



# ENTERPRISE AGREEMENT 2017

<b>OBJECTS, COVERAGE AND OPERATION OF THE AGREEMENT.....</b>	<b>6</b>
<b>1. Objects.....</b>	<b>6</b>
1.1 Objects of the Agreement .....	6
1.2 Coverage.....	6
<b>2. Operation .....</b>	<b>6</b>
2.1 Term of the Agreement.....	6
2.2 Relationship of this Agreement to other Agreements .....	7
2.3 No Extra Claims.....	7
2.4 Definitions.....	7
<b>INTENT AND COMMITMENT.....</b>	<b>8</b>
<b>3. Intent .....</b>	<b>8</b>
<b>4. Commitment .....</b>	<b>8</b>
4.1 Commitments of those covered by this Agreement.....	8
4.2 Competency Based Progression System.....	8
4.3 Leave Reserved .....	8
4.4 Consultation for next Agreement.....	8
<b>CONSULTATION, COMMUNICATION AND WORK PRACTICE CHANGES .....</b>	<b>9</b>
<b>5. Consultation .....</b>	<b>9</b>
5.1 Requirement to Consult .....	9
5.2 Consultative Committees.....	9
5.3 Consultative Committee Objectives .....	9
5.4 Disputes .....	9
<b>6. Work Practice Change .....</b>	<b>10</b>
6.1 Continuous Improvement and Best Practice .....	10
6.2 Change following Consultation.....	10
6.3 Commitment for Consultation .....	10
<b>EMPLOYMENT, WAGES AND SALARIES.....</b>	<b>11</b>
<b>7. Contract of Employment.....</b>	<b>11</b>
7.1 Duties of Endeavour Energy .....	11
7.2 Duties of Employees.....	11
7.3 Obligation to Use Skills.....	11
7.4 Working Environment .....	11
7.5 Normal Journey .....	11
7.6 Categories of Employment.....	12
7.7 Apprentices and Trainees .....	13
7.8 Probationary Periods .....	13
7.9 Calculation of Service .....	13
<b>8. Wages and Salaries.....</b>	<b>14</b>
8.1 Rates of Pay.....	14
8.2 Salary Sacrifice.....	14
8.3 Protection of Rate of Pay .....	14
8.4 Temporary Reclassification.....	15
8.5 Superannuation .....	15
8.6 Deductions from Wages.....	16
<b>9. Termination of Employment .....</b>	<b>16</b>
9.1 Notice .....	16
9.2 Termination.....	17
9.3 Abandonment of Employment.....	17
9.4 Redundancy & Salary Maintenance .....	17

<b>FLEXIBILITY .....</b>	<b>19</b>
<b>10. Facilitative provision.....</b>	<b>19</b>
10.1 Agreement to vary Agreement provisions .....	19
10.2 Consultation.....	19
10.3 Facilitative Agreement (Volunteers) .....	19
<b>11. Individual Flexibility Term .....</b>	<b>20</b>
11.1 Individual Flexibility Arrangement .....	20
<b>HOUR OF WORK, OVERTIME AND STANDBY .....</b>	<b>21</b>
<b>12. Working Hours .....</b>	<b>21</b>
12.1 Ordinary Hours .....	21
12.2 Facilitative Provision .....	21
12.3 Supervisors, Manager/Specialists, Endeavour Energy Officers & Transition Contract Employees.....	21
12.4 Starting and finishing times.....	21
12.5 Rostering of Ordinary Working Hours .....	21
<b>13. Overtime .....</b>	<b>22</b>
13.1 Working Reasonable Overtime .....	22
13.2 Work Outside Ordinary Hours .....	22
<b>14. Stand by (On Call) .....</b>	<b>24</b>
<b>SHIFT WORK .....</b>	<b>26</b>
<b>15. Shift Work .....</b>	<b>26</b>
15.2 Definitions.....	26
15.3 Payments for Shift Work .....	26
15.4 Overtime for Shift Workers.....	27
15.5 Change of Roster .....	27
15.6 Temporary Night Shift Work by volunteers (Excluding Facilitative Arrangements) 27	
<b>LEAVE AND PUBLIC HOLIDAYS.....</b>	<b>29</b>
<b>16. Annual leave .....</b>	<b>29</b>
16.1 Entitlement .....	29
16.2 Taking Annual Leave .....	29
16.3 Accrual of Annual Leave .....	29
<b>17. Purchased Leave.....</b>	<b>30</b>
17.1 Purchasing Leave .....	30
17.2 Taking Purchased leave .....	30
17.3 Termination of employment or inability to take purchased leave .....	30
17.4 Reallocation of workloads .....	30
17.5 Superannuation .....	31
<b>18. Long Service Leave.....</b>	<b>31</b>
18.1 Entitlement .....	31
18.2 Adjustment to entitlement for employees who have moved from full time to part time employment.....	31
18.3 Payment for Long Service Leave Period.....	31
18.4 Taking Long Service Leave .....	31
18.5 Payment on Termination.....	32
18.6 Recognition of Prior Service for Long Service Leave .....	32
<b>19. Absence Benefits Scheme (Sick Leave).....</b>	<b>32</b>
19.1 Purpose of Sick Leave.....	32
19.2 Sick Leave.....	32
19.3 Sick Leave not granted .....	33

19.4	Sick Leave and Public Holidays .....	33
19.5	Infectious Diseases.....	33
19.6	Re-crediting of Annual Leave and Long Service Leave.....	33
19.7	National Employment Standards.....	33
19.8	Pre 93 Sick Leave.....	33
<b>20.</b>	<b>Family/Carer’s Leave .....</b>	<b>33</b>
20.1	Use of leave.....	33
20.2	Unpaid Family/Carer’s Leave.....	34
20.3	Notice and evidentiary requirements.....	34
<b>21.</b>	<b>Compassionate Leave .....</b>	<b>34</b>
21.1	Entitlement .....	34
21.2	Taking Compassionate Leave .....	34
21.3	Casual Employees.....	35
<b>22.</b>	<b>Parental Leave.....</b>	<b>35</b>
22.1	Parental Leave .....	35
22.2	Right to request to extend the period of parental leave .....	35
22.3	Other Parent Leave .....	36
22.4	Communication during all forms of parental leave.....	36
22.5	Adoption Leave.....	36
<b>23.</b>	<b>Community Service Leave.....</b>	<b>36</b>
23.2	Jury Service.....	37
<b>24.</b>	<b>Public Holidays .....</b>	<b>37</b>
24.1	Entitlement to Public Holidays .....	37
24.2	Alternate Religious Beliefs .....	37
	<b>MISCELLANEOUS.....</b>	<b>38</b>
<b>25.</b>	<b>Domestic and Family Violence.....</b>	<b>38</b>
25.1	General Principle .....	38
25.2	Definition of Domestic and Family Violence .....	38
25.3	General Measures .....	38
25.4	Leave.....	38
25.5	Individual Support.....	38
<b>26.</b>	<b>Equal Employment Opportunity.....</b>	<b>39</b>
<b>27.</b>	<b>Discrimination .....</b>	<b>39</b>
<b>28.</b>	<b>Secure Employment.....</b>	<b>40</b>
28.1	Objective of this Clause .....	40
28.2	Casual Conversion .....	40
	<b>WORK HEALTH AND SAFETY .....</b>	<b>41</b>
<b>29.</b>	<b>Safety at Work .....</b>	<b>41</b>
29.1	Parties Obligations.....	41
29.2	Safety Clothing and/or Equipment .....	41
<b>30.</b>	<b>Work Related Accident .....</b>	<b>41</b>
30.2	Evaluation of a Claim.....	41
30.3	A Denied Claim.....	41
30.4	Accident Pay.....	41

<b>31. Occupational Health and Safety</b> .....	<b>41</b>
<b>LABOUR HIRE AND OUTSOURCING CONSULTATION</b> .....	<b>43</b>
<b>32. Labour Hire/Agency Workers</b> .....	<b>43</b>
<b>33. Outsourcing/Contracting Out</b> .....	<b>43</b>
33.1 Basic Principles .....	43
<b>DISPUTE RESOLUTION PROCEDURE</b> .....	<b>45</b>
<b>34. Disputes</b> .....	<b>45</b>
34.1 Dispute Resolution Procedure .....	45
34.2 Tier 1 Disputes .....	45
34.3 Tier 2 Disputes .....	45
34.4 Tier 3 Disputes .....	45
34.5 Other agreed initiatives.....	45
<b>UNION MATTERS</b> .....	<b>47</b>
<b>35. Union Delegate Rights</b> .....	<b>47</b>
35.2 Endeavour Energy .....	47
35.3 Union Delegates .....	47
<b>36. Deduction of Union Membership Fees</b> .....	<b>48</b>
36.1 Union responsibilities.....	48
36.2 Endeavour Energy's Responsibilities .....	48
36.3 Miscellaneous.....	48
<b>APPENDIX A – CLASSIFICATIONS AND RATES OF PAY</b> .....	<b>49</b>
<b>APPENDIX B - ALLOWANCES</b> .....	<b>73</b>
<b>APPENDIX C – PRESERVED BENEFITS FOR SOME EMPLOYEES</b> .....	<b>78</b>
<b>APPENDIX D – CONSULATION PROCESS</b> .....	<b>80</b>
<b>PREAMBLE: ARRANGEMENTS FOR CERTAIN CLASSIFICATIONS</b> .....	<b>83</b>
<b>APPENDIX E: ENDEAVOUR ENERGY NETWORK SHIFTWORK EMPLOYEES</b> .....	<b>84</b>
<b>APPENDIX F: SUPERVISORY EMPLOYEES</b> .....	<b>90</b>
<b>APPENDIX G: ENDEAVOUR ENERGY OFFICERS</b> .....	<b>94</b>
<b>APPENDIX H: STREET LIGHT MAINTENANCE</b> .....	<b>96</b>
<b>APPENDIX I – MANAGER/SPECIALIST</b> .....	<b>102</b>
<b>APPENDIX J - TRANSITION CONTRACT ARRANGEMENTS</b> .....	<b>106</b>
<b>APPENDIX K – SAMPLE FACILITATIVE AGREEMENT</b> .....	<b>108</b>
<b>APPENDIX L – Present Occupant Only Employees</b> .....	<b>110</b>
<b>APPENDIX M – HR &amp; IR Present Occupant Only Employees</b> .....	<b>112</b>

# OBJECTS, COVERAGE AND OPERATION OF THE AGREEMENT

## 1. Objects

### 1.1 *Objects of the Agreement*

1.1.1 The objects of the Agreement are:

- a) to outline the basic conditions relating to the work performed by the employees of Endeavour Energy;
- b) to enable Endeavour Energy to meet the expectations of its customers; and
- c) to give employees the greatest possible chance of employment security, through the ability to adapt to a changing environment.

### 1.2 *Coverage*

1.2.1 Those covered by the Agreement are:

- a) Endeavour Energy Network Management Pty Ltd (Endeavour Energy);
- b) Communications, Electrical, Electronics, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, NSW Divisional Branch (ETU NSW);
- c) Australian Municipal, Administrative, Clerical and Services Union NSW United Services Branch; and
- d) Association of Professional Engineers, Scientists and Managers, Australia (trading as Professionals Australia);

1.2.2 This Agreement covers all Endeavour Energy employees who are engaged in the classifications set out in Appendix A.

1.2.3 For the avoidance of doubt this Agreement does not cover employees in Human Resources or Industrial Relations whose total remuneration package (including superannuation) is equal to or greater than the annual equivalent of the amount specified at pay point 600, unless they have been identified as a Present Occupant only employee in Appendix M and continue to be employed in the same unchanged role that they were in as at 20 March 2018.

1.2.4 This Agreement has no application to any employee other than those specified in clause 1.2.5.

1.2.5 This Agreement applies to the following categories of employees:

- a) Employees who are engaged in the classifications set out in Appendix A to this Agreement whose ordinary rate of pay is at or below pay point 638 (inclusive of superannuation).
- b) Employees who are members of the Energy Industries Superannuation Scheme (EISS) Retirement Scheme (defined benefit scheme) who are engaged in the classification of Manager/Specialists as set out in Appendix A to this Agreement and whose rate of pay, including superannuation, is from pay point 701 to 931 inclusive, as set out in Appendix A to this Agreement.
- c) Transition Contract Employees as defined in Appendix J.
- d) Present Occupant Only Employees listed in Appendix L.

## 2. Operation

### 2.1 *Term of the Agreement*

2.1.1 The Agreement shall operate from the Operative Date until the Nominal Expiry Date of the Agreement inclusive, which is the 31 December 2020.

2.1.2 This is the nominal term of the agreement. The agreement and all terms contained therein shall continue to apply beyond the expiry date until renegotiated, agreed and approved in accordance with the Fair Work Act.

**2.2 Relationship of this Agreement to other Agreements**

2.2.1 This Agreement applies to the exclusion of the Electrical Power Industry Award 2010 and replaces and supersedes all other agreements between the parties including but not limited to the Endeavour Energy Enterprise Agreement 2012 and its associated appendices.

**2.3 No Extra Claims**

2.3.1 It is a term of this Agreement that the parties to this Agreement undertake that for the period of the duration of the Agreement that they will not pursue any extra claims.

**2.4 Definitions**

2.4.1 **Act** means the *Fair Work Act (Cth) 2009*, as varied or replaced from time to time.

2.4.2 **Discrimination Legislation** means the following legislation:

- a) Age Discrimination Act 2004 (Cth)
- b) Anti-Discrimination Act 1977 (NSW)
- c) Australian Human Rights Commission Act 1986 (Cth)
- d) Disability Discrimination Act 1992 (Cth)
- e) Racial Discrimination Act 1975 (Cth)
- f) Sex Discrimination Act 1984 (Cth)
- g) Fair Work Act 2009 (Cth)

2.4.3 **Materially Impact** means, but is not limited to, changes that may result in:

- a) The termination of the employment of employees; or
- b) Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) Changes to the regular roster or ordinary hours of work of employees; or
- e) The alteration of hours of work; or
- f) The need to retrain employees; or
- g) The need to relocate employees to another workplace; or
- h) The restructuring of jobs.

2.4.4 **NES** means the National Employment Standards as contained in the Act

2.4.5 **Ordinary Rate of Pay** means an employee's rate of pay for their ordinary hours of work plus any allowances which are paid on an all-purpose basis.

2.4.6 **Operative Date** means the date 7 days after the Agreement is approved by the Fair Work Commission.

2.4.7 **Union or Unions** means those unions outlined in Clauses 1.2.1 (b), (c) and (d).

## INTENT AND COMMITMENT

### 3. Intent

- 3.1.1 This Agreement is based on the understanding that Endeavour Energy and its employees have an obligation to serve the people of New South Wales by providing a high standard of service in the most efficient way. As part of its obligations, Endeavour Energy is committed to the continued development of its skilled workforce to provide an effective service and job security for its employees.

### 4. Commitment

#### 4.1 *Commitments of those covered by this Agreement*

- 4.1.1 Endeavour Energy, its employees and the unions representing their members are committed to the Objects of this Agreement, which are:
- a) Working together to be of service to our communities by efficiently distributing electricity to our customers in a way that is safe, reliable and sustainable and generating performance through innovation.
  - b) Achieving success through our values of:
    - (i) Safety Excellence
    - (ii) Respect for People
    - (iii) Customer and community focus
    - (iv) Continuous improvement
    - (v) Act with integrity
  - c) Ensuring that they act with honesty, fairness and dignity in all that they do.
  - d) Only using information of a commercial or confidential nature in an authorised manner.
  - e) Subject to clauses 5 and 6, implementing work practices that:
    - (i) provide for more co-operative work arrangements;
    - (ii) improve competitiveness, efficiency, flexibility and productivity; and
    - (iii) assist positively to enable Endeavour Energy to be a low cost, reliable supplier of electricity.

#### 4.2 *Competency Based Progression System*

- 4.2.1 The parties are committed to maintaining the Competency Based Progression System which was introduced in 2005. Variations to the system will be made using a consultative process.

#### 4.3 *Leave Reserved*

- 4.3.1 During the term of this Agreement, in line with the commitment made on reaching in principle agreement, the parties agree to discuss the possibility of introducing some form of profit share arrangement for employees.

#### 4.4 *Consultation for next Agreement*

- 4.4.1 Negotiations will commence with the relevant parties 6 months before the expiry of this Agreement for a replacement Agreement.

## CONSULTATION, COMMUNICATION AND WORK PRACTICE CHANGES

### 5. Consultation

#### 5.1 *Requirement to Consult*

- 5.1.1 During the term of this agreement, proposed changes that will Materially Impact employees will be communicated to and subject to, consultation with impacted employees and their representatives.
- 5.1.2 Endeavour Energy will form Consultative Committees from time to time consisting of representatives of Endeavour Energy employees, the unions and Endeavour Energy management.
- 5.1.3 The consultation process to be followed is set out in Appendix D.

#### 5.2 *Consultative Committees*

- 5.2.1 Consultative Committees will seek to apply interest-based techniques to assist in understanding the interests and concerns of Endeavour Energy employees, the unions and Endeavour Energy management.
- 5.2.2 As part of the formation of any Consultative Committee, the Committee will establish an agreed consultation plan, clearly describing the subject nature of the consultation, the intended consultative process steps and the timetable for completion of these steps.
- 5.2.3 Should the representatives on a Consultative Committee be unable to agree upon a consultation plan as described in this clause, they will have recourse to the Disputes Procedure in clause 34.

#### 5.3 *Consultative Committee Objectives*

- 5.3.1 The objectives relate to major and strategic issues that may affect the relationship between Endeavour Energy and its employees and include:
- a) to enable Endeavour Energy to keep its employees, and the unions representing them, informed;
  - b) to enable unions and their members to keep Endeavour Energy informed;
  - c) to enable employees to have input to the decisions of management;
  - d) to facilitate the exchange of views between employees and management.
  - e) to provide a forum for the exploration and understanding of “best practice” and its application within Endeavour Energy
  - f) to act as a ‘think tank’ to raise ideas and concepts and provide a forum to discuss improvements in Endeavour Energy’s performance and efficiency.
  - g) to enable the establishment of mechanisms to gauge and report upon productivity improvement.

#### 5.4 *Disputes*

- 5.4.1 At any time during the process outlined in this clause either party may refer the matter to the Disputes Procedure (Clause 34 of this Agreement) for resolution.

## **6. Work Practice Change**

### **6.1 Continuous Improvement and Best Practice**

- 6.1.1 Endeavour Energy seeks continuous improvement and best practice in all that we do. Endeavour Energy employees, the unions and Endeavour Energy management commit to actively supporting and contributing to the “process” of change.
- 6.1.2 The primary focus for improvement will be upon internally developing and implementing efficiencies to address Endeavour Energy’s performance challenges while ensuring safety, cost effectiveness and service to our customers. Our collective aim is to be safe, competitive and achieve best practice with the goal of achieving sustainable internal employment levels.
- 6.1.3 As part of the search for continuous improvement and best practice, Endeavour Energy will seek to benchmark across regions and depots for best practice and to identify and prioritise the areas where productivity improvement can or should be achieved.
- 6.1.4 The parties 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.

### **6.2 Change following Consultation**

- 6.2.1 Any change will only occur following the consultation process outlined in Clause 5. In assessing the impact of the change the assessment criteria below will be considered as part of the consultation process.
- 6.2.2 The assessment criteria will include, but is not limited to:
- a) safety;
  - b) hardship;
  - c) workload;
  - d) job security;
  - e) building mutual respect and job satisfaction;
  - f) tangible productivity improvement; and,
  - g) any other legislative requirements

### **6.3 Commitment for Consultation**

- 6.3.1 Consistent with the overall intent of this clause Endeavour Energy employees, the unions and Endeavour Energy management will seek to adopt ways to most efficiently utilise the resources and time commitment required from those involved in consultation processes (such as frontline staff, line management, delegates, union officials and senior managers).

## EMPLOYMENT, WAGES AND SALARIES

### 7. Contract of Employment

#### 7.1 *Duties of Endeavour Energy*

7.1.1 The duties of Endeavour Energy, consistent with the Agreement and other relevant legislation, include the following:

- a) to provide work;
- b) to pay for the work performed; and
- c) to provide a safe working environment.

#### 7.2 *Duties of Employees*

7.2.1 The duties of employees, consistent with the Agreement and other relevant legislation, include the following:

- a) to work in a skilled and competent manner;
- b) to work in a manner which does not threaten the safety of themselves, work colleagues or the public;
- c) to provide faithful service;
- d) to obey lawful commands;
- e) to not act in a manner hostile to or against the interests of Endeavour Energy;
- f) to respect and maintain the confidentiality of certain information;
- g) to account for all moneys and property received in the course of employment;
- h) to make available to Endeavour Energy all inventions made in the course of employment; and
- i) to disclose to Endeavour Energy any information it has a right to know.

#### 7.3 *Obligation to Use Skills*

7.3.1 Endeavour Energy may direct an employee to carry out such duties as are within the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.

7.3.2 Endeavour Energy may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

#### 7.4 *Working Environment*

7.4.1 As required by Endeavour Energy, an employee's work may be performed in an office; depot; workshop; in the field or other location remote from the office, depot, workshop; or, where pre-approved by management, in the employee's home.

#### 7.5 *Normal Journey*

7.5.1 An employee is required to make their own way to and from their normal place of work each day.

7.5.2 Transfer of Depot/Office Allowance shall apply where an employee is permanently or temporarily transferred in accordance with clause 4.3.1 of Appendix B.

**7.6 Categories of Employment**

CATEGORY	DESCRIPTION	BENEFITS UNDER AGREEMENT
<b>Permanent / Full time</b>	Employee is engaged to work full time hours.	Full extent of relevant benefits.
<b>Fixed term / Full time</b>	Employee is engaged for a fixed term to work full time hours.	Full extent of relevant benefits according to the period of employment.
<b>Permanent / Part time</b>	Employee is engaged to work for regular but less than full time hours.	All relevant benefits on a pro-rata (part time hours as a proportion of the full time hours) basis.
<b>Fixed term / Part time</b>	Employee is engaged for a fixed term tenure to work less than full time hours.	All relevant benefits on a pro-rata (part time hours as a proportion of the full time hours) basis according to the period of employment.
<b>Casual</b>	An employee engaged on an hourly basis in a roster to be determined by Endeavour Energy.	The relevant hourly rate according to the appropriate classification plus 23% ( <b>casual employee loading</b> ) for each hour worked.  A minimum of 4 hours will apply for casual employees.  The casual employee loading is in compensation for all Agreement benefits other than overtime, below.
<b>Fixed Term Employment</b>	Term employment covers employees engaged on a temporary basis and shall not include a casual employee.  Term appointments may be made for a period of up to 12 months. At the expiration of that period, work requirements shall be reviewed by the parties.  Term employment shall not be used as an alternative to full time employment	A Term employee shall be paid a rate of pay and receive Agreement conditions as is appropriate to either comparable full time or part time equivalent employment under this Agreement.

- 7.6.1 A part-time employee who agrees to work additional hours will be paid single time for those additional hours up to the equivalent full time hours. The pro rata accrual of leave will be adjusted for those additional hours.
- 7.6.2 Where a part-time employee is instructed to work greater than 8 hours per day, they will be paid the relevant overtime rate.
- 7.6.3 The span of hours shall be in accordance with clause 12.1.
- 7.6.4 Where a casual employee is instructed to work greater than 8 hours per day, they will be paid the relevant overtime rate. These overtime rates shall be in lieu of the casual employee loading.

**7.7 Apprentices and Trainees**

- 7.7.1 The conditions of this Agreement will apply to apprentices and trainees during the period of their traineeship or apprenticeship.
- 7.7.2 A traineeship or apprenticeship does not guarantee continuing employment upon completion of the indentured period.
- 7.7.3 Any offer of continued employment would be based on the staffing requirements of Endeavour Energy and the satisfactory performance of the apprentice or trainee.

**7.8 Probationary Periods**

- 7.8.1 The purpose of probationary periods is to enable both the employee and Endeavour Energy to determine the suitability of the employment relationship.
- 7.8.2 The probationary period served by employees shall be 3 months from the commencement of employment with Endeavour Energy. Upon satisfactory completion of the probationary period, the employee shall have their appointment confirmed.
- 7.8.3 If an employee does not satisfactorily complete the probationary period a discussion will be held with the employee and their support person, who may be a union representative, and their employment may be terminated or their probationary period may be extended for a further 3 months. Where the employee indicates that they are a union member, Endeavour Energy will notify the relevant union.
- 7.8.4 Probationary periods shall be included as service in the position.

**7.9 Calculation of Service**

- 7.9.1 Service with Endeavour Energy shall, in the main, be from the date of commencement to the date of termination inclusive and according to the following:

CATEGORY	DETAIL
(a) Included as Service	<ul style="list-style-type: none"> <li>• Annual leave</li> <li>• Long service leave</li> <li>• Special leave with pay</li> <li>• Sick leave</li> <li>• Family / Carers leave</li> <li>• Paid Parental Leave</li> <li>• Special leave without pay (only where specifically approved as being included as service)</li> <li>• Time off with the Defence Force Reserve during employment</li> <li>• Community Service Leave under the NES</li> <li>• Period of absence under New South Wales workers compensation legislation.</li> </ul>
(b) Not included as Service	<ul style="list-style-type: none"> <li>• Leave without pay (including purchased leave)</li> <li>• All periods absent from work not specifically approved as service</li> <li>• Unpaid Parental leave (including unpaid maternity, unpaid paternity and unpaid adoption leave) <i>(the period of absence does not break the continuity of employment)</i></li> </ul>

- 7.9.2 Where leave that counts as service is taken at half pay only half of the period of leave will count as service, the remaining half of the leave is considered to be leave without pay and will not count as service.
- 7.9.3 An excluded period does not break the employee's continuous service with Endeavour Energy, but does not count towards the length of the employee's continuous service.

## **8. Wages and Salaries**

### **8.1 Rates of Pay**

- 8.1.1 Endeavour Energy will allocate an employee to a pay point, other than Transition Contract Employees. The pay points are set out in Appendix A to this Agreement.
- 8.1.2 Endeavour Energy will increase rates of pay including all wage related allowances by the following:
- a) 2.75% from the first full pay period commencing on or after 15 December 2017
  - b) 2.50% from the first full pay period commencing on or after 15 December 2018
  - c) 2.30% from the first full pay period commencing on or after 15 December 2019
- 8.1.3 Employees to whom this Agreement applies employed on or before 20 March 2018, other than those employees who are Transition Contract Employees as per Clause 1.1 of Appendix J, will receive a productivity and efficiency bonus of \$1750, payable in the first full pay period following the Operative Date.

### **8.2 Salary Sacrifice**

- 8.2.1 Endeavour Energy employees can at their own discretion salary sacrifice the following subject to ATO guidelines:
- a) Superannuation
  - a) In-house child care
  - b) ICARE
  - c) In-house Gym Membership
  - d) Vehicle via a novated lease
  - e) Any other item that meets relevant legislation
- 8.2.2 Employees acknowledge that these arrangements are for their own benefit.

### **8.3 Protection of Rate of Pay**

- 8.3.1 Employees may from time to time, consistent with their skills and competencies and as part of their employment with Endeavour Energy, be required to do work for which a lower rate of pay is prescribed. Employees will continue to be paid their ordinary rate of pay.

**8.4 Temporary Reclassification**

8.4.1 Temporary reclassification of employees will be on the following basis:

SITUATION	REQUIREMENT OR ENTITLEMENT
(a) Access to temporary reclassification	The manager must require the position to be filled and the employee carries out the full duties of the position.
(b) Period of reclassification and payment:  (i) Minimum rate to be paid  (ii) Minimum period  (iii) Maximum period	The minimum rate applicable to the higher position  1 day or shift  3 months unless: <ul style="list-style-type: none"> <li>• The position is advertised to be filled permanently;</li> <li style="text-align: center;">or</li> <li>• the normal incumbent is on long service leave or is working on a project.</li> </ul>
(c) Payment on holidays (ii) Public Holidays  (iii) Sick, Annual Leave	Higher rate is payable  Only payable where employee is acting for 3 months or more
(d) Gaining competencies in higher position	Payment at a higher level than the base acting position will depend on the relevant competencies acquired by the employees and used in the higher grade position.

**8.5 Superannuation**

- 8.5.1 Ordinary Time Earnings for the purpose of this clause has the same meaning as in the *Superannuation Guarantee (Administration) Act 1992*, as varied or replaced from time to time.
- 8.5.2 Endeavour Energy will make contributions for all employees (other than those covered by clause 8.5.3) in accordance with the requirements of the relevant Superannuation Legislation. These employees will also receive an additional 5.5% superannuation contribution of the employee's Ordinary Time Earnings as a result of previous wage negotiation outcomes
- 8.5.3 Endeavour Energy will make contributions for employees who are members of the EISS Retirement Scheme (defined benefit scheme) in accordance with the rules of that scheme. These employees will also receive an additional 6% contribution of the employee's Ordinary Time Earnings as a result of previous wage negotiation outcomes.
- 8.5.4 Subject to the provision of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

- 8.5.5 An employee may elect in lieu of being paid an amount of Agreement Wages to have an equivalent amount paid by way of superannuation contributions in accordance with the relevant provisions of their scheme to the maximum extent permitted by law.
- 8.5.6 Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the relevant scheme.
- 8.5.7 The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

**8.6 Deductions from Wages**

- 8.6.1 Employees may request, in writing, for deductions to be made from their wages or salary for the purpose of contributions or payment approved by Endeavour Energy.
- 8.6.2 Any deduction from an employee's wages or salary must comply with the requirements of section 324 of the Act.
- 8.6.3 Endeavour Energy may deduct from an employee's wages or salary payment for any time they were absent from work without permission.

**9. Termination of Employment**

**9.1 Notice**

- 9.1.1 The amount of notice, of termination of employment, to be given by an employee shall be two weeks.
- 9.1.2 If an employee's employment is terminated for reasons other than reasons justifying summary dismissal, the amount of notice which will be given by Endeavour Energy will be as follows:

AMOUNT OF EMPLOYEE'S SERVICE	AMOUNT OF NOTICE
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

**NOTE:** Where an employee is over 45 years of age with at least 2 years continuous service the amount of notice in the above table is to be increased by 1 week.

- 9.1.3 As an alternative to notice being given, payment may be made by Endeavour Energy to the employee for all or part of the notice period at the employee's ordinary rate of pay.
- 9.1.4 Where circumstances warrant and by agreement, the required period of notice may be waived.
- 9.1.5 Summary Dismissal will apply where an employee has engaged in serious misconduct. In this case an employee will be paid only up to the date of dismissal.

## 9.2 Termination

9.2.1 A contract of employment may be terminated as follows:

TYPE	DESCRIPTION
<b>Resignation</b>	Where an employee decides of their own free will to leave.
<b>Retirement</b>	This is where the employee decides of their own free will to leave the workforce generally.
<b>Dismissal</b>	This is where Endeavour Energy decides that the employee should no longer be employed for a reason for which the employee is responsible.
<b>Redundancy</b>	This is where Endeavour Energy decides that the position held by the employee no longer exists.
<b>Abandonment</b>	This is where an employee has been absent from their place of employment without notification or permission for a period of 5 working days or more.
<b>Retirement Ill Health</b>	This is where a doctor certifies that an employee will never work again in accordance with the requirements of the superannuation fund.
<b>Death</b>	Where an employee dies while employed by Endeavour Energy.

## 9.3 Abandonment of Employment

9.3.1 An employee who has been absent for a continuous period of 5 working days or more without the consent of Endeavour Energy and/or without notification will be treated as having abandoned their employment.

9.3.2 The employee will be given a period of 14 days since last attending to give a satisfactory explanation. The termination pay shall be up to the date of the employee's last attendance.

## 9.4 Redundancy & Salary Maintenance

9.4.1 The employment guarantee contained in clause 5 of Schedule 4 of the *Electricity Network Assets (Authorised Transactions) Act 2015* will apply until 30 June 2020 (the **Employment Guarantee Period**).

9.4.2 The applicable redundancy policy for the term of the Employment Guarantee Period is Endeavour Energy Policy number 7.8.2, version 4, previous approval date: 18 May 2011, new approval date: 8 April 2013.

9.4.3 The applicable Salary Maintenance Policy for the term of the Employment Guarantee Period is Endeavour Energy Policy number 7.8.3, version 4, previous approval date: 21 December 2011, new approval date: 8 April 2013.

9.4.4 Following the end date of the Employment Guarantee Period the parties agree to participate in an interest based consultation process, followed by an Interest Based process facilitated by the Fair Work Commission, if required, to develop replacement policies for redundancy (other than the entitlement payable on voluntary redundancy) and salary maintenance, taking into account the interests of the business and the interests of the employees at that time.

9.4.5 Any issue on which agreement cannot be reached will be referred to the Fair Work Commission, in line with the disputes procedure, who may arbitrate on the terms of the new policy.

- 9.4.6 The status quo provisions of the disputes procedure will continue to apply while the dispute is being resolved by the Fair Work Commission and subject to any orders, until the dispute is resolved and the policy finalised.
- 9.4.7 For the avoidance of doubt the status quo will apply from 30 June 2020 during the interest based bargaining process and disputes processes in clauses 9.4.5 and 9.4.6. This will apply to the terms and conditions set out in the policies in clauses 9.4.2 and 9.4.3.
- 9.4.8 Upon the finalisation of replacement policy(s) in accordance with the above procedures. The parties agree to commence the processes provided for by Subdivision A of Division 7 of Part 2-4 of the Fair Work Act 2009 to seek a variation of clause 9.1 of the current Agreement to incorporate the replacement policy(s) into the current Agreement or to incorporate it into the replacement agreement.

## FLEXIBILITY

### 10. Facilitative provision

#### 10.1 Agreement to vary Agreement provisions

- 10.1.1 This agreement also contains facilitative provisions which allow agreement between an employer and a group of employees who volunteer to undertake a project or program of work for a period of 3 days to 8 weeks (inclusive), on how specific provisions are to apply to them. The facilitative provisions are identified in clause 10.3.
- 10.1.2 This practice is consistent with historical practices at Endeavour Energy, whereby groups of employees have volunteered to work on project based work arrangements to address the specific needs of Endeavour Energy and its customers, with the agreement of their union representatives.
- 10.1.3 The specific agreement provisions establish both the standard agreement conditions and the framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not to be used as a device to avoid agreement obligations nor should they result in unfairness to an employee or employees covered by this agreement.

#### 10.2 Consultation

- 10.2.1 Endeavour Energy will consult with employees (and their representatives) who may be interested in working under a facilitative arrangement at least 2 weeks prior to the commencement of the project or program of work in accordance with the relevant process in Appendix D. Consultation will include measures to address potential fatigue management issues.
- 10.2.2 Endeavour Energy will confirm the proposed working arrangements and staffing requirements and will seek volunteers to work under the proposed facilitative arrangement.
- 10.2.3 In the event that more employees agree to volunteer to work under the proposed arrangement than are required, Endeavour Energy will select the employees it requires in line with its operational requirements.

#### 10.3 Facilitative Agreement (Volunteers)

- 10.3.1 The following facilitative provisions may be utilised by agreement between the employer and employees who volunteer to work on a project or program of work:
- a) 12.1 Span of Hours
  - b) 12.3 Starting and finishing times
  - c) 12.5 Rostering of ordinary working hours
  - d) 13.2.1(i) Minimum break
- 10.3.2 The arrangement must be entered into on a voluntary basis, i.e. not under duress.
- 10.3.3 Where agreement is reached with the majority of a group of employees who have volunteered to work on a particular project or program of work under the facilitative provision in clause 10.2, that agreement binds all volunteers who sign onto the written agreement, provided the agreement reached is kept by the employer as a time and wages record.
- 10.3.4 Agreement may be reached by means of a vote or by volunteer employees signing on to the document that details in writing the arrangements that are to apply to the work being performed by the employees under this clause. An example document is provided in Appendix K.

- 10.3.5 Where a vote of the volunteer employees only is taken in accordance with clause 10.3.4 to determine if there is majority employee support for the implementation of a facilitative provision it is of no effect unless taken with the agreement of the employer.

## 11. Individual Flexibility Term

### 11.1 Individual Flexibility Arrangement

- 11.1.1 An employee may request, and Endeavour Energy may agree, to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) the agreement deals with one or more of the following matters:
  - (i) Arrangements about when work is performed;
  - (ii) Where work is to be performed (including the application of Transfer of Depot Allowance);
  - (iii) The taking of accumulated RDOs; or
  - (iv) Salary Sacrificing
- b) The arrangement meets the genuine needs of Endeavour Energy and the employee in relation to one or more of the matters mentioned in this clause; and
- c) The arrangement is genuinely agreed to by Endeavour Energy and the employee.

- 11.1.2 Endeavour Energy must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Act; and
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 11.1.3 Endeavour Energy must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of the employer and employee; and
- c) 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
- d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

- 11.1.4 Endeavour Energy must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 11.1.5 Endeavour Energy or the employee may terminate the individual flexibility arrangement:

- a) by giving no more than 28 days written notice to the other party to the arrangement; or
- b) if Endeavour Energy and the employee agree in writing at any time

## HOUR OF WORK, OVERTIME AND STANDBY

### 12. Working Hours

#### 12.1 Ordinary Hours

12.1.1 The arrangements relating to the ordinary hours of work of day workers shall be as follows:

Category	Arrangement
(a) Ordinary Hours of Work	
(i) Field Staff	36 hours per week
(ii) Office	35 hours per week
(iii) Supervisors, Endeavour Energy Officers,	38 hours per week plus 2 additional hours
(iv) Manager/Specialists	152 hours per 4 weeks plus reasonable additional hours
(b) Ordinary Days of Work	Monday to Friday inclusive
(c) Span of Hours	6:00 am to 6:00 pm
(d) Lunch Break	Not less than 30 minutes unpaid An employee directed by their immediate manager/supervisor to continue to work beyond 5 hours after their starting time without a lunch break will be paid at the rate of time and one half until they have a lunch break.

#### 12.2 Facilitative Provision

12.2.1 The ordinary hours of work in 12.1.1 may be worked outside of the ordinary span of hours by agreement between Endeavour Energy and the volunteers concerned through the facilitative provision in clause 10;

#### 12.3 Supervisors, Manager/Specialists, Endeavour Energy Officers & Transition Contract Employees

12.3.1 The arrangements for working hours for Supervisors, Endeavour Energy Officers, Manager/Specialists and Transition Contract Employees are set out in Appendices F, G, I and J.

#### 12.4 Starting and finishing times

12.4.1 Starting and finishing times, within the span of hours, may be changed by agreement between Endeavour Energy and the employees affected (with support from the relevant union/s) to meet customer needs.

12.4.2 Starting and finishing times may be varied by agreement between Endeavour Energy and the volunteers concerned through the facilitative provision in clause 10.

#### 12.5 Rostering of Ordinary Working Hours

12.5.1 The basic rostering arrangement of ordinary hours of work for full time 35 and 36 hour per week employees shall be the nine-day fortnight. Employee's hours of work are averaged over a 2 week period but paid on a weekly basis.

- 12.5.2 The basic rostering arrangement may be varied to provide for a different pattern of work by agreement between Endeavour Energy and the volunteers concerned through the facilitative provision in clause 10.

### 13. Overtime

#### 13.1 Working Reasonable Overtime

- 13.1.1 Employees shall work reasonable overtime as directed to meet the needs of Endeavour Energy.
- 13.1.2 Where possible employees shall be given reasonable notice of the overtime they will be required to work.

#### 13.2 Work Outside Ordinary Hours

- 13.2.1 The following overtime penalties shall apply:

OVERTIME SITUATION	PENALTY APPLICABLE
(a) Monday to Saturday Morning	First 2 hours at time and one half. Additional hours at double time.
(b) Hours in excess of ordinary weekly hours	First 2 hours at time and one half Additional hours at double time
(c) Saturday Afternoon and Sunday	All hours at double time
(d) Public Holiday (inside what would have been ordinary hours)  Public Holiday (outside what would have been ordinary hours)	All hours at double time plus payment for the public holiday (or time in lieu for the day)  All hours at double time and one half
(e) Pre-arranged Overtime on Saturday, Sunday or Public Holiday	Minimum of 4 hours at the appropriate penalty according to when it is worked
(f) Call Out (when not on Standby)	Minimum of 4 hours at the appropriate penalty according to when it is worked.
(g) Continuous overtime – both before and after the normal days' work	Overtime hours worked are added together to determine when double time is payable
(h) Travelling Time	Time and one half – based on 2 minutes per kilometre, capped at 40 kilometres each way.
(i) Minimum Break	<i>General principles</i>  i. Employees will have at least 10 consecutive hours off work between work on successive working days, without loss of pay for ordinary working time occurring in the absence/break.  ii. Employees who work anytime between 11pm and 5am must have a 10 hour break after the end of their shift, or call out (for employees on

OVERTIME SITUATION	PENALTY APPLICABLE
	<p>standby the end of their callout is the end of their last call out while on standby) before starting their next ordinary rostered shift, without loss of pay for ordinary working time occurring in the absence break.</p> <p>iii. A maximum of 16 hours only can be worked in a 24hr period.</p> <p><i>Specific Exceptions</i></p> <p>i. Where an employee is called out or commences planned overtime between 5am and their ordinary start time, no 10hr break applies. At the end of the call out or overtime, the employee will continue onto their ordinary work.</p> <p>a. In the case of a call out, call out rates will be paid for the duration of the work required, or minimum call, whichever is greater, with ordinary rates of pay payable thereafter.</p> <p>b. In the case of planned overtime, overtime rates will be paid until the commencement of their normal start time.</p> <p>i. Employees covered by the Endeavour Energy Shiftwork Appendix will be able to reduce this break to 8 hours for normal rostered shifts only.</p> <p>ii. Payment for the minimum break between ordinary or rostered shifts may be waived by agreement between Endeavour Energy and volunteers through the facilitative provision in clause 10.</p>

13.2.2 Meal breaks and allowances on overtime shall be as follows:

SITUATION	BENEFIT APPLICABLE
<p>(a) Meal Break</p> <p>(i) Length of Break</p> <p>(ii) Frequency of Breaks</p>	<p>20 minutes for each break without loss of pay, with a maximum of 3 meal breaks</p> <p>For overtime which is continuous with an ordinary days work:</p> <ul style="list-style-type: none"> <li>• after 1.5 hours of overtime worked;</li> <li>• after a total of 4 hours of overtime worked; and</li> <li>• after a total of 8 hours of overtime worked.</li> </ul>

SITUATION	BENEFIT APPLICABLE
	<p>For overtime which is not continuous with an ordinary days work:</p> <ul style="list-style-type: none"> <li>• after 4 hours of overtime worked;</li> <li>• after a total of 8 hours of overtime worked; and</li> <li>• after a total of 12 hours of overtime worked.</li> </ul>
(c) Meal Allowance	<p>One meal allowance, for each meal break permitted as above (<i>a maximum of 3 meal allowances also applies</i>)</p> <p>As an alternative Endeavour Energy will provide a meal to an equivalent value.</p> <p>Refer to Appendix B for the value of the meal allowance.</p>

13.2.3 Time off in lieu of overtime worked will be as follows:

ASPECT	PROVISION
(a) Basis of the arrangement	Time off in lieu by agreement with the employee's manager.
(b) Basis of calculating the time in lieu	<p>According to the penalty rates applicable to the overtime worked.</p> <p>(Example: 4 hours overtime at double time = 8 hours and thus 8 hours can be taken)</p>
(c) Taking of time in lieu	The employee is to take the time off within eight weeks of the overtime being worked or the overtime will be paid.

13.2.4 The parties agree to support and facilitate the clarification of leave in lieu and time in lieu and to ensure that employees take their leave in lieu entitlements in accordance with our agreement/workplace arrangements.

## 14. Stand by (On Call)

14.1.1 With After Hours Emergency and/or Breakdown Service, the work performed by employees will include:

- a) restoring continuity of supply to Endeavour Energy's system and customers;
- b) returning to a safe and proper operating condition any plant and/or equipment which has failed or is likely to fail;
- c) performing maintenance work which is of such an urgent nature that if not carried out an interruption of supply may occur; and
- d) all aspects of consumer's installation, plant, equipment or appliances which if not attended to or temporarily overcome, will cause distress, hardship or loss to the customer and/or other occupants of the premises.

14.1.2 An employee rostered on the on call and stand by roster is required to be available for emergency and/or breakdown work at all times outside their usual hours of work.

14.1.3 Employees rostered on call or standby will have their hours monitored for safety reasons.

14.1.4 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.

- 14.1.5 An employee may be required to attend any other calls which arise prior to returning home.
- 14.1.6 An employee shall not engage in an activity or make a commitment that will adversely affect their obligations when rostered on standby.
- 14.1.7 On call and stand by employees will be paid as follows:

SITUATION		ENTITLEMENT
(a)	On Call / Stand By Allowance (Refer Appendix B)	An employee shall be paid the On Call / Stand By Allowance for each day the employee is rostered on.
(b)	Time worked on a call	All time at double time. <i>(a "call" shall be from the time the call is received to the time the employee has returned home)</i>
(c)	Minimum payment	2 hours at double time.
(d)	Attending to the call	Employee to proceed directly to and from the call without unnecessary delay or deviation.
(e)	Work on Public Holidays	1 day shall be added to time in lieu for each public holiday worked.

## SHIFT WORK

### 15. Shift Work

- 15.1.1 This clause 15 does not apply to Endeavour Energy Shiftwork employees covered by Appendix E.
- 15.1.2 This clause, including the temporary night shift arrangements in clause 15.6 may be extended to other areas through consultation.

### 15.2 Definitions

- 15.2.1 The following definitions apply:

TERM	DEFINITION
(a) Rotating Shift work	Work carried out according to a roster that provides for 2 or more shifts per day and also requires them to rotate or alternate the shifts worked.
(b) Night shift	Any shift finishing before but not later than 8.00am.
(c) Afternoon shift	Any shift finishing after 6.00pm but not later than midnight.
(d) Permanent afternoon shift	Working the same shift each afternoon without rotating with any other span of hours.
(e) Temporary night shift	Where an employee volunteers to change their ordinary hours of work as a day worker to work on a night shift roster for a temporary period of time.  While on the temporary night shift roster the employee works the same shift each night without rotating with any other span of hours.
(f) Meal Break	a 20 minute break taken as part of the shift at a time to meet work needs.

### 15.3 Payments for Shift Work

- 15.3.1 Shift workers who work regular rotating shift work shall be paid a shift allowance of 15% for each shift worked (in addition to their ordinary rate of pay and weekend penalties). (A "week" shall mean 5 shifts).
- 15.3.2 Employees working shift work shall be paid the following allowances:

SHIFT	ALLOWANCE
(a) Permanent Afternoon Shift paid as per clause 15.3.1	15%
(b) Temporary Night Shift (Worked) Allowance paid as per clause 15.6	50%
(c) Temporary Night Shift (Availability) Allowance paid as per clause 15.6	10%

- 15.3.3 Shift workers (including permanent afternoon or temporary night shift workers) who work ordinary rostered shifts on a Saturday, Sunday or Public Holiday shall be paid as follows:

WORKING DAY	PENALTY RATE
(a) Saturday	Time and one half
(b) Sunday and Public Holiday	Double time

- 15.3.4 A shift worker who is rostered to work on a public holiday will have a day added to their time in lieu leave balance.
- 15.3.5 A shift is said to be on a Saturday, Sunday or public holiday if the majority of the shift worked is on that day.

#### 15.4 Overtime for Shift Workers

- 15.4.1 Situations attracting overtime will be paid as follows:

SITUATION	PENALTY APPLICABLE
(a) Rostered Day Off	All hours at double time.
(b) Recreation Day	The first 2 hours at time and one half and the remaining hours at double time.
(c) Other Overtime	Refer to "overtime" above.

- 15.4.2 Situations not attracting overtime are as follows:

SITUATION	DESCRIPTION
(a) 'Mutual Arrangement' Shifts	Any extra hours worked as a result of mutual agreement between employees <i>shall not</i> attract overtime rates.
(b) Customary Rotation of Shifts	The rotation of shifts inside a roster or the change over from one roster to another.

#### 15.5 Change of Roster

- 15.5.1 Shift workers should normally be given at least five days' notice of a change of shift or a change of roster. Where this is not possible the employee will be paid double time for the first shift after the change.
- 15.5.2 Where an employee is given less than five days' notice of a change of shift or roster and the change results in the employee working additional shifts, then the employee shall be allowed an equal amount of time off at a mutually agreed time. If this is not practical for the employee to be allowed time off within four weeks, the employee shall be paid for the extra shifts at double time.
- 15.5.3 These provisions do not apply to employees who are classified as relief shift workers.
- 15.5.4 This clause applies except where other arrangements are in place via the Appendices to this Agreement.

#### 15.6 Temporary Night Shift Work by volunteers (Excluding Facilitative Arrangements)

- 15.6.1 Temporary Night shift work will be worked Monday to Friday (inclusive) – 36 hours per week. Rostered days off will not be banked.
- 15.6.2 Temporary night shift arrangements are designed to facilitate programs of works exceeding 8 weeks but not greater than 26 weeks in duration.

- 15.6.3 Employees are limited to 26 weeks of temporary night work on this arrangement in any 12 month period. The temporary night shifts can be spread across the 12 months as required, but when temporary night shift is worked, it should be worked in a block of at least 3 consecutive shifts.
- 15.6.4 All other conditions for temporary night work, unless spelt out in this clause, default to the provisions set out in the remainder of the Agreement.
- 15.6.5 Where the Company wishes to implement a temporary night shift the following process will be followed;
- a) The Company will consult with the impacted employees at the depot outlining:
    - (i) The need for the work;
    - (ii) The nature of the work to be done;
    - (iii) Who is to perform the work;
    - (iv) The time frame for the work to be performed (Start date – Finish date) the rostered hours of work;
    - (v) The number of people required; and
    - (vi) The basis on which payment or otherwise is to be made
  - b) Expressions of interest will be called for from the group of affected employees at the local depot. If not enough interest is expressed from the local depot then the opportunity to express interest will be expanded to employees from neighbouring depots.
  - c) Those employees who express interest in working on the temporary night shift do so on a voluntary basis.
  - d) Management will source the employees required for the work from the pool of volunteer employees.
- 15.6.6 Employees who are selected commit to work temporary night shift under the following conditions:
- a) They commit to be available for a period of 12 months for shift work;
  - b) The Temporary Night Shift (Availability) Allowance in 15.3.2 (10% per week of their base salary) will be paid for the 12 month period that they are available to work temporary night shift. This allowance will not be paid for all purposes.
  - c) The additional Temporary Night Shift (Worked) Allowance in 15.3.2 (50% of their base salary) will be paid for all time spent working on temporary night shift. This allowance is paid concurrently with the allowance in 15.6.6 (b), equating to a 60% allowance when working temporary night shift.
  - d) The hours an employee is rostered on temporary night shift are their ordinary hours for that shift. All hours worked outside of the rostered temporary night shift are to be paid at double time.
- 15.6.7 Where Endeavour Energy has failed to provide the employee with at least 8 weeks (36 hours per week) of temporary night shift work during the 12 month period, the period of temporary night work that was worked will be recalculated and paid at double time.

## LEAVE AND PUBLIC HOLIDAYS

### 16. Annual leave

#### 16.1 Entitlement

- 16.1.1 An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 16.1.2 Leave taken by employees shall be deducted from the employee's leave balance and calculated on the basis of their rostering of work.
- 16.1.3 For each year of service with Endeavour Energy an employee is entitled to the following amounts of paid annual leave, which accrue consistent with clause 16.1.1.

CATEGORY OF EMPLOYEE		LEAVE
(a)	Normal day workers and 5 day shift workers	4 weeks
(b)	6 day shift workers	4.5 weeks
(c)	7 day shift workers	5 weeks
(d)	7 day Network Shift Work employees (as defined in Appendix E)	200 hours

- 16.1.4 Clause 16.1.3 determines the entitlement to additional annual leave associated with working shifts. Section 87(1)(b) of the Act does not also apply.
- 16.1.5 Annual leave loading is included in an employee's ordinary rate of pay.

#### 16.2 Taking Annual Leave

- 16.2.1 Annual leave may be taken in one or two separate periods by mutual agreement within 12 months of the leave falling due.
- 16.2.2 The number of periods may be varied by mutual agreement with the employee's manager.
- 16.2.3 Annual leave of less than 1 week may be taken with approval of the employee's manager.
- 16.2.4 Employees should request annual leave at least 2 weeks in advance, although this may be waived in special circumstances.
- 16.2.5 Where an employee is directed to take annual leave in accordance with clause 16.3.3 Endeavour Energy must provide the employee with 4 weeks' notice of the requirement to take annual leave.

#### 16.3 Accrual of Annual Leave

- 16.3.1 Except as provided for below, an annual holiday is expected to be taken by an employee and will be given by Endeavour Energy before the expiration of the period one year after the date on which the right to take the annual leave accrued.
- 16.3.2 The above clause will not apply where an employee is accumulating annual leave up to 8 weeks (11.1 weeks for shift workers) for a special purpose. Examples of a special purpose include but are not limited to an overseas holiday or a family reunion.

- 16.3.3 Employees who have more than two years annual leave accrued will be notified by Endeavour Energy of the expectation to clear such excess accrual.
- 16.3.4 Where an employee is allowed to take leave in advance, the payment shall be regarded as an over-payment (and may be recovered from the employee's termination pay) until further accrual of leave covers the amount taken in advance.
- 16.3.5 An employee will be paid out any accrued but untaken paid annual leave on termination of their employment.

## **17. Purchased Leave**

### **17.1 Purchasing Leave**

- 17.1.1 Purchased Leave is a scheme under which a full-time or part time employee may purchase up to 8 weeks additional annual leave. An employee participating in the scheme effectively has a period of leave without pay approved, but rather than lose the value of the salary for those weeks of leave without pay in one period, the employee has obtained approval to spread the salary impact of the leave without pay over a 12 month period.
- 17.1.2 Employees who have an excess annual leave balance of eight weeks or more (11.1 weeks for shift workers), or a long service leave balance of four weeks or more (including LSL that is due to become an entitlement within the 12 month period to which the purchased leave will apply) are not eligible to apply for purchased leave.
- 17.1.3 All employees are eligible to apply to their Manager or other delegated officer for approval to purchase and take up to eight (8) weeks additional annual leave in a year, which would be payable over a 12 month period. Application and approval must be in writing and agreed between the Manager and the employee.
- 17.1.4 Once approved, such arrangements will commence at a mutually agreed time and remain in place for a period of 12 months.
- 17.1.5 Under this arrangement an employee will become a fractional employee based on the portion of the year that is being worked, with all benefits and entitlements accruing on a pro rata basis.

### **17.2 Taking Purchased leave**

- 17.2.1 Under these arrangements an employee is required to apply for their additional annual leave via the organisation's usual leave procedures within the 12 month period.
- 17.2.2 The leave may be taken in separate periods but must be taken within the agreed 12 month period.
- 17.2.3 It will be necessary for the employee and supervisor to agree on the time of taking leave as early as possible upon entering into these arrangements.

### **17.3 Termination of employment or inability to take purchased leave**

- 17.3.1 An employee who terminates their services or who is unable take the leave due to unforeseen circumstances whilst on these arrangements will be paid for the unexpired period of leave at the appropriate fractional rate based on the credit accrued. Where entitlements have accrued at the full-time rate any termination payments will be made at the full time rate.

### **17.4 Reallocation of workloads**

- 17.4.1 Where an employee has had purchased leave approved, the supervisor will ensure that any reallocation of workloads is the subject of consultation with affected employees and does not create an unreasonable workload for any other employee.

**17.5 Superannuation**

17.5.1 Where an employee takes purchased leave, superannuation contributions for the employee and the organisation will reduce on a pro-rata basis, except where the employee chooses to maintain, subject to the requirements of the relevant superannuation scheme, the employee and/or employer's superannuation contributions on a full-time employment basis, but the organisation shall only be obliged to cover the cost of employer contributions on a pro rata basis.

**18. Long Service Leave**

**18.1 Entitlement**

Period of Service	Entitlement
(a) After 10 years	13 weeks
(b) After 15 years	An extra 8.5 weeks
(c) After 20 years	An extra 13.5 weeks
(d) After each additional 5 years	An extra 13 weeks

**18.2 Adjustment to entitlement for employees who have moved from full time to part time employment**

18.2.1 Where an employee works for a period as a full time employee but subsequently alters their working hours to part time hours, their full time balance of long service leave in weeks will be adjusted by dividing their entitlement by the percentage of full time hours they work.

a) As an example where an employee works full time (35 hours) for 10 years and subsequently moves to part time working 17.5 hours (50% of full time) for 5 years their long service leave entitlement, assuming they have not taken any long service leave, would be worked out as follows:

(i) 13 weeks (for the first 10 years of service)/0.5 + 8.5 weeks (for the next 5 years), giving the employee a total of 34.5 weeks of long service leave whilst they work on a part time basis at 50%.

18.2.2 Where an employee subsequently reverts to full time employment their entitlement will be in accordance with clause 18.1, less any days of long service leave they have already taken.

**18.3 Payment for Long Service Leave Period**

18.3.1 The rate of pay to be used for calculating the payment for any period of leave to be taken or paid out will be the employee's ordinary rate of pay.

**18.4 Taking Long Service Leave**

SITUATION	REQUIREMENT
(a) Taking Long Service Leave	<p>Endeavour Energy expects that Long Service leave be taken as soon as possible after the entitlement arises.</p> <p>Long Service leave may be taken in periods of not less than 4 weeks, by mutual agreement.</p> <p>Long service leave may be taken in periods of less than 4 weeks by mutual agreement where the employee has a balance of less than 8 hours of annual leave.</p>

	Long Service leave may be taken at half pay in which case the employee is entitled to twice the duration of Long Service leave.
(b) Notification of Taking Long Service Leave	Employee: 1 months' notice Endeavour Energy: 1 months' notice The amount of notice may be reduced by agreement between the employee and their manager.

## 18.5 Payment on Termination

SITUATION	ENTITLEMENT
(a) Less than 5 years' service	Nil
(b) 5 years or more service but less than 10 Years' service	Accrued long service leave on a pro-rata basis but only if the reason for termination is: <ul style="list-style-type: none"> <li>• Redundancy;</li> <li>• Resignation due to domestic or other pressing necessity; or</li> <li>• Death of the employee</li> </ul>
(c) 10 years or more service	Any untaken leave plus a proportion of the forthcoming leave accrual.  Calculation of the proportion is based on the weeks and days service as a proportion of 48 weeks (47 weeks for 7 day shift workers).

## 18.6 Recognition of Prior Service for Long Service Leave

- 18.6.1 Employees who transferred to Endeavour Energy prior to 14 June 2017 and whose prior service was recognised for long service leave purposes by Endeavour Energy prior to that date will continue to have that service recognised for long service leave purposes only.

## 19. Absence Benefits Scheme (Sick Leave)

### 19.1 Purpose of Sick Leave

- 19.1.1 To provide income protection in circumstances where the employee is not able to perform their work because of illness or personal injury; or needs to obtain appropriate medical advice and/or treatment for a personal illness or injury.

### 19.2 Sick Leave

- 19.2.1 Paid sick leave will be provided to an employee if they are genuinely sick and unable to perform their duties.
- 19.2.2 Staff must notify their supervisor as soon as practicable, on the first day of absence, when they know they will not be able to attend work.
- 19.2.3 Employees claiming sick leave must apply for sick leave on the day they return to work, or their supervisor can notify their absence electronically when the staff member calls in sick.
- 19.2.4 A Medical Certificate or Statutory Declaration will be required if an employee is absent for more than two consecutive working days, or when a repeatable or excessive pattern of sick days develops.

**19.3 Sick Leave not granted**

- 19.3.1 Sick leave shall not be granted in the following circumstances:
- a) where a payment is made for Accident Pay under this Agreement;
  - b) where the employee receives payment from an organisation other than Endeavour Energy, in the form of income protection, as a result of participation in an outside activity; or
  - c) where in the view of the Chief Executive Officer or their nominee the illness or injury resulted from a wilful act, misconduct or the negligence of the employee.

**19.4 Sick Leave and Public Holidays**

- 19.4.1 A public holiday that occurs during a period of sick leave taken by an employee shall not be counted as sick leave. However a Medical Certificate or Statutory Declaration will be required if an employee is absent due to illness or injury either side of a public holiday.

**19.5 Infectious Diseases**

- 19.5.1 An employee who comes in contact with a person suffering from a contagious disease (where restrictions are imposed on that employee by law), as confirmed by a Doctor, and therefore cannot come to work may take sick leave.

**19.6 Re-crediting of Annual Leave and Long Service Leave**

- 19.6.1 In order for Long Service Leave or Annual Leave to be re-credited due to illness the following conditions must be met:
- a) For annual leave the employee must be ill for a minimum of 1 working day or shift and provide a Doctor's Certificate/Statutory Declaration covering the entire period;
  - b) For long service leave the employee must be ill for a minimum of 5 consecutive working days or shifts and provide a Doctor's Certificate/Statutory Declaration covering the entire period;
  - c) the employee must be able to demonstrate that as a consequence of the illness or injury their leave was disrupted; and
  - d) all requests for leave to be re-credited must be made in writing and sent to the respective Branch Manager.

**19.7 National Employment Standards**

- 19.7.1 An employee will be entitled to sick leave in accordance with this clause 19. To the extent that the NES provides a more favourable outcome for an employee in relation to sick leave in their particular circumstance, the employee will receive the benefit of that entitlement.

**19.8 Pre 93 Sick Leave**

- 19.8.1 Consistent with the outcome of matter number B2010/3579 the value of Pre 93 Sick leave balances will remain at the value of the balance as at the date of the resolution of that matter.
- 19.8.2 Other provisions relating to Pre 93 sick leave can be found in Appendix C.

**20. Family/Carer's Leave**

**20.1 Use of leave**

- 20.1.1 An employee, other than a casual employee, is entitled to use, up to 10 days family carer's leave (which is accumulated as per the NES), for absences to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
- a) A personal illness, or personal injury, affecting the member; or

b) An unexpected emergency affecting the member.

20.1.2 A member of the employee's immediate family means:

a) A spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

b) A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

(i) Spouse includes a former spouse

## 20.2 **Unpaid Family/Carer's Leave**

20.2.1 If an employee has exhausted their entitlement to paid family / carer's leave under clause 20.1.1 or the employee is a casual employee, the employee is entitled to 2 days of unpaid family / carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of their personal illness or injury or because they are affected by an unexpected emergency.

20.2.2 The notice and evidentiary requirements in clause 20.3 also apply to unpaid family / carer's leave

20.2.3 Endeavour Energy must not fail to re-engage a casual employee because the employee accessed the entitlements provide for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## 20.3 **Notice and evidentiary requirements**

20.3.1 The employee shall provide evidence to Endeavour Energy that would satisfy a reasonable person that the employee was genuinely entitled to the Family/Carer's leave.

20.3.2 An employee must, wherever practicable, give Endeavour Energy notice prior to the absence of the intention to take leave, the employee's relationship to the person requiring care or support, 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 must notify Endeavour Energy by telephone of such absence at the first practicable opportunity on the day of absence.

## 21. **Compassionate Leave**

### 21.1 **Entitlement**

21.1.1 An employee other than a casual employee shall be entitled to up to two days compassionate leave without deduction of the employee's ordinary rate of pay on each occasion (**Permissible Occasion**) when a member of the employee's immediate family (as defined in clause 20.1.2), or a member of the employee's household:

a) Contracts or develops a personal illness that poses a serious threat to their life;

b) Sustains a personal injury that poses a serious threat to their life; or

c) Dies.

### 21.2 **Taking Compassionate Leave**

21.2.1 An employee may take compassionate leave for a Permissible Occasion if the leave is taken:

a) 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; or

b) after the death of the member of the employee's immediate family or household.

- 21.2.2 An employee may take compassionate leave for a particular Permissible Occasion as:
- a) A single 2 day period; or
  - b) 2 separate periods of 1 day each; or
  - c) Any separate periods to which Endeavour Energy and the employee agree.
- 21.2.3 If the Permissible Occasion is the contraction or development of an illness, or the sustaining of an injury, the employee may take the leave for that occasion at any time while the injury or illness persists.
- 21.2.4 The employee must notify Endeavour Energy as soon as practicable of the intention to take Compassionate leave and the period or expected period of the leave.
- 21.2.5 The employee must also provide to Endeavour Energy, evidence that would satisfy a reasonable person that they are entitled under clause 21.1.1 to take the leave.
- 21.2.6 Compassionate leave may be taken in conjunction with other leave available under this Agreement. In determining such a request, Endeavour Energy will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### **21.3 Casual Employees**

- 21.3.1 Subject to the evidentiary and notice requirements above casual employee are entitled to take compassionate leave, but any such leave will be unpaid.
- Endeavour Energy must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Endeavour Energy to engage or not engage a casual employee are otherwise not affected.

## **22. Parental Leave**

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 NES under the Act; and the *Paid Parental Leave Act 2010 (Cth)*, as varied or amended from time to time.

The provisions within this clause shall also operate in conjunction with the relevant policies and procedures adopted by Endeavour Energy from time to time.

### **22.1 Parental Leave**

- 22.1.1 Employees who are eligible for Parental leave without pay under the Act 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, in accordance with this agreement.
- 22.1.2 Endeavour Energy must not fail to re-engage a regular casual employee because the:
- a) employee or employee's spouse is pregnant;
  - b) employee is or has been immediately absent on parental leave;
  - c) The rights of Endeavour Energy in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### **22.2 Right to request to extend the period of parental leave**

- 22.2.1 An employee entitled to parental leave may request:
- a) To extend the period of simultaneous unpaid parental leave, up to a maximum of eight (8) weeks;

- b) To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- c) To return from a period of parental leave on a part-time basis until the child reaches school age; and
- d) Assistance from Endeavour Energy in reconciling their work and parental responsibilities.

22.2.2 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.

22.2.3 The employee's request and the employer's decision must be recorded in writing.

22.2.4 Where an employee wishes to request an extension to their period of parental leave, 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.

### **22.3 Other Parent Leave**

22.3.1 An employee who is not the primary care giver is entitled to an unbroken period of one week paid leave at the time of the birth of their child or other termination of pregnancy.

### **22.4 Communication during all forms of parental leave**

22.4.1 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:

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

22.4.2 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.

22.4.3 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 the terms of this Agreement.

### **22.5 Adoption Leave**

22.5.1 Any employee may take unpaid leave in connection with the adoption of a child up to a maximum of 52 weeks.

## **23. Community Service Leave**

23.1.1 Employees will be entitled to community service leave in accordance with the NES and the relevant policy.

23.1.2 An employee requesting Community Service Leave needs to provide evidence to confirm that they are entitled to take the leave.

## **23.2 Jury Service**

- 23.2.1 Where an employee is required to undertake jury service the employee will be entitled to special leave with pay, at the employee's ordinary rate of pay, for the days and/or part days they are required to attend jury service.
- 23.2.2 The employee's pay will be adjusted by the amount the employee received from the court for their attendance.

## **24. Public Holidays**

### **24.1 Entitlement to Public Holidays**

- 24.1.1 Employees of Endeavour Energy shall be entitled to the following public holidays, plus any additional holidays gazetted by the NSW Government, without loss of pay:
- a) New Year's Day
  - b) Australia Day
  - c) Good Friday
  - d) Easter Saturday
  - e) Easter Monday
  - f) Endeavour Energy Employee's Day (Easter Tuesday)
  - g) ANZAC Day
  - h) Queen's Birthday
  - i) Labour Day
  - j) Christmas Day
  - k) Boxing Day

### **24.2 Alternate Religious Beliefs**

- 24.2.1 In order to recognise genuinely held non-Christian religious beliefs an employee may, where it meets customer needs and with the agreement of their manager, substitute public holidays listed above for those relevant to that religion.

## MISCELLANEOUS

### 25. Domestic and Family Violence

#### 25.1 General Principle

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

#### 25.2 Definition of Domestic and Family Violence

25.2.1 Domestic violence includes physical, sexual, financial, verbal or emotional abuse by an member of the employee's immediate family (as defined in clause 20.1.2) or household.

#### 25.3 General Measures

25.3.1 Proof of domestic or family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

25.3.2 All personal information concerning domestic or family violence will be kept confidential in line with Endeavour Energy Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

25.3.3 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

25.3.4 Endeavour Energy will provide appropriate assistance through referral to relevant support services.

25.3.5 An employee experiencing domestic or family violence may raise the issue with their immediate supervisor or their Human Resources Business Partner. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources Business Partner.

25.3.6 Where requested by an employee, Human Resources 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 clauses 25.4 and 25.5.

25.3.7 Endeavour Energy will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an employee reports domestic violence.

#### 25.4 Leave

25.4.1 An employee experiencing domestic or family violence will have access to paid special leave for medical appointments, legal proceedings and other matters and activities arising from domestic violence.

25.4.2 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.

25.4.3 An employee who supports a person experiencing domestic or family violence may take special leave to accompany them to court, to hospital, or to mind children.

#### 25.5 Individual Support

25.5.1 In order to provide support to an employee experiencing domestic or family violence and to provide a safe work environment to all employees, Endeavour Energy will support any reasonable request from an employee experiencing domestic violence for:

- a) changes to their span of hours or pattern or hours and/or shift patterns;
- b) job redesign or changes to duties;
- c) relocation to suitable employment within the Endeavour Energy;
- d) a change to their telephone number or email address to avoid harassing contact;
- e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

25.5.2 An employee experiencing domestic or family 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.

## 26. Equal Employment Opportunity

26.1.1 Endeavour Energy is an Equal Opportunity Employer.

26.1.2 Endeavour Energy and its employees will work together to achieve the objective of a work environment free from discrimination or harassment and where all people treat, and are treated, with respect.

26.1.3 Endeavour Energy is committed to providing equal remuneration and conditions of employment for work of equal or comparable value.

## 27. Discrimination

27.1.1 It is the intention of the parties to this Agreement to prevent and eliminate discrimination, bullying and harassment in the workplace. This includes discrimination on the grounds of sex, pregnancy, race, religion, age, marital or domestic status, homosexuality, disability, transgender status or carer's responsibilities and any other grounds prohibited under Discrimination Legislation.

27.1.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms of operation, has a direct or indirect discriminatory effect.

27.1.3 Under Discrimination Legislation, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment. Nothing in this clause is to be taken to affect:

- a) any conduct or act which is specifically exempted from Discrimination Legislation;
- b) offering or providing junior rates of pay to persons under 21 years of age;
- c) any act or practice of a body established to propagate religion which is exempted under Discrimination Legislation;
- d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

27.1.4 Consistent with Discrimination and Equal Employment Opportunity principles, workplace harassment, including bullying is not acceptable. Any incidents of workplace discrimination, bullying or harassment will be managed in accordance with Clause 34 Disputes.

27.1.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## 28. Secure Employment

### 28.1 Objective of this Clause

- 28.1.1 The objective of this clause is for Endeavour Energy to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in Endeavour Energy's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- 28.1.2 Any dispute about this clause or its application shall be dealt with through the disputes procedure at Clause 34.

### 28.2 Casual Conversion

- 28.2.1 A casual employee engaged by Endeavour Energy on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall have the right to elect to become a permanent full-time employee or permanent part-time employee if the employment is to continue beyond the conversion process in this clause 28.2.
- 28.2.2 Endeavour Energy shall notify the employee in writing of their right to elect to convert to permanent employment within four weeks of the employee having met the requirements in 28.1.1.
- a) The employee retains their right of election under this clause if Endeavour Energy fails to comply with this notice requirement.
- 28.2.3 A casual employee who has a right to elect under 28.1.1, may give four weeks' written notice to Endeavour Energy that they are seeking to elect to convert to permanent full-time or permanent part-time employment. Where the employee does not elect to convert within 4 weeks of being notified by Endeavour Energy they will be deemed to have elected against any such conversion
- 28.2.4 Endeavour Energy shall consent to or refuse the election in writing within four weeks.
- 28.2.5 Endeavour Energy shall not unreasonably refuse to convert an employee. Where an election to convert is refused, 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. Where Endeavour Energy agrees to convert the casual employee to permanent employment Endeavour Energy and the employee will discuss and record in writing whether the employee is to be a full time or part time employee. Provided that:
- a) Where 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 shall be consistent with the employee's previous working pattern, unless other arrangements are agreed between the Endeavour Energy and the employee.
- b) Where an employee has worked on a full-time basis throughout the period of casual employment, they have the right to elect to convert to full time employment.
- 28.2.6 Once a casual employee has been converted to permanent employment, the employee may only revert to casual employment by written agreement with Endeavour Energy.
- 28.2.7 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

## WORK HEALTH AND SAFETY

### 29. Safety at Work

#### 29.1 *Parties Obligations*

- 29.1.1 The parties recognise that both Endeavour Energy and its employees have obligations under the *Health and Safety Act 2011 (NSW)* to ensure the workplace is safe.
- 29.1.2 Endeavour Energy's primary concern is the health and safety of its employees, contractors, visitors, customers and the general public. The parties to this Agreement agree to share an ongoing commitment to promote the health, safety and welfare of all employees, contractors, customers, visitors and the general public and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.

#### 29.2 *Safety Clothing and/or Equipment*

- 29.2.1 Employees must ensure they wear and use appropriate safety clothing and equipment for the purpose for which it was provided.
- 29.2.2 An employee who fails to comply with the above requirement may not be paid for the time taken to comply, including travelling home to get the appropriate safety clothing or equipment.

### 30. Work Related Accident

- 30.1.1 An employee who suffers a work-related injury within the meaning of the New South Wales workers' compensation legislation will be entitled to benefits provided by Endeavour Energy (a self-insurer) in accordance with the relevant legislation.

#### 30.2 *Evaluation of a Claim*

- 30.2.1 To overcome employees facing financial hardship during the process of evaluating a claim, employees may elect to take sick leave.
- 30.2.2 Upon acceptance of the claim any sick leave taken by the employee will be re-classified as workers compensation leave.

#### 30.3 *A Denied Claim*

- 30.3.1 Where a denied claim is settled or an agreement is made by the Workers Compensation Commission against Endeavour Energy the payment made by Endeavour Energy for sick leave shall be reimbursed by the employee from the settlement or Agreement.

#### 30.4 *Accident Pay*

- 30.4.1 An employee who has received an injury shall, subject to this clause, be entitled to accident pay while their employment by Endeavour Energy and their entitlement to weekly payment for compensation (pursuant to the relevant Act) for incapacity flowing from such injury continues, for a combined total period up to 52 weeks.

### 31. Occupational Health and Safety

- 31.1.1 For the purposes of this subclause, the following definitions shall apply:
- a) 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.

- b) 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.

31.1.2 Where Endeavour Energy engages a labour hire business and/or a contract business to perform work wholly or partially on Endeavour Energy’s premises, Endeavour Energy shall do the following (either directly, or through the agency of the labour hire or contract business):

- a) 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;
- b) ensure that those employees of the labour hire business are provided with appropriate personal protective equipment and/or clothing by their employer; and
- c) 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.

31.1.3 Nothing in this subclause 31 is intended to affect or detract from any obligation or responsibility upon a labour hire business or contract business arising under applicable work health and safety or worker’s compensation legislation.

## LABOUR HIRE AND OUTSOURCING CONSULTATION

### 32. Labour Hire/Agency Workers

- 32.1.1 Parties to this agreement recognise the need for Endeavour Energy to engage labour hire workers from time to time to meet short term business needs.
- 32.1.2 Endeavour Energy will consult with the relevant parties in relation to the prospective need for labour hire engagement.
- 32.1.3 In this context, the parties 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.
- 32.1.4 As part of this process Endeavour Energy will meet with the relevant unions on a 6 monthly basis to discuss labour requirements, Endeavour Energy will provide a report as to the composition of labour hire agency workers at each of these meetings.
- 32.1.5 The company agrees that in deciding to utilise labour hire, workers undertaking work will have wages and conditions that are no less favourable than that provided for in their relevant industrial instrument.
- 32.1.6 The parties will consult before introducing a new area of labour hire where labour hire has not traditionally been used. This will entail contact with the relevant union official.
- 32.1.7 Endeavour Energy agrees that labour hire will not be used as an alternative to permanent employment and will not diminish the job security or result in alterations to the working conditions of employees.

### 33. Outsourcing/Contracting Out

#### 33.1 *Basic Principles*

- 33.1.1 Outsourcing or contracting out will not diminish the working conditions of this agreement.
- 33.1.2 Work will only be outsourced or contracted out when it can be demonstrated that:
  - a) Peak workloads cannot be met by Endeavour Energy's workforce including reasonable overtime; or
  - b) Where specific expertise, not available in Endeavour Energy's workforce, is required. Where recurring work requires such expertise, Endeavour Energy will make efforts to obtain this expertise by training and/or reorganising its existing workforce. Endeavour Energy will keep the relevant union(s) informed about such training and reorganisation; or
  - c) The use of outsourcing or contracting out the work is commercially the most advantageous option taking into account safety, quality, performance, and cost.
- 33.1.3 In circumstances where Endeavour Energy is examining outsourcing or contracting out of work activities:
  - a) A Contracting Consultation Committee (CCC) shall be formed comprising appropriate representation from Endeavour Energy and the applicable unions. The purpose of the CCC will be to serve as a forum for Endeavour Energy to inform and consult the Unions and their members on all contracting and outsourcing proposals.
  - b) Utilising the CCC - Endeavour Energy will consult 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;

- c) Prior to expressions of interest or tenders being called, where employee generated alternatives are received, such alternatives will be considered;
- d) 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 Endeavour Energy.

33.1.4 When a decision is made by Endeavour Energy to outsource/contract out work not already outsourced or contracted out, or in a review of existing contracts, Endeavour Energy will consider a contract to a contractor that demonstrates:

- a) Contractor(s) undertaking the outsourced /contracted out work will have wages and conditions that are no less favourable than that provided for in their relevant industrial instrument.
- b) 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 Endeavour Energy expects.
- c) If after engagement of a contractor a party to this agreement provides sufficient evidence that a contractor is not providing its employees with correct statutory entitlements, Endeavour Energy 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, Endeavour Energy will take appropriate action.

33.1.5 In the event that Endeavour Energy has determined to outsource or contract out work, affected employees will have access to the full range of options available under all relevant Endeavour Energy policies which apply at the time. These options will include training and / or retraining.

33.1.6 Either party may refer this process to the Dispute Procedure in this agreement.

The parties will comply with their obligations under clauses 5 and 6 of this agreement prior to enacting the above. Nothing in this clause diminishes the parties' obligations under clauses 5 and 6.

## DISPUTE RESOLUTION PROCEDURE

### 34. Disputes

#### 34.1 *Dispute Resolution Procedure*

- 34.1.1 The dispute resolution procedure will be used to deal with all disputes arising out of the employer-employee relationship.
- 34.1.2 While a dispute is being dealt with under the dispute resolution procedure the status quo is to be maintained; that is the situation that existed immediately prior to the issue that gave rise to the dispute.
- 34.1.3 While a dispute is being dealt with under the dispute resolution procedure work is to continue as normal. The process will not be accompanied by industrial action.
- 34.1.4 Disputes should, as far as possible, be resolved as quickly as possible, without unreasonable delay, at their source and at the lowest possible level.
- 34.1.5 Disputes should remain in the part of the organisation concerned without interference from employees not involved.
- 34.1.6 All those involved in dealing with a dispute should adopt an interest-based approach. They should appreciate the interests and points of view of the other parties, approach discussions in good faith, work co-operatively to try and resolve the matter, and arrange and attend meetings without unnecessary delay. Endeavour Energy will, where possible, take the needs of employees into account when making decisions.

#### 34.2 *Tier 1 Disputes*

- 34.2.1 Tier 1 disputes will be resolved at the local level as far as practicable and in a timely manner, with the involvement of the following:
- a) the employee(s) concerned;
  - b) the employee's chosen support person (who may be a union representative or other individual) (if requested by the employee(s)); and
  - c) the supervisor, and manager (if required).

#### 34.3 *Tier 2 Disputes*

- 34.3.1 If the issue or dispute is not resolved at Tier 1 level or is a corporate wide issue, it may be referred to the Tier 2 level with involvement of the following:
- a) The employee(s) concerned
  - b) The employee's chosen support person or union organiser (or other person designated by the union organiser);
  - c) Relevant senior manager(s), affected local manager(s), and Manager Industrial Relations (or other person designated by the Manager Industrial Relations).
- 34.3.2 An independent third party facilitator may be engaged to assist in resolving the issue or dispute, if agreed by all affected parties.

#### 34.4 *Tier 3 Disputes*

- 34.4.1 If the issue or dispute remains unresolved, it may be referred to the Fair Work Commission for conciliation and/or arbitration, by Endeavour Energy, the union, an employee or their representative with the rights of the parties to appeal being reserved. If both parties agree, a person other than the Fair Work Commission can be asked to deal with the issue or dispute, as provided for under s. 740 of the Act.

#### 34.5 *Other agreed initiatives*

- 34.5.1 There will be joint training of employees, union delegates and line managers in dispute resolution.

The parties will work together actively to identify any "grey areas" in the agreement and seek to agree on the correct interpretation before disputes arise..

## UNION MATTERS

### 35. Union Delegate Rights

35.1.1 Subject to the relevant sections of the Fair Work Act 2009, the following applies:

#### 35.2 *Endeavour Energy*

35.2.1 Endeavour Energy shall be able to:

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

#### 35.3 *Union Delegates*

35.3.1 Union Delegates shall be able to:

- a) 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.
- b) After obtaining the permission of the employer, move freely for the purpose of consulting other Delegates during working hours.
- c) Have access to Union officials as required within operational hours and on business premises as required for the purposes of Union business.
- d) Be able to represent employees or request a Union official to represent the employee.
- e) 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 Endeavour Energy.
- f) 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.
- g) 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.
- h) 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.
- i) Attend meetings and training held by the Union in which they hold office without loss of any rights or pay following the approval of Endeavour Energy.
- j) Attendance at these meetings shall not be unreasonably withheld. Leave granted for this purpose may be accessed by the relevant special leave provisions and or relevant training leave provisions.
- k) Have all agreements and arrangements negotiated with Endeavour Energy set out in writing and for these agreements and arrangements, including Agreements, to be provided to delegates on request.
- l) Place notices on defined union notice boards.

## **36. Deduction of Union Membership Fees**

### **36.1 *Union responsibilities***

- 36.1.1 The union shall provide Endeavour Energy with a schedule setting out union weekly membership fees payable by members of the union in accordance with the union's rules.
- 36.1.2 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.

### **36.2 *Endeavour Energy's Responsibilities***

- 36.2.1 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.
- 36.2.2 Monies so deducted from employees' 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.

### **36.3 *Miscellaneous***

- 36.3.1 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a weekly basis.
- 36.3.2 Where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## APPENDIX A – CLASSIFICATIONS AND RATES OF PAY

### Office Based Group - 35 Hour Week

	1	2	3	4	5	6	7	8
Accounts Payable Officer	33	42	48					
Admin Team Leader	81	86	92	96				
Billing Officer	14	25	39	48				
Branch Administrator/Assistant L1	33	38	41					
Branch Administrator/Assistant L2	43	45	49					
Branch Administrator/Assistant L3	53	57	62	65				
Business Support	14	24	28					
Clerical / Admin Level 1	1	2	8					
Clerical / Admin Level 2	12	16	19					
Clerical / Admin Level 3	21	27	32					
Clerical / Admin Level 3A	21	27	32	33				
Clerical / Admin Level 4	37	40	44					
Clerical / Admin Level 5	46	52	56	59				
Clerical / Admin Level 6	63	66	69	72				
Clerical / Admin Level 7	75	77	80					
Clerical / Admin Level 8	84	89						
Customer Resolution Provider	33	42	48					
Customer Service Representative - 6 day fortnight	5	9	15	22	29	35		
Customer Service Representative - 7 Day Roster 35 Hour	3	6	13	20	30	36		
Customer Service Representative - Non Shift	1	4	10	18	26	34		
Customer Service Representative - 6 day fortnight / 25 hours	7	11	17	23	31	35		
Data Services Officer	68	71	74	78				
Depot Administrator	51	54	60	65				
Engineering Officer Level 1	47	50	55	61	64	67	70	
Engineering Officer Level 2	61	64	67	70	73	76	79	82
Engineering Officer Level 3	73	76	79	82	87	91	95	
Engineering Officer Level 4	87	91	95	98	99			
Engineering Officer Level 5	100	101	102	103				
Fixed Asset Administrator	33	42	48					
Meter Provider Admin Officer	33	42	48					
Network Property Officer Level 1	81	83	85	88				
Network Property Officer Level 2	90	93	94	97				
Payroll Officer	51	58	65					
Transfer Solutions Officer	14	25	39	48				

**Field Based Group - 36 Hour Week**

	1	2	3	4	5	6	7	8	9	10
Cable Joints	205	210	223	229	238					
Cable Joints - Transmission	205	210	223	229	238	251				
Contractor Inspector	302	308	316	323						
Distribution Powerline Worker	208	215	223	229	238					
District Operator	288	313	325							
District Operator in Training	259	266	274							
Electrical Fitter Mechanic	217	225	234	243	251					
Electricity Worker	201	202	203	204	206	213				
Electricity Worker (Stores/Logistics)	200	202	203	207	209	214				
Emergency Service Despatch Officer	311	325								
Emergency Service Officer	248	258	267	277	288					
Installation Inspector	251	268	296	319						
Leading Hand Cable Joints	212	219	230	241	250	260	271	279	286	291
Leading Hand DPW	212	219	230	241	250	260	271	279	286	291
Leading Hand EFM	240	245	255	262	272	278	286			
Leading Hand Electricity Worker	216	224	232	239	247					
Leading Hand Lineworker	212	219	230	241	250	260	271	279	286	291
Leading Hand Live Lineworker	284	290	294							
Lineworker	205	210	223	229	238					
Lineworker - Transmission	205	210	223	229	238	251				
Live Lineworker	205	210	223	229	238	251	263			
Materials Officer	201	202	203	204						
Meter Technician	243	249	254	283	302					
Motor Mechanic	208	220	228	236	251					
Network Compliance Officer	302	308	316	323						
Operations Manager	327	328	329	330	332					
Patrol Officer	205	210	223	229	238	251				
Plant Operator	206	213								
Pole Inspector	205	210	223	229	238					
Senior Installation Inspector	323									
Senior System Operator	336									
System Operator	331	333	334	335						
Technical Officer Level 1	211	218	222							
Technical Officer Level 2	227	233	237							
Technical Officer Level 3	244	252	257							
Technical Officer Level 4	264	273	281	287						
Technical Officer Level 5	293	297	300	303						
Technical Officer Level 6	309	315	322							
Technical Officer Level 7	324	326								
Technical Support Officer Level 1 (Distribution)	302	304	306	310						
Technical Support Officer Level 2 (Transmission)	314	318	321	323						
Tree Management Officer	269	275	282							
Tree Management Officer - Qualified	302	304	306	310						

**Field Based Group - 36 Hour Week**

	1	2	3	4	5	6	7	8	9	10
Technologist	217	221	226	231	235	242	246	253	256	261
	11	12	13	14	15	16	17	18	19	20
	265	270	276	280	285	289	292	295	298	299
	21	22	23	24	25	26				
	301	305	307	312	317	320				

**Trainee / Graduate Group**

	Hours	1	2	3	4	5
Adult Apprentice (Externally appointed)	36	507				
Adult Apprentice (Internally appointed)	36	509				
Apprentice	36	500	501	503	506	
Cadet / Vacation Student	35	502	504	505		
Corporate Graduate	35	508	510	511	512	
Electrical Engineer Graduate	35	513	514	515	516	517

**38 hours plus 2 Reasonable Additional Hours Group**

	1	2	3	4	5	6
Executive Assistant	402	404	406	408		
Executive Assistant to the CEO/COO	411	413	415	417		
Supervisory Level 1	400	401	403	405		
Supervisory Level 2	407	409	410	412	414	
Supervisory Level 3	412	414	416	418		
Supervisory Level 4 (Scheduler)	418	419	420	421		
Supervisory Level 5 (Ops Manager)	420	421	422	423	424	

**Manager/Specialist Group**

<b>Engineering Officer MS Level 1</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
EO M/S Level 1 - Accumulation Scheme	601	603	606	608	610	614	619
EO M/S Level 1 - 1%-4% SASS	704	710	719	730	741	758	780
EO M/S Level 1 - 5% SASS	708	716	726	738	753	770	797
EO M/S Level 1 - 6% SASS	713	723	735	748	765	785	816
EO M/S Level 1 - 7% SASS	720	731	746	761	779	803	833
EO M/S Level 1 - 8% SASS	727	740	757	775	795	822	850
EO M/S Level 1 - 9% SASS	736	750	769	789	812	839	867
<b>Engineering Officer MS Level 2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
EO M/S Level 2 - Accumulation Scheme	606	608	610	614	619	625	630
EO M/S Level 2 - 1%-4% SASS	719	730	741	758	780	808	838
EO M/S Level 2 - 5% SASS	726	738	753	770	797	829	854
EO M/S Level 2 - 6% SASS	735	748	765	785	816	847	873
EO M/S Level 2 - 7% SASS	746	761	779	803	833	862	886
EO M/S Level 2 - 8% SASS	757	775	795	822	850	877	897
EO M/S Level 2 - 9% SASS	769	789	812	839	867	891	907
<b>Engineering Officer MS Level 3</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>		
EO M/S Level 3 - Accumulation Scheme	610	614	619	625	630		
EO M/S Level 3 - 1%-4% SASS	741	758	780	808	838		
EO M/S Level 3 - 5% SASS	753	770	797	829	854		
EO M/S Level 3 - 6% SASS	765	785	816	847	873		
EO M/S Level 3 - 7% SASS	779	803	833	862	886		
EO M/S Level 3 - 8% SASS	795	822	850	877	897		
EO M/S Level 3 - 9% SASS	812	839	867	891	907		

<b>Operations Manager MS Level 1</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
OM M/S Level 1 - Accumulation Scheme	611	613	617	620	622
OM M/S Level 1 - 1%-4% SASS	743	751	772	784	791
OM M/S Level 1 - 5% SASS	754	764	787	800	809
OM M/S Level 1 - 6% SASS	766	778	806	820	830
OM M/S Level 1 - 7% SASS	781	794	825	837	847
OM M/S Level 1 - 8% SASS	798	813	844	853	861
OM M/S Level 1 - 9% SASS	814	832	858	870	876
<b>Operations Manager MS Level 2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
OM M/S Level 2 - Accumulation Scheme	617	620	622	624	627
OM M/S Level 2 - 1%-4% SASS	772	784	791	802	817
OM M/S Level 2 - 5% SASS	787	800	809	821	834
OM M/S Level 2 - 6% SASS	806	820	830	841	851
OM M/S Level 2 - 7% SASS	825	837	847	855	869
OM M/S Level 2 - 8% SASS	844	853	861	872	883
OM M/S Level 2 - 9% SASS	858	870	876	885	895

<b>Professional Engineer MS Level 1</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
PE M/S Level 1 - Accumulation Scheme	612	615	618	623	628
PE M/S Level 1 - 1%-4% SASS	744	759	774	793	818
PE M/S Level 1 - 5% SASS	755	771	790	811	835
PE M/S Level 1 - 6% SASS	767	786	807	831	852
PE M/S Level 1 - 7% SASS	782	804	827	848	871
PE M/S Level 1 - 8% SASS	799	823	846	864	884
PE M/S Level 1 - 9% SASS	815	840	860	879	896
<b>Professional Engineer MS Level 2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
PE M/S Level 2 - Accumulation Scheme	618	623	628	631	633
PE M/S Level 2 - 1%-4% SASS	774	793	818	842	865
PE M/S Level 2 - 5% SASS	790	811	835	857	881
PE M/S Level 2 - 6% SASS	807	831	852	874	894
PE M/S Level 2 - 7% SASS	827	848	871	888	906
PE M/S Level 2 - 8% SASS	846	864	884	899	914
PE M/S Level 2 - 9% SASS	860	879	896	909	919
<b>Professional Engineer MS Level 3</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
PE M/S Level 3 - Accumulation Scheme	628	631	633	635	637
PE M/S Level 3 - 1%-4% SASS	818	842	865	890	905
PE M/S Level 3 - 5% SASS	835	857	881	901	915
PE M/S Level 3 - 6% SASS	852	874	894	910	921
PE M/S Level 3 - 7% SASS	871	888	906	917	925
PE M/S Level 3 - 8% SASS	884	899	914	923	929
PE M/S Level 3 - 9% SASS	896	909	919	927	931
<b>Professional Engineer MS Level 4</b>	<b>7</b>	<b>8</b>	<b>9</b>		
PE M/S Level 4 - Accumulation Scheme	633	635	637		
PE M/S Level 4 - 1%-4% SASS	865	890	905		
PE M/S Level 4 - 5% SASS	881	901	915		
PE M/S Level 4 - 6% SASS	894	910	921		
PE M/S Level 4 - 7% SASS	906	917	925		
PE M/S Level 4 - 8% SASS	914	923	929		
PE M/S Level 4 - 9% SASS	919	927	931		

<b>Manager Specialist Level 1</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	
M/S Level 1 - Accumulation Scheme	600	602	604	605	607	
M/S Level 1 - 1%-4% SASS	701	703	706	714	724	
M/S Level 1 - 5% SASS	702	705	711	721	732	
M/S Level 1 - 6% SASS	704	709	718	728	739	
M/S Level 1 - 7% SASS	707	715	725	737	749	
M/S Level 1 - 8% SASS	712	722	733	747	762	
M/S Level 1 - 9% SASS	717	729	742	760	776	
<b>Manager Specialist Level 2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	
M/S Level 2 - Accumulation Scheme	604	605	607	609	616	
M/S Level 2 - 1%-4% SASS	706	714	724	734	752	
M/S Level 2 - 5% SASS	711	721	732	745	763	
M/S Level 2 - 6% SASS	718	728	739	756	777	
M/S Level 2 - 7% SASS	725	737	749	768	792	
M/S Level 2 - 8% SASS	733	747	762	783	810	
M/S Level 2 - 9% SASS	742	760	776	796	828	
<b>Manager Specialist Level 3</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	
M/S Level 3 - Accumulation Scheme	607	609	616	621	626	
M/S Level 3 - 1%-4% SASS	724	734	752	773	801	
M/S Level 3 - 5% SASS	732	745	763	788	819	
M/S Level 3 - 6% SASS	739	756	777	805	836	
M/S Level 3 - 7% SASS	749	768	792	824	851	
M/S Level 3 - 8% SASS	762	783	810	843	868	
M/S Level 3 - 9% SASS	776	796	828	856	882	
<b>Manager Specialist Level 4</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>9X</b>	<b>9XX</b>	
M/S Level 4 - Accumulation Scheme	616	621	626	629	632	
M/S Level 4 - 1%-4% SASS	752	773	801	826	849	
M/S Level 4 - 5% SASS	763	788	819	845	866	
M/S Level 4 - 6% SASS	777	805	836	859	880	
M/S Level 4 - 7% SASS	792	824	851	875	893	
M/S Level 4 - 8% SASS	810	843	868	889	903	
M/S Level 4 - 9% SASS	828	856	882	900	912	
<b>Manager Specialist Level 5</b>	<b>9</b>	<b>9X</b>	<b>9XX</b>	<b>10</b>	<b>10X</b>	<b>11</b>
M/S Level 5 - Accumulation Scheme	626	629	632	634	636	638
M/S Level 5 - 1%-4% SASS	801	826	849	863	887	904
M/S Level 5 - 5% SASS	819	845	866	878	898	913
M/S Level 5 - 6% SASS	836	859	880	892	908	920
M/S Level 5 - 7% SASS	851	875	893	902	916	924
M/S Level 5 - 8% SASS	868	889	903	911	922	928
M/S Level 5 - 9% SASS	882	900	912	918	926	930

**Office Based Group - 35 Hour Week**

(All rates are exclusive of Superannuation)

Paypoint Numbering	Weekly Rate as at 15/12/2017	Weekly Rate as at 15/12/2018	Weekly Rate as at 15/12/2019
1	\$1,111.14	\$1,138.92	\$1,165.11
2	\$1,143.92	\$1,172.51	\$1,199.48
3	\$1,145.66	\$1,174.30	\$1,201.31
4	\$1,156.14	\$1,185.05	\$1,212.30
5	\$1,181.83	\$1,211.38	\$1,239.24
6	\$1,190.67	\$1,220.43	\$1,248.50
7	\$1,192.52	\$1,222.33	\$1,250.44
8	\$1,194.37	\$1,224.23	\$1,252.38
9	\$1,220.05	\$1,250.55	\$1,279.32
10	\$1,224.99	\$1,255.61	\$1,284.49
11	\$1,228.48	\$1,259.19	\$1,288.15
12	\$1,242.04	\$1,273.09	\$1,302.37
13	\$1,259.72	\$1,291.21	\$1,320.91
14	\$1,268.55	\$1,300.27	\$1,330.17
15	\$1,278.11	\$1,310.06	\$1,340.19
16	\$1,282.11	\$1,314.17	\$1,344.39
17	\$1,284.07	\$1,316.17	\$1,346.44
18	\$1,291.05	\$1,323.33	\$1,353.77
19	\$1,299.89	\$1,332.39	\$1,363.03
20	\$1,325.89	\$1,359.03	\$1,390.29
21	\$1,330.41	\$1,363.67	\$1,395.03
22	\$1,333.49	\$1,366.83	\$1,398.26
23	\$1,336.78	\$1,370.20	\$1,401.71
24	\$1,341.09	\$1,374.62	\$1,406.24
25	\$1,345.31	\$1,378.94	\$1,410.65
26	\$1,346.03	\$1,379.68	\$1,411.41
27	\$1,355.79	\$1,389.68	\$1,421.64
28	\$1,372.64	\$1,406.95	\$1,439.31
29	\$1,380.14	\$1,414.64	\$1,447.18
30	\$1,380.75	\$1,415.27	\$1,447.82
31	\$1,380.86	\$1,415.38	\$1,447.93
32	\$1,384.04	\$1,418.64	\$1,451.27
33	\$1,399.97	\$1,434.97	\$1,467.97
34	\$1,400.17	\$1,435.18	\$1,468.19
35	\$1,400.28	\$1,435.28	\$1,468.30
36	\$1,405.11	\$1,440.23	\$1,473.36
37	\$1,409.63	\$1,444.87	\$1,478.10
38	\$1,423.70	\$1,459.30	\$1,492.86
39	\$1,425.35	\$1,460.98	\$1,494.58
40	\$1,441.38	\$1,477.41	\$1,511.39
41	\$1,450.11	\$1,486.36	\$1,520.55
42	\$1,454.53	\$1,490.89	\$1,525.18
43	\$1,473.95	\$1,510.80	\$1,545.55

**Office Based Group - 35 Hour Week**

(All rates are exclusive of Superannuation)

Paypoint Numbering	Weekly Rate as at 15/12/2017	Weekly Rate as at 15/12/2018	Weekly Rate as at 15/12/2019
44	\$1,474.87	\$1,511.75	\$1,546.52
45	\$1,503.54	\$1,541.13	\$1,576.58
46	\$1,513.30	\$1,551.13	\$1,586.81
47	\$1,513.40	\$1,551.24	\$1,586.92
48	\$1,515.87	\$1,553.77	\$1,589.50
49	\$1,535.09	\$1,573.46	\$1,609.65
50	\$1,544.74	\$1,583.36	\$1,619.78
51	\$1,545.98	\$1,584.63	\$1,621.07
52	\$1,550.39	\$1,589.15	\$1,625.71
53	\$1,570.43	\$1,609.69	\$1,646.71
54	\$1,582.86	\$1,622.44	\$1,659.75
55	\$1,583.38	\$1,622.96	\$1,660.29
56	\$1,589.95	\$1,629.70	\$1,667.19
57	\$1,605.26	\$1,645.39	\$1,683.24
58	\$1,607.11	\$1,647.29	\$1,685.18
59	\$1,623.35	\$1,663.93	\$1,702.20
60	\$1,624.79	\$1,665.41	\$1,703.71
61	\$1,626.94	\$1,667.62	\$1,705.97
62	\$1,642.05	\$1,683.10	\$1,721.81
63	\$1,661.47	\$1,703.00	\$1,742.17
64	\$1,664.45	\$1,706.06	\$1,745.30
65	\$1,673.18	\$1,715.01	\$1,754.46
66	\$1,700.62	\$1,743.13	\$1,783.22
67	\$1,706.68	\$1,749.34	\$1,789.58
68	\$1,706.88	\$1,749.56	\$1,789.79
69	\$1,733.50	\$1,776.83	\$1,817.70
70	\$1,742.54	\$1,786.10	\$1,827.18
71	\$1,754.46	\$1,798.32	\$1,839.68
72	\$1,774.70	\$1,819.07	\$1,860.90
73	\$1,783.64	\$1,828.23	\$1,870.28
74	\$1,805.01	\$1,850.13	\$1,892.69
75	\$1,809.12	\$1,854.35	\$1,897.00
76	\$1,825.66	\$1,871.30	\$1,914.34
77	\$1,841.28	\$1,887.31	\$1,930.72
78	\$1,847.75	\$1,893.95	\$1,937.51
79	\$1,860.91	\$1,907.43	\$1,951.30
80	\$1,884.02	\$1,931.12	\$1,975.54
81	\$1,884.33	\$1,931.44	\$1,975.86
82	\$1,904.99	\$1,952.61	\$1,997.52
83	\$1,906.53	\$1,954.19	\$1,999.14
84	\$1,922.97	\$1,971.04	\$2,016.37
85	\$1,930.16	\$1,978.41	\$2,023.92
86	\$1,936.94	\$1,985.36	\$2,031.03

**Office Based Group - 35 Hour Week**

(All rates are exclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
87	\$1,941.98	\$1,990.52	\$2,036.31
88	\$1,949.99	\$1,998.74	\$2,044.71
89	\$1,962.73	\$2,011.80	\$2,058.07
90	\$1,972.59	\$2,021.91	\$2,068.41
91	\$1,976.91	\$2,026.33	\$2,072.94
92	\$1,992.53	\$2,042.34	\$2,089.32
93	\$1,995.82	\$2,045.71	\$2,092.76
94	\$2,015.34	\$2,065.72	\$2,113.23
95	\$2,022.43	\$2,072.99	\$2,120.67
96	\$2,039.59	\$2,090.58	\$2,138.66
97	\$2,039.69	\$2,090.68	\$2,138.77
98	\$2,068.05	\$2,119.75	\$2,168.50
99	\$2,113.46	\$2,166.30	\$2,216.13
100	\$2,161.35	\$2,215.38	\$2,266.33
101	\$2,221.04	\$2,276.57	\$2,328.93
102	\$2,282.80	\$2,339.87	\$2,393.68
103	\$2,343.42	\$2,402.00	\$2,457.25

**Field Based Group - 36 hour week**

(All rates are exclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
200	\$1,042.19	\$1,068.25	\$1,092.82
201	\$1,042.40	\$1,068.46	\$1,093.03
202	\$1,081.34	\$1,108.37	\$1,133.87
203	\$1,120.39	\$1,148.40	\$1,174.81
204	\$1,159.74	\$1,188.73	\$1,216.07
205	\$1,173.92	\$1,203.27	\$1,230.94
206	\$1,199.09	\$1,229.07	\$1,257.34
207	\$1,216.66	\$1,247.08	\$1,275.76
208	\$1,226.01	\$1,256.66	\$1,285.57
209	\$1,240.19	\$1,271.20	\$1,300.43
210	\$1,240.81	\$1,271.83	\$1,301.08
211	\$1,242.04	\$1,273.09	\$1,302.37
212	\$1,252.73	\$1,284.05	\$1,313.58
213	\$1,253.96	\$1,285.31	\$1,314.87
214	\$1,254.06	\$1,285.42	\$1,314.98
215	\$1,263.00	\$1,294.58	\$1,324.35
216	\$1,271.43	\$1,303.21	\$1,333.19
217	\$1,274.61	\$1,306.48	\$1,336.53
218	\$1,282.11	\$1,314.17	\$1,344.39
219	\$1,287.25	\$1,319.43	\$1,349.78
220	\$1,288.90	\$1,321.12	\$1,351.50
221	\$1,298.86	\$1,331.33	\$1,361.96
222	\$1,299.89	\$1,332.39	\$1,363.03
223	\$1,303.59	\$1,336.18	\$1,366.91
224	\$1,312.43	\$1,345.24	\$1,376.18
225	\$1,315.41	\$1,348.29	\$1,379.30
226	\$1,322.70	\$1,355.77	\$1,386.95
227	\$1,330.41	\$1,363.67	\$1,395.03
228	\$1,335.85	\$1,369.25	\$1,400.74
229	\$1,338.32	\$1,371.78	\$1,403.33
230	\$1,339.55	\$1,373.04	\$1,404.62
231	\$1,346.95	\$1,380.62	\$1,412.38
232	\$1,352.70	\$1,386.52	\$1,418.41
233	\$1,355.79	\$1,389.68	\$1,421.64
234	\$1,357.94	\$1,391.89	\$1,423.91
235	\$1,370.48	\$1,404.74	\$1,437.05
236	\$1,383.22	\$1,417.80	\$1,450.41
237	\$1,384.04	\$1,418.64	\$1,451.27
238	\$1,384.25	\$1,418.85	\$1,451.49
239	\$1,386.20	\$1,420.86	\$1,453.53
240	\$1,386.30	\$1,420.96	\$1,453.64
241	\$1,392.67	\$1,427.49	\$1,460.32
242	\$1,394.52	\$1,429.39	\$1,462.26

**Field Based Group - 36 hour week**

(All rates are exclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
243	\$1,397.71	\$1,432.65	\$1,465.60
244	\$1,409.63	\$1,444.87	\$1,478.10
245	\$1,415.07	\$1,450.45	\$1,483.81
246	\$1,418.36	\$1,453.82	\$1,487.26
247	\$1,420.21	\$1,455.72	\$1,489.20
248	\$1,427.09	\$1,462.77	\$1,496.42
249	\$1,435.93	\$1,471.83	\$1,505.68
250	\$1,437.68	\$1,473.62	\$1,507.51
251	\$1,439.84	\$1,475.83	\$1,509.78
252	\$1,441.38	\$1,477.41	\$1,511.39
253	\$1,442.30	\$1,478.36	\$1,512.36
254	\$1,454.43	\$1,490.79	\$1,525.08
255	\$1,457.41	\$1,493.84	\$1,528.20
256	\$1,466.45	\$1,503.11	\$1,537.68
257	\$1,474.87	\$1,511.75	\$1,546.52
258	\$1,475.80	\$1,512.69	\$1,547.49
259	\$1,481.76	\$1,518.80	\$1,553.73
260	\$1,488.95	\$1,526.17	\$1,561.28
261	\$1,490.49	\$1,527.75	\$1,562.89
262	\$1,502.41	\$1,539.97	\$1,575.39
263	\$1,505.70	\$1,543.34	\$1,578.84
264	\$1,513.30	\$1,551.13	\$1,586.81
265	\$1,514.64	\$1,552.50	\$1,588.21
266	\$1,515.56	\$1,553.45	\$1,589.18
267	\$1,519.78	\$1,557.77	\$1,593.60
268	\$1,522.76	\$1,560.82	\$1,596.72
269	\$1,524.60	\$1,562.72	\$1,598.66
270	\$1,538.48	\$1,576.94	\$1,613.21
271	\$1,540.43	\$1,578.94	\$1,615.25
272	\$1,541.04	\$1,579.57	\$1,615.90
273	\$1,550.39	\$1,589.15	\$1,625.71
274	\$1,556.97	\$1,595.90	\$1,632.60
275	\$1,558.72	\$1,597.69	\$1,634.43
276	\$1,562.72	\$1,601.79	\$1,638.63
277	\$1,570.74	\$1,610.01	\$1,647.04
278	\$1,576.90	\$1,616.33	\$1,653.50
279	\$1,577.11	\$1,616.54	\$1,653.72
280	\$1,586.67	\$1,626.33	\$1,663.74
281	\$1,589.95	\$1,629.70	\$1,667.19
282	\$1,595.19	\$1,635.07	\$1,672.68
283	\$1,603.31	\$1,643.39	\$1,681.19
284	\$1,606.09	\$1,646.24	\$1,684.10
285	\$1,610.71	\$1,650.98	\$1,688.95

**Field Based Group - 36 hour week**

(All rates are exclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
286	\$1,614.41	\$1,654.77	\$1,692.83
287	\$1,623.35	\$1,663.93	\$1,702.20
288	\$1,627.05	\$1,667.72	\$1,706.08
289	\$1,634.65	\$1,675.52	\$1,714.05
290	\$1,642.87	\$1,683.94	\$1,722.67
291	\$1,652.12	\$1,693.42	\$1,732.37
292	\$1,658.80	\$1,700.27	\$1,739.37
293	\$1,661.47	\$1,703.00	\$1,742.17
294	\$1,680.07	\$1,722.07	\$1,761.67
295	\$1,682.22	\$1,724.28	\$1,763.94
296	\$1,695.99	\$1,738.39	\$1,778.37
297	\$1,700.62	\$1,743.13	\$1,783.22
298	\$1,706.57	\$1,749.24	\$1,789.47
299	\$1,730.52	\$1,773.78	\$1,814.58
300	\$1,733.50	\$1,776.83	\$1,817.70
301	\$1,754.56	\$1,798.42	\$1,839.79
302	\$1,755.48	\$1,799.37	\$1,840.76
303	\$1,774.70	\$1,819.07	\$1,860.90
304	\$1,776.14	\$1,820.54	\$1,862.41
305	\$1,778.50	\$1,822.96	\$1,864.89
306	\$1,798.23	\$1,843.18	\$1,885.58
307	\$1,802.34	\$1,847.40	\$1,889.89
308	\$1,805.83	\$1,850.98	\$1,893.55
309	\$1,809.12	\$1,854.35	\$1,897.00
310	\$1,816.72	\$1,862.14	\$1,904.97
311	\$1,816.93	\$1,862.35	\$1,905.19
312	\$1,826.48	\$1,872.15	\$1,915.21
313	\$1,834.50	\$1,880.36	\$1,923.61
314	\$1,837.79	\$1,883.73	\$1,927.06
315	\$1,841.28	\$1,887.31	\$1,930.72
316	\$1,847.96	\$1,894.16	\$1,937.72
317	\$1,850.84	\$1,897.11	\$1,940.74
318	\$1,859.57	\$1,906.06	\$1,949.90
319	\$1,863.06	\$1,909.64	\$1,953.56
320	\$1,874.67	\$1,921.54	\$1,965.74
321	\$1,877.86	\$1,924.81	\$1,969.08
322	\$1,884.02	\$1,931.12	\$1,975.54
323	\$1,900.36	\$1,947.87	\$1,992.67
324	\$1,922.97	\$1,971.04	\$2,016.37
325	\$1,944.95	\$1,993.58	\$2,039.43
326	\$1,962.73	\$2,011.80	\$2,058.07
327	\$1,994.48	\$2,044.34	\$2,091.36
328	\$2,040.62	\$2,091.63	\$2,139.74

**Field Based Group - 36 hour week**

(All rates are exclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
329	\$2,080.48	\$2,132.49	\$2,181.54
330	\$2,130.32	\$2,183.57	\$2,233.80
331	\$2,140.28	\$2,193.79	\$2,244.25
332	\$2,183.03	\$2,237.60	\$2,289.07
333	\$2,184.26	\$2,238.87	\$2,290.36
334	\$2,301.50	\$2,359.03	\$2,413.29
335	\$2,410.10	\$2,470.36	\$2,527.17
336	\$2,660.92	\$2,727.44	\$2,790.17

**38 plus Reasonable Additional Hours Group**

(All rates are exclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
400	\$1,707.09	\$1,749.77	\$1,790.01
401	\$1,749.83	\$1,793.58	\$1,834.83
402	\$1,750.04	\$1,793.79	\$1,835.05
403	\$1,794.02	\$1,838.87	\$1,881.16
404	\$1,795.97	\$1,840.87	\$1,883.21
405	\$1,831.72	\$1,877.52	\$1,920.70
406	\$1,839.64	\$1,885.63	\$1,929.00
407	\$1,875.29	\$1,922.17	\$1,966.38
408	\$1,878.17	\$1,925.12	\$1,969.40
409	\$1,918.55	\$1,966.51	\$2,011.74
410	\$1,956.05	\$2,004.95	\$2,051.07
411	\$1,992.73	\$2,042.55	\$2,089.53
412	\$2,002.80	\$2,052.87	\$2,100.09
413	\$2,028.90	\$2,079.62	\$2,127.46
414	\$2,052.33	\$2,103.64	\$2,152.02
415	\$2,073.91	\$2,125.75	\$2,174.65
416	\$2,091.58	\$2,143.87	\$2,193.18
417	\$2,111.72	\$2,164.51	\$2,214.29
418	\$2,150.45	\$2,204.22	\$2,254.91
419	\$2,200.80	\$2,255.82	\$2,307.71
420	\$2,216.01	\$2,271.41	\$2,323.65
421	\$2,267.49	\$2,324.17	\$2,377.63
422	\$2,311.57	\$2,369.36	\$2,423.85
423	\$2,367.05	\$2,426.23	\$2,482.03
424	\$2,425.62	\$2,486.26	\$2,543.44

**Trainee / Graduate Group**

(All rates are exclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
500	\$633.76	\$649.61	\$664.55
501	\$777.00	\$796.42	\$814.74
502	\$788.30	\$808.01	\$826.59
503	\$889.71	\$911.96	\$932.93
504	\$900.81	\$923.33	\$944.57
505	\$975.51	\$999.90	\$1,022.89
506	\$1,001.50	\$1,026.54	\$1,050.15
507	\$1,075.07	\$1,101.95	\$1,127.29
508	\$1,088.42	\$1,115.63	\$1,141.29
509	\$1,108.06	\$1,135.76	\$1,161.88
510	\$1,133.76	\$1,162.11	\$1,188.84
511	\$1,179.12	\$1,208.60	\$1,236.39
512	\$1,224.47	\$1,255.08	\$1,283.95
513	\$1,461.41	\$1,497.95	\$1,532.40
514	\$1,526.76	\$1,564.93	\$1,600.92
515	\$1,602.28	\$1,642.34	\$1,680.11
516	\$1,675.24	\$1,717.12	\$1,756.61
517	\$1,752.30	\$1,796.11	\$1,837.42

**Manager/Specialist Group - Accumulation Scheme Rates**

 (All rates are inclusive of Superannuation)

Paypoint Numbering	Weekly Rate as at 15/12/2017	Weekly Rate as at 15/12/2018	Weekly Rate as at 15/12/2019
600	\$2,499.70	\$2,562.19	\$2,621.13
601	\$2,552.62	\$2,616.43	\$2,676.61
602	\$2,555.39	\$2,619.28	\$2,679.52
603	\$2,610.47	\$2,675.73	\$2,737.27
604	\$2,611.60	\$2,676.89	\$2,738.46
605	\$2,667.80	\$2,734.50	\$2,797.39
606	\$2,669.03	\$2,735.76	\$2,798.68
607	\$2,723.18	\$2,791.26	\$2,855.46
608	\$2,727.09	\$2,795.26	\$2,859.56
609	\$2,782.57	\$2,852.14	\$2,917.74
610	\$2,785.55	\$2,855.19	\$2,920.86
611	\$2,789.46	\$2,859.19	\$2,924.95
612	\$2,789.77	\$2,859.51	\$2,925.28
613	\$2,828.91	\$2,899.64	\$2,966.33
614	\$2,846.69	\$2,917.86	\$2,984.97
615	\$2,847.00	\$2,918.17	\$2,985.29
616	\$2,856.96	\$2,928.39	\$2,995.74
617	\$2,902.07	\$2,974.62	\$3,043.04
618	\$2,905.36	\$2,977.99	\$3,046.49
619	\$2,923.24	\$2,996.32	\$3,065.23
620	\$2,928.99	\$3,002.22	\$3,071.27
621	\$2,931.66	\$3,004.95	\$3,074.07
622	\$2,955.30	\$3,029.18	\$3,098.85
623	\$2,963.00	\$3,037.08	\$3,106.93
624	\$2,983.65	\$3,058.25	\$3,128.59
625	\$3,002.05	\$3,077.10	\$3,147.87
626	\$3,006.36	\$3,081.52	\$3,152.40
627	\$3,019.10	\$3,094.58	\$3,165.76
628	\$3,020.85	\$3,096.37	\$3,167.59
629	\$3,074.69	\$3,151.56	\$3,224.04
630	\$3,079.62	\$3,156.61	\$3,229.22
631	\$3,082.29	\$3,159.35	\$3,232.02
632	\$3,143.02	\$3,221.60	\$3,295.69
633	\$3,159.15	\$3,238.13	\$3,312.61
634	\$3,180.73	\$3,260.25	\$3,335.23
635	\$3,236.42	\$3,317.33	\$3,393.63
636	\$3,262.72	\$3,344.29	\$3,421.21
637	\$3,313.79	\$3,396.64	\$3,474.76
638	\$3,345.33	\$3,428.97	\$3,507.83

**Manager/Specialist Group - Defined Benefits Superannuation Rates**

 (All rates are inclusive of Superannuation)

Paypoint Numbering	Weekly Rate as at 15/12/2017	Weekly Rate as at 15/12/2018	Weekly Rate as at 15/12/2019
701	\$2,499.70	\$2,562.19	\$2,621.13
702	\$2,538.34	\$2,601.79	\$2,661.64
703	\$2,555.39	\$2,619.28	\$2,679.52
704	\$2,577.07	\$2,641.50	\$2,702.25
705	\$2,594.64	\$2,659.51	\$2,720.68
706	\$2,611.60	\$2,676.89	\$2,738.46
707	\$2,615.71	\$2,681.10	\$2,742.76
708	\$2,619.30	\$2,684.79	\$2,746.54
709	\$2,633.89	\$2,699.74	\$2,761.83
710	\$2,635.43	\$2,701.32	\$2,763.45
711	\$2,652.18	\$2,718.49	\$2,781.01
712	\$2,654.34	\$2,720.70	\$2,783.28
713	\$2,661.43	\$2,727.97	\$2,790.71
714	\$2,667.80	\$2,734.50	\$2,797.39
715	\$2,673.35	\$2,740.18	\$2,803.21
716	\$2,678.49	\$2,745.45	\$2,808.59
717	\$2,692.26	\$2,759.56	\$2,823.03
718	\$2,692.56	\$2,759.88	\$2,823.36
719	\$2,694.52	\$2,761.88	\$2,825.40
720	\$2,703.66	\$2,771.25	\$2,834.99
721	\$2,708.90	\$2,776.62	\$2,840.49
722	\$2,713.22	\$2,781.05	\$2,845.01
723	\$2,721.64	\$2,789.68	\$2,853.85
724	\$2,723.18	\$2,791.26	\$2,855.46
725	\$2,732.94	\$2,801.27	\$2,865.70
726	\$2,738.70	\$2,807.17	\$2,871.73
727	\$2,745.79	\$2,814.43	\$2,879.16
728	\$2,750.82	\$2,819.59	\$2,884.44
729	\$2,752.47	\$2,821.28	\$2,886.17
730	\$2,753.19	\$2,822.02	\$2,886.92
731	\$2,764.80	\$2,833.92	\$2,899.10
732	\$2,765.21	\$2,834.34	\$2,899.53
733	\$2,773.02	\$2,842.34	\$2,907.72
734	\$2,782.57	\$2,852.14	\$2,917.74
735	\$2,782.78	\$2,852.35	\$2,917.95
736	\$2,787.92	\$2,857.61	\$2,923.34
737	\$2,791.92	\$2,861.72	\$2,927.54
738	\$2,798.29	\$2,868.25	\$2,934.22
739	\$2,807.54	\$2,877.73	\$2,943.92
740	\$2,807.95	\$2,878.15	\$2,944.35
741	\$2,812.16	\$2,882.47	\$2,948.77
742	\$2,814.01	\$2,884.36	\$2,950.70
743	\$2,816.27	\$2,886.68	\$2,953.08

**Manager/Specialist Group - Defined Benefits Superannuation Rates**

 (All rates are inclusive of Superannuation)

Paypoint Numbering	Weekly Rate as at 15/12/2017	Weekly Rate as at 15/12/2018	Weekly Rate as at 15/12/2019
744	\$2,816.48	\$2,886.89	\$2,953.29
745	\$2,825.73	\$2,896.37	\$2,962.99
746	\$2,826.86	\$2,897.53	\$2,964.17
747	\$2,833.33	\$2,904.16	\$2,970.96
748	\$2,843.40	\$2,914.49	\$2,981.52
749	\$2,850.39	\$2,921.65	\$2,988.85
750	\$2,851.00	\$2,922.28	\$2,989.49
751	\$2,855.94	\$2,927.33	\$2,994.66
752	\$2,856.96	\$2,928.39	\$2,995.74
753	\$2,858.09	\$2,929.55	\$2,996.93
754	\$2,862.20	\$2,933.76	\$3,001.24
755	\$2,862.41	\$2,933.97	\$3,001.45
756	\$2,869.09	\$2,940.82	\$3,008.45
757	\$2,871.04	\$2,942.82	\$3,010.50
758	\$2,874.02	\$2,945.87	\$3,013.63
759	\$2,874.23	\$2,946.08	\$3,013.84
760	\$2,874.74	\$2,946.61	\$3,014.38
761	\$2,888.41	\$2,960.62	\$3,028.71
762	\$2,893.03	\$2,965.35	\$3,033.56
763	\$2,901.35	\$2,973.89	\$3,042.28
764	\$2,902.69	\$2,975.25	\$3,043.69
765	\$2,904.23	\$2,976.83	\$3,045.30
766	\$2,908.34	\$2,981.05	\$3,049.61
767	\$2,908.54	\$2,981.26	\$3,049.83
768	\$2,912.24	\$2,985.05	\$3,053.71
769	\$2,915.02	\$2,987.89	\$3,056.61
770	\$2,921.08	\$2,994.11	\$3,062.97
771	\$2,921.29	\$2,994.32	\$3,063.19
772	\$2,929.81	\$3,003.06	\$3,072.13
773	\$2,931.66	\$3,004.95	\$3,074.07
774	\$2,933.10	\$3,006.43	\$3,075.58
775	\$2,933.51	\$3,006.85	\$3,076.01
776	\$2,934.95	\$3,008.32	\$3,077.52
777	\$2,946.05	\$3,019.70	\$3,089.15
778	\$2,949.44	\$3,023.17	\$3,092.71
779	\$2,950.16	\$3,023.91	\$3,093.46
780	\$2,951.19	\$3,024.97	\$3,094.54
781	\$2,954.37	\$3,028.23	\$3,097.88
782	\$2,954.68	\$3,028.55	\$3,098.20
783	\$2,955.40	\$3,029.28	\$3,098.96
784	\$2,957.15	\$3,031.07	\$3,100.79
785	\$2,968.04	\$3,042.24	\$3,112.21
786	\$2,968.45	\$3,042.66	\$3,112.64

**Manager/Specialist Group - Defined Benefits Superannuation Rates**

(All rates are inclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
787	\$2,977.70	\$3,052.14	\$3,122.34
788	\$2,978.00	\$3,052.45	\$3,122.66
789	\$2,978.52	\$3,052.98	\$3,123.20
790	\$2,981.19	\$3,055.72	\$3,126.00
791	\$2,983.55	\$3,058.14	\$3,128.48
792	\$2,990.74	\$3,065.51	\$3,136.02
793	\$2,991.36	\$3,066.14	\$3,136.67
794	\$2,996.09	\$3,070.99	\$3,141.62
795	\$2,996.19	\$3,071.09	\$3,141.73
796	\$2,998.66	\$3,073.62	\$3,144.32
797	\$2,999.48	\$3,074.46	\$3,145.18
798	\$3,000.61	\$3,075.62	\$3,146.36
799	\$3,000.81	\$3,075.83	\$3,146.58
800	\$3,005.44	\$3,080.57	\$3,151.43
801	\$3,006.36	\$3,081.52	\$3,152.40
802	\$3,012.32	\$3,087.63	\$3,158.65
803	\$3,015.10	\$3,090.47	\$3,161.55
804	\$3,015.40	\$3,090.79	\$3,161.88
805	\$3,023.93	\$3,099.53	\$3,170.82
806	\$3,025.68	\$3,101.32	\$3,172.65
807	\$3,029.17	\$3,104.90	\$3,176.31
808	\$3,030.71	\$3,106.48	\$3,177.93
809	\$3,032.36	\$3,108.17	\$3,179.65
810	\$3,035.44	\$3,111.33	\$3,182.89
811	\$3,040.37	\$3,116.38	\$3,188.06
812	\$3,042.22	\$3,118.28	\$3,190.00
813	\$3,042.84	\$3,118.91	\$3,190.64
814	\$3,046.64	\$3,122.81	\$3,194.63
815	\$3,046.85	\$3,123.02	\$3,194.85
816	\$3,047.87	\$3,124.07	\$3,195.92
817	\$3,047.98	\$3,124.18	\$3,196.03
818	\$3,049.62	\$3,125.86	\$3,197.76
819	\$3,053.73	\$3,130.07	\$3,202.06
820	\$3,053.83	\$3,130.18	\$3,202.17
821	\$3,061.54	\$3,138.08	\$3,210.25
822	\$3,062.26	\$3,138.81	\$3,211.01
823	\$3,062.46	\$3,139.03	\$3,211.22
824	\$3,069.45	\$3,146.19	\$3,218.55
825	\$3,073.56	\$3,150.40	\$3,222.86
826	\$3,074.69	\$3,151.56	\$3,224.04
827	\$3,077.16	\$3,154.09	\$3,226.63
828	\$3,080.03	\$3,157.03	\$3,229.65
829	\$3,080.34	\$3,157.35	\$3,229.97

**Manager/Specialist Group - Defined Benefits Superannuation Rates**

 (All rates are inclusive of Superannuation)

Paypoint Numbering	Weekly Rate as at 15/12/2017	Weekly Rate as at 15/12/2018	Weekly Rate as at 15/12/2019
830	\$3,081.27	\$3,158.30	\$3,230.94
831	\$3,089.28	\$3,166.51	\$3,239.34
832	\$3,089.69	\$3,166.93	\$3,239.77
833	\$3,096.06	\$3,173.46	\$3,246.45
834	\$3,098.02	\$3,175.47	\$3,248.50
835	\$3,099.56	\$3,177.05	\$3,250.12
836	\$3,100.48	\$3,177.99	\$3,251.09
837	\$3,102.23	\$3,179.78	\$3,252.92
838	\$3,109.11	\$3,186.84	\$3,260.14
839	\$3,109.32	\$3,187.05	\$3,260.35
840	\$3,109.52	\$3,187.26	\$3,260.57
841	\$3,110.86	\$3,188.63	\$3,261.97
842	\$3,111.68	\$3,189.47	\$3,262.83
843	\$3,115.07	\$3,192.95	\$3,266.39
844	\$3,121.65	\$3,199.69	\$3,273.28
845	\$3,122.68	\$3,200.74	\$3,274.36
846	\$3,125.24	\$3,203.38	\$3,277.05
847	\$3,130.07	\$3,208.33	\$3,282.12
848	\$3,138.29	\$3,216.75	\$3,290.74
849	\$3,143.02	\$3,221.60	\$3,295.69
850	\$3,144.46	\$3,223.07	\$3,297.20
851	\$3,147.75	\$3,226.44	\$3,300.65
852	\$3,149.49	\$3,228.23	\$3,302.48
853	\$3,150.62	\$3,229.39	\$3,303.66
854	\$3,159.97	\$3,238.97	\$3,313.47
855	\$3,160.18	\$3,239.18	\$3,313.68
856	\$3,161.41	\$3,240.45	\$3,314.98
857	\$3,162.65	\$3,241.71	\$3,316.27
858	\$3,169.53	\$3,248.77	\$3,323.49
859	\$3,170.97	\$3,250.24	\$3,325.00
860	\$3,173.23	\$3,252.56	\$3,327.37
861	\$3,178.88	\$3,258.35	\$3,333.29
862	\$3,179.60	\$3,259.09	\$3,334.05
863	\$3,180.73	\$3,260.25	\$3,335.23
864	\$3,187.31	\$3,266.99	\$3,342.13
865	\$3,189.46	\$3,269.20	\$3,344.39
866	\$3,192.44	\$3,272.25	\$3,347.52
867	\$3,192.75	\$3,272.57	\$3,347.84
868	\$3,194.70	\$3,274.57	\$3,349.89
869	\$3,197.68	\$3,277.62	\$3,353.01
870	\$3,199.12	\$3,279.10	\$3,354.52
871	\$3,199.43	\$3,279.42	\$3,354.84
872	\$3,209.50	\$3,289.74	\$3,365.40

**Manager/Specialist Group - Defined Benefits Superannuation Rates**

(All rates are inclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
873	\$3,210.83	\$3,291.11	\$3,366.80
874	\$3,213.51	\$3,293.84	\$3,369.60
875	\$3,219.47	\$3,299.95	\$3,375.85
876	\$3,227.79	\$3,308.48	\$3,384.58
877	\$3,229.23	\$3,309.96	\$3,386.09
878	\$3,231.08	\$3,311.85	\$3,388.03
879	\$3,236.11	\$3,317.01	\$3,393.31
880	\$3,241.56	\$3,322.60	\$3,399.02
881	\$3,241.66	\$3,322.70	\$3,399.12
882	\$3,241.87	\$3,322.91	\$3,399.34
883	\$3,247.52	\$3,328.70	\$3,405.26
884	\$3,249.26	\$3,330.49	\$3,407.10
885	\$3,258.82	\$3,340.29	\$3,417.12
886	\$3,261.80	\$3,343.34	\$3,420.24
887	\$3,262.72	\$3,344.29	\$3,421.21
888	\$3,264.37	\$3,345.98	\$3,422.93
889	\$3,267.04	\$3,348.71	\$3,425.74
890	\$3,267.45	\$3,349.14	\$3,426.17
891	\$3,278.86	\$3,360.83	\$3,438.13
892	\$3,280.81	\$3,362.83	\$3,440.17
893	\$3,290.98	\$3,373.25	\$3,450.84
894	\$3,293.86	\$3,376.20	\$3,453.86
895	\$3,297.56	\$3,379.99	\$3,457.73
896	\$3,299.20	\$3,381.68	\$3,459.46
897	\$3,312.56	\$3,395.37	\$3,473.46
898	\$3,313.89	\$3,396.74	\$3,474.87
899	\$3,315.33	\$3,398.21	\$3,476.37
900	\$3,315.85	\$3,398.74	\$3,476.91
901	\$3,320.88	\$3,403.90	\$3,482.19
902	\$3,330.74	\$3,414.01	\$3,492.53
903	\$3,339.89	\$3,423.39	\$3,502.12
904	\$3,345.33	\$3,428.97	\$3,507.83
905	\$3,345.44	\$3,429.07	\$3,507.94
906	\$3,346.05	\$3,429.71	\$3,508.59
907	\$3,363.52	\$3,447.61	\$3,526.90
908	\$3,365.27	\$3,449.40	\$3,528.74
909	\$3,366.30	\$3,450.45	\$3,529.81
910	\$3,374.41	\$3,458.77	\$3,538.32
911	\$3,381.19	\$3,465.72	\$3,545.44
912	\$3,388.90	\$3,473.62	\$3,553.52
913	\$3,398.15	\$3,483.10	\$3,563.21
914	\$3,398.35	\$3,483.31	\$3,563.43
915	\$3,400.20	\$3,485.21	\$3,565.37

**Manager/Specialist Group - Defined Benefits Superannuation Rates**

(All rates are inclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
916	\$3,416.85	\$3,502.27	\$3,582.82
917	\$3,427.84	\$3,513.54	\$3,594.35
918	\$3,431.13	\$3,516.91	\$3,597.80
919	\$3,450.45	\$3,536.71	\$3,618.05
920	\$3,451.06	\$3,537.34	\$3,618.70
921	\$3,454.97	\$3,541.34	\$3,622.79
922	\$3,468.22	\$3,554.93	\$3,636.69
923	\$3,481.38	\$3,568.41	\$3,650.48
924	\$3,504.19	\$3,591.79	\$3,674.40
925	\$3,509.63	\$3,597.37	\$3,680.11
926	\$3,519.60	\$3,607.59	\$3,690.56
927	\$3,534.81	\$3,623.18	\$3,706.51
928	\$3,556.79	\$3,645.71	\$3,729.57
929	\$3,564.50	\$3,653.61	\$3,737.65
930	\$3,609.92	\$3,700.16	\$3,785.27
931	\$3,619.27	\$3,709.75	\$3,795.07

**Present Occupant Only Group**

(All rates are exclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
1000	\$1,172.38	\$1,201.69	\$1,229.33
1001	\$1,188.71	\$1,218.43	\$1,246.46
1002	\$1,220.05	\$1,250.55	\$1,279.32
1003	\$1,243.48	\$1,274.57	\$1,303.88
1004	\$1,263.00	\$1,294.58	\$1,324.35
1005	\$1,268.55	\$1,300.27	\$1,330.17
1006	\$1,282.11	\$1,314.17	\$1,344.39
1007	\$1,287.25	\$1,319.43	\$1,349.78
1008	\$1,299.89	\$1,332.39	\$1,363.03
1009	\$1,318.69	\$1,351.66	\$1,382.75
1010	\$1,330.41	\$1,363.67	\$1,395.03
1011	\$1,352.29	\$1,386.10	\$1,417.98
1012	\$1,378.08	\$1,412.54	\$1,445.02
1013	\$1,384.04	\$1,418.64	\$1,451.27
1014	\$1,386.30	\$1,420.96	\$1,453.64
1015	\$1,399.97	\$1,434.97	\$1,467.97
1016	\$1,406.65	\$1,441.81	\$1,474.98
1017	\$1,438.50	\$1,474.46	\$1,508.38
1018	\$1,439.84	\$1,475.83	\$1,509.78
1019	\$1,477.75	\$1,514.69	\$1,549.53
1020	\$1,526.76	\$1,564.93	\$1,600.92
1021	\$1,607.11	\$1,647.29	\$1,685.18
1022	\$1,623.35	\$1,663.93	\$1,702.20
1023	\$1,639.07	\$1,680.04	\$1,718.69
1024	\$1,649.86	\$1,691.10	\$1,730.00
1025	\$1,673.18	\$1,715.01	\$1,754.46
1026	\$1,706.57	\$1,749.24	\$1,789.47
1027	\$1,733.50	\$1,776.83	\$1,817.70
1028	\$1,749.83	\$1,793.58	\$1,834.83
1029	\$1,750.04	\$1,793.79	\$1,835.05
1030	\$1,774.70	\$1,819.07	\$1,860.90
1031	\$1,793.91	\$1,838.76	\$1,881.05
1032	\$1,875.29	\$1,922.17	\$1,966.38
1033	\$1,878.17	\$1,925.12	\$1,969.40
1034	\$1,878.37	\$1,925.33	\$1,969.61
1035	\$1,884.02	\$1,931.12	\$1,975.54
1036	\$1,912.28	\$1,960.09	\$2,005.17
1037	\$1,912.38	\$1,960.19	\$2,005.28
1038	\$1,922.76	\$1,970.83	\$2,016.16
1039	\$1,922.97	\$1,971.04	\$2,016.37
1040	\$1,956.05	\$2,004.95	\$2,051.07
1041	\$1,994.48	\$2,044.34	\$2,091.36
1042	\$2,002.80	\$2,052.87	\$2,100.09

**Present Occupant Only Group**

(All rates are exclusive of Superannuation)

<b>Paypoint Numbering</b>	<b>Weekly Rate as at 15/12/2017</b>	<b>Weekly Rate as at 15/12/2018</b>	<b>Weekly Rate as at 15/12/2019</b>
1043	\$2,018.52	\$2,068.99	\$2,116.57
1044	\$2,029.72	\$2,080.47	\$2,128.32
1045	\$2,040.62	\$2,091.63	\$2,139.74
1046	\$2,080.48	\$2,132.49	\$2,181.54
1047	\$2,111.62	\$2,164.41	\$2,214.19
1048	\$2,112.33	\$2,165.14	\$2,214.94
1049	\$2,126.82	\$2,179.99	\$2,230.13
1050	\$2,130.32	\$2,183.57	\$2,233.80
1051	\$2,153.64	\$2,207.48	\$2,258.25
1052	\$2,175.01	\$2,229.39	\$2,280.66
1053	\$2,177.07	\$2,231.49	\$2,282.82
1054	\$2,183.03	\$2,237.60	\$2,289.07
1055	\$2,200.80	\$2,255.82	\$2,307.71
1056	\$2,213.85	\$2,269.20	\$2,321.39
1057	\$2,277.25	\$2,334.18	\$2,387.87
1058	\$2,331.19	\$2,389.47	\$2,444.43
1059	\$2,331.40	\$2,389.68	\$2,444.65
1060	\$2,371.47	\$2,430.76	\$2,486.66
1061	\$2,422.13	\$2,482.68	\$2,539.78
1062	\$2,459.84	\$2,521.33	\$2,579.32
1063	\$2,523.54	\$2,586.63	\$2,646.12

## APPENDIX B - ALLOWANCES

Increases to allowances will be effective from the first full pay period on or after date indicated in the allowance tables.

### 1. Allowances that are Paid for All Purposes

ALLOWANCE	15 Dec 2017	15 Dec 2018	15 Dec 2019
<b>1.1 Electrical Safety Rules Allowance</b>			
1.1.1 100% rate (Electrical Tradesperson)	\$123.30	\$126.38	\$129.29
1.1.2 80% rate (Other Tradespersons)	\$98.64	\$101.11	\$103.43
1.1.3 60% rate (Electricity Worker or Equivalent)	\$73.98	\$75.83	\$77.57
<b>1.2 Electrician's Licence Allowance</b>			
1.2.1 Electrician's Licence Allowance (ELA)	\$33.70	\$34.54	\$35.34
<b>1.3 Switching Allowance</b>			
1.3.1 Allowance Level 1	\$20.40	\$20.91	\$21.39
1.3.2 Allowance Level 2	\$6.68	\$6.85	\$7.00
1.3.3 Allowance Level 3	\$13.63	\$13.98	\$14.30
1.3.4 Allowance Level 4	\$13.63	\$13.98	\$14.30

### 2. Provisions Relating to Allowances that are Paid for All Purposes

#### 2.1 Electrical Safety Rules Allowance (ESRA)

2.1.1 The Electrical Safety Rules Allowance at 1.1 is paid to employees who have passed a test of their knowledge of the rules and who are required to work, supervise or direct work in accordance with those rules. Employees will be required to undergo and pass periodic refresher training.

2.1.2 ESRA is paid in recognition of:

- a) Drug and Alcohol testing,
- b) Tightening of responsibilities, and
- c) Signing on to worksite hazard and risk assessment form (WHRA).

2.1.3 ESRA is payable to apprentice electricians from the date they pass the Electrical Safety Rules Test.

2.1.4 The Electrical Safety Rules Allowance policy sets out the conditions and rules of payment for ESRA.

#### 2.2 Electrician's Licence Allowance

2.2.1 Consistent with the outcome of FWC matter C2014/1137 some employees are eligible to receive the Electrician's Licence Allowances.

2.2.2 Employees that have been notified in writing that they are a Tier 1 (grandfathered employee) for the purposes of ELA, and who are not entitled to ELA pursuant to the

decision of the Fair Work Commission will continue to receive the allowance at 1.2.1 whilst they remain in their current position only.

**2.3 Switching Allowance**

- 2.3.1 The activity of operating or switching the network (not including control room) is undertaken by a number of roles within Endeavour Energy.
- 2.3.2 Regional or Work Party Switching is the term used to describe switching undertaken by work crews, where the switching is an addition to their ordinary role and is for their worksite only.
- 2.3.3 Switching Allowances are not payable to employees for whom switching is a core requirement of their role. This includes District Operators, DOITs and EMSOs. EMSO's may, however, be paid Allowance Level 4 where they are authorised and required to undertake that level of switching.
- 2.3.4 Employees who hold the required authorisation and undertake Regional or Work Party Switching, must carry out switching in accordance with the relevant policy or procedure, and will be paid the relevant switching allowance at 1.3.
- 2.3.5 The level of allowance payable depends on the authorisation(s) held by the employee. The employee must hold at least one of the required authorisations for the relevant level of allowance to receive the allowance. Whilst employees may hold multiple authorisations the allowance is not paid multiple times where the allowances are paid at the same level. For example an employee holding TM and DN1OH will only be paid the amount at allowance level 1, they won't be paid multiple amounts of allowance level 1. See the table at 2.3.7 below.
- 2.3.6 The green colour shaded below indicates which allowance amounts are payable for the switching authorisation combinations held by regional or work party switchers:

Level Payable	TM and/or TS1A and/or DN1OH	Authorisations Held			DN2+TM and/or TS2 and/or DN3
		TS2A and/or DN1UG	TS1 and/or DN2 and/or DN1+TM	TS1 +TS2A and/or DN2 +DN1UG	
Level 1					
Level 2					
Level 3					
Level 4					

### 3. Allowances that are Not Paid for All Purposes

ALLOWANCE	15 Dec 2017	15 Dec 2018	15 Dec 2019
<b>3.1 On Call / Stand by Allowance</b>			
3.1.1 Paid per week on the on call roster (payable on a proportionate basis according to the roster cycle); OR	\$211.41	\$216.69	\$221.68
3.1.2 Paid per day on the on call roster	\$30.21	\$30.96	\$31.68
<b>3.2 First Aid Allowance</b>			
3.2.1 Weekly first aid allowance	\$22.16	\$22.72	\$23.24
<b>3.3 Start and/or Finish Onsite Allowance</b>			
3.3.1 Employee driving their own vehicle	\$25.79	\$26.44	\$27.04
3.3.2 Employee driving an Endeavour Energy vehicle or travelling as a passenger in another vehicle	\$16.41	\$16.82	\$17.21
<b>3.4 Transfer of Depot or Office</b>			
3.4.1 Transfer of Depot/Office – paid per kilometre.	\$1.11	\$1.14	\$1.16
<b>3.5 Aircraft Allowance</b>			
3.5.1 Paid per day whilst performing line patrols by helicopter.	\$22.25	\$22.80	\$23.33

### 4. Provisions Relating To Allowances That Are Not Paid For All Purposes

#### 4.1 On Call / Stand by Allowance

4.1.1 Paid whilst an employee is rostered on the standby roster in accordance with clause 14 of the Agreement

#### 4.2 First Aid Allowance

4.2.1 The First Aid Allowance is paid to employees who have been nominated to be a first aider.

4.2.2 First aiders must hold the appropriate qualification. Endeavour Energy will pay for first aid training conducted during work hours for nominated first aid officers.

#### 4.3 Start and/or Finish Onsite Allowance (SAOFOS)

4.3.1 Where an employee, who is not in an excluded position, is required by Endeavour Energy, based on business need, to start and/or finish on the job site, in the course of their normal position they will receive SAOFOS Allowance.

4.3.2 SAOFOS is not payable to employees in roles that are inherently mobile by nature, for example this includes, but is not limited to roles such as OLI/GLI inspectors, EMSOs, DOs, DOITs, Street lighting employees, Installation Inspectors, Patrol Officers and Tree Management Officers.

- 4.3.3 SAOFOS is not payable to employees on any of the workplace arrangements in Appendixes E to J.
- 4.3.4 An employee can be required to start and/or finish on the worksite, up to 40kms from the employees usual depot.
- 4.3.5 Where an employee is required to start and/or finish on the job site at their normal start and/or finish time and this is in excess of 40kms from their usual depot, this will be deemed excess travel and a per day rate or other suitable arrangement will be agreed through the consultative process.
- 4.3.6 SAOFOS can be paid on a daily or weekly basis. The rate payable depends if the employee is driving or travelling in their own car or an Endeavour Energy vehicle.
- 4.3.7 Endeavour Energy will reasonably consider concerns raised by an employee about starting and/or finishing onsite. Employees may refer concerns about SAOFOS to the Disputes clause of the Agreement.

**4.4 *Transfer of Depot or Office***

- 4.4.1 The transfer of Depot/Office Allowance in 3.3 is paid where an employee is required to start work, on a permanent or temporary basis, at a different depot or office to where they would usually start work.
- 4.4.2 For the avoidance of doubt, this allowance should not be paid to avoid the application of the Start and or Finish on Site allowance (SAOFOS).
- 4.4.3 The allowance is payable for the excess kilometres that an employee is required to travel for a maximum period of 6 months.
- 4.4.4 Where an employee uses their own private vehicle to travel the excess kilometres they will receive Casual Car allowance as set out in clause 5.3 in addition to the transfer of depot/office allowance.
- 4.4.5 A negotiated alternative arrangement may be agreed between the employee and Endeavour Energy in lieu of the payment of Transfer of Depot/Office Allowance.
- 4.4.6 The Allowance is not payable where the employee requests to change locations or where the employee successfully applies for a position at a different depot or location.

**4.5 *Aircraft Allowance***

- 4.5.1 The allowance in 3.5 is paid where an employee performs line patrols by helicopter.

**5. Allowances That Are Adjusted Differently**

ALLOWANCE	AMOUNT	METHOD OF ADJUSTMENT
<p><b>5.1 Meal Allowance</b>                      5.1.1 Paid in accordance with clause 13.2.2 to a maximum of 3 meals</p>	<p>\$15.45 Per meal</p>	<p>Adjusted in line with the meal allowance in the Electrical Power Industry Award 2010</p>
<p><b>5.2 Subsistence Allowances</b>                      5.2.1 Paid where an employee is required to stay overnight for work purposes away from their usual residence.                      5.2.2 The overnight stay must be authorised by the employee's manager                      5.2.3 Generally payable where the employee is required to work two or more hours, or more than 100kms away.                      5.2.4 Overnight stays may be required when working at a closer proximity for reasons of fatigue.</p>	<p>\$20.19 Lunch                      \$32.94 Dinner                      \$35.09 Overnight Stay                      Or negotiated alternative amount not less than the above rates</p>	<p>At the time of any adjustment to the Meal Allowance, the allowances for lunch, dinner and an overnight stay will be adjusted by the percentage movement in the applicable index figure in the Domestic Holiday and Accommodation sub group of CPI that is most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.</p>
<p><b>5.3 Casual Car Allowance</b>                      5.3.1 Paid where an employee is required to use their own private vehicle for work related travel.</p>	<p>\$0.66 cents per km</p>	<p>Adjusted in accordance with Australian Tax Office guidelines.</p>

## APPENDIX C – PRESERVED BENEFITS FOR SOME EMPLOYEES

### 1. Experience/Maturing Allowance

#### 1.1 *Eligibility and Entitlement*

1.1.1 Employees employed continuously with Endeavour Energy since prior to 27 July 1996 are entitled to Maturing Allowance.

a) The period of continuous employment with Endeavour Energy includes service with Endeavour Energy, Integral Energy, Illawarra Electricity, Prospect Electricity and the County Councils which were amalgamated into Prospect County Council and Illawarra County Council on 1 January 1980.

b) The period of continuous employment shall not go further back than the date of formation of Prospect County Council (1 January 1957) or Illawarra County Council (1 March 1958).

1.1.2 An employee is entitled to 2 weeks per completed year of service, which accrues progressively over time and is paid out at the employee's ordinary rate of pay in their substantive role.

#### 1.2 *Payment on Termination of Employment*

1.2.1 An employee's accrued maturing allowance will be automatically paid out in the following circumstances:

a) Where an employee retires and they are aged 55 years or older; or

b) Where the employee is medically retired; or

c) Where the employee dies whilst in the employment of Endeavour Energy; or

d) Where the employee's employment ceases for reasons of redundancy.

#### 1.3 *Election to Cash Out of Maturing Allowance Scheme*

1.3.1 An employee may elect to cash out their accrued maturing allowance balance at any time. Where an employee elects to cash out their experience/maturing allowance they are permanently opting out of the experience/maturing allowance system. This means:

a) that the value of the employee's balance will be fixed in monetary terms from the date of their first cash out; and

b) All future accruals of Maturing Allowance will cease.

1.3.2 An employee who elects to cash out their maturing allowance may spread their cashing out over up to 5 successive financial years, with one payment per financial year. The amount to be cashed out must be spread equally across the cashing out period(s).

## 2. Agreement Special Leave

- 2.1.1 Continuous employees of the former Illawarra Electricity, who were entitled to this leave immediately prior to 27 July 1996 only, are entitled to continue to accrue 4 days of Special Leave per year whilst they work where their entitlement to the leave has not previously been paid out.
- 2.1.2 Where an employee moves onto Appendix F, G or H and they are still accruing Agreement Special Leave the employee will receive a payment of \$3,000 in lieu of any future accruals of the leave.
- 2.1.3 Where an employee works shiftwork at the time of taking Agreement Special Leave, such leave when taken will be paid at the ordinary rate for all ordinary rostered shifts occurring during such period of leave.
- 2.1.4 If Agreement Special Leave is paid out during the course of employment or on termination then the accrued leave will be paid out at the employee's ordinary rate of pay.

## 3. Pre 93 Sick Leave

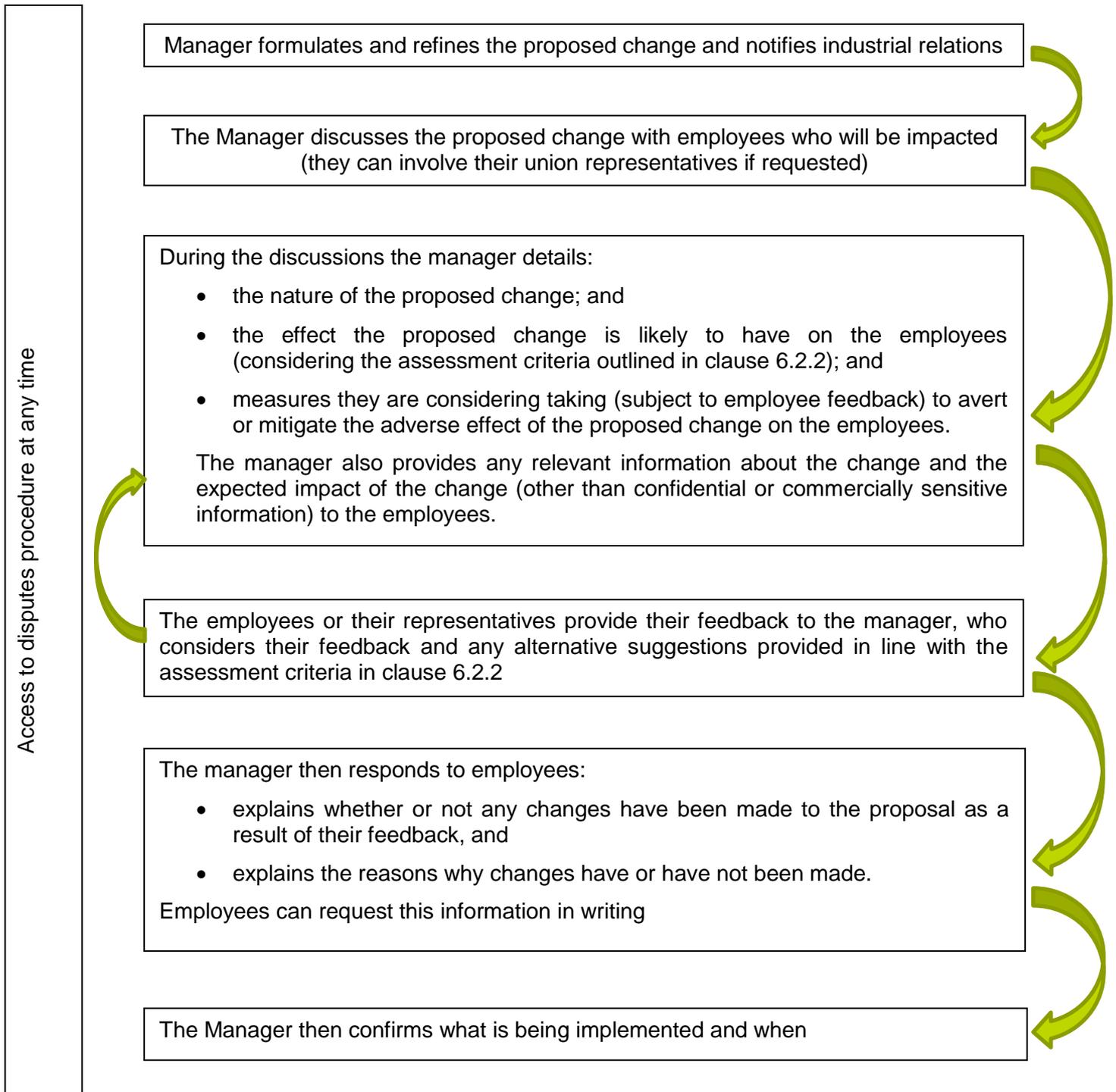
- 3.1.1 Employees who had preserved untaken sick leave as at 15 February 1993 are entitled to have it paid out:
- a) On resignation, retirement, redundancy or death; or
  - b) On request and approval of the relevant General Manager
- 3.1.2 An employee who is dismissed for misconduct is not eligible to receive payment for any Pre 93 sick leave.

## APPENDIX D – CONSULTATION PROCESS

The following set out the processes for consultation depending on the impact of the proposed change. In the event that a different process may be required Endeavour Energy will consult with the impacted employees and their representatives about the proposed change to the consultation process.

### 1. Local level Change

- Small group(s) of employees directly impacted (i.e. team based change)



**2. Mid-level change**

- Branch, Division or Depot change

Management formulates and refines the initial proposal

Employees, who are likely to be impacted by the change, and their representatives, are advised of the proposed change. It may be agreed that a representative committee be formed to address the proposal and if appropriate suggest changes or develop an alternative proposal

The proposal is discussed with the effected employees and their representatives. Management details:

- the nature of the change; and
- the effect the change is likely to have on the employees (considering the assessment criteria outlined in clause 6.2.2); and
- measures they are considering taking (subject to employee feedback) to avert or mitigate the adverse effect of the change on the employees; and

Provides:

- all relevant information about the nature of the change and its expected effect on employees (other than confidential or commercially sensitive information); and
- information about any other matters likely to affect the employees.

Employees and their representatives consider the change proposed and the information supplied and provide feedback to management about the proposed change. They may request additional relevant information. The feedback provided by employees may include alternative proposals.

Management considers the feedback in line with the assessment criteria in clause 6.2.2 and responds to employees and their representatives and explains whether or not any changes have been made to the initial proposal, as a result of the consultation with them and explains the reasons why changes have or have not been made to the initial proposal. This information will be provided in writing.

Multiple meetings may be required to adequately discuss and provide feedback on the proposed change.

Confirmation is provided by Management of what is being implemented and the relevant timeframes for implementation to the consultative body and employees who are impacted

Access to disputes procedure at any time

### 3. Large Change

- Affects significant number of employees impacted (Company wide, Divisional wide or across multiple depots).

Management formulates and refines the initial proposal

Employee representatives are given a heads up about the proposed change

Employees who are likely to be impacted and their representatives are advised of the proposed change (i.e. via a meeting, email or employee update, team brief etc)

The proposal is referred to a consultative body (Peak Consultative Committee or Contract Consultative Committee or other appropriate group) in line with clause 5.2.

The proposal is discussed at the consultative body. During these discussions management detail:

- the nature of the change; and
- the effect the change is likely to have on the employees (considering the assessment criteria outlined in clause 6.2.2); and
- measures they are considering taking (subject to employee feedback) to avert or mitigate the adverse effect of the change on the employees; and

Provides:

- all relevant information about the change and its expected effect on employees (other than confidential or commercially sensitive information) including the nature of the change proposed; and
- information about any other matters likely to affect the employees.

Employees and their representatives consider the change proposed and the information supplied and provide feedback to management about the proposed change. They may request additional relevant information. The feedback provided by employees may include alternative proposals.

Management considers the feedback in line with the assessment criteria in clause 6.2.2 and responds to employees and their representatives and explains whether or not any changes have been made to the initial proposal, as a result of the consultation with them and explains the reasons why changes have or have not been made to the initial proposal. This information will be provided in writing.

Multiple meetings may be required to adequately discuss and provide feedback on the proposed change.

Confirmation is provided by Management of what is being implemented and the relevant timeframes for implementation to the consultative body and employees who are impacted

Further consultation may then be required at the local level about how the proposed change is to be implemented locally

Access to disputes procedure at any time

# PREAMBLE: ARRANGEMENTS FOR CERTAIN CLASSIFICATIONS

## 1. Appendices

- 1.1.1 Appendices E to L of this Agreement set out certain terms and conditions applicable for the following classifications (as defined in the relevant appendix):
- a) Endeavour Energy Network Shiftwork Employees (Appendix E)
  - b) Supervisory Employees (Appendix F);
  - c) Endeavour Energy Officers (Appendix G)
  - d) Street Light Maintenance (Appendix H);
  - e) Manager / Specialists (Appendix I);
  - f) Transition Contract Employees (Appendix J);
  - g) Present Occupant Only employees (Appendix L)
- 1.1.2 The Appendices are incorporated into this Agreement but apply only to the relevant employees, as specified in each Appendix.
- 1.1.3 The provisions of each Appendix apply to the relevant employees to the extent that they are inconsistent with the Agreement. For example, if an Appendix provides for different ordinary hours of work or penalty rates than that provided for in the Agreement, the provisions of the Appendix apply for those employees.
- 1.1.4 If a term of the Agreement is not dealt with in an Appendix, the term of the Agreement applies. For the avoidance of doubt, clauses 4 (Consultation and Communication) and 34 (Disputes) of the Agreement apply to all employees covered by the Appendices.

# APPENDIX E: ENDEAVOUR ENERGY NETWORK SHIFTWORK EMPLOYEES

## 1. Application

1.1.1 The provisions in this Appendix only apply to Network Shiftwork Employees and Contact Centre Shiftwork employees.

a) Network Shiftwork Employees are employees employed in the classification of Senior System Operator, System Operator, District Operator, District Operator in Training, Emergency Service Officer and Emergency Service Despatch Officer and other classifications by agreement.

b) Contact Centre Shiftwork employees are employees who work shift work in the Customer Contact Centre (or future variations of such) at Endeavour Energy.

1.1.2 The provisions of this Appendix apply to Network Shiftwork and Contact Centre Shiftwork Employees to the extent of any inconsistency with any other provision of the Agreement. For the avoidance of doubt, clauses 5 (Consultation), 6 (Work Practice Change) and 34 (Disputes) of the Agreement apply to Network Shiftwork Employees under this Appendix. Clauses 13.2, 14 and 15 do not apply to employees under this Appendix.

## 2. Shift Allowance

### 2.1 Shift Allowance

2.1.1 Network Shiftwork and Contact Centre Shiftwork Employees who are working regular rostered rotating shift work shall be paid the following shift allowances for all ordinary shifts worked.

Shift Allowance	15 Dec 2017	15 Dec 2018	15 Dec 2019
Afternoon Shift (A shift finishing between 1800 and 2400)	\$46.83 per shift	\$48.00 per shift	\$49.11 per shift
Night Shift (A shift finishing between 2400 and 0800)	\$51.73 per shift	\$53.03 per shift	\$54.25 per shift
Early Morning (Day) Shift - For Network Shiftwork employees this is a shift finishing between 0800 and 1800 - For Contact Centre Shiftwork employees this is a shift commencing between 0500 and 0630 hours	\$23.41 per shift	\$23.99 per shift	\$24.54 per shift

2.1.2 The shift allowance will increase in line with future wage increases in accordance with clause 8.1.2 of the Agreement. These increases have been incorporated into the rates above and are payable from the first full pay period, on or after the dates indicated.

2.1.3 Shift Allowance will be paid if 50% or more of the shift is worked.

- 2.1.4 For Network Shiftwork employees the shift allowances are based on 8 hour ordinary shifts. Where ordinary shifts of duration other than 8 hours are used, then the applicable shift penalties will be adjusted to ensure a comparable shift penalty is paid over a roster cycle.
- 2.1.5 For Contact Centre Shiftwork employees the shift allowances are based on 7.75 hour ordinary shifts. Where ordinary shifts of duration other than 7.75 hours are used, then the applicable shift allowances will be adjusted to ensure a comparable shift penalty is paid over a roster cycle (Adjusted Shift Allowance).
  - a) For example where a 5 hour shift is used the Adjusted Shift Allowance Rate is calculated by dividing the 7.75 hour Shift Allowance by 7.75 and multiplying it by 5. i.e.  $\$46.83/7.75 \times 5 = \$30.21$ .

**2.2 Grandfathered Shift Allowance for Part Time Contact Centre Shiftwork employees**

- 2.2.1 Contact Centre Shiftwork Employees employed on a part time basis at the Operative Date of the Agreement will continue to receive the Grandfathered Shift Allowance until such time as the Adjusted Shift Allowance Rate applicable to their shift is greater than the Grandfathered Shift Allowance.

<b>Grandfathered Shift Allowance for Part Time Contact Centre Shiftwork Employees</b>	<b>Grandfathered Shift Allowance</b>
Afternoon Shift	\$42.54 per shift
Night Shift	\$47.00 per shift
Early Morning Shift	\$21.28 per shift

**3. Hours of work**

**3.1 Network Shiftwork Employees**

- 3.1.1 Ordinary hours of work for Network Shiftwork Employees will be not less than the average of 36 hours per week, Saturday to Friday, averaged over the roster cycle. An ordinary shift is the hours of work for a day as defined within the roster.
- 3.1.2 Shift hours will be worked over 7 days with up to 24 hour coverage.
- 3.1.3 A Network Shiftwork employee may not work more than 16 continuous hours including meal breaks (Travel time will be included in the 16 continuous hours calculation for District Operators, District Operators in Training and Emergency Service Officers only).

**3.2 Contact Centre Shiftwork Employees**

- 3.2.1 Ordinary hours of work for Contact Centre Shiftwork Employees will be not less than the average of 35 hours per week, Saturday to Friday, in any agreed work cycle
- 3.2.2 Shift hours will be worked over 5, 6 or 7 days with up to 24 hours coverage (normally 0600 to 2300 hours).
- 3.2.3 A stand by roster will be established and staff given the option to participate in this roster. The stand-by roster:
  - a) will apply during the storm season period from September to February each year;
  - b) Will require stand by for the week period Monday to Sunday inclusive;
  - c) Will at a minimum include one employee from either Springhill or Huntingwood.

3.2.4 Additional employees may be rostered on standby to meet anticipated operational requirement, for such weeks and / or individual days as determined by Endeavour Energy.

**4. General provisions applicable to Network Shiftwork and Contact Centre Shiftwork Employees**

4.1.1 An Employee's roster will be comprised of ordinary rostered shifts and rostered days off.

4.1.2 Where Saturday forms part of an Employee's ordinary hours of work, all hours worked on Saturday will be paid at time and half.

4.1.3 Where Sunday forms part of an Employee's ordinary hours of work, all hours worked will be paid at double time.

4.1.4 Where a Public Holiday forms part of an Employee's ordinary hours of work, all ordinary hours worked will be paid at double time with one day added to leave in lieu, as incurred. The Employee may choose to have the additional day paid out at the ordinary rate. (Note: leave in lieu must be managed in accordance with clause 8.3 of this Appendix – Management of Leave in Lieu).

4.1.5 When rostered off on a public holiday, the employee will receive a day's pay or a day in lieu, as per the employee's option. (Note: leave in lieu must be managed in accordance with clause 8.3 of this Appendix – Management of Leave in Lieu).

4.1.6 A shift is said to be on a Saturday, Sunday or public holiday if the majority of the shift worked is on that day.

**4.2 Stand Down**

4.2.1 Where an employee is directed not to work a normal rostered shift on a Public Holiday they shall be paid for the rostered shift at their ordinary rate plus shift penalty.

**4.3 Change of Shifts within the Roster**

4.3.1 The Employer shall notify the employee of a change of shift no less than 48 hours prior to the commencement of the change. Should this notice period not be maintained, the employee shall be paid at double time for the normal hours of the shift.

4.3.2 Employees may arrange mutually beneficial "shift changes" within the roster at no cost to the organisation. Work Health and Safety considerations must be taken into account in circumstances involving a mutually beneficial "shift change". The organisation may reject such shift changes if they breach Work Health and Safety considerations, for example local fatigue management plans.

4.3.3 Network Shiftwork employees who are requested to perform projects will be paid as per the employees' roster during that period at the discretion of the Line Manager.

**4.4 Alteration to Shift Coverage**

4.4.1 Coverage requirements will be established by Endeavour Energy. Where there are changes to coverage, management will consult with employees in accordance with clause 5 of the Agreement. Roster cycles will be agreed between management and employees affected by the proposed change with regard to Work Health and Safety and organisational needs.

4.4.2 Endeavour Energy and the employee agree that flexible arrangements form an integral part of the day-to-day work. Examples of such flexibility include mutual shift changes between employees, early release time to account for exceptional personal commitments, hand over time between shifts. Such arrangements are at the discretion and management of the employees involved in the sections covered by this arrangement, based on their mutual benefit to the individual and the organisation.

Nothing in this sub-clause affects an employee's rights under section 65 of the Act in relation to requests for flexible working arrangements.

- 4.4.3 Where an employee / Endeavour Energy desires to change the patterns of work hours to meet the needs of the business, the consultative process outlined in clause 5 and 6 of the Agreement will be used. Coverage requirements will be established by Endeavour Energy. Where there are changes to coverage, management will consult with employees. Roster cycles will be agreed between management and employee's affected by the proposed change with regard to Work Health and Safety and organisational needs.

**5. Overtime**

**5.1 General Overtime**

- 5.1.1 All hours worked on overtime will be paid at the appropriate overtime rate excluding shift penalty.

OVERTIME SITUATION	PENALTY APPLICABLE
<b>Monday to Saturday (Morning) – where not part of ordinary hours of work</b>	First 2 hours at time and one half Additional hours at double time
<b>Saturday (Afternoon) - where not part of ordinary hours of work</b>	All hours at double time
<b>Sunday – where not part of ordinary hours of work</b>	All hours at double time
<b>Public Holidays continuous with a rostered shift.</b>	All hours at double time and one half
<b>Public Holidays (falling on rostered day off)</b>	Double time for periods up to 8 hours. Double time and one half for periods beyond 8 hours
<b>Overtime extending after midnight into a Public Holiday</b>	Double time and one half from midnight for the hours worked on the Public Holiday
<b>Overtime extending beyond midnight on the Public Holiday</b>	Overtime extending beyond midnight on the Public Holiday will be paid at double time and one half up until the overtime ceases
<b>Rostered Day Off</b>	Double time for all overtime worked
<b>Pre-arranged Overtime that is not continuous with the normal shift</b>	Appropriate overtime rate for actual hours worked  (Pre-arranged overtime is defined as overtime organised with 48 hours or more notice)

<b>Continuous overtime – both before and after the ordinary rostered shift (not including public holidays)</b>	Overtime hours worked are added together to determine when double time is payable. Appropriate overtime rate for actual hours worked
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**5.2 Call Outs**

- 5.2.1 A call out is where an employee is recalled to duty for overtime that is:
  - a) not continuous with their normal rostered shift
  - b) one (1) hour or more following the completion of the employee’s rostered shift
  - c) more than two (2) hours prior to the employee’s usual commencing time
  - d) is not pre-arranged on the day or days prior to the overtime.
- 5.2.2 Where a call out occurs the employee shall be paid for a minimum of 4 hours at the appropriate overtime rate.

**6. Meal and Rest Breaks**

**6.1 Meal Breaks – Network Shiftwork**

- 6.1.1 Employees working a shift of 8 hours or more will receive a 20 minute paid meal break taken as part of the shift at a time to meet work needs.
- 6.1.2 Employees working overtime will receive meal and rest breaks in accordance with clause 13.2.2 of the Agreement.
- 6.1.3 Employees undertaking pre planned overtime will be paid their overtime travel in accordance with clause 13.2.1(h).

**6.2 Meal Breaks – Contact Centre**

- 6.2.1 Employees working a shift that is 5 hours or longer will receive a 15 minute paid break.
- 6.2.2 Employees working a shift that is 7 hours or longer will receive an additional 20 minute paid break.
- 6.2.3 Where an employee is directed by their manager to work through their meal break they will be paid at the rate of time and one half until they have a lunch break or their shift ends, whichever occurs first.

**6.3 Compulsory Break**

- 6.3.1 For normal rotation of shifts (including relief) and in call out situations of less than 4 hours, employees will receive a minimum 8 hour break.
- 6.3.2 When overtime is continuous on an ordinary shift and it extends beyond 4 hours or a call out situation extends beyond 4 hours, a 10 hour break must be observed prior to the commencement of the next planned shift. If such a break is not observed, employees will either be paid at the rate of double time until a 10 hour break occurs, or agree to flexible starting arrangements.

**7. Permanent Transfer to New Depot**

- 7.1.1 Permanent transfer of an employee occurs where the organisation relocates a position or function to a new location, subsequently requiring the employee to transfer to a new depot.
- 7.1.2 The Transfer of Depot Allowance in clause 4.3.1 of Appendix B applies to Network Shiftwork Employees.

## **8. Leave**

### **8.1 Leave**

8.1.1 Network Shiftwork and Contact Centre Shiftwork Employees are entitled to leave in accordance with the provisions of the Agreement.

8.1.2 Such leave when taken will be paid at the ordinary rate for any ordinary rostered shifts occurring in the period of leave.

### **8.2 Sick Leave and Family/Carer's Leave**

8.2.1 All sick leave and family/carers leave shall be paid at the ordinary rate, except in the following circumstance:

8.2.2 Endeavour Energy will pay Shift Allowance (as per roster) for absences of 9 shifts or greater, provided that a medical certificate or statutory declaration is provided. The shift penalty will be paid for a maximum period of 13 weeks absence, from the day the absence begins.

### **8.3 Management of Leave in Lieu**

8.3.1 The employer and employee shall agree as to when leave in lieu may be taken. It is preferred that such leave be taken in blocks in order to take advantage of available relief staff. The flexibility exists for the employer and the employee to agree to a lesser period of leave, should that leave occur at a mutually beneficial time.

8.3.2 At the employee's request and employer's discretion, a portion or total balance of accrued leave in lieu at the ordinary rate may be paid out to the employee.

8.3.3 Leave in lieu, when taken, will be paid for at the ordinary rate for ordinary rostered shifts occurring in the period of leave.

8.3.4 All leave in lieu, up to 120 hours, may be accrued at any one time. Leave in lieu accrued in excess of 120 hours will be paid out at the employee's ordinary rate.

8.3.5 This section does not refer to leave in lieu of sick leave converted for employees employed prior to July 1996. Such leave when taken is paid to the employee at the ordinary rate plus Shift Allowance. If this balance is paid out to the employee either during the course of employment or on termination, it will be paid at the ordinary rate only.

8.3.6 The provisions of this clause do not apply to accrued annual leave or accrued long service leave.

### **8.4 Christmas Eve Leave**

8.4.1 A half day's leave may be granted to employees on the afternoon of Christmas Eve or on the designated day if the designated day is not on Christmas Eve, subject to operational requirements and at the discretion of the CEO. This shall apply to all employees who work, and are rostered to work on the prescribed day. The approval is subject to the section maintaining a 24 hour / 7 day operation, with adequate staffing to meet all organisational and public requirements. This leave must be taken within a standard roster cycle.

### **8.5 Recognition of Extended Shift Changeover for Control Room Staff**

8.5.1 In recognition of the extended shift changeovers undertaken by Senior System Operators, Emergency Service Dispatch Officers and System Operators, an additional 16 hours of time in lieu will be added to the time in lieu balance of those staff in such classifications. The time in lieu will be credited 6 months from the anniversary of the Agreement and then every 12 months thereafter, during the life of the Agreement. (Note: leave in lieu must be managed in accordance with clause 8.3 of this Appendix – Management of Leave in Lieu).

## APPENDIX F: SUPERVISORY EMPLOYEES

### 1. Application of Appendix F

- 1.1.1 The provisions of this Appendix only apply to Supervisory Employees. A Supervisory Employee is an employee who is appointed to supervise field or technical employees or contractors who is not classified as a Manager/Specialist, and receives an ordinary rate of pay as prescribed for a Supervisory Employee in Appendix A of the Agreement.
- 1.1.2 The provisions of this Appendix apply to Supervisory Employees to the extent of any inconsistency with any other provision of the Agreement. For the avoidance of doubt, clauses 5 (Consultation), 6 (Work Practice Change) and 34 (Disputes) of the Agreement apply to Supervisory Employees under this Appendix. It is not Endeavour Energy's intent that Supervisory Employees be worse off as a result of policy changes.

### 2. Remuneration

#### 2.1 Rates of Pay

- 2.1.1 The rates of pay for Supervisory Employees are set out in Appendix A of the Agreement.

#### 2.2 Progression within the Supervisory Employees Grade Span

- 2.2.1 A performance review for Supervisory Employees will be conducted at least once per year in accordance with Company Procedure GHR 7001. The performance review process can be a trigger for discussions regarding potential progression through the grades. Progression within the Supervisory Employee's grade span shall take into consideration the following but does not require the achievement of all factors:
- a) The employee's performance in relation to agreed objectives for the past year. Progression to a higher grade will be subject to the employee demonstrating that they have met those objectives.
  - b) The employee's acquisition of agreed relevant skills, and the regular application of those skills.
  - c) The employee's acquisition of agreed relevant qualifications or progress towards it.
  - d) The employee having accepted and successfully managed additional responsibilities. Those responsibilities should be within the reasonable scope of the subject position. The acceptance of ongoing additional responsibilities beyond the reasonable scope of the position will result in a re-evaluation of the subject position. In addition, this could include the employee having temporarily assumed the responsibilities of a higher level position.
- 2.2.2 In the event of a recommendation for a regrade not being supported, the Manager will provide feedback to the employee on the reasons.
- 2.2.3 Operations Managers may only progress to pay point 424 where they are solely in charge of a Depot.

#### 2.3 Temporary Reclassification

- 2.3.1 Where a Supervisory Employee is required to fill a higher position for a temporary period for one full week or more and demonstrates they have carried out the full duties of the position then the remuneration will be within the evaluated range for the position at a mutually agreed level.

**3. Hours of Work**

**3.1 Ordinary Hours**

- 3.1.1 Supervisory Employees' hours of work will be 38 hours per week plus 2 additional hours per week, worked Monday to Friday, over a 10 day fortnight.
  - a) The ordinary rate of pay for supervisors specified in Appendix A is calculated on the basis of 40 hours per week (inclusive of the 2 reasonable additional hours at single time). For the avoidance of doubt these 2 reasonable additional hours are ordinary time earnings for the purposes of superannuation;
  - b) Where an employee takes paid leave they will be paid at their ordinary rate of pay for the period of their leave; and
  - c) Employees will be paid for hours worked in excess of 40 hours in accordance with clause 3.2.
- 3.1.2 Supervisory employees will be available as required to meet the needs of the position.
- 3.1.3 The Supervisory Employees agree that these hours are reasonable. Endeavour Energy will not require any employee to work any hours that are unreasonable.
- 3.1.4 If Endeavour Energy and the employee cannot agree on the employee's hours of work under this clause, either party may refer the matter to the Disputes clause of the Agreement.
- 3.1.5 Ordinary days and/or hours may be varied by mutual agreement between the individual employee and Endeavour Energy to meet customer and business demands.

**3.2 Additional Hours**

- 3.2.1 Endeavour Energy will not require Supervisory Employees to work excessive additional hours.
- 3.2.2 All overtime provisions of the Agreement shall not apply to Supervisory Employees. The following provisions detail the entitlements of Supervisory Employees in relation to additional hours:

SITUATION	ENTITLEMENT
<p><b>Additional hours beyond 40 hours per week</b> (including planned overtime* and overtime that is continuous with the employee's ordinary start/finish time)</p> <p>*a minimum of 24 hours' notice is required for overtime to be considered planned overtime</p>	<p>Ordinary weekly rate (single time) to the nearest half hour</p> <p>Or</p> <p>Time in lieu (single time) where agreed between the employee and manager (must be recorded in the payroll system and taken within 3 months)</p>
<p><b>Unplanned overtime as the result of a declared incident which is continuous with the employees ordinary start or finish times</b></p>	<p>Time and one half</p>
<p><b>Meal Allowance</b></p>	<p>Payable only on unplanned overtime or a call out arrangement when the requirements outlined in clause 13.2.2 of the Agreement are</p>

	met.
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**3.3 On Call and Stand By**

- 3.3.1 An employee rostered on the on call and stand by roster is required to be available for emergency and/or breakdown work at all times, outside their usual hours of work.
- 3.3.2 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.
- 3.3.3 An employee may be required to attend any other calls which arise prior to returning home.
- 3.3.4 An employee shall not engage in an activity or make a commitment that will adversely affect their obligations when rostered on.

SITUATION	ENTITLEMENT
<b>On Call / Stand By Allowance</b>  (Refer Appendix B)	An employee shall be paid the On Call / Stand By Allowance for each day the employee is rostered on.
<b>Time worked on a call</b>	All time at time and one half.  <i>(a "call" shall be from the time the call is received to the time the employee has returned home)</i>
<b>Minimum payment</b>	2 hours at time and one half
<b>Availability to receive calls</b>	Employee to remain at home or where the call can be easily and quickly passed on.
<b>Attending to the call</b>	Employee to proceed directly to and from the call without unnecessary delay or deviation.
<b>Called out – Not in receipt of on call/stand by Allowance</b>	All time at double time (minimum of 2 hours paid at double time)

**4. Allowances**

- 4.1.1 The following allowances under the Agreement shall apply to Supervisory Employees covered by this Appendix:
  - a) On Call/Stand by allowance
  - b) Casual car allowance
  - c) Maturing / Experience allowance
  - d) Meal Allowance (only in accordance with clause 5.2 of this Appendix)
  - e) Subsistence allowance

- f) First Aid allowance
- g) Electrician's Allowance, but only for those employees who have been grandfathered as per Appendix B clause 2.2.
- h) Electrical Safety Rules Allowance (subject to meeting the criteria outlined in Clause 2.1 of Appendix B).
- i) Switching allowance for those employees who are authorised and are required by their manager to switch in accordance with clause 2.3 of Appendix B.

4.1.2 No other allowances under the Agreement shall apply to Supervisory Employees under this Appendix.

4.1.3 Transfer of Depot Allowance in Clause 4.3.1 of Appendix B does not apply to Supervisory Employees. It is not the intention of Endeavour Energy that Supervisory Employees be relocated to different headquarters. However, where this does occur, the Deputy Chief Executive Officer will consider compensation / recognition for a Supervisory Employee who has been significantly affected by any transfer to a different headquarters.

4.1.4 Start and or finish onsite allowance does not apply to supervisory employees, however, there is an expectation that where they are provided with a take home vehicle or motor vehicle subsidy, that they will start and/or finish onsite where required in accordance with operational requirements.

## 5. Motor Vehicles

5.1.1 Allocation of an Endeavour Energy vehicle to a position will be based on a business need as per the relevant Endeavour Energy Motor Vehicle Policy and Procedures.

5.1.2 Employees covered by this Appendix who are eligible for use (including private use) of an Endeavour Energy motor vehicle shall be subject to the requirements of the relevant Endeavour Energy Motor Vehicle Policy and Procedures.

5.1.3 Supervisory Employees have the option to novate a lease for a private vehicle as part of their salary. The novated lease of a private vehicle qualifies as a pre-tax salary sacrifice.

## APPENDIX G: ENDEAVOUR ENERGY OFFICERS

### 1. Application

- 1.1.1 The provisions in this Appendix only apply to Endeavour Energy Officers.
- 1.1.2 Endeavour Energy Officers are:
- a) Employees employed as Executive Assistants; and
  - b) Employees who are employed to work 38 hours + reasonable additional hours per week, but are not classified as Manager/Specialists or Supervisors. This includes employees designated as Present Occupant Only employees who work 38 hour + reasonable additional hours each week.
- 1.1.3 The provisions of this Appendix apply to Endeavour Energy Officers to the extent of any inconsistency with any other provision of the Agreement. For the avoidance of doubt, clauses 5 (Consultation), and 34 (Disputes) of the Agreement apply to Endeavour Energy Officers under this Appendix.

### 2. Rates of Pay

- 2.1.1 The relevant weekly rates of pay for Endeavour Energy Officers are:
- a) For Executive Assistants: the rates applicable to the Executive Assistant classification;
  - b) For other employees: the hourly rate of pay for the standard 35 hour per week classification that applies to the work performed by the employee, multiplied by 40; or
  - c) For Present Occupant Only employees: the relevant weekly salary rate that has been set in accordance with the Salary Maintenance Policy.

### 2.2 Temporary Higher Grade Pay

- 2.2.1 Where an Endeavour Energy Officer performs the duties and responsibilities of a higher level position on a temporary basis for a period of one week or more and demonstrates that they have carried out the full duties of the position, then their remuneration for the period they are acting in the higher role will be within the evaluated range for the position.

### 3. Hours of Work

#### 3.1 Ordinary Hours of Work

- 3.1.1 The ordinary hours of work of Endeavour Energy Officers will be 38 hours per week plus 2 additional hours, based on a 5 day working week (Monday to Friday inclusive).
- a) The ordinary rate of pay for Endeavour Energy Officers is calculated on the basis of a 40 hour working week (inclusive of 2 reasonable additional hours at single time). For the avoidance of doubt these 2 reasonable additional hours are ordinary time earnings for the purposes of superannuation;
  - b) Where an employee takes paid leave they will be paid at their ordinary rate of pay for the period of their leave; and
  - c) Employees will be paid for hours worked in excess of 40 hours in accordance with clause 3.2.
- 3.1.2 Endeavour Energy Officers agree that these ordinary hours are reasonable. Endeavour Energy will not require any employee to work any hours that are unreasonable.

- 3.1.3 Endeavour Energy Officers will be rostered on the basis of 5 consecutive days per week unless otherwise agreed.
- 3.1.4 The span of ordinary hours is 6am to 6pm, Monday to Friday.
- 3.1.5 If Endeavour Energy and the employee cannot agree on the employee's hours of work under this clause, either party may refer the matter to the Disputes clause of the Agreement.

**3.2 Overtime & Penalty Rates**

- 3.2.1 The penalty rates and overtime provisions detailed in clause 13 of the Agreement will apply to Endeavour Energy Officers.

**4. Allowances**

- 4.1.1 Executive Assistants will only be entitled to Casual Car Allowance, Subsistence Allowance and First Aid allowance. No other allowances (other than Maturing Allowance) will apply.
- 4.1.2 Endeavour Energy Officers who are Present Occupant Only employees, will receive allowances and entitlements in accordance with the Salary Maintenance policy.
- 4.1.3 All other Endeavour Energy Officers will continue to have access to the allowances that are applicable to their role in accordance with the terms of the Enterprise Agreement.

**5. Performance Review and Competency Based Progression**

- 5.1.1 A performance review for Executive Assistants will be conducted at least once per year in accordance with the relevant company procedure.
- 5.1.2 Endeavour Energy Officers, other than those designated as Present Occupant Only Employees, will be able to progress through the grades through the Competency based assessment process for those classifications which have competency based progression.
- 5.1.3 Endeavour Energy Officers (other than those designated as Present Occupant Only Employees) which do not have competency based progression will be able to progress through their relevant grades on the basis of performance.

## APPENDIX H: STREET LIGHT MAINTENANCE

### 1. Application

- 1.1.1 The provisions of this Appendix apply to all employees who undertake streetlight maintenance activities and are appointed to the positions of EFM – Street lighting, Lineworker – Street lighting, DPW – Street lighting, or Electricity Worker - Street lighting, and whose base weekly rate of pay is prescribed in Appendix A to the Agreement.
- 1.1.2 In addition to the employees listed in clause 1.1.1, employees who assist these staff on an irregular basis to undertake streetlight maintenance work are also covered by the provisions of this Appendix, whilst they undertake such work.
- 1.1.3 The provisions of this Appendix apply to Streetlight Maintenance Employees to the extent of any inconsistency with any other provision of the Agreement. For the avoidance of doubt, clauses 5 (Consultation), 6 (Work Practice Change) and 34 (Disputes) of the Agreement apply where applicable.
- 1.1.4 For the purposes of this Appendix employees, who in accordance with clause 7.1.3 elect, and their manager agrees, to work outside of ordinary hours on weekends to earn additional bonus payments in lieu of the hourly rate will be classified at pieceworkers for the duration of that work only.

### 2. Types of Work

- 2.1.1 The source of work covered under this Appendix for Street Light maintenance includes:
- a) Group Lamp Replacement;
  - b) in process repairs discovered during the program agreed with Street Light Auditor and Operations Manager; and
  - c) fault repairs after customer calls and patrol faults.
- 2.1.2 Work other than that described above is considered outside the scope of this Appendix and is "Other directed work" as defined in clause 4.3 of this Appendix. Employees undertaking other directed work are paid their ordinary rate of pay in accordance with their relevant classification. The bonus arrangements in clause 7 do not apply to other directed work.

### 3. Definitions

#### 3.1 *Fault repairs*

- 3.1.1 Ad hoc repairs identified by customers or during patrols. A standard fault repair includes repair or replacement of a lantern, including replacement of a lamp and any associated component that is fitted to the lantern to allow it to operate as intended.
- 3.1.2 All time associated with the completion of standard faults, including travel, testing, and stocking and disposing of removed materials shall be booked to the fault repair work order, and will count towards the 'base hours' when calculating incentive payments.

#### 3.2 *Group lamp replacement*

- 3.2.1 Planned maintenance on a cyclical basis to service all lanterns. Maintenance includes replacement of lamps or the lantern, cleaning the visor, reattaching loose cables, and replacing associated components as required to allow the lantern to operate as intended.
- 3.2.2 All time associated with the completion of bulk change, including travel, testing, and stocking and disposing of removed materials shall be booked to the group lamp

replacement work order, and will count towards the 'base hours' when calculating incentive payments.

### 3.3 **Other directed work**

3.3.1 Activities undertaken as directed by the line manager that are not covered by clause 7 of this Appendix. Crew members are responsible for advising the line manager when other directed work is commencing to allow this time to be efficiently managed. The hours spent completing other directed work shall be deducted from the 'base hours' when calculating incentive payments. Examples of other directed work include, but are not limited to:

- a) Training
- b) Team briefs/meetings
- c) Vehicle repairs
- d) FSC maintenance
- e) Night watch
- f) Construction projects
- g) Distribution work and network faults
- h) Wet weather

## 4. **Hours of Work**

4.1.1 Employees engaged in streetlight maintenance activities may work either a day shift or a rotating afternoon shift in accordance with operational requirements. Staff will agree to work efficiently in an effort to ensure that all Customer Guarantees are met.

4.1.2 The basic rostering arrangement is a 36 hour week, 9 day fortnight, however, this may be varied where required with the agreement of employees. For those staff currently working a 4 day week this may necessitate being available to work on a Rostered Day.

### 4.2 **Shiftwork**

4.2.1 A shift work employees ordinary hours of work are any hours Monday to Friday 6am to midnight.

4.2.2 Employees to whom this appendix applies are shift workers and shall be paid a shift allowance of 15% for each shift worked Monday to Friday.

4.2.3 A shift is said to be on a particular day if the majority of the shift is worked in that day.

4.2.4 Day shift is any shift worked wholly between 6am and 6pm.

4.2.5 Afternoon shift is any shift finishing after 6 pm but not later than midnight. Employees on the Afternoon shift will generally work 9 hours per shift, 4 shifts per week. The nominal spread of hours is between 12:00pm and midnight 12:00am.

- a) Streetlight Crews who work the afternoon shift will work regular rostered rotating afternoon shifts in accordance with the needs of the business.
  - (i) It is recognised that for employees who became streetlighting employees on or before 20 March 2018 the agreement to work afternoon shift was done on a voluntary basis and these employees may elect to transfer off the Afternoon Shift with reasonable notice.
  - (ii) Employees who are appointed to a street lighting role which works afternoon shift after the date in clause 5.2.5(a)(i) are required to work afternoon shift in accordance with operational requirements and cannot elect to transfer off the Afternoon shift, but may make a request to do so in accordance with s65 of the Act

- 4.2.6 As an alternative to these shiftwork arrangements (in clauses 4.2.1 to 4.2.5 employees) may work shiftwork via the temporary night shift arrangements in clause 15.6 in the Agreement through consultation with the impacted employees. The temporary night shift arrangements may be applied to afternoon or night shifts by consultation with the impacted employees.

### **4.3 Overtime**

- 4.3.1 Overtime may only be claimed by prior approval from the manager for jobs requiring traffic control.
- 4.3.2 Where employees are directed to work overtime the bonus arrangements in this appendix will not apply.
- 4.3.3 Overtime rates apply for any work outside of an employee's ordinary rostered shift. The rates applicable are first 2 hours at time and one half, with additional hours then payable at double time. Overtime is calculated on a daily basis. The bonus arrangements in clause 7 do not apply to overtime.

## **5. Rework**

- 5.1.1 Employees are required to complete work in line with the relevant company workplace instructions and lighting standards. Where work has not been completed to these standards and a revisit is required to complete a repair, this will be completed as rework, and no additional payment will be made for the second and any subsequent visits.
- 5.1.2 Where work is completed to standard but a subsequent failure occurs due to material issues, the crew shall notify the Streetlight Contract Manager of the material issue when making a claim for payment. In this situation, the revisit is not considered to be rework, and the additional visit/s will be paid.
- 5.1.3 At no time can both the bulk lamp change bonus be claimed in addition to any repair bonus on the same visit to a streetlight.

## **6. Agreement Rate Payments Plus Bonus Rate and Payment Arrangements**

- 6.1.1 Employees will be paid the relevant ordinary rate of pay applicable to their classification plus any appropriate allowances for their ordinary hours of work. All Agreement provisions including leave payments and superannuation will be calculated and paid at their ordinary rate of pay.
- 6.1.2 Employees will also be eligible for payment of the bonus rates during their ordinary hours of work, where the volume of completed work exceeds the base quantity of work required. In such case the employee's bonus payment will be calculated by reference to the formula in clause 7.6.
- 6.1.3 Where an employee elects by mutual arrangement, and their manager agrees, employee may choose to work outside of ordinary hours. In such case the employee's payment for those hours will be calculated by reference to the formula in clause 7.7 Allowances are not payable for additional work undertaken by mutual arrangement.
- 6.1.4 Claims for bonus payment under this Appendix will be submitted on a weekly basis and paid on a fortnightly basis, through the payroll system in the fortnight following the lodgement and processing of the claim.
- 6.1.5 Where the Street Light crew exceeds the base number of Street Lights, as described in 7.2 for a 2 week period each person in the crew shall be paid a bonus in accordance with the calculation procedure outlined in clauses 7.6 or 7.7 of this Appendix.
- 6.1.6 If the Street Light Crew fails to achieve the base rate for any 2 week period then the net shortfall will be carried forward into subsequent periods until the minimum

required streetlight repairs or bulk changes are achieved. No bonus is payable until this shortfall is accounted for.

**6.2 Group Lamp Change Rates**

Street Light Activity	Base Quantity per Hour	Equivalent Number of Lamp Changes
Lamp change	11	1
Luminaire change		3
PE Cell		0.625
Diffuser replacement		0.75

**6.3 Street Light Equivalency**

- 6.3.1 Where a Street Light Crew changes more than the base number of equivalent lamp changes in a 2 week period, an additional payment will be calculated at the rate of \$4.04 per staff member per equivalent lamp. Payment is based on a 2 person crew.
- 6.3.2 For Group Lamp Replacement the equivalent number of lamps shall be the sum of:
  - a) Each lantern that had a lamp replaced = 1 lamp each
  - b) Each lantern that had multiple lamps replaced = 1 lamp
- 6.3.3 If a crew changes a lamp, and changes a PE cell and/or a diffuse replacement, they will be entitled to payment for each item. If a crew changes a luminaire, no additional payment will be made for additional items installed on the new luminaire.
- 6.3.4 Only claims that have been entered on the computer database will be paid. Weekly log sheets must also be submitted when on Annual / Long Service leave etc, to assist processing.
- 6.3.5 Incentive bonus rates will be indexed to Agreement wage increases in accordance with clause 8.1.2 of the Agreement.

**6.4 Fault Repairs**

**Fault Repair Items**

Street Light Activity	Base Quantity per Hour	Equivalent Number of Repairs
Fault repair	2.25	1
Luminaire change plus choke removal		2
SLCP repair		2

- 6.4.1 Where a Street Light Crew repairs more than the base number of equivalent repairs in a 2 week period, an additional payment will be calculated at the rate of \$10.07 per staff member per equivalent repair. Payment is based on a 2 man crew.
- 6.4.2 Only claims that have been entered on the computer database will be paid. Weekly log sheets must also be submitted when on Annual / Long Service leave etc, to assist processing.
- 6.4.3 Fault repair incentive bonus rates will be indexed to Agreement wage increases in accordance with clause 8.1.2 of the Agreement.

**6.5 Calculation Methodology of Adjusted Hours**

- 6.5.1 The following deductions shall be allowed from the base 72 hours when calculating the adjusted hours worked:
  - a) any period of approved leave taken in a 2 week period;
  - b) any Public Holiday;
  - c) other directed work;
  - d) excess travel time (in excess of 1 hour from the crew’s current work location) will be deducted from the base hours for the purpose of bonus calculation.
- 6.5.2 The approved adjusted hours worked will be used to calculate the bonus payment applicable as per clause 7.6 of this Appendix.

**6.6 Calculation of Bonus Payment – Ordinary Hours**

Group Lamp Replacement	
Total equivalent lamps changed	(a)
Total of Group Lamp Change hours (normal time). Do not include extra hours worked on weekends etc. Attach copy of booked hours.	(b)
Base Quantity (11 per hour)	11 x (b) = (c)
Equivalent lamps – Base Quantity	(a) – (c) = (d)

Bonus Amount	$\$4.04 \times (d) = (e)$
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<b>Fault Repairs</b>	
Total equivalent fault repairs	(v)
Total of fault repair hours (normal time). Do not include extra hours worked on weekends etc. Attach copy of booked hours.	(w)
Base Quantity (2.25 per hour)	$2.25 \times (w) = (x)$
Equivalent repairs – Base Quantity	$(v) - (x) = (y)$
Bonus Amount	$\$10.07 \times (y) = (z)$

**Bonus (e) + (z) = Total Bonus Amount**

**6.7 Calculation of Bonus Payment – Work Outside Ordinary Hours (Mutual Arrangement)**

<b>Group Lamp Replacement</b>	
Total equivalent lamps changed	(a)
Bonus Amount	$\$4.04 \times (a) = (b)$

<b>Fault Repairs</b>	
Total equivalent fault repairs	(c)
Bonus Amount	$\$10.07 \times (c) = (d)$

**Bonus (b) + (d) = Total Amount payable for work outside ordinary hours**

## APPENDIX I – MANAGER/SPECIALIST

### 1. Application

- 1.1.1 The provisions of this Appendix only apply to employees classified as Manager/Specialists.
- 1.1.2 A Manager/Specialist is an employee appointed or identified as a Manager/Specialist, Engineering Officer Manager Specialist, Professional Engineer Manager Specialist, or Operations Manager Manager Specialist.
- 1.1.3 The provisions of this Appendix apply to Manager/Specialists to the extent of any inconsistency with any other provision of the Agreement. For the avoidance of doubt, clauses 5 (Consultation), 6 (Work Practice Change) and 34 (Disputes) of the Agreement apply to Manager/Specialist Employees under this Appendix.
- 1.1.4 It is not Endeavour Energy's intent that Manager/Specialists be worse off as a result of policy changes during the Term of the Agreement.

### 2. Manager / Specialist Total Remuneration Packages

- 2.1.1 The rates of pay for Manager/Specialists are set out in Appendix A of the Agreement and are inclusive of superannuation.

#### 2.2 Composition of Total Remuneration Package

- 2.2.1 The total remuneration packages under Appendix A for Manager/Specialists have been calculated to include the following:
  - a) Cash Salary
  - b) Annual Leave Loading
  - c) Endeavour Energy Motor Vehicle (where appropriate)
  - d) Endeavour Energy's Superannuation Contributions as required by the *Superannuation Guarantee (Administration) Act 1992* (Relevant Superannuation Legislation).
- 2.2.2 The total remuneration packages will be adjusted in accordance with clause 8.1.2 of the Agreement.

#### 2.3 Choices Inside Total Remuneration Package

- 2.3.1 Manager Specialists may choose how they structure their total remuneration package amongst the following options:
  - a) Cash Salary
  - b) Superannuation
  - c) In-house Child Care (where available)
  - d) Novated Lease Vehicle
  - e) Endeavour Energy Vehicle/Vehicle Subsidy in accordance with the relevant policy or procedure
  - f) Any other approved benefit.
- 2.3.2 Provided that:
  - a) Endeavour Energy's obligations in relation to the superannuation guarantee as set out in the relevant Superannuation legislation are met
  - b) A minimum of 50% of the total remuneration package is taken as cash salary.

- 2.3.3 A Manager/Specialist may request, with one month's notice in writing, that the proportions of base salary and benefits that comprise their remuneration package be varied and Endeavour Energy shall not unreasonably refuse the request.

## **2.4 Ordinary Rate of Pay**

- 2.4.1 The Ordinary Rate of Pay for a Manager Specialist is their rate of pay for their ordinary hours of work plus any allowances which are paid on an all-purpose basis.
- 2.4.2 The ordinary rates of pay for Manager Specialists in Appendix A have been calculated on the basis of a 40 hour week.

## **2.5 Superable Salary**

- 2.5.1 For Manager/Specialists who are members of a Superannuation Accumulation fund their superable salary is the notional value of their Total Remuneration Package less Endeavour Energy's obligations in relation to the superannuation guarantee, as set out in the relevant Superannuation legislation.
- 2.5.2 The Superable Salary for Retirement Scheme (Defined Benefit Fund) members will be in accordance with the Trust Deed.

## **3. Performance Review and Development**

- 3.1.1 Employees will have their performance reviewed at least once each year, in accordance with performance review policies and procedures.

## **4. Progression within Manager/Specialist Grade Span**

- 4.1.1 Progression within the Manager/Specialist employee's grade span shall take into consideration the following but does not require achievement of all factors:
- a) The employee's performance in relation to agreed objectives for the past year. Progression to a higher grade will be subject to the employee demonstrating that they have met those objectives.
  - b) The employee's acquisition of agreed relevant skills, and the regular application of those skills.
  - c) The employee's acquisition of agreed relevant qualifications or progress towards it.
  - d) The employee having accepted and successfully managed additional responsibilities. Those responsibilities should be within the reasonable scope of the subject position. The acceptance of ongoing additional responsibilities beyond the reasonable scope of the position will result in a re-evaluation of the subject position. In addition, this could include the employee having temporarily assumed the responsibilities of a higher level position.
- 4.1.2 In the event of an application for regrade not being supported, the Manager will provide feedback to the employee as to why the regrade has not been supported.

## **4.2 Leave Reserved**

- 4.2.1 During the term of the Agreement the parties agree to hold discussions in relation to a revised performance management and progression system for Manager/Specialists, which could include consideration of the provision of an incentive type arrangement and/or additional leave in recognition of an employee's performance.

## **5. Allowances**

- 5.1.1 The only allowances which shall apply to Managers/Specialists will be:
- a) Casual Car Allowance
  - b) Subsistence Allowance
  - c) Maturing/Experience Allowance

- d) Electrical Safety Rules Allowance (subject to meeting the criteria outlined in the Agreement)
- e) Motor Vehicle Subsidy (in accordance with the relevant policy)
- f) Electrical Licence Allowance, but only for those employees eligible to continue to receive the allowance on a grandfathered basis in accordance with clause 2.2.3 of Appendix B.

## **5.2 Relocation to a Different Depot/Headquarters**

- 5.2.1 The provisions of the Agreement relating to the time for excess travel (including the Transfer of Depot clause) will not apply to Manager/Specialists.
- 5.2.2 It is not the intention of Endeavour Energy that Manager/Specialists be relocated to different headquarters. However, where this does occur, the Chief Executive Officer will consider compensation / recognition for a Manager/Specialist who has been significantly affected by any transfer to a different headquarters.

## **5.3 Motor Vehicles:**

- 5.3.1 The provisions relating to motor vehicles will be in accordance with company policy.
- 5.3.2 Where a vehicle is permanently allocated to the position occupied by the Manager/Specialist they will have the option, in accordance with the relevant policy, to use a company vehicle, which includes the option to pay for private use of the company vehicle, or to be paid the Motor Vehicle Subsidy.

## **6. Ordinary Hours of Work**

- 6.1.1 The ordinary hours of work for fulltime employees are 152 hours per four week period, plus reasonable additional hours. This arrangement of hours is intended to facilitate requests for more flexible working arrangements, where agreed between an employee and their manager, subject always to the operational requirements of Endeavour Energy.
- 6.1.2 The ordinary span of hours within which an employee may be required to work shall be 6am to 6pm, Monday to Friday, subject to any flexible working arrangements agreed to between an employee and their manager.
- 6.1.3 Employees agree that these ordinary hours are reasonable. Endeavour Energy will not require any employee to work any hours that are unreasonable.
- 6.1.4 If Endeavour Energy and the employee cannot agree on the employee's hours of work under this clause, either party may refer the matter to the Disputes clause of the Agreement.

## **6.2 Additional Hours**

- 6.2.1 Endeavour Energy will not require any Manager/Specialist to work excessive additional hours.
- 6.2.2 Employees acknowledge that their ordinary rate of pay compensates them for any reasonable additional hours of work. The overtime provisions of the Agreement will not apply to Manager/Specialists.
- 6.2.3 All hours worked by a part time employee up to 38 hours are paid at the employee's ordinary rate of pay for the hours worked.
- 6.2.4 When a manager /specialist works during a 'declared event/incident' that is above their ordinary hours of work the employee will have a choice of either taking time in lieu or claiming the additional hours at ordinary rate of pay. Time-off on the basis of actual hours worked (inflated hours for public holidays) will be provided where Manager/Specialists are requested to work during 'declared incidents'. Such incidents will be declared by the Chief Executive Officer and would generally cover major

emergency situations such as storms, bushfires, IT breakdown and major equipment failures. Accumulated time off will be taken at an agreed time generally within three months of the declared incident. No time will be banked and paid out on termination.

## **7. Higher Grade Pay**

- 7.1.1 It is not intended that a Manager/Specialist employee will assume for more than 3 months the responsibilities attached to a position other than their own.
- 7.1.2 In the event that a Manager/Specialist has been managing the full responsibilities of another position for a period of 6 weeks, the relevant authorised manager should review appropriate options to complete this relief arrangement (eg. fill position, review structure, rotate relief etc.).
- 7.1.3 In the event that a Manager/Specialist is required to act for a period in excess of 6 weeks in a higher graded position, approval must be sought from the General Manager Safety, HR and Environment prior to commencement of this further period of acting. If approved, the Manager/Specialist will be eligible for Higher Grade Pay. The rate of pay shall be at the minimum salary pay point for that position.

## APPENDIX J - TRANSITION CONTRACT ARRANGEMENTS

### 1. Transition arrangements

#### 1.1 *Application of Transition Arrangements*

- 1.1.1 These transition arrangements only apply to employees on a Transition Contract whose full time equivalent Total Remuneration Package is at or below the equivalent annual amount specified at pay point 638.
- 1.1.2 A Transition Contract is a written contract of employment with an employee that was entered into prior to the Operative Date and that provides the employee with access to Endeavour Energy's At Risk Scheme.

#### 1.2 *Productivity and Efficiency Bonus*

- 1.2.1 Transition Contract Employees will not receive the Productivity and Efficiency Bonus of \$1750 set out in clause 8.1.3 of the Agreement.

#### 1.3 *Request to Relinquish Transition Contract*

- 1.3.1 Transition Contract Employees may request in writing within one month of the Operative Date of the Agreement to relinquish their Transition Contract.
- 1.3.2 Where a Transition Contract Employee makes such a request they will be advised in writing of the rate of pay that will apply to them if they elect to revert to the standard arrangement that would apply to them under the terms of this Agreement (including Appendixes).
- 1.3.3 Following this notification the employee will have 2 weeks to confirm in writing whether or not they wish to proceed with relinquishing their Transition Contract and revert to their standard non-contract arrangement.
- 1.3.4 Any relinquishment will take effect from the first full pay period currently applying to the employee following the employee confirming their relinquishment, except if there are 5 business days or less to the end of the current pay period, in which case the relinquishment will take effect from the second full pay period following the relinquishment.
- 1.3.5 An employee may also request to relinquish their Transition Contract when they change roles and are offered new terms and conditions of employment.

#### 1.4 *Continuation on Transition Contract*

- 1.4.1 Where an employee does not wish to relinquish their Transition Contract they will remain on their Transition Contract until such time as Endeavour Energy and the Employee mutually agree to terminate the Transition Contract.
- 1.4.2 Where an employee remains on their Transition Contract:
- a) The pay point applicable to them is as set out in their Transition Contract as varied;
  - b) Their ordinary hours of work are as set out in their Transition Contract and employees will be available as required to perform such other reasonable additional hours that may be necessary to meet the needs of the position;
  - c) They will be entitled to the Endeavour Energy Day (public holiday);
  - d) the pay increases set out in clause 8.1.2 of the Agreement apply. Employees will also still participate in the annual salary review process that applies to Contract staff of Endeavour Energy, but salary increases awarded through the Agreement will form part of the consideration in the salary review; and
  - e) They will continue to be paid on a monthly basis.
- 1.4.3 Where an employee remains on their Transition Contract the following clauses of the Agreement will not apply to them:

- a) Clause 8 Wages and Salaries (except as set out in clause 8.1.2)
- b) Clause 9 Termination of Employment (except as set out in clause 1.9 below)
- c) Clause 12 Working Hours
- d) Clause 13 Overtime
- e) Clause 14 Stand by and On Call
- f) Clause 15 Shift Work
- g) The provisions of any of the Appendixes A to L, except for Appendix C, as it relates to Maturing Allowance.

## **1.5 *Maturing Allowance***

- 1.5.1 For the avoidance of doubt, where a Transition Contract Employee had their entitlement to Maturing Allowance frozen, it will be unfrozen and adjusted in line with their entitlement under Appendix C.

## **1.6 *Superannuation***

- 1.6.1 For the avoidance of doubt, employees to whom this Appendix applies are not entitled to any additional employer superannuation contribution above the Superannuation Guarantee Contribution, unless they are a member of an EISS Retirement Scheme (defined benefit scheme), in which case Endeavour Energy will only contribute the amount of the employer contribution required under rules of the scheme.
- 1.6.2 For employees covered by the Agreement who are members of the Retirement (defined benefit) scheme within EISS, Endeavour Energy will notify EISS of the employee's superable salary in accordance with the rules of the Trust Deed.

## **1.7 *At Risk Reward Scheme***

- 1.7.1 Transition Contract Employees will continue to be eligible to participate in Endeavour Energy's At Risk Reward Scheme, as changed or varied from time to time and may be eligible for the payment of an At Risk Reward.
- 1.7.2 The payment of the 'At Risk Performance Payment' is at the absolute discretion of Endeavour Energy. Accordingly, the payment of the 'At Risk Performance Payment' is not a matter which can be referred to the Dispute Settlement Procedure under clause 34 of the Agreement.

## **1.8 *Leave***

- 1.8.1 Transition Contract Employees are entitled to accrue and take leave in accordance with the provisions of the Agreement as set out in clauses 16 to 23 inclusive.

## **1.9 *Preserved Redundancy***

- 1.9.1 The redundancy payment and notice periods applicable to a Transition Contract employee will be the higher of:
- a) the combined value of the redundancy and notice period in their Transition Contract; or
  - b) the combined value of the redundancy and notice period as calculated in accordance with the relevant policy applicable in clause 9.4 of the Agreement.

## APPENDIX K – SAMPLE FACILITATIVE AGREEMENT

### 1. Agreement

- 1.1.1 This Agreement is between Endeavour Energy and the people who have voluntarily signed onto this agreement (Volunteers) as set out in clause 9. These Volunteers are the group of employees as outlined in clause 11.1.2 of the Agreement.
- 1.1.2 The Volunteers confirm that the arrangement was not entered into under duress.

### 2. Definitions

- 2.1.1 In this facilitative arrangement, unless the contrary intention appears, Project means a Planned Project. A Program of Works means a series of tasks that are in reasonable proximity to each other and require similar adjustments to the terms and conditions of the agreement to be successfully undertaken.
- 2.1.2 This is any pre scheduled project work or program of works for 3 weekdays or greater in duration.

### 2.2 Consultation and Communication

- 2.2.1 The consultative process for this facilitative agreement has been undertaken as detailed in clause 10.2 of the Enterprise Agreement.

### 3. Scope of the Agreement

<b>Location of work</b>	
<b>Nature of work</b>	
<b>Reasons for needing this agreement</b>	
<b>Start date of Work</b>	
<b>Estimated duration of the work</b>	
<b>Proposed start time for work hours</b>	
<b>Proposed finish time for work hours</b>	
<b>Days to be worked in the week</b>	
<b>Rate of pay for the hours worked</b>	
<b>Where the work requires work at night will the employee be paid stand down for their next ordinary shift</b>	

**4. Terms and Conditions**

- 4.1.1 The Volunteers to this facilitative agreement agree that flexible work practices are required to undertake the work and that the following terms of the Enterprise Agreement will apply:
- a) Penalties shall be paid in accordance with Clause 13.2 of the Agreement. To avoid doubt, any continuous overtime is paid at double time;
  - b) All meal breaks will be paid in accordance with the appropriate penalty rates and;
  - c) For the period for which they are performing work, is their ordinary shift, only for purposes of the 'Minimum Break' time provisions in Clause 13.2 of the Agreement. To avoid doubt, this means that the employee will not be entitled to 'Stand down' payments from the end of the last work period, to the start of the next rostered work period under this Project Arrangement.
  - d) Where a gazetted Public Holiday or Picnic Day forms part of an employee's ordinary hours of work under this agreement, all ordinary hours will be paid at double time with one day added to time in lieu. Treatment of the time and how it is to be taken is in accordance with clause 13.2.3 of the Agreement
  - e) Where an employee has a rostered day off (RDO) that falls within the period of this agreement then agreement made be reached to bank the RDO or have it paid out at the appropriate rate.
  - f) If any other work is required fatigue must be taken into consideration

**5. Absence Benefit (Sick) and Family/Carers Leave**

- 5.1.1 In the event that and employee is unable to attend an ordinary hours work period of the Project Arrangement due to sick/carers leave, they will be paid for their work in accordance with the Agreement at single time.
- 5.1.2 Where an employee leaves prior to the end of the work period, penalty rates as per this arrangement will be paid for the time worked with the sick/family/carers leave paid in accordance with the Agreement at single time.
- 5.1.3 All sick/family/carers leave is paid at single time rates.

**6. Volunteers**

- 6.1.1 The following employees agree to work under the facilitative arrangements outlined above for the term of the project/program.

Employee's Name	Employee's Signature

## APPENDIX L – PRESENT OCCUPANT ONLY EMPLOYEES

Present Occupant Only Classifications are a grandfathering arrangement for employees employed on particular arrangements on a Present Occupant Only basis in their current substantive position as at the Operative Date of the Agreement.

Each employee has been assigned a unique identifier and their classification is unique to them. These classifications cannot be used for any employee other than those individuals assigned to the unique identifier.

Where a Present Occupant Only employee changes roles and moves onto one of the standard classifications and rates of pay listed in Appendix A, their present occupant only status lapses.

Unique Identifier	Workplace Arrangement	hours per week	1
EN2007		35	1052
EN2089		35	1003
EN1506		35	1030
EN2982		35	1039
EN1898		35	1025
EN1392		36	1018
EN0207		36	1012
EN1443		36	1000
EN2405	Street Light Maintenance	36	1002
EN0537		36	1002
EN2515		36	1014
EN2044		36	1020
EN1034, EN1145		36	1011
EN1820	Street Light Maintenance	36	1016
EN0356		36	1018
EN0862, EN1171		36	1019
EN0845		36	1022
EN0863		36	1017
EN0172, EN1374, EN1441		36	1001
EN0127		36	1033
EN0083, EN0849		36	1054
EN2277		36	1019
EN1125		36	1013
EN1462		36	1015
EN0223	Executive Assistant	40	1037
EN2514	Endeavour Energy Officer	40	1047
EN1646	Endeavour Energy Officer	40	1051
EN0891, EN2265, EN1498,	Supervisory Employee	40	1047
EN1749	Supervisory Employee	40	1061
EN1593	Endeavour Energy Officer	40	1024
EN0145	Endeavour Energy Officer	40	1059
EN0899, EN1302	Endeavour Energy Officer	40	1036

Unique Identifier	Workplace Arrangement	hours per week	1
EN0168	Supervisory Employee	40	1048
EN0353	Supervisory Employee	40	1044
EN0856	Endeavour Energy Officer	40	1044
EN0126	Endeavour Energy Officer	40	1043
EN2081	Endeavour Energy Officer	40	1023
EN0199	Endeavour Energy Officer	40	1031
EN1861	Endeavour Energy Officer	40	1028
EN1329	Endeavour Energy Officer	40	1032
EN1134	Endeavour Energy Officer	40	1055

Unique Identifier	Workplace Arrangement	hours per week	1	2	3	4	5
EN2115		35	1027	1030			
EN1674		35	1005	1006	1008		
EN1198		35	1005	1006	1008		
EN1320		35	1035	1039			
EN1805, EN2200		35	1021	1025			
EN0239, EN0720		36	1010	1017			
EN0321		36	1010	1017			
EN2331		36	1004	1007	1009	1011	
EN2124		36	1041	1045	1046	1050	1054
EN1753	Supervisory Employee	40	1049	1053			
EN0457, EN1207, EN1785, EN2282	Supervisory Employee	40	1060	1061			
EN0721	Endeavour Energy Officer	40	1051	1056	1057	1058	
EN0710, EN1082	Supervisory Employee	40	1051	1056	1057	1058	
EN1405	Endeavour Energy Officer	40	1026	1029	1031		
EN0697	Endeavour Energy Officer	40	1034	1038			
EN1415	Endeavour Energy Officer	40	1040	1042			
EN1649, EN1165	Supervisory Employee	40	1062	1063			

## APPENDIX M – HR & IR PRESENT OCCUPANT ONLY EMPLOYEES

The following employees continue to be covered by the Enterprise Agreement in accordance with clause 1.2.3 of the Agreement whilst they continue to be employed in the same unchanged role that they were in as at 20 March 2018. Where the role changes or the employee changes roles they will no longer be a present occupant only employee for the purposes of this Appendix.

Unique Identifier	Appendix Coverage	1	2	3	4	5
EN1532	Manager/Specialist	600	602	604	605	607
EN2441	Manager/Specialist	604	605	607	609	616
EN1035	Manager/Specialist	604	605	607	609	616
EN0850	Manager/Specialist	607	609	616	621	626
EN2984	Manager/Specialist	609	616	621	626	
EN2458	Manager/Specialist	616	621	626	629	632
EN2976	Manager/Specialist	616	621	626	629	632
EN2546	Transition Contract					
EN0560	Transition Contract					