

2023-27

POWERLINK QUEENSLAND REVENUE PROPOSAL

Regulatory Information Notice Return – PUBLIC

Powerlink Managers Enterprise Agreement 2021

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DECISION

Fair Work Act 2009

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

**Queensland Electricity Transmission Corporation Limited T/A Powerlink
Queensland**
(AG2020/3470)

POWERLINK MANAGERS ENTERPRISE AGREEMENT 2021

Electrical power industry

COMMISSIONER HUNT

BRISBANE, 15 DECEMBER 2020

Application for approval of the Powerlink Managers Enterprise Agreement 2021.

[1] Queensland Electricity Transmission Corporation Limited T/A Powerlink Queensland (the Employer) has applied for approval of an enterprise agreement known as the *Powerlink Managers Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] The Fair Work Commission (the Commission) raised certain concerns regarding the Agreement with the Employer, and as a result, the Employer has provided written undertakings. A copy of the undertakings is attached at Annexure A. Pursuant to s.190(4) of the Act, I sought the views of the Association of Professional Engineers, Scientists and Managers, Australia (APESMA), the Australian Municipal, Administrative, Clerical and Services Union (ASU) and the employee bargaining representative regarding the undertakings, allowing a period of two business days from receipt of the undertakings to provide any views. I did not receive any correspondence from the bargaining representatives to my chambers regarding the undertakings.

[3] I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.190 of the Act, I accept the undertakings. In accordance with s.201(3) of the Act, I note that the undertakings are taken to be a term of the Agreement.

[4] I have taken into consideration the material filed in the Commission. Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account s.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[5] The APESMA and ASU being a bargaining representative for the Agreement have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the APESMA and ASU.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 22 December 2020. It is noted, however that the *Powerlink Managers Enterprise Agreement 2018* applies to employees and to the Employer and is currently in force, as its nominal expiry date is 21 January 2021. If there is no intervening event between now and 21 January 2021, pursuant to s.58 of the Act, the *Powerlink Managers Enterprise Agreement 2018* will apply until 21 January 2021 when it is replaced by the *Powerlink Managers Enterprise Agreement 2021*.



COMMISSIONER

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Annexure A:

IN THE FAIR WORK COMMISSION

FWC Matter No
AG2020/3470

Applicant
Queensland Electricity Transmission Corporation Limited T/A Powerlink Queensland

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Joanne Barrett, Manager Employee Relations and Business Partners have the authority given to me by Queensland Electricity Transmission Corporation Limited T/A Powerlink Queensland to give the following undertaking with respect to the Powerlink Managers Enterprise Agreement 2021 ("the Agreement"):

- 1 Clause 8 26 of the Agreement which provides for representation in a dispute, will be taken to be read and interpreted in conjunction with section 186(6) of the Fair Work Act 2009 (the Act) without limiting what representation an employee may have

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

 Signature

11 December 2020 Date



Powerlink Managers Enterprise Agreement 2021

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

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PART 1: INTRODUCTION

1. TITLE

This Agreement will be known as the *Powerlink Managers Enterprise Agreement 2021* (the Agreement). For the Managers covered by this Agreement, the Agreement replaces the *Powerlink Managers Enterprise Agreement 2018*.

2. DURATION

This Agreement will operate 7 days after approval from the Fair Work Commission (FWC), will take effect on 22 January 2021 and will have a nominal expiry date of 21 January 2024.

This Agreement will continue to operate beyond the nominal expiry date until such time as it is replaced or terminated by law.

3. APPLICATION

3.1 This Agreement applies to:

- a) The Queensland Electricity Transmission Corporation (ACN 078 849 233) trading as Powerlink Queensland (**Powerlink**); and
- b) Employees of Powerlink employed in the classifications set out in the Managerial Classification Structure at **Schedule 1** of this Agreement who earn a Base Reference Salary* of no more than 115% of the highest applicable Base Salary provided for in **Schedule 3** of this Agreement (**Manager**).
- c) The Unions signatory to this Agreement.

*Base Reference Salary is the employee's Total Employment Cost remuneration as provided for by **Schedule 6** (Alternative Working Arrangements), with superannuation deducted.

3.2 This Agreement does not apply to employees of Powerlink employed in roles more senior than those set out in **Schedule 1** (such as Group Managers) or employees employed in roles less senior than those set out in **Schedule 1** (such as Team Leaders or Supervisors).

4. PARTIES

The Parties to this Agreement are;

- Powerlink Queensland
Powerlink Queensland is the trading name of the Queensland Electricity Transmission Corporation (ACN 078 849 233) and is referred to in this document as Powerlink.
- The Association of Professional Engineers, Scientists and Managers Australia (Professionals Australia)
- Australian Municipal, Administrative, Clerical and Services Union

Who are referred to throughout the Agreement as the '**Parties**'.

5. NO EXTRA CLAIMS

It is agreed that during the life of this Agreement no extra claims will be made by any party to this agreement in relation to employment conditions. This clause does not affect the operation of clause 25 (Alternative Working Arrangements) of this Agreement.

6. DISPLAYING OF THIS AGREEMENT

A copy of this Agreement will be made available in electronic format on Powerlink's intranet. On request, a hard copy will be provided to any Manager.

7. CONSULTATION

7.1 Powerlink recognises the value in a positive employee relations environment and the benefits to be gained through consultation with employees and their representatives in the workplace. The parties agree that a cooperative and positive approach to employee relations will support a safe, capable and engaged workplace culture which will help deliver the best outcomes for Powerlink's business, its people, our customers and the community.

Powerlink will maintain open communication channels with employees and their representatives, including unions, at the workplace and organisational level. In order to facilitate this, Powerlink's Employee Relations Manager and management representatives will formally meet with union officials and delegates quarterly.

7.2 The following provisions apply if Powerlink:

- a) intends to make a final decision in relation to a major change to production, program, organisation, structure, or technology in relation to its enterprise and the change is likely to have a significant effect on its employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

7.3 Powerlink will notify the relevant employees and their union(s) of its intention in relation to major change as set out in clause 7.2(a).

7.4 The relevant employees may appoint a representative for the purposes of the procedures in this clause.

7.5 If:

- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) the employee or employees, or a relevant union on behalf of a member or members advise Powerlink of the identity of the representative;

Powerlink will recognise the representative.

7.6 Prior to making its final decision, Powerlink will:

- a) consult with the relevant employees and their representative in relation to:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures Powerlink is taking to avert or mitigate the adverse effect of the change on the employees; and
- b) for the purposes of the consultation — provide, in writing, to the relevant employees and their representative:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.

7.7 However, Powerlink is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives.

7.8 Powerlink will give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representative.

- 7.9 If another clause in this Agreement prescribes a process for a major change to Powerlink's production, program, organisation, structure or technology, then the terms of that other clause will apply and this clause will have no effect.
- 7.10 In this clause, a major change is likely to have a significant effect on employees if it results in:
- a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs

Change to regular roster or ordinary hours of work (clauses 7.11 to 7.17 apply)

- 7.11 For a change referred to in clause 7.2 (b) the employer must notify the relevant employees and their union(s) of the proposed change.
- 7.12 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.13 If;
- a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 7.14 As soon as practicable after proposing to introduce the change, the employer must:
- a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.15 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.16 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 7.17 In this clause, relevant employees mean the employees who may be affected by the major change.

8. DISPUTE RESOLUTION / PROBLEM SOLVING PROCESS

- 8.1 The parties to this Agreement have a shared commitment to address issues, grievances and disputes in a fair, reasonable and timely manner.
- 8.2 Powerlink and its employees would prefer that if a problem arises every attempt is made to resolve the matter at a local level. However, where this cannot be achieved, any issue, grievance or dispute as to the wages or conditions of employment, or in relation to matters arising under this Agreement or the National Employment Standards, will be settled by the process outlined in this clause.

- 8.3 Whilst this process is being followed, normal work will continue and the status quo will be maintained, except in the case of a genuine safety issue directly affecting the performance of the work. The status quo will not be unreasonably used to frustrate or delay a change process commenced under the consultation provisions of this Agreement.
- 8.4 This process applies equally to disputes involving individual or multiple employees.

STAGE A – Workplace Resolution Process

- 8.5 **Step 1:** The employee will in the first instance attempt to resolve any issue, grievance or dispute with the immediate supervisor. Where the issue, grievance or dispute concerns alleged inappropriate actions of the immediate supervisor the employee may bypass this step in the process.
- 8.6 **Step 2:** If the issue, grievance or dispute is not resolved in Step 1 the employee or, if the employee so chooses, the employee's nominated representative may refer the matter to the next higher level of management for discussion. Such discussion should, where practicable, take place within one business day after the request by the employee or the employee's nominated representative.
- 8.7 **Step 3:** If the issue, grievance or dispute is still unresolved after discussions mentioned in Step 2, the matter will be reported to relevant Powerlink Senior Management and/or relevant People & Culture Division Representative. This should occur as soon as practicable after it is evident that discussions under Step 1 and 2 are unlikely to result in resolution of the issue, grievance or dispute.
- 8.8 **Step 4:** If the issue, grievance or dispute is still unresolved after discussions mentioned in Step 3, the matter will be reported to the General Manager People & Culture or delegated Powerlink representative. This should occur as soon as practicable after it is evident that discussions under Step 3 are unlikely to result in resolution of the dispute.

Where Stage A fails to resolve the issue, grievance or dispute, the following process shall apply

STAGE B – Conciliation

- 8.9 As part of the initial referral of a dispute to FWC, the referring party must request FWC to hold a conciliation conference.
- 8.10 A notice requesting conciliation must be sent to FWC and all relevant parties. The notice must outline the Employee(s) affected, the relevant issues and provisions of the Agreement involved.
- 8.11 All parties notified of the proceedings must attend and genuinely participate in a conciliation conference.
- 8.12 During the conciliation conference FWC will attempt to assist the parties to the dispute to agree on terms for a resolution of the dispute. FWC may inform those parties of the assessment of the merits of their prospects of success in the dispute proceedings.
- 8.13 Where appropriate, FWC may make non-binding recommendations to the parties including, but not limited to, recommending that the dispute be discontinued or, whether or not it recommends another way of resolving the dispute. Recommendations made by FWC must be in writing and accompanied by written reasons unless it is agreed between the parties that reasons are not required.
- 8.14 On the request of one of the Parties, conciliation proceedings conducted before FWC will be recorded and transcribed by the relevant reporting bureau. Such transcripts will be kept confidential and may not be copied or published without the consent of both parties. Where costs are incurred in producing transcripts, the parties agree to equally share the costs of recording and transcription.

- 8.15 The parties to the dispute will make all reasonable attempts to respond to any recommendations by FWC within three working days as to whether they agree to resolve the dispute on the terms recommended by FWC. However, it is recognised that some matters may be of such complexity or importance that it may take a further reasonable period of time for either party to the dispute to provide such a response. Notwithstanding the above, the parties to the dispute must not unreasonably withhold notifying FWC of their intentions to comply.
- 8.16 If a party to the dispute fails to inform FWC that they intend to comply with the recommendation/s or have advised FWC that they do not intend to comply with the recommendation/s FWC will at the request of a party to the dispute list the matter for arbitration.

STAGE C – Arbitration

- 8.17 If a conciliation proceeding fails to fully resolve a dispute, a party to the dispute may request FWC to proceed to arbitration in order to deal with the outstanding dispute.
- 8.18 In an arbitration proceeding, unless all the parties to the dispute agree, evidence will not be given, or statements made, that would disclose any admissions, concessions or offers made in a conciliation proceeding in relation to matters that are to be resolved at arbitration. However, if evidence is led at the arbitration that would mislead FWC as to facts of the dispute, a party may disclose such admissions, concessions or offers, but only to the extent necessary to correct the misleading material.
- 8.19 The parties agree that the arbitration proceedings conducted before FWC will be recorded and transcribed by the relevant reporting bureau for use by the parties.
- 8.20 The decision of FWC will bind the parties, subject to a party to the dispute exercising a right of appeal against the decision of a single member to a Full Bench of FWC. Publication of FWC's decision will be provided to the parties to the dispute.

STAGE D - Appeal from Decision of FWC

- 8.21 A party to the dispute dissatisfied with the decision of FWC may appeal against the decision to the Full Bench of FWC.
- 8.22 An appeal must be started by filing the Application to Appeal in the FWC registry within 21 days after the date of the decision.
- 8.23 An appeal to the Full Bench of FWC is by way of re-hearing on the record. However, the Full Bench may hear evidence afresh, or hear additional evidence, if the Full Bench considers it appropriate to effectively dispose of the appeal.
- 8.24 The Full Bench may:
- dismiss the appeal or
 - allow the appeal, set aside the decision and substitute another decision or
 - allow the appeal and amend the decision or
 - allow the appeal, suspend the operation of the decision and remit the dispute, with or without directions, to FWC for report to the Full Bench or to act according to law
- 8.25 General Provisions

Nothing within this clause will prevent a party to the dispute exercising their right, under the law, to take court action in order to resolve the dispute.

Representation

- 8.26 In utilising this approach, a party to the dispute may elect to be represented by another party. However, a party to the dispute may be represented by a lawyer if, and only if:
- the parties consent or
 - on application by a party, FWC is satisfied, having regard to the matter the proceedings relate to, that there are special circumstances that make it desirable for the party to be legally represented or
 - on application by a party, FWC is satisfied the party or person can be adequately represented only by a lawyer
- 8.27 To remove doubt, a party is not legally represented if the party to the dispute is represented by an officer of an organisation.

Conduct of Proceedings in FWC

- 8.28 Any dispute referred to the FWC will be dealt with by:
- In the case of Conciliation or Arbitration, a member nominated by the President.
 - In the case of an Appeal, three members of FWC nominated by the President. The Commissioner whose decision is being appealed is excluded from hearing the appeal.
- 8.29 FWC must perform its functions in a way that avoids unnecessary technicalities and facilitates the fair and practical conduct of any proceedings conferred upon it by this Agreement.
- 8.30 FWC will hear and determine the dispute and may have regard to any evidence given, and any arguments put forward, in arbitration proceedings in relation to the dispute or, part of the dispute.
- 8.31 Subject to the limitations set out above, FWC may:
- inform itself in any manner that it thinks appropriate
 - take evidence on oath or affirmation
 - conduct a hearing
 - give directions orally or in writing in the course of, or for the purpose of, procedural matters relating to the proceeding
 - compel the production of documents that relate to the dispute
 - summon before it any party to the dispute, witness or persons whose presence FWC believes would help in the resolution of the dispute
 - determine the dispute in the absence of any party or person who has been notified of the dispute or who has been summoned to appear
 - determine the date, time and location where the conciliation and/or arbitration will occur
 - conduct the proceeding, or any part of the proceeding, in private
 - adjourn the proceeding to any time or location
 - conduct a workplace inspection to inspect or view any work, material, machinery, document or other thing or interview any employee who is usually engaged in work at the workplace
 - refer any matter to an expert and accepting the expert's report as evidence
 - convene a compulsory conference
 - correct, amend or waive any error, defect, or irregularity whether in substance or in form
 - make an interim decision and
 - make a final decision in respect of the matter to which the dispute relates
- 8.32 Where the parties to the dispute have not otherwise provided powers to FWC to deal effectively with a dispute, those parties may agree to provide FWC with the necessary powers to effect settlement or resolution of the dispute. In such circumstances, the parties to the dispute will not unreasonably withhold consent to providing FWC with such additional powers.

Costs

- 8.33 Unless otherwise agreed, each party to the dispute will bear their own costs, except where FWC determines a matter in dispute to be frivolous or vexatious. In such cases FWC will determine the issue of costs.

9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 9.1 An employee may make a request to Powerlink to make an Individual Flexibility Arrangement to vary the effect of particular terms of this enterprise agreement. The request must be in order to meet the employee's individual circumstances and genuine needs as they relate to:

- a) child care; or
- b) obligations to care for family members; or
- c) return to work arrangements after parental leave; or
- d) education; or
- e) transition to retirement arrangements.

- 9.2 An Individual Flexibility Arrangement can only vary an employee's arrangements about when their ordinary hours of work are performed. Employees who meet the circumstances above can enter into an Individual Flexibility Arrangement and structure their ordinary hours of work to any time between 5.00am and 7.30pm Monday to Friday.

- 9.3 An Individual Flexibility Arrangement must be requested by the employee and cannot be initiated by Powerlink. Powerlink will consider the request against operational requirements. The Individual Flexibility Arrangement will be subject to mutual agreement.

- 9.4 Powerlink must ensure that the terms of the Individual Flexibility Arrangement:

- a) are about permitted matters under [section 172 of the Fair Work Act 2009](#);
- b) do not include unlawful terms under [section 194 of the Fair Work Act 2009](#);
- c) result in the employee being better off overall than the employee would be if no individual arrangement was made; and
- d) will not impact upon workplace health and safety obligations (e.g. fatigue, security)

- 9.5 The Individual Flexibility Arrangement must:

- a) name the parties of the agreement;
- b) be in writing and signed:
 - i. by the employee and Powerlink; and
 - ii. if the employee is under 18 years of age, signed by a parent or guardian of the employee.
- c) Include details of:
 - iii. the terms of the enterprise agreement that will be varied by the arrangement;
 - iv. how the arrangement will vary the effect of the terms; and
 - v. how the employee will be better off overall in relation to those terms and conditions as a result of the arrangement.
- d) State the day on which the arrangement commences.

- 9.6 Powerlink must ensure that a copy of the Individual Flexibility Arrangement is given to the employee within fourteen (14) days after it is agreed to.

- 9.7 An Individual Flexibility Arrangement may be terminated by either Powerlink or the employee:

- a) by giving written notice of not more than twenty eight (28) days; or
- b) at any time if agreed to in writing by Powerlink and the employee.

- 9.8 Powerlink will provide the Union Parties to this agreement with information on a quarterly basis reporting on the number and type of Individually Flexibility Arrangements agreed to in accordance

with this clause.

Note: Nothing in clause 9 should be read to limit the application of the ability to request flexible working arrangements under section 65 of the [Fair Work Act 2009 \(Cth\)](#).

10. SECURITY OF EMPLOYMENT

For Managers who are employed in a permanent full time role by Powerlink at the date this Agreement is approved by the Fair Work Commission (and other employees of Powerlink as at the date this Agreement is approved by the Fair Work Commission and who are subsequently appointed to a position covered by this Agreement), there will be no forced redundancies for the life of this Agreement. Powerlink's obligation in respect of no forced redundancies is subject to Managers accepting reasonable retraining and redeployment to suitable alternative positions.

PART 2: WORKING ARRANGEMENTS

11. CLASSIFICATION STRUCTURE AND PROGRESSION

- 11.1 The Classification Structure for Managers within Powerlink is outlined in **Schedule 1**. A graph of the Managerial Classification Structure is shown at **Schedule 2**.
- 11.2 Base Salary and Total Salary levels for Managers are included at **Schedule 3** and **Schedule 4** respectively.
- 11.3 Managers are entitled to training and development planning annually with the view to developing vocational skills relevant to Powerlink. Any resulting Approved Training Plan (ATP) or Approved Development Plan (ADP) will depend on individual circumstances.
- 11.4 Successful completion of an ATP will result in salary progression within the relevant managerial classification level.
- 11.5 Training and development planning is an opportunity to assess the training or development needed for a manager to perform their role more effectively, or to perform more aspects of the role. Training and development planning is an opportunity to consider and discuss career aspirations and development issues.

12. POSITIONS

- 12.1 Managers will participate in annual performance reviews. The accountabilities of Managers are those which are outlined in their position description at the time of their employment and as changed from time to time by Powerlink. Where significant changes to a Manager's position are made, a new position description will be provided.
- 12.2 Powerlink may assign Managers to other roles on either a temporary or permanent basis as required to meet business requirements. Powerlink will consult with Managers who are to be reassigned and will seek to ensure that the proposed new position is reasonably comparable to the Manager's existing position or is an adequate alternative position commensurate with the Manager's skills, qualifications and experience.
- 12.3 Where Powerlink assigns a Manager to temporarily assume the duties and responsibilities of another position at a higher classification level (relieving), the Manager will be paid a salary rate appropriate for the competencies exercised, provided that the minimum period of relieving in that position is two weeks.

13. METHOD OF PAYMENT

- 13.1 Managers' salaries will be paid fortnightly to an account nominated by the Manager.
- 13.2 Where a Powerlink action has delayed payment of salary resulting in the Manager unreasonably incurring a penalty fee (such as a bank fee for insufficient funds to make established home loan repayments) Powerlink will reimburse the Manager. The Manager may be required to provide evidence of the fee to Powerlink.
- 13.3 Where a Manager receives an overpayment, a repayment schedule will be implemented by mutual agreement, which will not be unreasonably withheld.

14. HOURS OF DUTY

- 14.1 Managers will work an average of thirty eight hours per week during ordinary hours (6:00am - 6:30pm, Monday to Friday) plus reasonable additional hours.
- 14.2 Managers may be appointed on a part-time basis. Part-time Managers are entitled to the benefits and entitlements of full-time Managers on a pro rata basis.
- 14.3 A Manager's Total Salary is in full and final satisfaction for all hours worked. Accordingly, Managers are not entitled to additional compensation for work performed in excess of or outside of ordinary hours.
- 14.4 Powerlink may approve reasonable time off without a reduction in leave accrual where it considers a Manager has worked in excess of reasonable hours.
- 14.5 Where a Manager is required to undertake approved duties for the whole or part of a public holiday, they shall be entitled to time off in lieu on a time for time basis.

15. MEAL BREAKS AND REST PAUSES

A Manager is entitled to a minimum half hour unpaid meal break within ordinary hours and paid rest pauses at appropriate stages of the day.

16. ON CALL MANAGERS

Managers rostered 'on call' for emergency work will be paid a Total Salary as shown at **Schedule 5**. A Manager paid a Total Salary under **Schedule 5** is not entitled to additional compensation for any work performed while on call, however clauses 14.4 and 14.5 may still apply.

17. MOBILE TELEPHONE

Subject to approval by the relevant Executive General Manager, Managers may be provided with a mobile telephone with internet / email capacity (smart phone). Managers are entitled to reasonable personal use of the smart phone in accordance with Powerlink's procedures as varied from time to time.

18. INDEMNITY

Powerlink agrees to indemnify Managers against legal claims in accordance with the Employee Indemnity Standard as varied from time to time.

19. SALARY SACRIFICE

Managers may elect to salary sacrifice certain amounts from their salary for benefits such as superannuation and a novated lease for a motor vehicle. Any costs associated with salary sacrificing including any fringe benefit tax, are the exclusive responsibility of the Manager. Where Powerlink accrues any liability or debt to a third party in respect of a Manager's Salary sacrificing arrangements, the Manager authorises Powerlink to recover those costs from the Manager.

19.1 Motor Vehicle Novated Leasing - Salary sacrificing a vehicle

Specified employees may elect to salary sacrifice a portion of their salary towards the novated lease of a motor vehicle as set out below. This arrangement will be at no cost to Powerlink and the amount sacrificed is to be inclusive of FBT. Specified Employees will be limited to the following:

- Permanent full time employees (other than those serving a probationary period), and
- Fixed Term and Specified Task employees (only where the novated lease arrangement's do not exceed the employees agreed contractual term of employment), and
- Part Time employees (other than those serving a probationary period).

20. REIMBURSEMENTS

20.1 Powerlink will pay a Manager's professional and trade skills licensing fees where legislation requires that a person be registered to perform that type of work and Powerlink requires that work to be performed as part of the Manager's duties.

20.2 Additionally, either:

- a) Powerlink will reimburse up to \$250 per financial year towards a Manager's costs relating to professional membership fees, training costs to retain such membership, and any other associated expenses incurred during that financial year (e.g. professional journal subscriptions); or alternatively
- b) A Manager will be reimbursed for one full professional membership fee during each financial year.

20.3 Where a Manager seeks registration (RPEQ) with the Board of Professional Engineers of Queensland, Powerlink will reimburse fees associated with the application and annual registration fees. If Powerlink requires a Manager to be RPEQ registered, Powerlink will also reimburse costs of any initial assessment process required.

20.4 Reimbursements will require a copy of the tax invoice to be provided to Powerlink.

21. TRANSPORT

21.1 Where a Manager is required to use a vehicle as part of the Manager's role Powerlink will make a suitable pool vehicle available.

21.2 Notwithstanding clause 21.1, where a Manager has a Novated Lease vehicle which includes a Powerlink business use component the Manager will use that vehicle where it is 'fit for purpose'.

21.3 Where a Manager provides their own vehicle (including a Novated Lease vehicle without a Powerlink business use component), and the vehicle is necessary for the proper discharge of their duties and its use is authorised by Powerlink in advance, the Manager will be entitled to be reimbursed for its use on a per kilometer basis in accordance with the Australian Taxation Office (ATO) Guidelines relating to mileage as varied from time to time.

22. WORKING FROM HOME

Powerlink and a Manager may agree on an arrangement whereby the Manager may work from home.

23. WORKING AWAY FROM HOME

Powerlink will provide an appropriate standard of accommodation where the Manager is required to sleep away from home. Subject to the provision of receipts and tax invoices, Powerlink will pay for (or reimburse) reasonable meal and other expenses when a Manager is working away from home, either within Australia or internationally. For the purposes of this clause, it is intended that the appropriate standard of accommodation is a well maintained, single motel style room with radio / television, air conditioning and ensuite bath/shower and toilet facilities, when available. This could include construction style accommodation.

24. RELOCATION

Where Powerlink relocates a Manager as part of the Manager's role, expenses reasonably incurred in relation to the relocation will be reimbursed in accordance with Powerlink's Recruitment Procedure as varied from time to time.

25. ALTERNATIVE WORKING ARRANGEMENTS

Powerlink may offer Managers work under individual employment agreements described in this agreement as 'Alternative Working Arrangements'. Details are contained in **Schedule 6** of this Agreement.

26. SUPERANNUATION

26.1 Managers will have their superannuation contributions paid into the Energy Super Superannuation Fund (Energy Super) as the default fund for superannuation purposes. However, a Manager may nominate an alternative complying fund into which they would like their superannuation contributions paid.

26.2 Powerlink agrees to pay to the superannuation fund, a superannuation contribution equal to that of the Minimum SGC Contribution. The superannuation contribution may vary depending on factors including the Manager's actual earnings, changes to the Minimum SGC Contribution, applicable legislation and Powerlink's procedures.

26.3 'Minimum SGC Contribution' means the amount that Powerlink must contribute to a superannuation, fund on behalf of the Manager to avoid being liable for the superannuation guarantee charge under the Superannuation Guarantee legislation.

26.4 Following application by a member to Energy Super or Q Super for income protection insurance Powerlink will provide a benefit of 90% of salary for superannuation purposes up to a maximum of \$2,250 per fortnight for any specified waiting period in excess of fourteen days.

26.5 Salary for the purpose of superannuation will not be less than the Total Salary a Manager is entitled to under this Agreement.

Defined Benefit Members - Energy Super Superannuation Trust Deed

26.6 The Final Average Salary (FAS) for Energy Super Superannuation Scheme members will be the average of the Manager's Total Salary (i.e. **Schedule 4**) over their final year of service.

26.7 Managers who are members of the Defined Benefit section of the Energy Super Superannuation Trust Deed will not, without the Manager's express and written agreement, be transferred to the Defined Contribution section of the Energy Super Superannuation Trust Deed.

- 26.8 Despite any rights Powerlink may otherwise have at common law or pursuant to the Energy Super Superannuation Trust Deed, Powerlink will not close the defined benefit section of the Energy Super Superannuation Scheme while there are Managers covered by this agreement who are members of that section of the fund.
- 26.9 Any employee who retires and is also a defined benefit member will not be financially disadvantaged as a consequence of the GOC Wages Policy Addendum (of 8 July 2020). An additional payment will be made to those affected defined benefit employees to offset the impact on their retirement benefits due to the wage deferral (2020-2021), taking into account tax implications.

Defined Contribution Members

- 26.10 For Energy Super and Q Super members Powerlink will, at no cost to the Manager, provide:
- a) five units of death and total / permanent disablement insurance cover; and
 - b) nine units (or equivalent cover) of income protection insurance cover which provides a maximum amount payable of 90% of salary up to the value of \$4,500 per month, for a period of two years.
- 26.11 For Energy Super and Q Super members Powerlink will contribute a sum equal to 10% of the Manager's Total Salary where the Manager elects to contribute 5%.

PART 3: TIME AWAY FROM WORK

27. ANNUAL LEAVE

- 27.1 Each full time Manager will be entitled to 4 weeks paid annual leave in accordance with the Fair Work Act 2009 (Cth), as amended or replaced from time to time. Part time Employees will accrue annual leave on a pro-rata basis.
- 27.2 Annual leave shall accrue progressively during a year of service, and accumulates from year to year.
- 27.3 Annual leave should be taken within 12 months of its accrual. If a Manager accrues more than the equivalent of two years annual leave entitlement, Powerlink may direct the Manager to take leave.
- 27.4 Annual leave is to be taken when it is mutually convenient to both Powerlink and the Manager or as directed by Powerlink in consultation with the Manager.
- 27.5 Managers falling ill while on annual leave can on the production of a medical certificate from a recognised medical practitioner (or other reasonably acceptable evidence to Powerlink's satisfaction), stating the nature and approximate duration of the illness, convert that proportion of their annual leave against their personal leave entitlement where the claim is for a minimum of three consecutive working days incapacity.
- 27.6 Where a Manager has six or more weeks of annual leave accrued, a Manager may choose to 'cash out' up to a maximum of four weeks annual leave, provided that:
- a) the Manager's remaining accrued entitlement to paid annual leave after the cash out would not be less than four weeks annual leave; and
 - b) the Manager has made a request in writing to Powerlink to cash out the annual leave; and
 - c) Powerlink has accepted in writing the Manager's request to cash out the annual leave.

- 27.7 If the requirements of sub clause 27.6 are satisfied, Powerlink must pay the Manager at least the full amount of remuneration that would have been payable if the Manager had taken the leave that he or she is proposing to cash out.

28. MENTAL HEALTH IN THE WORKPLACE

- 28.1 Powerlink recognises that the workplace plays a vital role in assisting employees affected by mental health issues and commits to;
- a) Foster communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support, and
 - b) Providing assistance and support to employees, including the training of employees to enable such support.
- 28.2 Powerlink recognises the importance of proactive initiatives which support employees who may be suffering from mental health issues.
- 28.3 To assist the facilitation of such initiatives Powerlink, in consultation with the parties to this Agreement, will partner with industry support groups to ensure tailored and effective programs are adopted to support employees affected by mental health issues.

29. PERSONAL / CARER'S LEAVE

- 29.1 Managers are entitled to personal / carer's leave in accordance with the Fair Work Act 2009 (Cth), as amended or replaced from time to time.
- 29.2 Personal / carer's leave is accumulated at the rate of 12 days per year and is cumulative. Personal / carer's leave may be taken for personal illness or injury, and to care for family members or members of the employee's household, who are ill or injured.
- 29.3 Where a Manager is absent on personal / carer's leave for more than two consecutive days, Powerlink may require evidence to its reasonable satisfaction regarding the illness or injury, such as a medical certificate.
- 29.4 A concessional personal / carer's leave entitlement of thirteen weeks will be credited to Managers who have completed twenty-six years of continuous service in a Queensland government owned electricity entity.
- 29.5 A Manager's accumulated personal leave entitlements are preserved when:
- a) the Manager is absent from work on unpaid leave that Powerlink has granted; or
 - b) Powerlink or the Manager terminates the Manager's employment and the Manager is re-employed by Powerlink within three months; and
 - c) the Manager's employment is terminated because of illness or injury and the Managers is re-employed by Powerlink without having been re-employed by any other entity in the interim.

29.6 Personal/Carer's Leave Donation Register

A Manager may donate a proportion of his/her personal/carer's leave to Powerlink's Personal/Carer's Leave Donation Register (the Register) in accordance with this clause and the Powerlink's Personal/Carer's Leave Donation Register procedure, as amended from time to time.

- 29.6.1 The register will be operated on an adhoc, case by case basis at the discretion of Powerlink. The Register will allow employees to assist fellow employees who are experiencing hardship due to a catastrophic illness or injury affecting the Employee or a member of the Employee's immediate family which forces the Employee to be absent from the workplace after exhausting all of his/her accrued leave entitlements.

29.6.2 A Manager may donate a proportion of their personal/carer's leave subject to the following conditions:

- a) The donation is voluntary;
- b) The Manager is a current employee of Powerlink and employed in a position that accumulates personal/carer's leave;
- c) The Manager has been employed by Powerlink for a minimum of two (2) years continuous service;
- d) The Manager has a minimum of twenty (20) days accrued personal/carer's leave remaining after they donate to the personal/carer's leave registry;
- e) Each donation of a particular proportion of personal/carer's leave must be by a separate agreement in writing between the employee and Powerlink, and
- f) The Manager must follow any other steps as outlined in Powerlink procedure.

29.6.3 In order to receive donated personal/carer's leave, the employee must:

- a) have exhausted all accrued leave entitlements,
- b) make an application to receive donated personal/carer's leave,
- c) produce acceptable evidence of the need to receive leave donations, such as evidence of a serious health condition or circumstance, and its expected duration, with the details of the consulting doctor or health professional,
- d) have a supporting letter from the employee's consulting doctor,
- e) be approved by Powerlink to receive the donated personal/carer's leave, and
- f) follow any other steps required in Powerlink Procedure.

29.6.4 The Register is not intended to be used and will not be made accessible for incidental, regular and/or short term medical conditions.

30. PARENTAL LEAVE

30.1 Managers are entitled to parental leave in accordance with the Fair Work Act 2009 (Cth), as amended or replaced from time to time.

30.2 The following paid parental leave is available to eligible Powerlink Managers subject to evidentiary requirements being met.

- a) Fourteen weeks paid maternity leave (available over a 28 week period at half pay on application) following the 'birth of a child.
- b) Fourteen weeks paid adoption leave (available over a 28 week period at half pay on application) following the adoption of a child where the Manager is the primary care-giver of the child.
- c) One week paid paternity leave (when the father is *not* the primary care-giver of the child immediately following its birth), to be taken within one month of the birth of the child. Upon request a further seven weeks unpaid leave may be taken immediately following the one week paid leave.
- d) One week paid parental leave (when the parent is *not* the primary care giver of the child immediately following its adoption), to be taken within one month of the adoption of the child. Upon request a further seven weeks unpaid leave may be taken immediately following the one week paid leave.
- e) Up to eight weeks paid paternity leave, to be taken within the eight weeks immediately following the birth of a child, when the father is required to be the primary care-giver of the child (additional evidentiary requirements must be met in these circumstances) .

30.3 Payments are based on the Manager's ordinary rate of pay.

30.4 The primary care-giver of the child is the person who assumes the principal role of providing care and attention for a child.

30.5 Where both carers' work for Powerlink, the maximum total paid parental leave of any kind that can be taken between them is 15 weeks.

31. LONG SERVICE LEAVE

31.1 Managers are entitled to long service leave in accordance with the *Electricity Regulation 2006 (Qld)*. Long Service Leave is based on 13 weeks leave after 10 years of continuous service and is accumulated at the rate of 1.3 weeks per year.

31.2 The minimum period of long service leave that may be granted at a time is one day, provided that the employee does not have an accrued annual leave balance of more than 2 years entitlement. Where an employee has an annual leave balance greater than 2 years entitlement, the minimum period of long service leave granted will be one week.

31.3 Long service leave will be exclusive of public holidays.

31.4 In addition to the Long Service Leave provisions of the Electricity Regulation 2006 (Qld), a Manager is entitled to:

- a) take pro-rata long service leave after 7 years continuous service; and
- b) a proportionate payment for Long service leave on termination of employment after at least 7 years of continuous service, provided that:
 - (i) the Manager's service terminates because of the Manager's death; or
 - (ii) the Manager terminates the service because of:
 - (A) the Manager's illness or incapacity or
 - (B) a domestic or other pressing necessity; or
 - (iii) the Manager's service is terminated for a reason other than serious misconduct.

32. PUBLIC HOLIDAYS

32.1 Managers are entitled to public holidays in accordance with the Fair Work Act 2009 (Cth), as amended or replaced from time to time.

32.2 Substituting public holidays by agreement

32.2.1 Powerlink and 60% of employees within a defined work group or team may agree to substitute another day for a day that would otherwise be a public holiday.

32.2.2 Where Powerlink proposes to substitute another day for a day that would otherwise be a public holiday the process shall be as follows;

- a) Powerlink will consult with Managers and the relevant union/s on the proposed public holiday to be substituted, and
- b) Such consultation shall occur at least 3 months prior to the date of the public holiday that is being proposed to be substituted, and
- c) Agreement to substitute another day as nominated by Powerlink for a day that would otherwise be a public holiday shall occur when 60% or more of the defined work group vote in favour of the proposed substitution.

32.2.3 Notwithstanding the above, individual Managers may request to substitute a public holiday by mutual agreement with their General Manager. This agreement will be recorded in writing.

33. OTHER LEAVE

33.1 Managers may be eligible for other leave, such as compassionate leave, jury leave or community service leave, in accordance with the Fair Work Act 2009 (Cth), as amended or replaced from time to time.

33.2 In the case of leave required for Jury Service, Powerlink will not limit payment of salary to the first 10 days of absence.

33.3 Managers will be entitled to up to two ordinary days paid bereavement leave on the death of a:

- a) wife, husband;
- b) defacto / partner;
- c) mother, father;
- d) legal guardian;
- e) mother-in-law, father-in-law;
- f) brother, sister,
- g) child, step-child;
- h) step-father , step-mother;
- i) half-brother, half-sister;
- j) step-brother , step-sister;
- k) brother-in-law, sister-in-law;
- a. aunt, uncle;
- l) niece, nephew;
- m) son-in-law, daughter-in-law;
- n) grandparents ;
- o) grandchildren; or
- p) ex-foster child, ex-foster parent.

33.4 An additional day of bereavement leave may be available where extended travel periods are required. Additional paid or unpaid bereavement leave may be granted at the discretion of Powerlink.

33.5 A Manager will be entitled to an additional two ordinary days paid leave on the death of the Manager's spouse, de-facto / partner or child.

33.6 Where a Manager is on annual leave and the death of one of the above family members occurs, annual leave will be re-credited in accordance with this clause.

33.7 A Manager may use accrued personal / carer's leave (without the requirement for a medical certificate) to enable a total period of absence up to:

- a) two weeks in the event of the death of an 'immediate family member' (as defined by the *Fair Work Act 2009*); or
- b) one week in any other case where an entitlement to bereavement leave otherwise arises under this clause.

33.8 Powerlink may also approve leave to attend the funeral of a close friend who is not a family member as listed in clause 33.3.

PART 4: LEAVING POWERLINK

34. TERMINATION OF EMPLOYMENT

34.1 Each party will provide the other party with the following periods of notice of termination of employment:

Period of Continuous Service	Period of Notice
Not more than one year	One Week
More than one year but not more than three years	Two Weeks
More than three years but not more than five years	Three Weeks
More than five years	Four Weeks

34.2 The period of notice of termination of employment which Powerlink is required to provide above is increased by one week if the Manager is over 45 years of age and has completed at least two years of continuous service with Powerlink.

34.3 Powerlink may elect to make payment in lieu of all or part of the notice period specified in clause 34.1 of this Agreement.

34.4 Compensation must be at least equal to the total of the amount Powerlink would have been liable to pay the Manager if the Manager's employment had continued until the end of the required notice period.

34.5 The termination payment must be calculated on the basis of:

- a) the Manager's Total Salary; and
- b) any other amounts payable under the Manager's employment arrangements.

34.6 Powerlink is not required to give any notice or make any payment in lieu of notice to a Manager whose employment is terminated because of serious misconduct or other grounds justifying summary dismissal.

34.7 The period of notice in this clause will not apply to Managers who are engaged on a casual, fixed term or temporary basis.

34.8 If a Manager resigns and fails to give notice as required by clause 34.1 of this agreement, the Manager agrees that Powerlink has the right to withhold an amount equal to the Manager's salary for the notice period.

35. REDUNDANCY CONDITIONS

35.1 A Manager who has completed twelve months continuous service with Powerlink is entitled to redundancy pay if the Manager's employment is terminated at Powerlink's initiative because Powerlink no longer requires the job done by the Manager to be done by anyone, except where this is due to the ordinary and customary turnover of labour.

35.2 Powerlink will consider whether the Manager can be redeployed to an alternative position before terminating the employment of a Manager on the grounds of redundancy. If a Manager is redeployed to a position within Powerlink at a lower classification level, the Manager's current salary will be maintained for a 12 month period.

- 35.3 Notwithstanding clause 35.2, where on the date of approval of this Agreement a Manager's salary is being maintained in accordance with the provisions of the *Working at Powerlink 2018 Union Collective Agreement* (as amended or replaced), the Manager will continue to have their salary maintained for the tenure of their appointment to the relevant position. Should the Manager change position for any reason after the date of approval of this Agreement, this provision will cease to apply.
- 35.4 Redundancy pay is not payable to Managers who are employed on a casual or fixed term basis except as required by applicable legislation.
- 35.5 Any payment made to a Manager under this clause includes any statutory entitlement that a Manager may have to redundancy pay.
- 35.6 Redundancy pay will be calculated as follows:
- a) Managers will receive an ex-gratia payment of three weeks salary per year of continuous service payable at the Manager's total salary, together with a proportionate amount for an incomplete year of continuous service.
 - b) Subject to clause 35.1, the minimum and maximum redundancy payments will be four weeks salary and 75 weeks salary respectively regardless of the Manager's continuous service with Powerlink; and
 - c) If a Manager is working, or has worked, a period of part-time employment, the redundancy payment will be calculated on a pro-rata basis to include the period of part-time employment.
- 35.7 In addition to redundancy pay, in the event of redundancy Managers will also be entitled to the following on termination of their employment:
- a) **Annual Leave:** Managers will be paid all accrued annual leave entitlements as at the date of termination.
 - b) **Long Service Leave:** Managers will be paid a Long Service Leave payment of 1.3 weeks for each completed year of service. A pro rata payment will be made for an incomplete year of service. Any Long Service Leave already taken will be deducted.
 - c) **Days of TOIL:** All balances of accrued TOIL will be paid out. These will be paid at the Manager's total salary as at the date of termination.
 - d) **Income Protection Policy:** Powerlink will pay insurance premiums to cover loss of earnings due to illness in the twelve months immediately following the date of the Managers termination of employment. This policy will be subject to market availability and will be limited to a period of one year following termination.
- 35.8 Powerlink will provide Managers with six months' notice of termination of employment on the ground of redundancy. However, Powerlink and a Manager may agree to terminate the Manager's employment at any time prior to the six month period. Where the parties agree to terminate the Manager's employment prior to the six month notice period, Powerlink may provide an Early Separation Incentive Payment of thirteen weeks salary in addition to the amounts provided for in clause 35.6.
- 35.9 A Manager Will not be entitled to redundancy pay or the particular benefits under this clause in circumstances Where:
- a) there is a transfer of employment as defined by the *Fair Work Act 2009 (Cth)*; and
 - b) the Manager rejects an offer of employment that is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than the Manager's terms and conditions of employment with Powerlink, and the offer of employment recognises the Manager's service with Powerlink; or


- c) the Manager unreasonably refuses an offer of suitable alternative employment with Powerlink.

36. FUNERAL BENEFIT

In the event of a Manager's death, Powerlink will pay an amount of \$7,500 to the Manager's next of kin or executor.


SIGNATORIES

Signed for and on behalf of Powerlink Queensland

Date: 5/11/2020
Signed: 

Name in full (printed): JEANNE BARRETT
Position: MANAGER EMPLOYEE RELATIONS

Company Address: 33 Harold Street
Virginia QLD 4014

Date: 5/11/2020
Witness Signature: 

Witness Name in full (printed): LAURA WATERS
Witness Position: SNR ER CONSULTANT


Witness Company Address: 33 Harold Street
Virginia QLD 4014

Signed for and on behalf of Employees – Employee Representative

Date: 5/11/2020
Signed: 

Name in full (printed): Alan Stephenson
Position: Manager Operational Technology Services



Company Address: 33 Harold Street
Virginia QLD 4014

Date: 5/11/2020
Witness Signature: 



Witness Name in full (printed): LAURA WATERS
Witness Position: SNR ER CONSULTANT

Witness Company Address: 33 Harold Street
Virginia QLD 4014

Signed for and on behalf of the Association of Professional Engineers, Scientists and Managers Australia (Professionals Australia)

Date:	16/11/20	Date:	16/11/20
Signed:		Witness Signature:	
Name in full (printed):	ADAM KERSLAKE	Witness Name in full (printed):	THOMAS WHIBLEY
Position:	DIRECTOR	Witness Position:	ORGANISER
Union Address:	4116 Peel St South Brisbane 4101	Witness Union Address:	LEVEL 4 16 PEEL ST SOUTH BRISBANE Q 4101

Signed for and on behalf of the Australian Municipal, Administrative, Clerical and Services Union

Date:	6 November 2020	Date:	6 November 2020
Signed:		Witness Signature:	
Name in full (printed):	NEIL HENDERSON	Witness Name in full (printed):	JOHN DONAGHY
Position:	BRANCH SECRETARY	Witness Position:	SENIOR INDUSTRIAL OFFICER
Union Address:	32 PEEL ST SOUTH BRIS	Witness Union Address:	32 peel Street South Brisbane.

SCHEDULE 1 - MANAGERIAL CLASSIFICATION STRUCTURE

1. GENERAL

- a) Managers employed in positions within the Managerial classification are responsible for leading and managing teams within Powerlink's organisational structure. Positions within the managerial classification structure have leadership accountability for teams, provide advice, services and support in a range of functions across Powerlink.
- b) Appointment within the Managerial classification structure will occur at the discretion of Powerlink subject to Powerlink's job evaluation methodology to a level commensurate with the Manager's skills, qualifications and experience. Progression within a level may occur based on the acquisition and use of additional skills / competencies through the 'Approved Training Plan' process.

2. MANAGERIAL CLASSIFICATION LEVELS

Classification Level
Managerial Level 4
Managerial Level 3
Managerial Level 2

Promotion of a Manager from one level to another shall be at the discretion of Powerlink.

3. MANAGERIAL CLASSIFICATION DESCRIPTORS

a) Managerial employee - Level 2:

A Manager who holds an appropriate degree or equivalent and has relevant experience.
A Manager at this level:

- (i) performs work requiring the application of mature professional skills and knowledge;
- (ii) deals with problems for which it is necessary to modify established guidelines and devise new approaches, or apply new professional skills or techniques;
- (iii) makes recommendations that are technically and/or commercially accurate and feasible
- (iv) makes decisions on matters assigned to them including the establishment of professional work standards and procedures; consults, makes recommendations and advises in specialist areas;
- (v) outlines and assigns work; reviews it for technical and/or commercial accuracy and adequacy; and manages the work of others; and
- (vi) exercises initiatives in the application of professional practices either as a member (in some situations as leader); or a specialist professional in multi-disciplinary teams or independently.

b) Managerial employee - Level 3

A Manager who holds an appropriate degree or equivalent, and has relevant experience.
A Manager at this level:

- (i) may be either a technical expert or manage a unit of the organisation. In practice most positions at this level will contain both these elements;
- (ii) may be the leader of a team having broad understanding spanning more than one professional field of work; may be a recognised authority within a particular specialised field of expertise; or both;
- (iii) participates in short or long range planning and translates the more general objectives and strategies of higher management into specific targets and strategies;
- (iv) takes initiative; makes independent decisions and formulates policies and procedures within this overall business framework to obtain the best performance and results from the organisational unit for which the officer is accountable;
- (v) gives expert technical advice to management and other divisions;
- (vi) takes responsibility for the development and provision of systems, facilities and functions;
- (vii) manages groups and work programs;
- (viii) directs or advises on the use of resources;
- (ix) makes decisions not usually subject to technical review; decides courses of action necessary to expedite the successful accomplishment of assigned projects; and makes recommendations which have significant impact on the organisation; and
- (x) is assigned work only in terms of broad objectives. Performance is reviewed for policy, soundness of judgment, results and general effectiveness.

c) Managerial employee - Level 4:

A Manager who holds an appropriate degree or equivalent and has relevant experience.
A Manager at this level:

- (i) is responsible for professional work which demands a high level of expertise, independence, originality, ingenuity and mature judgment ;
- (ii) manages a unit of the organisation and exhibits a high level of competence in managing people and work;
- (iii) performs work which is of primary importance to the organisation and which will have a substantial effect on the results obtained by the organisation;
- (iv) contributes to the organisation's short and long range planning process and to the formulation of the organisation's objectives, strategies and
- (v) translates broader corporate objectives, strategies and policies into specific objectives, strategies and policies realisable by the organisation unit;

- (vi) manages large work groups; or manages a multi-discipline group engaged in interrelated work; or is an expert leading a team of related professionals; or is a recognised expert in a specialist field of crucial importance;
- (vii) takes overall responsibility for the provision and control of systems, resources, facilities, functions and major investigations;
- (viii) ensures that the organisation obtains optimum benefit from the application of professional expertise;
- (ix) gives expert technical and/or commercial advice and acts as organisation spokesperson in a particular field of expertise; and
- (x) has work assigned only in terms of broad objectives. Performance is reviewed for policy, soundness of judgment, results and general effectiveness in pursuit of corporate and major organisational objectives.

SCHEDULE 2 - MANAGERIAL CLASSIFICATION SUMMARY

Pay Points	Manager
16.5 16.4 16.3 16.2 16.1 16.0	Grade 4
15.5 15.4 15.3 15.2 15.1 15.0	Grade 3
14.3 14.2 14.1 14.0 13.3 13.2 13.1 13.0	Grade 2

SCHEDULE 3 – BASE SALARY SCHEDULE

Schedule 3 is for application purposes only in accordance with clause 3 of this Agreement.

Salary Point	\$ Base* p/a	Effective 22 January 2022	Effective 22 July 2022	Effective 22 January 2023
13.0	\$118,736	\$122,298	\$125,967	\$129,746
13.1	\$121,263	\$124,901	\$128,648	\$132,507
13.2	\$123,798	\$127,512	\$131,337	\$135,277
13.3	\$126,320	\$130,110	\$134,013	\$138,033
14.0	\$128,852	\$132,718	\$136,700	\$140,801
14.1	\$131,378	\$135,319	\$139,379	\$143,560
14.2	\$133,904	\$137,921	\$142,059	\$146,321
14.3	\$136,434	\$140,527	\$144,743	\$149,085
15.0	\$138,963	\$143,132	\$147,426	\$151,849
15.1	\$141,774	\$146,027	\$150,408	\$154,920
15.2	\$144,581	\$148,918	\$153,386	\$157,988
15.3	\$147,392	\$151,814	\$156,368	\$161,059
15.4	\$150,198	\$154,704	\$159,345	\$164,125
15.5	\$153,014	\$157,604	\$162,332	\$167,202
16.0	\$155,818	\$160,493	\$165,308	\$170,267
16.1	\$158,913	\$163,680	\$168,590	\$173,648
16.2	\$162,003	\$166,863	\$171,869	\$177,025
16.3	\$165,090	\$170,043	\$175,144	\$180,398
16.4	\$168,183	\$173,228	\$178,425	\$183,778
16.5	\$171,268	\$176,406	\$181,698	\$187,149

Note*: The above rates include the following separate payments previously made to Managers:

- (a) annualised leave loading;
- (b) the former EFT allowance; and
- (c) the former Transmission Network Reliability Payment.

SCHEDULE 4 – TOTAL SALARY SCHEDULE

Salary	Effective 22 January 2022	Effective 22 July 2022	Effective 22 January 2023
13.0	\$138,197	\$142,343	\$146,613
13.1	\$141,138	\$145,372	\$149,733
13.2	\$144,089	\$148,412	\$152,864
13.3	\$147,024	\$151,435	\$155,978
14.0	\$149,971	\$154,470	\$159,104
14.1	\$152,911	\$157,498	\$162,223
14.2	\$155,851	\$160,527	\$165,343
14.3	\$158,795	\$163,559	\$168,466
15.0	\$161,739	\$166,591	\$171,589
15.1	\$165,011	\$169,961	\$175,060
15.2	\$168,278	\$173,326	\$178,526
15.3	\$171,550	\$176,697	\$181,998
15.4	\$174,816	\$180,060	\$185,462
15.5	\$178,093	\$183,436	\$188,939
16.0	\$181,356	\$186,797	\$192,401
16.1	\$184,959	\$190,508	\$196,223
16.2	\$188,555	\$194,212	\$200,038
16.3	\$192,149	\$197,913	\$203,850
16.4	\$195,748	\$201,620	\$207,669
16.5	\$199,339	\$205,319	\$211,479

Note: Includes an all-purpose flexibility loading of 13%.

SCHEDULE 5 – TOTAL SALARY SCHEDULE

Salary	Effective 22 January 2022	Effective 22 July 2022	Effective 22 January 2023
13.0	\$142,477	\$146,751	\$151,154
13.1	\$145,509	\$149,874	\$154,370
13.2	\$148,552	\$153,009	\$157,599
13.3	\$151,578	\$156,125	\$160,809
14.0	\$154,616	\$159,254	\$164,032
14.1	\$157,647	\$162,376	\$167,247
14.2	\$160,678	\$165,498	\$170,463
14.3	\$163,714	\$168,625	\$173,684
15.0	\$166,749	\$171,751	\$176,904
15.1	\$170,122	\$175,226	\$180,483
15.2	\$173,490	\$178,695	\$184,056
15.3	\$176,863	\$182,169	\$187,634
15.4	\$180,230	\$185,637	\$191,206
15.5	\$183,609	\$189,117	\$194,791
16.0	\$186,974	\$192,583	\$198,360
16.1	\$190,688	\$196,409	\$202,301
16.2	\$194,395	\$200,227	\$206,234
16.3	\$198,100	\$204,043	\$210,164
16.4	\$201,811	\$207,865	\$214,101
16.5	\$205,513	\$211,678	\$218,028

Note: Includes an all-purpose flexibility loading of 16.5%.

SCHEDULE 6 - ALTERNATIVE WORKING ARRANGEMENTS

Powerlink may offer 'Alternative Working Arrangements' to Managers in the form of individual employment agreements. Where these are offered the Manager has the option of remaining within the general terms and conditions of this Agreement.

The acceptance of Alternative Working Arrangements by any Manager is entirely voluntary. The following conditions will apply to Alternative Working Arrangements:

1. Remuneration will be calculated on a Total Employment Cost (TEC Remuneration) basis. This means the TEC Remuneration includes all fixed remuneration, including all employer and any compulsory employee superannuation contributions, and any costs for personal use of motor vehicles.
2. The TEC Remuneration rate will be reviewed on an annual basis in the month of October and will be better off overall than the Total Salary (**Schedule 4**) for the Manager's classification. Any increase in remuneration will be at Powerlink's discretion and will take into consideration market movement, the expectations of Powerlink's shareholders and any agreed change in the role.
3. The TEC Remuneration will include compensation for normal work hours as well as any reasonable out of hours work or reasonable extended hours of work required to meet the specific demands of the business and the responsibilities of the position.
4. Powerlink recognises that it is important for Managers to achieve a balance between professional and personal life and will work with Managers in an endeavor to accommodate this balance while meeting expectations and needs of our customers and shareholders.
5. Part 2 (clauses 11 - 26) and Part 4 (clauses 34- 36) of this Agreement will not apply to Managers engaged under Alternative Working Arrangements with the exception of the following clauses:
 - a) Clause 17- Mobile Telephone;
 - b) Clause 18- Indemnity;
 - c) Clause 25- Alternative Working Arrangements;
 - d) Clause 26- Superannuation; and
 - e) Clause 36- Funeral Benefit.
6. Alternative Working Arrangements will be interpreted in conjunction with this Agreement. Where there is any inconsistency between the terms of the Alternative Working Arrangements and the terms of this Agreement, the terms of the Alternative Working Arrangements will take precedence to the extent of the inconsistency.

Note: Any Alternative Working Arrangements will not be inconsistent with the Individual Flexibility Agreement provisions of the Agreement.

Reversion to Agreement Conditions

Managers who accept Alternative Working Arrangements may elect to revert to the general provisions of this Agreement by providing one month's written notice to Powerlink.

When reverting to the terms of this Agreement the Manager's salary point will be determined by the higher of:

- a) the current grading of the position; or
- b) the salary point of the Manager prior to the commencement date of the Alternative Working Arrangement (if appropriate); or
- c) the salary point of the position at the commencement of the Alternative Working Arrangement.

Despite the above, a further salary point progression within the grade for the position may occur if it can be demonstrated to Powerlink's satisfaction that the Manager has gained additional skills and knowledge relevant to the position.

IN THE FAIR WORK COMMISSION

FWC Matter No ·
AG2020/3470

Applicant:
Queensland Electricity Transmission Corporation Limited T/A Powerlink Queensland

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Joanne Barrett, Manager Employee Relations and Business Partners have the authority given to me by Queensland Electricity Transmission Corporation Limited T/A Powerlink Queensland to give the following undertaking with respect to the Powerlink Managers Enterprise Agreement 2021 ("the Agreement"):

- 1 Clause 8 26 of the Agreement which provides for representation in a dispute, will be taken to be read and interpreted in conjunction with section 186(6) of the Fair Work Act 2009 (the Act) without limiting what representation an employee may have

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

 Signature

11 December 2020 Date