will receive rates of pay set out below:

	Annual Salary	
	19/12/12	18/12/13
Level 1	\$143,098.15	\$146,961.80
Level 2	\$151,245.50	\$155,329.13
Level 3	\$163,740.53	\$168,161.52

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

- 3.2.1 Travel or living expenses when working for Ausgrid. This clause operates with respect to Ausgrid policy and procedure.
- 3.2.2 Reimbursement of business related/educational expenses incurred in the course of employment with Ausgrid.
- 3.2.3 Those entitlements inferred under Clause 10 of this Agreement.
- 3.2.4 A weekly skills retention allowance, payable for all purposes, for the term of this Agreement only:

Rate per Week	
19/12/12	18/12/13
\$55.58	\$57.08

- 3.2.5 Employees who qualify for stage one competency National Professional Engineering Registration shall be paid the weekly all purpose allowance shown in the table below.

Rate per Week	
19/12/12	18/12/13
\$72.26	\$74.21

- 3.2.6 Employees who qualify for stage two competency National Professional Engineering Registration shall be paid the weekly all purpose allowance shown in the table below.

Rate per Week	
19/12/12	18/12/13
\$155.63	\$159.83

- 3.3 Employees covered by this Agreement are not entitled to Ausgrid Employee Day.

4 Salary Adjustment

- 4.1 Salary increases received under this Agreement will be exactly the same as those received under the Ausgrid Agreement 2012. The increases will also occur on the same date.
- 4.2 Those employees under this Agreement who receive a salary that is less than the nominated Pay Point for their respective level will have their salary increased to that level. New appointments to the Agreement will be employed at one of the Pay Points above according to the level of the position they are filling. The Manager's decision is final as to what Pay Point an employee is appointed to.
- 4.3 Payment of Remuneration
Salaries and employee nominated fringe benefits will be paid fortnightly to those financial institutions nominated by the employee (except in the case of hardship).
- 4.4 Employees covered by this Agreement will be entitled to any increases in employer sponsored superannuation as outlined under the Ausgrid Agreement 2012.

5 Fringe Benefits

- 5.1 Employees under this Agreement shall have access to fringe benefits on the basis of salary packaging arrangements. Any changes to fringe benefits tax (FBT) rates or method of calculation will be passed on to employees immediately.
- 5.2 Salary Packaging is limited to the following items:

- Motor Vehicle(s)
 - Superannuation
 - Child Care
 - Health Benefits
 - Mortgage
 - Laptop Computer
 - Income Protection
 - Other benefits as may become available from time to time.
- 5.2.1 Employees are responsible for meeting 100% of any FBT cost incurred through salary packaging.
- 5.2.2 Motor vehicle arrangements are subject to the conditions and provisions of Ausgrid's Motor Vehicle Policy.
- 5.3 All salary packaging arrangements must be prospective (i.e. forward looking) and all arrangements must be provided in writing. Similarly, salary packaging arrangements may be revoked upon provision of written notice.

6 Performance Agreements – Performance / Bonus Review

- 6.1 The employees in positions covered by this Agreement will be entitled to receive an agreed minimum remuneration in recognition of services for Ausgrid at an agreed standard. Further, those employees shall be entitled to receive additional remuneration for performance determined by reference to key result targets.
- 6.2 Each year, employees under this Agreement will be required to enter into a Performance Agreement with their Manager. This Performance Agreement will establish the key result areas/targets that the employees will be measured against as part of their annual performance review.
- 6.3 Each position covered by this Agreement will be the subject of a specific, individual job description to which the key areas/targets will relate.
- 6.4 The formal performance review will be held in July/August of each year and will be linked to the performance management system of Ausgrid.
- 6.5 The employee's performance for the year will be assessed against the achievement of these agreed key result areas/targets. Each Performance Agreement will specify the level of achievement/performance and dependent on the employee's performance may result in the payment of additional performance based remuneration to the employee.
- The performance-based remuneration will be determined by weighting based on company, divisional and individual performance criteria. Those performance targets will be agreed between the employee and the manager at the time of setting the employee's performance key result areas/targets.
- 6.6 Each Performance Agreement will provide access to the performance-based remuneration where the employee exceeds nominated performance targets.
- 6.7 The maximum remuneration for any year will be determined according to the employee's performance based remuneration. The amount paid will depend on the employee's performance against established targets and key result areas as agreed between the employee and their manager.
- 6.8 The maximum performance based bonus achievable is set at 10% of base salary.

- 6.9 Completed agreements must be submitted for registration with the senior manager and Manager Human Resource Operations at the beginning of each bonus assessment year; being 1 July – 30 June.
- 6.10 Employees may elect to have their bonus payments deferred up to a maximum of twelve (12) months.

7 Professionals, Managers and Specialists

- 7.1 A "Professional, Manager and Specialist" employee is an employee designated by the Divisional General Manager as such.
- 7.2 An employee designated as a Professional, Manager and Specialist may enter into an individual employment contract with Ausgrid. To the extent that an individual employment contract made under this clause seeks to vary the terms of this Agreement or the Ausgrid Agreement 2012, it will be made in accordance with Item 8 of this Agreement and clause 25 of the Ausgrid Agreement 2012.
- 7.3 This Agreement will only apply to a Professional, Manager and Specialist contract employee for the following:
- Annual Leave
 - Sick Leave
 - Long Service Leave
 - Parental Leave
 - Personal/Carer's Leave
 - Compassionate/Bereavement Leave
 - Career Break
 - Miscellaneous Employment Conditions
- 7.4 Ausgrid will disclose the other terms of Professional, Manager and Specialist employment contracts to the persons covered by this Agreement on a *commercial in confidence* basis. The persons covered by this Agreement may discuss the content and operation of the arrangements from time to time.
- 7.5 The employment contract for Professional, Manager and Specialist employees will include provisions in relation to:
- Remuneration and Remuneration Review Mechanism
 - Motor Vehicle(s)
 - Bonuses
 - Superannuation
 - Remuneration Packaging
- 7.6 Remuneration and the remaining conditions for Professional, Manager and Specialist contract employees will be contained within the individual contracts and have no connection with this Agreement or any other Agreement covering Ausgrid.
- 7.7 Existing employees of Ausgrid will have the option to remain on the Professionals, Managers and Specialists Agreement, or accept promotion to the relevant Agreement with coverage of the position. The Agreement remuneration level for Professional, Manager and Specialist positions will be identified in position advertisements for all internally advertised positions and will be advised on inquiry to internal applicants who are applying for externally advertised positions.

8 Individual Variations

- 8.1 Except as specifically provided, this item 8 is intended to operate in conjunction with and subject to the requirements of clause 25 of the Ausgrid Agreement 2012.
- 8.2 Whilst based upon a collectively bargained Agreement, the persons covered by this Agreement recognise that each of the positions covered by it are, and will increasingly become, individually specialised and that employees have or may have a desire to tailor their individual employment conditions within the context of this Agreement and the collective bargaining between the persons covered by this Agreement.
- 8.3 As part of this Agreement an individual will have the option to vary his/her remuneration and conditions of employment by agreement with the employer once during the term of this Agreement, provided that the employee is not disadvantaged when his/her remuneration and conditions are viewed as a whole against the unvaried remuneration and conditions. Variations made under this item 8 may include matters additional to those specified in clause 25.2.1 and 25.2.2 of the Ausgrid Agreement 2012 which shall specifically include but not be limited to variation of hours of work and entitlements above statutory minimums.
- 8.4 All such variations agreed between the employer and the employee will be notified to the industrial organisation of which the employee is a member on a *commercial in confidence* basis.
- 8.5 All variations will operate for the duration of this Agreement and until it is replaced or varied.
- 8.6 Any disputes, claims or grievances regarding variations will be subject to the Dispute Settlement Procedure in Clause 4 of the Ausgrid Agreement 2012.
- 8.7 All individual Variations Agreements must be recorded in writing and will be made in accordance with clause 25 of the Ausgrid Agreement 2012.

9 Hours of Work

- 9.1 Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will involve 40 hours per week and will involve working eight (8) hours per day over a five (5) day week or 160 hours per four weeks over 19 days at employee election.
- 9.2 Employees under this Agreement are not entitled to Rostered Days Off.

10 Overtime

- 10.1 Overtime will only be paid with the approval of the relevant General Manager (or their delegate). Where it is paid, overtime will be paid in accordance with the provisions of the Ausgrid Agreement 2012.
- 10.2 The employee and their manager may agree to time off work without deduction from salary for other than incidental overtime.

11 Duties as Directed

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

12 Multiskilling of Positions

- 12.1 The persons covered by this Agreement acknowledge that the interests of Ausgrid can be enhanced by the redesign of specific positions and that multiskilling may be appropriate.
- 12.2 All employees covered by this Agreement may be required by the employer to undertake a reasonable and necessary level of training to facilitate the employee in question being able to perform more and/or different functions and duties than he/she may have performed in the past. This requirement shall be commensurate with, and have regard to, the employee's training, skills and competence to perform such functions and duties to satisfactory and safe standards.

13 Acting in Positions

- 13.1 Employees who are not employed in a job covered by this Agreement but who act in a position covered by this Agreement shall be paid the salary for the position the appropriate level of remuneration and shall work in accordance with the conditions of this Agreement while acting. Ausgrid Agreement 2012 employees who act in a Professionals, Managers and Specialists Agreement position will not be entitled to either take or accrue rostered days off during the period of so acting.
- 13.2 Employees who are covered by this Agreement and act in another job covered by this Agreement shall receive the appropriate salary for the job in which they are acting.
- 13.3 Employees who are covered by this Agreement and who act in a senior contract position shall continue under the conditions of this Agreement but shall be paid according to the minimum remuneration for the said senior contract position or their current rate, whichever is the greater. General Managers/ managers may review and set the higher grade rate where applicable.
- 13.4 If an employee takes any form of leave during the first 13 weeks of the acting higher grade, the period of leave will not attract the higher rate of payment.

SCHEDULE 2 – ENGINEERS’ AGREEMENT 2012

1 Persons covered by this Agreement

1.1 The persons covered by this Agreement are:

- Ausgrid
- Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch [APESMA]
- Community and Public Sector Union [CPSU]

2 Coverage and Duration

2.1 This Agreement provides coverage of Ausgrid Engineers.

2.2 The Agreement regulates the terms and conditions of employment and rates of pay for current and future engineers who are covered by this Agreement, in addition to the terms and conditions of the Ausgrid Agreement 2012. Where this Agreement is silent, the Ausgrid Agreement 2012 conditions shall apply. If there is any inconsistency between this Agreement and the Ausgrid Agreement 2012, then this Agreement shall prevail to the extent of the inconsistency. This Agreement shall operate in conjunction with relevant policies and procedures adopted by Ausgrid from time to time.

2.3 The Agreement shall be made for a nominal period of two (2) years commencing from 19 December 2012.

2.4 No employee shall be appointed to a position under this Agreement without first going through a competitive selection process. All positions will be the subject of selection by merit only and at the sole decision of the employer. This clause, at all times, is subject to the conditions and provisions of the Ausgrid's Merit Appointment Policy.

3 Salary

3.1 Existing employees covered by this Agreement shall be appointed to the salaries set out below, as from 19 December 2010.

		Annual Salary	
Band	Level	19/12/12	18/12/13
1	1	\$69,898.82	\$71,786.09
	2	\$75,660.55	\$77,703.38
	3	\$83,536.64	\$85,792.13
	4	\$90,428.92	\$92,870.50
	5	\$95,957.19	\$98,548.03
2	1	\$105,956.56	\$108,817.38
	2	\$112,439.74	\$115,475.61
	3	\$121,706.52	\$124,992.60
	4	\$126,632.27	\$130,051.34

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

- 3.2.1 Travel or living expenses when working for Ausgrid. This clause operates with respect to Ausgrid Agreement 2012 and policy and procedure.
- 3.2.2 Reimbursement of business related/educational expenses incurred in the course of employment with Ausgrid. Employees should refer to the relevant Ausgrid policies and procedures for more information in respect of this clause.
- 3.2.3 Any entitlements under Clause 8 of this Agreement.
- 3.2.4 On Call Allowances as outlined in the Ausgrid Agreement 2012.
- 3.2.5 First Aid Allowance as outlined in the Ausgrid Agreement 2012.
- 3.2.6 Meal Allowance as outlined in the Ausgrid Agreement 2012.
- 3.2.7 Private Vehicle Usage – ATO Rates as outline in the Ausgrid Agreement 2012.
- 3.2.8 A weekly skills retention allowance, payable for all purposes,.
 - 3.2.8.1 Employees who qualify for stage one competency National Professional Engineering Registration shall be paid the weekly all purpose allowance shown in the table below.

Rate per Week	
19/12/12	18/12/13
\$72.26	\$74.21

- 3.2.8.2 Employees who qualify for stage two competency National Professional Engineering Registration shall be paid the weekly all purpose allowance shown in the table below.

Rate per Week	
19/12/12	18/12/13
\$155.63	\$159.83

4 Salary Adjustment

- 4.1 Salary increases received under this Agreement will be exactly the same as those received under the Ausgrid Agreement 2012. The increases will also occur on the same date.

5 Progression

- 5.1 Band 1 progression

Engineers appointed to band 1 shall spend a minimum of twelve months at each level before being eligible to progress to the next level. A satisfactory Performance Development System (PDS) result (in accordance with Clause 6) is required each year in order to progress. An engineer shall complete a minimum of 24 months service in band 1 before becoming eligible for appointment to an advertised band 2 position. Shorter periods of service on the program are subject to the approval of EGM-HR or their delegate.

- 5.2 Progression from band 1 to band 2 will be by Merit Appointment only.

Appointments to band 2 level positions will be made to the Division, meaning that the employee will be required to move from their appointed position to meet the needs of the Division or as part of a development plan established with their Branch or Division manager.

- 5.3 To progress from band 2 Level 1 to band 2 Level 2 an Engineer must be able to demonstrate
- satisfactory PDS results for two consecutive years at band 2 Level 1.
- 5.4 To progress from band 2 Level 2 to band 2 Level 3 an Engineer must be able to demonstrate
- satisfactory PDS results for three consecutive years at band 2 Level 2, and
 - that they have moved to a new position at band 2 level 2 for 18 months since their original appointment to band 2 (this maybe a longer or shorter period depending on individual development or business need but will not be less than 12 months).
- 5.5 To progress from band 2 Level 3 to band 2 Level 4 an Engineer must be able to demonstrate
- satisfactory PDS results for four consecutive years at band 2 Level 3, and
 - that they are currently registered on the National Professional Engineers Register (NPER) or have obtained Chartered Professional Engineer status.
- 5.6 Band 3 positions will no longer be advertised and exist on a present occupant only basis. Positions graded at this level for engineers will be placed on the Professional, Managers & Specialist Enterprise Agreement.
- 5.7 Engineers on band 3 Level 1 will transition under this agreement to band 2 Level 4 at the same pay point.
- 5.8 Progression outside the provisions of clauses 5.1-5.5 may occur with the approval of the relevant General Manager, in recognition of exceptional achievement, performance, higher workload, or to cater for business needs.

6 Performance Development System

- 6.1 The performance development process involves engineers and their manager determining what needs to be done during the year, discussing progress, reviewing achievement and giving feedback. Work plans are focused on our corporate goals and single set of shared goals.
- 6.2 A formal performance progress review should be carried out with the manager or supervisor six (6) months after you have agreed your work plan objectives. The final performance review shall then be carried out at the end of twelve (12) months. The performance development system cycle operates on a financial year basis.

7 Individual Variations

- 7.1 Except as specifically provided, this item 7 is intended to operate in conjunction with and subject to the requirements of clause 25 of the Ausgrid Agreement 2012.
- 7.2 As part of this Agreement an individual will have the option to vary his/her remuneration and conditions of employment by agreement with the employer once during the term of this Agreement, provided that the employee is not disadvantaged when his/her remuneration and conditions are viewed as a whole against the unvaried remuneration and conditions. Variations made under this item 7 may include matters additional to those specified in clause 25.2.1 and 25.2.2 of the Ausgrid Agreement 2012 which shall specifically include but not be limited to variation of hours of work and entitlements above statutory minimums.
- 7.3 All such variations agreed between the employer and the employee will, on request, be notified to the industrial organisation of which the employee is a member on a confidential basis.
- 7.4 All variations will operate for the duration of this Agreement and until it is replaced or varied.
- 7.5 Any disputes, claim or grievances regarding variations will be subject to the Dispute Settlement Procedure in Clause 4 of the Ausgrid Agreement 2012.

- 7.6 All individual Variations Agreements must be recorded in writing and will be made in accordance with clause 25 of the Ausgrid Agreement 2012.

8 Overtime

- 8.1 This clause refers to the Overtime Clause that appears in the Ausgrid Agreement 2012. Any changes to the aforementioned Ausgrid Agreement 2012 Overtime Clause shall take effect in this Agreement. Those people who are required to perform other than incidental overtime will be paid at the appropriate rate.
- 8.2 This clause applies unless varied by an Individual Variation Agreement.

9 Secondment

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

10 Duties as Directed

- 10.1 The relevant General Manager may direct employees under this Agreement to carry out such duties at their normal place of employment or other locations (by consultation) as may be required from time to time provided that the duties are within the employee's skill, competence and training.

11 Multiskilling of Positions

- 11.1 The persons covered by this Agreement acknowledge that the interests of Ausgrid can be enhanced by the redesign of specific positions and that multiskilling may be appropriate.
- 11.2 All employees covered by this Agreement may be required by the employer to undertake a reasonable level of training to enhance the employee's skill level. This requirement shall be commensurate with and have regard to the employee's training, skills and competence to perform such functions and duties to satisfactory and safe standards. Wherever a position is redesigned or multiskilling of an existing position is identified as a desired outcome, consultation with the affected work group/individual shall take place.

12 Acting in Positions

- 12.1 Employees who act in a position covered by this Agreement shall be paid the salary for the position as described in Clause 3 and in accordance with the conditions of this Agreement while acting.
- 12.2 Employees who are covered by this Agreement and who act in a Senior Contract position shall continue under the conditions of this Agreement but shall be paid according to the minimum remuneration for the said Senior Contract position or their current rate, whichever is the greater. General Managers/ managers may review and set the higher grade rate where applicable. Engineers Agreement employees who act in a senior contract position will not be entitled to either take or accrue rostered day off during the period of so acting.

SCHEDULE 3 – EXECUTIVE ASSISTANTS’ AGREEMENT 2012

1 Persons covered by this Agreement

1.1 The persons covered by this Agreement are:

- Ausgrid
- Australian Municipal, Administrative, Clerical and Services Union New South Wales United Services Branch [USU/ASU]
- Community and Public Sector Union [CPSU]

2 Coverage and Duration

2.1 This Agreement provides coverage for current and future employees classified as Executive Assistants to Ausgrid's Chief Operating Officer, General Managers and the Corporate Secretariat.

2.2 The Agreement regulates the terms and conditions of employment and rates of pay for current and future employees who are covered by this Agreement, in addition to the terms and conditions of the Ausgrid Agreement 2012. Where this Agreement is silent, the Ausgrid Agreement 2012 conditions shall apply. If there is any inconsistency between this Agreement and the Ausgrid Agreement 2012, then this Agreement shall prevail to the extent of the inconsistency. This Agreement is in force this Agreement shall operate in conjunction with the relevant policies and procedures adopted by Ausgrid from time to time.

2.3 The Agreement shall be made for a period of two (2) years commencing 19 December 2012.

2.4 Employees in positions covered by the Agreement who are redeployed to a lower graded position shall have their salaries and benefits adjusted in line with prevailing Ausgrid policy on salary maintenance.

2.5 No employee shall be appointed or promoted to a position under this Agreement without first going through competitive selection process. All positions will be the subject of selection by merit only and at the sole decision of the employer. This includes promotion or appointment that follows re-evaluation of a position. This clause, at all times, is subject to the conditions and provisions of Ausgrid's Merit Appointment Policy.

3 Salary

3.1 Existing employees covered by this Agreement shall be paid the appropriate wage or salary according to their approved Pay Point within the Administrative/ Clerical pay structure, including any access to Supplementary Pay Points as managed separately by each Division.

3.2 Transferral from Ausgrid Agreement 2012 to Agreement conditions involves the relinquishing of Rostered Days Off (RDOs) for those employees who will meet the standard hours of work as identified at Clause 5, depending on both the business requirements and the individual's needs. Due to the variation of terms required by employees covered by this Agreement with regard to relinquished RDOs, details will be provided in an Individual Variation Agreement, as set out at Clause 5.

3.2.1 An individual who nominates to relinquish any RDOs through an Individual Variation Agreement will have the compensatory amount added to their base salary.

3.2.2 Relinquished RDOs will be compensated at ordinary time only.

- 3.3 The salaries in 3.1 above are payable for all purposes and are inclusive of all allowances and hours of work other than:
- 3.3.1 Travel or living expenses when working for Ausgrid. This clause operates with respect to Ausgrid policy and procedure.
 - 3.3.2 Reimbursement of business related/educational expenses incurred in the course of employment with Ausgrid.
 - 3.3.3 Any Individual Variation Agreement made, as identified in Clause 5 of this Agreement, in accordance with the agreed guidelines developed by the persons covered by this Agreement.

4 Performance/Bonus Review

- 4.1 The employees covered by this Agreement are entitled to receive an agreed minimum remuneration in recognition of services for Ausgrid at an agreed standard. Further, those employees may be entitled to receive additional remuneration for performance determined by reference to key result areas.
- 4.2 The maximum performance based bonus achievable is set at 10% of base salary as identified in the Individual Variations Agreement.
- 4.3 Each year, employees under this Agreement will be required to enter into a Performance Agreement with their Manager. This Performance Agreement will establish the key results areas/targets that the employees will be measured against as part of their annual performance review.
- 4.4 Each position covered by this Agreement will be the subject of a specific, individual job description to which the key areas/targets will relate.
- 4.5 The formal performance review will be held in July/August of each year and will be linked to the performance management system of Ausgrid.
- 4.6 The employee's performance for the year will be assessed against the achievement of the agreed key result areas/targets. Each Performance Agreement will specify the level of achievement/performance and dependent on the employee's performance may result in the payment of additional performance based remuneration to the employee.
- 4.7 The performance based remuneration will be determined by weighting based on 20% divisional and 80% individual performance criteria. Those performance targets will be agreed between the employee and the manager at the time of setting the employee's performance key result areas/targets.
- 4.8 Each Performance Agreement will provide access to the performance based remuneration where the employee exceeds nominated performance targets.
- 4.9 The maximum total remuneration, as identified by Clause 4.2, for any year will be determined according to the employee's performance based remuneration outcome. The amount paid will depend on the employee's performance against established targets and key result areas as agreed between the employee and their manager.
- 4.10 Completed Performance Agreements must be submitted for registration with the Chief Operating Officer, General Manager or Corporate Secretary, and the Remuneration and Benefits Administrator at the beginning of each bonus assessment year, being 1 July – 30 June.
- 4.11 Achievement of performance related remuneration under this Agreement will operate in accordance with Ausgrid's bonus payment policy.

5 Individual Variations

- 5.1 Except as specifically provided, this item 5 is intended to operate in conjunction with and subject to the requirements of clause 23 of the Ausgrid Agreement 2012.
- 5.2 Whilst based upon a collectively bargained Agreement, the persons covered by this Agreement recognise that each of the positions covered by it are and will increasingly become, individually specialised and that employees have or may have a desire to tailor their individual employment conditions within the context of this Agreement and the collective bargaining between the persons covered by this Agreement.
- 5.3 As part of this Agreement an individual will have the option to vary his/her remuneration and conditions of employment by Agreement with the employer once during the term of this Agreement, provided that the employee is not disadvantaged when his/her remuneration and conditions are viewed as a whole against the unvaried remuneration and conditions. Variations made under this item 5 may include matters additional to those specified in clause 25.2.1 and 25.2.2 of the Ausgrid Agreement 2012 which shall specifically include but not be limited to variation of hours of work and entitlements above statutory minimums.
- 5.4 All such variations agreed between the employer and the employee will be notified to the industrial organisation of which the employee is a member on a commercial in confidence basis.
- 5.5 All variations will operate for the duration of this Agreement and until it is replaced or varied.
- 5.6 Any disputes, claims or grievances regarding variations will be subject to the Dispute Settlement Procedure in Clause 4 of the Ausgrid Agreement 2012.
- 5.7 All individual variations must be recorded in writing and will be made in accordance with clause 23 of the Ausgrid Agreement 2012.

6 Hours of Work

- 6.1 Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will involve 40 hours per week and will involve working eight (8) hours per day over a five (5) day week, unless an Individual Variation Agreement establishes otherwise.

7 Overtime

- 7.1 Overtime will be paid at the discretion of the individual manager and in accordance with the Ausgrid Agreement 2012.
 - 7.1.1 When receiving phone calls or responding to messages outside normal rostered workings hours or during a rostered day off.
 - 7.1.2 When providing advice or finding solutions outside normal rostered working hours or during a rostered day off.
 - 7.1.3 When required to adjust starting and finishing times to accommodate short term variance in work demands.

8 Fixed Term Employment

- 8.1 A fixed term employee is one who is engaged for a fixed period of time. "Fixed Term Employment" is defined as a period of employment for the duration of a specific project, or where it is expected that there will not be a continuing need for the position. At the expiry of the term, the employee shall no longer be employed. There is no expectation that fixed term employment will be extended beyond the specified duration or project.

- 8.2 Fixed term employees shall be paid and be entitled to all the conditions under this Agreement which are appropriate.
- 8.3 The persons covered by this Agreement will consult and reach agreement before appointments are made under this clause. Ausgrid reserves the right to review the need for the position at the end of the stated term of the period of fixed employment.
- 8.4 Employees covered by the classifications under the Ausgrid Agreement 2012 may be employed under this provision on a fixed term basis. On completion of the period of fixed term employment, the employee will revert back to Ausgrid Agreement 2012 conditions of employment.
- 8.5 Any external engagement(s) under this clause are subject to the exhaustion of internal merit appointment alternatives and are for the purpose of providing coverage during extended periods of leave which may be taken by the incumbent employee from time to time.
- 8.6 Access to performance based remuneration for employees engaged under this clause will be determined by application of Ausgrid's bonus payment policy to the specific conditions of engagement.

9 Secondment

- 9.1 Where an employee's conditions of employment are covered by this Agreement, the employee may be employed under an Individual Contract of Employment for a specific period of time. On termination of this period of time/contract the employee will revert back to the employment conditions prescribed by this Agreement.
- 9.2 Where an employee successfully applied for a seconded role covered by the Ausgrid Agreement 2012, all relevant Ausgrid Agreement 2012 conditions and rates of pay of the advertised role shall apply.

10 Duties as Directed

- 10.1 The relevant General Manager, Chief Operating Officer or Corporate Secretary may direct employees under this Agreement to carry out such duties at their normal place of employment or other locations (by consultation) as may be required from time to time provided that the duties are within the employee's skill, competence and training, and satisfy any relevant professional code of ethics.

11 Competency Development Framework

- 11.1 The persons covered by this Agreement acknowledge that the continuing development of the positions covered by this Agreement is in the interest of Ausgrid and can be enhanced through a competency framework to compliment the delivery of performance and related remuneration and identify the areas of development for the individual that may be appropriate.
- 11.2 The competency framework will be aligned to the nationally recognised competency standards, and comply with the National Qualifications Packaging Rules in order to gain recognised qualification(s), as established by the Australian National Trading Authority.
- 11.3 All employees covered by this Agreement may be required by the employer to undertake a reasonable and necessary level of training to facilitate the employee in question being able to perform more and/or different functions and duties than he/she may have performed in the past. This requirement shall be commensurate with, and have a regard to the employee's training, skills and competence to perform such functions and duties to satisfactory and safe standards.

12 Acting in Positions

- 12.1 Employees who are not employed in a job covered by this Agreement but who act in a position covered by this Agreement shall continue to be employed under the terms of Ausgrid Agreement 2012, but shall be paid the salary for the position at the base grade of the incumbent, without access to the additional Supplementary Pay Points and shall work in accordance with the conditions of this Agreement whilst acting.
- 12.2 Ausgrid Agreement 2012 employees who act in a position covered by this Agreement are entitled to accrue all rostered days off which occur during the period of acting, up to a maximum of twelve (12) months, in order to meet the hours of work stipulated at Clause 5.
 - 12.2.1 The employee may elect to receive payment for all accrued RDOs, prior to returning to their Ausgrid Australia 2012 position, subject to management approval. Such payment will be made at the base rate paid whilst working under the conditions of this Agreement.
 - 12.2.2 Alternatively the employee may elect to utilise the balance of accrued RDOs as a form of leave, within six (6) months of returning to their Ausgrid Agreement 2012, subject to management approval.
 - 12.2.2.1 Where an employee has been acting in a position covered by this Agreement for the maximum period of twelve (12) months then the election to utilise the balance of RDOs as a form of leave must be within twelve (12) months of returning to their Ausgrid Agreement 2012 position.
 - 12.2.3 The above election at 12.2.2 and 12.2.2.1 must be made prior to commencing in the acting position covered by this Agreement and with the approval of the releasing manager.
- 12.3 Employees who are covered by this Agreement and act in another job covered by this Agreement shall receive the appropriate salary for the job in which they are acting.
- 12.4 Employees who are covered by this Agreement and act in a senior contract position shall continue under the conditions of this Agreement but shall be paid according to the minimum remuneration for the said senior contract position or their current rate, whichever is the greater. General Managers/ managers may review and set the higher grade rate where applicable.
- 12.5 Where an employee successfully applies to act in a position covered by the Ausgrid Agreement 2012, all relevant Ausgrid Agreement 2012 conditions and rate of pay of the acting role shall apply.
- 12.6 If an employee takes any form of leave during the first 13 weeks of an acting higher grade, the period of leave will not attract the high rate of payment.
- 12.7 Any application of the performance based remuneration as identified at Clause 4 of this Agreement shall be in accordance with the Ausgrid Bonus Payment Policy.

SCHEDULE 4 – COMMERCIAL GRADUATE'S AGREEMENT 2012

1 Persons covered by this Agreement

1.1 The persons covered by this Agreement are:

- Ausgrid
- Association of Professional Engineers, Scientists and Managers Australia, New South Wales Branch [APESMA]
- Australian Municipal, Administrative, Clerical and Services Union New South Wales United Services Branch [USU/ASU]
- Community and Public Sector Union [CPSU]

2 Coverage and Duration

2.1 The Agreement totally regulates the terms and conditions of employment and rates of pay for current and future employees who are covered by this Agreement, in addition to the Ausgrid Agreement 2012 whilst this Agreement is in force. This Agreement shall operate in conjunction with the relevant policies and procedures adopted by Ausgrid from time to time.

2.2 The Agreement shall be made for a period of two (2) years commencing 19 December 2012.

2.3 This Agreement shall operate to regulate the terms and conditions of employment of current and future employees covered by the Agreement whose letter of appointment states their employment classification to be that of a Commercial Graduate.

2.4 If a Commercial graduate is appointed to an established position within Ausgrid their terms and conditions will cease to be covered by this Agreement and will thereafter be covered by the relevant Agreement covering the classification or position occupied.

3 Declaration

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

3.2 The persons covered by this Agreement declare that it is not their intention to promote these arrangements as being suitable for employees other than Commercial Graduate Program employees.

4 Salary per annum

4.1

On Commencement	After six Months Subject to satisfactory performance assessment	Second year Subject to satisfactory performance assessment	After 18 Months Subject to satisfactory performance assessment
\$51,747.97	\$52,782.93	\$56,985.62	\$58,125.32

4.2 The salaries are payable for all purposes and are inclusive of all allowances and hours of work other than:

4.2.1 Travel or living expenses when working outside Ausgrid's supply area.

4.2.2 Reimbursement of business related/educational expenses incurred in the course of employment with Ausgrid.

4.3 Progression beyond the salary in 4.1 above is subject to satisfactory performance against agreed Key Result Areas, negotiated between the employee and supervisor.

5 Hours of Work

5.1 Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will normally involve work over a five (5) day week, eight (8) hours per day, Monday to Friday. Ordinary hours of work will not exceed 40 per week averaged over 52 weeks.

5.2 The start and finish times shall be agreed with each employee and shall be flexible enough to meet both their personal needs and the needs of the job and the customers.

5.3 Employees are entitled to unpaid break of 30 minutes per day. The exact timing and duration shall be agreed on an ad hoc basis to meet both the employee's needs and the needs of the job and the customers.

5.4 Employees can be granted time off in lieu of additional hours worked with the agreement of their manager. Any additional hours worked shall be reasonable in light of the rates of pay involved.

6 Overtime

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

7 Public Holidays

7.1 Employees are entitled to be absent from work without loss of ordinary pay for any day which is gazetted as a Public Holiday for the areas in which they would normally work.

7.2 Employees under this Agreement are not entitled to Ausgrid Employee Day.

8 Terms of Employment

8.1 Notice of Termination

8.1.1 Ausgrid shall give an employee four (4) weeks of notice or payment in lieu:

8.1.1.1 This period of notice given by Ausgrid is increased by one (1) week if the employee is over 45 years of age and has completed at least two (2) years of continuous service with Ausgrid.

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

8.1.1.3 Employees shall provide Ausgrid with not less than four (4) weeks notice of termination or forfeit four (4) week's wages in lieu.

8.2 If an employee is absent without notifying Ausgrid for a continuous period of five (5) working days without reasonable cause, they will be considered to have abandoned their employment and may be dismissed effective from the last day actually work.

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

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

- 8.5 Employees are not entitled to pay in the following circumstances:
- 8.5.1 Where an employee is absent without authorisation, or
 - 8.5.2 Where an employee is absent due to sickness but has no entitlement to paid sick leave.
- 8.6 Suspension without pay for an appropriate time may be applied as an alternative to dismissal. This should be discussed with the employee and the relevant union before a final decision is made.
- 8.7 The Ausgrid redundancy policy applies to individuals under this Agreement.

9 Duties as Directed

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

10 Miscellaneous Conditions of Employment

- 10.1 Further Education Expenses
- Compulsory text books and self education expenses will be 100% refundable, subject to on going satisfactory work performance and successful completion of all subjects.

SCHEDULE 5 -- ATTACHMENT which is attached for clarity but is not part of the agreement

This Schedule 5 contains:

Employers recognised for Prior Service

Employers Recognised for Prior Service

Recognised NSW Government Departments as at 26 July 1996

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

Department of Corrective Services
 New South Wales Crime Commission
 New South Wales Dairy Corporation
 Darling Harbour Authority
 Department of Community Services
 Office of the Director of Public
 Prosecutions
 Department of Energy
 Environment Protection Authority
 Ethnic Affairs Commission
 NSW Fisheries
 Forestry Commission (except State
 Forests)
 Department of Gaming and Racing
 Department of Health Care
 Complaints Commission
**Recognised NSW Government
 Departments as at 26 July 1996**

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

List of Recognised NSW**Authorities**

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

The Royal North Shore Hospital of
 Sydney
 The Royal South Sydney Hospital
 The Ryde District Soldiers' Memorial
 Hospital
 The St George Hospital
 The Sutherland Hospital
 The Sydney Hospital
 The Sydney Homoeopathic Hospital
 The Sydney Home Nursing Service
 The Western Suburbs Hospital
 The Women's Hospital (Crown Street)
 The Karitane Mothercraft Society in
 respect of: Karitane Mothercraft
 Training Centre, Woollahra
 The Australian Red Cross Society in
 respect of : Blood Transfusion
 Service; The Graythwaite Red Cross
 Home, North Sydney; Eleanor
 Mackinnon Junior Red Cross Home,
 Cronulla; The Lady Gowrie Red Cross
 Convalescent Home, Gordon; Berida
 Junior Red Cross Home; The
 Bodington Red Cross Hospital
 The Benevolent Society of New South
 Wales in respect of: The Royal
 Hospital for Women: Scarba (Bondi)
 NSW College of Nursing
 New South Wales Society for Crippled
 Children in respect of: Margaret Reid
 Home, St Ives; Cleveland Hospital
 and Clinic for Crippled Children (Surry
 Hills)
 Beverley Park Home, Campbelltown
 The Carrington Centennial Hospital
 for Convalescents
 The Royal Ryde Homes
 Royal Society for the Welfare of
 Mothers and Babies in respect of: The
 Carpenter Mothercraft
 Home, Wollstonecraft; The Tresillian
 Homes at Petersham, Vacluse and
 Willoughby
 United Dental Hospital
 The Adelong Hospital
 The Albury Base Hospital
 The Armidale and New England
 Hospital, Armidale
 The Ballina District Hospital

The Balranald District Hospital	The Crookwell District Hospital
The Bangalow District (War Memorial) Hospital	The Cudal War Memorial Hospital
The Barham and Koondrook Soldiers' Memorial Hospital	The Culcairn District Hospital
The Barraba Hospital	The Delegate District Hospital
The Bateman's Bay District Hospital	The Deniliquin Hospital
The Bathurst District Hospital	The Dorriggo Hospital
The Batlow District Hospital	The Dubbo Base Hospital
The Bega District Hospital	The Dunedoo War Memorial Hospital
The Bellinger River District Hospital	The Dungog and District Hospital
The Berrigan War Memorial Hospital	The Eugowra Memorial Hospital
The Bowral and District Hospital	The Finley Hospital
The Bingara District Hospital	The Forbes District Hospital
The Blacktown District Hospital	The Gilgandra District Hospital
The Blayney District Hospital	The Glen Innes District Hospital
The Blue Mountains District Anzac Memorial Hospital	The Gloucester Soldiers' Memorial Hospital
The Boggabri District Hospital	The Goodooga District Hospital
The Bombala District Hospital	The Gosford District Hospital
The Boorowa District Hospital	The Goulburn Base Hospital,
The Bourke District Hospital	The Governor Phillip Special Hospital (Penrith)
The Braidwood District Hospital	The Gower Wilson Memorial Hospital, Lord Howe Island
The Brentwood Hospital, Muswellbrook	The Grafton Base Hospital
The Brewarrina District Hospital	The Aruma Home (Grafton)
The Broken Hill and District Hospital	The Grenfell District Hospital
The Bulahdelah District Hospital	The Griffith Base Hospital
The Bulli District Hospital	The Gulgong District Hospital
The Byron District Hospital	The Gundagai District Hospital
The Camden District Hospital	The Gunnedah District Hospital
The Campbell Hospital, Coraki	The Guyra District War Memorial Hospital
The Canowindra Soldiers' Memorial Hospital	The Hastings District Hospital
The Carcoar District Hospital	The Hawkesbury Benevolent Society and Hospital
The Casino and District Memorial Hospital	The Hay Hospital
The Cessnock District Hospital	The Henty District Hospital
The Cobar District Hospital	The Hillston District Hospital
The Coffs Harbour and District Hospital	The Holbrook District Hospital
The Coledale District Hospital	The Inverell District Hospital
The Collarenebri District Hospital	The Ivanhoe District Hospital
The Condobolin District Hospital	The Jerilderie District Hospital
The Coolah District Hospital	The Junee District Hospital
The Cooma District Hospital	The Kiama District Hospital
The Coonabarabran District Hospital	The Kyogle Memorial Hospital
The Coonamble District Hospital	The Kurri Kurri District Hospital
The Cootamundra District Hospital	The Lake Cargelligo District Hospital
The Corowa Hospital	The Leeton District Hospital
The Cowra District Hospital	The Lismore Base Hospital
	The Lithgow District Hospital
	The Lockhart and District Hospital

The McCaughey Memorial Hospital, Urana	The Tottenham Hospital
The Macksville and District Hospital	The Trangie Hospital
The Maclean (Lower Clarence) Hospital	The Tullamore District Hospital
The Macleay District Hospital	The Tumbarumba District Hospital
The Maitland Hospital	The Tumut and District Hospital
The Manilla District Hospital	The Tweed District Hospital
The Manning River District Hospital	The Urbenville and District Hospital
The Merriwa District Hospital	The Ungarie District Hospital
The Milton-Ulladulla Hospital	The Vegetable Creek Hospital
The Molong District Hospital	The Wagga Wagga Base Hospital
The Moree District Hospital	The Walcha District Hospital
The Moruya District Hospital	The Wallsend District Hospital
The Mudgee District Hospital	The Walgett District Hospital
The Mullumbimby and District War Memorial Hospital	The Warialda District Hospital
The Murrumburrah-Harden District Hospital	The Warren District Hospital
The Narrabri District Hospital	The Wauchope District Memorial Hospital
The Narrandera District Hospital	The Wee Waa District Hospital
The Narromine District Hospital	The Wellington District Hospital
The Nepean District Hospital	The Wentworth District Hospital
The Newcastle Western Suburbs Maternity Hospital	The Werris Creek District Hospital
The Nimbin District Memorial Hospital	The Wilcannia and District Hospital
The Nyngan District Hospital	The Wilson Memorial Hospital (Murrurundi)
The Oberon District Hospital	The Wingham and District War Memorial Hospital
The Old Folks' Home (Broken Hill)	The Wollongong Hospital
The Orange Base Hospital	The Wyalong and District Hospital
The Pambula District Hospital	The Yass District Hospital
The Parkes District Hospital	The Yeoval Hospital
The Port Kembla District Hospital	The Young District Hospital
The Portland District Hospital	The Royal Prince Alfred Hospital
The Prince Albert Memorial Hospital (Tenterfield)	The Royal Alexandra Hospital for Children
The Queanbeyan District Hospital	Chatswood District Community Hospital
The Queen Victoria Memorial Hospitals	Public Transport Commission of New South Wales
The Quirindi District Hospital	New South Wales Ambulance Board
The Royal Newcastle Hospital	Zoological Parks Board of New South Wales
The Rylstone District Hospital	Health Commission of New South Wales
The Scott Memorial Hospital (Scone)	Dairy Industry of New South Wales
The Shoal haven District Memorial Hospital	Sydney Cove Redevelopment Authority
The Singleton District Hospital	New South Wales Planning and Environment Commission
The Tamworth Base Hospital	Metropolitan Waste Disposal Authority (Waste Recycling and Processing Service of NSW)
The Temora and District Hospital	
The Tibooburra District Hospital	
The Tingha District Hospital	
The Tocumwal Hospital	

Totalizer Agency Board of New South
Wales
New South Wales Retirement Board
Transport Retirement Board
New South Wales Fish Marketing
Authority
Greyhound Racing Control Board
New South Wales Film Corporation
New South Wales Hospitals Planning
Advisory Centre
Trotting Authority of New South Wales
Westmead Centre of the Parramatta
Hospitals
Sydney Farm Produce Authority
Market

Public Authorities Superannuation
Board (State Authorities
Superannuation Board)
Independent Commission Against
Corruption
Judicial Commission of New South
Wales
ACT Electricity and Water Authority
Community Welfare Corporation
Home Care Service of New South
Wales
New South Wales Lotteries
Government Pricing Tribunal of New
South Wales

Services for former electricity distributors recognised for extended leave purposes

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

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

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