



FAIR WORK
AUSTRALIA

DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

ActewAGL Corporation Ltd

(AG2011/11586)

ACTEWAGL AND COMBINED UNIONS ENTERPRISE AGREEMENT 2011

Electrical power industry

COMMISSIONER DEEGAN

CANBERRA, 24 AUGUST 2011

Application for approval of the ActewAGL and Combined Unions Enterprise Agreement 2011.

[1] An application has been made for approval of an enterprise agreement known as the ActewAGL and Combined Unions Enterprise Agreement 2011 (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (Act). The Agreement is a single-enterprise agreement.

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

[3] Eight different employee organisations which were bargaining representatives for the Agreement have given notice under s.183 of the Act that they want to be covered by the Agreement. In accordance with s.201(2) of the Act I note that the Agreement will cover each of the following named employee organisations:

- Association of Professional Engineers, Scientists & Managers, Australia;
- Australian Workers' Union;
- "Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union" known as the Australian Manufacturing Workers' Union;
- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union;
- CPSU, the Community and Public Sector Union;
- Construction Forestry Mining & Energy Union;
- National Union of Workers; and
- Transport Workers' Union of Australia.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 August 2011. The nominal expiry date of the Agreement is 1 July 2014.



Printed by authority of the Commonwealth Government Printer

<Price code O, AE887741, PR513802>



ActewAGL

**ActewAGL
and Combined Unions**

ENTERPRISE AGREEMENT

2011

CONTENTS

A	AIMS AND PURPOSES	5
B	TITLE AND DEFINITIONS.....	6
1	TITLE	6
2	INTERPRETATION AND DEFINITIONS	6
C	PARTIES BOUND	8
3	COVERAGE.....	8
D	APPLICATION.....	9
4	INTERACTION WITH SCHEDULES	9
5	INTERACTION WITH THE AWARD	9
6	DURATION.....	9
7	AGREEMENT TO BE COMPREHENSIVE	10
8	POLICIES AND CORPORATE PROCEDURES	10
9	ENTERPRISE AGREEMENT IMPLEMENTATION (CONSULTATION PROVISIONS)	10
10	MAJOR WORKPLACE CHANGES	12
E	EMPLOYMENT OPTIONS.....	13
11	DAY WORKERS.....	13
12	SHIFT WORKERS.....	13
13	PERMANENT PART TIME EMPLOYEES	13
14	CASUAL EMPLOYMENT	14
15	TEMPORARY EMPLOYMENT	14
16	FIXED TERM EMPLOYMENT	15
17	PROBATION	15
18	RECRUITMENT AND SELECTION	16
19	MANAGEMENT SERVICE AGREEMENTS.....	16
20	CONTRACTORS	17
21	INDIVIDUAL FLEXIBILITY	17
F	REMUNERATION	19
22	PAYMENT OF SALARY	19
23	SALARY INCREASES	19
24	RECOVERY OF OVERPAYMENT.....	19
25	UNDERPAYMENT.....	20
26	PAYMENT FOR TRAINING OUTSIDE NORMAL WORKING HOURS.....	20
27	SINGLE SALARY SPINE IMPLEMENTATION	20
28	SALARY PROGRESSION	22
28A	REVIEW OF SALARY PROGRESSION OF CATEGORY B EMPLOYEES WHO ARE CLASSIFIED AT SCHEDULE C3 OF THIS AGREEMENT.....	24
29	MIXED FUNCTIONS (HIGHER DUTIES) ALLOWANCE.....	24
30	ELECTRICAL LICENCE ALLOWANCE.....	25
31	REIMBURSEMENT FOR USE OF PRIVATE VEHICLE	25
32	BUSINESS TRAVEL	25
33	SALARY SACRIFICE	26
34	SUPERANNUATION	27
35	INCOME PROTECTION.....	28
G	HOURS OF WORK	31
36	STANDARD HOURS OF WORK	31
37	MEAL BREAKS.....	32
38	REST BREAKS AFTER OVERTIME	32
39	HAND-OVER.....	33

40	ADDITIONAL HOURS	33
41	48/52 FLEXIBLE WORK SCHEME.....	34
42	ON-CALL ALLOWANCE.....	35
43	PAYMENT FOR CALL OUT.....	35
44	TIME OFF IN LIEU.....	35
45	USE OF COMPANY VEHICLES	36
H	LEAVE	37
46	ANNUAL LEAVE FOR CERTAIN ON-CALL EMPLOYEES	37
46A	ANNUAL LEAVE	37
47	ENTITLEMENT TO CASH OUT ANNUAL LEAVE.....	37
48	SICK LEAVE.....	38
49	CARER'S LEAVE.....	38
50	BEREAVEMENT LEAVE	38
51	PROFESSIONAL DEVELOPMENT LEAVE	39
52	LEAVE TO OBTAIN FINANCIAL ADVICE.....	39
53	LONG SERVICE LEAVE.....	40
54	PARENTAL LEAVE.....	41
55	OTHER LEAVE	44
56	UNAUTHORISED ABSENCE.....	45
I	TRAINING AND DEVELOPMENT	46
57	GENERAL.....	46
57A	COMPETENCY FRAMEWORK.....	47
58	APPRENTICES AND DEDICATED TRAINING POSITIONS.....	50
J	HEALTH, SAFETY AND ENVIRONMENT (HSE).....	51
59	HSE SYSTEM.....	51
60	CONSULTATION AND NOTIFICATION.....	51
61	REHABILITATION	52
62	INCLEMENT WEATHER PROVISIONS	52
K	TERMINATION OF EMPLOYMENT	53
63	NOTICE OF TERMINATION BY ACTEWAGL.....	53
63A	NOTICE OF TERMINATION BY EMPLOYEE	54
64	TIME OFF DURING NOTICE PERIOD	54
65	UNUSED SICK LEAVE PAYOUT	54
L	REDUNDANCY	55
66	CONSULTATION	55
67	VOLUNTARY RETRENCHMENT	56
68	INVOLUNTARY RETRENCHMENT	58
69	LEAVE AND EXPENSES TO SEEK EMPLOYMENT.....	59
70	RE-EMPLOYMENT.....	59
M	DISPUTE PREVENTION AND RESOLUTION.....	60
71	DISPUTE PREVENTION AND RESOLUTION.....	60
72	DISCIPLINE PROCEDURE FOR MISCONDUCT	62
73	MANAGING UNSATISFACTORY PERFORMANCE.....	66
74	APPEALING MANAGEMENT DECISIONS.....	68
75	CHARTER OF UNIONS RIGHTS AND RESPONSIBILITIES.....	70
N	SCHEDULES.....	72
	SCHEDULE A – ELECTRICITY NETWORKS DIVISION	72
	SCHEDULE B – WATER DIVISION	89
	SCHEDULE C – RATES OF PAY	108

<i>Part 1 - Employees on competency-based pay arrangements.....</i>	<i>108</i>
<i>Part 2 - Electrical Worker Competency Based Classification Structure.....</i>	<i>111</i>
<i>Part 3 - Single salary spine structure</i>	<i>113</i>
<i>Part 4 - Employees not on competencies who were not on the top pay points of their salary classification under the previous salary structure</i>	<i>114</i>
SCHEDULE D - CONDITIONS RELATED TO CHANGE OF STATE OF ACTEW CORPORATION AND ACTEWAGL SUPERANNUATION.....	124
SCHEDULE E -- ATTRACTION AND RETENTION ALLOWANCE	125
SCHEDULE F MISCELLANEOUS ALLOWANCES.....	126
SCHEDULE G INCLEMENT WEATHER PROVISIONS	128

A AIMS AND PURPOSES

The parties covered by this Agreement:

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

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

B TITLE AND DEFINITIONS

1 Title

- 1.1 This Agreement will be known as the *ActewAGL and Combined Unions Enterprise Agreement 2011*.

2 Interpretation and Definitions

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

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

"ActewAGL" means the three employer parties to this Agreement.

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

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

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

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

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

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

"Division" refers to the discrete administrative and functional work units within ActewAGL namely Water, Networks, Business Systems, Legal and Secretariat, Retail and Finance and Resources.

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

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

"Redundancy" is a situation where the work (or the major proportion of the work) being done by an employee is not required to

be done by anyone as a result of re-location, re-organisation, changed business practice, technological change, downturn in business or adverse economic conditions.

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

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

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

"Employee" means a person who is employed by ActewAGL or ACTEW Corporation in a classification at Schedule C but excludes any employee who is a party to a Management Service Agreement.

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

C PARTIES BOUND

3 Coverage

3.1 This Agreement is made as an enterprise agreement under Part 2-4 of the *Fair Work Act 2009* and covers:

- (a) Actew Retail Ltd & AGL ACT Retail Investments Pty Ltd (trading as ActewAGL Retail), ABN 46 221 314 841
- (b) Actew Distribution Ltd and Jemena Networks (ACT) Pty Ltd (trading as ActewAGL Distribution), ABN 76 670 568 688
- (c) ACTEW Corporation Ltd ABN 86 069 381 960; and
- (d) all employees employed by the entities above in the classifications at Schedule C (**employees**).
- (e) and subject to the decision of Fair Work Australia when approving this Agreement, the following unions:
 - Association of Professional Engineers, Scientists and Managers, Australia
 - Australian Workers' Union
 - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union
 - Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia
 - Community and Public Sector Union
 - Construction, Forestry, Mining and Energy Union
 - National Union of Workers
 - Transport Workers Union of Australia

3.2 This Agreement does not cover:

- (a) any employee who is party to a Management Service Agreement on the date this Agreement commences operation; or
- (b) any employee who becomes a party to a Management Service Agreement while this Agreement is in operation.

D APPLICATION

4 Interaction with Schedules

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

5 Interaction with the Award

- 5.1 This Agreement (including its Schedules) must be read in conjunction with the ACTEW Corporation Limited Employment Conditions Award 1998 (AT768190) ("Award") as amended from time to time.
- 5.2 If, during the term of this Agreement, the Award ceases to operate, this Agreement must be read in conjunction with the version of the Award that was in operation immediately before it ceases to operate.
- 5.3 If there is any inconsistency between the express terms of this Agreement (including its Schedules) and the Award, the express terms of this Agreement will prevail to the extent of the inconsistency.
- 5.4 This Agreement replaces and operates to the exclusion of any previous enterprise bargaining or collective industrial agreements (whether certified or registered or not) with respect to the employees including, but not limited to, the following:
- (a) *ACTEW Corporation Enterprise Agreement 1999*;
 - (b) *ActewAGL Distribution Enterprise Agreement 2000*;
 - (c) *ActewAGL Retail Enterprise Agreement 2000*;
 - (d) *ActewAGL and Combined Unions Enterprise Agreement 2002*;
 - (e) *ActewAGL and Combined Unions Enterprise Agreement 2005*;
and
 - (f) *ActewAGL and Combined Unions Enterprise Agreement 2005* as varied and extended on 7 November 2008 (**2008 Agreement**).

6 Duration

- 6.1 This Agreement will come into operation seven days after it is approved by Fair Work Australia (**FWA**).
- 6.2 This Agreement will nominally expire on July 1st 2014.

- 6.3 The persons covered by this Agreement will commence negotiations for a replacement agreement six months prior to the nominal expiry date of this Agreement.

7 Agreement to be Comprehensive

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

8 Policies and corporate procedures

- 8.1 ActewAGL policies and corporate procedures are not incorporated into, and do not form part of, this Agreement. Employees should make themselves familiar with the policies and corporate procedures which may be varied from time to time, and they will apply in the form they are in as at the time of any relevant action or decision. For assistance and guidance, particular policies and corporate procedures are identified in the relevant clause. Any disputes in relation to the policies and procedures named in this agreement will be handled by the disputes procedure (Clause 71 of this agreement). If there is any inconsistency between a policy or corporate procedure and the express terms of this Agreement, the express terms of this Agreement will prevail.
- 8.2 Employees and their unions will be consulted when changes are contemplated to Corporate procedures and policies that affect employees in their employment.

9 Enterprise Agreement Implementation (Consultation Provisions)

- 9.1 The Single Bargaining Unit (SBU), comprising eight representatives of ActewAGL and eight representatives of the organisations covered by this Agreement, will:
- (a) oversee the implementation of this Agreement and assist ActewAGL to resolve related issues (including disputes which arise at the Division level in relation to the implementation of this Agreement); and
 - (b) receive reports on Agreement-related matters within Divisions.
- 9.2 HR will provide a secretarial service for the SBU.
- 9.3 The SBU will meet as requested by ActewAGL or any of the organisations covered by this Agreement.

- 9.4 Where ActewAGL wide issues cannot be resolved by this Committee, they should be escalated to Stage 5 of the dispute resolution procedure set out in clause 71 of this Agreement.
- 9.5 Issues in Branches will be resolved as they arise within each Branch by the appropriate personnel including the relevant unions. If requested by either party, an HR representative will attend Branch meetings. If the matter is not resolved the parties will have recourse to the dispute resolution provisions at clause 71.

9.6 Organisational Restructures

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

10 Major workplace changes

- 10.1 ActewAGL will consult with employees and organisations covered by this Agreement on major workplace changes that are likely to have a significant effect on employees covered by this Agreement.
- 10.2 Consultation regarding redundancy is addressed in clause 66 of this Agreement.
- 10.3 If an employee(s) appoints a representative for the purposes of this consultation, and the employee(s) advises ActewAGL of the identity of the representative, ActewAGL must recognise the representative.
- 10.4 Every effort will be made to ensure the consultation period takes no longer than four weeks.
- 10.5 Management will take all reasonable steps to ensure that any disadvantage due to the change to any employee is minimised before implementing the change.

E EMPLOYMENT OPTIONS

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

11 Day workers

11.1 Day workers are full time employees who work:

- (a) standard hours (36.75) hours per week, or
- (b) 36 hours per week - for employees classified as:
 - (i) Electrical Workers and Work Coordinators who work in the Electricity Networks Division (see Schedule A); and
 - (ii) Water Industry Operators, Plant and Transport Workers and employees working in the Maintenance Section at Treatment Branch (see Schedule B),

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

12 Shift workers

12.1 Shift workers are employees who work:

- (a) an average of 36.75 hours per week over a rostered shift cycle, or
- (b) an average of 36 hours per week over a rostered shift cycle – if they are:
 - (i) Electrical Workers and Electrical Work Coordinators who work in the Electricity Networks Division and are engaged by ActewAGL as shift workers (see Schedule A); and
 - (ii) Water Industry Operators (Field) and the Maintenance Section at Treatment who work in the Water Division and are engaged by ActewAGL as shift workers (see Schedule B).

13 Permanent part time employees

13.1 An employee may be employed to work on a part time basis for a constant number of hours per week, less than full time hours worked by a day worker, as agreed in writing with ActewAGL at the

commencement of their employment, or as varied from time to time by agreement between the employee and ActewAGL.

- 13.2 A part time employee will be paid at the standard rate per hour for their classification for the position in which they are employed.
- 13.3 A part time employee will be entitled to all entitlements provided for in this Agreement on a pro-rata basis, based on the proportion of the number of hours worked per week (as agreed in accordance with clause 13.1) when compared to full-time day worker hours.
- 13.4 An employee may apply to work part time (on a temporary or permanent basis) to meet parental responsibilities. A female employee may apply to work part time where this is necessary or desirable because of her pregnancy.
- 13.5 For the purpose of graduated retirement the standard hours of work may be worked on a part time basis and these hours may be reduced progressively by agreement subject to the requirement that such employees in transition to retirement will perform mentoring duties that focus on transferring knowledge and skills to less experience staff. If an employee's hours are reduced under this Clause 13.5 the employee's salary will be reduced pro-rata to reflect their reduced standard hours of work.

14 Casual employment

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

15 Temporary employment

- 15.1 A temporary employee is one engaged for a period of no more than twelve months.
- 15.2 A temporary employee will:
 - (a) be paid at the standard rate for the position in which they are employed;
 - (b) entitled to all other provisions of this Agreement on a pro-rata basis; and

- (c) not have access to internal recruitment unless specifically allowed in their letter of appointment.
- (d) A temporary employee will not be appointed without the appropriate recruitment procedures applying.

16 Fixed Term Employment

- 16.1 ActewAGL may employ a person for a fixed period and/or to undertake a specific task.
- 16.2 The duration of the period of fixed term employment will be between one year and a maximum of three years.
- 16.3 Examples of such tasks include commissioning new plant or the rebuilding of existing plant, transferring skill and knowledge to permanent employees to overcome a skill shortage, covering temporary vacancies for permanent employees who are on secondment or leave, performing a task that is required by a client under a finite contract for service such as air monitoring at a mine site, or a short term project.
- 16.4 The relevant union will be consulted regarding the circumstances of each appointment to a fixed term position at a classification below:
 - (a) the top of zone A in Band 4 in the single salary spine structure (refer to the Single Salary Spine Policy); or
 - (b) Senior Officer Grade C (see Part 4 of Schedule C).

17 Probation

- 17.1 Probation will provide a supportive process and provide an opportunity for a period of continuing employment. Probation offers a period of mutual evaluation, by either party, and a period of support for the individual, during which decisions about continuing employment can be made.
- 17.2 New employees will be appointed on a period of probation of nominally three months.
- 17.3 ActewAGL may waive the probationary period in writing, and must notify the employee of the waiver.
- 17.4 This clause is not intended to affect any 'minimum employment period' within the meaning of that phrase set out in section 383 of the Fair Work Act.

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

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

18 Recruitment and Selection

18.1 ActewAGL will apply merit selection principles in accordance with its Corporate Procedure 7.15P1 "Recruitment and Selection to a Vacant Position" when conducting recruitment and selection.

19 Management Service Agreements

19.1 A Management Service Agreement may only be offered where:

- (a) the position is classified equal to or above Senior Officer Grade C at Schedule C(Part 4) or above the top of Zone A of Level 4 at Schedule C(Part 3);
- (b) One or more of the following criteria are met:
 - (i) The position is critical to the operation of ActewAGL or one of its Divisions
 - (ii) An employee who occupies the position requires specialist qualifications or specialist or high level skills
 - (iii) The skills required by the employee who occupies the position are in high demand in the marketplace; and
 - (iv) The position would incur significant costs to replace.

19.2 The offer of a Management Service Agreement is at management's discretion. The acceptance by an employee of an offer is voluntary.

20 Contractors

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

21 Individual Flexibility

- 21.1 ActewAGL may make an individual flexibility arrangement with an individual employee covered by this Agreement (Individual Arrangement) about the following matters which varies the effect of the terms of this Agreement concerning the following matters:
- (a) Taking accumulated RDOs; or
 - (b) Salary Sacrifice

21.2 An Individual Arrangement must be genuinely agreed to by ActewAGL and the employee;

21.3 ActewAGL must ensure that an Individual Arrangement:

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

21.4 ActewAGL must ensure that an Individual Arrangement:

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

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

21.6 An Individual Arrangement may be terminated:

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

F REMUNERATION

22 Payment of Salary

22.1 Employees will be paid fortnightly in arrears, by electronic funds transfer (EFT) into an Australian financial institution account of the employee's choice.

22.2 Annual salary and allowances are converted to fortnightly amounts by using the following formula:

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

23 Salary Increases

23.1 Employees will receive three salary increases over the life of this Agreement as follows:

- (a) an increase of salary of 4% with effect from the first pay period on or after 1 July 2011;
- (b) an increase of salary of 4% with effect from the first pay period on or after 1 July 2012; and
- (c) an increase of 4% with effect from the first pay period on or after 1 July 2013.

24 Recovery of Overpayment

24.1 A debt owed by an employee to ActewAGL in relation to the employee's employment, including because the employee has:

- (a) received an overpayment of salary, allowances or other remuneration (including a severance benefit); or
- (b) incurred an expense outside of entitlement,

will be repaid by the employee in fortnightly instalments. Each instalment will be an amount equivalent to 2 hours pay at the employee's standard hourly rate or any greater amount agreed to by the employee.

24.2 The employee will have the option of repaying the debt over a shorter period if they wish. The employee will be informed of any overpayment before ActewAGL starts making any deductions from the employee's salary in order to recover the debt.

24.3 If the employee leaves ActewAGL:

- (a) before the debt is repaid in full; or
- (b) with a negative leave balance,

the amount owed to ActewAGL will be deducted from the employee's final pay.

24.4 The employee may initiate the disputes resolution procedure if they believe they have been inappropriately dealt with in recovery of an overpayment. Recovery of overpayment will not commence until after any dispute is settled.

25 Underpayment

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

26 Payment for training outside normal working hours

26.1 Employees who are required by ActewAGL to attend training outside their normal working hours may elect to:

- (a) be paid at the applicable penalty rate(s) for the hours spent attending training, or
- (b) receive paid leave in lieu of payment.

27 Single Salary Spine Implementation

27.1 The salary structure provided for in this Agreement applies differently to each of the following groups of employees:

- (a) employees working under competency-based pay arrangements **(Category A)**;
- (b) employees not working under competency-based pay arrangements who **were** on the top pay points of their salary classifications under the 2008 Agreement salary structure **(Category B)**; and
- (c) employees not working under competency-based pay arrangements who **were not** on the top pay points of their salary classifications under the 2008 Agreement salary structure **(Category C)**.

Category A

27.2 Employees in this category will remain on the salary structure set out in Part 1 of Schedule C until:

- (a) they reach the top pay point for their classification set out in that Part; or
- (b) any of the other events specified in the Single Salary Spine Policy occurs,

at which time they may choose to transition to the Single Salary Spine set out in Part 3 of Schedule C.

27.3 The salary of an employee in this category will increase:

- (a) in accordance with the annual increases provided for in clause 23.1; and
- (b) through the acquisition of competencies.

Category B

27.4 Employees in Category B work under the single salary spine structure set out in Part 3 of Schedule C.

27.5 The salary of an employee in this category will increase in accordance with the annual increases provided for in clause 23.1.

Category C

27.6 Employees in this category will remain on the incremental salary structure set out in Part 4 of Schedule C until

- (a) they reach the top pay point for their classification set out in that Part; or
- (b) any of the other events specified in the Revised Single Salary Spine Policy occurs,

at which time they will transition to the single salary spine set out in Part 3 of Schedule C.

27.7 Further information about the single salary spine, including translation to that structure, can be found in the Single Salary Spine Policy.

Bonuses

- 27.8 An employee will be paid a bonus at the end of a financial year if:
- (a) ActewAGL determines that the employee met the requirements of their position description during the financial year;
 - (b) ActewAGL determines that the employee met the targets specified in their PPDP; and
 - (c) the employee achieves a rating of 3, 4 or 5 under their PPDP.
- 27.9 If an employee satisfies the requirements set out in clause 27.8, the bonus amount will be:
- (a) if the employee achieved a PPDP rating of 3 - \$250;
 - (b) if the employee achieved a PPDP rating of 4 - \$1,000; or
 - (c) if the employee achieved a PPDP rating of 5 - \$2,000.
- 27.10 Further information about bonuses can be found in the Single Salary Spine Policy.

28 Salary Progression

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

- 28.1 For employees working under competency-based pay arrangements, each classification level is linked to the attainment of particular competencies.
- 28.2 An employee will be classified based on an assessment of their competency level.
- 28.3 An employee will not be promoted to a higher classification until they have demonstrated to ActewAGL's satisfaction that they meet the full requirements of the higher skill level, and have obtained the level of competency required.
- 28.4 The training required in order to qualify for particular competencies will be determined in accordance with ActewAGL's competency framework.

28.5 If an employee is promoted in accordance with clause 28.3, the pay increase will be effective from the date on which the required competency is achieved by the employee and becomes available for use. If the assessment time from when claim to be assessed has been submitted exceeds one month, and the competency is subsequently achieved, the effective date of pay advancement will be set at the first pay day one month after the initial submission of the successful claim.

Employees working under Work Level Descriptor pay arrangements (Category B)

28.6 The classification for these employees (at Schedule C, part 3) are linked to the Work level descriptors specified in the revised single salary spine procedure

28.7 Each employee is classified by evaluating their position descriptions against the work level descriptors.

28.8 An employee may move upwards within salary bands if their position changes sufficiently to meet the requirements of the work level descriptors for movement to the upper zone of each salary band.

28.9 The training required to enable employee to qualify for movement within bands or between bands will be identified in their PPDP.

28.10 Payment for promotion will be approved by the relevant general manager and will be effective from the first pay day after the date on which the promotion is approved.

Employees not on competencies working under incremental pay arrangements (Category C)

28.11 The classifications of these employees at Schedule C (Part 4) are determined by an evaluation of the positions description against the Mercer Cullen Egan Dell Job evaluation methodology.

28.12 Employees move to higher increments within each salary band on the basis of an assessment of their performance at least one month before their next increment is due.

28.13 When these employees reach the highest increment of their classification they will transition at the pay level of the highest increment to the relevant classification at Schedule C (Part 3).

28.14 Further information about salary progression can be found in the Single Salary Spine Policy.

28A Review of Salary Progression of Category B employees who are classified at Schedule C3 of this Agreement.

- 28A.1 The parties to this agreement commit to reviewing during the life of this Agreement the method of salary progression at Clauses 28.8, 28.9 and 28.10 that apply to Category B employees who are classified at Schedule C3 of this Agreement.
- 28A.2 A Steering Committee comprising management and union representatives will prepare options for staff to consider and recommend a revised method of progression for implementation within ActewAGL. ActewAGL will provide dedicated resources and administrative support to the steering group.
- 28A.3 The review and recommendations are to be provided within a report to the ActewAGL Executive endorsed by the Steering Committee no later than 12 months after the implementation of the EBA.
- 28A.4 When a method of salary progression is agreed by the parties a variation to the Agreement will be voted on by the employees covered by this Agreement and if approved by a majority of these staff an application will be made to Fair Work Australia to vary the Enterprise Agreement.

29 Mixed Functions (Higher Duties) Allowance

- 29.1 An employee:
- (a) who occupies a position classified in Schedule C to this Agreement; and
 - (b) who is requested by ActewAGL to undertake the duties of a higher classification for one day or longer,
- will be paid at the base rate of that higher classification on a pro-rata basis for that period.
- 29.2 Where a position has been filled by an employee in an acting position for three months and it can be determined that the position being filled is a continuing one, then the position shall be advertised within or outside ActewAGL.
- The advertising of the position shall take effect no later than three months from the date it was first filled on a continuous acting basis.
- Nothing in this clause shall distract from ActewAGL's obligation to advertise a position once it is determined that such a position is a permanent one.

29.3 For further information on the implementation of higher duties refer to the Corporate Procedure 7.15P6 "Staff Movements".

30 Electrical Licence allowance

30.1 Any electrical tradesperson who:

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

will be paid an electrical licence All Purpose Allowance of \$28.82 per week.

31 Reimbursement for Use of Private Vehicle

31.1 If an employee uses their private vehicle for work purposes in accordance with Corporate Procedure 9.1P11 "Local travel - use of private vehicle", the employee may submit a claim for reimbursement. Reimbursement will be provided at the applicable rates set by the Australian Taxation Office.

32 Business Travel

Principles

32.1 Official travel should be at no personal expense to employees, and should not result in employees making a financial gain.

32.2 Travel arrangements should be:

- (a) the most economical for ActewAGL, taking into account the nature and purpose of the travel; and
- (b) designed to meet the needs of the traveller.

32.3 In determining whether a business travel expense reimbursement claim is reasonable, managers should consider the purpose, specific circumstances and total costs of trips, including accommodation, taxi fares, meals and other relevant costs.

Accommodation

- 32.4 In normal circumstances, the standard of accommodation booked by employees for business travel should not be higher than a four star hotel offering government or corporate discount rates.
- 32.5 Where an employee is attending a conference held at a hotel and it is appropriate for the employee to stay at that venue, ActewAGL will pay for actual cost of accommodation at that hotel.
- 32.6 If an employee chooses to stay with colleagues, family or friends, they will not receive reimbursement in respect of accommodation costs. However, the employee may be reimbursed for other reasonable expenses actually incurred provided that this results in ActewAGL incurring a lower cost than if the employee was reimbursed for accommodation costs.

Meal and Incidental Allowances

- 32.7 Subject to clause 32.9, any meal and other incidental allowances paid by ActewAGL will be set in accordance with the rates determined by the Australian Taxation Office from time to time.
- 32.8 If there is no applicable ATO rate, the amount of the allowances will be as follows:
- (a) \$25.04 for breakfast;
 - (b) \$25.04 for lunch;
 - (c) \$37.56 for dinner; and
 - (d) \$18.78 per day for incidental expense.
- 32.9 If the applicable ATO rate is less than the corresponding amount set out in clause 32.8 above, ActewAGL will pay the corresponding amount.

33 Salary Sacrifice

General

- 33.1 Under this Agreement, salary sacrifice for the purposes set out in clauses 33.7 to 33.10 is available to all employees. Salary sacrifice allows an employee to elect to receive benefits in lieu of salary.
- 33.2 Salary sacrifice arrangements are subject to changes in relevant legislation and ActewAGL is not responsible for the outcomes of such changes.

- 33.3 Employees can salary sacrifice up to 100% of their remuneration package subject to applicable superannuation legislation.
- 33.4 Employees contemplating entering salary sacrifice arrangements, other than for utility charges, should seek independent financial advice before entering these arrangements.
- 33.5 Employees are responsible for the payment of any Fringe Benefits Tax which applies to a salary sacrifice arrangement.
- 33.6 Where an employee's net salary is reduced through a salary sacrifice arrangement, the employee's salary for the purposes of:
- (a) calculating superannuation contributions;
 - (b) payout of leave as part of an employee's final pay; and
 - (c) calculating leave,
- will be the salary that would have been paid to the employee in the absence of salary sacrifice.

Electricity, Water, Sewerage and Gas Services

- 33.7 ActewAGL will provide facilities for employees to salary sacrifice payment of their personal electricity, water, sewerage and gas services accounts held with ActewAGL.

Superannuation

- 33.8 Employees are able to salary sacrifice additional superannuation contributions into any superannuation fund which complies with requirements set out in clause 34 below.

Novated Leasing of Vehicles

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

34 Superannuation

- 34.1 Employees are entitled to superannuation in accordance with the relevant Commonwealth legislation.
- 34.2 If an employee was employed by ACTEW Corporation Ltd before 1 July 1999 and is a member of CSS, PSS or AGEST, ActewAGL will make superannuation contributions in accordance with the relevant fund rules and applicable legislation.

34.3 Employees who started with:

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

will have employer contributions paid at the following percentages of their salary at Schedule C:

- 1) With effect from 1 July 2011 – 10%
- 2) With effect from 1 July 2012 – 11%
- 3) With effect from 1 July 2013 – 12%

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

34.5 Should ACTEW Corporation and/or ActewAGL change ownership, or otherwise change legal status during the life of this Agreement, conditions within Schedule D will apply.

35 Income protection

35.1 ActewAGL will provide employees with income protection insurance cover. If ActewAGL cannot obtain this insurance through a third party insurance provider, ActewAGL will provide the insurance itself.

35.2 The insurance will provide any employee who is injured (either at work or otherwise), or who is ill, and unable to work as a result, with payments equal to 100% of the employee's pre-injury weekly earnings for up to two years from the date the employee was first unable to work.

35.3 Payments will commence two weeks after the date the employee was first unable to work. During the first two weeks, the employee may take sick leave or other paid or unpaid leave.

35.4 Employees aged over 65 will be covered for:

- (a) Accident up to age 70 with a maximum benefit of two years from the date the employee was first unable to work due to the accident, and

- (b) Sickness up to age 70 with a maximum benefit of 26 weeks from the date the employee was first unable to work due to the illness.

35.5 Subject to clause 35.6, payments will continue to be made even if the employee ceases to be employed by ActewAGL after the date on which the injury or illness is diagnosed.

35.6 Payments will cease when:

- (a) the employee receives medical clearance to return to work;
- (b) the employee retires, provided that the retirement is not due to the injury or illness which gave rise to the claim;
- (c) the employee commences full time employment elsewhere, or the employee dies.

35.7 If an employee receives payment as a result of a workers' compensation claim or a claim made under transport accident legislation, the only benefits available under the income protection insurance will be payments to top up any shortfall between income received under the workers compensation/transport accident legislation claim and the employee's pre-injury weekly earnings.

35.8 For the purpose of determining the shortfall referred to in clause 35.7, pre-injury weekly earnings means the employee's average weekly earnings (including overtime, shift loadings and allowances) averaged over:

- (a) the 12 months preceding the disablement; or
- (b) if the employee has been employed by ActewAGL for less than 12 months – the employee's period of employment with ActewAGL.

35.9 If an employee returns to work on reduced hours or in a reduced capacity, the income protection payments will be the difference between the employee's reduced income and pre-injury weekly earnings.

35.10 To be eligible for receipt of benefits in accordance with this clause, an employee must:

- (a) fully participate in all relevant rehabilitation and return to work programs; and
- (b) comply with all other applicable conditions in accordance with the insurance policy.

35.11 Any period of leave during which an employee receives payment under this clause, will count as service for all purposes.

35.12 Any payments that would otherwise be made to an employee while they are on paid sick leave will cease for any period during which the employee receives income protection payments.

G HOURS OF WORK

36 Standard Hours of Work

- 36.1 The standard hours of work for a non-shift worker will be worked between the hours of 6.00am and 6.00pm, Monday to Friday inclusive.
- 36.2 An employee's ordinary times of commencement and cessation of duty within the span of his or her standard hours of work will be determined by ActewAGL in consultation with the employee.
- 36.3 Employees will be required to commence work at locations in the Australian Capital Territory and surrounds (eg Googong Water Treatment Plant) as reasonably directed by their supervisors.
- 36.4 If an employee will be unable to attend for duty at their normal starting time, the employee must notify their supervisors of this within two hours of their normal starting time.
- 36.5 In developing work rosters, and in particular rosters which contain shifts in excess of eight hours and up to twelve hours, regard will be had to the safety and health of employees.
- 36.6 The parties bound agree to continue discussion on **annualised salaries** during the term of this Agreement. For the purpose of determining an appropriate salary the agreed principles relating to annualised salaries are provided in the paper titled "Annualised Salary principles" tabled at the SBU in the corporate document management system.

Flexible Standard Hours

- 36.7 To facilitate employee work life balance, an employee who is not a shift worker may vary the times at which they start and end their standard hours of work provided that their standard hours are worked within the 6am to 6pm bandwidth. Working of flexible standard hours is subject to the following conditions:
- (a) the employee must work the number of standard hours per week that apply to their position;
 - (b) flexible standard hours may be requested by an employee and must be approved in writing by the employee's manager or supervisor;
 - (c) approval will be subject to operational requirements and business efficiency;

- (d) a manager or supervisor may, in giving their approval, impose conditions which limit the flexibility (for example by requiring the employee to work set core hours);
- (e) if this clause 36.7 or any flexibility arrangement implemented pursuant to this clause, is inconsistent with another clause contained in this Agreement, the other clause will prevail;
- (f) an employee's manager or supervisor may revoke an approval to work flexible standard hours in order to meet operational requirements or business needs, by giving the employee four weeks notice.

37 Meal breaks

- 37.1 An employee who works on a 12 hour shift roster will be provided with two paid meal breaks of 20 minutes duration. The first meal break will be provided within five hours of the commencement of the shift.
- 37.2 There are no fixed start and finish times for meal breaks. Work crews will stagger the time of taking meal breaks to meet operational requirements and avoid interruption to operations.
- 37.3 An employee who works on a roster, other than a 12 hour shift roster, outside the 6:00am to 6:00pm span of standard hours will be provided with a paid meal break of 30 minutes.

38 Rest Breaks After Overtime

- 38.1 If an employee is required to work overtime or is called out for three hours or more, either continuously or in broken periods, between midnight and their scheduled start time on the same working day, the employee will be released from duty, without loss of pay, until they have had nine consecutive hours off duty.
- 38.2 An employee may resume work without having nine consecutive hours off duty if the employee's supervisor determines that the employee is fit to remain at work and will be able to work safely. If this occurs, the employee will be paid at double their standard rate until they are released from duty for nine consecutive hours (inclusive of travelling time). These arrangements are subject to the ruling that when an employee has been working for 16 hours they will cease work.
- 38.3 An employee's supervisor may direct an employee to take a rest break before recommencing normal duties without loss of pay for standard working time if the supervisor considers that it would be unsafe for an employee to carry out their normal duties safely due to the amount of overtime and/or call-outs completed by the employee outside their standard hours of work.

39 Hand-over

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

40 Additional Hours

- 40.1 For the purposes of this clause, overtime has the meaning given in clause 21 of the Award.
- 40.2 An employee classified :
- (a) at or below the top pay point of ActewAGL Level 4 in Part 3 of Schedule C or
 - (b) below Senior Officer Grade C (see Part 4 of Schedule C),
- will be paid overtime at the rate of:
- (c) time and half for the first two hours of overtime worked Monday to Friday
 - (d) double time for any additional hours of overtime worked, Monday to Friday; and
 - (e) double time for any overtime worked on Saturdays and Sundays.
- 40.3 The level of remuneration provided to employees classified in classifications:
- (a) above the top pay point of Band 4 in Schedule C(Part 3); and
 - (b) at or above Senior Officer Grade C (see Part 4 of Schedule C),
- including salary, allowances and other benefits, reflects an expectation that these employees will be required to work reasonable additional hours over and above the standard hours of work as specified in clause 36 on a regular basis. Additional hours of work, over and above the standard hours of work as specified in clause 36, are recognised and compensated through time off in lieu of extra hours worked by agreement with their supervisor.

41 48/52 Flexible Work Scheme

- 41.1 The 48/52 flexible work scheme is to be available to all employees covered by this Agreement.
- 41.2 ActewAGL must approve a particular employee participating in the 48/52 flexible work scheme. In deciding whether to give its approval, ActewAGL will take into account operational requirements and increased flexibility options and choice for the employee.
- 41.3 An employee working in accordance with this arrangement will receive 48/52 of their annual salary across the 52 week period and will have access to an additional 20 days leave per annum which will accrue progressively during the year.
- 41.4 The additional leave must be rostered and taken at a time or times that does not disrupt customer service.
- 41.5 An application to participate in the 48/52 flexible work scheme will be treated as an application for fractional time appointment. Employees participating in the 48/52 flexible work scheme will be required to enter into an administrative arrangement with ActewAGL to receive their reduced annual salary in 26 equal instalments.
- 41.6 The term of an employee's participation in the 48/52 flexible work scheme must be agreed by the employee and ActewAGL management. However, the minimum term will usually be one year, and the total term will usually be multiple consecutive six month periods. The employee or ActewAGL may vary the agreed term by agreement providing the other party with three months notice.
- 41.7 Employee participation in the scheme is optional. No employee currently employed on a full time basis will be required to work according to the 48/52 flexible work scheme, or transferred to another position to enable the 48/52 flexible work scheme to be implemented.
- 41.8 This clause does not preclude an employee from being granted periods of leave of greater or lesser than 20 days by arrangement with their Manager. Employees who do seek greater or lesser periods of leave will be informed of the impact of this leave on their entitlements and salary before leave is approved.
- 41.9 Additional leave accrued as a result of the employee's participation in the 48/52 flexible work scheme should generally be taken by the employee prior to them ceasing to participate in the scheme. However, in exceptional circumstances, ActewAGL may agree to pay out any accrued unused 48/52 leave when the employee ceases to participate in the scheme.

42 On-call allowance

42.1 Any employee who participates in an authorised "on-call" roster will be paid an on-call allowance per day that they are rostered to be on call.

(a) With effect from the from the 1 July 2011 - \$55.35 per day

(b) With effect from the 1 July 2012 - \$57.56 per day

(c) With effect from the 1 July 2013 - \$59.86 per day

42.2 The on-call allowance will not be taken into account in calculating any other payments for under this Agreement.

42.3 Extra annual leave will be granted to on call employees in accordance with clause 46.

42.4 Employees rostered on call on a public holiday will be paid an on call allowance of \$100 for the public holiday.

43 Payment for call out

43.1 A call out commences when an on call employee is recalled to work and ends when the employee arrives home at the end of the call out.

43.2 If during a call out, the employee receives a further call or calls to perform work, this work will form part of the first call out.

43.3 Each call out will stand alone for the purposes of calculating call out payments.

44 Time Off in Lieu

44.1 All employees covered by this Agreement are eligible for time off in lieu in accordance with clauses 44.2 to 44.7 of this clause 44.

44.2 An eligible employee may take time off in lieu of payment for hours worked in excess of their standard hours, provided that they obtained their supervisor's prior approval to work those additional hours.

44.3 Subject to clause 44.4, accrued TOIL may be taken at a time agreed to by the employee and their supervisor or manager.

44.4 An employee's TOIL accrual must not exceed three days at any time. If an employee's TOIL accrual reaches three days, ActewAGL will direct the employee to use some or all of their accrued TOIL at a time which is convenient to the employee and which does not have an adverse impact on the operational needs of the business.

44.5 TOIL must be taken as a half day or a full day within three months of the employee accruing a half or full day's TOIL. Otherwise, the accrued TOIL will be paid out.

44.6 TOIL will accrue on an hour for hour basis.

44.7 If TOIL is paid out, it will be paid at the rate (or rates) at which the overtime would have been paid if the employee was eligible to receive overtime penalty rates.

45 Use of Company Vehicles

Home Garaging for Field Workers

45.1 An employee's Divisional Head may approve the employee garaging an ActewAGL vehicle at the employee's home.

45.2 Any approval will be conditional on the employee starting and finishing work at the relevant site at the prescribed starting times and finishing times for the particular job. Division Heads may permit individuals to utilise the vehicle for minor private excursions where this is consistent with operational efficiency.

This permission shall be given by the Division Head, in writing, to individual employees so that they are covered by ActewAGL's insurance policy while in the vehicle. Use form 9.1 P4 F2 – Application to use an ActewAGL Vehicle for Minor Private Excursions.

Only the employee having the approval to home garage the vehicle is permitted to drive the vehicle during minor private excursions and only the employee's immediate family are to be passengers whilst the vehicle is being driven by the employee.

The driver shall observe all relevant road regulations at all times.

45.3 Any employee who is found to have abused a home garaging arrangement, including by not starting or finishing on site at the prescribed times without ActewAGL's prior approval, will be subject to disciplinary procedures.

45.4 In the event of a dispute arising in relation to the application of home garaging, either the employee or ActewAGL may raise a dispute in accordance with clause 71.

Use of Leased Vehicles

45.5 The conditions governing the use of leased vehicles are set out in Corporate Procedure 9.1 P3.

Home Garaging for Non-Field Staff

45.6 The conditions governing home garaging for non-field staff are set out in Corporate Procedure 9.1 P4.

H LEAVE

46 Annual Leave for certain on-call employees

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

46A Annual Leave

- 46A.1 Notwithstanding clause 23.1 of the Award, all employees will accrue annual leave from the date their employment with ActewAGL commences.

47 Entitlement to cash out annual leave

- 47.1 An employee may elect to take payment in lieu of annual leave, subject to the following conditions:
- (a) the employee may only cash out once during the operative period of this Agreement;
 - (b) the cashing out must be documented in a separate agreement in writing between the employee and ActewAGL as required at section 93(2) (b) of the Fair Work Act 2009;
 - (c) the employee must be paid at least the full amount that would have been payable to the employee had they taken the leave that they have cashed out;
 - (d) the employee has taken two weeks of annual leave during the 12 months prior to the employee applying for the cashing out; and

- (e) only if, after the cashing out, the employee's remaining accrued entitlement to paid annual leave will be four weeks or greater.

48 Sick leave

- 48.1 Notwithstanding clause 25.3 of the Award, an employee who is absent on sick leave for a continuous period of three of the employee's standard or rostered work days must provide ActewAGL with a medical certificate.
- 48.2 ActewAGL will accept a statutory declaration to support a sick leave claim if the employee cannot provide a Doctor's certificate.
- 48.3 In addition to the entitlements of all employees to 110.25 hours sick leave per annum at clause 25.4.1 of the ACTEW Corporation Award, from the effective date of this agreement employees rostered on 12 hour shifts will be granted 120 hours sick leave per annum.

49 Carer's Leave

- 49.1 In addition to the purpose prescribed in clause 26.1 of the Award, an employee may also use their sick leave to provide care and support for a member of the employee's household who required support because of a personal illness, or a personal injury, affecting the member, or an unexpected emergency affecting the member.
- 49.2 Notwithstanding clause 26.2 of the Award, if an employee takes carer's leave, their manager may decide not to require the employee to provide evidence in support of the absence.

50 Bereavement Leave

- 50.1 In addition to the purpose prescribed in clause 28.1 of the Award, an employee is also entitled to a maximum of two days compassionate leave when:
 - (a) a member of the employee's immediate family contracts or develops a personal illness that poses a serious threat to his or her life, or sustains a personal injury that poses a serious threat to his or her life; or
 - (b) a member of the employee's household contracts or develops a personal illness that poses a serious threat to his or her life, sustains a personal injury that poses a serious threat to his or her life, or dies.

50.2 Notwithstanding clause 28 of the Award, an employee's manager may authorise an employee to take a period of bereavement leave which exceeds three days.

51 Professional Development Leave

51.1 Subject to clause 51.2, an employee will be entitled to five hours leave per month on full pay to attend professional development programs.

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

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

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

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

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

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

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

52 Leave to obtain financial advice

52.1 Each employee (other than a casual employee) will be entitled to take paid leave of up to one standard working day per year to attend meetings for the purpose of receiving financial advice.

52.2 The granting of this leave will be subject to the approval of the employee's supervisor, taking into account operational requirements.

52.3 A supervisor will refuse to approve a leave request if the employee does not provide them with evidence of each meeting including the time of the meeting, estimated duration and suburb where it will be held.

53 Long Service Leave

- 53.1 Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1976* (ACT) (**LSL Act**).
- 53.2 If ActewAGL retains an employee in its service for a minimum of ten years continuously then that employee shall be entitled to three months leave of absence for the ten completed years of service. Pro-rata long service leave may be taken after seven years continuous service or paid out on resignation after seven years continuous service.
- 53.3 Employees will receive an additional nine calendar days for each completed year of service after their initial ten year period.
- 53.4 Each period of absence on long service leave (whether on full or half pay) must be a minimum of 12 consecutive calendar days.
- 53.5 ActewAGL will grant long service leave:
- (a) if requested by an employee as soon as practicable after an employee becomes entitled to the leave, having regards to the needs of the business; or
 - (b) if ActewAGL and the employee agree – at another time or times.
- 53.6 If a public holiday or award holiday falls during a period of long service leave taken by an employee, the period of leave will be extended by one day for each such holiday.
- 53.7 Pro-rata payment of long service leave may be made after at least one year's service has been completed where an employee's employment ceases due to retrenchment, ill health, on death or retirement and ceasing employment after reaching age 55.
- 53.8 Long service leave may be taken on full pay or half pay taking into account the operational requirements of the employee's Division and Branch.
- 53.9 If an employee becomes ill during a period of long service leave the employee will be granted sick leave provided that ActewAGL is provided with a medical certificate. If sick leave is granted, the employee's long service leave will be extended by a period equal to the period of sick leave.
- 53.10 If an employee is granted bereavement leave of at least one day while on long service leave, the employee's long service leave will be extended by a period equal to the period of bereavement leave.

54 Parental leave

- 54.1 The entitlements provided for in this clause 54 are additional to the entitlements contained in Part 2-2 Division 5 of the *Fair Work Act 2009*.
- 54.2 An employee is only eligible for the maternity, paternity and adoption leave (Parental Leave) entitlements contained in this clause 54 if they have completed 12 months continuous service (as defined in section 22 of the *Fair Work Act 2009*) with ActewAGL.
- 54.3 An employee with less than 12 months continuous service may apply for leave without pay.
- 54.4 An employee returning to work after the expiration of parental leave will be entitled to the job which they held immediately before proceeding on parental leave. Where the job no longer exists, the employee will be placed in an available position for which the employee is nearest in status and pay to the pre-parental leave position.
- 54.5 Once parental leave has commenced, the employee may shorten the period of leave by giving ActewAGL written notice at least 12 days in advance.
- 54.6 During a period of unpaid parental leave of:
- (a) 127 hours or less - the employee will continue to accrue sick, recreation and long service leave; and
 - (b) more than 127 hours - sick recreation and long service leave entitlements will not accrue for the total period of the unpaid absence.
- 54.7 An employee should provide ActewAGL with notice of intention to take parental leave as early as possible, and at least 4 weeks prior to the expected start of leave. However, if this is not practicable, the employee must give ActewAGL notice as soon as practicable.
- 54.8 The entitlements provided for by the *Paid Parental Leave Act 2010* are additional to the entitlements contained in this Agreement.

Adoption leave

- 54.9 An employee who provides ActewAGL with evidence that they have adopted a child aged up to five years will be entitled to take:
- (a) up to 514.5 hours (14 weeks) paid leave; and
 - (b) a maximum of 38 weeks unpaid adoption leave.

This leave should commence no later than 6 weeks after the placement of the child.

54.10 An employee who takes adoption leave in accordance with this clause 54 may be granted periods of recreation leave and/or long service leave to be taken in conjunction with paid/unpaid adoption leave, provided that this does not result in the employee being absent from work for more than 12 months.

Note: This does not affect the ability of an employee who utilises their unpaid parental leave entitlement under the National Employment Standards (as opposed to the entitlement contained in this clause 54.9) to request an extension of that unpaid leave in accordance with the NES.

54.11 Paid adoption leave may be taken on full pay or half pay.

54.12 Any public holiday which falls during a period of paid adoption leave will be counted as part of the paid adoption leave period, and the period of paid adoption leave will not be extended.

Maternity Leave

54.13 An employee who produces a certificate from a registered medical practitioner stating that she is pregnant and specifying the expected date of delivery:

- (a) will be granted maternity leave on full pay for a period of 514.5 hours (14 weeks). The period of 514.5 hours leave will commence 6 weeks prior to the expected date of delivery unless the employee provides written documentation from her medical practitioner to certify the time to which she may work safely, or the birth occurs more than 6 weeks prior to the expected date of delivery; and
- (b) may be granted periods of recreation leave and/or long service leave to be taken in conjunction with paid maternity leave and/or leave without pay following paid maternity leave, provided that this does not result in the employee being absent from work for more than 12 months.

Note: This does not affect the ability of an employee who utilises their unpaid parental leave entitlement under the National Employment Standards (as opposed to the entitlement contained in this clause 54.13) to request an extension of that unpaid leave in accordance with the NES.

54.14 An employee may elect to spread payment for the period of paid maternity leave (if eligible) over a period of up to 1029 hours at half pay.

54.15 Any public holiday which falls during a period of paid maternity leave granted in accordance with clause 54.13 will be counted as part of the

paid maternity leave period, and the period of paid maternity leave will not be extended.

54.16 Where an employee gives ActewAGL a medical certificate from a registered medical practitioner that states that the employee is fit for work, but that it is inadvisable for her to continue in her present position during a stated period (risk period) because of:

- (a) illness, or risks arising out of her pregnancy; or
- (b) hazards connected with that position,

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

54.17 If the employee's pregnancy ends before the end of the risk period, the risk period ends when the pregnancy ends.

54.18 If an employee prior to commencing maternity leave;

- (a) suffers a pregnancy-related illness; or
- (b) suffers a miscarriage or their child is still born;

the employee will be able to take sick leave.

54.19 Employees returning from Maternity leave who hold a full time position are entitled to work part time for a period of time not exceeding 3 months. If an employee wishes to work part time for longer than 3 months they must apply to their manager in accordance with the "Requests for Flexible Working arrangements" at section 65 of the Fair Work Act 2009.

Paternity Leave

54.20 An employee who provides ActewAGL with a statutory declaration declaring that he is the father of, or has accepted responsibility for the care of, a child, will be granted:

- (a) one week of paid leave for the purpose of caring for the child and/or the child's mother; and
- (b) 51 weeks of unpaid paternity leave, which may be taken in no more than two periods.

54.21 The unpaid paternity leave must:

- (a) commence not later than:
 - (i) 1 week prior to the expected date of the birth/placement of the child; or
 - (ii) 12 months after the birth/placement of the child; and
- (b) not be taken later than 18 months after the child's birth/placement.

Note: This does not affect the ability of an employee who utilises their unpaid parental leave entitlement under the National Employment Standards (as opposed to the entitlement contained in this clause 54.21) to request an extension of that unpaid leave in accordance with the NES.

55 Other leave

55.1 General Managers will grant paid leave for employees to:

- (a) undertake Defence reserve training/duty; and
- (b) undertake jury service.

55.2 General Managers may grant paid leave for other purposes including, but not limited to, the following:

- (a) leave to attend as a witness in legal proceedings;
- (b) emergency leave for duty with emergency services;
- (c) emergency leave for disasters; and
- (d) leave for the purpose of donating blood, bone marrow and/or organs.

55.3 This clause 55 is in addition to the entitlement to take eligible community service activities in accordance with Division 8 of Part 2-2 of the *Fair Work Act 2009*.

55.4 General Managers may also grant leave without pay.

55.5 Excess Annual Leave

Employees must reduce their annual leave balances to 8 weeks if a day worker or 10 weeks if a shift worker by July 1 each year after receiving notification to do so from HR in January each year. In exceptional circumstances an employee may request an exemption in order to hold a

higher leave balance beyond July 1 for a specific purpose such as an extended holiday.

56 Unauthorised Absence

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

56.2 Abandonment of employment is addressed in clause 13 of the Award.

I TRAINING AND DEVELOPMENT

57 General

- 57.1 A skilled and trained workforce is necessary to achieve competitive advantage. Employee development is provided through the Personal Performance Planning & Development (PPPD) process and competency programmes. Training and development within ActewAGL includes both on-the-job training including acting in higher positions and external courses.
- 57.2 To encourage employees to progress through an appropriate career path and beyond, ActewAGL will provide employees with reasonable training assistance. Training will be undertaken on both ActewAGL's and employees' time, recognising that training is necessary for personal development and to achieve current or future organisational objectives.
- 57.3 To effectively coordinate training requirements, personal development plans will be produced for all employees. These plans will be developed jointly between employees and management. The development plans should:
- (a) be regularly reviewed and updated as part of an ongoing performance management process; and
 - (b) reflect the operational needs of the employee's Division and the employee's development needs.
 - (c) the PPDP must be reviewed six monthly and evaluated annually.
- 57.4 On-the-job training is critical and, accordingly, employees will be expected to assist and train/mentor other colleagues to enable them to perform all necessary tasks and operate equipment.
- 57.5 Management is responsible for making available appropriate resources and opportunities to meet identified training needs.
- 57.6 Further information about the PPPD process and individual performance development plans can be found in the Personal Performance Development Plan Policy.
- 57.7 The supervisor or manager through discussion with the employee will identify the learning needs, competency development and appropriate training options using the PPDP process.

57A Competency Framework

57A.1 Scope

This framework relates to all competency agreements within ActewAGL. All the nationally endorsed competency programs are bound to the requirements detailed within our Registered Training Organisation status.

57A.2 Review

A joint committee of the parties (Steering Committee) will meet two monthly or as required to monitor and review the implementation of the appropriate competency matrix in the Divisions where competencies are used as the basis for training and advancement.

The review committee is responsible for:

- (a) the joint resolution of any unforeseen difficulties arising from the implementation of the framework,
- (b) making recommendations in relation to payment arrangements for competencies
- (c) monitoring and direction of training and assessment systems and processes,
- (d) reviewing, updating and maintaining related competency documentation including new assessment materials.

The parties agree to align competencies with the relevant nationally endorsed training packages where this is appropriate and to amend the agreed competencies contained within the appropriate matrix as required.

57A.3 Assessment

Assessment is the process of collecting and presenting evidence in order to make informed judgements as to whether a specified unit of competency has been achieved in line with the performance criteria.

An effective assessment process relies on the collection of sufficient information. Although the processes for the gathering of evidence will vary, three primary approaches are recommended.

Sampling

- (a) Evaluation of a simulated process or product
- (b) Skill tests aligned to work activity
- (c) Examination of finished processes or products

Observation

- (a) Evaluation of process or product
- (b) Management of changing context and requirements
- (c) Interaction with related work activities

Evidence of Prior Performance

- (a) Collection of indirect evidence including certificates or attainment from elsewhere, formal project appraisals, supervisor/referees' reports.

These assessment systems are not mutually exclusive and in any instances, the most appropriate method may be a combination of all three approaches.

Additional assessments processes must satisfy the requirements for recognition of current competency. Currency has two dimensions:

- (a) Currency in terms of technology and/or process;
- (b) Currency in terms of recency of application.

The parties agree that if there has been a recent and quantum change in technology, then evidence of actions before such a change is unlikely to reflect the required competency. Similarly, if the individual claiming competency has not performed/applied the competency for extensive periods of time then documentary evidence would not suffice as a basis for assessment and re-assessment would be required.

When assessing competency each unit should ensure that:

- (a) the individual satisfies the requirements in terms of underpinning knowledge and skills so that their ability to transfer the competency to differing circumstances may be reasonably inferred.
- (b) The individual is competent to safely perform the practical applications required.

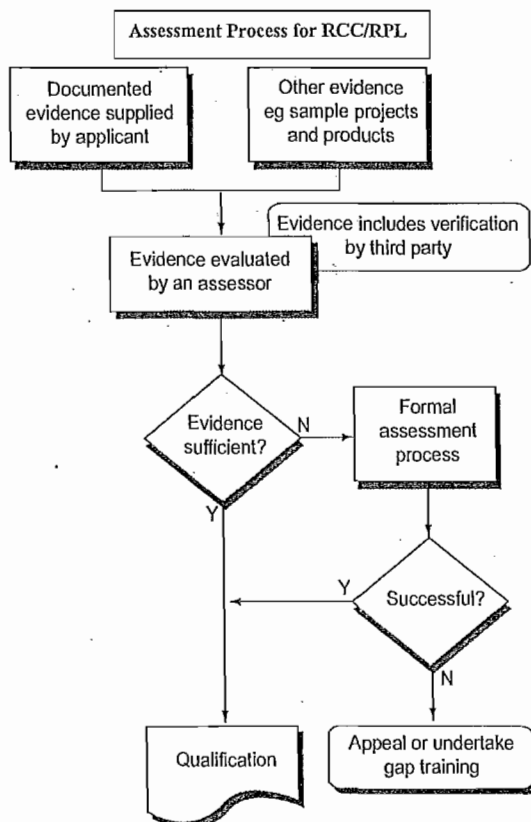
Employees shall undertake at the request of ActewAGL any of the tasks for which they have been assessed as competent, which includes lower level competencies as required.

Additional assessment principles are detailed in the appropriate endorsed training package assessment guidelines. These include the appropriate level of qualifications required for assessors, the appeal process for re-assessment and the principles of recognition of prior learning.

The parties agree that if there has been a recent and quantum change in technology, then evidence of actions before such a change is unlikely to reflect the required competency. Similarly, if the individual claiming competency has not performed/applied the competency for extensive periods of time then documentary evidence would not suffice as a basis for assessment and re-assessment would be required.

57A.4 Recognition of Prior Learning and Current Competency

ActewAGL recognises that competencies can be attained a number of ways, including any combination of formal or informal training and education, work experience, or general life experience. To grant RCC or RPL the assessor must be confident that the candidate is currently competent against the endorsed package and the evidence of competency is authentic, valid, reliable, current and sufficient. Anyone wishing to apply for RCC or RPL is required to complete a competency claim form including any relevant documentation in support of his or her claim.



57A.5 Classifications

Classification levels commensurate with attainment of appropriate competencies are given in Schedule C of this agreement.

Where an employee has been assessed as competent to utilise the appropriate competency, the employee shall be classified in accordance with the relevant matrix. In seeking upward classification, an employee shall be required to demonstrate that he/she meets the full requirements of the higher skill level, and has obtained the level of competency required.

Pay advancement, if the two aforementioned criteria have been met, will be effective from the first payday after the date of the required competency being achieved and being available for use. If the assessment time from when claim to be assessed has been submitted exceeds one month, and the competency is subsequently achieved, the effective date of pay advancement will be set at the first payday one month after the initial submission of the successful claim

The above outlined progression supersedes all prior pay arrangements and is not based on annual incremental advancement which does not apply to staff under competency based pay agreements.

58 Apprentices and Dedicated Training Positions

- 58.1 ActewAGL is committed to bringing apprentices and trainees into the organisation to replace employees who resign or retire, provided that there is a demonstrated business need to do so.
- 58.2 ActewAGL will consult with the unions covered by this Agreement regarding the number of apprentices and trainees to be recruited.
- 58.3 Apprenticeships and traineeships will align with national competency standards where such standards are relevant and available.
- 58.4 The pay rates for trainees and apprentices are set out in Part 1 of Schedule C.
- 58.5 ActewAGL supports other forms of entry level intake and training through scholarships, cadetships, graduate engineer rotation programs and tertiary student vacation programs as well as offering work experience placements to secondary students.

J HEALTH, SAFETY AND ENVIRONMENT (HSE)

59 HSE System

59.1 ActewAGL will use the Always Safe programme as the organising framework for its HSE system.

60 Consultation and Notification

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

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

60.2 Where a bona fide HSE issue is involved, ActewAGL and the appropriate authority must be notified

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

61 Rehabilitation

61.1 All parties covered by this Agreement will work together in the rehabilitation process to provide all possible assistance to injured employees to return to gainful employment with ActewAGL as quickly as possible.

61.2 ActewAGL can require an employee to:

- (a) attend an independent medical assessment with an appropriate occupational physician or another registered medical practitioner; and
- (b) obtain a report from the physician which outlines the employee's capacity to perform existing and/or modified duties and provide a copy of this report to ActewAGL.
- (c) ActewAGL will meet the cost of any assessments undertaken and reports obtained in accordance with this clause.

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

62 Inclement Weather Provisions

62.1 ActewAGL will apply the Inclement Weather Provisions at Schedule G of this Agreement.

K TERMINATION OF EMPLOYMENT

63 Notice of Termination by ActewAGL

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

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

63.2 If an employee is over 45 years of age and has completed not less than two years continuous service at the time notice of termination is given, the employee will be entitled to an additional week's notice of termination or payment in lieu of notice.

63.3 The period of notice in this clause does not apply in the case of dismissal for serious misconduct.

63.4 Payment in lieu of the notice will be made if ActewAGL does not require the employee to work out the notice period. ActewAGL may require an employee to work out part of the notice period, and make payment in lieu of the balance of the notice period.

63.5 Any payment in lieu of notice will be calculated based on the employee's full rate of pay (including incentive-based payments and bonuses, loadings, monetary allowances, overtime and penalty rates and any other separately identifiable amounts) for the hours that the employee would have worked had their employment continued until the end of the notice period.

63.6 Clauses 63.1 to 63.5 will not apply to the following groups of employees:

- (a) casual employees;
- (b) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;
- (c) employees engaged for a specific period of time or for a specified task; and

- (d) employees who are voluntarily retrenched (the termination notice entitlement for these employees is provided for in clause 67.6).
- (e) For the purpose of this clause continuous service shall be given the meaning under section 22 of the Fair Work Act.

63A Notice of termination by employee

63A.1 An employee who resigns must provide ActewAGL with the amount of notice specified in clause 63.1 above. However, an employee aged over 45 years is not required to give an additional notice.

63A.2 If an employee fails to give ActewAGL the amount of notice required in accordance with clause 63.1, ActewAGL may withhold from the employee's pay:

- (a) an amount equal to the standard time rate of pay for the period of notice; and
- (b) payment in respect of any leave entitlements that would have accrued during the part of the notice period foregone.

64 Time off during notice period

64.1 Where ActewAGL gives an employee notice, the employee will be allowed up to one day of leave without loss of pay during the notice period for the purpose of seeking other employment.

64.2 This leave must be taken at a time or times agreed to by the employee and ActewAGL.

65 Unused Sick Leave Payout

65.1 An employee who:

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

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

L REDUNDANCY

66 Consultation

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

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

As part of this consultation:

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

66.2 Consultation with the relevant unions will include discussion of:

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

66.3 The discussion referred to in clause 66.2 will take place over a reasonable period of time, having regard to the particular matters under discussion and to the need for potential excess staff situations to be resolved quickly.

66.4 An employee will not, during the four week period following the start of the consultation referred to in clause 66.1(a), be:

- (a) invited to volunteer for retrenchment; or
- (b) formally advised that their position is excess to ActewAGL's requirements.

66.5 Where ActewAGL or a related entity offers an employee whose position has been declared redundant a position with terms and conditions of employment that are substantially similar to and considered on an overall basis no less favourable than the employee's existing position, and the employee declines to accept the position offered then they will not be eligible to receive a retrenchment payment.

66.6 ActewAGL will not provide an employee with redundancy pay under clause 67 or 68 in the circumstances prescribed by section 122 of the Fair Work Act 2009.

67 Voluntary Retrenchment

67.1 Subject to sub-clause 66.4, ActewAGL may, after undertaking consultation in accordance with clause 66, invite employees to volunteer to be retrenched in accordance with this clause.

67.2 Where ActewAGL invites an employee to volunteer to be retrenched, the employee will have one month to advise ActewAGL of his/her decision. ActewAGL will not give the employee notice of retrenchment before the end of this one month period.

67.3 ActewAGL will, in its discretion, decide whether to accept or decline an application for voluntary retrenchment.

67.4 Employees who may be considering voluntary redundancy should seek financial advice prior to making their decision. ActewAGL will reimburse (on production of receipts) up to \$600 per employee for such financial advice.

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

Notice of termination

67.6 If ActewAGL approves an application for voluntary retrenchment, the employee will be given five weeks' notice (or payment in lieu of notice). ActewAGL may require an employee to work for part of the notice period and provide the employee with payment in lieu of the balance of the notice period.

67.7 Any payment in lieu of notice will be calculated based on the salary that the employee would have received had he or she been on recreation leave during the notice period or the unexpired portion of the notice period (as appropriate).

Redundancy pay

67.8 An employee retrenched in accordance with this clause 67 will, on termination, be paid a sum equal to:

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

subject to a minimum payment of 3 weeks salary and a maximum payment of 87 weeks salary.

67.9 For the purpose of calculating any payment under sub-clause 67.8:

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

received by the employee during that 12 month period will be counted as part of the employee's weekly salary.

67.10 If an employee volunteers to be retrenched, and ActewAGL agrees to this, the employee will not be entitled to access entitlements provided for in clause 68.

68 Involuntary Retrenchment

68.1 If an employee is retrenched, other than in accordance with clause 67, they will be entitled to receive a severance payment as calculated in accordance with the table below. The payment will be based on the employee's base rate of pay for their standard weekly hours of work at the time their employment is terminated.

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

25	96 weeks
26	96 weeks
27	96 weeks
28	96 weeks
29	96 weeks
30	96 weeks
31	96 weeks
32	96 weeks
33	96 weeks
34	96 weeks
35	96 weeks
36	96 weeks
37	96 weeks
38	96 weeks
39	96 weeks
40	96 weeks

69 Leave and Expenses to Seek Employment

69.1 An employee will, from the date he or she receives written notice of termination from ActewAGL, be entitled to take leave with full pay to attend job interviews. The amount of leave will be determined by agreement between the employee and their supervisor.

69.2 The employee will be entitled to reimbursement of reasonable travel and incidental expenses incurred in attending an interview, provided that those expenses are not met by the prospective employer.

70 Re-employment

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

M DISPUTE PREVENTION AND RESOLUTION

71 Dispute Prevention and Resolution

71.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

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

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

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

Stage 1

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

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

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

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

Stage 2

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

Stage 3

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

Stage 4

71.10 If the dispute cannot be resolved in Stage 3, the employee or union organiser (as appropriate) will meet with the Director Human Resources (or their delegate) and the relevant General Manager.

Stage 5

71.11 If the dispute cannot be resolved in Stage 4, a party to the dispute may refer it to Fair Work Australia.

71.12 Fair Work Australia will refrain from further dealing with the dispute and dismiss the dispute where the initiating party has applied, or applies, to have the dispute reviewed by a court or tribunal.

71.13 Subject to clause 71.12, Fair Work Australia may deal with a dispute referred to it under 71.11 in two stages:

- (a) Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if Fair Work Australia is unable to resolve the dispute at the first stage, it/they may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

71.14 Subject to any appeal, the parties to the dispute agree to be bound by any decision or direction made by Fair Work Australia in accordance with this clause.

71.15 Each party to the dispute will bear its own costs, including but not limited to, the costs associated with being represented in proceedings before Fair Work Australia.

71.16 While the parties to a dispute are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe;
- (ii) applicable occupational health and safety legislation would not permit the work to be performed;
- (iii) the work is not appropriate for the employee to perform;
or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

72 Discipline Procedure for Misconduct

72.1 Misconduct is when an employee behaves in a way that is a dereliction of duty or is wilful conduct that is unsatisfactory by the standards ActewAGL has a right to expect from employees.

72.2 Examples of behaviour which may be considered as possible misconduct include:

- (a) conduct which is an impediment to the satisfactory performance of the the work of the employee or other employees of ActewAGL;
- (b) failure to comply with a reasonable instruction given by a person in line management of the employee;
- (c) bullying behaviour that may be reasonably perceived as harassing, intimidating, overbearing or physically or emotionally threatening, or other unsatisfactory conduct;
- (d) an action of the employee which is prejudicial to the general health or safety of other employees or members of the public;
and/or
- (e) conduct of the employee that results in a conviction, sentence or other order imposed by a court which restricts the activities of the employee in a manner that constitutes an impediment to the employee carrying out their duties.

General Discipline Procedure for Misconduct

72.3 A clear and effective discipline procedure is fundamental in achieving efficiency, safety and sound employee relations. Disciplinary action is normally only necessary where the informal counselling of an employee has been unsuccessful. The most effective method of correcting inappropriate behaviour is by rewarding or acknowledging appropriate behaviour.

72.4 The following disciplinary procedure shall be applied in the event of an employee's misconduct.

Stages of Discipline

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

Stage 1 - Counselling

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

Stage 2 - First Warning

72.7 Where misconduct is repeated or continues, the employee will be given a formal written warning by management which indicates clearly to the employee:

- (a) what is expected and required of them;
- (b) description of the misconduct;
 - (i) that they must not engage in the misconduct;
 - (ii) what ActewAGL will do to support them; and
 - (iii) what the consequences will be if they engage in misconduct again.

72.8 This warning is to be issued in the presence of:

- (a) the employee's Supervisor or Branch Manager; and
- (b) the relevant union organiser or delegate if requested by the employee.

72.9 In the event that there is no repetition of misconduct for a period of six months, the warning will lapse.

Stage 3 - Final Warning

72.10 This is the final written warning before further action is taken by management. The employee is informed in writing that if, after the completion of an investigation and consultation with the employee's union if requested by the employee, there is a repetition of

misconduct, the employee will be subject to appropriate disciplinary action, which is limited to suspension, demotion, transfer or dismissal.

72.11 This final written warning is also to be given in the presence of:

- (a) the employee's Supervisor or Branch Manager; and
- (b) the relevant union organiser or delegate if requested by the employee.

72.12 In the event that there is no repetition of misconduct for a period of 12 months, the warning will lapse.

Repetition of Misdemeanours After Lapse of Warnings

72.13 Should the employee, through their actions, indicate a failure to improve performance, and appear to be abusing the warning system:

- (a) the situation will then be resolved through discussion between the relevant General Manager, Director Human Resources, relevant employee and, if requested by the employee, the relevant union organiser or delegate; and
- (b) the use of ongoing warnings to the employee will be reviewed.

Degrees of Discipline

72.14 Appropriate disciplinary action must be chosen for each misdemeanour. Different circumstances in each case make it impossible to generalise about which action is appropriate. Listed below however, are some guidelines for the assistance of supervisors.

72.15 **Minor misconduct** - work through all stages of disciplinary process from stage 1, for example:

- (a) continued absenteeism;
- (b) poor time keeping;
- (c) minor breach of safety regulation; or
- (d) leaving workplace without permission.

72.16 **Serious misconduct** - where it may be appropriate to bypass the counselling stage and commence the process at stage 2 or 3, depending on the circumstances. It may be necessary to give a first or last warning to the employee, for example in cases of:

- (a) negligence
- (b) malingering
- (c) abusing or intimidating other members of staff or the public.

72.17 Conduct that might be unlawful - where it may be necessary to proceed to summarily dismiss employee, for example:

- (a) major breach of safety requirements (e.g. deliberate contravention of permit procedures);
- (b) deliberately damaging ActewAGL property and/or personal property;
- (c) fraud (e.g. falsifying documents);
- (d) assaulting other members of staff or the public; or
- (e) theft.

Protective Clothing and Equipment

72.18 All employees must wear and use such protective clothing as is required to ensure safe performance of work. The current arrangements for the quantity issued and its replacement will continue. The Always Safe committees in each area will make recommendations to management on changes to protective clothing and equipment and the quantity to be issued to improve safe performance of work.

72.19 The following disciplinary procedure will apply in situations where employees cannot provide any good reason for not wearing and/or using prescribed clothing and/or equipment.

First Offence:

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

Second Offence:

- (e) the employee will be immediately suspended, without pay, and will not be allowed to resume any duty until he or she is

properly attired with the prescribed protective clothing and equipment for the duties to be performed;

- (f) the employee will be counselled by his or her appropriate supervisor and Branch Manager and advised that dismissal may result if the employee is guilty of a further breach of protective clothing or equipment requirements;
- (g) the matter will be formally recorded and acknowledged by the employee. Details will then be placed on the employee's personal file, with a copy being forwarded direct to the employee; and
- (h) in the event that there is no repetition of inappropriate behaviours for a period of 12 months, the warning will lapse.

Third Offence:

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

73 Managing Unsatisfactory Performance

73.1 For the purposes of this clause, unsatisfactory performance occurs when an employee does not perform their job to a satisfactory standard due to lack of competency, skill, knowledge, or understanding of their position. It does not mean unsatisfactory performance that is the result of misconduct.

73.2 The process of performance management is not intended to punish an employee, but to assist the employee to overcome performance problems and satisfy job expectations.

73.3 Employees are entitled to a position description that clearly states the requirements of their position.

73.4 Employees are responsible for performing their positions effectively and efficiently to a standard that is at least satisfactory.

73.5 If an employee is assessed by their supervisor or manager as not performing their position to a satisfactory standard, the following stages apply.

Stage 1

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

Stage 2

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

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

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

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

73.13 This clause 73 will apply to employees on probation except that the maximum time frame to demonstrate improvement to a satisfactory standard will be 2 weeks during the probationary period.

74 Appealing Management Decisions

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

74.2 Discipline Appeal

An employee who has been disciplined has the right of appeal under the appeal provisions at Clause 74.4 of the agreement with the employee having a period of fourteen working days to lodge an appeal

74.3 Promotional Appeals

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

- (a) An appeal may only be made where the appellant was an applicant for the advertised position;

- (b) An appeal may only be made against a promotion to an appealable position; positions equivalent to or above Senior Officer C are not appealable;
- (c) The only ground of appeal is that of greater efficiency. In this context, greater efficiency shall include consideration of all relevant matters including experience, qualifications and demonstrated ability/ competence;
- (d) There is no appeal against the appointment of an external candidate to any position within ActewAGL

An appeal must be lodged in writing to the Director Human Resources within fourteen (14) days of the promotion being notified in writing. The written appeal must provide full details, including the reasons why the appellant believes he/she has greater efficiency than the employee who was promoted to the position.

74.4 Grievance Appeal

An aggrieved employee may appeal a management decision, act or omission, relating to the application of the Award, this Agreement or Human Resources Policies, with the employee having a period of fourteen working days from the date of the decision, act or omission to lodge an appeal.

The matters that may be considered include any current decision, act or omission, relating to the application of the Human Resources Policies, Procedures or Union Collective Agreement and Award, regarding a work related matter which any ActewAGL employee considers to be unjust, discriminatory or wrongful.

Employment conditions provided within the Enterprise Agreement or Award are not subject to grievance appeals. Only the application of employment conditions are appealable.

74.5 Appeal Committee

A promotion or grievance appeal shall be processed in the following manner:

- (a) The appeal shall be heard by an ActewAGL Appeal Committee comprising:
 - i. An independent Chair (Agreed by all parties)
 - ii. One person nominated by ActewAGL
 - iii. One person nominated by the relevant union;
- (b) The nominees of ActewAGL and the employee must be persons who have no direct involvement in the matter which is the subject or proceedings;

- (c) Proceedings before the ActewAGL Appeal Committee shall be conducted in such a manner as the Appeal Committee considers appropriate. The Appeal Committee is to conduct its proceedings in as informal a manner as possible, with due regard to procedural fairness and the principles of natural justice.

The Appeal Committee shall provide a recommendation to the Chief Executive, who shall review all Committee findings and make a decision on the outcome.

75 Charter of Unions Rights and Responsibilities

Union Delegates

- 75.1 A union delegate who raises a dispute under clause 71, or who is appointed as an employee's representative for the purposes of the dispute resolution process set out in clause 71, will be released from duty so that they can participate in that process.
- 75.2 To enable unions to fulfil their commitments and responsibilities in relation to consultation, duly accredited union employee delegates should have access to employees and management to discuss industrial issues, taking into account operational requirements.
- 75.3 Organisations covered by this Agreement must ensure that their workplace delegates will act at all times to further the objectives of this Agreement.
- 75.4 Where there is a situation of multiple union coverage of a class of employees, the relevant unions will act collectively in the best interests of their members.
- 75.5 ActewAGL will, within the context of operational requirements, provide reasonable facilities for accredited union delegates, including reasonable time off to undertake their duties and attend union training, use of office facilities (including photocopiers and telephones), and use of storage facilities.
- 75.6 No employee will be disadvantaged as a result of union activities conducted in accordance with this clause.

Union Training

- 75.7 In an attempt to reduce the number of disputes that occur in the workplace and streamline the dispute resolution process, union members will be given access to reasonable paid time off work to attend union training associated with issue prevention and resolution.

Leave to attend Issues Resolution in Fair Work Australia

75.8 Members and delegates of organisations covered by this Agreement will be granted a leave of absence if they are required to attend any proceedings before Fair Work Australia as follows:

- (a) leave of absence to participate in the conduct of proceedings before Fair Work Australia will be with full pay. For the purposes of this clause, participation means active involvement in the conduct of a case, and not merely attending at Fair Work Australia to observe proceedings;
- (b) leave of absence for preparation for matters to be heard by Fair Work Australia will be without pay and must not exceed three months in any twelve month period; and
- (c) leave of absence with full pay will be granted if the employee is required to appear as a witness in any Fair Work Australia proceedings.

75.9 Leave of absence granted under this clause will count for all purposes as period of service.

75.10 Work Area Inductions for New Starters

The induction for new starters in each work area will include a meeting with the relevant Union Delegate.

N SCHEDULES

Schedule A – Electricity Networks Division

This schedule applies to all relevant employees working in the Network Services and Asset Management Divisions.

EMPLOYMENT CONDITIONS – ELECTRICAL WORKERS

1 Attraction and Retention Allowance

- 1.1 Employees classified as Electrical Workers, Work Coordinators, Professional Officers and or Technical Officers will be paid a weekly All Purpose Allowance.
- 1.2 The amount of the allowance for each classification is set out in Schedule E.

2 Thirty Six Hour Week

- 2.1 This clause applies to employees classified as Electrical Workers and Work Coordinators who are Electrical Workers.
- 2.2 The standard hours of work of employees referred to in clause 2.1 will be 36 hours per week, to be worked over:
 - (a) eight consecutive hours per day (exclusive of meal breaks) between the hours of 6:00am and 6:00pm; and
 - (b) a nine day fortnight with one rostered day off (RDO) per fortnight.
- 2.3 The spread of hours referred to in clause 2.2(a) may be altered by mutual agreement between ActewAGL and the employees concerned.
- 2.4 The starting and finishing times within the spread of hours will be in accordance with the arrangements ActewAGL has in place on the date this Agreement commences operation.

3 Electrical Worker Arrangements

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

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

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

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

- 3.3 The Electrical Worker apprenticeships will align with National Competency Standards.

The 'Under 21' apprenticeship rates are set out in Part 1 of Schedule C.

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

Subsequent Levels of Electrical Worker Training System

- 3.5 The units of competence for progression through the subsequent training levels are maintained by the Electrical Worker Steering committee.
- 3.6 All new appointments will be subject to competency assessments. Allocation to classification levels will be based on competencies demonstrated and awarded by the assessment panel.
- 3.7 Pay progression will be effective from the date of a competency being granted. The weekly wage/ salaries applicable to each pay point/ pay band are detailed at Schedule C (Part 1).
- 3.8 All employees must have at least one performance review per annum. Employees who do not receive the opportunity to gain sufficient competencies to progress their salary within 12 months of their previous performance review will receive an advance in salary. Employees that cannot demonstrate competence to progress their salary will remain at their current salary level until competence is granted.
- 3.9 Employees are required to use skills/competencies that they are recognised as having while carrying out duties during normal hours and overtime hours worked.
- 3.10 Any change to the current pay progression through the Electrical Worker Competency Matrix will be determined by the Electrical Worker Steering Committee. The matrices are subject to change, expansion and creation by the decision of the Steering Committee.
- 3.11 The Electrical Worker Competency matrix is updated as required by the Electrical Worker Steering Committee who will have custody of and responsibility for the master copy of the matrix.

3.12 The following classifications are covered by competency matrices maintained by the Electrical Worker Steering Committee:

Fitter	EW Level 5 EW Level 6 EW Level 7 EW Level 8 EW Level 9
Lineworker	Apprentice EW Level 5 EW Level 6 EW Level 7 EW Level 8
Dual Tradesperson ¹	EW Level 9
Team Coordinator	EW Level 9
Metering	EW Level 5 EW Level 6 EW Level 7 EW Level 8 EW Level 9
Protection	EW Level 7 EW Level 8 EW Level 9 EW Level 10
Jointers	EW Level 5 EW Level 6 EW Level 7
Labourers	EW Level 3 EW Level 4 EW Level 5 EW Level 5 (using Plant and Transport Competencies)

¹ Dual Trade refers to an Electrical Worker who holds and is willing to utilise two of the following trade qualifications:

- Electrical Lineworker
- Electrical Fitter
- Electrical Cable Jointer

Or any other trade qualifications agreed after consultation with the Electrical Worker Steering Committee.

Zone sub-fitters	EW Level 5
	EW Level 6
	EW Level 7
	EW Level 8
Work Co-ordinator	EW Level 10

Competency Matrix for EW10 Work Coordinators

3.13 Nationally recognised management competency standards or other standards equivalent to national competencies as determined by the steering committee will be used for development and pay progression.

3.14 Pay progression is achieved through the development and application of nationally recognised frontline management or other equivalent competencies.

3.15 Required units that can be assessed at certificate IV or certificate V (Diploma) level as per the Australian Qualification Framework:

- Work priorities and professional development
- Leadership in the workplace
- Effective workplace relationships
- High performance team work
- Managing operations
- Managing workplace information
- Quality customer service management
- Creating a safe work environment
- Continuous improvement process
- Change management
- Workplace learning and development

3.16 Work coordinators will progress along the pay points as they qualify in the above competencies in the following manner.

Pay Points	FMI Cert. V Units of Competency	Notes
1	0	Initial appointment based on entry criteria, potential and technical team leadership competence.
2	2	
3	3	
4	3	
5	3	FMI all units Certificate V or equivalent

- 3.17 Recognition of Prior Learning/ Recognition of Current Competency
All new appointments to Team Leader, Teams Coordinator and Works Co-ordinator positions will be subject to competency assessments or individual KPI assessments. Allocation to pay point levels will be based on competencies demonstrated or achievement of individual KPIs and awarded by the assessment process.
- 3.18 Works Co-ordinators will have the option of claiming Recognition of Current Competency or Recognition of Prior Learning in line with clause 57A.
- 3.19 The Work Coordinator/ Competency Skills Matrix is supported by the Competency Framework at clause 57A in the main Agreement
- 3.20 Any change to pay point progression through the Work Coordinator/ Competency Skills Matrix will be recommended by the Electrical Worker Steering Committee.
- 3.21 All Work Coordinators in Networks Division will be classified as a minimum at EW10 (1) on the date of effect of this Agreement.

New Electrical Worker Competency Framework

- 3.22 The new Electrical Worker Competency Framework, as detailed in the Network Services Electrical Worker Competency Framework, will be implemented during the life of this agreement.
- 3.23 The new framework will replace the existing framework and the provisions contained in Clauses 3.6 to 3.21.
- 3.24 On implementation of the new framework the classification structure contained at Schedule C Part 2 of this agreement will apply.

3A Telecommunications Work Competencies

Telecommunications competencies will be included at each level of the Electrical Worker Competency Matrix as elective units if and when ActewAGL is involved in Telecommunications Work.

4 Rostered Days Off

- 4.1 RDOs will be rostered to meet work requirements, including the need to provide customer service Monday to Friday (excluding public holidays) every week of the year.

- 4.2 RDOs will be agreed for each calendar year. Rostered RDOs may be changed following consultation between Electricity management and employees, provided that the affected employees are notified at least 2 weeks before any changes are made.
- 4.3 Where Electrical Workers agree to work on their RDO, they will be entitled to take a day in lieu at a time agreed with ActewAGL.
- 4.4 Employees who previously worked on a nine day fortnight and who choose to work in a different position that does not include a nine day fortnight will no longer be entitled to a nine day fortnight in the different position.
- 4.5 Employees whose substantive positions are based on a nine day fortnight and who perform higher duties in positions that are not nine day fortnight positions will be paid at the base salary rate of the higher position and retain the terms and conditions of their substantive position.

5 On call rosters

- 5.1 The employees, unions and ActewAGL agree that:
 - (a) operational requirements dictate the necessity for continuous 24/7 availability of Electrical Workers in certain fields;
 - (b) the coverage arrangements must be robust enough to cover normal on-call demand;
 - (c) they will work together to explore rostering systems and any variation of rostering systems that enable the workload to be spread equitably.
- 5.2 Employees who are rostered on call and called out on their RDO are to be paid at the appropriate overtime rates unless it is mutually agreed with their manager that they move the RDO to another day within the fortnight when they are not on call.
- 5.3 For the purpose of identifying the entitlement to a callout payment at clause 40 of this Agreement, the arrangements in Networks are that the callout commences from the time Dispatch/ Network Control notifies the on call person to do a job or jobs until the time the on call person informs Dispatch/ Network Control that the job or jobs have been completed and Dispatch/ Network Control has no other job or jobs for them to do during this callout.

If an on call person finishes a job on a callout and advises Dispatch/ Network Control that they have finished the job and Dispatch/

Network Control provides the on call person with another job or jobs, these jobs will be part of the same callout.

- 5.4 In the event that an employee is unable to perform rostered on call duty due to being ill or on authorised leave the onus is on management to find a replacement for the employee.

NETWORK OPERATORS

6 General

- 6.1 Operators will work to a flexible roster to maintain a 24 hour per day, 7 day per week service at required levels, including overtime and call-outs and group meetings as required.

7 Shift Roster Hours

- 7.1 The roster is arranged in Day, Night, Spare and Rotational shifts. Standard hours of the shift roster will be 36.75 hours per week or an average of 36.75 hours per week over a rostered shift cycle, including public holidays when rostered off worked around a seven man roster.
- 7.2 All Operators will be rotated through the Day, Night, Spare and Rotational shifts. However, new starters will initially work Rotational shifts during their initial training period (notionally three months) before rotating through all shift types. Accordingly, all Operators will be required to, and must be able to, undertake the full range of Operator duties.

8 Day and Night Shifts

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

9 Handover

- 9.1 At the end of each 12 hour shift the off going Operator will give a handover of 15 minutes to the on coming Operator. The on coming Operator will be on site to receive the handover 15 minutes before the commencement of the shift. The handover will be paid at 1.5 times the hourly rate of the annualised salary.

10 Spare and Rotational Shifts

- 10.1 Spare shifts will be in blocks of 8 hour shifts during which the Operator will undertake duties including, but not limited to, project

work, training, and the provision of coverage for other rostered Operators.

- 10.2 Each Operator will work blocks of Rotational shift. The Rotational shift provides Operators with an opportunity to gain exposure to work other than the day-to-day duties of network operations. On occasions management may request the Rotational shift Operator to cover absenteeism on the shift roster. An employee will not unreasonably withhold their agreement to such a request.
- 10.3 After the rostered hours for each week are worked, any additional hours worked during that week will be paid at 1.5 times the hourly rate of the annualised salary.
- 10.4 Spare and Rotational shift hours will generally be rostered between 07.00 and 15.00, Monday to Friday. The actual rostered hours of duty will be the hours which best meet operational requirements. The Operator may vary their start and finish times with the agreement of management.
- 10.5 Operators working Rotational shifts may be entitled to take time off in lieu. Refer to clause 44 of the Agreement.
- 10.6 Operators may be required to continue work to provide coverage for absenteeism on the Day shift or to finish work early and return to provide coverage for absenteeism on the Night shift.
- 10.7 Should a Spare or Rotational shift Operator be required to work Day or Night shift:
 - (a) shift penalties will be paid for the standard hours worked on the Spare or Rotational shift; and
 - (b) overtime provisions will apply to the hours worked after the standard hours of the Spare or Rotational shift have been worked.
- 10.8 Network Operators will participate in a 24/7 on call roster from the date this Agreement commences operation and their participation will entitle them to benefits at Clause 42 and Clause 46 of this Agreement.

11 Salary

- 11.1 Operators will be paid an annualised salary as specified in Schedule C. The annualised salary includes payment for:
 - (a) all rostered shifts;
 - (b) all penalties for rostered Day and Night shifts;
 - (c) payment for public holidays that fall on rostered days and on RDOs;

- (d) payment for hand-over periods, 30 minutes for each Day and Night shift
- (e) pre-payment for a capped bank of 70 hours of overtime worked in excess of hand-over time;
- (f) disability allowances;
- (g) meal allowance for working pre-paid overtime; and
- (h) semi-official telephone reimbursement.

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

Overtime Payment

11.3 All overtime hours worked shall be deducted from the 70 hours bank at the rate of 1.5 hours for each hour worked. System Control management will maintain a record of overtime for Operators. Once an employee's overtime bank has been exhausted, they will be compensated for approved overtime as follows until their overtime bank is reset:

- (a) time in lieu at single time for actual time worked, provided that ActewAGL agrees to the Operator taking TOIL; or
- (b) payment at the rate of 1.5 times the hourly rate (based on the Operator's annualised salary) for actual time worked.

An employee's overtime hours bank will be reset on each anniversary of the day they commenced employment with ActewAGL. All approved overtime will be compensated on an actual time worked basis.

11.4 Clause 42 of this Agreement applies to Operators who participate in an authorised on-call roster.

12 Leave

12.1 Where an Operator takes leave while on:

- (a) a 12 hour Day or Night shift roster, 12 hours will be deducted from the Operator's relevant leave accrual for each day of leave taken; or
- (b) a Spare or Rotational shift roster, 8 hours will be deducted from the Operator's relevant leave accrual for each day of leave taken.

- 12.2 An Operator must provide ActewAGL with a medical certificate where they are absent on sick leave of more than three consecutive shifts.

13 Public Holidays

- 13.1 Operators who are rostered on a Spare or Rotational shift that falls on a public holiday may, depending on operational requirements, be requested to:

- (a) be available for duty; or
- (b) attend for duty,

on that day.

- 13.2 If the Operator does not agree to be available for duty on a public holiday, there will be no deduction from the Operator's leave balance.

- 13.3 If the Operator works on a public holiday, ActewAGL will deduct from the Operator's overtime bank 1.5 hours for each hour worked. If the Operator's overtime bank is exhausted, they will be paid a public holiday penalty for actual time worked at one and a half times their hourly rate (based on their annualised salary).

14 Emergency Duty

- 14.1 If an Operator is required to work without having a nine hour break between the end of a period of overtime and the commencement of their next rostered shift, the actual time worked from the commencement of the next rostered shift until the Operator is released from duty for nine consecutive hours (inclusive of travel time) will be deducted from the Operator's overtime bank at the rate of 1.5 hours for each hour worked.

- 14.2 If the Operator's overtime bank has been exhausted, the Operator will be paid at 2 times their hourly rate (based on their annualised salary) for the actual time worked from the commencement of the next rostered shift until the Operator is released from duty for nine consecutive hours (inclusive of travel time).

- 14.3 If an Operator is recalled to duty without notice and the period does not coincide with a rostered shift, the Operator may claim reimbursement of private vehicle travel costs. For further information refer to the relevant ActewAGL corporate procedure.

- 14.4 If an Operator is rostered to be on call, and is called out, the actual time worked on the call out will be deducted from the Operator's overtime bank, subject to a minimum deduction of 3 hours. If the employee's overtime bank has been exhausted, the Operator will be

paid for actual time worked at 1.5 times their hourly rate (based on their annualised salary), subject to a minimum payment of 3 hours:

15 Changes to the roster

- 15.1 The 12 hour roster will be subject to monitoring and review by management and the relevant unions and/or their workplace delegates.
- 15.2 Following consultation with these workplace representatives, management may adjust and revise work rosters as necessary due to operational requirements in accordance with the notice provisions in the Award.

DISPATCHERS

16 General

- 16.1 Dispatchers will work to a flexible roster to maintain a 24 hour per day, 7 day per week service at required levels, including overtime and call-outs and group meetings as required.

17 Shift Roster Hours

- 17.1 The roster is arranged in Day, Night and Spare shifts. Standard hours of the shift roster will be 36.75 hours per week or an average of 36.75 hours per week over a rostered shift cycle, including public holidays when rostered off.
- 17.2 All Dispatchers will be rotated through the Day, Night and Spare shifts. However, new starters will initially work on Spare shifts during their initial training period before rotating through all shift types. All Dispatchers will be required to, and must be able to, undertake the full range of Dispatcher duties.

18 Day and Night Shifts

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

19 Hand-over

19.1 At the end of each 12 hour shift the off going Dispatcher will give a handover of 15 minutes to the on coming Dispatcher. The on coming Dispatcher will be on site to receive the handover 15 minutes before the commencement of the shift. The handover will be paid at 1.5 times the hourly rate of the annualised salary.

20 Spare Shifts

20.1 Spare shifts will be in blocks of 8 hour shifts during which the Dispatcher will undertake duties including, but not limited to, project work, training, and the provision of coverage for other rostered Dispatchers.

20.2 Spare shift hours will generally be rostered between 07:00 and 15:00, Monday to Friday. The actual rostered hours of duty will be the hours which best meet operational requirements. The Dispatcher may vary their start and finish times with the agreement of management.

20.3 The Dispatchers may be required to continue work until 19.00 to provide coverage for absenteeism on the Day shift, or to finish work at 15.00 and attend from 00.00 to provide coverage for absenteeism on the Night shift.

20.4 Should a Spare shift Dispatcher be required to work Day or Night shift:

- (a) a shift penalty of 15% of the employee's standard hourly rate (based on their annualised salary) will be paid for the standard hours worked on the Spare shift; and
- (b) overtime provisions will apply to the hours worked after the standard hours of the Spare shift have been worked.

20.5 Dispatchers will participate in a 24/7 on call roster from the date this Agreement commences operation and their participation will entitle them to benefits at Clause 42 and Clause 46 of this Agreement.

21 Salary

21.1 Dispatchers will be paid an annualised salary as detailed in Schedule C. The annualised salary includes payment for:

- (a) all rostered shifts;
- (b) all penalties for rostered day and night shifts;
- (c) payment for public holidays that fall on rostered days and on RDOs; and
- (d) disability allowances.

21.2 Dispatchers who are currently on increments will progress incrementally through their annualised salary pay points in their classification structure until they reach the top pay point of their classification at which time they will transition to the Single Salary Spine.

21.3 At the effective date of this Agreement new starters will be classified under the SSS.

22 Overtime Payment

22.1 Dispatchers will be entitled to compensation for any approved overtime worked as follows:

- (a) time in lieu at single time for actual time worked in accordance with clause 44 of the Agreement provided that the manager agrees to the Dispatcher taking TOIL; or
- (b) payment at the rate of 1.5 times the hourly rate (based on the Dispatcher's annualised salary) for actual time worked.

22.2 If an employee works a 12 hour shift which consists only of overtime hours, they will be paid two meal allowances for that shift.

23 Leave

23.1 Where a Dispatcher takes leave while on:

- (a) a 12 hour Day or Night shift roster, 12 hours will be deducted from the Dispatcher's relevant leave accrual for each day of leave taken; or
- (b) a Spare shift roster, 8 hours will be deducted from the Dispatcher's relevant leave accrual for each day of leave taken.

23.2 A Dispatcher must provide ActewAGL with a medical certificate where they are absent on sick leave of more than three consecutive shifts.

24 Public Holidays

24.1 Dispatchers who are rostered on a Spare shift that falls on a public holiday may, depending on operational requirements, be requested to:

- (a) be available for duty; or
- (b) attend for duty,

on that day.

24.2 If the Dispatcher does not agree to be available for duty on a public holiday, there will be no deduction from the Dispatcher's leave balance.

24.3 If a Dispatcher works on a Public Holiday they will be paid a Public Holiday penalty for actual time worked at 1.5 times their hourly rate (based on their annualised salary).

25 Emergency Duty

25.1 Should a Dispatcher be required to work without having a nine hour break between the end of a period of overtime and the commencement of their next rostered shift, the Dispatcher will be paid at 2 times their hourly rate (based on their annualised salary) for the actual time worked from the commencement of the next rostered shift until the Dispatcher is released from duty for nine consecutive hours (inclusive of travel time).

25.2 If a Dispatcher is recalled to duty without notice and the period does not coincide with a rostered shift, the Dispatcher will be entitled to claim reimbursement of private vehicle travel costs. For further information, refer to the relevant ActewAGL corporate procedure.

25.3 If a Dispatcher is rostered to be on call, and is called out, the Dispatcher will be paid for actual time worked plus travel time at 1.5 times their hourly rate (based on their annualised salary), subject to a minimum payment of 4 hours.

26 Changes to the roster

26.1 The 12 hour roster will be subject to monitoring and review by management and the relevant unions and/or their workplace delegates.

26.2 Following consultation with these workplace representatives, management may adjust and revise work rosters as necessary due to operational requirements in accordance with the notice provisions in the Award.

27 Warehousing (Logistics) Competencies

27.1 The Warehousing (Logistics) Competency Matrix is supported by the Competency Framework in Clause 57A of the main Agreement. This matrix and any changes to progression through the pay points in 27 will be updated as required by the Logistics Steering committee. The

Warehousing competencies and classifications will be reviewed within the first 12 months of the commencement of the Agreement.

COMPETENCIES

Level	Pay point	No of units	
1	1	2	
1	2	2	
1	3	2	
1 & 2	4	2	
2	5	3	
2	6	3	
3	7	3	
3	8	2	
3	9	2	21
4	1	4	
4	2	5	
4	3	5	14

STOREPERSON Level 1 Pay Points 1 – 4

Pay-point 1

- TDT F1 97B Follow OH & S procedures ~ Cert 1
- TDT L01 97B Complete induction procedures ~ Cert 1

Pay-point 2

- TDT F2 97B Conduct housekeeping activities ~ Cert 1
- TDT I2 97B Apply customer service skills ~ Cert 1

Pay-point 3

- TDT E3 97B Participate in workplace communication ~ Cert 1
- TDT D1 97B Shift materials safely ~ Cert 1

Pay-point 4

- TDT E5 97B Carry out workplace calculations ~ Cert 1
- TDT A12 97B Pick and process orders ~ Cert 11

STOREPERSON Level 2 Pay Points 5 - 9

Pay-point 5

- TDT A13 97B Receive goods ~ Cert 11
- TDT K1 97B Use computer applications ~ Cert 11
- TDT A22 97B Participate in stock takes ~ Cert 11

Pay-point 6

- TDT A21 97B Dispatch stock ~ Cert 11
- TDT D3 97B Handle dangerous and hazardous goods ~ Cert 11
- TDT A14 97A Use product knowledge to complete work ~ Cert 11

Pay-point 7

- TDT A19 97A Organise Receiving operations ~ Cert 111
- TDT A18 97A Organise dispatch operations ~ Cert 111
- TDT A17 97A Product knowledge to Organise work operations ~ Cert 111

Pay-point 8

- TDT F3 97A Implement and monitor OH & S procedures ~ Cert 111
- TDT A16 97A Use inventory systems to Organise stock control ~ Cert 111

Pay-point 9

- TDT J02 97A Apply quality systems ~ Cert 111
- TDT G02 97A Lead work team or group ~ Cert 111

STOREPERSON (Team Leader / Works Coordinator) Level 4 Pay Points 1 - 3

Competency UNIT

Pay-point TL 1

- TAAENV401A Work effectively in vocational education and training ~ Cert IV
- TAAENV402A Foster and promote an inclusive learning culture ~ Cert IV
- TAAENV403A Ensure a healthy and safe learning environment ~ Cert IV
- TAADES401A Use Training Packages to meet client needs ~ Cert IV

Pay-point TL 2

- TAADES402A Design and develop learning programs ~ Cert IV
- TAADEL301A Provide training through instruction and demonstration of work skills ~ Cert IV
- TAADEL401A Plan and organise group-based delivery ~ Cert IV
- TAADEL404A Facilitate group-based learning ~ Cert IV
- TAADEL403A Facilitate individual learning ~ Cert IV

Pay-point TL 3

- TAADEL402A Facilitate work-based learning ~ Cert IV
- TAAASS401A Plan and organise assessment ~ Cert IV
- TAAASS402A Assess competence ~ Cert IV
- TAAASS403A Develop assessment tools ~ Cert IV
- TAAASS404A Participate in assessment validation ~ Cert IV

Schedule B – Water Division

This Schedule applies to all relevant employees working in the Water Division.

EMPLOYMENT CONDITIONS

In this Schedule, the following definitions apply:

Branch Manager means the manager of the relevant Branch.

Field Services Area Managers means all persons designated as Area Managers who were formerly known as Works Implementers, Resource Planners or Foremen within Water Division.

Field Services Team Leaders means all persons designated as a Team Leader in Field Services who report to Area Managers and who lead teams of Water Industry Operators.

Threshold refers to the nominated level of hours built into the annualised salary above which penalty rates will be paid.

"Treatment Management" means the Manager Treatment, Section Managers and relevant Works Coordinator.

Water Industry Operator means an employee who participates in all aspects of the water, stormwater and sewerage systems for which the employee has been assessed as competent.

Water Industry Operator (Field) refers to a Water Industry Operator who performs Field duties. These operators were formerly known as Hydraulic Workers.

Water Industry Operator (Treatment) means a Water Industry Operator who performs Treatment duties.

1 Plumbers (Licence and Tool) Allowance

- 1.1 Plumbers who are not supplied with tools by ActewAGL will be paid a weekly allowance of \$23.15 for the upkeep and replacement of tools.
- 1.2 A Water Industry Operator who:
- (a) is required to carry out work for which a plumbing licence is necessary; and
 - (b) holds a licence issued by the appropriate authority,
- will be paid an additional amount of \$23.15 for each week that the employee is required to carry out the work for which the licence is required.
- 1.3 The allowances set out in clauses 1.1 and 1.2 above are All Purpose Allowances.

2 Thirty Six Hour Week

- 2.1 This clause applies to employees who are:
- (a) classified as Water Industry Operators and Plant and Transport Workers in Field Services, and
 - (b) working in the Maintenance Section at Treatment Branch.
- 2.2 The standard hours of work of employees referred to in clause 2.1 will be 36 hours per week, to be worked over:
- (a) eight consecutive hours per day (exclusive of meal breaks) between the hours of 6:00am and 6:00pm; and
 - (b) a nine day fortnight with one RDO between the hours of 6.00am and 6.00pm.
- 2.3 The spread of hours referred to in clause 2.2(a) above may be altered by mutual agreement between ActewAGL and the employees concerned.
- 2.4 The starting and finishing times within the spread of hours will be in accordance with the arrangements ActewAGL has in place on the date this Agreement commences operation.

3 Flexible Work Practices

- 3.1 Employees working in the Treatment Branch will maintain an ongoing commitment to positive flexible attitudes towards the allocation and performance of work as a team, regardless of title or classification. This commitment is vital to the attainment of the Treatment Branch's goals.

- 3.2 In the interest of plant operations, environmental protection and safety, Operations personnel may perform minor trade tasks. Similarly, Maintenance personnel may perform minor operational tasks. These tasks will only be undertaken after adequate training and competence assessment. Clear guidelines as to scope of such work will be developed to protect people, equipment and the environment. Guidelines will be endorsed by the Treatment Branch HSE committee. Personnel performing work outside these guidelines will be subject to normal disciplinary procedures. If personnel are in any doubt about any aspect of applying cross-skills, they must contact the responsible operations or maintenance group.

4 Attraction and Retention Allowance

- 4.1 Employees who work in classifications in the Electrical and Instrumentation Maintenance Section (including Electrical and Instrumentation Works Coordinators, Treatment Branch, and in Professional Officer and Technical Officer classifications in the Water Division) will be paid a weekly All Purpose Allowance.
- 4.2 The amount of the allowance for each classification is set out in Schedule E.

FIELD SERVICES AREA MANAGER AND TEAM LEADER ARRANGEMENTS

5 Rationale and Objectives

- 5.1 The payment of an annualised salary to Area Managers and Team Leaders of 26% is designed to:
- (a) facilitate and encourage proactive workplace change determined by business needs;
 - (b) recognise the managerial responsibilities of Area Managers and Team Leaders; and
 - (c) minimise administrative processes.

6 Competency Standards

- 6.1 Information about competency standards for Area Managers and Team Leaders can be found in the Water Competency Framework.

7 On Call and Overtime

- 7.1 The Annualised salary includes payment for all overtime and on call duties undertaken by the Area Managers and Team Leaders.
- 7.2 All Area Managers and Team Leaders will be required to participate in an on call roster which will provide for 24 hour coverage, 365 days per year.

- 7.3 It is expected that Area Managers and Team Leaders will generally not utilise recreation leave while rostered on call unless the relevant manager has made prior arrangements with another Area Manager and/or Team Leader. If this is found to be placing unreasonable time requirements on the Area Managers and Team Leaders, the relevant manager will consult with these groups of employees and their representatives in an effort to resolve the matter.
- 7.4 The arrangements for covering on call and overtime will be reviewed in accordance with Clause 6 Competency Standards and consultation with Team Leaders and Area Managers will take place to resolve any unreasonable time requirements.

8 RDOs and Time off in lieu

- 8.1 RDOs will be rostered to meet work requirements. Where Area Managers and Team Leaders are required to work their RDO, they will be entitled to take a day in lieu at a time agreed with the relevant manager.
- 8.2 Where there is a requirement for Area Managers and Team Leaders to work extraordinary planned work, and/or work outside of normal agreed hours on a sustained basis, attendance at work will be discussed, and time in lieu will be arranged, with the relevant manager.
- 8.3 If an employee who works in a position which requires them to work a nine day fortnight agrees to change to a position which does not work a nine day fortnight, the employee will not be entitled to work a nine day fortnight in the new position.

9 Higher Duties

- 9.1 Absences of one day or less from duty by individual Area Managers and Team Leaders will be covered by the remaining Area Managers and Team Leaders. In exceptional circumstances, consultation will take place in determining how to deal with the matter.
- 9.2 If work requirements and operational needs warrant additional resources for immediate and deferred after hours work, the relevant Branch Manager will provide for other employees in Area Manager and Team Leader roles to perform higher duties.
- 9.3 If an employee is selected to perform higher duties, they will be paid:
- (a) the level 1 pay point for the classification of the position in which they are acting; or
 - (b) their current salary, if this exceeds Level 1 for the classification of the position of which they are acting.

- 9.4 The Relevant Branch Manager will maintain a list of staff willing to perform higher duties as an Area Manager and/or Team Leader. The list will be kept current by regularly seeking expressions of interest from Field Services Staff.

10 Immediate and deferred after hours work

- 10.1 Area Managers and Team Leaders who are rostered on call will make decisions regarding the conducting or deferral of after hours work. These decisions will be guided by the requirements of the *Utilities Act 2000* and any applicable environmental legislation and guidelines.

11 Rates of Pay

- 11.1 Area Managers and Team Leaders will be paid an annualised salary as specified in Schedule C.
- 11.2 The annualised salary includes payment for all payments and allowances that these employees would be entitled to if the Award applied to them including, but not limited to:
- (a) overtime (including payment for call outs);
 - (b) disability allowances;
 - (c) telephone reimbursement; and
 - (d) shift penalties.
- 11.3 Area Managers and Team Leaders may claim meal allowances in accordance with clause 17.3 of the Award.

WATER INDUSTRY OPERATORS (FIELD) ARRANGEMENTS

12 Required staffing for Water Industry Operators tasks and duties

- 12.1 Field Services Area Managers and Team Leaders have the responsibility to determine the staff required to complete Water Industry Operator (Field) tasks and duties in accordance with the Water Industry Operator Job Staffing Level guidelines set out below.

One Person Duties

- 12.2 The following 'one person duties' are examples and should not be regarded as a definitive list. Where duties are not defined below, the relevant manager will determine the appropriate number of competent staff to perform the task:
- (a) meter changes

- (b) restorations
- (c) stopcocks where above ground or easy to access
- (d) replace lids and grates where weight does not require two people
- (e) investigations of jobs
- (f) normal customer complaints
- (g) reservoir at ground level inspections (visual)
- (h) hydrant markers where the road is not a main access with high traffic load
- (i) stop valves markers
- (j) manhole locations

Two Person Duties

12.3 All other job types will require a minimum of two people unless additional staff are required and allocated by an Area Manager or Team Leaders. Area Managers and Team Leaders will maintain occupational health and safety standards when determining staff allocations.

13 Shift work

13.1 The shift roster will operate on a Monday to Friday afternoon basis.

13.2 Employees on afternoon shift will also be:

- (a) rostered "on call" for emergency work after hours during the whole (7 day) week; and
- (b) required to work programmed overtime on the relevant Saturday and Sunday adjacent to their roster.

Their RDOs will be rostered for periods when they are rostered on day shift.

13.3 The shift roster may be revised according to operational requirements and seasonal changes, following consultation with the Water Industry Operator (Field) Steering Committee.

13.4 Overtime, apart from the "on-call" and programmed overtime provided for in clause 13.2 above, will be allocated using the "Extra List" of employees who are rostered to work day shift and are willing to work overtime.

- 13.5 Implementation of weekend shift work will not occur during the term of this Agreement without the agreement of the Water Industry Operator (Field) Steering Committee.
- 13.6 For the purpose of identifying the entitlement to a callout payment at clause 40 of this Agreement, the arrangements in Water are that the callout commences from the time the Dispatcher/ On-Call Manager notifies the on call person to do a job or jobs until the time the on call person informs the Dispatcher/ On-Call Manager that the job or jobs have been completed and the Dispatcher/ On-Call Manager has no other job or jobs for them to do during this callout.
- If an on call person finishes a job on a callout and advises the Dispatcher/ On-Call Manager that they have finished the job and the Dispatcher/ On-Call Manager provides the on call person with another job or jobs, these jobs will be part of the same callout.
- 13.7 In the event that an employee is unable to perform rostered on call duty due to being ill or on authorised leave the onus is on management to find a replacement for the employee.

14 Time in lieu

- 14.1 RDOs will be rostered to meet work requirements.
- 14.2 Where Water Industry Operators (Field) are required to work on their RDO, they will be entitled to take a day in lieu at a time agreed with the relevant manager, preferably within the same pay period. Where this is not possible or in short notice situations provisions for overtime will be arranged.
- 14.3 Where there is a requirement for Water Industry Operators (Field) to work extraordinary planned work, and/or work outside of normal agreed hours on a sustained basis, attendance at work will be discussed, and time in lieu may be arranged, with the relevant manager.
- 14.4 If an employee who works in a position which requires them to work a nine day fortnight agrees to change to a position which does not work a nine day fortnight, the employee will not be entitled to work a nine day fortnight in the new position.

15 Higher duties allowance

- 15.1 Refer to clause 29 of the Agreement.
- 15.2 Water Industry Operators will be paid at the non-annualised base rate of the Team Leader when they are acting as a Team Leader and will claim allowances and penalty payments that apply to their substantive positions.

16 Competencies

16.1 The use of competency standards for Water Industry Operators within ActewAGL is designed to:

- (a) develop a skills-based career structure for employees engaged in water distribution and stormwater and sewerage collection;
- (b) facilitate and encourage workplace change and skill development;
- (c) provide the mechanism for appropriately classifying employees;
- (d) identify and target training requirements; and
- (e) provide the basis for nationally accredited and portable qualifications.

16.2 Further information about these competency standards can be found in the Water Competency Framework.

16.3 Assessment

- (a) The Water Industry Operators (Field) Competency Matrix is supported by the Competency Framework at clause 57A in the main agreement.
- (b) Any change to the current pay point progression through the Water Industry Operators (Field) Competency Matrix will be recommended by the Water Industry Operator (Field) Steering Committee
- (c) The competency matrix will be reviewed in line with Australian Qualifications Framework (AQF). Amendments will be made at the recommendation of the Water Industry Operator (Field) Steering Committee following consultation with the workforce. The Steering Committee is made up of the following staff: Manager Field Services, Training and Competency Coordinator and two employee representatives.
- (d) All competencies associated with the daily maintenance of Water reticulation and sewerage networks are compulsory for employees employed after the commencement of this Agreement or those who agreed to train in these competencies in their employment offers .

- (e) The current matrix will stay in place until the steering committee replaces it.

Table B3.1 Water Industry Operators Skills Matrix	
PAY POINT	UNITS OF COMPETENCE REQUIRED FOR PROGRESSION
Level C1	Induction Course*
Level C2	4 units = Core unit 1 and 1 other core unit plus Technical unit 3 and 4
Level C3	4 units = 2 Core units and Technical units 1 and 2
Level C4	5 units = 4 Core units and Technical unit 5
Level B1	2 units = 1 Core and 1 Mandatory
Level B2	2 units = 1 Core and 1 Mandatory
Level B3	2 units = 2 Mandatory
Level B4	2 units = 1 Core and 1 Mandatory
Level B5	2 units = 1 Core and 1 Mandatory
Level B6	1 unit = 1 Mandatory (operative drainers licence)
Level B7	2 units = 1 Core and 1 Elective
Level B8	2 units = 1 Core and 1 Mandatory
Level B9	2 units = 1 Core and 1 Elective
Level B10	2 units = 1 Core and 1 Mandatory (18 or 19)
Level B11	1 unit = 1 Mandatory (remaining unit of 18 or 19)
Level A1	2 units = 2 Core
Level A2	2 units = 2 Core
Level A3	2 units = 2 Core
Level A4	2 units = 2 Core

16.4 Integration of Plant and Transport Activities

Access to a broader pool of ActewAGL employees that are able to operate plant and related equipment improves flexibility in resource utilisation. Access to this expanded resource will assist in the reduction of use of contractors and will also assist in greater utilisation of existing ActewAGL plant. Planning will ensure the full utilisation of all existing plant and transport employees.

Plant operators will operate a variety of plant on the same work site. Items of plant will be driven to the work site by the plant operator and other available work team members. The plant operator will operate the variety of plant on site as required and other suitably trained and assessed team members will operate plant if required to be operated concurrently. The work team will transport items of plant back to the depot on completion of allocated tasks.

Plant that has already been identified as suitable to be operated by a broader pool of employees includes backhoe, tippers, excavator, and dingo loaders. Other pieces of plant may well be considered in the future after consultation and agreement from the relevant union/unions.

When plant and transport employees are not available to operate equipment any Water Division employee who has been deemed competent in plant or transport competencies can work with those assets as directed during and after normal business hours. There shall not be any restriction in the number of employees who can be trained to operate plant.

There is no intention to reduce the number of plant and transport employees but they are encouraged to acquire water industry operator competencies in order to enhance the value of the service they provide to the business

Plant and Transport operators will also be required to assist with performing water industry operator duties. Qualified Plant and Transport operators will be eligible to claim an elective in the Plant and Transport Competency Arrangement when assessed as competent in performing water industry operator duties. Where the Plant & Transport Operator does not believe that they can perform the range of duties assisting water industry operator, the extent of the duties will be negotiated between the employee, their manager and union representative. Plant and Transport Operators will only perform water industry operator duties within the limits of their competency and if they believe they cannot perform a particular task they will not be required to perform the task but will be given further time to enable them to demonstrate their competency in that task

TREATMENT BRANCH MAINTENANCE ARRANGEMENTS

17 General

- 17.1 Clauses 17 to 27 of this Schedule apply to all maintenance teams within Treatment Branch.
- 17.2 Treatment Branch will be provided with a full breakdown and emergency maintenance service, 24 hours per day 365 days per year.

18 Salary and overtime

- 18.1 The annualised salary for Treatment Branch maintenance employees includes payment for a number of hours per annum for work performed outside standard hours

18.2 For the purpose of determining whether the employee has reached the overtime threshold, the following will count as overtime:

- (a) time actually spent at the Treatment Branch outside of the employee's standard working hours; and
- (b) one hour travelling time for each call out.

18.3 Employees who work overtime threshold hours during a year, will be entitled to additional annual leave as follows:

- (a) if they work 46 overtime hours they get one day's extra annual leave;
- (b) if they work 93 overtime hours they get two days extra annual leave; and
- (c) if they work 140 overtime hours they get three days extra annual leave.

18.4 An employee will be paid for overtime work beyond the overtime threshold at the rate of time and a half of their hourly rate (based on their annualised salary). The overtime penalty rate will only be payable in respect of:

- (a) time actually spent at the Treatment Branch outside of the employee's standard working hours; and
- (b) one hour travelling time for each call out.

19 Review of annualised salary arrangements

19.1 A committee consisting of Treatment Management and workgroup delegates will meet as required to:

- (a) monitor and evaluate the implementation and progress of this annualised salary arrangement; and
- (b) assess the continued viability of this arrangement.

20 Attendance for planned work outside of standard working hours

20.1 Employees may be required to work an amount of planned work outside of their standard working hours. The planned work outside of standard working hours may not necessarily have a direct impact on the plant maintenance program (for example, drawing validation, maintenance program validation, review of quality procedures etc).

20.2 Travelling time is not counted as part of planned overtime or overtime which is continuous with standard working hours.

- 20.3 Decisions relating to work outside of standard working hours will be the responsibility of the team and passed through the Work Coordinator for endorsement. The Maintenance Manager will approve this under their administrative delegation.

21 Roster arrangements for emergency and breakdown work

- 21.1 All emergency or breakdown work performed outside of standard working hours will be covered by a rotating on-call roster. The development of the on-call roster will be determined by the team in consultation with Treatment Branch management. Adequate training will be given to employees who are on the on-call roster. The team will have some flexibility in re-scheduling the roster where necessary.
- 21.2 The number of hours of duty performed by individual employees outside of standard working hours will be monitored and recorded by Treatment Branch management. The team will ensure where possible that all employees are required to undertake an equitable amount of such work and that out of standard hours duty is performed in an efficient manner.

Self directed work teams

- 21.3 A central element of this arrangement is the functioning and refinement of integrated self directed work teams. The parties recognise and accept the basic qualities of self-directed work teams as specified in the endorsed Team Rules and including:
- (a) the overall direction for the teams will be the responsibility of management;
 - (b) relevant information is dispersed to all work team members;
 - (c) equitable allocation of work amongst the members of the work team;
 - (d) individual members of the work teams having an equal say, with equal weighting;
 - (e) that the teams provide a service to a customer (in this case the Treatment Branch) as well as other work groups;
 - (f) training needs are identified by the work team.
- 21.4 It is also recognised and accepted that the teams maintain full participation in Branch/ Corporate activities – ie. Attendance at Consultative Committee Meetings, OH&S Meetings, training, audits etc.
- 21.5 Within a period of six months from the commencement of this Agreement, ActewAGL will consult with the Self Directed Work Teams and the relevant Unions to assess the operation of these teams.

22 Payment of Annualised Salary

- 22.1 The annualised salary is calculated on the basis of standard working hours, a nine day fortnight, an amount of planned work performed outside of standard working hours and an on-call roster that will cover all emergency work outside normal working hours.
- 22.2 Employees working in maintenance teams in the Treatment Branch will be paid an annualised salary as specified in Schedule C. The annualised salary includes payment for:
- (a) base salary;
 - (b) payment for overtime hours worked up to the overtime threshold;
 - (c) excess travel (mileage reimbursement);
 - (d) telephone rent reimbursement;
 - (e) all allowances other than those at clauses 4 and 23 of this Schedule.
- 22.3 Superannuation contributions will be calculated based on an employee's annualised salary as increased from time to time in accordance with the terms of this Agreement.
- 22.4 The Threshold hours will be calculated at the overtime rates specified at Clause 40.2

23 Allowances

- 23.1 The only allowances paid in addition to the annualised salary will be the:
- (a) higher duties allowance (in accordance with clause 29 of this Agreement);
 - (b) licence allowance (as set out in clause 30 of this Agreement);
 - (c) first aid allowance (as set out in clause 17.2 of the Award); and
 - (d) on-call allowance (in accordance with clause 42 of this Agreement).

24 Electrical Maintenance Section

Eight day fortnight

- 24.1 Employees will work an eight or nine day fortnight totalling 72 standard working hours. Employees will also receive one or two RDOs per fortnight. Employees covered under this arrangement will have either one two day and one four day weekend each fortnight or a one two day and one three day weekend.
- 24.2 It is recognised by both parties that this arrangement will result in Treatment Branch and external facilities being covered by full Electrical/ Instrumentation (E/I) resources for only three days per week with coverage for the other days provided by half of the E/I resources. Therefore to ensure that maintenance requirements can be met, there may be occasions when additional personnel from within the Treatment Branch Electrical/Instrument work group will be required to be made available on Mondays and Fridays.
- 24.3 A day of recreation or sick leave constitutes eight hours. If an employee takes a day of recreation or sick leave, eight hours will be deducted from the applicable leave balance. Other types of leave entitlements will remain in "days" and be debited as "days".
- 24.4 If work levels require some flexibility in the hours, employees may be required to work on RDOs. If this occurs the employee can elect to:
- (a) take the RDO at a later date; or
 - (b) have the hours worked on the RDO counted towards their threshold overtime hours.
- 24.5 Within a period of six months from the commencement of this Agreement ActewAGL will consult with relevant staff and Unions on the eight day fortnight to assess its continuing operation.

Threshold Hours

- 24.6 The annualised salary for employees in the Electrical Maintenance Section includes payment for up to 139 hours of work outside standard working hours per annum. Overtime in excess of this threshold amount will be paid at time and a half.

25 Fitter/Labourer

Threshold Hours

- 25.1 The annualised salary for fitter/labourers in the Treatment Branch Maintenance Section includes payment for up to 139 hours of work outside standard working hours per annum plus time in lieu equal to five days at the discretion of management taking into account operational requirements.

Works Coordinators

- 25.2 A steering committee will continue during the life of the agreement to implement organisational treatment maintenance.
- 25.3 Work Coordinators will undergo training in FMI competencies or an equivalent qualification.

Threshold Hours

- 25.4 The annualised salary provided by this agreement incorporates payment of all hours performed outside of standard working hours up to a maximum of 160 hours per annum.

26 Stores

- 26.1 The annualised salary for Storemen includes payment for up to 160 hours of work outside standard working hours per annum.

27 Automation and SCADA

- 27.1 Threshold hours

The annualised salary for SCADA staff is based on a 10 day fortnight and includes payment for up to 332 hours of work per annum outside standard working hours.

- 27.2 The only allowances payable in addition to the Annualised salary will be:

- (a) Higher duties allowance

- (b) First aid allowance

- 27.3 Records of all planned and unplanned overtime and call outs must be kept by the Automation and SCADA Engineer and signed off by the relevant manager.

Water Industry Operators (Treatment)

28 General

- 28.1 The Water Industry Operators (Treatment) competency matrix will be developed by the steering committee over a six month period following this Agreement commencing operation.

29 Rationale and Objectives

- 29.1 The use of competency standards for Water Industry Operators (WIOs) within ActewAGL is designed to:

- (a) develop a skills-based career structure for employees engaged in water distribution and stormwater and sewerage collection;
- (b) facilitate agreed work re-organisation and job redesign, allowing a move from the present specialist streams to integrated multi-skilled operations, thereby enabling individuals and crews to work on all aspects of water supply and sewerage and stormwater work;
- (c) facilitate and encourage workplace change and skill development;
- (d) provide the mechanism for appropriately classifying employees;
- (e) identify, target and provide training requirements; and
- (f) provide the basis for nationally recognised and portable qualifications.

For the purpose of professional development Senior Water Industry Officers may undergo training for FMI qualifications.

30 Shift roster hours

30.1 Rostered shifts will be as follows:

- (a) 08:00 – 20:00 (day shift);
- (b) 20:00 – 08:00 (night shift); and
- (c) 08:00 – 16:00 (day relief shift).

30.2 When all WIOs are working at Lower Molonglo they will be rotated through the day shift, the night shift and the day relief shift. All WIOs will be required to, and must be able to, undertake the full range of duties of the WIO shift crew.

30.3 No WIOs will be forced to undertake shift work, or to continue to undertake shift work.

31 Day workers

31.1 A number of WIOs will be employed permanently on day work. These employees will be paid at the base rate of pay for Technical Officers and will not be eligible to receive the shift penalties set out in clause 19 of the Award. However:

- (a) where a day worker is required to undertake shift work to cover unplanned absences of shift workers at short notice (or with no notice), they will be eligible to receive overtime

penalties at the applicable overtime rates set out in the Award;
and

- (b) where a day worker is required to undertake shift work to cover other absences of shift workers (such as absences due to recreation leave and long service leave) and the day worker has been given notice of this, the employee will be temporarily transferred into the shift worker's position and will be paid the applicable annualised salary for the period of time concerned.

32 Salary

- 32.1 WIOs will be paid an annualised salary as detailed in Schedule C.
- 32.2 The annualised salary for WIOs includes payment for attendance at weekly operations meetings and up to 52 hours of work outside standard working hours per annum. Overtime in excess of this threshold amount will be compensated as follows:
 - (a) wherever possible, time in lieu of 1.5 hours for each hour actually worked at a time agreed by ActewAGL and the WIO; or
 - (b) if agreement cannot be reached – 1.5 times the employee's hourly rate (based on their annualised salary) for each hour actually worked.
- 32.3 Senior WIOs will maintain a record of approved overtime for shift crews.
- 32.4 For the purposes of this clause, attendance at weekly operations meetings is not considered to be overtime.

33 Day relief

- 33.1 Each WIO will be rostered to work periods of time on the day relief roster.
- 33.2 When rostered to work the day relief shift, WIOs must be available for duties including (but not limited to) project work, training, and inspection of external plant, provision of coverage for other shift personnel.
- 33.3 In exceptional circumstances, WIOs rostered to work the day relief shift may be required to continue work to provide coverage for absenteeism on the day shift, or to finish work early at an agreed time and return at a later time to provide coverage for absenteeism on the night shift.
- 33.4 A WIO on the day shift relief roster may alter their rostered days with the prior agreement of the Manager Treatment (or delegate).

34 Leave

- 34.1 This arrangement does not alter the current sick leave and/or recreational leave entitlements of shift operators.
- 34.2 If a WIO takes leave while:
- (a) rostered on the 12 hour day shift or night shift, 12 hours will be deducted from the WIO's leave accrual for each day of leave taken; or
 - (b) rostered on an eight hour shift, eight hours will be deducted from the WIO's leave accrual for each day of leave taken.
- 34.3 Where a WIO is on leave on a public holiday on which they are rostered for duty, the appropriate deduction of hours (either eight (8) or twelve (12) hours) will occur in accordance with clause 34.2 above.

35 Higher Duties

- 35.1 A WIO who acts in any position senior to his own for one full shift of eight hours or more will be paid a higher duties allowance. The allowance will be paid at the level of competency held by the acting officer in the classification of the senior position or the base rate of the classification of the senior position whichever is greater.

36 Changes to the roster

- 36.1 The 12 hour roster will be subject to monitoring and review by the Manager Treatment (or delegate) and the relevant unions and/or their workplace delegates.
- 36.2 Management has the right to adjust and revise work rosters as necessary in order to meet operational requirements.

Water Industry Operators		Treatment	
WIO Treatment Level 2 Pay Point 1			Interview against TO 2 position profile
WIO Treatment Level 2 Pay Point 2	6 competencies	201	Follow defined OHS policies, procedures and regulatory requirements
		202	Apply environmental and licensing procedures
		203	Plan and organise personal work activities
		204	Control, record and relay information
		205	Work with others
		206	Perform basic water industry calculations
WIO Treatment Level 2 Pay Point 3	6 competencies	209	Use plans, drawings and specifications
		210	Perform basic water tests
		212	Operate and maintain basic flow control and regulating devices
		218	Perform sampling
		221	Use computerised information and control systems
		266	Monitor, operate and report basic wastewater treatment process
WIO Treatment Level 2 Pay Point 4	4 competencies	265	Monitor, operate and report basic water treatment process
		267	Monitor, operate and report chemical dosing processes
		271	Monitor operate and report sedimentation processes
		364	Perform water laboratory testing
WIO Treatment Level 3/4 Pay Point 1			Interview against TO 3 position profile
WIO Treatment Level 3 Pay Point 2	5 competencies	300	Maintain and promote customer relations
		301	Monitor and co-ordinate environmental procedures
		269	Monitor, operate and report screening processes
		349	Monitor operate and control incineration processes
		360	Monitor, operate and control dewatering processes
WIO Treatment Level 3 Pay Point 3	3 competencies	268	Monitor, operate and report disinfection systems
		346	Monitor, operate and control wastewater treatment processes
		359	Monitor, operate and control nutrient removal processes
WIO Treatment Level 3 Pay Point 4			Interview against WPO position
WIO Treatment Level 3 Pay Point 5	5 competencies	258	Monitor and operate bulkwater transfer systems
		345	Monitor, operate and control water treatment processes
		347	Monitor, operate and control flocculation and coagulation processes
		348	Monitor, operate and control sedimentation and clarification processes
		355	Monitor, operate and control advanced filtration processes
WIO Treatment Level 3 Pay Point 6	2 competencies	305	Monitor, operate and control complex metering, flow control and regulating devices
		310	Monitor and operate bulkwater and/or water distribution systems

Certificate II Water Industry Operations: 6 Core units and 7 Electives

Certificate III Water Industry Operations: 13 Certificate II units + 2 Core units and 7 Electives

Schedule C – Rates of pay

Part 1 - Employees on competency-based pay arrangements

CLASSIFICATION	Pay Point	1-Jul-10	1-Jul-11	1-Jul-12	1-Jul-13
			4.0%	4.0%	4.0%
WATER INDUSTRY OPERATORS (Network Maintenance)					
Level C and Trainee Field Worker over 21	1	50,134	52,144	54,230	56,400
	2	50,707	52,739	54,849	57,043
	3	51,274	53,331	55,465	57,684
	4	51,844	53,922	56,079	58,323
Level B	1	52,538	54,643	56,829	59,103
	2	53,231	55,367	57,582	59,886
	3	53,926	56,088	58,332	60,666
	4	54,515	56,701	58,970	61,329
	5	55,106	57,315	59,608	61,993
	6	55,697	57,931	60,249	62,659
	7	57,095	59,381	61,757	64,228
	8	58,496	60,838	63,272	65,803
	9	59,046	61,411	63,868	66,423
	10	59,598	61,986	64,466	67,045
	11	60,156	62,567	65,070	67,673
Level A	1	63,004	65,528	68,150	70,876
	2	65,212	67,826	70,540	73,362
	3	67,944	70,665	73,492	76,432
	4	70,359	73,179	76,107	79,152
ELECTRICAL WORKER					
Electrical Apprentices (Under 21)					
1st Year		26,550	27,619	28,724	29,873
2nd Year		32,228	33,522	34,863	36,258
3rd Year		39,857	41,457	43,116	44,841
4th Year		47,487	49,392	51,368	53,423
Level 3		47,978	49,903	51,900	53,976
		48,552	50,500	52,520	54,621
		49,117	51,087	53,131	55,257
Level 4		49,684	51,678	53,746	55,896
		50,364	52,385	54,481	56,661
		51,042	53,087	55,211	57,420
		51,763	53,838	55,992	58,232
Electrical Apprentices (Over 21)		50,528	52,554	54,657	56,844
		51,208	53,260	55,391	57,607
		51,885	53,966	56,125	58,370

		52,607	54,716	56,905	59,182
Level 5		53,416	55,558	57,781	60,093
		54,381	56,561	58,824	61,177
		55,343	57,563	59,866	62,261
		56,262	58,517	60,858	63,293
Level 6		57,180	59,470	61,849	64,323
		58,012	60,338	62,752	65,263
		58,844	61,202	63,651	66,198
Level 7		60,661	63,092	65,616	68,241
		61,689	64,161	66,728	69,398
		62,761	65,276	67,888	70,604
		63,901	66,463	69,122	71,887
Level 8		65,495	68,119	70,844	73,678
		66,635	69,306	72,079	74,963
		67,814	70,533	73,355	76,290
		69,048	71,815	74,688	77,676
Level 9		70,333	73,149	76,075	79,118
		71,554	74,424	77,401	80,498
		72,829	75,746	78,776	81,928
		74,162	77,134	80,220	83,429
		74,757	77,754	80,865	84,100
		76,643	79,712	82,901	86,218
		78,261	81,397	84,653	88,040
Level 10		80,747	83,980	87,340	90,834
		83,042	86,368	89,823	93,416
		85,224	88,638	92,184	95,872
		87,134	90,622	94,247	98,017
		89,637	93,226	96,956	100,835
Annualised Rates of Pay					
LMWQCC SHIFT TECHNICAL OFFICERS					
Water Industry Operator Level 2 (Treatment)	1	77,890	81,009	84,250	87,620
Technical officer Level 2	2	82,384	85,686	89,114	92,679
	3	84,610	88,000	91,520	95,181
	4	89,537	93,123	96,848	100,722
Water Industry Operator Level 3 (Treatment)	1	93,413	97,154	101,041	105,083
Technical Officer Level 3/4	2	97,157	101,048	105,090	109,294
	3	103,513	107,659	111,966	116,445
	4	105,814	110,050	114,452	119,031
	5	112,077	116,564	121,227	126,077
	6	118,253	122,988	127,908	133,025
Water Industry Operator Level SMC (Treatment)	1	134,734	140,130	145,736	151,566
	2	141,826	147,504	153,405	159,542

ActewAGL STORES					
ActewAGL Stores Person	1	49,453	51,436	53,494	55,634
	2	50,809	52,848	54,962	57,161
	3	52,143	54,234	56,404	58,661
	4	53,502	55,647	57,873	60,188
	5	54,841	57,040	59,322	61,695
	6	56,327	58,585	60,929	63,367
	7	57,790	60,109	62,514	65,015
	8	59,254	61,628	64,094	66,658
	9	60,792	63,229	65,759	68,390
ActewAGL Senior Stores Person	1	62,779	65,294	67,906	70,623
	2	64,770	67,366	70,061	72,864
	3	66,457	69,121	71,886	74,762
	4	68,166	70,896	73,732	76,682
ActewAGL Senior Stores Person (Team Leader)	1	70,021	72,830	75,744	78,774
	2	72,213	75,106	78,111	81,236
	3	74,250	77,225	80,314	83,527

Part 2 - Electrical Worker Competency Based Classification Structure

The following classification structure will apply on the implementation of the new Electrical Worker Competency Framework in accordance with Clause A3.5.

Competency Level	1-Jul-12	1-Jul-13
1	\$51,900	\$53,976
2	\$52,900	\$55,016
3	\$53,900	\$56,056
4	\$54,900	\$57,096
5	\$55,900	\$58,136
6	\$56,900	\$59,176
7	\$57,900	\$60,216
8	\$58,900	\$61,256
9	\$59,900	\$62,296
10	\$60,900	\$63,336
11	\$61,900	\$64,376
12	\$62,900	\$65,416
13	\$63,900	\$66,456
14	\$64,900	\$67,496
15	\$65,900	\$68,536
16	\$66,900	\$69,576
17	\$67,900	\$70,616
18	\$68,900	\$71,656
19	\$69,900	\$72,696
20	\$70,900	\$73,736
21	\$71,900	\$74,776
22	\$72,900	\$75,816
23	\$73,900	\$76,856
24	\$74,900	\$77,896
25	\$75,900	\$78,936
26	\$76,900	\$79,976
27	\$77,900	\$81,016
28	\$78,900	\$82,056
29	\$79,900	\$83,096
30	\$80,900	\$84,136
31	\$81,900	\$85,176
32	\$82,900	\$86,216
33	\$83,900	\$87,256
34	\$84,900	\$88,296
35	\$85,900	\$89,336
36	\$86,900	\$90,376
37	\$87,900	\$91,416
38	\$88,900	\$92,456
39	\$89,900	\$93,496

40	\$90,900	\$94,536
41	\$91,900	\$95,576
42	\$92,900	\$96,616
43	\$93,900	\$97,656
44	\$94,900	\$98,696
45	\$95,900	\$99,736
46	\$96,900	\$100,776
47	\$97,900	\$101,816

Part 3 - Single salary spine structure

Classification	Description	1-Jul-10	1-Jul-11	1-Jul-12	1-Jul-13	
			4.0%	4.0%	4.0%	
ActewAGL Level 1						
	Office/Store Trainee/Vac Student					
	Office/Vac Level 1	\$26,550	\$27,619	\$28,724	\$29,873	
	Office/Vac Level 2	\$30,587	\$31,818	\$33,091	\$34,415	
	Office/Vac Level 3	\$35,392	\$36,812	\$38,285	\$39,817	
	Office/Vac Level 4	\$39,763	\$41,360	\$43,015	\$44,736	
ActewAGL Level 2	Zone A	Lower	\$43,695	\$45,444	\$47,262	\$49,153
		Upper	\$49,615	\$51,601	\$53,666	\$55,813
	Zone B	Lower	\$49,616	\$51,602	\$53,667	\$55,814
		Upper	\$55,535	\$57,758	\$60,069	\$62,472
ActewAGL Level 3	Zone A	Lower	\$55,536	\$57,759	\$60,070	\$62,473
		Upper	\$65,579	\$68,204	\$70,933	\$73,771
	Zone B	Lower	\$65,580	\$68,205	\$70,934	\$73,772
		Upper	\$75,622	\$78,649	\$81,795	\$85,067
ActewAGL Level 4	Zone A	Lower	\$75,623	\$78,650	\$81,796	\$85,068
		Upper	\$92,203	\$95,893	\$99,729	\$103,719
	Zone B	Lower	\$92,204	\$95,894	\$99,730	\$103,720
		Upper	\$108,782	\$113,136	\$117,662	\$122,369
ActewAGL Level 5	Zone A	Lower	\$108,783	\$113,137	\$117,663	\$122,370
		Upper	\$119,219	\$123,990	\$128,950	\$134,108
	Zone B	Lower	\$119,220	\$123,991	\$128,951	\$134,110
		Upper	\$129,654	\$134,844	\$140,238	\$145,848
ActewAGL Level 6	Zone A	Lower	\$129,655	\$134,845	\$140,239	\$145,849
		Upper	\$137,179	\$142,669	\$148,376	\$154,312
	Zone B	Lower	\$137,180	\$142,670	\$148,377	\$154,313
		Upper	\$144,703	\$150,493	\$156,513	\$162,774

Part 4 - Employees not on competencies who were not on the top pay points of their salary classification under the previous salary structure

CLASSIFICATION	Pay Point	1-Jul-10	1-Jul-11	1-Jul-12	1-Jul-13
			4.0%	4.0%	4.0%
TRAINEE					
Office Trainee/Vacation Student					
	1	26,550	27,619	28,724	29,873
	2	30,587	31,818	33,091	34,415
	3	35,392	36,812	38,285	39,817
	4	39,763	41,360	43,015	44,736
ADMINISTRATIVE SERVICE OFFICERS					
CLASS 1	1	43,695	45,446	47,264	49,155
	2	45,166	46,976	48,856	50,811
	3	46,388	48,248	50,178	52,186
	4	48,293	50,227	52,237	54,327
CLASS 2	1	49,453	51,436	53,494	55,634
	2	50,809	52,848	54,962	57,161
	3	52,144	54,234	56,404	58,661
	4	53,502	55,647	57,873	60,188
	5	54,841	57,040	59,322	61,695
CLASS 3	1	56,328	58,585	60,929	63,367
	2	57,790	60,109	62,514	65,015
	3	59,255	61,628	64,094	66,658
	4	60,792	63,229	65,759	68,390
CLASS 4	1	62,777	65,294	67,906	70,623
	2	64,770	67,366	70,061	72,864
	3	66,458	69,121	71,886	74,762
	4	68,164	70,896	73,732	76,682
CLASS 5	1	70,022	72,830	75,744	78,774
	2	72,213	75,106	78,111	81,236
	3	74,250	77,225	80,314	83,527
CLASS 6	1	75,623	78,654	81,801	85,074
	2	77,505	80,611	83,836	87,190
	3	79,630	82,821	86,134	89,580
	4	83,631	86,981	90,461	94,080

	5	86,870	90,352	93,967	97,726
SENIOR OFFICERS					
Senior Professional Officer					
Senior Technical Officer (Grade C and B)					
Senior Information Technology Officer					
GRADE C	1	95,746	99,580	103,564	107,707
	2	103,239	107,375	111,670	116,137
GRADE B	1	113,134	117,663	122,370	127,265
	2	118,981	123,746	128,696	133,844
	3	127,362	132,462	137,761	143,272
GRADE A		131,392	136,651	142,118	147,803
ENGINEER/SCIENCE (Related)		133,517	138,865	144,420	150,197
INFORMATION TECHNOLOGY OFFICER					
GRADE 1	1	60,792	63,229	65,759	68,390
	2	62,777	65,294	67,906	70,623
	3	64,770	67,366	70,061	72,864
	4	66,458	69,121	71,886	74,762
	5	68,164	70,896	73,732	76,682
	6	69,506	72,293	75,185	78,193
GRADE 2	1	75,623	78,654	81,801	85,074
	2	77,505	80,611	83,836	87,190
	3	79,630	82,821	86,134	89,580
	4	83,631	86,981	90,461	94,080
	5	86,870	90,352	93,967	97,726
TRAINEE					
CADET ENGINEER					
FULL TIME STUDY					
Under 18	1	14,836	15,436	16,054	16,697
At 18	2	17,306	18,003	18,724	19,473
At 19	3	20,025	20,830	21,664	22,531
At 20	4	22,501	23,404	24,341	25,315
Adult	5	23,511	24,456	25,435	26,453
	6	24,164	25,136	26,142	27,188
PROFESSIONAL OFFICER					
CADET ENGINEER/ PRACTICAL TRAINING					

Under 21 Trainees					
1st Year		26,550	27,617	28,722	29,871
2nd Year		32,228	33,521	34,862	36,257
3rd Year		39,857	41,456	43,115	44,840
4th Year		47,487	49,390	51,366	53,421
Over 21 Trainees	1	50,528	52,554	54,657	56,844
	2	51,208	53,260	55,391	57,607
	3	51,885	53,966	56,125	58,370
	4	52,607	54,716	56,905	59,182
Level 1	1	52,737	54,850	57,044	59,326
	2	54,841	57,040	59,322	61,695
	3	58,029	60,355	62,770	65,281
	4	61,902	64,381	66,957	69,636
	5	66,237	68,891	71,647	74,513
	6	70,479	73,305	76,238	79,288
	7	73,981	76,947	80,025	83,226
Level 2	1	75,623	78,654	81,801	85,074
	2	77,920	81,040	84,282	87,654
	3	80,101	83,311	86,644	90,110
	4	82,011	85,297	88,709	92,258
	5	84,515	87,898	91,414	95,071
LEGAL 1	1	58,029	60,355	62,770	65,281
	2	61,902	64,381	66,957	69,636
	3	66,237	68,891	71,647	74,513
	4	70,479	73,305	76,238	79,288
	5	75,623	78,654	81,801	85,074
	6	80,101	83,311	86,644	90,110
	7	84,515	87,898	91,414	95,071
TECHNICAL OFFICER					
TRAINEE TECHNICAL OFFICER					
Under 21 Trainees					
1st Year		26,550	27,619	28,724	29,873
2nd Year		32,228	33,522	34,863	36,258
3rd Year		39,857	41,457	43,116	44,841
4th Year		47,487	49,392	51,368	53,423
Over 21 Trainees	1	50,528	52,554	54,657	56,844
	2	51,208	53,260	55,391	57,607

	3	51,885	53,966	56,125	58,370
	4	52,607	54,716	56,905	59,182
Level 1	1	51,140	53,190	55,318	57,531
	2	52,057	54,146	56,312	58,565
	3	52,887	55,007	57,208	59,497
	4	53,717	55,871	58,106	60,431
SCADA 1		51,140	53,190	55,318	57,531
Level 2	1	55,536	57,763	60,074	62,477
	2	57,333	59,631	62,017	64,498
	3	58,774	61,130	63,576	66,120
	4	60,374	62,794	65,306	67,919
	5	61,902	64,381	66,957	69,636
	6	63,921	66,486	69,146	71,912
Level 3	1	65,209	67,823	70,536	73,358
	2	66,739	69,414	72,191	75,079
	3	68,619	71,369	74,224	77,193
	4	70,479	73,305	76,238	79,288
	5	72,363	75,263	78,274	81,405
	6	73,981	76,947	80,025	83,226
SCADA 2		65,209	67,823	70,536	73,358
Level 4	1	75,623	78,654	81,801	85,074
	2	77,920	81,040	84,282	87,654
	3	80,101	83,311	86,644	90,110
	4	82,011	85,297	88,709	92,258
	5	84,515	87,898	91,414	95,071
SCADA 3		84,515	87,898	91,414	95,071
GENERAL SERVICE OFFICER					
GSO 2	1	40,337	41,958	43,637	45,383
	2	40,872	42,513	44,214	45,983
	3	41,443	43,107	44,832	46,626
	4	42,015	43,701	45,450	47,268
GSO 3	1	43,695	45,446	47,264	49,155
	2	44,270	46,045	47,887	49,803
	3	44,836	46,635	48,501	50,442

	4	45,406	47,227	49,117	51,082
GSO 4	1	45,406	47,227	49,117	51,082
	2	46,087	47,936	49,854	51,849
	3	46,761	48,635	50,581	52,605
	4	47,488	49,392	51,368	53,423
GSO 5	1	48,293	50,227	52,237	54,327
	2	49,257	51,233	53,283	55,415
	3	50,220	52,234	54,324	56,497
	4	51,140	53,190	55,318	57,531
GSO 6	1	51,140	53,190	55,318	57,531
	2	52,057	54,146	56,312	58,565
	3	52,887	55,007	57,208	59,497
	4	53,717	55,871	58,106	60,431
GSO 7	1	55,536	57,763	60,074	62,477
	2	56,564	58,832	61,186	63,634
	3	57,635	59,945	62,343	64,837
	4	58,774	61,130	63,576	66,120
GSO 8	1	60,374	62,794	65,306	67,919
	2	61,506	63,970	66,529	69,191
	3	62,690	65,201	67,810	70,523
	4	63,921	66,486	69,146	71,912
GSO 9	1	65,209	67,823	70,536	73,358
Lower	2	66,431	69,093	71,857	74,732
	3	67,704	70,416	73,233	76,163
	4	69,042	71,808	74,681	77,669
Upper	5	70,479	73,305	76,238	79,288
	6	72,363	75,263	78,274	81,405
	7	73,981	76,947	80,025	83,226
GSO 10	1	75,623	78,654	81,801	85,074
	2	77,920	81,040	84,282	87,654
	3	80,101	83,311	86,644	90,110
	4	82,011	85,297	88,709	92,258
	5	84,515	87,898	91,414	95,071
GSO 9/10	1	67,704	70,416	73,233	76,163
Work Coordinator	2	70,479	73,305	76,238	79,288
	3	73,981	76,947	80,025	83,226

	4	75,623	78,654	81,801	85,074
	5	80,101	83,311	86,644	90,110
	6	84,515	87,898	91,414	95,071
GENERAL SERVICE OFFICER FIELD OPERATIONS					
Trainee Field Worker (Under 21)					
1st Year		26,550	27,619	28,724	29,873
2nd Year		32,228	33,522	34,863	36,258
3rd Year		39,857	41,457	43,116	44,841
4th Year		47,487	49,392	51,368	53,423
GSO 2		42,047	43,729	45,479	47,299
		42,584	44,288	46,060	47,903
		43,154	44,881	46,677	48,545
		43,725	45,474	47,293	49,185
GSO 3		49,229	51,199	53,247	55,377
LOADER		49,803	51,796	53,868	56,023
LABOURER, SKILLED		50,369	52,384	54,480	56,660
PIPE JOINTER (2ND CLASS)		51,032	53,074	55,197	57,405
MAINTENANCE MAN 88 (S&SW NTH&STH REGION)		49,839	51,833	53,907	56,064
		50,412	52,429	54,527	56,709
		50,979	53,019	55,140	57,346
		51,549	53,611	55,756	57,987
GSO 4					
LOADER		50,940	52,978	55,098	57,302
AUGER OPERATOR PROLINE		51,622	53,687	55,835	58,069
PIPE JOINTER (1ST CLASS)		52,296	54,388	56,564	58,827
		53,022	55,143	57,349	59,643
MAINTENANCE MAN 88 (SEWAGE TREATMENT)		51,549	53,611	55,756	57,987
		52,230	54,320	56,493	58,753
		52,905	55,022	57,223	59,512
		53,632	55,778	58,010	60,331
GSO 5					
MAINTENANCE MAN 88 (SEWAGE TREATMENT)		54,436	56,614	58,879	61,235
		55,402	57,619	59,924	62,321
		56,365	58,620	60,965	63,404
		57,283	59,575	61,958	64,437
DRAINER (OPERATOR LIC)		54,731	56,921	59,198	61,566
DRAINER (SANITARY LIC)		55,697	57,925	60,242	62,652
FITTER (Sewer)		56,659	58,926	61,284	63,736
PLUMBER		57,579	59,883	62,279	64,771

FITTER (WATER)		52,900	55,016	57,217	59,506
		53,865	56,020	58,261	60,592
		54,829	57,023	59,304	61,677
		55,747	57,977	60,297	62,709
CARPENTER		51,568	53,635	55,781	58,013
PAINTER		52,533	54,639	56,825	59,098
		53,496	55,642	57,868	60,183
		54,415	56,599	58,863	61,218
GSO 6					
CARPENTER (SUPERVISION)		54,415	56,599	58,863	61,218
PAINTER (SUPERVISION)		55,333	57,552	59,855	62,250
		56,162	58,412	60,749	63,179
		56,992	59,278	61,650	64,116
FITTER (Sewer)		57,579	59,889	62,285	64,777
GANGER (WATER SUPPLY)		57,592	59,901	62,298	64,790
PLUMBER		58,421	60,764	63,195	65,723
		59,252	61,627	64,093	66,657
FITTER (WATER)		55,747	57,977	60,297	62,709
		56,666	58,933	61,291	63,743
		57,493	59,793	62,185	64,673
		58,325	60,658	63,085	65,609
GSO 7					
FITTER (SUPERVISION)		61,977	64,457	67,036	69,718
GANGER (SEWERAGE & STORMWATER)		63,004	65,525	68,146	70,872
PLUMBER (SUPERVISION)		64,073	66,636	69,302	72,075
		65,212	67,821	70,534	73,356
FITTER (WATER)		60,144	62,550	65,052	67,655
		61,171	63,618	66,163	68,810
		62,242	64,732	67,322	70,015
		63,380	65,916	68,553	71,296

NETWORK OPERATORS					
(Annualised Salary)	1	111,949	116,436	121,094	125,938
	2	114,429	119,011	123,772	128,723
	3	119,379	124,158	129,125	134,290
	4	124,330	129,308	134,481	139,861

EMERGENCY SERVICE OPERATORS					
(ASO-2)	1	62,419	64,919	67,516	70,217
	2	64,132	66,699	69,367	72,142
	3	67,531	70,235	73,045	75,967
	4	69,219	71,993	74,873	77,868
(ASO-3)	1	71,096	73,946	76,904	79,981
	2	72,875	75,797	78,829	81,983
	3	74,660	77,652	80,759	83,990
	4	76,533	79,600	82,784	86,096
DISPATCHER					
General Service Officer Level 9	1	85,955	89,399	92,975	96,694
	2	87,562	91,072	94,715	98,504
	3	89,241	92,817	96,530	100,392
	4	91,007	94,651	98,438	102,376
	5	92,901	96,620	100,485	104,505
	6	95,383	99,205	103,174	107,301
	7	97,516	101,419	105,476	109,696
General Service Officer Level 9/10	1	89,241	92,817	96,530	100,392
	2	92,901	96,620	100,485	104,505
	3	97,516	101,419	105,476	109,696
	4	99,680	103,673	107,820	112,133
	5	105,439	109,664	114,051	118,614
	6	111,399	115,861	120,496	125,316
LMWQCC WATER					
General Service Officer Level 4	1	64,458	67,041	69,723	72,512
Maintenance/Man 88	2	65,294	67,910	70,627	73,453
	3	66,121	68,772	71,523	74,384
	4	67,017	69,700	72,488	75,388
General Service Officer Level 5	1	68,016	70,740	73,570	76,513
Maintenance/Man 88	2	69,205	71,978	74,858	77,853
	3	70,387	73,205	76,134	79,180
	4	71,520	74,384	77,360	80,455
General Service Officer Level 5	1	68,327	71,064	73,907	76,864
Fitter	2	69,514	72,298	75,190	78,198
	3	70,698	73,530	76,472	79,531
	4	71,826	74,705	77,694	80,802
General Service Officer Level 6	1	71,826	74,705	77,694	80,802

Fitter	2	72,959	75,883	78,919	82,076
	3	73,978	76,943	80,021	83,222
	4	75,001	78,007	81,128	84,374
General Service Officer Level 7	1	77,232	80,327	83,541	86,883
Fitter	2	78,504	81,648	84,914	88,311
	3	79,825	83,025	86,346	89,800
	4	81,222	84,477	87,857	91,372
LMWQCC ELECTRICITY					
General Service Officer Level 4	1	61,485	63,948	66,506	69,167
Tradesman Assistant	2	62,315	64,812	67,405	70,102
	3	63,150	65,682	68,310	71,043
	4	64,037	66,603	69,268	72,039
General Service Officer Level 5	1	65,038	67,640	70,346	73,160
Tradesman Assistant	2	66,221	68,870	71,625	74,490
	3	67,406	70,103	72,908	75,825
	4	68,535	71,277	74,129	77,095
General Service Officer Level 5	1	66,210	68,862	71,617	74,482
Electrical Fitter	2	67,392	70,092	72,896	75,812
	3	68,578	71,325	74,178	77,146
	4	69,708	72,501	75,402	78,419
General Service Officer Level 6	1	69,708	72,501	75,402	78,419
Electrical Technician (Grade 1)	2	70,837	73,677	76,625	79,690
	3	71,864	74,742	77,732	80,842
	4	72,886	75,806	78,839	81,993
General Service Officer Level 7	1	75,118	78,126	81,252	84,503
Electrical Technician (Grade 2)	2	76,385	79,446	82,624	85,929
	3	77,703	80,818	84,051	87,414
	4	79,103	82,271	85,562	88,985
General Service Officer Level 8	1	81,071	84,316	87,689	91,197
Electrical Technician (Grade 3)	2	82,467	85,773	89,204	92,773
Instrument and Control Tradesman	3	83,920	87,284	90,776	94,408
	4	85,435	88,858	92,413	96,110
General Service Officer Level 9	1	87,016	90,497	94,117	97,882
Electrical Technician (Grade 3)	2	88,524	92,065	95,748	99,578
	3	90,085	93,689	97,437	101,335
	4	91,729	95,399	99,215	103,184

LMWQCC STORES					
Senior Stores Supervisor	1	70,925	73,768	76,719	79,788
Grade 1	2	72,728	75,643	78,669	81,816
SCADA TREATMENT CLASSIFICATIONS					
SCADA1		60,090	62,498	64,999	67,599
SCADA2		76,621	79,692	82,880	86,196
SCADA3		99,305	103,280	107,411	111,708
FIELD SERVICES WORK COORDINATORS					
Water and Treatment	1	85,304	88,722	92,271	95,962
	2	88,803	92,359	96,054	99,897
	3	93,214	96,947	100,825	104,858
	4	95,285	99,101	103,066	107,189
	5	100,925	104,971	109,170	113,537
	6	106,488	110,751	115,182	119,790

Schedule D - Conditions related to change of state of Actew Corporation and ActewAGL Superannuation

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

2 Compensation (Work Related Injuries)

- 2.1 Should the employer parties to this agreement change during the life of this agreement so that ACTEW Corporation is no longer an employer party and the new employer parties are not eligible to be covered by Comcare, the following conditions shall apply.
- 2.2 Employees injured at work on or prior to the date of the sale of ACTEW Corporation, and for whom Comcare and ACTEW Corporation accept liability, shall continue to receive benefits from Comcare after that date.
- 2.3 Employees injured after the sale of ACTEW Corporation shall be subject to the conditions of the relevant jurisdiction applying.

Schedule E – Attraction and Retention Allowance

Classifications	Occupations	Parts of the Business with recruitment and retention problems	Allowance (per week)	Allowance (per annum)
EW6, EW7, EW8, EW9, EW10, GSO9/10 Work Coordinator, GSO4 TA, GSO5 TA, GSO5 Electrical Fitter, GSO6 Electrical Technician (Grade 1), GSO7 Electrical Technician (Grade 2), GSO8 Electrical Technician (Grade 3), Instrument and Control Tradesman, GSO9, Electrical Technician(Grade 3), HV Planners, Network Operators in Networks Division, SCADA Operators	Electrical Trades	Networks and Lower Molonglo	\$114.66	\$5,981.43
Electrical Worker Apprentice and Electrical Worker	Non-Trades	Networks and Lower Molonglo	\$69.46	\$3,623.36
GSO Maintenance Man Level 4, and 5	Non-Trades	Lower Molonglo	\$66.15	\$3,450.82
GSO Level 5, 6 and 7 Fitters	Mechanical Maintenance	Lower Molonglo	\$114.66	\$5,981.43
Professional Officers (SPO and PO)	Engineering	Networks	\$110.25	\$5751.37
Technical Officers (STO and TO)	Technical Officers	Networks	\$110.25	\$5751.37
Professional Officers (SPO and PO)	Engineering	Water	\$55.12	\$2875.43
Technical Officers (STO and TO)	Technical Officers	Water	\$55.12	\$2875.43

Schedule F Miscellaneous Allowances

1 Isolated Establishment Allowance

- 1.1 This clause applies to an employee who is required to travel to an isolated establishment to attend duty.
- 1.2 Isolated Establishment Allowance is payable for each day an employee attends duty.
- 1.3 An employee is entitled to be paid the full rate of isolated establishment allowance for each continuous period of duty if they do not travel at ActewAGL expense and:
- (a) Travel to an isolated establishment to attend for a period of normal duty; or
 - (b) Have been directed to return to duty, with or without prior notice, to perform extra duty

1.4 Isolated Establishment Allowance Rates

- (a) Googong Water Treatment Plant

With effect from the first pay period on or after the date of certification of the agreement \$7.71 per day

- (b) Lower Molonglo Water Quality Control Centre

With effect from the first pay period on or after the date of certification of the agreement \$2.84 per day

- (c) Mount Stromlo Water Treatment Plant

With effect from the first pay period on or after the date of certification of the agreement \$4.86

1.5 Non-Eligibility

The following are not entitled to this allowance:

- (a) An employee who lives in a dwelling provided by ActewAGL at the establishment, or very close to it;
- (b) An employee who receives an allowance in the way of travel allowance;
- (c) An employee who receives a bulked disability allowance with a component of travel allowance;
- (d) An employee who receives an allowance for the use of a private motor vehicle for official purposes or excess kilometres allowance.

2 Electrical Worker Leading Hand Allowance

- 2.1 Electrical Workers in the classifications at Clause 3.12 Schedule A of this Agreement will be paid an All Purpose Allowance of \$120 per week when they perform Leading Hand duties.
- 2.2 The payments of this allowance will commence from the first full pay period after this Agreement commences operation.

3 Cadets Textbook Payment

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

4 Payment for Maintaining Chartered Status

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

5 Attraction and Retention Allowance

- 5.1 The parties agree to consider, and if agreed apply, an attraction and retention allowance to any work classification where there is a difficulty in recruiting and retaining skilled staff.

Schedule G Inclement Weather provisions

- 1.1 This clause is intended to cover employees working outdoors in inclement weather and abnormal climatic conditions.
- 1.2 This clause will be applied in conjunction with the following "Always Safe" Compliance Guides as amended from time to time however they will not form part of this agreement.
 - (a) HSE-CG-067 "Outdoor Work."
 - (b) HSE-CG-093 "Hot Working Conditions"
- 1.3 During inclement weather or abnormal climatic conditions the employee shall include as part of their site risk assessment, the working environment, taking into account hazards associated with working outdoors in these conditions.
- 1.4 In the first instance decisions about whether it is safe to work shall be taken at the local level through consultation between the supervisor and line manager.
- 1.5 Supervisors/ Line Managers should seek advice from Health and Safety Professionals where uncertainty exists.
- 1.6 When the decision has been taken that work should cease due to inclement weather or abnormal climatic conditions, Employees working outdoors shall seek access to shelter from the prevailing inclement weather or abnormal climatic conditions.
- 1.7 Employees shall not leave the workplace without being authorised by their immediate supervisor. In all instances resulting in the employees leaving site, employees will carefully store any tools, materials, equipment or any other property of the company in a safe and secure manner and ensure the site and network assets are left in a safe condition for both future workers on site as well as members of the public.
- 1.8 Employees working outdoors may be transferred from one location where it is unreasonable to work due to inclement weather or abnormal climatic conditions to work at another location which is not affected.
- 1.9 When work has ceased because of inclement weather, Employees working outdoors shall not be required to resume work until it is safe to do so and in consultation with supervisor/ line manager. In the event that it is necessary to postpone work for more than two hours, employees will go back to their depots so that activities such as toolbox talks, training, maintenance can be arranged.

- 1.10 In agreed emergency situations such as loss of supply or risk to public health and safety, work shall continue through inclement weather or abnormal climatic conditions. When undertaking any work the safety of the Employees must be given the highest priority.
- 1.11 In work locations where personnel are exposed to rain, work in such conditions will be limited to emergency response where there is a threat to the safety of the public and/or environmental risks or where a job has commenced prior to the commencement of the rain and the non-completion of the job would lead to a public safety or environmental risk or for the public.

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

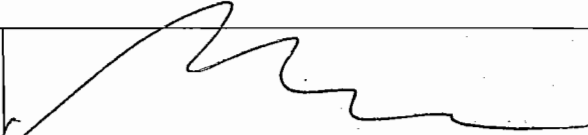
- Issued with suitable waterproof clothing
 - When employees become wet due to the performance of the work, they will be released from duty when the job is completed for a reasonable period of time, to change into dry clothing with no loss of earnings.
- 1.12 If any employee is required by the company to work in temperatures exceeding 36 degrees they must rest for one full hour for every one hour worked with no loss of earnings.
- 1.13 This clause does not preclude any individual employee from ceasing work earlier than indicated above due to health and safety reasons when distressed by the inclement climatic conditions. Line supervision, health and safety staff as appropriate, shall be informed of such cessation of work.

Signatories to the ActewAGL and Combined Enterprise Agreement 2011

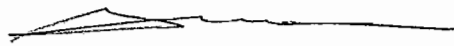
Signed for and on behalf of

ActewAGL and ACTEW Corporation (The Employer)

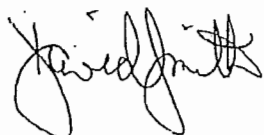
ActewAGL


The representative authorised to sign employment agreements on behalf of the partnerships comprising ActewAGL.	
Full name	MICHAEL COSTELLO
Address	40 BUNDA ST, CANBERRA
Position held with the employer	CHIEF EXECUTIVE OFFICER.


ACTEW Corporation


The representative authorised to sign employment agreements on behalf ACTEW Corporation.	
Full name	MARK SGARBI
Address	40 Bunda St, CANBERRA
Position held with the employer	MANAGING DIRECTOR

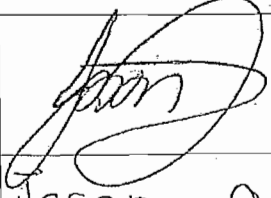
The Employees

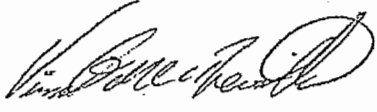
The representative authorised to sign this agreement on behalf of the union bargaining representatives of the APESMA (The Association of Professional Engineers, Scientists and Managers, Australia.)	
Full name	David Smith
Address	4/7 Napier Close DEAKIN 2600
Position held in Employee organisation	Director ACT


The representative authorised to sign this agreement on behalf of the union bargaining representatives of the AWU (The Australian Workers Union)	
Full name	Russ Collison
Address	16-20 Good Street GRANVILLE NSW 2142
Position held in Employee organisation	Branch Secretary

The representative authorised to sign this agreement on behalf of the union bargaining representatives of the AMWU (The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.)	
Full name	Tim Ayres
Address	133 Parramatta Rd Granville NSW 2142
Position held in Employee organisation	State Secretary


The representative authorised to sign this agreement on behalf of the union bargaining representatives of the CEPU (Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.)	 16/8/11
Full name	BERNIE RIOR DAN
Address	Level 5, 370 Pitt St SYDNEY
Position held in Employee organisation	SECRETARY.

The representative authorised to sign this agreement on behalf of the union bargaining representatives of the CFMEU (Construction, Forestry, Mining & Energy Union)	
Full name	Jason O' Mara
Address	3 Rosevear Place, Dickson ACT 2602
Position held in Employee organisation	Assistant secretary

The representative authorised to sign this agreement on behalf of the union bargaining representatives of the CPSU (Community and Public Sector Union)	
Full name	Vince McDevitt
Address	Lev 1, 40 Brisbane Ave, Barton, ACT
Position held in Employee organisation	ACT Regional Director



The representative authorised to sign this agreement on behalf of the union bargaining representatives of the NUW (National Union of Workers)	
Full name	SAM ROBERTS
Address	883 BOTTLICK ST, DOCKLANDS, VIC, 3008
Position held in Employee organisation	GENERAL BRANCH SECRETARY

The representative authorised to sign this agreement on behalf of the union bargaining representatives of the TWU (Transport Workers Union of Australia.)	
Full name	
Address	
Position held in Employee organisation	

The non-union bargaining representative authorised to sign this agreement under the instrument of Appointment as a Bargaining Representative	
Full name	PHILIP DINSE-VENERIS
Address	4 SEAL PLACE FLYNN ACT 2615
Position held in Employee organisation	AUTOMATION & SCADA SYSTEMS INTEGRATOR

The representative authorised to sign this agreement on behalf of the union bargaining representatives of the CPSU (Community and Public Sector Union)	
Full name	
Address	
Position held in Employee organisation	

The representative authorised to sign this agreement on behalf of the union bargaining representatives of the NUW (National Union of Workers)	
Full name	
Address	
Position held in Employee organisation	

The representative authorised to sign this agreement on behalf of the union bargaining representatives of the TWU (Transport Workers Union of Australia.)	
Full name	MICHAEL KAINE 
Address	328-390 SUSSEX ST SYDNEY
Position held in Employee organisation	NATIONAL ASSISTANT SECRETARY

The non-union bargaining representative authorised to sign this agreement under the instrument of Appointment as a Bargaining Representative	
Full name	
Address	
Position held in Employee organisation	