2023-27 POWERLINK QUEENSLAND REVENUE PROPOSAL

Regulatory Information Notice Return – PUBLIC

Working at Powerlink 2020 Union Collective Agreement

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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 Oueensland

(AG2020/2733)

WORKING AT POWERLINK 2020 UNION COLLECTIVE AGREEMENT

Electrical power industry

DEPUTY PRESIDENT ASBURY

BRISBANE, 16 OCTOBER 2020

Application for approval of the Working at Powerlink 2020 Union Collective Agreement.

- [1] The Queensland Electricity Transmission Corporation Limited T/A Powerlink Queensland (the Applicant) applies to the Fair Work Commission (the Commission) for approval of an enterprise agreement known as the *Working at Powerlink 2020 Union Collective Agreement* (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.
- Undertakings were provided by the Applicant in response to concerns the Commission held in relation to the operation of certain clauses. Pursuant to s.190 of the Act, I accept the Applicant's undertakings. In accordance with s.201(3) of the Act, a copy of the undertakings will be attached to the Agreement and forms part of the Agreement. A copy of the undertakings are also attached in Annexure A to this decision.
- [3] The Agreement does not contain a flexibility term that is consistent with the requirements in s.205 of the Act. Pursuant to s.205(2) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.
- [4] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, the Australian Municipal, Administrative, Clerical and Services Union and the Association of Professional Engineers, Scientists and Managers, Australia being bargaining representatives 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 these organisations.
- [5] I am satisfied that each of the requirements of ss. 186, 187 and 188 as are relevant to this application for approval have been met.

[6] The Agreement is approved in accordance with s.54 of the Act and will operate from 23 October 2020. The nominal expiry date of the Agreement is 28 February 2024.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No AG2020/2733

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 undertakings with respect to the Working at Powerlink 2020 Union Collective Agreement ("the Agreement"):

- Clause 52 2 of the Agreement which provides for the resumption of work due to the cancellation of parental leave, will be taken to be read and interpreted in conjunction with the National Employment Standards (NES) Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 2. Clause 47 1 3 of the Agreement which relates to carer's leave, will be taken to include a member of the employee's household in accordance with the National Employment Standards (NES) Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency
- 3 Clause 55 71 of the Agreement which provides that Powerlink and 60% of employees within a defined work group or team may agree to substitute a public holiday, will be taken to be read and interpreted in conjunction with the National Employment Standards (NES) Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency
- 4 Clause 61 of the Agreement which provides family violence leave in accordance with Powerlink procedure, will be taken to be read and interpreted in conjunction with the National Employment Standards (NES) Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency

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

14/10/2020 Date



Working at Powerlink 2020

Union Collective Agreement

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

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

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PART 1 - INTRODUCTION

1. Title

This Agreement will be known as the Working at Powerlink 2020 Union Collective Agreement, referred to as "the Agreement". This Agreement replaces the Working at Powerlink 2018 Union Collective Agreement.

2. Parties

The Parties to the 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)
- The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia Electrical Division (ETU)
- Australian Municipal, Administrative, Clerical and Services Union (The Services Union)

who are referred to throughout the Agreement as the Parties.

3. This Agreement and the Organisational Environment

- 3.1 This agreement provides a mechanism for Powerlink and its employees to work collaboratively to respond to changes that will continue to develop Powerlink into a competitive and satisfying place to work.
- 3.2 Powerlink recognises that its people and its workplace culture are two key factors that give it a competitive edge.
- 3.3 Powerlink seeks to develop individuals to possess the competence and motivation necessary to excel in an environment of high achievement.
- 3.4 The highest priority is given to investing in employees' potential through further training and development. Job roles are broad and will expand, rather than limit skills and responsibilities.
- 3.5 The intent of this Agreement is that each employee will become more capable, confident and secure, thus enhancing their quality of life and increasing their levels of remuneration.
- 3.6 It is recognised that Powerlink is in a competitive environment that is characterised by continuous change. Workplace change is an ongoing necessity in today's business environment and our evolving organisation, and agreement for work-practice changes will be pursued in accordance with our process for implementing Workplace Change. In doing so, all parties need to take account of the impact on people and not just the financial outcome for Powerlink.
- 3.7 The parties to this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of Powerlink, and to enhancing the career opportunities and job security of employees.

4. Duration

- 4.1 This Agreement will operate 7 days after approval from the Fair Work Commission, with a nominal expiry date of 28 February 2024.
- 4.2 This Agreement will continue to operate beyond the nominal expiry date until such time as it is replaced or terminated by law.

4.3 The Parties commit to commencing discussions aimed at negotiating a replacement Agreement no later than six (6) months prior to the nominal expiry date.

5. Application

- 5.1 This Agreement applies to:
 - · Powerlink as the employer;
 - Employees of Powerlink who are employed in, or in connection with any calling, trade, craft, vocation or profession referred to in the classification structure (<u>Schedule 2</u>) or, in the transmission or distribution of electricity; and
 - The Unions signatory to this Agreement.
- 5.2 This Agreement does not apply to:
 - Employees of Powerlink who are paid a Base Reference Salary which exceeds 115% of the rate prescribed for salary point 16.5 at Schedule 4 of this Agreement;
 - Employees of Powerlink employed as Group Managers; and
 - Employees of Powerlink employed as Managers and who are covered by the Powerlink Managers Enterprise Agreement.

5.3 Electricity Regulations

- 5.3.1 Powerlink will continue to apply the provisions of Chapter 8 of the *Electricity Regulation 2006* (Qld).
- 5.3.2 If there is any inconsistency between the terms of this Agreement and Chapter 8 of the Electricity Regulation 2006 (Qld), then the terms of this Agreement will prevail to the extent of the inconsistency.

6. No Extra Claims

It is agreed that during the life of this Agreement, no extra claims will be made by any party in terms of employment conditions.

7. Displaying of this Agreement

A copy of this Agreement will be displayed in a conspicuous and convenient place in each workplace so that it can be easily read by all employees. It will be available in electronic format, and hard copy on request, within the first three months of this Agreement being approved.

8. Definitions

The following list of definitions is included to ensure clarity in the intent of this Agreement:

Allowance – means an amount paid to an employee in addition to the employee's rate of pay, other than an all-purpose allowance.

All Purpose Allowance – will mean an allowance that is calculated into the employees pay rate for all purposes, e.g. overtime, personal/carer's leave, annual leave, long service leave, superannuation and redundancy payments.

Base Rates – is the rate of pay as specified within <u>Schedule 4</u> of this Agreement.

Base Reference Salary – is the employee's Total Employment Cost remuneration, with superannuation deducted (as defined in the Alternative Working Conditions <u>Schedule 6</u> of this Agreement).

CPI – will mean Consumer Price Index, Australia (Aust. Bureau of Statistics Cat. No. 6401.0) for Capital City Brisbane, percentage change in the index from the last quarter reported prior to 1 March 2022 to the equivalent quarter two years later.

Consultation – will mean the timely exchange of relevant information and ideas in such a manner that the parties have the actual and genuine opportunity to influence the outcome.

Employee Representative – is a person / agent or employee nominated or elected by an employee/s to act on their behalf. This includes a nominated union delegate.

Engineer - For the purposes of subclauses 41.3.1 to 41.3.4 inclusive of this Agreement, "Engineering Graduate", "Development Engineer", "Engineering Employee" and "Engineer/s" means a four (4) year Bachelor of Engineering degree from a recognised university under the Australian Qualifications Framework (AQF). Generally persons engaged under this agreement in a position with the title of "Engineer" will be required to hold a four (4) year degree in the appropriate discipline, or equivalent experience.

Mutual agreement – will mean agreement, which has been arrived at between directly affected employees and relevant management without duress being applied to either party.

RDOB (Rostered Day Off Banked) – where an employee is required to be on duty (e.g. availability) or perform emergency work on a public holiday, or where an employee has their day off fall on a public holiday and alternative day off has not been agreed, the employee will accrue a RDOB leave balance.

SAVHEA Authorised Person - A SAHVEA Authorised Person is a person with technical knowledge, or sufficient experience, to achieve the appropriate organisation endorsement for the tasks of a specific role. The SAHVEA Authorised Person is required to be assessed as competent to perform such tasks, and be reassessed at intervals not exceeding three years to ensure their competency is maintained. An appropriately Authorised Person may perform multiple designated roles.

Short Term Shift – will mean a shift covering any duration of a minimum of five days up to and including eight weeks Monday to Friday.

Status quo – will mean the circumstances that prevailed immediately prior to any change being implemented.

Time off in Lieu (TOIL) – an employee may elect to accrue TOIL for overtime worked, rather than receive payment. This TOIL balance enables the employee to have time off at a later date.

PART 2 - CONSULTATION, DISPUTE RESOLUTION, EQUITY AND EMPLOYMENT SECURITY

9. Consultation

9.1 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 guarterly.

- 9.2 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.
- 9.3 Powerlink will notify the relevant employees and their union(s) of its intention in relation to major change as set out in Clause 9.2(a).
- 9.4 The relevant employees may appoint a representative for the purposes of the procedures in this clause.
- 9.5 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.

- 9.6 Prior to making its final decision, Powerlink will:
 - a) consult with the relevant employees and their representative in relation to:
 - 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.
- 9.7 However, Powerlink is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives.
- 9.8 Powerlink will give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representative.

- 9.9 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.
- 9.10 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 9.11 to 9.17apply)

- 9.11 For a change referred to in Clause 9.2 (b) the employer must notify the relevant employees and their union(s) of the proposed change.
- 9.12 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.13 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.

- 9.14 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).
- 9.15 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.16 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.17 In this clause, "relevant employees" means the employees who may be affected by the major change.

10. Workplace Change and Flexibilities – Varying the terms of the Agreement

- 10.1 The parties will address the introduction of new working arrangements which require the variation of conditions of employment as contained in this Agreement, by application of the following principles and process.
- The Parties acknowledge that there is a business requirement to have flexibility, responsiveness and mobility of its work force to meet customer needs and operational requirements. At times these challenges may need changes to employee working conditions. Where changes are required to employee's current conditions, these will be addressed in a consultative and cooperative manner with employees directly affected.

- 10.3 Consultation will occur with all directly affected employee/s and their nominated employee representatives. Where consultation has been unable to resolve the matter the following process will apply:
 - The directly affected employee/s and their nominated representatives will negotiate and develop a suitable proposal.
 - Prior to implementation of the proposal, agreement must be reached with at least 60% of the directly affected employees.
 - Any variation of conditions of employment contained in this Agreement will have no application until approved in accordance with the Fair Work Act 2009 (Cth).

11. Dispute Resolution Process

- 11.1 The parties to this Agreement have a shared commitment to address issues, grievances and disputes in a fair, reasonable and timely manner.
- 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.
- 11.3 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.
- 11.4 This process applies equally to disputes involving individual or multiple employees.

11.5 Stage A – Workplace Resolution Process

- 11.5.1 **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.
- 11.5.2 **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.
- 11.5.3 **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.
- 11.5.4 **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.
- 11.5.5 Where Stage A fails to resolve the issue, grievance or dispute, the following process shall apply

11.6 Stage B – Conciliation

- 11.6.1 As part of the initial referral of a dispute to FWC, the referring party must request FWC to hold a conciliation conference.
- 11.6.2 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.
- 11.6.3 All parties notified of the proceedings must attend and genuinely participate in a conciliation conference.

- 11.6.4 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.
- 11.6.5 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.
- 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.
- 11.6.7 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.
- 11.6.8 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.

11.7 Stage C – Arbitration

- 11.7.1 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.
- 11.7.2 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.
- 11.7.3 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.
- 11.7.4 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.

11.8 Stage D - Appeal from Decision of FWC

- 11.8.1 A party to the dispute dissatisfied with the decision of FWC may appeal against the decision to the Full Bench of FWC.
- 11.8.2 An appeal must be started by filing the Application to Appeal in the FWC registry within 21 days after the date of the decision.
- 11.8.3 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.
- 11.8.4 The Full Bench may:
 - a) dismiss the appeal or
 - b) allow the appeal, set aside the decision and substitute another decision or
 - c) allow the appeal and amend the decision or
 - d) 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

11.9 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.

11.10 Representation

- 11.10.1 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:
 - a) the parties consent or
 - b) 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.
- 11.10.2 To remove doubt, a party is not legally represented if the party to the dispute is represented by an officer of an organisation.

11.11 Conduct of Proceedings in FWC

- 11.11.1 Any dispute referred to the FWC will be dealt with by:
 - a) In the case of Conciliation or Arbitration, a member nominated by the President.
 - b) 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.
- 11.11.2 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.
- 11.11.3 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.
- 11.11.4 Subject to the limitations set out above, FWC may:
 - a) inform itself in any manner that it thinks appropriate
 - b) take evidence on oath or affirmation
 - c) conduct a hearing
 - d) give directions orally or in writing in the course of, or for the purpose of, procedural matters relating to the proceeding
 - e) compel the production of documents that relate to the dispute
 - f) summon before it any party to the dispute, witness or persons whose presence FWC believes would help in the resolution of the dispute
 - g) 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
 - h) determine the date, time and location where the conciliation and/or arbitration will
 - i) conduct the proceeding, or any part of the proceeding, in private
 - i) adjourn the proceeding to any time or location
 - k) 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
 - I) refer any matter to an expert and accepting the expert's report as evidence
 - m) convene a compulsory conference
 - n) correct, amend or waive any error, defect, or irregularity whether in substance or in form
 - o) make an interim decision and
 - p) make a final decision in respect of the matter to which the dispute relates
- 11.11.5 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.

11.12 Costs

11.12.1 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.

12. Equity Considerations

- The parties are committed to the principles of equity and merit, and thereby to the objectives of the Equal Employment Opportunity obligation of Chapter 2 of the Public Service Act 2008 (Qld) and the Anti-Discrimination Act 1991 (Qld).
- 12.2 Powerlink recognises that as a culturally diverse organisation all parties need to value, accept and understand the perspectives and ideas that each employee brings to the workplace. With this in mind the parties will jointly monitor the implementation of changes resulting from this Agreement through regular consultation to ensure there is no adverse impact in terms of existing equity protections, or in terms of creating any new situation of inequity referred to in the legislation.

13. Security of Employment

- 13.1 There will be no forced redundancies for the life of this Agreement.
- The agreement to have no forced redundancies depends upon the employee accepting reasonable retraining and re-deployment to a position which is equivalent in remuneration.
- 13.3 Employees who may find their positions redundant during the life of this Agreement will, as a minimum, have their salary maintained, without reduction, for the tenure of their employment with Powerlink.
- 13.4 The Powerlink Redundancy Conditions (Schedule 1) applies to the parties to this agreement.

PART 3 - REWARDS AND RECOGNITION

14. Remuneration

14.1 Career Path Documents

The "Classification Structure" used within Powerlink is outlined in <u>Schedule 2</u>. A more detailed version of this is contained in Powerlink's Career Path documents. These form the basis for determining salary levels and salary progression. A "Summary of Career Path Streams and Grades" is displayed in <u>Schedule 3</u>.

14.2 Salary Levels

Actual salary levels and base rate amounts are displayed in Schedule 4.

14.3 Training and Development Plans

- 14.3.1 All employees are entitled to Training and Development Planning at least 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 each individual's circumstances. Successful completion of an ATP will result in salary progression.
- 14.3.2 Training and Development Planning is an opportunity to review training or development needed to perform the job more effectively, or perform more aspects of the job. It also allows time to consider and discuss career aspirations and development issues.

14.4 Position Descriptions

- 14.4.1 All offers of employment will include a current position description.
- 14.4.2 Employees and their managers will review the job profile as part of the annual performance review process to determine if the duties, key accountabilities or reporting responsibilities have changed.
- 14.4.3 If the accountabilities, responsibilities or skill requirements of the position change sufficiently to warrant a possible reclassification, the position description will need to be re-evaluated and determined within an agreed timeframe to assess whether the current classification level and therefore salary, is still appropriate for the position.
- 14.4.4 If the position is re-evaluated at a lower or higher classification, the reason for the outcome will be communicated in a timely manner to the employee or employees concerned.

15. Short Term Additional Responsibilities

- On occasions there may be a need for an employee to undertake additional responsibilities for short periods. While this may place additional responsibilities on an employee it may also be viewed as an opportunity for the employee to broaden their knowledge and experience, which may enhance career opportunities at a later date.
- Higher level roles have a longer term focus such as managing the budget, business planning and staff management. The employee assuming this role on a short term basis is often not required to address these longer term issues in the same way as the usual incumbent. They tend to look after shorter term issues, e.g. operational decision making.
- 15.3 This happens in the same way if the person is away for short periods another will provide guidance or make decisions, without receiving compensation.

15.4 Payment for Undertaking the Additional Responsibilities

- 15.4.1 Where Powerlink directs an employee to carry out duties which require the exercise of competencies over and above that for which the employee is otherwise remunerated, for at least one full day continuously (excluding days off), the employee will be entitled to the rate of pay for the competencies exercised.
- 15.4.2 Where this option is exercised payment will be made, where practicable, in the next pay period following, and in each subsequent pay period where the employee performs those duties.

(Refer to clause 46.4 for payment of additional responsibilities whilst on annual leave)

16. Method of Payment

16.1 How are salaries paid?

- 16.1.1 Employee's salaries will be paid to the employee's credit in any account, nominated by the employee with any bank, credit union, permanent building society or other financial institution each fortnight. This arrangement will also apply when an employee takes leave, except where the employee has provided Powerlink with reasonable notice that payment is required in advance.
- 16.1.2 Powerlink will meet the costs incurred in the payment of salary into an employee's nominated account.
- 16.1.3 Where a Powerlink action has delayed the usual day an employee's pay is deposited in their financial account(s), Powerlink will reimburse that employee any additional direct costs incurred by that delay (for example, a fee for a home loan payment not able to be deducted from an account due to insufficient funds).

16.2 Recovery of Overpayments

- 16.2.1 Where an employee receives an overpayment, a reasonable repayment schedule will be implemented following consultation and agreement between Powerlink and the employee for the purpose of recovering any overpayment of entitlements for a period of up to two (2) years from the date the overpayment is identified, less any substantiated costs incurred by the employee as the sole result of the overpayment. Such agreement will not be unreasonably withheld by either party.
- 16.2.2 Powerlink reserves the right to reclaim amounts paid in error for a period of greater than two (2) years in instances where the employee was responsible for the overpayment occurring or could have reasonably been expected to know there was an overpayment occurring and failed to notify Powerlink.
- 16.2.3 Where an employee has agreed that an overpayment has occurred and agreed to repay that amount, any outstanding overpayment will be deducted from the employee's final payment upon termination of their employment.

17. Productivity Pay Adjustment

17.1 Base Pay - Timing of the payments

This Agreement provides for the following guaranteed compounding wage adjustment:

- i. From 1 March 2022, a 3.0% wage increase;
- ii. From 1 September 2022, a further 3.0% wage increase; and
- iii. From 1 March 2023, a further 3.0% wage increase.

17.2 The parties have agreed to a review over the term of this Agreement based on the movement in CPI over the full term of this Agreement, and adjust base rates where CPI has moved by a higher total percentage amount than the base rate increases provided by this Agreement (9.27%). Such adjustment will take the form of an increase by the percentage necessary to ensure that base rates have moved by at least the same amount as CPI over the term of this Agreement, and will be payable prospectively from the last pay period within the nominal term of this Agreement.

18. Allowances and Payments

18.1 Employee in Charge

Allowance (per annum)		As at 01/03/2022		As at 1/09/2022		As at 1/03/2023	
Employee in Charge 1 - Temporary arrangements or New employees	\$	2,718.48	\$	2,800.03	\$	2,884.03	
Employee in Charge 2 – Full allowance	\$	4,417.69	\$	4,550.22	\$	4,686.73	

- 18.1.1 Employees primarily employed to exercise technical or support duties in field based classifications, who are appointed on a full time basis as an Employee in Charge (EIC) to train or supervise two or more workers of a lower or similar classification, will on appointment be paid an all-purpose allowance, Employee in Charge 1, as above.
- 18.1.2 An increased allowance will be paid within the first twelve months and/or on completion of an Approved Training Plan, whichever occurs first. The rate of this all-purpose allowance, Employee in Charge 2, will be paid as above.
- 18.1.3 Where an employee is required to perform EIC duties on a daily basis in an acting or temporary capacity to supervise/train no less than two other workers of similar or lower classification, the employee will be paid an allowance, Employee in Charge 1, on a pro rata basis. This payment will be calculated for the purposes of overtime, and all other leave if the employee continues to work up to the day prior to their leave being taken.

18.2 First Aid

Allowance (weekly)	As at 01/03/2022	As at 1/09/2022	As at 1/03/2023		
First Aid	\$ 19.60	\$ 20.19	\$ 20.80		

When an employee, who holds a current appropriate first aid certificate, is appointed by Powerlink as a first aid attendant, they will be paid the above weekly allowance in addition to their ordinary rates.

18.3 Height

Allowance (weekly)	As at 01/03/2022	As at 1/09/2022	As at 1/03/2023	
Height <15 Metres	No Payment	No Payment	No Payment	
Height 15-23 Metres	\$ 19.19	\$ 19.77	\$ 20.36	
Height >23 Metres	\$ 28.78	\$ 29.64	\$ 30.53	

Employees (excluding those engaged in electrical line work) who are required to work at heights greater than fifteen metres from the ground or low-water or nearest horizontal plane will be paid an allowance in accordance with the above table in addition to their ordinary rates.

18.4 Locality

Employees will be paid locality allowances as prescribed by relevant sections of the *Electricity* Regulation 2006 (Qld).

18.5 Substation and Test Allowance

Allowance (weekly)	As	at 01/03/2022	Asa	at 1/09/2022	As	s at 1/03/2023
Professional and Managerial employees, Administrative employees, Technical employees engaged in supervisory, engineering science and other technical discipline.	\$	14.24	\$\$	14.67	\$	15.11
Technical employees engaged in trade and/or electrical/electronic technician work and Power workers.	\$	30.37	\$	31.28	\$	32.22

- 18.5.1 Employees who are employed in a position entitling them to be paid the Substation/Test allowance as defined above will have the allowance included in their hourly rate on an annualised basis for all purposes.
- 18.5.2 New employees appointed to such positions will initially be paid the allowance. After completion of their probationary period, their rate of pay will be adjusted to incorporate the Substation/Test allowance into the hourly rate as above.
- 18.5.3 Employees having the Substation/Test allowance incorporated into the determination of their salary point will not be entitled to claim the Substation/Test allowance in any other form nor will the Substation/Test allowance be incorporated into the determination of an individual's salary point more than once.
- 18.5.4 This arrangement does not alter the entitlement of other employees under the Agreement to claim the Substation/Test allowance on a part time basis.

18.6 Tools

Allowance (weekly)	As	s at 01/03/2022	As a	at 1/09/2022	As	at 1/03/2023
Electrical work (general)	\$	31.13	\$	32.06	\$	33.02
Electronic work, cable jointing, electrical line work, welding	\$	15.55	\$	16.02	\$	16.50

- 18.6.1 The applicable tool allowance will be paid to Technical employees who are required to supply and use their own tools in the above classes of employment.
- 18.6.2 Tool allowances will not be paid while employees are absent on annual leave or long service leave.

18.7 Absorbed allowances

The following allowances have previously been absorbed as part of the translation to the former Electricity Generation, Transmission and Supply Award State 2002.

Disability Allowances	Asbestos removal, Battery Work, Bitumen or Tar, Building and Construction, Cable jointing, Concrete mixing, Confined Space, Dirty work, Heavy Machinery/ transformers work, Hot and cold work, Insulation work, Machinery Floats & low loaders, Marker off, Noxious gas fumes, Pole lifting, jack hammer work and handling cement, Powder monkey, Roof repairs, Shot/s and blasting, Toxic substances, Tunnelling under roads, Weed control, Wet work.
Ability Allowances	Chainsaw, Certificate allowances, Confidential allowance, Degree allowance, Drivers of articulated vehicles, Explosive power tools, Goods in excess of 16.764m, Handling furniture and whitegoods, Motor vehicles drawing trailers.
Electronic Funds Transfer	The Electronic Funds Transfer Allowance of \$5 per week has been rolled into base rates effective from 20th November 2008. This included \$1 per week reimbursement for drivers licences, which was included in the EFT allowance.
Transmission Network Reliability	The Transmission Network Reliability Allowance and Payment and their inclusions have been rolled into base rates. This acknowledges the purpose of the Allowance and Payment and also that the Allowance was inclusive of and absorbs the following:
Allowance / Payment	Any allowance that might otherwise be paid for Electrical Safety Allowance for work covered by Qld Electrical Safety legislation by way of compliance and accountability.
	There will be no further claims for employees engaged to perform any of the above.

19. Other Benefits

19.1 Indemnity of Employees Against Liability

19.1.1 When are employees indemnified?

Powerlink will indemnify employees, in accordance with the, <u>Employee Indemnity Standard</u> against legal liability for any claim for compensation or legal costs arising in respect of civil liability for work performed for the benefit, and at the direction of Powerlink, subject to procedure guidelines.

19.2 Salary Sacrificing

Powerlink currently offers salary sacrificing arrangements to employees for superannuation and to certain categories of employees for motor vehicles.

19.2.1 Salary Sacrifice Principles

Specified employees may salary sacrifice part of their salary in return for other benefits, such as superannuation contributions and motor vehicles in accordance with the following provisions and any procedures that Powerlink may have or change from time to time.

19.2.2 What principles apply to salary sacrificing

Any salary sacrifice arrangements must be in accordance with any applicable legislation, Australian Taxation Office rulings or guidelines, and in the case of superannuation, the Superannuation Fund rules.

Salary sacrificing is available provided:

- a) The amount sacrificed by an employee is sufficient to cover the cost to Powerlink of the benefit the employee wishes to receive, including any fringe benefits tax payable.
 Employees who salary sacrifice, authorise Powerlink to deduct those costs from their remuneration.
- b) Employees are responsible for any salary sacrifice arrangements they create. This includes paying immediately any residual liability or retaining or taking over from Powerlink any ongoing legal obligations in respect of any benefits (for example, motor vehicles) for which an employee has salary sacrificed upon termination of the salary sacrifice arrangement, or the employee's employment.
- c) There is to be no additional increase in administration costs to Powerlink as a result of salary sacrifice arrangements.
- d) An employee can implement salary sacrifice arrangements at any time, and this may be modified once per year, or more regularly in exceptional circumstances.
- e) It is recommended that employees obtain independent financial advice specific to their circumstances before implementing or changing a salary sacrifice arrangement.
- 19.2.3 Except for superannuation, overtime and termination purposes (which are inclusive of salaried sacrificed amounts), the reduced salary will be the salary used for all purposes of the Agreement in calculating all entitlements such as all leave benefits including annual leave, personal/carer's leave and long service leave.

19.2.4 Salary Sacrifice Options

Powerlink will consider any additional salary sacrifice options should the Australian Taxation Office provisions be altered during the life of the Agreement where there is no, or low cost to Powerlink.

19.2.5 Superannuation - Salary sacrificing superannuation

Salary sacrificing of Employee Contributions to Superannuation is available provided:

- a) It is requested by the employee; and
- b) The arrangements comply with relevant legislation and Superannuation Trust Deed provisions. An employee may at any time elect to withdraw from such Salary Sacrifice arrangements.

19.2.6 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).

19.3 Reimbursements

19.3.1 Statutory Fees

Powerlink will pay all individuals' 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 be performed as part of the individuals' duties.

19.3.2 Professional Development

- a) Powerlink will reimburse up to \$250 per financial year for permanent employees classified within the Professional Managerial or Administrative stream, who have attained a minimum educational standard of a bachelor degree which relates to their current position.
- b) This is a contribution towards either:
 - i. 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,
 - ii. Alternatively, an employee eligible for Reimbursement in accordance with this subclause will be entitled to reimbursement for one full professional membership fee during each financial year.
- c) Re-imbursements will require a tax invoice (or a copy) to be provided to Powerlink.
- d) Any such reimbursement for a financial year must be claimed within that financial year.
- e) An employee eligible for reimbursement in accordance with this subclause will be given reasonable assistance by Powerlink in meeting any statutory or mandatory continuing professional development (CPD) requirements. Such assistance will be beneficial to the employee and Powerlink and will be agreed in advance.

19.3.3 Registered Professional Engineer Queensland (RPEQ)

a) Powerlink acknowledges its role as a registered authority in the Queensland electricity industry to promote and support professional engineering development. When a permanent employee or development engineer holds a recognised four (4) year degree (at AQF 8 level) and seeks RPEQ registration, Powerlink will reimburse fees associated with application for RPEQ registration, annual registration fees and initial assessment costs required provided a proper application is made avoiding excessive re-submission costs.

19.4 Cost Effective Benefits

Powerlink will continue to (subject to relevant legislation), investigate and where possible implement agreed ways of using its purchasing power for the benefit of employees. In each situation any introduction will be subject to no or low cost to Powerlink, including administrative costs.

19.5 Funeral Benefit Payment

To support the next of kin financially with the funeral and any other immediate expenses in their time of need and support, Powerlink will pay an amount of \$7,500 to the identified next of kin upon the death of any current Powerlink employee.

PART 4 - TIME AT WORK

20. Hours of Work

20.1 The parties agree it is a characteristic of this Agreement that the development of flexible working arrangements will take into equal consideration the business needs of its customers, the preferences of its employees, including parental responsibilities, and the health and safety needs of all parties.

20.2 Standard weekly hours

The standard hours of work will average 36.25 per week (Monday to Friday). Work patterns will be designed so that, on average, no employee will be required to work more than nine rostered attendances per fortnight and not more than eight hours 3.3 minutes will be worked on any such day at ordinary rates. The timing of the tenth day (or "day off") may vary depending on work and employee needs.

20.3 Alternative rostering arrangements

- 20.3.1 Subject to consultation with Union representatives and mutual agreement, the Standard weekly hours as set out in Clause 20.2 may be departed from and alternative patterns of work may be undertaken by teams or work groups to meet the needs of the business and/or employee/s preferences and/or customer requirements. Alternative patterns of work will be subject to the following:
 - (a) Where such alternative patterns of work are proposed, the maximum number of daily attendances may be varied, and no more than ten (10) hours will be worked on any day at ordinary rates.
 - (b) Powerlink or the employee/s may propose alternative rostering arrangements for consultation that aggregate the standard weekly hours of 36.25 per week over the following roster cycles;
 - i 72.5 hours over a 2 week roster cycle, or
 - ii 145 hours over a 4 week roster cycle, or
 - iii 217.5 hours over a 6 week roster cycle, or
 - iv 290 hours over an 8 week roster cycle.
 - (c) The number of daily attendances and the number of daily ordinary hours of work to meet the roster cycle requirements as set out in Clause 20.3.1 (b) will be determined by mutual agreement between Powerlink and the employee/s.
- 20.3.2 Nothing in this clause prevents an employee and their manager from agreeing to alternative rostering arrangements on the terms set out above on an individual basis.
- 20.3.3 These arrangements will be documented in writing and made available to the parties involved in the alternative arrangements.

20.4 Span of hours

- 20.4.1 The span of hours, for all employees excepting those working shift, will be from 6.00am to 6.30pm, Monday to Friday. Employees will be available for work between these hours by agreement.
- 20.4.2 In order to meet operational and work requirements, the span of hours for day working employees, provided for in this Agreement on an ordinary work day (6.00am to 6.30pm, Monday to Friday), may be increased by mutual agreement to an additional one hour at either the commencement or finish of the ordinary work day. Any variation to the span of hours outside of this will be through the Workplace Change and Flexibilities Varying the Terms of the Agreement (Clause 10) of this Agreement, providing that no individual will be forced to work outside the ordinary span of hours.
- 20.4.3 Up to ten ordinary hours may be worked in any one rostered attendance by mutual agreement.

20.4.4 An employee may work 36.25 hours over a five day week to assist with family or personal responsibilities, where there is a written request from the employee and it has been agreed to accordance with the Workplace Change and Flexibilities – Varying the Terms of the Agreement provisions (Clause 10) contained within this Agreement.

20.5 Flexible start and finish times

- 20.5.1 The parties acknowledge the different work patterns that are sometimes required to meet customer requirements and agree that flexible start and finish times may be agreed from time to time to meet work requirements.
- 20.5.2 Such flexible start and finish times will be made on the following basis:
 - a) Any work scheduled to be worked outside of the spread of hours will be paid at the rate of
 - b) Participation in Flexible Start and Finish times will be by mutual agreement.
- 20.5.3 Nothing in this clause limits or restricts Powerlink's capacity to impose on any employee no more than twice in any calendar year the following:
 - a) Change of start and finish times within the spread of ordinary hours of this Agreement;
 - b) The implementation of short term shift; and
 - c) Where an employee is allocated to a new work group, the individual's Rostered Day Off (RDO) may be changed from Monday to Friday or vice versa to meet the new work group RDO schedule.
- 20.5.4 The above changes will be subject to consultation with those directly affected and notice of one month has been given of the implementation date. A shorter implementation date may occur where mutually agreed by the employees involved.

21. Rest Pauses

- 21.1 Refreshment periods, including a minimum unpaid thirty minute lunch period, will be taken at appropriate stages of the day, commensurate with natural breaks in the work process.
- 21.2 An employee, including those working shifts, will not be compelled to work for more than five hours without a break for a meal.

(Refer to clause 24.4 for payment for work undertaken during the recognised meal period)

21.3 Paid rest pauses

21.3.1 Every employee will be entitled to a paid rest pause or pauses in Powerlink's time.

Hours worked daily	Paid time
4 – < 8 hours	10 minutes
8 hours	20 minutes

21.3.2 A rest pause(s) may be taken in a manner and at such time or times as agreed so that continuity of work will not be interrupted where continuity is necessary, bearing in mind appropriate health and safety practices.

22. Breaks Between Rostered Attendances

- The parties agree that employees will be given no less than nine consecutive hours off duty between the end of work on one day, and the commencement of work on the next.
- Where an employee is not given nine consecutive hours off duty and they have continued or resumed overtime into their normal or rostered work day, then they will be paid double rates until released from work and given nine consecutive hours rest.
- 22.3 Notwithstanding the above, where an employee starts to work overtime between the hours of 11:00pm on one day and 5:00am on the next, and works in aggregate for 1.5 hours or more, then the nine consecutive hour rest break will commence from the conclusion of their last period of overtime even if it continues after 5:00am.

22.4 General

- 22.4.1 The arrangements as outlined above will also apply when overtime is worked on a Sunday, a Public Holiday or an RDO prior to a rostered work-day.
- 22.4.2 It is important to note that the safety of employees is the most important issue and there may be circumstances where there is no entitlement to a nine hour rest break, but due to fatigue etc, it is determined that an employee should be given a break from work. In these cases, supervisors will have a discretionary right to provide additional paid rest time in addition to the arrangements set out above.

22.5 TOIL accrual for RDO

An employee will accrue single time TOIL for any part of a nine hour break which falls within the ordinary working hours of their RDO.

23. Overtime

23.1 General

- 23.1.1 All overtime must have the prior approval of an employee's supervisor.
- 23.1.2 No employee will refuse to work a reasonable amount of overtime to meet the needs of Powerlink. If an employee is concerned about whether the amount of overtime being performed is reasonable, the matter will be considered by reference to the factors outlined in the maximum weekly hours provisions of the National Employment Standards.
- 23.1.3 Systematic overtime will not be worked. Overtime is considered systematic overtime when three consecutive weeks' overtime has been worked. Systematic overtime does not include circumstances when extra labour is not immediately available or where employees agree to, or request to, work extended hours while working away from home so as to reduce their time away from home.
- 23.1.4 Except as otherwise provided for in this agreement, all time worked in excess of that provided for in Clause 20 (Hours of Work) or before the ordinary starting time or after the ordinary ceasing time will be deemed overtime.
- 23.1.5 It is a provision of this Agreement that the working of overtime and the rate at which payment for such overtime is made, for employees classified at salary point 13.0 and above, is at the discretion of Powerlink.
- 23.1.6 This is consistent with the provisions of the <u>Electricity Regulation 2006</u>. However, employees classified at Professional Managerial Grade 2 will be paid at one and a half times the ordinary rate for the working of overtime.

(Refer to clause 20.5 for flexible start and finish times, and clause 36.2 for starting and finishing outside the normal hours)

23.2 Penalties and minimum payments

- 23.2.1 Overtime will be paid for at one and a-half times the ordinary rate for the first three hours and double time thereafter. Each day stands alone when overtime is being calculated, except where an employee commences overtime on one day and continues to work such overtime into the next day.
- 23.2.2 When any portion of an hour is worked, employees will receive payment in respect of any broken part of an hour at the current overtime rate with a minimum payment for thirty minutes.
- 23.2.3 Saturday Employees required to work overtime commencing on Saturday will be paid at one and a half times the ordinary rate for the first three hours and double time thereafter with a minimum period of three hours work or payment in lieu of work, except in the case of emergencies.
- 23.2.4 Sunday All overtime work done on Sundays will be paid at the rate of double time with a minimum period of three hours work or payment in lieu of work, except in the case of emergencies.

23.3 Shift

- 23.3.1 Except where otherwise mentioned within this agreement, the following conditions will apply:
 - a) Overtime worked in any calling in or in connection with which more than one shift per day is worked, will be paid for at the rate of double time.
 - b) For all employees engaged in shift work, all time worked in excess of eight hours in any one day will be considered as overtime.
 - c) Employees who work overtime during an afternoon or night shift will be paid double time on their afternoon or night shift rate respectively.

23.4 Nine day fortnight - RDO

Employees working a nine day fortnight, who are required to work on their agreed day off, will be paid the overtime rates prescribed for work on Mondays to Fridays and where required to report for work between midnight and 6am will be paid at the rate of double time for all time so worked up to 7am.

23.5 Public holidays

All time worked on public holidays outside the ordinary working hours specified in this Agreement, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, will be paid at double the rate prescribed by this Agreement.

23.6 Calls outside hours

Where an employee is phoned outside ordinary hours to provide advice in relation to a maintenance or operational issue, the employee will be paid one hours pay at overtime rates. Subsequent calls within that one hour period will not attract additional payment.

23.7 Fixing faults from home

- 23.7.1 Employees required to assess, rectify and / or manage network issues and emergencies by accessing Powerlink's information technology network, but not required to attend a Powerlink site, will be paid a minimum of two hours at the applicable overtime rates.
 - a) Subsequent events within the two hour period will not attract additional payment.
 - b) Where the time worked is in excess of two hours, the additional time worked will also be paid at the applicable overtime rate.
 - c) Where an employee is required to attend a Powerlink site to respond to the same fault, the time paid will be reduced by the amount already paid for the initial call.

23.8 Travel

Employees who through working overtime cannot obtain their ordinary method of conveyance to or from their homes will be conveyed to or from their homes by Powerlink or be reimbursed such expenses incurred.

23.9 Recalls

- 23.9.1 Where employees are required to report for work between midnight and 6am they will be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday and up to 7am Saturday.
- 23.9.2 Employees recalled to work overtime, except in the case of an emergency, after leaving Powerlink's business premises on their normal rostered attendances (whether notified before or after leaving the premises) will be paid for a minimum four hours' work at the appropriate overtime rate for each recall.
- 23.9.3 Overtime worked in cases where it is customary for an employee to return to Powerlink's premises to perform a specific job outside of working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, will not be regarded as overtime for the purposes of the minimum four hours work provision contained in this clause.
- 23.9.4 Except in the case of unforeseen circumstances arising, an employee will not be required to work the full four hours if the job the employee was recalled to do is completed within a shorter period.

23.10 Cancellation of planned overtime

Where it has been previously agreed that an employee will undertake planned overtime on a weekend or rostered day off and the work is subsequently cancelled with less than one full working days' notice, the employee will be entitled to payment on the following basis:

- a) where the cancellation is outside of Powerlink's direct control, an amount equivalent to the daily amount paid for being available outside normal hours as provided for in clause 38 of this agreement: or
- where the cancellation is within Powerlink's direct control, three hours at the applicable overtime rate.

24. Meal Break, Crib Break and Meal Allowance

Allowance	As at 01/03/2022		As at 1/09/2022		As at 1/03/2023	
Overtime Meal	\$	17.00	\$	17.51	\$	18.04

- When working overtime, for more than one hour, employees will be allowed to take a paid thirty minute break for "crib" after the ordinary ceasing time, and also a paid forty five minute break after each four hours' work, provided such overtime continues.
- All employees required to do overtime work for more than one hour will be paid the overtime meal allowance for each meal between the ordinary ceasing time and the completion of overtime work, unless Powerlink provides such meal for them. This payment will be treated separately to meal allowances provided in the Working Away from Home clause in this Agreement.
- When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime, they will be entitled to the overtime meal allowance for each meal provided in the event of the work not being performed or ceasing before the respective meal times.

- All work done during the recognised meal period will be paid for at the rate of double time, and payment at this rate will continue until another and uninterrupted meal period of thirty minutes has commenced or until the cessation of that day's work, whichever occurs first.
- 24.5 When employees work more than four hours' overtime on a Saturday and/or Sunday they will be entitled to a meal break of not more than one hour at the end of the fourth hour, provided that their overtime is to continue for not less than one hour after the meal break.
- 24.6 If such overtime continues to the tenth hour from the commencement of such overtime on such day, employees will be entitled to a further meal break of not more than one hour provided overtime continues after the break.
- Furthermore, where such overtime continues after the tenth hour from the commencement of such overtime on such day, employees will be entitled to a further meal break (provided such overtime continues), of not more than one hour after each additional five hours until such time as such overtime is completed.
- 24.8 Employees called out will be allowed to take a paid forty five minute break for "crib" after each four hours' overtime worked provided such overtime continues.
- 24.9 Employees who are called out prior to their normal rostered start time and work for a minimum of one hour with work continuing into their rostered start time, will be entitled to claim the overtime meal allowance and will be provided with a thirty minute paid break as soon as possible thereafter. Employees who work more than four hours under the above circumstance will be entitled to the overtime meal allowance and a forty- five minute paid break and not a thirty minute paid break.
- 24.10 Employees called out within one and a-half hours of their normal ceasing time and who are required to work for more than one hour will be entitled to the overtime meal allowance and in addition will be allowed a thirty minute paid break as soon as possible thereafter.

25. TOIL

25.1 Overtime as TOIL

- 25.1.1 Employees may choose to have their overtime banked as Time Off In Lieu (TOIL) and take the time off work at a later time rather than receiving payment when the overtime is worked as follows:
 - a) Where the employee proposes the working of overtime and management agrees to the proposal then the overtime is banked at time for time
 - b) Where the employee is directed to work overtime the overtime is banked at overtime rates
- 25.1.2 Notwithstanding the above, normal rules regarding overtime rates (as set out at Clause 23 Overtime General) apply

25.2 Working on an agreed day off

- 25.2.1 Employees working on the tenth day or 'day off' may also, by mutual agreement, have the choice of:
 - a) overtime payments as detailed above; or
 - b) Where the employee proposes the working of the tenth day and management agrees to the proposal then the tenth days overtime is banked at time for time
 - Where the employee is directed to work the tenth day the tenth days overtime is banked at overtime rates
 - d) substituting that day for another working day, i.e. banking as TOIL at time for time.

25.3 Maximum amount

- 25.3.1 The maximum amount of TOIL that may be banked is as follows;
 - 40.25 hours for employees working a 9 day roster (5 days), or
 - 45.35 hours for weekend workers (5 days) (Schedule 9A), or
 - 120.8 hours for Network Controllers (10 days)
 - 40 hours for employees working a 10 day roster (5 days)

25.3.2 Where balances (including any future leave bookings) exceed five days (10 days for Network Controllers) the excess hours will be paid out to the employee at their current rate of pay.

25.4 Payout of banked TOIL

- 25.4.1 Employees may request to have their TOIL balances paid out rather than taking the time off work.
- 25.4.2 Accrued TOIL balances will be paid out upon resignation or termination

25.5 Taking of banked TOIL

25.5.1 TOIL will be taken at the mutual convenience of the employee, the work group and the employer. The intention is that accrued time should not be used in lieu of taking annual leave.

26. Working in the Rain

- 26.1 Suitable waterproof clothing will be supplied by Powerlink, where practicable, to employees who are required to work in the rain.
- However, where in the performance of such work, an employee's clothes become wet from rain, they will be paid double rates for all work performed and that payment will continue until the employee is able to change into dry clothing or until work ceases, whichever is the earlier. Where the employee has to have their lunch in wet clothing, then they will be paid double rates for such lunch period.
- Where a callout involves work in the rain and where such callout entitles an employee only to the minimum payment prescribed by this Agreement, the penalty for work in the rain will be paid in addition to such minimum payment.

27. Types of Employment

- 27.1 The following forms of employment are available:
 - a) permanent full-time;
 - b) fixed term and specified task;
 - c) part-time; or
 - d) casual.

Employees will be advised in writing of their employment category upon appointment.

27.2 Permanent Full-time Employment

Permanent full-time employees are employees engaged on a full-time basis in accordance with Clause 20 or in accordance with Flexible Working Arrangements (<u>Schedule 5</u>), Alternative Working Arrangements (<u>Schedule 6</u>) or shift work arrangements contained within this Agreement.

27.3 Fixed Term and Specified Task Employee

27.3.1 Reason for Engagement

Fixed term or specified task employees may be appointed where the term is for less than 24 calendar months, to cover the following situations:

- a) Where employees are temporarily absent from work as a result of being on an approved form of leave, temporary transfer or secondment, or where the permanent incumbent is back-filling in another role:
- b) Where there is a short term requirement to perform the duties of a vacant position as a result of a restructure and until such time that the position is filled on a permanent basis, being a period of no more than twelve months;
- Where specialist skills are sought that are beyond the capability of existing employees, and that once the work is completed there will not be an on-going need for the work to be performed;

- d) Where there exists unexpected peak periods of work:
- e) Where a project, program or periodic task has been identified and there is not likely to be an ongoing need for the work to be performed once the task is complete.

A displaced employee who is in the redeployment pool will be considered prior to the engagement of a fixed term appointee.

27.3.2 Extension of Engagement

On occasion Powerlink may need to extend a fixed term appointment for a further period of up to 12 months to cover the following situations:

- a) Workload Peaks: Powerlink may seek to extend fixed term appointments to meet demands in core work as defined in Clause 67.5 of this Agreement. All other provisions of Clause 67 will continue to apply when considering the utilisation of fixed term appointments. Powerlink may extend a fixed term appointment for non-core work if the already identified work is going to extend beyond 24 calendar months.
- b) **Specialist Projects:** Powerlink may extend a fixed term appointment for an employee who is undertaking a specialist project that is beyond the skills and/or capacity of the existing workforce.
- 27.3.3 Prior to offering an extension of a fixed term contract Powerlink must consult with the relevant union/s to this Agreement. Powerlink will provide all relevant information in support of the requirement to extend the Fixed Term appointment at least 3 months prior to an offer being made (other than by agreement).
- 27.3.4 The appointment of a fixed term contract beyond 24 calendar months will not be utilised to diminish the day to day work of existing employees.
- 27.3.5 With the exception of the circumstances outlined in clause 27.3.2 where at the time of appointment, any specified task appointment is likely to extend beyond 24 calendar months, the parties agree that such positions will be filled by a person employed as a permanent employee.
- 27.3.6 In the following circumstances, Powerlink may offer up to five (5) year fixed term contracts:
 - a) **Graduate Engineers** who have been engaged to undertake a structured Graduate program as outlined in Clause 41.3 of this Agreement.
 - b) Parental/Adoption Leave: where an employee has requested to work in a part-time capacity for any period up to their child reaching school age (currently 5 years of age) following the cessation of the initial Parental/Adoption Leave term. In such a case, if the role held by the employee was one which required full-time occupancy, a fixed-term employee would have their contract extended to fill that role while the returning employee works in a part-time role.

27.3.7 Completion of Term Payment

On completion of a Fixed Term engagement (in excess of 24 months) where the employment terminates, an ex-gratia "Completion of Term Payment" (CTP) will be payable as follows to the employee:

- a) Three (3) weeks per year of service, together with a proportionate amount for an incomplete year of service; this only applies to the service in excess of 24 months.
- b) Pro-rata Annual Leave is paid to the date of termination less any Annual Leave taken.
- c) This clause does not apply to Graduate Development Engineers.
- d) The Completion of Term Payment does not apply to an apprentice or a trainee under an apprenticeship or traineeship.

27.3.8 Existing employee

Where an existing, permanent full time or part time employee is appointed to perform a specific task or tasks or for a fixed term, the employee will on completion be redeployed to a comparable classified position commensurate with their skills and competency or, where available, their previous position.

27.3.9 Definitions

For the purposes of this clause:

- (a) "Fixed term" means a specified period of time clearly identified by the term of the employment contract where the time of commencement and the time of completion is detailed.
- (b) "Specified task" means employment for a specific project, task or undertaking, and for which the employment contract will specify the circumstances, event, or criteria on which the employment will terminate.

27.4 Part-time Employment

27.4.1 Hours of work for part-time employees

Part-time employment will be as negotiated and mutually agreed between the employee and Powerlink in accordance with the provisions of this Agreement.

A part time employee works set days and regular hours which are not less than fifteen (15) hours and not more than thirty-two (32) hours twelve minutes each week. At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

Any variation to the work pattern or changes to the agreed number of ordinary hours per week will only be made with the mutual agreement of the employee and Powerlink and will be recorded in writing.

Powerlink will always roster a part-time employee for a minimum of three consecutive hours on any day.

27.4.2 Rate of pay

Base rates paid pro rata commensurate with the normal hours worked each fortnight.

All time worked outside the spread of ordinary working hours, as provided for in this Agreement, and all time worked in excess of the mutually agreed hours (whether upon commencement of part time work or as later varied by agreement) will be overtime and paid at the usual overtime rates.

27.4.3 Entitlements (e.g. leave and service)

Accrued on a pro-rata basis commensurate with their normal hours worked each week. All other leave types are available on a pro-rata basis.

27.4.4 Part-time conversion

Where an employee and Powerlink agree in writing, part-time employment may be converted to full-time, and vice-versa.

If an employee transfers from full-time to part-time (or vice-versa), all accrued entitlements will be maintained.

27.5 Casual Employment

27.5.1 Hours

A casual employee is engaged by the hour for less than 36.25 hours each week, and paid as such with a minimum payment of two hours pay for each engagement.

27.5.2 Rate of pay

Salary is based on base rates plus 25% (or as determined by the Fair Work Commission's Annual Wage Review), paid hourly.

27.5.3 Special conditions

Time worked in excess of eight hours three minutes per day (or by agreement), up to ten hours per day, more than 36 hours per week, or outside the standard span of hours as defined in this agreement, is overtime.

27.5.4 Public Holidays

Public holiday penalty rates will apply to any time worked on a Public Holiday.

27.5.5 Conversion from casual employee to a permanent employee

Casual employees who have worked on a regular and systematic basis for a period over twelve months continuous service will have the option to apply for conversion to a permanent part time or permanent full time. If Powerlink agrees, the appointment to either permanent part time or permanent full time will as a minimum be the average of the hours worked each week over the twelve month period.

28. Job Sharing

- Job sharing is where two or more employees are able to make arrangements that enables them to share one full time job.
- 28.2 Job sharing is subject to management approval.

29. Working from Home

- 29.1 By mutual agreement between the employee and Powerlink, an employee may elect to enter into a Working from Home arrangement. This arrangement will be negotiated between the employee and Powerlink on a case by case basis and documented.
- 29.2 The Working from Home arrangement may be terminated by giving of reasonable notice by either the employee or Powerlink.
- Working from home may also be used on a temporary basis, if agreed by an employee's manager, to cater for situations that arise at short notice such as needing to care for ill or injured immediate family members. It is the employee's responsibility to ensure they comply with the Working from Home procedure.

30. Individual Flexibility Arrangements

- 30.1 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.

- 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.
- 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.
- 30.4 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)
- 30.5 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:
 - i. the terms of the enterprise agreement that will be varied by the arrangement;
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. 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.
- 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.
- 30.7 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.
- 30.8 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 30 should be read to limit the application of the ability to request flexible working arrangements under section 65 of the <u>Fair Work Act 2009 (Cth)</u>.

31. Flexible and Alternative Working Arrangements

In some circumstances Powerlink may offer employees work under Flexible Working Arrangements or Alternative Working Conditions. Details of these are contained in Schedule 5 and Schedule 6 of this Agreement.

32. Field Delivery Work Arrangements

Powerlink utilises a number of specified work arrangements within the Field Delivery Group. Details relating to these work arrangements are outlined in the following Schedules:

Work Arrangement	Schedule Number in this Agreement
Live Substation Work	Refer to Schedule 7
Live Line Bare Hand Linesperson Pay Arrangements	Refer to Schedule 8
Weekend Work Arrangements	Refer to Schedule 9A
Short Term Weekend Work Arrangements	Refer to Schedule 9B
Starting on Site	Refer to Schedule 11

33. Working Shifts

33.1 Shift Definitions

Shift work may be required to be worked by employees to meet business needs, operational or customer service requirements from time to time. The following conditions apply when working shift work:

Shift	Span of Hours
Day Shift	Any shift worked between the hours of 6:00am and 6:00pm.
Afternoon Shift	Any shift finishing after 6:00pm and at or before midnight.
Night Shift	Any shift finishing after midnight and at or before 8:00am.
Short term shift	Any duration exceeding five days up to and including eight weeks, Monday to Friday only.
Non-continuous shift arrangements	An indefinite period other than a 24 hour / 7 day roster.

33.2 Shift Penalties

Shift	% in addition to ordinary rate*
Afternoon Shift	18.75%
Night Shift	22.5%
Short term shift	30%

^{*}The calculation of shift penalties will be based on the following formula:

For example: (9 day rate x 3%) x relevant shift loading + $(TNRA/TNRP \times 3\%)$ = Final Shift Rate, which is the same formula used for the 10 day Flexible Working Arrangement Salary Schedules contained in this Agreement

33.3 Weekend Penalty Rates

Shift	Multiple of ordinary rate
Hours worked after midnight on Friday and before midnight on Saturday	Time and a half
Hours worked after midnight on Saturday and before midnight on Sunday	Double time

33.4 Rest pauses

Employees working shift will be allowed a thirty minute paid rest pause during each shift. This will be taken at a time which meets the requirements of Clause 21 (Rest Pauses), and in such a manner that it does not interfere with continuity of work where continuity is necessary.

33.5 Ordinary hours

The ordinary hours for employees working shift will average 36.25 hours each week, although this may be averaged over an agreed number of weeks.

33.6 Public holidays

If a public holiday falls on a day that a shift worker is rostered off, an extra day will be added to annual leave.

Separate arrangements exist for System Controllers within Network Operation Services. These are included in <u>Schedule 10A</u> and <u>Schedule 10B</u> of this Agreement.

33.7 Non-continuous shift arrangements

- (a) Non-continuous shift arrangements will be established in accordance with the following processes.
- (b) Where Powerlink determines the operational need for a shift roster for positions, the following process will be followed:
 - Powerlink will notify the nominated employee representatives and convene a meeting of affected staff to present and consult on the proposal for the introduction of shift work.
 - Following consultation, Powerlink will finalise the shift-work proposal and seek agreement on the roster with the employees involved.
 - iii. To staff the roster Powerlink will seek volunteers to work the roster. Where there are insufficient volunteers, expression of interest will be sought from adjacent work locations.
 - iv. If the option above is exhausted, Powerlink may engage new employees who, when assessed as competent, will work the roster.
- (c) In arriving at these rosters, due regard will be given to health and safety and fatigue management issues.

33.8 Pro-rata additional annual leave for non-continuous shift

Employees working as non-continuous shift workers, (not including Short Term Shift Arrangement), will be entitled to an additional three working days annual leave per year worked, accumulated and available on a pro-rata basis.

34. Continuity of Service – Transfer of Employment

In cases where a transfer of employment occurs, continuity of service will be determined in accordance with the <u>Electricity Regulation 2006 (Qld)</u>, as varied from time to time.

PART 5 - CONDITIONS AT WORK

35. Provision of Equipment

35.1 General

35.1.1 Protective clothing and tools

- a) Employees will be issued with protective clothing, tools and equipment which is necessary for carrying out work.
- b) Employees are not permitted to use protective clothing, tools, vehicles or equipment which are provided by Powerlink while engaged in any employment other than with Powerlink.
- c) Each employee will be responsible for the proper care of tools and equipment, and the proper care and laundering of protective clothing issued to them.
- d) New protective clothing, equipment and tools will be issued as required to replace items which are subject to normal wear and tear.

35.2 Tools of trade

35.2.1 Powerlink will make available the following tools and appliances when required:

Precision tools over 300mm in length, micrometers, verniers, dial indicators and other similar tools, heating appliances, hacksaw blades, files, pipe grips over 250mm in length, taps, dies, cold chisels, spanners, scrapers, wrenches, pipe dies, clamps, jacks, tackle, caulking irons, frame chain and keys, mandrels, metal pots, pipe cutters, plumbing irons, drills, vices, lamps, bobbins, followers, hammers over one kg and pinch bars.

35.2.2 Insulating tools

Employees working on 120 volts ripple free direct current and over, and on all alternating current live wires, will, where required, be provided with the necessary insulating tools, rubber mats, or any other necessary protective appliances, by Powerlink.

35.2.3 Tools etc. – putting in order

All employees will be allowed such reasonable time as Powerlink deems necessary during working hours on the last working day of each week, to put their tools, benches, and machines in order.

36. Transport

36.1 Using your own vehicle for work

Where employees provide their own vehicles and the vehicles are necessary for the proper discharge of their duties, and their use is authorised by the Supervisor, the employees will be entitled to be reimbursed on a per kilometer basis in-line with the Australian Taxation Office guidelines relating to mileage as varied from time to time.

36.2 Starting and finishing outside normal hours

- 36.2.1 Employees required to work on any day away from their usual place of work will commence work at the usual starting time at the place designated by Powerlink. They will be paid for time reasonably spent travelling both ways between their homes and their designated place of work in excess of the time normally spent by them travelling both ways between their homes and their normal place of work.
- 36.2.2 Separate arrangements exist for field staff in Field Services who start and finish on site. These are included in <u>Schedule 11</u> of this Agreement.

36.2.3 Any travel required on Sundays and public holidays will be paid for at time and a half the ordinary rate, unless otherwise agreed. Travel on other days, outside ordinary hours, will be at single time. However the maximum payment for time actually spent in travelling is twelve hours each day.

36.3 In-Vehicle Asset Management System (IVAMS)

Powerlink will implement an In-Vehicle Asset Management System to improve operational vehicle resource utilisation, improve maintenance schedules and improve safety.

Powerlink will establish a reference group to consult on the changes to work practices and agree on the timing for the implementation of IVAMS. The parties will not unreasonably withhold agreement or delay its implementation.

The agreed framework for the implementation of IVAMs is in accordance with the agreed principles as follows:

- a) Will primarily be utilised for increased safety of employees; improved use of operation vehicles and plant including maintenance schedules;
- Will not be used for intrusive monitoring or surveillance of employees and any tracking or surveillance of vehicles shall be in accordance with the Memorandum of Understanding (MOU) between the parties, as at the date of the approval of this agreement or as amended in accordance with the terms of the MOU;
- c) Will not be used for the primary purpose of performance management of employees in relation use of vehicles.
- d) Where issues of unsafe driving behaviour in Powerlink assets are identified, the matter will be raised with the leader to be anonymously addressed with the workgroup at the earliest opportunity;
- e) Should reasonable ongoing feedback and coaching not result in improved positive driving behaviour and effective management of assets, formal performance management and/or discipline of an employee may then be a consideration; and
- f) Notwithstanding the above, system data may be utilised where preliminary evidence confirms serious breach of policy or misconduct as part of an investigation.

37. Transfer / Conditions

37.1 Transfer of Current Employees

- 37.1.1 Where Powerlink transfers an employee, the reimbursement and benefits associated with relocation will be applied equitably to all employees regardless of classification. Expenses reasonably incurred in relation to the transfer will be reimbursed for the employee and dependents. This includes travelling expenses and removal of furniture and effects, subject to the production of satisfactory evidence of the payment of such fares and expenses.
- 37.1.2 These conditions will apply upon appointment of the employee to new places of employment where:
 - the radial distance from the present place of residence to such new depot (or recognised place of employment) is not less than fifty kilometers; and/or
 - the employees are required by Powerlink to move their place of residence.
- 37.1.3 Where circumstances are considered to warrant such action, an employee transferred to a location where no house is available will be reimbursed reasonable board and lodging expenses until the employee becomes domiciled. This reimbursement will be payable for a period of up to one month, however additional arrangements may be approved by Powerlink.
- 37.1.4 Powerlink will give genuine consideration to an employee's personal circumstances prior to any transfer taking place.

38. Being Available Outside Normal Hours

(Refer to clause 23.6 for calls outside hours, clause 23.7 for fixing faults at home, clause 23.8 for travel and clause 23.9 for recalls to work)

38.1 What is the payment?

- 38.1.1 Where employees make themselves available for work outside normal hours to receive calls relative to emergency and / or breakdown work, or to be available at all times outside ordinary working hours to perform emergency work, they will be paid a flat rate for each day when rostered as follows:
 - a) When required to perform after hours call out duties.
 - b) When rostered on as second response on call team to support a first response team.
 - c) When rostered on as a fatigue response on call team to support a first response team in regard to increased levels of fatigue

Allowance (daily)	As	s at 01/03/2022	As	at 1/09/2022	A	s at 1/03/2023
Availability	\$	61.49	\$	63.33	\$	65.23

- 38.1.2 The fatigue on call team and their manager will ensure that the fatigue levels of that team remain appropriate during the high fatigue zone that normally occurs for most staff between 10.00pm & 3.00am. This will be achieved in accordance with Powerlink's Fatigue Risk Management Standard and may require modification to regular sleep patterns. To staff this arrangement Powerlink will seek volunteers from its existing workforce. This roster will exclude the Live Substation Team. Powerlink may engage new employees, who when assessed competent, will work the roster.
- 38.1.3 Employees undertaking after hours duty or outage coordination roles will be deemed to commence work when they receive notification of an outage (or other conditions) that result in a large volume of calls.
- 38.1.4 These allowances are not applicable if already included as part of an annualised salary.
- 38.1.5 Wherever practicable, Powerlink will:
 - a) Arrange availability duty on a rostered basis; and
 - b) Minimise employees being rostered on availability duty more frequently than one in four weeks.

38.2 Rescheduling of RDO

An employee may reschedule their RDO to another mutually agreed day within that fortnight, where the RDO falls within a rostered availability period.

38.3 Public holidays

Employees will have one day added to their RDOB for each public holiday on which they are required to be on duty. Alternatively, the employee may choose to have the equivalent amount paid as cash.

38.4 Maximum RDOB balance

- 38.4.1 The maximum amount of days that may be banked is as follows;
 - a) 40.25 hours for employees working a 9 day roster (5 days), or
 - b) 45.35 hours for weekend workers (5 days) (Schedule 9A), or
 - c) 120.8 hours for Network Controllers (10 days)
 - d) 40 hours for employees working a 10 day roster (5 days)

- 38.4.2 Where balances (including any future leave bookings) exceed five days (10 days for Network Controllers) the excess hours will be paid out to the employee at their current rate of pay.
- 38.4.3 RDOBs will be taken at the mutual convenience of the employee, the work group and the employer. The intention of this is that accrued time should not be used in lieu of taking annual leave.

38.5 When does overtime start and finish?

Employees called out on emergency work will be paid from the time of leaving home to commence that work until they return home from such work, assuming they return home within a reasonable time.

38.6 Use of Powerlink vehicles

Employees on a formal standby roster may be provided with a Powerlink vehicle for callout or standby purposes to respond to system emergencies.

- a) There may be occasions where it is a matter of common sense that employees use the vehicle to attend to private issues, and where appropriate, to transport members of their immediate family (within the legal passenger capacity of the vehicle).
- b) Employees must be conscious of possible public perception of such use and must be able to provide a common sense based explanation of such use.
- It is expected that such use of the vehicle would be intended to result in clear saving in response time to a callout. As a condition of standby, employees are expected to be available for duty within a reasonable time.

39. Working Away From Home

39.1 Standard Conditions

- 39.1.1 Powerlink provides an appropriate standard of support, workplace amenities and living conditions for those personnel who are required to remain away from home for work purposes.
- 39.1.2 The preferred arrangement is for Powerlink to provide full board and accommodation.
- 39.1.3 Notwithstanding this, employees may elect to receive accommodation and a meal allowance to cover the cost of all meals in lieu of full board and/or accommodation being provided. This allowance will be paid in accordance with the following arrangements.

39.1.4 Working away from home allowances

Powerlink will provide accommodation and applicable allowances when employees are required to work away from home.

39.1.5 Incidental allowance

Powerlink will pay an incidental allowance per day for out of pocket expenses as per the rates below.

39.1.6 Accommodation standard

The minimum standard of accommodation is a well maintained, single motel style room with radio/television, air-conditioning and ensuite bath/shower and toilet facilities. This could include construction style accommodation.

39.1.7 Meal standard / allowance

Where Powerlink provides meals, they will be of a suitable variety and reasonable standard.

Where the provision of meals is not suitable to be covered exclusively by the provision of meals or meal allowance, a combination of meal allowance and/or Powerlink's provision of meals may be made. Meal allowances will be paid as per the rates below.

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Breakfast is provided on the first day of staying away overnight, only where the individual starts work / is required to travel before 6.00am, otherwise, its only lunch and dinner which is provided. On the last day of work before returning home after staying away, Breakfast and Lunch is provided, except where the individual works for one hour after their normal finishing time, then a dinner is provided as well.

Day	Breakfast	Lunch	Dinner
1		X	Х
2	x	X	X
3	X	X	X
4	X	X	X
5	x	X	
Total	4	5	4

39.1.8 Allowance rates

Allowance	Taxation determination reference (Table 1)	2020/2021*
Full Travel meal	Tier 2 Country Centres	\$115.25
Breakfast	Tier 2 Country Centres	\$28.70
Lunch	Tier 2 Country Centres	\$29.35
Dinner	Tier 2 Country Centres	\$57.20
Incidentals	Tier 2 Country Centres	\$29.20

^{*} The above allowances will be increased effective from the first pay period following the release of the Australian Taxation Office (ATO), Taxation Determination (Income Tax: what are the reasonable travel and overtime meal allowance amounts) each year.

Allowances will be paid at the rate of Tier 2 Country Centers as set out above except where an employee is required to stay overnight in a town specified by the ATO as a High Cost Country Centre (Table 4), in which case the relevant allowances will be paid in accordance with the ATO rates for that High Cost Country Centre.

39.1.9 Supplementary accommodation allowance

Allowance (daily)	As at 01/03/2022	As at 1/09/2022	As at 1/03/2023
Supplementary Accommodation	\$ 25.83	\$ 26.60	\$ 27.40

If an employee is required to stay in isolated and remote areas where Powerlink's recommended accommodation standard is not readily available and alternative accommodation is provided or arranged, Powerlink will provide the relevant travel meal allowance and the incidental allowance per day. In addition the daily supplementary accommodation allowance will also be paid to employees who are entitled to the allowance. While this provision is included the parties agree its application would be very minimal, if at all.

Employees will be entitled to claim the supplementary accommodation allowance under any of the following circumstances.

a) Where the employee is required to prepare or supply meals and maintain their accommodation facilities when working in remote or isolated regions where serviced commercial accommodation is not available or provided. This excludes where the employee elects to stay in self-contained facilities.

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- b) When an employee is placed in accommodation where Powerlink's recommended accommodation standard could not be provided and the length of stay is for two or more overnight absences.
- c) When an employee is placed in accommodation on a twin share basis for each overnight absence.

The above allowances are only available to employees who are required to stay away from their normal place of residence for one or more nights.

39.1.10 Fringe Benefits Tax (FBT)

Powerlink will meet the costs of any Fringe Benefits Taxation that is applicable in respect of the allowances described in this clause.

39.1.11 Meals

Meal allowances can be paid to employees in advance of commencing work.

39.1.12 Communications

Reasonable communication expenses will apply but may be restricted to other than peak times to minimise costs.

39.1.13 Laundry

For employees required to work away for continuous periods greater than three days without return travel home, laundry services will be arranged or provided for the work team.

39.1.14 Period away from home

Most employees are not *normally* required to work away from home for more than two consecutive weeks in the course of their normal work duties without returning home. Notwithstanding that, shorter or longer periods may be mutually agreed on a case by case basis.

39.2 Conditions when Working Overseas

39.2.1 Employees may be requested by Powerlink to travel overseas on business. While working overseas employees will, as a minimum, be entitled to the same standard of accommodation and meals as would be provided by Powerlink in Australia.

39.2.2 Reimbursements

Powerlink will reimburse the employee for all business related expenses incurred including airport taxes, tips (where customary in the country), and transport to and from airports and work places. Powerlink will also reimburse the employee for actual expenses incurred for laundry. If appropriate, the employee will be provided with a corporate credit card for business use.

39.2.3 Other costs

Powerlink will arrange all necessary visas and allow the employee paid time to obtain a passport and to conclude any immunisation requirements prior to departure. Powerlink will also pay for the cost of the employee obtaining their passport, passport photographs and the cost of immunisation.

39.2.4 Travel insurance

Powerlink will arrange for and pay the premiums for travel insurance to cover the employee. The insurance policy has worldwide standard travel protection for personal items, medical hospital and emergency travel etc. Where Worker's Compensation does not apply because of the work or work location, Powerlink will arrange for and pay the premiums for personal accident insurance to cover the employee. In the circumstance where the insurance benefit is less than the employee's ordinary or annualised salary (whichever is the higher) Powerlink will pay the employee the difference for the duration of the work related injury / illness, consistent with Work Cover standards.

39.2.5 Reasonable costs

Powerlink will compensate an employee for reasonable costs as a result of the employee working overseas. Employees will therefore be recompensed for costs arising from, but not limited to, currency exchange variations, cost of living differences between Australia and the country in which the work is being performed, and reasonable telephone calls to Australia.

39.2.6 Taxation

Where an employee who is working overseas for such an extended period that the employee is no longer required to pay Australian taxes and / or is required to pay tax at a rate lower than what would apply had the employee been working in Australia, Powerlink will ensure that the employee receives the benefit.

Where an employee who is working overseas for such an extended period that the employee is no longer required to pay Australian taxes, but is required to pay local income tax at a rate higher than what the employee would have been required to pay in Australia, Powerlink will make a financial adjustment to ensure the employee is no worse off.

39.2.7 Additional information

Powerlink will, prior to the employee's departure, provide any current advice which may have been issued by the Department of Foreign Affairs concerning the country in which the employee is to work. Powerlink will also provide any other relevant information which may better appraise the employee of specific legal and or cultural issues which are particular to the country in which work is to be performed.

Powerlink may instigate additional arrangements as may be agreed on an individual basis.

40. Working on Non Powerlink Sites

40.1 Superior site provisions

Where employees are required to work where superior site or local provisions apply under the relevant agreement for similar classifications eg site allowance, height allowance or a site Agreement containing provisions that in aggregate are superior to this Agreement, Powerlink will ensure that its employees receive no less, in aggregate, than the provisions of the Superior Agreement.

40.2 Construction site allowance

When employees are working on a construction site where a specific site allowance is applicable under the relevant agreement for a similar classification, they will receive a Construction Site Allowance (CSA).

- a) The CSA will be paid as a flat amount for each hour worked and is subject to the total construction contract value for that site.
- b) The CSA is not an all purpose allowance.
- c) The CSA will not be paid where employees are undertaking normal, routine work, for example, inspections or maintenance that is not part of the general site building construction activity.
- d) The CSA will compensate for all special factors and/or disabilities on a project.

The CSA is not payable on Powerlink owned sites. The scale of hourly Construction Site Allowances are:

Total Construction Contract Value in Millions of Dollars			Hourly Site Allowance
5.7	То	10	\$0.95
>10	То	15	\$1.10
>15	То	35	\$1.30
>35	То	50	\$1.60
>50	То	75	\$1.85
>75	То	100	\$2.10
>100	То	125	\$2.35
>125	То	150	\$2.65
>150	То	175	\$2.90
>175	То	200	\$3.15
>200	То	225	\$3.40
>225	То	250	\$3.70
>250	То	300	\$4.00
>300	То	350	\$4.30
>350	То	400	\$4.60
>400	То		\$5.00

41. Trainees, Graduates & Apprentices

41.1 General

- 41.1.1 The parties acknowledge that Powerlink has an ongoing need to maintain highly skilled employees in the workforce.
- 41.1.2 The training of apprentices, trainees and graduates is one way to achieve this, and this training will continue in accordance with Powerlink's Workforce Plan requirements. Actual numbers will depend on Powerlink's future operational requirements and the economic circumstances at the time.
- 41.1.3 Notwithstanding this, Powerlink will maintain a minimum of eighteen apprentices (including Secondary System Trainees) in the Operations and Field Services Division, provided this number may be reviewed should the number of Powerlink permanent tradespersons numbers drop on a permanent basis due to business requirements.
- 41.1.4 Powerlink considers the retention of apprentices, trainees and graduates on completion of their apprenticeship, traineeship or graduate program an important part of its resourcing strategy. Accordingly, they are encouraged to apply for permanent positions as they approach the conclusion of their program. Powerlink may provide a period of fixed term employment on completion of the apprenticeship to assist apprentices in applying for permanent positions. Any offers of continuing employment will be at the discretion of Powerlink.
- 41.1.5 For apprentices that are subsequently employed by Powerlink at the end of their apprenticeship, the total period of the apprenticeship will be recognised as being a part of full time employment for the purposes of industry start date, long service leave and redundancy provisions.

41.2 Graduates

- 41.2.1 Powerlink will continue to maintain a commitment to the engagement and development of new and existing tertiary graduates at diploma, degree or higher levels across a variety of disciplines as required by the business.
- 41.2.2 Powerlink agrees that graduates who are part of a structured development program will be exposed to a range of development opportunities, which are designed to give a broad understanding of their discipline and opportunities to increase their skills.

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- 41.2.3 As part of this commitment, these graduates will be provided with job rotations in a variety of roles and teams within Powerlink, to ensure graduates who wish to pursue industry recognised and accredited qualifications and certifications are exposed to sufficient work experience and study opportunities to achieve these outcomes.
- 41.2.4 Each graduate will be provided an appropriately qualified and experienced mentor within their discipline to provide advice, career guidance and assist their line manager in regards to establishing appropriate training plans and development opportunities that maximise the achievement of organisational and individual requirements and expectations.

41.3 Engineering Graduates

- 41.3.1 Powerlink commits to an intake of a minimum of three (3) engineering graduates annually for the term of this agreement from any of the electrical, electronic, mechanical, civil or structural disciplines of engineering. The terms of engagement of engineering graduates will be as per Clause 27.3 Fixed Term and Specified task Employee.
- 41.3.2 Powerlink Engineering Graduates (Development Engineers) will be provided with a structured development plan, which is designed to give a broad understanding of their discipline and opportunities to increase their skills and ensure Graduates have the opportunity to attain Registered Professional Engineer Queensland (RPEQ) as defined under the Professional Engineers Act as applicable. Engineering Graduates are expected to achieve this within the period of the development plan.
- 41.3.3 Participants will be eligible to apply for roles within Powerlink after completion of the 3rd year of the program.
- 41.3.4 ATP's as contemplated in Clause 2.4 of <u>Schedule 2</u> and drawn up as part of the graduate development program for an engineering graduate shall endeavour to allow with application and effort the achievement of a minimum Salary Point of 12.5 Professional & Managerial Grade 1 (PM1) at the end of the program.

41.4 Apprentices working outside of Powerlink

- 41.4.1 Electrical Apprentices will have to work with employers other than Powerlink in order to acquire the skills necessary to achieve an Electrical Fitter Mechanic licence.
- 41.4.2 During this period away from Powerlink the Apprentice will be subjected to varying work conditions, due to the many industrial instruments that are prevalent across the electrical industry.
- 41.4.3 Powerlink's preference is to ensure that its Apprentices are only placed with companies that can provide a training environment to achieve a successful outcome. Where the Apprentice works with a company whose industrial instrument provides lesser conditions, the Apprentice will receive no less than the same remuneration/working conditions as he/she would have received whilst working directly with Powerlink.
- 41.4.4 Work related travel, accommodation and meals are provided in accordance with Clause 39 Working Away From Home.
- 41.4.5 Powerlink will continue to meet the training provider's tuition fees for apprentices.
- 41.4.6 In addition, where apprentices are required to undertake compulsory statutory safety training which has not been provided by Powerlink, and this is associated with their employment with Powerlink, the associated fees will be paid by Powerlink.

41.5 Adult apprentice

- 41.5.1 An adult apprentice includes an apprentice when they turn 21 years of age during the life of the apprenticeship.
- 41.5.2 Where employing adult apprentices the following conditions will apply:

Employment origin	Pay conditions
Trade Technicians and Power Workers employed from within Powerlink	Rates will not be less than that received in their substantive position prior to appointment.
All other existing Powerlink Employees	Rates will not be less than that received in their substantive position prior to appointment. Provided that the level of remuneration will not exceed the base tradesperson's salary rate that would apply to the employee on attaining the relevant trade qualification for that work group.
Employed from outside Powerlink	The Salary Point 0.0, or the rate prescribed for the relevant level of Apprenticeship or whichever is the greater.

41.6 Payment of trainees and apprentices

The specific rates of pay applicable for all trainees and apprentices are contained in <u>Schedule 4L</u> of this Agreement.

42. Training

42.1 Trade training and competency

- 42.1.1 Powerlink will utilise nationally approved training packages (as advised by the Electro Communications and Energy Utilities Industry Skills Council Ltd [Trading as EE-Oz Training Standards]) for trade and technical training where they are reasonably available and employee and business benefits are deemed to be advantageous.
- 42.1.2 All Powerlink trade employees will have completed suitable, agreed, Nationally Accredited Training Packages in Transmission / Distribution or the agreed equivalent as benchmarked by an agreed subject expert, taking into account recognised prior learning.
- 42.1.3 Powerlink will not access Certificate Two of the Transmission and Distribution training package during the life of this Agreement.
- 42.1.4 This approach will also be maintained for trade accredited employees working on operational Powerlink assets.
- 42.1.5 Powerlink may implement administrative traineeships where Powerlink considers it relevant to the needs of the business in accordance with the relevant Queensland Training Order and any national training packages noted above.

42.2 Training Committee

- 42.2.1 Powerlink agrees to establish a training committee made up of employer and employee representatives. The committee will invite representatives from the various entities from the Queensland Electricity Industry.
- 42.2.2 Powerlink will continue to work with the committee in considering the impact of:
 - a) The requirements imposed by the national skills council, relevant industry training bodies and relevant training packages provided for under the National Training Agenda;
 - b) The latest developments in training initiatives both from external and internal sources;
 - c) Available training information and training developments across the electricity industry;
 - d) The need for consistency in training outcomes subject to the National Training Agenda; and
 - e) The committee as a forum for disseminating training information in the industry.

43. Workplace Health and Safety

- 43.1 Powerlink maintains a strong commitment to the proactive management of Workplace Health and Safety as an integral part of its business activities. A continuing program to regard safety as the priority consideration in the workplace serves to maintain the focus of all staff upon "Safe for Life"
- There are a number of safety committees in place (including field and office based) to proactively deal with issues that may arise. Management and nominated employee representatives meet on a regular basis to review any issues that may have arisen over the preceding period.

43.3 Mental Health in the Workplace

- 43.3.1 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
 - Providing assistance and support to employees, including the training of employees to enable such support.
- 43.3.2 Powerlink recognises the importance of proactive initiatives which support employees who may be suffering from mental health issues.
- 43.3.3 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.

43.4 Senior First Aid

- 43.4.1 Powerlink agrees to have a person trained in senior first aid included in all Field Services on site work teams.
- Where an employee elects to attend the training course in their time (i.e. no overtime claim), Powerlink will meet the cost of the employee and the employee's spouse/partner to attend the course.

43.5 Single Person Tasks

- 43.5.1 The parties agree that safety is of paramount importance. At no time will the safety of employees or the community be compromised through the introduction of single person tasks.
- 43.5.2 The parties acknowledge that Powerlink Field Services field based employees have been undertaking single person tasks in certain situations for many years. A list of these agreed Single Person Tasks for Powerlink are outlined below:
 - a) Line patrols;
 - b) Asset inspection and scoping of work;
 - c) Organisation of documentation;
 - d) Performing equipment resets that are contained strictly within the confines of a substation building and/or a communication building between the hours of 7.25am and 5.30pm Monday to Friday (inclusive) and 7.00am and 4.30pm Saturday and Sunday.
- 43.5.3 Where an equipment reset is required to be performed during the hours outlined above it will only be required as a single person task where it can be reasonably predicted that the event requires an equipment reset only. Notwithstanding this, the employee allocated the task will be required to contact their Works Control Manager and/or Standby Officer and/or the Fault Management Team prior to commencement of such task on site to confirm the scope of works to be undertaken.
- 43.5.4 Notwithstanding the above, employees required to carry out single person tasks will conduct a risk assessment prior to work and subject to that risk assessment, may require additional staff and/or other control measures may be developed in order to carry out a task safely.

- 43.5.5 Where Powerlink intends to introduce further single person tasks this will occur by following the agreed process as set out below;
 - i. Any intention to introduce further single person tasks must not be contrary to relevant legislation which requires more than one person for specified tasks and/or activities; and
 - ii. As part of any such intention to introduce further single person tasks, Powerlink will in conjunction with representatives from the relevant workgroups and subject matter experts, conduct a risk assessment and identify relevant additional controls if required; and
 - iii. Powerlink will consult with relevant workgroups and subject matter experts regarding the outcome of any such risk assessment before making any final decision/s to implement the single person task/s; and
 - iv. Powerlink will consult with unions in accordance with consultation requirements in this agreement, prior to the implementation of additional single person tasks during the term of this agreement.

43.6 Communications in the field

- 43.6.1 Powerlink recognises the importance of suitable means of communications for employees who are working in the field.
- 43.6.2 Planning of field jobs will include the evaluation of communications needed before work is commenced, including in emergency situations.
- 43.6.3 Where identified as "required" through the Pre Work Risk Assessment, employees will be provided with appropriate communication systems and/or devices

44. Workplace Surveillance

- 44.1 Powerlink installs digital camera technology on its premises for two primary purposes:
 - a) security (e.g. to protect assets from theft & vandalism); and
 - b) to monitor the performance of plant.
- Digital camera technology is not installed for the purpose of staff surveillance, including the monitoring of general work performance.
- Where Powerlink intends to initiate surveillance on an employee outside of the workplace as part of an ongoing investigation, Powerlink will notify the relevant unions of the intent and method of surveillance.
- The parties to this Agreement acknowledge and support the introduction of new and future emerging technologies (For example: Next Generation Network Operations and Field Delivery Optimisation) that will enable Powerlink to optimise the delivery of work. The parties further acknowledge the need to balance employee concerns associated with any new and emerging technologies with the value that can be derived by Powerlink through the full utilisation of such technologies.
- The parties therefore agree that they will work co-operatively and collaboratively to capture the benefits of such technologies for employees and the organisation and any such introduction shall be by the established consultation processes with relevant employees and unions.
- The Field Delivery Optimisation project had commenced early stage planning prior to this agreement. Powerlink will establish a reference group to consult on the changes to work practices and agree on the timing for the implementation of the Field Delivery Optimisation project during the life of the agreement. Parties acknowledge that this project is a key productivity initiative and will not unreasonably delay its implementation to ensure the productivity improvements are realized.
- Any tracking or surveillance of employees which results from the implementation of new and emerging technologies shall be in accordance with the Memorandum of Understanding (MOU) between the parties, as at the date of the approval of this agreement or as amended in accordance with the MOU.

44.8 Employees can authorise their nominated representative to access information in relation to this clause on his or her behalf.

45. Superannuation

45.1 General provisions

- 45.1.1 In accordance with the provisions of the relevant superannuation legislation, employees covered by this Agreement will have their superannuation contributions paid into the Energy Super Superannuation Fund.
- 45.1.2 Energy Super will be the default fund for superannuation purposes.

45.2 Spousal superannuation contributions

Employees may contribute to post tax payroll deductions to Energy Super for spousal superannuation.

45.3 Defined Benefit members

- 45.3.1 The Final Average Salary (FAS) for Energy Super Superannuation Scheme members will be the average of the employee's salary over their final year of service.
- 45.3.2 Employees who are members of the Defined Benefit section of the Energy Super Superannuation Trust Deed will not, without the employee's express and written agreement, be transferred to the Defined Contribution section of the Energy Super Superannuation Trust Deed.
- 45.3.3 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 employees who are members of that section of the fund.

45.4 Defined Contribution members

- 45.4.1 For Energy Super and Q Super members Powerlink will, at no cost to the employee, 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.
- 45.4.2 For Energy Super and Q Super members Powerlink will contribute no less than 10% of the employee's base salary or annualised salary level where the employee elects to contribute 5%.
- 45.4.3 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.

45.5 Superannuation waiting period

Following application by a member to Energy Super for income protection insurance Powerlink will provide benefits 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.

45.6 Part time employees

Powerlink will, as a minimum, contribute the appropriate percentage, as determined by the superannuation guarantee levy, of the amount obtained by multiplying the part time employee's ordinary hourly rate of pay by the number of hours that the employee is ordinarily rostered to work in the pay period.

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45.7 Casual employees

Powerlink will, as a minimum, contribute the appropriate percentage, as determined by the superannuation guarantee levy, of the amount obtained by multiplying the casual employee's ordinary rate of pay by the number of hours actually worked up to but not exceeding 36.25 hours in any week.

45.8 Other conditions

- 45.8.1 With the exception of serious misconduct or other grounds that would justify instant dismissal, Powerlink will not terminate an employee who is in receipt of income protection payments from Energy Super.
- 45.8.2 Salary for the purpose of Superannuation will not be less than the salary an employee is entitled to pursuant to this Agreement.

PART 6 - TIME AWAY FROM WORK

46. Annual Leave

46.1 Amount of leave

46.1.1 Day workers

Each full time employee will be entitled to 4 weeks paid annual leave in accordance with the <u>Fair Work Act 2009 (Cth)</u>, as amended or replaced from time to time. Part time Employees will accrue annual leave on a pro-rata basis.

Annual leave shall accrue progressively during a year of service, and accumulates from year to year.

46.1.2 Shift workers

In accordance with section 87(1)(b) of the <u>Fair Work Act 2009 (Cth)</u>, employees who work a continuous 24 hour / 7 day shift roster will be entitled to an additional 1 week accrued annual leave per annum.

46.2 Public Holidays

All leave will be exclusive of Public Holidays.

46.3 Taking annual leave

- 46.3.1 Annual Leave should be taken as soon as possible following its accrual at the mutual convenience of the employee, their workgroup, and Powerlink.
- 46.3.2 Annual Leave will be taken after reasonable notice has been given:
 - a) By the employee; or
 - b) By Powerlink in the circumstance where the employee has an accrued balance of leave in excess of two years leave entitlement.
- 46.3.3 Powerlink believes that employees' taking their annual leave is important for health, well being and personal life. For this reason Powerlink does not allow any employee to receive a payment in lieu of annual leave.

46.4 Payment rates

Payment of leave for any employee who is receiving a rate in excess of their base rate immediately prior to going on leave, will be paid at the higher rate.

In every other case, payment of leave will be at the employee's ordinary rate that they were receiving immediately prior to annual leave.

46.5 Cashing out of Annual Leave due to COVID-19

The parties acknowledge that due to the unique circumstances surrounding the COVID-19 pandemic that an employee may seek to apply to cash out a particular amount of their accrued paid annual leave entitlement.

The cashing out of annual leave will apply, subject to the following:

- a) An employee may apply to cash out part of their accrued paid annual leave entitlement from the date of operation of this Agreement up to 31 March 2021 only;
- b) The cashing out of annual leave must not occur unless agreed to in writing by Powerlink and the employee. If the employee is under 18 years of age, the agreement must be signed by the employee's parent or guardian;
- c) The agreement must not result in the employee's remaining accrued entitlement to paid

- annual leave being less than 4 weeks;
- d) Powerlink must keep a copy of any agreement as an employee record;
- e) The agreement must state the amount of annual leave to be cashed out, the payment to be made to the employee for the leave, and the date on which the payment is to be made;
- f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made; and
- g) Under Section 344 of the Fair Work Act 2009 (Cth), Powerlink must not exert undue influence or undue pressure on any employee to make, or not make, an agreement to cash out annual leave.

47. Personal/Carer's Leave

47.1 Amount of leave

- 47.1.1 Personal / carer's leave is accumulated at the rate of 7.25 hours for each completed month of employment and is cumulative.
- 47.1.2 Employees will be entitled to, and provided with, a minimum of 10 days personal leave per annum (87 hours), based on their ordinary hours of work
- 47.1.3 Employees may use any of their entitlement and be paid for personal / carer leave for personal illness or injury and to care for family members who are ill or injured.
- 47.1.4 If the absence is to exceed two consecutive rostered attendances, evidence to the satisfaction of Powerlink is to be produced stating the nature of the employee's or family member's illness/injury and the period of absence required.
- 47.1.5 Where an employee has exhausted their personal leave entitlements, they may, with the consent of Powerlink, access annual leave, TOIL and/or flexible working arrangements.
- 47.1.6 Unless Powerlink and the employee agree, no employee will be entitled to receive, and Powerlink will not make payment for more than 1,885 hours' absences from work through illness in any one year.

47.2 Illness while on annual leave

Employees 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), about the nature and approximate duration of the illness, convert that proportion of their annual leave to their personal leave entitlement, where the claim is for a minimum of three consecutive working days incapacity.

47.3 Illness while on LSL / phased retirement arrangements

An employee using long service leave to maintain full-time status when working part-time, as part of an approved phased retirement plan, may debit personal leave and re-credit long service leave for a particular week, provided the illness or injury extends for that full week as certified by a medical practitioner, and otherwise complies with the provisions outlined in Regulation 197 of the <u>Electricity</u> Regulation 2006 (Qld).

47.4 When to notify your absence

Employees should promptly notify their immediate supervisor of the nature of their illness/injury and the approximate duration of their absence.

47.5 Concessional personal leave

In addition to current Agreement entitlements, a concessional personal leave entitlement of thirteen weeks will be credited to employees who have completed twenty-six years of service in a Queensland government owned electricity entity.

47.6 Accumulated personal leave

- 47.6.1 An employee accumulates personal leave entitlements whilst absent from work on paid leave granted by Powerlink.
- 47.6.2 An employee's accumulated personal leave entitlements are preserved when:
 - a) the employee is absent from work on unpaid leave that Powerlink has granted;
 - b) Powerlink or the employee terminates the employee's employment and the employee is reemployed within three months; or
 - c) the employee's employment is terminated because of illness or injury and the employee is reemployed by Powerlink without having been employed in the interim.

47.7 Workers' Compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of personal leave.

47.8 Personal/Carer's Leave Donation Register

- 47.8.1 An employee 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.
- 47.8.2 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.
- 47.8.3 Employees may donate a proportion of their personal/carer's leave subject to the following conditions:
 - a) The donation is voluntary;
 - b) The employee is a current employee of Powerlink and employed in a position that accumulates personal/carer's leave;
 - c) The employee has been employed by Powerlink for a minimum of two (2) years continuous service:
 - d) The employee 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 employee must follow any other steps as outlined in Powerlink procedure.
- 47.8.4 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.
- 47.8.5 The Register is not intended to be used and will not be made accessible for incidental, regular and/or short term medical conditions.

48. Parental Leave

- 48.1 Eligible employees are entitled to parental leave in accordance with the <u>Fair Work Act 2009 (Cth)</u>, as amended or replaced from time to time.
- 48.2 The intention of providing payments during Parental Leave is two-fold:
 - To provide financial assistance to employees on the birth, or adoption of a child; and
 - b) To recognise the valuable contribution of employees by making the transition back to work easier.
- 48.3 To further assist, additional support is available through:
 - The Powerlink Employee Assistance Program (e.g. A confidential counselling service available to staff and their family in times of need); and
 - b) The ability to work part time where agreed, in accordance with <u>Clause 27.4</u> of this Agreement.
- Parental leave is the term used in this agreement to cover maternity, adoption and paternity leave. "Parental" leave will be used interchangeably with the terms "maternity", "adoption" and "paternity" leave throughout this clause.

48.5 Definitions

Adoption Leave – is paid and unpaid leave available to an employee in relation to the placement of an adopted child with the employee.

Child for the purposes of Adoption Leave – means a child under the age of sixteen years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee, or of the spouse of the employee.

Child for the purposes of Maternity and Paternity Leave – means a child of the employee, or their spouse, under the age of two years.

Long term casual employees - means casual employees who are engaged, by Powerlink on a regular and systematic basis of at least one year immediately before the employee seeks to access an entitlement.

Maternity leave – is paid and unpaid leave available to a pregnant employee in relation to the birth of a child.

Paternity leave – is paid and unpaid leave available to the spouse of an employee eligible to take maternity or adoption leave.

Primary care-giver - means a person who assumes the principal role of providing care and attention to a child.

Relative adoption - occurs when a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of full blood or half blood or by marriage).

48.6 Parental Leave eligibility

Paid parental leave and parental part-time conditions (where agreed), are available to full-time and part-time employees who have at least twelve months continuous service with Powerlink immediately prior to commencing parental leave (excluding employees engaged on casual or seasonal work arrangements).

Unpaid parental leave will be available to long term casual employees who are engaged by Powerlink on a regular and systematic basis of at least one year, and have a reasonable expectation of continuing employment with Powerlink on a regular and systematic basis immediately before the employee seeks to access an entitlement.

48.7 Parental Leave entitlement

- 48.7.1 Parental leave is available to eligible employees, associated with the birth or adoption of a child. Parental leave of 52 weeks is available to employees who are to become the primary care-giver of a child and can be taken in one or two blocks, not exceeding 52 weeks in total. A further period of 52 weeks parental leave may be available subject to management approval. Any keeping in touch days worked will not be treated as breaking the continuity of the parental leave period in accordance with the Fair Work Act 2009 (Cth).
- 48.7.2 The availability of parental leave in excess of 52 weeks is subject to management approval and may require the employee's agreement to transfer to an alternative position, comparable in classification and pay to their current position to facilitate the arrangement.
- 48.7.3 The following periods of paid parental leave are available to eligible employees:

Maternity Leave	An unbroken period of up to 14 weeks paid maternity leave (available at half pay on application)
Adoption Leave	An unbroken period of up to 14 weeks paid adoption leave (available at half pay on application)
Paternity Leave (Primary care giver)	An unbroken period of up to 8 weeks paid paternity leave, to be taken within the eight weeks immediately following the birth of the child, or the day of placement of the child, upon production of a medical certificate or a statutory declaration (where requested) stating that the employee is required to be the primary caregiver (available at half pay on application)
Paternity Leave (Non-primary care giver)	An unbroken period of 1 week paid paternity leave immediately following the birth of the child, or the day of placement of the child, and is to be taken within one month of the birth or placement of the child.

- 48.7.4 The above payments will be administered through fortnightly payments based on the employee's ordinary rate of pay. Such payments will occur after the birth or placement of the child upon the employee providing written notification of the birth from the employee's doctor/midwife or hospital where the birth took place, or in the case of adoption, a statement from an adoption agency or other appropriate body, confirming the placement of the child with the employee for adoption purposes.
- 48.7.5 The entitlement to up to a total of 104 weeks parental leave will be reduced by any periods of parental leave taken by the employee's spouse as the primary care-giver.
- 48.7.6 Where both carer's work for Powerlink, the maximum total paid parental leave of any kind that can be taken by them is 15 weeks.

48.8 Notice periods

- 48.8.1 The following notice period apply for Parental leave:
 - a) Parental leave to become the primary care-giver of the child at least ten weeks prior to the proposed commencement of leave.
 - b) **Paternity leave** at least fourteen days' notice of employee's intention to take such leave (prior to the proposed date of leave/anticipated date of birth).
 - c) **Maternity leave** at least ten weeks prior to the anticipated date of birth with confirmation of leave dates required at least four weeks prior to commencement of the leave.
 - d) **Adoption leave** at least ten weeks prior to the anticipated date of placement with confirmation of leave dates required at least four weeks prior to commencement of the leave.
- 48.8.2 Upon receiving notice of approval for adoption purposes, an employee will notify Powerlink of such approval and within two months of such approval will further notify Powerlink of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee will notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- 48.8.3 An employee who commences employment with Powerlink after the date of approval for adoption purposes will notify Powerlink upon commencing employment and of the period or periods of adoption leave which the employee proposes to take.

48.9 Certification required

- 48.9.1 The following certification is required in relation to applications for Parental Leave:
 - A certificate from a registered medical practitioner stating that the employee (or their spouse) is pregnant and the expected date of confinement. Where appropriate the spouse should be named; or
 - b) Written notification of the birth from the employee's doctor/midwife or hospital where the birth took place, or other evidence to the satisfaction of Powerlink; **or**
 - c) A Statement from an adoption agency or other appropriate body advising the presumed date of placement of the child with the employee for adoption purposes: **or**
 - d) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order; **and**
 - e) A statutory declaration where requested by Powerlink stating:
 - The period of parental leave requested to become the primary care-giver of a child; and
 - II. Particulars of any period of parental leave sought or taken by the employee's spouse.

49. Maternity Leave

- 49.1 An employee who becomes pregnant will be entitled to periods of maternity leave, the total of which will not exceed 104 weeks, in the following circumstances:
 - i) An unbroken period of up to fourteen weeks paid leave* at the time of the birth of the child.
 - ii) A further unbroken period of up to 38 weeks unpaid leave in order to be the primary care-giver of the child.
 - iii) A further period of up to 52 weeks unpaid leave may be available upon application and approval in order to be the primary care-giver of the child.
 - * An employee may elect to receive their fourteen weeks paid maternity leave entitlement spread over 28 weeks at the rate of half of their ordinary rate of pay.
- Where an employee continues to work within the six weeks period immediately prior to the expected date of birth Powerlink may require the employee to provide a medical certificate stating that she is fit to work in her normal duties or able to transfer to a safe job.

With the exception of paternity leave taken in accordance with clause 51.1(a), the entitlement of up to 104 weeks maternity leave will be reduced by the total of any periods of parental leave taken by the employee's spouse as the primary care giver.

49.4 Special Maternity Leave and Personal/Carer's Leave

- 49.4.1 Where the pregnancy of an employee not on maternity leave terminates within 28 weeks of the expected date of birth other than by the birth of a living child, she will be entitled to unpaid leave (to be known as unpaid special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or for illness other than the normal consequences of confinement she will be entitled, either in lieu of or in addition to special maternity leave, to such paid personal/carer's leave as to which she is entitled and which a registered medical practitioner certifies as necessary before her return to work.
- 49.4.2 Where a registered medical practitioner certifies that the termination occurs after 20 weeks of pregnancy, or the child dies during the period of paid maternity leave, she will continue to be eligible to 14 weeks paid leave (paid special maternity leave). The employee may elect to return to the workplace prior to the conclusion of the 14 weeks paid special maternity leave period in which case such payment will cease and normal wages recommence.
- 49.4.3 Where an employee not on maternity leave suffers illness related to her pregnancy, she may take paid personal/carer's leave as she is entitled and further unpaid leave (to be known as unpaid special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the total of paid personal/carer's leave, special maternity leave and maternity leave does not exceed 104 weeks.

50. Adoption Leave

- An employee will be entitled to periods of adoption leave, the total of which will not exceed 104 weeks, in the following circumstances:
 - a) An unbroken period of up to fourteen weeks paid leave* at the time of placement of the child.
 - A further unbroken period of up to 38 weeks unpaid leave in order to be the primary care-giver of the child.
 - c) A further period of up to 52 weeks unpaid leave may be available upon application and approval in order to be the primary care-giver of the child.
 - * An employee may elect to receive their fourteen weeks paid adoption leave entitlement spread over 28 weeks at the rate of half of their ordinary rate of pay.
- With the exception of paternity leave taken in accordance with clause 51.1(a), the entitlement of up to 104 weeks adoption leave will be reduced by the total of any periods of parental leave taken by the employee's spouse as the primary care giver.

50.3 Special Adoption Leave

Powerlink will grant any employee who is seeking to adopt a child, unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary.

51. Paternity Leave

- An employee whose spouse becomes pregnant or whose spouse becomes the primary care giver of an adopted child, will be entitled to periods of paternity leave, the total of which will not exceed 104 weeks, in the following circumstances:
 - a) Where the employee is not the primary care-giver of the child, the employee is entitled to an unbroken period of up to one week paid leave immediately following the birth of the child, or the day of placement of the child, and is to be taken within one month of the birth of the child or placement of the child, and upon request a further seven weeks unpaid leave immediately following the one week paid leave.
 - b) Where the employee is the primary care-giver of the child immediately following the birth of the child, or the day of placement of the child, an unbroken period of up to eight weeks paid leave* immediately following the birth of the child or the day of placement of the child, to be the primary care-giver of the child.
 - c) In addition to, and immediately following leave taken under (a) or (b), a further unbroken period of up to 44 weeks unpaid leave to be the primary care-giver of a child.
 - d) A further unbroken period of up to 52 weeks unpaid leave may be available upon application and approval in order to be the primary care-giver of the child.
 - * The employee may elect to receive the eight weeks paid leave entitlement spread over 16 weeks at the rate of half of their ordinary rate of pay.
- 51.2 With the exception of paternity leave taken in accordance with clause 51.1(a), the entitlement of up to 104 weeks paternity leave will be reduced by the total of any periods of leave taken by the employee's spouse as the primary care giver.

52. General Parental Leave Provisions

52.1 Variation of period of Parental Leave

- 52.1.1 Provided the maximum period of parental leave does not exceed the period to which the employee is entitled the period of parental leave may be lengthened once by the employee giving not less than fourteen days' notice in writing stating the period by which the leave is to be lengthened.
- 52.1.2 The period may be further lengthened by agreement between Powerlink and the employee.
- 52.1.3 The period of parental leave may, with the consent of Powerlink, be shortened by the employee giving not less than fourteen days' notice in writing stating the period by which the leave is to be shortened.
- 52.1.4 Notwithstanding clause 48.7.3, an employee and Powerlink may agree that the employee suspend the period of parental leave by returning to work for Powerlink, whether on a full time, part-time or casual basis.

52.2 Cancellation of Parental Leave

- 52.2.1 Subject to clause 49.4, Parental Leave applied for but not commenced, will be cancelled when the pregnancy of an employee, or their spouse in the case of paternity leave, terminates other than by the birth of a living child, or where the placement of a child for adoption does not proceed.
- 52.2.2 In the case of cancellation of parental leave outlined above, the employee will resume work at a time nominated by Powerlink which will not exceed two weeks from the date of notice provided in writing by the employee.

52.3 Parental Leave and other leave entitlements

- 52.3.1 Provided the total sum of any leave, including leave taken under Parental Leave, does not exceed the period to which the employee is entitled, an employee may, in lieu of or in conjunction with parental leave, take any annual leave or long service leave or any part thereof to which they are entitled.
- 52.3.2 Employees taking parental leave as the primary care giver may elect to take double the amount of entitled annual leave and/or long service leave, paid at half the employee's ordinary rate of pay.
- 52.3.3 This entitlement will not extend beyond the first 52 weeks of approved parental leave.
- 52.3.4 Paid personal/carer's leave or other paid authorised absences (excluding annual leave or long service leave), will not be available to an employee during their absence on Parental Leave.

52.4 Effect of Parental Leave on employment

- 52.4.1 Absence in relation to Parental Leave will be taken into account in calculating entitlement to annual leave to a maximum of three months.
- 52.4.2 Absence on parental leave will not break the continuity of service of an employee, but will not be taken into account in calculating the period of service for any other purpose.

52.5 Communication during Parental Leave

- 52.5.1 In the event of significant change at the workplace potentially affecting an employee on parental leave, Powerlink will provide information on the potential effect on the employee's position and commits to consult with the employee regarding the proposed changes. The employee will be provided with an opportunity to discuss any significant effect the change will have on the employee's position.
- 52.5.2 An employee who is absent on parental leave must also take reasonable steps to advise Powerlink of any change to their contact details or change in relation to the length of parental leave and/or proposed date for return to work.

52.6 Termination of employment

- 52.6.1 An employee on parental leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.
- 52.6.2 Powerlink will not terminate the employment of an employee on the grounds of her pregnancy or absence on parental leave, but otherwise the rights of Powerlink in relation to termination of employment will not be affected.

52.7 Return to work after Parental Leave

- 52.7.1 Where the employee is the primary care giver they will confirm their intention to return to work by notice in writing to Powerlink not less than four weeks prior to the expiration of their period of parental leave.
- 52.7.2 Where an employee elects to return to work from a period of maternity leave within six weeks after the birth of the child, the employee will provide to Powerlink a medical certificate stating that she is fit to return to work.
- 52.7.3 An employee returning to work after the completion of a period of parental leave will be entitled to the position which they held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job, to the position held immediately before such transfer. Where such position no longer exists, or the employee had agreed to transfer to an alternative position, they will be entitled to a position comparable in classification and pay to that of their former position.

52.7.4 If a long term casual employee's hours were reduced because of pregnancy and before starting maternity leave, the employee's hours will be restored to the hours equivalent to those worked immediately before the hours were reduced.

52.8 Replacement employee

A replacement employee is an employee specifically engaged as a result of an employee proceeding on parental leave. Before Powerlink engages a replacement employee the replacement employee will be advised that it is a temporary position and of the rights of the employee proceeding on parental leave. Nothing in this clause will be construed as Powerlink being required to engage a replacement employee.

53. Part-Time Work for Parental Leave

- With the agreement of Powerlink, and in accordance with section 65 of the Fair Work Act 2009 (Cth), an employee may request to work part-time in one or more periods at any time from the date of the birth of the child, or the day of placement of the child where the employee has responsibility for the care of the child who is of school age, or younger.
- Wherever possible an employee will give as much notice as possible (i.e greater than 4 weeks) of such a request to enable Powerlink to investigate and respond in a timely manner. Part-time work may require the employee's agreement to transfer to an alternative position to facilitate the arrangement. In such circumstances the employee will be entitled to a position comparable in classification and pay to that of their former position (pre parental leave) upon their return to full time work.
- An employee may work part-time in one or more periods while she is pregnant, where part-time employment is necessary or desirable because of the pregnancy.

53.4 Return to former position

- An employee who has had at least twelve months' continuous service with Powerlink immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position unless the employee had previously agreed to transfer to an alternative position to facilitate extended part-time arrangements.
- 53.4.2 Nothing in this clause will prevent Powerlink from permitting the employee to return to their former position after a second or subsequent period of part-time employment.

53.5 Nature of part-time work

The work to be performed part-time need not be the work performed by the employee in their former position but will be work otherwise performed under this Agreement relevant to that employment.

54. Long Service Leave

54.1 Employees are entitled to long service leave in accordance with the Electricity Regulation 2006 (Qld).

54.2 Amount of leave

An employee is entitled to long service leave if:

- a) the employee has at least ten years continuous service; or
- b) the person dies or resigns on or after the age of 55 and has at least five years continuous service ending when the person died or resigned; or
- c) the employee resigns because of ill health before reaching 55.

54.3 Calculation of Long Service Leave

Long service leave is calculated at the rate of 1.3 weeks for each year of the employee's continuous service.

54.4 Minimum Period

- 54.4.1 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.
- 54.4.2 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.

54.5 Public Holidays

Long service leave will be exclusive of public holidays.

54.6 Other accruals

In addition to long service leave provisions of the <u>Electricity Regulation 2006 (Qld)</u>, an employee is entitled to:

- a) take pro-rata long service leave after 7 years continuous service; and
- a proportionate payment for long service leave on termination after at least 7 years of continuous service, provided that:
 - I. the employee's service is terminated because of the employee's death; or
 - II. the employee terminates their service because of:
 - the employee's illness or incapacity; or
 - · a domestic or other pressing necessity; or
 - III. the termination is because Powerlink:
 - dismisses the employee for a reason other than serious misconduct.

55. Public Holidays

- The days on which the following holidays are gazetted will be days off work without loss of pay where work would normally be performed on these days:
 - New Year's Day
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Sunday
 - Easter Monday
 - Anzac Day
 - Labour Day
 - Queen's Birthday
 - Christmas Day
 - Boxing Day

and any other day which is proclaimed as a Public Holiday (e.g. Show Day) throughout the state of Queensland, or the state in which the employee is working. Each employee is only entitled to one Show Day each year.

Where Christmas Day falls on a Saturday or Sunday, all work performed within the ordinary spread of hours on that day will be paid for at the rate of double time and a half with a minimum of 4 hours. All time worked outside the ordinary working hours specified in the Agreement, prescribed by a roster, or usually worked on such Saturday or Sunday, will be paid at double the rate prescribed by the Agreement.

55.3 Stand down

Any employee who has been dismissed or stood down by Powerlink during the month of December in any year, and is re-employed by Powerlink at any time before the end of the month of January in the following year will, if that employee was employed for a continuous period of two weeks or longer immediately prior to being dismissed or stood down, be entitled to be paid for any public holiday

occurring in the intervening period.

55.4 Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday are entitled to public holidays as follows:

- A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- b) A part-time employee is entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- d) Nothing in this clause confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

55.5 What is the payment for working on a public holiday?

- 55.5.1 All work done by any employee on the public holidays prescribed by this Agreement will be paid for at the rate of double time and a half with a minimum of 4 hours.
- For the purposes of public holidays where the rate of salary is a weekly rate, "double time and a-half" will mean one and one-half day's salary in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

55.6 Emergency work on public holidays

- 55.6.1 Employees, who are not scheduled on a call out roster and are called in to carry out unplanned / emergency work on a public holiday, will accrue RDOB on a time for time basis with a minimum of 4 hours and a maximum of 8 hours and 3 minutes accrued in any one day.
- 55.6.2 This is in addition to any applicable overtime penalty payment that may otherwise be made.

55.7 Substituting public holidays by agreement

- 55.7.1 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.
- Where Powerlink proposes to substitute another day for a day that would otherwise be a public holiday the process shall be as follows;
 - i. Powerlink will consult with employees and the relevant union/s on the proposed public holiday to be substituted, and
 - ii. Such consultation shall occur at least 3 months prior to the date of the public holiday that is being proposed to be substituted, and
 - iii. 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.
- 55.7.3 Notwithstanding the above, individual employees may request to substitute a public holiday by mutual agreement with their Manager. This agreement will be recorded in writing.

56. Managing Family Needs (Purchased Leave)

- 56.1 Employees may apply to purchase up to four weeks additional leave per year with salary payments averaged over an agreed period to allow a standard pay rate per fortnight, subject to the following:
 - a) leave is to be taken in blocks of at least one full week up to a maximum of four weeks;
 - each application will apply for up to twelve months and is to be taken within the financial year, that is, the leave must be taken between the first pay period and completed by the last pay period of the financial year;

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- c) the timing of purchased leave is specified at the time of purchase but may be varied by agreement;
- d) arrangements are agreed to on an individual basis each twelve month period;
- e) applications can only be made once every twelve month period; and
- f) purchased leave, once approved, counts as service for all purposes.
- If the Purchased leave is not taken the value of the leave will be refunded at the end of the twelve month period at the rate it was purchased. Exceptions to this may exist in cases of hardship, which will be considered on a case by case basis and paid on approval to terminate the arrangement.
- Powerlink will take account of issues such as operational requirements and other business needs, including maintaining equity in the distribution of approved leave and high demand leave periods when considering requests.
- 56.4 When applying for purchased leave combined annual leave balance and TOIL accrual should in total be four weeks or less.
- 56.5 Employees considering this option should note that purchasing additional leave will result in a reduction in both their gross and superable salaries which will affect both their cash pay and their superannuation contributions.

57. Special Leave without Pay (e.g. for Career Break, Study Leave, etc)

- 57.1 Employees may apply to access up to 52 weeks of leave without pay for the purposes of further study, a career break, school holidays or for other exceptional circumstances.
- 57.2 To access special leave without pay, the following conditions apply:
 - a) The approval of special leave without pay is at the sole discretion of Powerlink, after taking into account issues such as operational requirements and other business needs.
 - b) In order to make alternate staffing arrangements, such leave will only be considered for approval where a minimum notice period of eight weeks has been provided prior to the proposed start date. In extenuating circumstances, consideration may be given to reducing this eight week notice period. Reasonable proof of such circumstances may be required.
 - c) Once approved, the first two weeks only will count as service for any purpose.
 - d) Special leave without pay must be taken for the purpose that it was applied for.
 - e) On return from leave without pay, the employee will return to the position previously held before taking the leave or a comparable position.
 - f) The granting of unpaid leave will only be considered when all other appropriate forms of leave are unavailable.

58. Emergency Leave without Pay

An employee may apply for emergency leave without pay in extenuating or urgent circumstances subject to the following:

- a) The approval of emergency leave without pay is at the sole discretion of Powerlink.
- b) Once approved, the first two weeks only will count as service for any purpose.
- c) A maximum of four weeks emergency leave may be granted for any one application.
- d) The granting of emergency leave will only be considered when all other appropriate forms of leave are unavailable.

59. Bereavement Leave / Compassionate Leave

59.1 Compassionate Leave

Employees are entitled to Compassionate Leave in accordance with the Fair Work Act 2009. An employee will be entitled to up to two ordinary days paid leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

59.2 Bereavement Leave

- 59.2.1 An employee will be entitled to up to two ordinary days paid leave on the death of a:
 - wife, husband
 - defacto
 - partner
 - mother, father
 - legal guardian
 - mother-in-law, father-in-law
 - brother, sister
 - child, step-child
 - step-father, step-mother
 - half-brother, half-sister
 - step-brother, step-sister
 - brother-in-law, sister-in-law
 - aunt, uncle
 - niece, nephew
 - son-in-law, daughter-in-law
 - grand parents
 - grand children
 - ex-foster child, ex-foster parent
- 59.2.2 An additional day may be available where extended travel is involved. Additional paid or unpaid leave may be granted at the discretion of Powerlink.
- 59.2.3 An employee will be entitled to an additional two ordinary days paid leave on the death of the employee's spouse, de-facto partner or child.
- 59.2.4 Where an employee is on annual leave and a death of one of the above family members occurs, annual leave will be re-credited in accordance with this clause.
- 59.2.5 An employee, 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 <u>Fair</u> <u>Work Act 2009</u>); or
 - b) one week in any other case where an entitlement to bereavement leave otherwise arises under this clause.
- 59.2.6 Powerlink may also approve leave to attend the funeral of a close friend not covered by the listing above.
- 59.2.7 For the purpose of this clause, in the event of a death an employee is entitled to up to two ordinary days of Compassionate Leave or up to two ordinary days of Bereavement leave but not both.

60. Cultural Diversity Leave

Powerlink acknowledges and respects the diverse backgrounds and experience of our employees, which reflects the diversity of the Australian community within which we work. As part of this acknowledgement, an employee may use their accrued TOIL by mutual agreement with Powerlink for cultural or religious days of significance to the employee, to take part in activities associated with their culture or ethnicity.

61. Domestic Violence Support Leave

Domestic Violence Support Leave is available to support employees experiencing the effects of domestic violence. These arrangements are provided in accordance with Powerlink's procedure. Any change to Domestic Violence Support Leave will occur through a process of consultation.

62. Jury Service

- An employee, other than a casual employee, required to attend for jury service during their ordinary working hours will be reimbursed by Powerlink an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to Powerlink and Powerlink will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- Employees will notify Powerlink as soon as practicable of the date they are required to attend for jury service and will provide Powerlink with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 62.4 If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- Ordinary pay means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment.
- Ordinary pay excludes overtime, penalty rates of all types including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like.

PART 7 - LEAVING POWERLINK

63. Termination of Employment

63.1 What period of notice does Powerlink give?

63.1.1 Powerlink will give an employee (except a casual employee) the following periods of notice or payment in lieu:

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
Between three and five	Three Weeks
More than five	Four Weeks

- 63.1.2 Provided that the notice will be continued from week to week and that it will not be counted as annual leave.
- 63.1.3 In addition, the period of notice above is increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service with Powerlink.
- 63.1.4 Payment in lieu of notice will be made if the appropriate notice is not given.
- 63.1.5 Employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 63.1.6 Compensation must at least equal to the total of the amount Powerlink would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period.
- 63.1.7 The total must be calculated on the basis of:
 - the ordinary time rate of pay for the employee; and
 - the amounts payable to the employee for the hours, including (for example) allowances, loadings and penalties; and
 - any other amounts payable under the employee's contract of employment.
- 63.1.8 This will not affect Powerlink's right to dismiss an employee without notice for misconduct or other grounds that justify instant dismissal and, in such cases, salary will be paid up to the time of dismissal only.
- 63.1.9 The period of notice in this clause will not apply in the case of casual employees or employees engaged for a fixed term or a specified task or tasks.

63.2 What period of notice does an employee give?

- 63.2.1 Unless a shorter notice period is mutually agreed an employee will give Powerlink two weeks notice of termination of employment (or one week where the employee is in his/her first year of service). If an employee fails to give notice, Powerlink will have the right to withhold equivalent wages due to the employee.
- During the period of notice of termination given by Powerlink, an employee will be allowed up to one day's time off without loss of pay for each week of notice (up to a maximum of four days) for the purpose of seeking other employment. This time off will be taken at times that are mutually convenient to the employee and Powerlink.

64. Statement of Employment

The employer will, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

65. Redundancy Conditions

The Powerlink Redundancy Conditions are contained within <u>Schedule 1</u> of this Agreement.

PART 8 - STAKEHOLDERS AND THIRD PARTIES

66. Unions and Union Delegates - Rights and Responsibilities

- Powerlink recognises the right of employees to join and maintain financial membership of an organisation of employees (a union).
- As part of its employee induction program, Powerlink will give the relevant union(s) / union delegate(s) time to discuss the benefits of union membership with new employees. For employees who elect to join a union, and if requested by the employee, Powerlink will facilitate payroll deductions of union fees.

66.3 Union Delegates Rights

- 66.3.1 A union delegate will be allowed such reasonable time during working hours, as may be agreed between Powerlink and the union delegate to:
 - a) Discuss with the employees at the workplace at which they are a union delegate, matters relative to working conditions and other matters, with a view to avoiding industrial disputation or giving effect to the problem solving procedure.
 - b) Discuss with union representatives the matters referred to above.
 - c) Discuss with Powerlink, matters raised by employees affecting their employment.
 - d) Schedule and attend a maximum of four paid one hour meetings per workplace per annum at a time to suit operational requirements to discuss matters directly relating to the employment relationship.
- 66.3.2 The union delegate may be allowed reasonable access to facilities needed to perform their function, including noticeboards, telephones, email and printers. Access may be subject to such reasonable conditions as Powerlink may impose.

66.4 Union Delegate Training and Other Related Leave

- 66.4.1 Powerlink will release union delegates to attend relevant training, representative and other related business up to and including five paid working days each per annum. This leave will not be withheld when the employee gives at least one month's notice. Where this notice is not given the granting of such leave will be subject to the convenience of Powerlink and will not unduly effect the operations of Powerlink.
- The scope, content and level of such courses or seminars will be such as to contribute to a better understanding of industrial relations within Powerlink's operations.
- An additional five days of paid leave will be available per annum for each union to utilise for delegates who have dual roles (i.e. delegate committee member and or safety representatives).
- 66.4.4 In granting leave no additional payments will be incurred by Powerlink if such course coincides with the employee's non-working days.
- Approval for unpaid leave, in addition to any paid leave, may also be granted for the purposes of bona fide training in industrial relations within Powerlink's operations.
- 66.4.6 For nominated senior union delegates, Powerlink may, at its discretion, approve unpaid leave for a period up to six months to allow the senior delegate to undertake project work for his/her union.

67. Use of Contactor Arrangements - Core Work Activities

67.1 General

- 67.1.1 Powerlink will require and continue to use contractors when carrying out core work activities (as defined in this Agreement) on Powerlink's network assets.
- 67.1.2 The parties recognise and accept that circumstances arise where the use of contractors is both desirable and/or essential.
- 67.1.3 This clause does not apply to, or require Powerlink to cease the use of contractors from whom services were already in place prior to the commencement of this Agreement.

67.2 Guidelines

- 67.2.1 The use of contractors will continue subject to the following guidelines:
 - a) The work volume is beyond the capacity of the resources or staff of Powerlink; or
 - The type of work or specialisation required is beyond the capacity of the resources or staff of Powerlink; or
 - c) It is in the public interest to undertake such work. Public interest includes issues of cost effectiveness. Subject to commercial in confidence considerations Powerlink will provide all relevant information and cost factors to ensure an accurate cost comparison is utilised for the purposes of this subclause, or
 - d) The security and tenure of employment of additional staff required to meet work peaks cannot be guaranteed.
 - e) Powerlink does not intend to utilise contractors to reduce its commitment to training of permanent employees, or merely to avoid increases in, the permanent workforce (subject to Clause 67.2.1(d)).
 - f) The use of contractors is not to be exercised to avoid training for existing staff or employing new staff to cater for emerging areas of work. "Emerging areas of work" does not include one off works or temporary work peaks.

67.3 Prior Notice of Contractor Use

- 67.3.1 Powerlink will notify relevant unions of its intention to enter into any new Panel Agreement(s) in relation to core work.
- 67.3.2 This notification will include:
 - a) Scope of work;
 - b) The proposed period of the agreement; and
 - c) The list of prequalified, potential tenderers.
- 67.3.3 Further, in relation to core work, Powerlink will notify relevant unions of its intention to enter into any new contracts for works that are out of scope of these Panel Agreement(s).
- 67.3.4 This notification will occur at the preliminary stage of the tender process i.e. prior to going to tender.
- 67.3.5 Every effort will be made to give prior notice when emergency contract work is required.
- 67.3.6 Notification will provide the relevant union with an ability to request appropriate details about the proposed use of such contractors. This information would not be unreasonably withheld.
- 67.3.7 In the event that a relevant union seeks to discuss matters arising from the proposed engagement of a contractor or the proposed awarding of a contract defined under core work definitions, Powerlink will not unreasonably refuse to engage in such discussions.
- 67.3.8 For the purposes of notification referred to in Clause 67.3, Powerlink will establish and operate the Core Works Review Group (CWRG) consisting of Management and relevant ETU representatives.

- 67.3.9 The CWRG will meet on an as required basis to discuss relevant information related to the Powerlink Forward Works Program. This Forward Works Program will provide the basis to discuss resourcing options for the Works Program.
- 67.3.10 The Forward Works Program will be provided in a timely manner to enable genuine consultation regarding resourcing. The Parties recognise that early engagement and consultation enables the resolution of resourcing issues ahead of time so as to not negatively impact on the delivery of the Works Program.

67.4 Contractor Documents and Requirements

- 67.4.1 The terms and conditions of employment for employees of Contractors shall be no less than those contained in the relevant Modern Award or Enterprise Agreement.
- 67.4.2 As far as the law allows, when employees of contractors perform work as defined in the core work provisions of this schedule, they shall be entitled to the rates of pay and allowances which in aggregate shall be no less favourable than those that apply to the same or similar classifications of employees engaged under this Agreement.

67.5 Core Work Definitions

- 67.5.1 Generation activities means work which is directly associated with the operations and maintenance work performed on the following power station plant which is directly associated with the generation of electricity;
 - Boilers
 - Turbo Generators
 - Auxiliary Plant
 - Chemical Plant
 - Coal Plant
- 67.5.2 Transmission activities means work which is directly associated with the operations and maintenance work of substation plant, electronics and communications, control systems, lines and cables and trimming and removal of trees in close proximity to energised conductors.
- 67.5.3 Distribution activities means work which is directly associated with the operation and maintenance of substation plant, overhead mains, underground cabling and jointing, pole inspection and street lighting, customer emergency services (e.g. loss of supply, voltage complaints) and trimming and removal of trees in close proximity to energised conductors.
- 67.5.4 The definition of core work does not apply to work that is ancillary to the contract or work of a specialist nature.

67.6 Contract Compliance and Supervision

- 67.6.1 The Parties to this Agreement are committed to ensuring that work performed by contractors is undertaken in such a way that it does not adversely affect the safety or well-being of Powerlink employees and to this end Powerlink will continue to maintain internal contract management functions to ensure contractors comply with the relevant standards including safety, statutory and contractual requirements.
- Where a relevant union requests a joint safety audit in relation to a concern arising under this Clause, Powerlink will not unreasonably refuse such a request of an audit conducted with the Safety Representative / Delegate nominated by the relevant union/s.

SIGNATORIES

Signed for and on behalf of Powerlink Queensland

Date: 7 September 2020 Date: 7 September 2020

Signed: Witness Signature:

Name in full Witness Name in Joanne Barrett Laura Waters (printed): full (printed):

Manager Employee Senior Employee Position: Relations & Business Witness Position:

Relations Consultant Partners

33 Harold Street Witness Company 33 Harold Street Company Address: Virginia QLD 4014 Address: Virginia QLD 4014

Signed for and on behalf the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia - Electrical Division (ETU)

7920 Date: Date:

Signed: Witness Signature:

Name in full Witness Name in PETER UART (printed): full (printed):

STATE SECRETARY Witness Position: Position: SECRETARY SSISTANT

Witness Union Union Address: ၂ PEEL STREET Address: SOUTH BRISBANE SOUTH BRISBANE 4101

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

Date: ///9/2020	Date:	//	h 1	2	02	
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Signed: (Idam/Collat.

Name in full ADAM KERSLAKE (printed):

Position: DIRECTOR

Union Address: 4/16 Peel St South Brokene

Date:

Witness Name in full (printed):

Witness Position:

Witness Union Address:

11/9/2020 Witness Signature: Them Wholy

THOMAS WHIBLEY

ORGANISER 4/16 PEEL ST

SOUTH BRISBANG Q 4101

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

Date:

Name in full NEIC HENDERS (printed):

9/9/20

SECRETARY

Union Address: 32 PEEL ST SOUTH BRIS

9/9/20

Witness Signature:

Witness Name in full (printed):

Witness Position:

Witness Union Address:

Jacqueline Pedersen

Organ: ser

J2 Peel St South BRISDAGE

SCHEDULE 1 - POWERLINK REDUNDANCY CONDITIONS

The provisions of this schedule, other than those for voluntary redundancy, are only to be accessed once Powerlink has exhausted all of the provisions laid out in Clause 13 of this Agreement.

1. Application and Exclusions

- 1.1 Subject to the following terms and conditions, this schedule will apply to all employees of Powerlink who are employed either on a permanent (full time or part time) or temporary basis.
- 1.2 The provisions of this schedule will not apply to an employee who:
 - a) Is engaged by Powerlink on any other basis than described above
 - b) Is an apprentice or a trainee under a traineeship
 - c) Does not have at least one year's continuous service
 - d) Is employed on a fixed term basis
 - e) Unreasonably refuses an offer of suitable alternate employment within Powerlink
 - f) Terminates employment during the period of notice given under Clause 6 of this Schedule, without Powerlink's prior approval, unless the approval is unreasonably withheld
 - g) Is terminated for neglect of duty or serious misconduct warranting summary dismissal

2. Objectives

- 2.1 The objectives of this Schedule are to:
 - a) Provide sufficient flexibility to effectively address workforce issues arising from the rationalisation of operations and services from time to time within Powerlink, the changing nature of work and/or the rapidly changing environment within which Powerlink operates
 - b) Address these issues in an equitable fashion that supports Powerlink's Corporate Planning Goal of meeting the shareholders' and the public's expectations for long term sustainable returns on their investments in this business
 - c) Maintain employees in employment within Powerlink wherever possible
 - d) Give preference to redeployment and Voluntary Redundancy where appropriate
 - e) Provide financial assistance to employees who accept transfers to other locations within Powerlink
 - f) Pay monetary compensation to employees for whom suitable alternative employment cannot be found and whose employment is to be terminated

3. Definitions

"Redundancy" occurs when Powerlink identifies that the need for work of a particular kind has substantially diminished or ceased.

Changed circumstances or work practices affecting the efficient and economical working of the enterprise will normally highlight where redundancies will occur. Employees will be considered for retrenchment / redeployment on the basis of merit, equity, skills, competencies and length of service where a position is declared redundant. This process will not discriminate on the basis of sex, sexual preference, marital status, pregnancy, family responsibilities, age, race, colour, national origin, impairment, trade union activity, political conviction or on any other ground outlined by all and any relevant legislation.

"Fixed Term Employee" is an employee engaged for a fixed term and/or for a specific purpose as defined in this Agreement.

"Weeks Pay" (Ordinary Rate)

The ordinary rate of pay for the purposes of this Agreement will be the annualised rate where applicable which includes:

- a) Current Agreement rate
- b) Allowances for skills (if applicable)
- c) Locality Allowance (if applicable)

The Ordinary Rate of Pay excludes overtime, shift loadings and week-end penalty rates (if

applicable) except where these are included in an aggregate or annualised salary.]

"Length of Service"

The completed years of service is calculated by determining the period between the employee's industry start date (as recognised by Powerlink) and the employee's termination date.

If an employee is working, or has worked, a period of part-time employment, that employee's length of service will be calculated to recognise the actual hours of part-time employment.

4. Consultation

- 4.1 Where it appears that a position or positions are likely to become redundant, and prior to formal redundancy notices being issued, Powerlink will provide all relevant details to the employee(s), and if requested, their nominated representative at the earliest possible time. These details will include:
 - a) The reasons for the position or positions becoming redundant
 - b) The number, location and other details of the redundant positions
- 4.2 Powerlink will arrange discussions to take place with the employee's nominated representative which will include:
 - The method of identifying positions as redundant, having regard to the efficient and economical working of the enterprise
 - b) Advice and the timing of that advice to the employees
 - c) The appropriateness of using voluntary retrenchment
 - d) Redeployment options

5. Dispute Resolution Process

Disputes arising from this agreement will be dealt with in terms accordance with clause 11 (Disputes Resolution Process)..

6. Period of Notice

- 6.1 Employees and their nominated representatives will receive formal notification of redundancy at least six months prior to the event. Employees will have the option to apply for an Early Separation Incentive Payment (ESIP) which is designed to enable employees to elect to leave the service of Powerlink, thereby waiving their entitlement to six months notice. If the period of notice has expired however, Powerlink will terminate the services of relevant employees where suitable alternative employment has not been found.
- 6.2 Employees who express interest in participating in the ESIP scheme will be required to submit an application within fourteen calendar days upon receipt of Powerlink's formal announcement of redundancies.
- Approval of ESIP is at the discretion of Powerlink. Some applications may have to be refused by Powerlink if acceptance would be detrimental to Powerlink's operations.
- To remain eligible for ESIP, employees must terminate their employment within fourteen calendar days upon receipt of approval of their ESIP Application.
- 6.5 ESIP consists of thirteen weeks incentive payment in addition to all other payments that may comprise a retrenchment package. This incentive payment will be calculated at the ordinary rate of pay.

7. Voluntary Retrenchment

- 7.1 The purpose of this section is to enable eligible employees to apply for Voluntary Retrenchment.
- 7.2 Applications for Voluntary Retrenchment would be called for and accepted, at Powerlink's discretion.
- 7.3 Employees whose offer of voluntary retrenchment is accepted will be entitled to receive all eligible retrenchment benefits upon termination in accordance with this agreement. The call for Voluntary Retrenchments may be made after the need for work of a particular kind has substantially diminished or ceased.

8. Redeployment

- 8.1 Following the consultative steps detailed in Clause 4 of this schedule, all efforts will be made to find suitable alternative employment for employees whose positions are declared redundant. After the processes detailed in Clause 6 of this schedule have occurred, each affected employee will be individually interviewed to determine what options may exist for the management of that employee's future.
- 8.2 Employees who may find their positions redundant during the life of this Agreement will, as a minimum, have their salary maintained, without reduction, for the tenure of their employment with Powerlink. The minimum rate will exclude shift allowances unless applicable to the new position.
- 8.3 Where applicable, payment of redeployment expenses will be in accordance with the Powerlink Relocation Guideline.
- 8.4 Redeployed employees will be eligible for retrenchment benefits if it is found within three months by either themselves or Powerlink that the alternative position is unsatisfactory.

9. Benefits

- 9.1 An employee who is retrenched will be entitled to the following:
 - a) An ex-gratia payment of three weeks per year of service, together with a proportionate amount for an incomplete year of service. The minimum and maximum Retrenchment Payments will be four weeks and 75 weeks respectively
 - b) If an employee is working, or has worked a period of part-time employment, the Retrenchment Payment will be calculated on a pro-rata basis to include the period of part-time employment
 - c) An Early Separation Incentive Payment of thirteen weeks may be paid where applicable
 - d) **Annual Leave**: Payment for annual leave includes an employee's accumulated balance as well as the pro-rata balance. Pro-rata annual leave is paid to the date of termination
 - e) Long Service Leave (LSL): A long service leave payment of 1.3 weeks for each completed year of service will be made. Pro-rata LSL will be paid for an incomplete year of service up to the date of termination. Any LSL already taken will be deducted
 - f) **Days of TOIL**: All balances of accrued TOIL will be paid out. These will be paid at the ordinary rate applicable at the date of termination
 - g) An Income Protection Policy to provide specified insurance cover for loss of earnings due to illness in the twelve months immediately following retrenchment. This policy will be subject to market accessibility and in accordance with the terms outlined in the Income Protection Policy attachment. This policy will be limited to a period of one year

10. General

- 10.1 A Retrenchment Benefit is compensation for loss of job tenure and it is not a resignation benefit.
- 10.2 The relevant local manager may approve leave with pay for affected employees to attend personal employment interviews.
- 10.3 Each affected employee will be provided with a statement showing the calculation of an estimate of their Retrenchment Payment prior to their retrenchment.
- 10.4 Assistance will be given for employees to access relevant support providers which may include financial advisers, employee assistance counsellors, outplacement services or access to agreed training providers, and reasonable expenses associated with these services may be reimbursed by Powerlink.

SCHEDULE 2 - TRANSMISSION AND SUPPLY CLASSIFICATION

1. Classifications

The classification definitions in this Agreement recognise the following three broad streams:

1.1 Administrative stream

- 1.1.1 The Administrative stream shall include employees engaged in clerical and administrative tasks.
- 1.1.2 Definitions contained in this stream recognise that Administrative employees will be engaged in broad Disciplines including Personnel, Industrial Relations, Computing, Administration, Logistics (Materials Supply), Finance, Sales and Marketing.
- 1.1.3 In the Administrative stream, adult employees not employed in formal traineeships will be given the opportunity to train to minimum Salary Level 5.1 on the basis of skills acquired and required to be used which are assessed annually.

1.2 Technical stream

- 1.2.1 The Technical stream incorporates two broad vocational fields; Power workers and Technical employees.
- 1.2.2 The Power worker field shall include but not be restricted to employees primarily engaged in work assisting tradespersons, storework, general labouring and cleaning duties, plant vehicle and/or equipment operation and rigging or scaffolding.
- 1.2.3 The Technical employee field shall include:
 - employees who possess as a minimum qualification, a trades certificate or certificate of competency (as defined in the Electricity Act) and are engaged in the broad trade disciplines as defined;
 - b) employees primarily engaged on, but not restricted to, work in Engineering/Science/Other Technical and Supervisory functions.
- 1.2.4 Power workers Each new employee engaged at Power worker Level 1 will be given the opportunity to train to a minimum skill level of Power worker Level 2 (Salary Level 2.0). An employee will be given the opportunity to complete such training within three years of appointment. Approved Training Plans may be developed to Power worker Level 5.

1.2.5 Technical employees

- a) Each tradesperson in this stream will be given the opportunity to train to a minimum skill level of Technical employee Level 2 (Salary Point 5.1). The tradesperson will be given the opportunity to complete such training within three years of appointment.
- b) Apprentices trained within the Queensland Electricity Supply Industry will be given the opportunity to complete such training within two years of appointment.
- c) Each employee engaged in the Engineering/Science/Other Technical discipline will be given the opportunity to train to a minimum skill level of Technical employee Level 3 (Salary Point 8.0).
- 1.2.6 *Trade disciplines* The definitions recognise that tradespersons will be engaged in the following five broad disciplines:
 - a) Electrical/Electronic: Including the design, assembly, manufacture, installation, modification, testing, fault finding, commissioning, maintenance and service of all electrical and electronic devices, systems equipment and controls, e.g. electric wiring, motors, generators, programmable logic controllers and other electronic controls, instruments, refrigeration, telecommunications, radio and television, communication and information processing equipment, and automotive electrics;

- b) Power Distribution: Including the design, construction, installation, modification, testing, fault-finding, commissioning, maintenance and service of underground and overhead power distribution/transmission systems, equipment and controls;
- c) Mechanical: Including the design, assembly, manufacture, installation modification, testing, fault finding, commissioning, maintenance and service of all mechanical equipment, machinery, fluid power systems, automotive mechanics, instruments, refrigeration and the use of related computer controlled equipment, e.g. computer numeric controlled machine tools;
- d) Fabrication/Vehicle Building: Including fabrication, forging, founding, structural steel erection, electroplating, metal spinning, metal polishing, sheet metal work and the use of related computer controlled equipment. This includes fabrication in all metals, plastic, carbon fibre, composite materials, ceramics and other material;
- e) Building Services: Includes carpentry, plumbing, painting, and other related fields.
- 1.2.7 Tasks which an employee may perform are subject to the employee having the appropriate Trade and Post Trade Training to enable the employee to perform the particular tasks.
- 1.2.8 The Post Trade and Advanced Diploma and Associate Degree referred to in these definitions, are not directly comparable with existing post-trade qualifications and the possession of such qualifications does not itself justify classification of a tradesperson to a particular classification level.
- 1.2.9 Engineering/Science/Other Technical and Supervisory The definitions also recognise two additional broad disciplines within the Technical stream.
 - a) Engineering/Science/Other Technical shall include employees who possess as a minimum qualification, an appropriate Associate Diploma or equivalent and who are:
 - i. responsible for using their Engineering/Science/Other Technical skills and judgement in a range of engineering, scientific, occupational health or engineering surveying functions including design, drafting, graphics, planning, research, quality process, cost estimating, construction, survey, property assessment, laboratory research and testing, manufacture, diagnostics, communications, computers, operation of complex equipment, maintenance, standards, testing, inspection, supervision, budgeting, scheduling, data recording, data analysis, reporting, calculations, project co-ordination, administrative functions, and technical management;
 - ii. responsible for the provision of technical advice and services to domestic, commercial, rural and industrial consumers on effective utilisation of electricity.
 - Supervisory shall include employees primarily involved in supervising, co-ordination and training activities, including employees who are:
 - responsible for the work of other employees and/or provision of on-the-job training and/or technical guidance;
 - ii responsible for the supervision and/or training of other supervisors or trainers;
 - iii responsible for the supervision and/or inspection of work projects and construction.

1.3 Professional/Managerial stream

- 1.3.1 Positions within the Professional/Managerial stream shall require a degree qualification or equivalent, in a relevant field and/or may require registration by a Professional Board.
- 1.3.2 Professional/Managerial employees will be required to provide professional advice, services and support in specialist fields of competence, and/or undertake management or supervision of part of the organisation.
- 1.3.3 Progression will depend upon the acquisition and use of additional skills/competencies. The rate of progression will depend upon the individual acquiring and applying skills/competencies in accordance with relevant Career Path criteria.

1.3.4 Definitions contained in this Stream recognise that Professional/Managerial employees will be engaged in broad disciplines including Legal, Accounting, Architecture, Engineering, Computing, Chemistry, Economics, Metallurgy, Psychology, Science, Surveying, Valuing, Managerial, Marketing and Employee/Industrial Relations.

2. General Definitions

2.1 Training committee

The Training Committee is a committee of joint employee and employer representatives from various entities within the Queensland Electricity Industry.

2.2 Modules

For the purposes of these definitions, a "module" shall mean either:

- a) Forty hours nominal duration of training at TAFE, University or equivalent; or
- b) That amount of structured training (which may comprise either on and/or off the job components) which is recognised as equivalent by the parties.

2.3 Progression rules

Progression within the classification and/or salary structure may occur on one of the following bases:

- a) the acquisition of skills in accordance with an approved training plan;
- b) reclassification on the basis of the demonstration of skills acquired and required to be used;
- c) appointment to a position with a higher Agreement classification.

2.4 Approved training plans

- 2.4.1 An approved training plan shall be available to each employee who is in a classification where further progression is available through skills development. The mutual needs of Powerlink and its employees will be considered in respect of the development of approved training plans in order to provide the skills and competencies to meet work requirements.
- 2.4.2 The plan will identify the training to be completed, the agreed time for undertaking and completing the training and any provisions or arrangements for training time or leave for training purposes.
- 2.4.3 The plan will be developed and agreed by the employee and the employee's supervisor.
- 2.4.4 Approved training plans are to be developed in accordance with guidelines established in the Implementation Guide for Award Restructuring within the Queensland Electricity and Supply Industry.

2.5 Recognition of employee's skills/qualifications

- 2.5.1 An employee may have prior work experience and/or current knowledge recognised as being equivalent to a qualification outlined in the classification structure. Such recognition may occur by the employee requesting assessment through the Competency Recognition Procedure. This procedure forms part of the agreed Implementation Guide.
- 2.5.2 Recognition of an employee's skills may occur on one of the following bases:
 - a) where Competency Standards exist, the assessment will be carried out by testing against the Competency Standards using a formal Recognition of Prior Learning process;
 - b) where Competency Standards do not exist, Recognition of Prior Learning assessment will be carried out by testing against Competency Levels or Learning Outcomes from training programs/ modules, recognised for the Agreement purposes.

2.6 Recognition of other factors

For the purposes of this Agreement, other relevant factors may be deemed to have a monetary value,

in addition to that provided through training.

2.7 Career paths

- 2.7.1 Career paths applicable to definitions in the Administrative, Technical, and the Professional and Managerial streams have already been agreed. The Career Paths are to be used in conjunction with the Agreement Classification definitions to resolve any dispute regarding an employee's classification.
- 2.7.2 Career paths relate to nominated streams as follows:
 - a) Administration
 - b) Technical
 - c) Professional and Managerial

2.8 Employees with Trade or Equivalent Certificate, plus an Associate Degree or Advanced Diploma

An employee who is required to possess a Trade Certificate or equivalent, plus an Associate Degree or Advanced Diploma shall, as a minimum, be classified at Salary Point 7.0.

2.9 Employees without relevant work experience

An employee who is required as a condition of employment to possess a particular level of academic qualification, but who is without relevant work experience, shall as a minimum enter the classification structure at the following Salary Points:

Qualification	Minimum Entry Point
Advanced Diploma	Salary Point 4.0
Associate Degree	Salary Point 5.0
Three Year Degree	Salary Point 6.2
Four Year Degree	Salary Point 8.0

Note: A Paraprofessional, trained within a Paraprofessional Traineeship, shall have a minimum entry Salary Point of 5.2.

2.10 Definition of "or equivalent"

For the purposes of this Agreement the term "or equivalent" means and includes, but is not limited to the following:

 equivalent accredited training, competencies, skills, certification, or experience and such other training or other factors as may be agreed between the parties from time to time.

3. Classification definitions - Administrative stream

3.1 Administrative Stream Classification Structure Outline:

Salary Point	Classification Level	Training Requirements
16.0		
15.0		
14.0	Administrative employee Level 11	Associate Degree or Advanced Diploma + additional training or equivalent
13.0	Administrative employee Level 10	Associate Degree or Advanced Diploma + additional training or equivalent
12.0	Administrative employee Level 9	Associate Degree or Advanced Diploma + additional training or equivalent
11.0	Administrative employee Level 8	Associate Degree or Advanced Diploma or equivalent
10.0	*	22 modules or equivalent
9.0	Administrative employee Level 7	Advanced Certificate or equivalent
8.0	*	12 modules or equivalent
7.0	Administrative employee Level 6	9 modules or equivalent
6.0	*	6 modules or equivalent
5.0	Administrative employee Level 5	3 modules or equivalent
4.0	Administrative employee Level 4	Certificate III or equivalent
3.0	Administrative employee Level 3	Certificate II or equivalent
2.0	Administrative employee Level 2	Certificate I or equivalent
1.0	Administrative employee Level 1 (b)	Undertaking structured training towards a Certificate I
0.0	Administrative employee Level 1(a)	Induction Training

Certificates I, II, and III are internal qualification standards established for each employer.

Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Agreement purposes.

Progression and training beyond these Classification Levels are subject to relevant career path criteria.

3.2 Administrative employee - Level 1(a) (Salary Point 0.0)

- 3.2.1 An Administrative employee Level 1(a) shall mean an employee not elsewhere defined, who is undertaking structured training so as to enable the employee to perform duties associated with clerical functions.
- 3.2.2 Such structured training shall be completed within 3 months of appointment to this level. An employee at this level works under direct supervision, and performs routine duties.
- 3.2.3 Note: An Administrative employee Level 1(a) falls within the National Training Board Australian Standards Framework at Level 1.

3.3 Administrative employee - Level 1(b) (Salary Point 1.0)

- 3.3.1 An Administrative employee Level 1(b) shall mean an employee who is undertaking structured training towards a Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.
- 3.3.2 An employee at this level possesses competencies which enables the employee to:
 - a) perform routine, predictable, repetitive and proceduralised tasks;
 - b) exercise judgement within the level of skill and training;
 - c) work under direct supervision;
 - d) understand basic quality control/assurance procedures; and
 - e) understand and utilise basic literacy and numeracy skills, commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 1(b) falls within the National Training Board Australian Standards Framework at Level 1.

3.4 Administrative employee - Level 2 (Salary Point 2.0)

- 3.4.1 An Administrative employee Level 2 shall mean an employee who has completed a Certificate I, or equivalent so as to enable the employee to perform work within the scope of this level.
- 3.4.2 An employee at this level possesses competencies which enables the employee to:
 - a) provide clerical support within Sections/Departments;
 - b) be responsible for the quality of the employee's own work;
 - c) work under routine supervision either individually or in a team environment;
 - d) exercise judgement within the employee's level of skills and training;
 - e) assist new staff and trainers by providing guidance and advice;
 - f) work in conformity with established rules and/or guidelines; and
 - g) use writing, numeracy and equipment skills, commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 2 falls within the National Training Board Australian Standards Framework at Level 2.

3.5 Administrative employee - Level 3 (Salary Point 3.0)

- 3.5.1 An Administrative employee Level 3 shall mean an employee who has completed a Certificate II, or equivalent so as to enable the employee to perform work within the scope of this level.
- 3.5.2 An employee at this level possesses competencies which enables the employee to:
 - a) fulfil a general support function within the workplace;
 - b) understand relevant organisational structure, procedure and policy and exercise discretion although knowledge required to perform work is usually relative to precedents, guidelines, procedures, regulations and instructions;
 - c) assist in the provision of on-the-job training to a limited degree;
 - d) work under general supervision;
 - e) exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2; and
 - f) be responsible for ensuring the quality of the employee's own work, commensurate with the

employee's training, experience and responsibilities.

Note: An Administrative Employee - Level 3 falls within the National Training Board Australian Standards Framework at Level 2.

3.6 Administrative employee - Level 4 (Salary Point 4.0)

- 3.6.1 An Administrative employee Level 4 shall mean an employee who applies the skills acquired through the successful completion of a trade equivalent Certificate level qualification, Certificate III or equivalent and is able to exercise the skills and knowledge of such certification and experience.
- 3.6.2 An employee at this level possesses competencies which enables the employee to:
 - a) understand and apply quality systems and is able to inspect products and/or materials for conformity with established operational standards;
 - b) exercise good interpersonal communications skills;
 - c) exercise discretion within the scope of this level;
 - d) provide training and guidance as required;
 - e) perform work under general direction, either individually or in a team environment;
 - f) undertake a range of duties requiring judgement, liaison and communication within the organisation and other interested parties; and
 - g) perform planning and co-ordination of tasks as required, commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 4 falls within the National Training Board Australian Standards Framework at Level 3.

3.7 Administrative employee - Level 5 (Salary Point 5.0)

- 3.7.1 An Administrative employee Level 5 shall mean an employee who:
 - a) In addition to the requirements of an Administrative employee Level 4 has completed:
 - I. Three appropriate modules or equivalent; or
 - II. an equivalent standard of structured industry specific training; or
 - III. Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Degree or Advanced Diploma but is without relevant work experience).
 - b) An employee at this level possesses competencies which enables the employee to:
 - I. exercise discretion within the scope of this level;
 - II. work under general supervision, either individually or in a team environment;
 - III. understand and implement quality systems;
 - IV. perform supervisory functions within the scope of this level and assist subordinate staff with on- the-job training; and
 - V. exercise initiative in the application of established work procedures, commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee Level 5 falls within the National Training Board Australian Standards Framework at Level 4.

3.8 Administrative employee - Level 6 (Salary Point 7.0)

- 3.8.1 An Administrative employee Level 6 shall mean an employee who:
 - a) In addition to the requirements of Administrative employee Level 4 has completed:
 - I. Nine appropriate modules of training or equivalent; or
 - II. an equivalent standard of structured specific training; or
 - III. Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Degree or Advanced Diploma and has relevant skills and experience appropriate to this level).
 - b) An employee at this level possesses competencies which enables the employee to:
 - I. provide guidance and assistance and undertake supervisory responsibilities

part of the function;

- II. assist in the provision of training, in conjunction with supervisors and trainers;
- III. understand and implement quality systems; work under limited supervision; and
- IV. exercise discretion within the scope of this level, commensurate with the employee's training, experience and responsibilities.

Note: An Administrative employee - Level 6 falls within the National Training Board Australian Standards Framework at Level 4.

3.9 Administrative employee - Level 7 (Salary Point 9.0)

- 3.9.1 An Administrative employee Level 7 shall mean an employee who:
 - a) In addition to the requirements of an Administrative employee Level 4 has completed:
 - I. an Advanced Certificate or equivalent; or
 - II. an equivalent standard of structured specific training; or
 - III. Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Degree or Advanced Diploma and has relevant skills and experience appropriate to this level).
 - b) An employee at this level possesses competencies which enables the employee to:
 - I. undertake work in relation to established priorities and work practices;
 - II. research and prepare papers, reports, and draft complex correspondence;
 - III. undertake activities of a technical/specialist or detailed nature;
 - IV. assist in the preparation of procedural guidelines;
 - V. interpret and analyse information;
 - VI. oversee and co-ordinate the work of subordinate staff;
 - VII. has an overall knowledge and understanding of the operating principle of the systems and equipment on which the employee is required to carry out their tasks; and
 - VIII.assist in the provision of training to employees in conjunction with supervisors/trainers, commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 7 falls within the National Training Board Australian Standards Framework at Level 5

3.10 Administrative employee - Level 8 (Salary Point 11.0)

- 3.10.1 An Administrative employee Level 8 shall mean an employee who:
 - a) In addition to the requirements of Administrative employee Level 4 has completed:
 - I. an Associate Degree or Advanced Diploma or equivalent; or
 - II. an equivalent standard of structured specific training; OR
 - III. Is an employee with an equivalent level of training and/or skills and experience.
 - b) An employee at this level possesses competencies which enables the employee to:
 - I. operate under limited direction in relation to priorities;
 - II. prepare detailed reports and carry out investigations on complex equipment as directed or within the scope of discretion at this level;
 - III. apply advanced knowledge and understanding of the principles of the range of systems and/or equipment on which the employee may be involved;
 - IV. assist in the provision of training to employees in conjunction with supervisors/trainers;
 - V. prepare documentation for policy decision, complex correspondence and the like;
 - VI. set priorities and achieve objectives, monitor work flow and manage staff resources to meet objectives; and
 - VII. perform maintenance planning and predictive maintenance work for systems and equipment, commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 8 falls within the National Training Board Australian Standards Framework at Level 6.

3.11 Administrative employee - Level 9 (Salary Point 12.0)

- 3.11.1 An Administrative employee Level 9 shall mean an employee who:
 - (a) In addition to the requirements of Administrative employee Level 4 has completed:
 - an Associate Degree or Advanced Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
 - II. an equivalent standard of structured specific training.
 - (b) An employee at this level possesses competencies which enables the employee to:
 - I. perform work within broad guidelines and under general direction;
 - II. accept responsibility for technical expertise, planning, administration or co-ordination work:
 - III. have substantial accountability and responsibility for output;
 - IV. assist in the provision of training at the level required;
 - V. initiate investigations and produce technical reports;
 - VI. work independently as a specialist or in a team;
 - VII. provide specialist support in a range of programs/activities;
 - VIII. control and co-ordinate the works program within budgetary constraints;
 - IX. set project priorities, plan and organise own work and that of subordinate staff; and
 - X. undertake a range of functions requiring application and development of knowledge and skills appropriate to departmental and/or enterprise goals, commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 9 falls within the National Training Board Australian Standards Framework at Level 6.

3.12 Administrative employee - Level 10 (Salary Point 13.0)

- 3.12.1 An Administrative employee Level 10 shall mean an employee who:
 - a) In addition to the requirements of Administrative employee Level 4 has completed:
 - an Associate Degree or Advanced Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
 - II. an equivalent standard of structured specific training.
 - b) An employee at this level possesses competencies which enables the employee to:
 - accept a high degree of responsibility for technical expertise, planning, administration or co- ordination of work;
 - II. have significant accountability and responsibility for output;
 - III. undertake high level creative planning, design or management functions;
 - IV. use a high level of theoretical, cognitive and applied knowledge;
 - V. exercise limited managerial responsibility for a work area;
 - VI. work independently as a specialist and/or a senior member of a project team;
 - VII. display a high level of interpersonal skills in the performance of the function; and
 - VIII. develop and implement significant works programs, commensurate with the employee's training, experience and responsibilities.

3.13 Administrative employee - Level 11 (Salary Point 14.0)

- 3.13.1 An Administrative employee Level 11 shall mean an employee who:
 - a) In addition to the requirements of Administrative employee Level 4 has completed:
 - I. an Associate Degree or Advanced Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
 - II. an equivalent standard of structured specific training.
 - b) An employee at this level possesses competencies which enables the employee to:
 - I. be responsible as a technical expert or senior administrator;

- II. provide a high level of creative planning, design and associated managerial functions;
- III. establish and review guidelines and devise new approaches to design, operation, development or investigation;
- IV. be accountable and responsible for output;
- V. display interpersonal skills in the performance of functions at the level required;
- VI. develop and implement significant work programs; and
- VII. exercise initiative in the production and application of Standards and Procedures, commensurate with the employee's training, experience and responsibilities.

Note: Administrative employee - Level 11 falls within the National Training Board Australian Standards Framework at Level 7.

4. Classification Definitions – Technical Stream

4.1 Technical Stream Classification Structure Outline

Salary Point	Classification Level	Training Requirements
16.0		
15.0		
14.0		Technical employee Level 8
13.0		Technical employee Level 7
12.0		Technical employee Level 6
11.0		Technical employee Level 5
10.0		*
9.0		Technical employee Level 4
8.0		*
7.0		Technical employee Level 3
6.0		*
5.0	Power Worker Level 5	Technical employee Level 2
4.0	Power worker Level 4	Technical employee Level 1
3.0	Power worker Level 3	
2.0	Power worker Level 2	
1.0	Power worker Level 1(b)	
0.0	Power worker Level 1(a)	

Certificates I, II and III are internal qualification standards established for each employer.

Progression and training beyond these Classification Levels are subject to relevant career path criteria.

4.2 Power worker - Level 1(a) (Salary Point 0.0)

- 4.2.1 Level 1(a) (Salary Point 0.0) A Power worker Level 1(a) shall mean an employee not elsewhere defined, who is undertaking structured training so as to enable the employee to perform duties associated with a Power worker 1(b).
- 4.2.2 Such structured training shall be completed within three months of appointment to this level.

^{*} Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Agreement purposes.

4.2.3 An employee at this level works under direct supervision, and performs routine duties essentially of a manual nature.

Note: Power worker Level 1(a) falls within the National Training Board Australian Standards framework at Level 1.

4.3 Power worker - Level 1(b) (Salary Point 1.0)

- 4.3.1 Level 1(b) (Salary Point 1.0) A Power worker Level 1(b) shall mean an employee who is undertaking structured training towards a Certificate I or equivalent.
- 4.3.2 An employee at this level possesses competencies which enables the employee to:
 - I. perform routine, predictable, repetitive and proceduralised tasks of a manual nature;
 - II. exercise minimal judgement;
 - III. work under direct supervision;
 - IV. understand basic quality control/assurance procedures; and
 - V. understand and utilise basic literacy and numeracy skills, commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 1(b) falls within the National Training Board Australian Standards Framework at Level 1.

4.4 Power worker - Level 2 (Salary Point 2.0)

- 4.4.1 A Power worker Level 2 shall mean an employee who has completed a Certificate I (8 modules) or equivalent.
- 4.4.2 An employee at this level possesses competencies which enables the employee to:
 - I. perform manual functional support duties within the enterprise;
 - II. be responsible for the quality of the employee's own work;
 - III. work under routine supervision either individually or in a team environment;
 - IV. exercise discretion within the employee's level of skills and training; and
 - V. perform duties as a competent assistant, commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 2 falls within the National Training Board Australian Standards Framework at Level 2

4.5 Power worker - Level 3 (Salary Point 3.0)

- 4.5.1 A Power worker Level 3 shall mean an employee who has completed a Certificate II (16 modules) or equivalent.
- 4.5.2 An employee at this level possesses competencies which enables the employee to:
 - I. perform a specific support function within the enterprise;
 - II. work from complex instructions and procedures;
 - III. assist in the provision of on-the-job training to a limited degree;
 - IV. work under general supervision;
 - V. exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2;
 - VI. be responsible for assuring the quality of the employee's own work; and
 - VII. perform work as a competent assistant, commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 3 falls within the National Training Board Australian Standards Framework at Level 2.

4.6 Power worker - Level 4 (Salary Point 4.0)

4.6.1 A Power worker Level 4 shall mean an employee, not being a tradesperson, who, while still being primarily engaged in a support function, applies the skills acquired through the successful completion of a Certificate level qualification (e.g. Certificate III, 24 modules) or equivalent.

- 4.6.2 An employee at this level possesses competencies which enables the employee to:
 - I. understand and apply quality systems;
 - II. exercise discretion within the scope of this level; and
 - III. perform work under general supervision, either individually or in a team environment, commensurate with the employee's training, experience and responsibilities.

Note: A Power worker Level 4 falls within the National Training Board Australian Standards Framework at Level 3.

4.7 Power worker - Level 5 (Salary Point 5.0)

- 4.7.1 A Power worker Level 5 shall mean an employee who, in addition to the requirements of a Power worker Level 4, has completed an additional three modules or equivalent.
- 4.7.2 An employee at this level works above and beyond a Power worker Level 4, and possess competencies which enables the employee to:
 - I. exercise discretion within the scope of this level;
 - II. work under general supervision, either individually or in a team environment;
 - III. understand and implement quality systems; and
 - IV. iv provide guidance and assistance relevant to their skills, commensurate with the employee's training, experience and responsibilities.

Note: Power worker Level 5 falls within the National Training Board Australian Standards Framework at Level 4

4.8 Technical employee - Level 1 (Salary Point 4.0)

- 4.8.1 A Technical employee Level 1 shall mean an employee who holds an appropriate Trade Certificate, Tradesperson's Rights Certificate or Certificate of Competency, as defined in the Electricity Act, or equivalent, and is able to exercise the skills and knowledge of such certification.
- 4.8.2 An employee at this level possesses competencies which enables the employee to:
 - I. perform trade work which is generally of a routine, non-complex nature;
 - II. understand and implement quality systems;
 - III. perform work under general supervision either individually or in a team environment; and
 - IV. perform work which involves the skills of the employee's trade and work which is incidental and facilitates the completion of the employee's work, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 1 falls within the National Training Board Australian Standards Framework at Level 3.

4.9 Technical employee - Level 2 (Salary Point 5.0)

- 4.9.1 A Technical employee Level 2 shall mean an employee who in addition to the requirements of Technical employee Level 1 has completed:
 - a) three appropriate modules of training or equivalent; or
 - b) an equivalent standard of structured specific training; OR
 - c) Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Degree or Advanced Diploma but is without relevant work experience):
 - I. who is engaged in routine technical duties; or
 - II. whose function is that of Trainer/Supervisor/Co-ordinator, which is at a level higher than that of employee-in-Charge, (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees), and
 - III. who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.
- 4.9.2 An employee at this level is an experienced employee who exercises trade and/or other skills relevant to the specific requirements of the enterprise at a higher level than a Technical employee Level 1 and possesses competencies which enables the employee to:

- a) exercise discretion within the scope of this level:
- b) work under general supervision either individually or in a team environment;
- c) understand and implement quality systems;
- d) provide technical guidance to others in their work team; and
- e) perform incidental and peripheral work, commensurate with the employee's training, experience and responsibilities.

Note: The minimum salary level for an employee whose principal function is that of Trainer/Supervisor/Co-ordinator is Salary Point 6.0.

Technical employee Level 2 falls within the National Training Board Australian Standards Framework at Level 4

4.10 Technical employee - Level 3 (Salary Point 7.0)

- 4.10.1 A Technical employee Level 3 shall mean an employee who:
 - a) In addition to the requirements of Technical employee Level 1 has completed:
 - I. an appropriate Post Trades Certificate (nine modules) or equivalent; or
 - II. an equivalent standard of structured specific training; or
 - III. Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Degree or Advanced Diploma and has relevant skills and experience appropriate to this level):
 - · who performs technical duties; or
 - · exercises cross-skilling in technical fields; or
 - whose principal function is that of Trainer/Supervisor/Co-ordinator (i.e. is responsible
 for the work of other employees engaged at a similar or lower classification level
 and/or the provision of structured on-the-iob training to such employees),and
 - who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.
 - b) An employee at this level possesses competencies which enables the employee to:
 - I. exercise discretion within the scope of this level;
 - II. work under limited supervision either individually or in a team environment;
 - III. understand and implement quality systems;
 - IV. provide technical guidance to others in their work team;
 - V. assist in the provision of on-the-job training to others in their work team; and
 - VI. perform incidental and peripheral work, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 3 falls within the National Training Board Australian Standards Framework at Level 4.

4.11 Technical employee - Level 4 (Salary Point 9.0)

- 4.11.1 A Technical employee Level 4 shall mean an employee who:
 - a) In addition to the requirements of Technical employee Level 1 has completed:
 - I. an appropriate Advanced Certificate (fifteen modules) or equivalent; or
 - II. an equivalent standard of structured specific training; OR
 - III. an employee with an equivalent level of training and/or skills and experience who:
 - performs planning and/or technical duties; or
 - exercises cross-skilling in technical fields; or
 - performs the principal function of a Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),and
 - who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.
 - b) An employee at this level applies technical principles, practices, techniques and human relations skills to activities which include, for example; high level manual skills, fault diagnosis and related tasks in a workshop, laboratory, office, field or operations function and with further information,

supervises such activities. Such an employee possesses competencies which enables the employee to:

- i perform routine technical work on complex equipment as directed;
- ii use an overall knowledge and understanding of the operating principles of the systems and equipment on which to carry out tasks:
- iii prepare technical reports (as required);
- iv exercise broad discretion within the scope of this level;
- v work under limited supervision either individually or in a team environment;
- vi understand and implement quality systems;
- vii provide technical guidance or advice within the scope of this level;
- viii assist in the provision of on-the-job training to others in their work team; and
- ix perform incidental and peripheral work, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 4 falls within the National Training Board Australian Standards Framework at Level 5.

4.12 Technical employee - Level 5 (Salary Point 11.0)

- 4.12.1 A Technical employee Level 5 shall mean an employee who:
 - a) In addition to the requirements of Technical employee Level 1 has completed:
 - I. an appropriate Associate Degree or Advanced Diploma or equivalent; or
 - II. an equivalent standard of structured specific training; OR
 - III. Is an employee with an equivalent level of training and/or skills and experience who:
 - performs planning and/or technical duties; or
 - exercises cross-skilling in technical fields; or
 - performs the principal function of a Trainer/Supervisor/Co-ordinator (i.e. is responsible for the work of other employees engaged at a similar or lower classification level and/or the provision of structured on-the-job training to such employees),and
 - who, subject to statutory licensing requirements, exercises the skills and knowledge of such training.
 - b) Subject to job requirements, an employee at this level applies practical techniques of analysis and technical principles, standards and practices, and human relations, to new and existing technologies in standard design, testing, inspection, plant operation, manufacturing, including fault diagnosis and maintenance, and with further information, supervises and manages such work. Such an employee may possess competencies which enables the employee to:
 - i have an advanced knowledge and understanding of the operating principles of the systems and equipment on which to carry out tasks;
 - ii prepare detailed technical reports as required;
 - iii undertake technical investigations within the scope of this level;
 - iv prepare reports and/or recommendations on the technical suitability of equipment, procedures and test results;
 - v estimate, quote, tender and supervise electrical/ electronic projects;
 - vi exercise independent judgement and initiative within the scope of this level; vii work under limited supervision either individually or in a team environment;
 - vii understand and implement quality systems;
 - ix provide technical guidance or advice within the scope of this level;
 - x assist in the provision of on-the-job training to others in their work team; and
 - xi perform incidental and peripheral work, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 5 falls within the National Training Board Australian Standards Framework at Level 6.

4.13 Technical employee - Level 6 (Salary Point 12.0)

4.13.1 A Technical employee Level 6 shall mean an employee who:

- a) In addition to the requirements of Technical employee Level 1 has completed:
 - i an appropriate Associate Degree or Advanced Diploma or equivalent; and further, has completed additional training as specified in the appropriate Career Path; or
 - ii an equivalent standard of structured industry specific training.
- b) An employee at this level possesses competencies which enables the employee to:
 - i perform work within broad guidelines;
 - ii accept responsibility for technical expertise, planning, supervising or co-ordinating works;
 - iii be accountable and responsible for output;
 - iv initiate investigations and produce resultant technical reports:
 - v work independently as a specialist or in a team;
 - vi provide specialist support in a range of programs/activities:
 - vii control and co-ordinate the works program within budgetary constraints;
 - viii exercise a degree of autonomy, within budgetary constraints, in establishing works programs; and
 - ix perform duties as a Principal Trainer/Supervisor/Co-ordinator: i.e. responsible for the supervision and/or training of Technical Employees at lower classification levels, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 6 falls within the National Training Board Australian Standards Framework at Level 6.

4.14 Technical employee - Level 7 (Salary Point 13.0)

- 4.14.1 A Technical employee Level 7 shall mean an employee who:
 - a) In addition to the requirements of Technical employee Level 1 has completed:
 - i an appropriate Associate Degree or Advanced Diploma or equivalent; and further, has completed additional training as appropriate Career Path; or
 - ii an equivalent standard of structured specific training.
 - b) An employee at this level possesses competencies which enables the employee to:
 - accept a high degree of responsibility for technical expertise, planning, supervising or co-ordinating works;
 - ii be accountable and responsible for output;
 - iii initiate investigations and produce resultant technical reports;
 - iv work independently as a specialist or in a team;
 - v provide specialist support in a range of programs/activities;
 - vi display interpersonal skills in the performance of the employee's function; vii develop and implement significant works programs; and
 - viii perform duties as a Principal Trainer/Supervisor/Co-ordinator: i.e.. responsible for the supervision and/or training of Technical Employees at lower classification levels, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 7 falls within the National Training Board Australian Standards Framework at Level 6.

4.15 Technical employee - Level 8 (Salary Point 14.0)

- 4.15.1 A Technical employee Level 8 shall mean an employee who:
 - a) In addition to the requirements of Technical employee Level 1 has completed:
 - i an appropriate Associate Degree or Advanced Diploma or equivalent; and further, has completed additional training as specified in the appropriate Career Path; or
 - ii an equivalent standard of structured industry specific training.
 - b) An employee at this level possesses competencies which enables the employee to:
 - i undertake significant responsibility as an operational expert, supervision or co-ordination;
 - ii provide a high level of creative planning, design and associated managerial functions;
 - iii establish and review guidelines and devise new approaches to design, operation, development or investigation;
 - iv be accountable and responsible for output;

- v work independently as a specialist, supervisor, manager within the operational workforce;
- vi display interpersonal skills in the performance of the employee's function:
- vii develop and implement significant works programs;
- viii exercise initiative in the production and application of Standards and Procedures; and
- ix perform duties as a Principal Trainer/Supervisor/Co-ordinator: i.e. responsible for the supervision and/or training of Technical Employees at lower classification levels, commensurate with the employee's training, experience and responsibilities.

Note: Technical employee Level 8 falls within the National Training Board Australian Standards Framework at Level 7.

5. Classification Definitions - Professional and Managerial Stream

5.1 Professional & Managerial Stream Classification Structure Outline

Salary Point	Classification Level	Training Requirements
16.0	Professional & Managerial employee Level 4	*
15.0	Professional & Managerial employee Level 3	*
14.0		
13.0	Professional & Managerial employee Level 2	*
12.0		
11.0		
10.0		
9.0		
8.0	Professional & Managerial employee Level 1 - Entry Point 4 year Degree	*
7.0		
6.2	Professional & Managerial employee Level 1 - Entry Point	*
6.0		

^{*} For progression purposes, training is subject to relevant career path criteria.

5.2 Professional and Managerial employee - Level 1 (3 Year Degree Entry - Salary Point 6.2; 4 Year Degree Entry - Salary Point 8.0)

- 5.2.1 A Professional and/or Managerial employee Level 1 shall mean an employee who holds an appropriate degree or equivalent.
- 5.2.2 An employee at this level:
 - i operates under appropriate supervision;
 - ii performs normal professional work and exercises individual judgement and initiative in the application of principles and methods applicable to the profession concerned;
 - iii assists more senior professionals;
 - iv has work reviewed by a competent professional officer for validity, adequacy, methods and procedures;
 - v assigns and checks work of support staff and others assigned to work on common projects. Work can be expected to receive less rigorous review as the employee progresses; and
 - vi exercises initiative 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.

Note: Professional and/or Managerial employee - Level 1 spans the NTB Australian Standards Framework Competency Level 6.

5.3 Professional and Managerial employee - Level 2 (Salary Point 13.0)

5.3.1 A Professional and/or Managerial employee - Level 2 shall mean an employee who holds an appropriate degree or equivalent and who has relevant experience.

5.3.2 An employee 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 commercially accurate and feasible;
- iv makes decisions on matters assigned including the establishment of professional work standards and procedures, and consults, recommends and advises in specialist areas;
- v outlines and assigns work, reviews it for technical accuracy and adequacy, and manages the work of others; and
- vi exercises initiative 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.

Note: Professional and/or Managerial employee - Level 2 spans the NTB Australian Standards Framework Competency Level 6.

5.4 Professional and Managerial employee - Level 3 (Salary Point 15.0)

5.4.1 A Professional and/or Managerial employee - Level 3 shall mean an employee who holds an appropriate degree or equivalent and who has relevant experience.

5.4.2 An employee at this level:

- i may be 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 a team leader having broad understanding spanning more than one professional field of work, or be a recognised authority within a particular specialised field of expertise, or both:
- participates in short or long range planning and translates the more general objectives and strategies of higher management into specific targets and strategies for the unit;
- iv takes initiatives, makes independent decisions and formulates policies and procedures within this overall 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 units;
- vi takes responsibility for development and provision of systems, facilities and functions;
- vii 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 of significant impact on the organisation; and
- x has work assigned only in terms of broad objectives. Performance is reviewed for policy, soundness of judgement, results and general effectiveness.

Note: Professional and/or Managerial employee - Level 3 falls within the NTB Australian Standards Framework Competency Level 8.

5.5 Professional and Managerial employee - Level 4 (Salary Point 16.0)

5.5.1 A Professional and/or Managerial employee - Level 4 shall mean an employee who holds an appropriate degree or equivalent and relevant experience.

5.5.2 An employee at this level:

- i accepts responsibility for professional work, demanding a high level of expertise, independence, originality, ingenuity and mature judgement;
- 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 employing organisation:

- iv contributes to the organisation's short and long range planning process and to the formulation of the organisation's objectives, strategies and policies;
- 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 may be an expert leading a team of related professionals; or may be 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 maximum benefit from the application of professional expertise;
- ix gives expert technical 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 judgement, results and general effectiveness in pursuit of corporate and major organisational objectives.

Note: Professional and/or Managerial employee - Level 4 falls within the NTB Australian Standards Framework Competency Level 8.

SCHEDULE 3 - SUMMARY OF CAREER PATH STREAMS AND GRADES

Pav	Administration	Professional	Power	Trade		Sub Stream	<u> </u>	Supervisor	1	System
Pay Points	Administration	Professional Managerial	Power Worker	Technician		ngineering Officer		Supervisor		System Controller
16.5		I I I I I	TT GING.	100111101011		GGG.				Controller
16.4 16.3		Grade 4								
16.2		Grade 4								
16.1										
16.0										
15.5 15.4										
15.3		Grade 3								
15.2										
15.1		□ □								
15.0 14.3										
14.2	Grade 11									Grade 5
14.1							ш		ш	
14.0		04-0					-			
13.3 13.2	Grade 10	Grade 2				Grade 5				Grade 4
13.1	Ciddo 10					Orado o				Orado 4
13.0										
12.5										
12.4 12.3	Grade 9					Grade 4		Grade 4		Grade 3
12.2	2.2000									2.3000
12.1		⊔ Ц								1
12.0 11.5										
11.5										
11.3	Grade 8					Grade 3		Grade 3		Grade 2
11.2										
11.1 11.0										
10.3		ПП					П			Grade 1
10.2		Grade 1								l-
10.1		Ш Ц	_		ш		ш			
10.0	Grade 7				-	Grade 2		Grade 2		
9.3 9.2				Grade 5						
9.1				Grade 6						
9.0										
8.2										
8.1 8.0		Entry 4 yr Degree		Grade 4						
7.2	Grade 6	Littly 4 yr Dogree		Grade 4						
7.1					ш		ш			
7.0 6.2		Entry 3 yr Degree			-	Grade 1		Grade 1		
6.1	Grade 5	Entry 3 yr Degree		Grade 3						
6.0	Grade 6			Crade 6						
5.2										
5.1			Grade 5	Grade 2						
5.0 4.2	Grade 4			T	+					
4.2	Sidue 4		Grade 4	Grade 1	11					
4.0										
3.7	1									
3.6 3.5										
3.4										
3.3			Grade 3							
3.2 3.1	Grado 3									
3.1	Grade 3									
2.7										
2.6										
2.5										
2.4	Grade 2		Grade 2							
2.3 2.2										
2.1										
2.0										
1.7										
1.6										
1.5										
1.4 1.3	Grade 1		Grade 1							
1.2	Sidde i		Sidde i							
1.1										
1.0 0.0										

Jobs at these levels are not currently required. They will be developed if and when enterprise needs arise. The creation of new grades and associated grade descriptions not included in the endorsed Career path Framework document will be subject to Industry negotiation and agreement between the industrial parties at Industry level.

SCHEDULE 4 – SALARY SCHEDULES

Schedule 4A – Administrative Stream and Professional & Managerial Stream

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
1 Ollic	01/03/2022	01/03/2022	01/03/2023	1 Onit	01/03/2022	01/03/2022	01/03/2023
0.0	\$62,732	\$64,614	\$66,552	9.0	\$93,070	\$95,862	\$98,738
1.0	\$63,167	\$65,062	\$67,014	9.1	\$94,457	\$97,291	\$100,210
1.1	\$63,547	\$65,453	\$67,417	9.2	\$95,846	\$98,721	\$101,683
1.2	\$63,920	\$65,838	\$67,813	9.3	\$97,236	\$100,153	\$103,158
1.3	\$64,302	\$66,231	\$68,218	10.0	\$98,631	\$101,590	\$104,638
1.4	\$64,679	\$66,619	\$68,618	10.1	\$100,012	\$103,012	\$106,102
1.5	\$65,053	\$67,005	\$69,015	10.2	\$101,406	\$104,448	\$107,581
1.6	\$65,433	\$67,396	\$69,418	10.3	\$102,794	\$105,878	\$109,054
1.7	\$65,810	\$67,784	\$69,818	11.0	\$103,484	\$106,589	\$109,787
2.0	\$66,186	\$68,172	\$70,217	11.1	\$105,045	\$108,196	\$111,442
2.1	\$66,564	\$68,561	\$70,618	11.2	\$106,617	\$109,816	\$113,110
2.2	\$66,940	\$68,948	\$71,016	11.3	\$108,185	\$111,431	\$114,774
2.3	\$67,319	\$69,339	\$71,419	11.4	\$109,749	\$113,041	\$116,432
2.4	\$67,698	\$69,729	\$71,821	11.5	\$111,317	\$114,657	\$118,097
2.5	\$68,072	\$70,114	\$72,217	12.0	\$112,888	\$116,275	\$119,763
2.6	\$68,457	\$70,511	\$72,626	12.1	\$114,459	\$117,893	\$121,430
2.7	\$68,834	\$70,899	\$73,026	12.2	\$116,028	\$119,509	\$123,094
3.0	\$69,212	\$71,288	\$73,427	12.3	\$117,592	\$121,120	\$124,754
3.1	\$69,588	\$71,676	\$73,826	12.4	\$119,165	\$122,740	\$126,422
3.2	\$69,970	\$72,069	\$74,231	12.5	\$120,731	\$124,353	\$128,084
3.3	\$70,345	\$72,455	\$74,629	13.0	\$122,298	\$125,967	\$129,746
3.4	\$70,717	\$72,839	\$75,024	13.1	\$124,901	\$128,648	\$132,507
3.5	\$71,100	\$73,233	\$75,430	13.2	\$127,512	\$131,337	\$135,277
3.6	\$71,474	\$73,618	\$75,827	13.3	\$130,110	\$134,013	\$138,033
3.7	\$71,852	\$74,008	\$76,228	14.0	\$132,718	\$136,700	\$140,801
4.0	\$72,231	\$74,398	\$76,630	14.1	\$135,319	\$139,379	\$143,560
4.1	\$73,619	\$75,828	\$78,103	14.2	\$137,921	\$142,059	\$146,321
4.2	\$75,010	\$77,260	\$79,578	14.3	\$140,527	\$144,743	\$149,085
5.0	\$76,397	\$78,689	\$81,050	15.0	\$143,132	\$147,426	\$151,849
5.1	\$77,791	\$80,125	\$82,529	15.1	\$146,027	\$150,408	\$154,920
5.2	\$79,175	\$81,550	\$83,997	15.2	\$148,918	\$153,386	\$157,988
6.0	\$80,567	\$82,984	\$85,474	15.3	\$151,814	\$156,368	\$161,059
6.1	\$81,959	\$84,418	\$86,951	15.4	\$154,704	\$159,345	\$164,125
6.2	\$83,346	\$85,846	\$88,421	15.5	\$157,604	\$162,332	\$167,202
7.0	\$84,734	\$87,276	\$89,894	16.0	\$160,493	\$165,308	\$170,267
7.1	\$86,122	\$88,706	\$91,367	16.1	\$163,680	\$168,590	\$173,648
7.2	\$87,513	\$90,138	\$92,842	16.2	\$166,863	\$171,869	\$177,025
8.0	\$88,903	\$91,570	\$94,317	16.3	\$170,043	\$175,144	\$180,398
8.1	\$90,288	\$92,997	\$95,787	16.4	\$173,228	\$178,425	\$183,778
8.2	\$91,683	\$94,433	\$97,266	16.5	\$176,406	\$181,698	\$187,149

Note: The above rates include Annualised Leave Loading, EFT Allowance and TNRP.

Schedule 4B - Trade Technician, Supervisor and Engineering Officer

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
4.0	\$80,138	\$82,542	\$85,018	10.1	\$107,919	\$111,157	\$114,492
4.1	\$81,527	\$83,973	\$86,492	10.2	\$109,312	\$112,591	\$115,969
4.2	\$82,918	\$85,406	\$87,968	10.3	\$110,700	\$114,021	\$117,442
5.0	\$84,308	\$86,837	\$89,442	11.0	\$111,392	\$114,734	\$118,176
5.1	\$85,698	\$88,269	\$90,917	11.1	\$112,953	\$116,342	\$119,832
5.2	\$87,083	\$89,695	\$92,386	11.2	\$114,526	\$117,962	\$121,501
6.0	\$88,475	\$91,129	\$93,863	11.3	\$116,092	\$119,575	\$123,162
6.1	\$89,866	\$92,562	\$95,339	11.4	\$117,658	\$121,188	\$124,824
6.2	\$91,252	\$93,990	\$96,810	11.5	\$119,223	\$122,800	\$126,484
7.0	\$92,641	\$95,420	\$98,283	12.0	\$120,797	\$124,421	\$128,154
7.1	\$94,030	\$96,851	\$99,757	12.1	\$122,366	\$126,037	\$129,818
7.2	\$95,418	\$98,281	\$101,229	12.2	\$123,936	\$127,654	\$131,484
8.0	\$96,809	\$99,713	\$102,704	12.3	\$125,501	\$129,266	\$133,144
8.1	\$98,195	\$101,141	\$104,175	12.4	\$127,072	\$130,884	\$134,811
8.2	\$99,590	\$102,578	\$105,655	12.5	\$128,641	\$132,500	\$136,475
9.0	\$100,977	\$104,006	\$107,126	13.0	\$130,205	\$134,111	\$138,134
9.1	\$102,367	\$105,438	\$108,601	13.1	\$132,810	\$136,794	\$140,898
9.2	\$103,756	\$106,869	\$110,075	13.2	\$135,416	\$139,478	\$143,662
9.3	\$105,144	\$108,298	\$111,547	13.3	\$138,019	\$142,160	\$146,425
10.0	\$106,540	\$109,736	\$113,028				

Note: The above rates include Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

Schedule 4C - Power Worker

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
0.0	\$67,556	\$69,583	\$71,670	2.7	\$73,658	\$75,868	\$78,144
1.0	\$67,990	\$70,030	\$72,131	3.0	\$74,036	\$76,257	\$78,545
1.1	\$68,369	\$70,420	\$72,533	3.1	\$74,412	\$76,644	\$78,943
1.2	\$68,742	\$70,804	\$72,928	3.2	\$74,793	\$77,037	\$79,348
1.3	\$69,127	\$71,201	\$73,337	3.3	\$75,171	\$77,426	\$79,749
1.4	\$69,502	\$71,587	\$73,735	3.4	\$75,541	\$77,807	\$80,141
1.5	\$69,877	\$71,973	\$74,132	3.5	\$75,924	\$78,202	\$80,548
1.6	\$70,258	\$72,366	\$74,537	3.6	\$76,298	\$78,587	\$80,945
1.7	\$70,634	\$72,753	\$74,936	3.7	\$76,675	\$78,975	\$81,344
2.0	\$71,010	\$73,140	\$75,334	4.0	\$77,054	\$79,366	\$81,747
2.1	\$71,389	\$73,531	\$75,737	4.1	\$78,444	\$80,797	\$83,221
2.2	\$71,763	\$73,916	\$76,133	4.2	\$79,835	\$82,230	\$84,697
2.3	\$72,144	\$74,308	\$76,537	5.0	\$81,224	\$83,661	\$86,171
2.4	\$72,522	\$74,698	\$76,939	5.1	\$82,615	\$85,093	\$87,646
2.5	\$72,894	\$75,081	\$77,333	5.2	\$83,999	\$86,519	\$89,115
2.6	\$73,279	\$75,477	\$77,741				

Note: The above rates include Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

Schedule 4D - System Controller

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
10.3	\$150,868	\$155,394	\$160,056	12.5	\$175,982	\$181,261	\$186,699
11.0	\$151,837	\$156,392	\$161,084	13.0	\$178,176	\$183,521	\$189,027
11.1	\$154,022	\$158,643	\$163,402	13.1	\$181,820	\$187,275	\$192,893
11.2	\$156,223	\$160,910	\$165,737	13.2	\$185,473	\$191,037	\$196,768
11.3	\$158,418	\$163,171	\$168,066	13.3	\$189,113	\$194,786	\$200,630
11.4	\$160,609	\$165,427	\$170,390				
11.5	\$162,802	\$167,686	\$172,717				
12.0	\$165,004	\$169,954	\$175,053				
12.1	\$167,201	\$172,217	\$177,384				
12.2	\$169,398	\$174,480	\$179,714				
12.3	\$171,590	\$176,738	\$182,040				
12.4	\$173,787	\$179,001	\$184,371				

Note: The above rates include System Controller Shift Loading (as specified in <u>Schedule 10A</u>), Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

Schedule 4E – System Controller Team Leader

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
14.0	\$190,808	\$196,532	\$202,428	14.2	\$198,013	\$203,953	\$210,072
14.1	\$194,408	\$200,240	\$206,247	14.3	\$201,621	\$207,670	\$213,900

Note: The above rates include System Controller Team Leader Shift Loading (38.5%), Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

Schedule 4F - Professional Managerial & Administration

FWA - 13% / 15.5% Loading

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
0.0	\$72,090	\$74,253	\$76,481	9.0	\$107,127	\$110,341	\$113,651
1.0	\$72,591	\$74,769	\$77,012	9.1	\$108,732	\$111,994	\$115,354
1.1	\$73,029	\$75,220	\$77,477	9.2	\$110,335	\$113,645	\$117,054
1.2	\$73,460	\$75,664	\$77,934	9.3	\$111,938	\$115,296	\$118,755
1.3	\$73,901	\$76,118	\$78,402	10.0	\$113,553	\$116,960	\$120,469
1.4	\$74,336	\$76,566	\$78,863	10.1	\$115,145	\$118,599	\$122,157
1.5	\$74,770	\$77,013	\$79,323	10.2	\$116,754	\$120,257	\$123,865
1.6	\$75,210	\$77,466	\$79,790	10.3	\$118,358	\$121,909	\$125,566
1.7	\$75,641	\$77,910	\$80,247	11.0	\$116,629	\$120,128	\$123,732
2.0	\$76,076	\$78,358	\$80,709	11.1	\$118,393	\$121,945	\$125,603
2.1	\$76,515	\$78,810	\$81,174	11.2	\$120,169	\$123,774	\$127,487
2.2	\$76,948	\$79,256	\$81,634	11.3	\$121,942	\$125,600	\$129,368
2.3	\$77,387	\$79,709	\$82,100	11.4	\$123,708	\$127,419	\$131,242
2.4	\$77,823	\$80,158	\$82,563	11.5	\$125,480	\$129,244	\$133,121
2.5	\$78,254	\$80,602	\$83,020	12.0	\$127,258	\$131,076	\$135,008
2.6	\$78,699	\$81,060	\$83,492	12.1	\$129,030	\$132,901	\$136,888
2.7	\$79,137	\$81,511	\$83,956	12.2	\$130,804	\$134,728	\$138,770
3.0	\$79,572	\$81,959	\$84,418	12.3	\$132,573	\$136,550	\$140,647
3.1	\$80,006	\$82,406	\$84,878	12.4	\$134,347	\$138,377	\$142,528
3.2	\$80,447	\$82,860	\$85,346	12.5	\$136,120	\$140,204	\$144,410
3.3	\$80,883	\$83,309	\$85,808	13.0	\$137,887	\$142,024	\$146,285
3.4	\$81,309	\$83,748	\$86,260	13.1	\$140,829	\$145,054	\$149,406
3.5	\$81,752	\$84,205	\$86,731	13.2	\$143,778	\$148,091	\$152,534
3.6	\$82,185	\$84,651	\$87,191	13.3	\$146,716	\$151,117	\$155,651
3.7	\$82,620	\$85,099	\$87,652	14.0	\$149,662	\$154,152	\$158,777
4.0	\$83,058	\$85,550	\$88,117	14.1	\$152,603	\$157,181	\$161,896
4.1	\$84,663	\$87,203	\$89,819	14.2	\$155,541	\$160,207	\$165,013
4.2	\$86,267	\$88,855	\$91,521	14.3	\$158,486	\$163,241	\$168,138
5.0	\$87,872	\$90,508	\$93,223	15.0	\$161,432	\$166,275	\$171,263
5.1	\$89,481	\$92,165	\$94,930	15.1	\$164,703	\$169,644	\$174,733
5.2	\$91,080	\$93,812	\$96,626	15.2	\$167,969	\$173,008	\$178,198
6.0	\$92,689	\$95,470	\$98,334	15.3	\$171,240	\$176,377	\$181,668
6.1	\$94,294	\$97,123	\$100,037	15.4	\$174,507	\$179,742	\$185,134
6.2	\$95,896	\$98,773	\$101,736	15.5	\$177,783	\$183,116	\$188,609
7.0	\$97,500	\$100,425	\$103,438	16.0	\$181,051	\$186,483	\$192,077
7.1	\$99,105	\$102,078	\$105,140	16.1	\$184,648	\$190,187	\$195,893
7.2	\$100,707	\$103,728	\$106,840	16.2	\$188,246	\$193,893	\$199,710
8.0	\$102,314	\$105,383	\$108,544	16.3	\$191,844	\$197,599	\$203,527
8.1	\$103,916	\$107,033	\$110,244	16.4	\$195,440	\$201,303	\$207,342
8.2	\$105,526	\$108,692	\$111,953	16.5	\$199,032	\$205,003	\$211,153

Note: The above rates include the Flexible Working Arrangement Loading, Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Payment.

Schedule 4G - Professional Managerial & Administration

FWA - 15% / 17.5% Loading

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
0.0				9.0			
1.0	\$73,297 \$73,205	\$75,496 \$76,040	\$77,761 \$79,200	9.1	\$108,942 \$140,573	\$112,210	\$115,576 \$117,307
1.1	\$73,805	\$76,019	\$78,300	9.1	\$110,573	\$113,890	\$117,307
1.2	\$74,254	\$76,482	\$78,776	9.3	\$112,206	\$115,572	\$119,039
1.3	\$74,690	\$76,931	\$79,239	10.0	\$113,836	\$117,251	\$120,769
1.4	\$75,140	\$77,394	\$79,716	10.0	\$115,475	\$118,939	\$122,507
1.5	\$75,581	\$77,848	\$80,183	10.1	\$117,097	\$120,610	\$124,228
1.6	\$76,021	\$78,302	\$80,651	10.2	\$118,736	\$122,298	\$125,967
	\$76,468	\$78,762	\$81,125		\$120,367	\$123,978	\$127,697
1.7	\$76,911	\$79,218	\$81,595	11.0	\$118,653	\$122,213	\$125,879
2.0	\$77,352	\$79,673	\$82,063	11.1	\$120,446	\$124,059	\$127,781
2.1	\$77,799	\$80,133	\$82,537	11.2	\$122,254	\$125,922	\$129,700
2.2	\$78,239	\$80,586	\$83,004	11.3	\$124,057	\$127,779	\$131,612
2.3	\$78,685	\$81,046	\$83,477	11.4	\$125,858	\$129,634	\$133,523
2.4	\$79,129	\$81,503	\$83,948	11.5	\$127,658	\$131,488	\$135,433
2.5	\$79,568	\$81,955	\$84,414	12.0	\$129,466	\$133,350	\$137,351
2.6	\$80,021	\$82,422	\$84,895	12.1	\$131,271	\$135,209	\$139,265
2.7	\$80,466	\$82,880	\$85,366	12.2	\$133,075	\$137,067	\$141,179
3.0	\$80,909	\$83,336	\$85,836	12.3	\$134,876	\$138,922	\$143,090
3.1	\$81,349	\$83,789	\$86,303	12.4	\$136,683	\$140,783	\$145,006
3.2	\$81,798	\$84,252	\$86,780	12.5	\$138,486	\$142,641	\$146,920
3.3	\$82,241	\$84,708	\$87,249	13.0	\$140,286	\$144,495	\$148,830
3.4	\$82,678	\$85,158	\$87,713	13.1	\$143,281	\$147,579	\$152,006
3.5	\$83,127	\$85,621	\$88,190	13.2	\$146,280	\$150,668	\$155,188
3.6	\$83,566	\$86,073	\$88,655	13.3	\$149,271	\$153,749	\$158,361
3.7	\$84,011	\$86,531	\$89,127	14.0	\$152,269	\$156,837	\$161,542
4.0	\$84,456	\$86,990	\$89,600	14.1	\$155,260	\$159,918	\$164,716
4.1	\$86,087	\$88,670	\$91,330	14.2	\$158,253	\$163,001	\$167,891
4.2	\$87,721	\$90,353	\$93,064	14.3	\$161,249	\$166,086	\$171,069
5.0	\$89,354	\$92,035	\$94,796	15.0	\$164,246	\$169,173	\$174,248
5.1	\$90,989	\$93,719	\$96,531	15.1	\$167,578	\$172,605	\$177,783
5.2	\$92,616	\$95,394	\$98,256	15.2	\$170,901	\$176,028	\$181,309
6.0	\$94,250	\$97,078	\$99,990	15.3	\$174,230	\$179,457	\$184,841
6.1	\$95,885	\$98,762	\$101,725	15.4	\$177,554	\$182,881	\$188,367
6.2	\$97,515	\$100,440	\$103,453	15.5	\$180,887	\$186,314	\$191,903
7.0	\$99,148	\$102,122	\$105,186	16.0	\$184,211	\$189,737	\$195,429
7.1	\$100,778	\$103,801	\$106,915	16.1	\$187,876	\$193,512	\$199,317
7.2	\$102,410	\$105,482	\$108,646	16.2	\$191,535	\$197,281	\$203,199
8.0	\$104,042	\$107,163	\$110,378	16.3	\$195,196	\$201,052	\$207,084
8.1	\$105,673	\$108,843	\$112,108	16.4	\$198,855	\$204,821	\$210,966
8.2	\$107,312	\$110,531	\$113,847	16.5	\$202,513	\$208,588	\$214,846

Note: The above rates include the Flexible Working Arrangement Loading, Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Payment.

Schedule 4H - Professional Managerial & Administration

FWA - 22.5% / 25% Loading

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
0.0				9.0			
1.0	\$77,823 \$78,364	\$80,158 \$80,715	\$82,563 \$83,136	9.1	\$115,744 \$117,479	\$119,216 \$121,003	\$122,792 \$124,633
1.1	\$78,838	\$81,203	\$83,639	9.2		\$121,003	\$126,475
1.2	\$79,306	\$81,685	\$84,136	9.3	\$119,215 \$120,951	\$124,580	\$128,317
1.3	\$79,306 \$79,785	\$82,179	\$84,644	10.0	\$120,931	\$124,360	\$130,169
1.4	\$80,253	\$82,661	\$85,141	10.1	\$124,420	\$128,153	\$131,998
1.5	\$80,723	\$83,145	\$85,639	10.2	\$124,420	\$129,949	\$133,847
1.6	\$80,723	\$83,635	\$86,144	10.3	\$120,104	\$131,735	\$135,687
1.7	\$81,668	\$84,118	\$86,642	11.0	\$126,237	\$130,024	\$133,925
2.0	\$82,138	\$84,602	\$87,140	11.1	\$128,147	\$131,991	\$135,951
2.1	\$82,613	\$85,091	\$87,644	11.2	\$130,071	\$133,973	\$137,992
2.2	\$83,080	\$85,572	\$88,139	11.3	\$131,992	\$135,952	\$140,031
2.3	\$83,556	\$86,063	\$88,645	11.4	\$133,909	\$137,926	\$142,064
2.4	\$84,029	\$86,550	\$89,147	11.5	\$135,828	\$139,903	\$144,100
2.5	\$84,496	\$87,031	\$89,642	12.0	\$137,755	\$141,888	\$146,145
2.6	\$84,977	\$87,526	\$90,152	12.1	\$139,678	\$143,868	\$148,184
2.7	\$85,450	\$88,014	\$90,654	12.2	\$141,600	\$145,848	\$150,223
3.0	\$85,921	\$88,499	\$91,154	12.3	\$143,517	\$147,823	\$152,258
3.1	\$86,392	\$88,984	\$91,654	12.4	\$145,443	\$149,806	\$154,300
3.2	\$86,868	\$89,474	\$92,158	12.5	\$147,362	\$151,783	\$156,336
3.3	\$87,340	\$89,960	\$92,659	13.0	\$149,281	\$153,759	\$158,372
3.4	\$87,802	\$90,436	\$93,149	13.1	\$152,472	\$157,046	\$161,757
3.5	\$88,281	\$90,929	\$93,657	13.2	\$155,666	\$160,336	\$165,146
3.6	\$88,750	\$91,413	\$94,155	13.3	\$158,851	\$163,617	\$168,526
3.7	\$89,223	\$91,900	\$94,657	14.0	\$162,044	\$166,905	\$171,912
4.0	\$89,695	\$92,386	\$95,158	14.1	\$165,231	\$170,188	\$175,294
4.1	\$91,430	\$94,173	\$96,998	14.2	\$168,419	\$173,472	\$178,676
4.2	\$93,170	\$95,965	\$98,844	14.3	\$171,610	\$176,758	\$182,061
5.0	\$94,906	\$97,753	\$100,686	15.0	\$174,803	\$180,047	\$185,448
5.1	\$96,645	\$99,544	\$102,530	15.1	\$178,350	\$183,701	\$189,212
5.2	\$98,375	\$101,326	\$104,366	15.2	\$181,892	\$187,349	\$192,969
6.0	\$100,116	\$103,119	\$106,213	15.3	\$185,438	\$191,001	\$196,731
6.1	\$101,855	\$104,911	\$108,058	15.4	\$188,977	\$194,646	\$200,485
6.2	\$103,588	\$106,696	\$109,897	15.5	\$192,529	\$198,305	\$204,254
7.0	\$105,324	\$108,484	\$111,739	16.0	\$196,071	\$201,953	\$208,012
7.1	\$107,060	\$110,272	\$113,580	16.1	\$199,973	\$205,972	\$212,151
7.2	\$108,794	\$112,058	\$115,420	16.2	\$203,872	\$209,988	\$216,288
8.0	\$110,533	\$113,849	\$117,264	16.3	\$207,771	\$214,004	\$220,424
8.1	\$112,266	\$115,634	\$119,103	16.4	\$211,671	\$218,021	\$224,562
8.2	\$114,009	\$117,429	\$120,952	16.5	\$215,565	\$222,032	\$228,693

Note: The above rates include the Flexible Working Arrangement Loading, Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Payment.

Schedule 4I - Trade Technician, Supervisor and Engineering Officer

FWA - 13% / 15.5% Loading

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
4.0	\$90,965	\$93,694	\$96,505	10.1	\$123,052	\$126,744	\$130,546
4.1	\$92,570	\$95,347	\$98,207	10.2	\$124,661	\$128,401	\$132,253
4.2	\$94,176	\$97,001	\$99,911	10.3	\$126,267	\$130,055	\$133,957
5.0	\$95,780	\$98,653	\$101,613	11.0	\$124,538	\$128,274	\$132,122
5.1	\$97,389	\$100,311	\$103,320	11.1	\$126,299	\$130,088	\$133,991
5.2	\$98,986	\$101,956	\$105,015	11.2	\$128,076	\$131,918	\$135,876
6.0	\$100,594	\$103,612	\$106,720	11.3	\$129,848	\$133,743	\$137,755
6.1	\$102,203	\$105,269	\$108,427	11.4	\$131,618	\$135,567	\$139,634
6.2	\$103,803	\$106,917	\$110,125	11.5	\$133,387	\$137,389	\$141,511
7.0	\$105,408	\$108,570	\$111,827	12.0	\$135,165	\$139,220	\$143,397
7.1	\$107,011	\$110,221	\$113,528	12.1	\$136,937	\$141,045	\$145,276
7.2	\$108,615	\$111,873	\$115,229	12.2	\$138,710	\$142,871	\$147,157
8.0	\$110,220	\$113,527	\$116,933	12.3	\$140,480	\$144,694	\$149,035
8.1	\$111,822	\$115,177	\$118,632	12.4	\$142,254	\$146,522	\$150,918
8.2	\$113,432	\$116,835	\$120,340	12.5	\$144,027	\$148,348	\$152,798
9.0	\$115,035	\$118,486	\$122,041	13.0	\$145,797	\$150,171	\$154,676
9.1	\$116,637	\$120,136	\$123,740	13.1	\$148,739	\$153,201	\$157,797
9.2	\$118,243	\$121,790	\$125,444	13.2	\$151,685	\$156,236	\$160,923
9.3	\$119,845	\$123,440	\$127,143	13.3	\$154,623	\$159,262	\$164,040
10.0	\$121,460	\$125,104	\$128,857				

The above salary schedule does not apply to field based employees in the Trade Technician stream.

Note: The above rates include the Flexible Working Arrangement Loading, Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

Schedule 4J - Trade Technician, Supervisor and Engineering Officer

FWA - 15% / 17.5% Loading

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
4.0	\$92,364	\$95,135	\$97,989	10.1	\$125,006	\$128,756	\$132,619
4.1	\$93,995	\$96,815	\$99,719	10.2	\$126,643	\$130,442	\$134,355
4.2	\$95,629	\$98,498	\$101,453	10.3	\$128,275	\$132,123	\$136,087
5.0	\$97,260	\$100,178	\$103,183	11.0	\$126,559	\$130,356	\$134,267
5.1	\$98,896	\$101,863	\$104,919	11.1	\$128,354	\$132,205	\$136,171
5.2	\$100,523	\$103,539	\$106,645	11.2	\$130,160	\$134,065	\$138,087
6.0	\$102,160	\$105,225	\$108,382	11.3	\$131,965	\$135,924	\$140,002
6.1	\$103,795	\$106,909	\$110,116	11.4	\$133,765	\$137,778	\$141,911
6.2	\$105,423	\$108,586	\$111,844	11.5	\$135,563	\$139,630	\$143,819
7.0	\$107,053	\$110,265	\$113,573	12.0	\$137,373	\$141,494	\$145,739
7.1	\$108,687	\$111,948	\$115,306	12.1	\$139,180	\$143,355	\$147,656
7.2	\$110,318	\$113,628	\$117,037	12.2	\$140,983	\$145,212	\$149,568
8.0	\$111,953	\$115,312	\$118,771	12.3	\$142,784	\$147,068	\$151,480
8.1	\$113,580	\$116,987	\$120,497	12.4	\$144,591	\$148,929	\$153,397
8.2	\$115,219	\$118,676	\$122,236	12.5	\$146,393	\$150,785	\$155,309
9.0	\$116,849	\$120,354	\$123,965	13.0	\$148,194	\$152,640	\$157,219
9.1	\$118,481	\$122,035	\$125,696	13.1	\$151,188	\$155,724	\$160,396
9.2	\$120,113	\$123,716	\$127,427	13.2	\$154,188	\$158,814	\$163,578
9.3	\$121,745	\$125,397	\$129,159	13.3	\$157,178	\$161,893	\$166,750
10.0	\$123,384	\$127,086	\$130,899				

The above salary schedule does not apply to field based employees in the Trade Technician stream.

Note: The above rates include the Flexible Working Arrangement Loading, Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

Schedule 4K - Trade Technician, Supervisor and Engineering Officer

FWA - 22.5% / 25% Loading

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
4.0	\$97,604	\$100,532	\$103,548	10.1	\$132,328	\$136,298	\$140,387
4.1	\$99,338	\$102,318	\$105,388	10.2	\$134,069	\$138,091	\$142,234
4.2	\$101,077	\$104,109	\$107,232	10.3	\$135,804	\$139,878	\$144,074
5.0	\$102,813	\$105,897	\$109,074	11.0	\$134,141	\$138,165	\$142,310
5.1	\$104,553	\$107,690	\$110,921	11.1	\$136,053	\$140,135	\$144,339
5.2	\$106,282	\$109,470	\$112,754	11.2	\$137,981	\$142,120	\$146,384
6.0	\$108,022	\$111,263	\$114,601	11.3	\$139,901	\$144,098	\$148,421
6.1	\$109,763	\$113,056	\$116,448	11.4	\$141,819	\$146,074	\$150,456
6.2	\$111,495	\$114,840	\$118,285	11.5	\$143,737	\$148,049	\$152,490
7.0	\$113,231	\$116,628	\$120,127	12.0	\$145,665	\$150,035	\$154,536
7.1	\$114,966	\$118,415	\$121,967	12.1	\$147,586	\$152,014	\$156,574
7.2	\$116,702	\$120,203	\$123,809	12.2	\$149,509	\$153,994	\$158,614
8.0	\$118,442	\$121,995	\$125,655	12.3	\$151,426	\$155,969	\$160,648
8.1	\$120,173	\$123,778	\$127,491	12.4	\$153,348	\$157,948	\$162,686
8.2	\$121,918	\$125,576	\$129,343	12.5	\$155,271	\$159,929	\$164,727
9.0	\$123,653	\$127,363	\$131,184	13.0	\$157,189	\$161,905	\$166,762
9.1	\$125,387	\$129,149	\$133,023	13.1	\$160,377	\$165,188	\$170,144
9.2	\$127,123	\$130,937	\$134,865	13.2	\$163,575	\$168,482	\$173,536
9.3	\$128,860	\$132,726	\$136,708	13.3	\$166,759	\$171,762	\$176,915
10.0	\$130,603	\$134,521	\$138,557				

The above salary schedule does not apply to field based employees in the Trade Technician stream.

Note: The above rates include the Flexible Working Arrangement Loading, Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

Schedule 4L - Apprentices Salaries

Transmission Linesperson and Electrical Apprentice

	Rate	Apprentice Rates \$			Adult Apprentice Rates \$			
Trade Year	(% or Salary Point)	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	
1	40	\$32,055	\$33,017	\$34,007	\$64,470	\$66,404	\$68,396	
2	55	\$44,076	\$45,398	\$46,760	\$66,014	\$67,994	\$70,034	
3	75	\$60,104	\$61,907	\$63,764	\$68,071	\$70,113	\$72,216	
4	90	\$72,124	\$74,288	\$76,516	\$72,125	\$74,289	\$76,518	
On Completion	Salary Point 4.0	\$80,138	\$82,542	\$85,018	\$80,138	\$82,542	\$85,018	

Electrical and Electronic Apprentice Completing an Advanced Diploma / Associate Degree

	Rate	Apprentice Rates \$			Adult Apprentice Rates \$			
Trade Year	(% or Salary Point)	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	
1	40	\$37,056	\$38,168	\$39,313	\$64,470	\$66,404	\$68,396	
2	55	\$50,953	\$52,482	\$54,056	\$66,014	\$67,994	\$70,034	
3	75	\$69,482	\$71,566	\$73,713	\$69,482	\$71,566	\$73,713	
4	90	\$83,377	\$85,878	\$88,454	\$83,377	\$85,878	\$88,454	
On Completion	Salary Point 7.0	\$92,641	\$95,420	\$98,283	\$92,641	\$95,420	\$98,283	

Note: Salary point 4.0 and 7.0 as shown in the above tables are contained within Salary <u>Schedule 4B</u> 'Trade Technician, Supervisor and Engineering Officer Salary Scales'.

An Adult Apprentice will receive whichever is greater of the appropriate salary point 0.0 rate (as per the Adult Apprenticeship Salary Schedule below) or the prescribed rate for the relevant level of the apprenticeship.

Adult Apprentice Salary Schedule

Trade Year	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
1	0.0	\$64,470	\$66,404	\$68,396
2	0.0	\$66,014	\$67,994	\$70,034
3	0.0	\$68,071	\$70,113	\$72,216
4	0.0	\$69,610	\$71,698	\$73,849

Note: The above rates include Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

Administration & Laboratory Trainees Salaries

Administration & Laboratory trainees will paid in accordance with the trainee rates as set out in the relevant Modern Award, as varied from time to time.

SCHEDULE 5 – FLEXIBLE WORKING ARRANGEMENTS

- 1. Where Powerlink offers any of the following Flexible Working Arrangements to new or existing employees, the corporation will also offer the employee the option of remaining within the general terms and conditions of this Workplace Agreement, with the exception being team leader roles. Due to the nature of work performed by team leader positions, Powerlink prefers that these positions be offered as a ten day flexible working arrangement. However, Powerlink team leaders are able to choose between the standard nine day fortnight and ten day flexible working arrangement option. The acceptance of these arrangements by any employee is entirely voluntary. Employees being recruited into positions will not be required to make known which option they will choose until after they have been formally offered the position.
- 2. Powerlink may offer to all new and existing employees a Flexible Working Arrangement which is subject to the following conditions:

a) Positions at Salary Point 11.0 and Above

- Despite Regulation 207 of the <u>Electricity Regulation 2006 (Qld)</u>, it is agreed that where the agreement is intended to establish a ten day, eighty hour fortnight the salaries in <u>Schedule 4F</u> (Professional Managerial & Administration) or <u>Schedule 4I</u> (Trade Technician, Supervisor and Engineering Officer) will apply. Such employees will work an average of forty hours per week within the defined spread of hours 6.00am 6.30pm Monday to Friday, to a maximum of ten attendances per fortnight.
- ii Where the agreement also covers for occasional overtime beyond forty hours per week and allowances, the salaries in <u>Schedule 4G</u> (Professional Managerial & Administration) or <u>Schedule 4J</u> (Trade Technician, Supervisor and Engineering Officer) will apply.
- iii Where the agreement covers call and all overtime and allowances, the salaries in Schedule 4H (Professional Managerial & Administration) or Schedule 4K (Trade Technician, Supervisor and Engineering Officer) will apply.

b) Positions Below Salary Point 11.0

- i. Subject to the provisions below, Flexible Working Arrangement may also be offered to employees who are graded below Salary Point 11.0, with the exception of Field Services field based employees.
- ii. Where the agreement is intended to establish a ten day, eighty hour fortnight the salaries in Schedule 4F (Professional Managerial & Administration) or Schedule 4I (Trade Technician, Supervisor and Engineering Officer) will apply. Such employees will work an average of forty hours per week within the defined spread of hours 6.00am 6.30pm Monday to Friday, to a maximum of ten attendances per fortnight.
- iii. Where the agreement also covers for occasional overtime beyond forty hours per week and allowances, the salaries in <u>Schedule 4G (Professional Managerial & Administration)</u> or <u>Schedule 4J (Trade Technician, Supervisor and Engineering Officer)</u> will apply.
- iv. Where the agreement covers call and all overtime and allowances, the salaries in Schedule 4H (Professional Managerial & Administration) or Schedule 4K (Trade Technician, Supervisor and Engineering Officer) will apply.

3. Common Conditions for All Salary Points

3.1 Extraordinary and continuous periods of work during major systems failures will, where the period of hours worked is in excess of ten hours per day for more than two consecutive days, be treated separately under normal overtime provisions. To be clear, all hours worked in excess of the ten hours per day will, in the circumstances referred to above, be paid at one and half times the employee's ordinary hourly rate for the first three hours and double the employee's ordinary hourly rate for each hour thereafter, each day to stand alone.

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- 3.2 The above salaries will be used when calculating an employee's payment for annual leave, long service leave, superannuation, severance and redundancy payments and extraordinary overtime (above).
- 3.3 Where such agreements are made they will be recorded in writing (with a copy for each party).
- 3.4 Employees who accept a Flexible Working Arrangement will, save for the Hours and Overtime provisions contained within this Agreement, remain entitled to all salary increases and other employment entitlements provided by this agreement. Notwithstanding the conditions set out in this clause, Powerlink may approve reasonable TOIL accrual for employees remunerated under Schedules 4F, 4G, 4I or 4J where employees are required to work in excess of reasonable hours, or are required to work regular and systematic overtime, for example to deliver a project / work package.
- 3.5 The overtime clauses relating to Systematic Overtime have no application to employees who accept Flexible Working Arrangements.
- 3.6 Employees who accept a Flexible Working Arrangement may elect to revert to the general terms and conditions of this agreement by providing the company with one month's written notice.
- 3.7 Where an employee's working conditions substantially change (e.g. move from office based to field based), the employee may elect to revert to the general terms and conditions of this agreement immediately.
- 3.8 However, it is recognised that individuals may make additional personal financial commitments whilst under these arrangements and as such, where the company wishes an individual to revert to the general provision of the agreement it will not do so without first providing the employee four months written notice of the company's intention.

SCHEDULE 6 – ALTERNATIVE WORKING CONDITIONS

- 1. Powerlink may offer to all new and existing employees Alternative Working Conditions where the classification of their position is at Salary Point 13.0 and above. Where these are offered, Powerlink will also offer the employee the option of remaining within the general terms and conditions of this Agreement, subject to the arrangements outlined below.
- 2. The acceptance of these arrangements by any employee is entirely voluntary. Employees being recruited into positions will not be required to make known which option they will choose until after they have been formally offered the position.
- 3. The following arrangements will apply to the Alternative Working Conditions:
 - a) 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.
 - b) The TEC Remuneration rate will be reviewed on an annual basis in the month of October and will be no less than the EA ten day rate for the employee's classification. Any increase in your 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.
 - c) The TEC Remuneration for the Employee's position nominated in the letter of offer 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.
 - d) Powerlink also recognises that it is important for employees to achieve a balance between professional and personal life and will work with employees in an endeavour to accommodate this balance whilst meeting expectations and needs of our customers and shareholders.
 - e) Part 3 (Rewards and Recognition), Part 4 (Time at Work), Clauses 36 (Transport), 38 (Being Available Outside Normal Hours) and 39 (Working Away From Home), Schedules 3 and 4 of this Agreement, will not apply for employees engaged under Alternative Working Conditions except for the following clauses which will apply.
 - I. Part 3 Clause 15 (Short Term additional Responsibilities),
 - II. Part 3 Clause 16 (Method of Payment),
 - III. Part 3 Clause 19 (Other Benefits)
 - IV. Part 4 Clause 29 (Working From Home),
 - V. Part 4 Clause 31 (Alternative Working Arrangements),
 - VI. Part 4 Clause 34 (Continuity of Service).
 - f) The Alternative Working Conditions will be read and interpreted in conjunction with this Agreement, provided that where there is any inconsistency between Alternative Working Conditions and the Agreement, the Alternative Working Conditions will take precedence to the extent of the inconsistency.

4. Reversion to Agreement Conditions

- 4.1 Employees who accept the Alternative Working Conditions may elect to revert to the general provisions of this Agreement by providing one month's written notice.
- 4.2 It is recognised that individuals may make additional personal financial commitments whilst under these arrangements and as such, where Powerlink requires an individual to so revert, it will not do so without first providing the employee with three months written notice of its intention. However, if during the three month notice period the employee receives notice of redundancy or advises Powerlink that they intend to retire no later than twelve months from the initiated three month notice, the employee will not be required to revert.

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- 4.3 When reverting to the Agreement the employee's salary point will be determined by the following:
 - a) the current grading of the position; or
 - b) the salary point of the employee prior to the commencement of the Agreement (if appropriate);or
 - c) the salary point of the position at the commencement of the Agreement; whichever is the higher.
- 4.4 Notwithstanding the above, a further salary point progression within the grade for the position may occur if it can be demonstrated that the employee has gained additional skills and knowledge relevant to the position sufficient to warrant such progression.

5. Review

Within the first three months of the agreement commencing, the parties will undertake a joint review of the provision of alternative working conditions under schedule 6. The review will be undertaken in accordance with agreed terms of reference between Unions and Powerlink.

SCHEDULE 7 – LIVE SUBSTATION WORK

1. Background

Powerlink Queensland has developed Live Substation Work utilising the following key principals, which will be maintained during the life of this Agreement:

- a) Ensure that Powerlink live substation training benchmarks remains common, wherever common with the internationally recognised standard IEC 61472-1998 Live Working Minimum Approach Distances Method of Calculation. The purpose of this is to identify any areas where Powerlink Live Substation training needs to be enhanced for safety reasons. Regular reviews will be undertaken by the Powerlink Queensland Live Steering Committee.
- b) Any gaps identified above are to be built into any future training requirements for live substation work, and in a way that ensures consistency.

2. Salary Arrangements

Progression for Live Substation Workers will be based on the number of tasks which need to be undertaken, as outlined below:

Timing of salary progression	Salary point	Example Number of tasks (assuming total is 12)
From implementation day	9.0	3
Twelve months from implementation day, or when 50% of the total tasks are performed, whichever is sooner	9.1	6
Twelve months from the previous step, or when 75% of the total tasks are performed, whichever is sooner	9.2	9
Twelve months from the previous step, or when 100% of the total tasks are performed, whichever is sooner	9.3	12

3. Definition

Implementation day is the date when all the training is completed by a staff member and the skills are used for the first time.

SCHEDULE 8 - LIVE LINE BARE HAND LINESPERSON PAY ARRANGEMENTS

- 1. The following are agreed arrangements for the continuation of bare hand live line work. These objectives will ensure a consistent approach with our skills and competency based career paths and relativities with other jobs.
- 2. On completion of the training all employees will be paid at Salary Point 9.0

3. Opportunities for Salary Progression – Approved Training Plans

Skill / Competency	Module equivalent
All employees will be provided the opportunity to gain job coordinator skills (see below). Use of these skills will be under the guidance of the Live Line Coordinator. An assessment of all employees will be undertaken twelve months after starting in the role, and those employees who have wanted to be trained, gained the skills and are competent will receive an increment of one salary point. If an employee has indicated a desire to undertake the training but Powerlink has not made the training available, the employee will automatically move to salary point 9.1 after twelve months.	All employees will have the opportunity to move one salary point after twelve months in the role.
Two employees will be offered training to perform bare hand live line work from a helicopter. Those who have not undertaken the previous training (aerial patrol, insulator washing, use of helicopter as a crane and platform work) will also need to undertake that training.	One salary point will apply when the training is completed.
There may be an opportunity in the future for one or two employees to assist the live line coordinator by gaining further work preparation skills such as developing work instructions and procedures.	At this stage it is not sure if these will be required. If they are it is likely to equate to one or two salary points.

4. Job Co-ordinator skills

- Putting together a Work Package as per QA Documentation
- Scope job (access site suitability, property owners / other utilities negotiations, arrangements)
- Collate Procedures (tower outlines, electrical clearances, check line tensions)
- Basic computer skills such as log on, email, CIR, etc
- Co-ordinate Live Line Equipment and hire of plant (cranes / EWP's etc if required)
- · Onsite Risk Assessments.
- · Line Methods Supervisor to Audit

Note: Job Co-ordinator skills are for individual towers or small numbers of towers as opposed to project co-ordination skills which are for larger jobs.

SCHEDULE 9A - SECTION 1: WEEKEND WORK ARRANGEMENTS

1. Application

- 1.1 This schedule records the terms and conditions of employment of the Substation Maintenance Team members who work the Weekend Work Arrangement. Employees entering into these arrangements do so on a voluntary basis, with the understanding that the numbers of employees on this Arrangement will not be expanded to any current Substation Maintenance employees or work groups unless an agreement is reached with the parties to this certified agreement. Additional numbers may be added to work the Weekend Work Arrangement in the Substation Maintenance Team in the future through an expression of interest or recruitment process.
- 1.2 This schedule should be read in conjunction with this Agreement. Where there is any inconsistency between this schedule and the Agreement the terms and conditions of this schedule will take precedence.

2. Work Pattern

- 2.1 This pattern provides an eight day fortnight which features a five day on four day off, three day on two day off arrangement over a fortnightly period. Each fortnightly period will include one Saturday and one Sunday as work days. The actual hours of work for each day will be nine hours and four minutes. Staff will work 72.5 hours over an eight day fortnight.
- Any requirements to work additional times which are not part of the standard work pattern would be regarded as overtime and paid at the appropriate penalty rates. However due to the variable nature of work demands, there may be a need to swap their allocated "days on". This will basically involve a transfer of a day to another week day. For example, an employee may need to work one of their allocated "days off" with the understanding that they will have another day off on a mutually acceptable day, within the next fortnight. If they are not able to take the other day off in that fortnight, they will be paid overtime for the day. No employee will be required to swap a Saturday or Sunday, unless this is mutually agreed.

3. Remuneration

- 3.1 All staff who work this Weekend Work Arrangement will receive an aggregated salary, which includes payment for:
 - a) All work performed during the regular scheduled work pattern, which includes the penalties associated with weekend work.
 - b) Substation and tool allowances
 - c) Leave loading
- 3.2 The relevant salary scale is attached at Attachment 1. Note that staff will continue to receive all Agreement base pay increases.
- 3.3 The aggregated salary will be used for all purposes, including superannuation, annual, personal/carer's and long service leave, overtime, performance pay and redundancy purposes.

4. Standby Arrangements

It is expected that employees on the Weekend Work Arrangement will be required to participate in the Standby Roster. However, by mutual agreement, the employees would not be required to be on Standby on their alternate weekend off. They will be required for Standby on any week day.

5. Annual Leave

Employees will receive 145 hours (four weeks) annual leave per annum. Leave is deducted at the rate of nine hours four minutes per day off, and will be paid at the applicable aggregate salary for such time.

6. Personal/Carer's Leave

Personal/Carer's leave will be accrued at the rate of ten days per annum in accordance with the National Employment Standards or Clause 47 of this Agreement, whichever is the greater. If an employee is unable to work on a rostered day of attendance, their leave balance is deducted at the rate of nine hours four minutes per day off, and will be paid at the applicable aggregate salary for such time.

7. Public Holidays

- Public holidays will be observed and taken on the gazetted day off wherever possible. This means that where the public holiday falls on a usual day of work for a crew, they will have this day off. If public holidays fall on a day when a crew is rostered off, a day will be added to their annual leave. Each year when the Public Holidays for the coming year are gazetted, the work crew will discuss and agree how public holidays will be observed. For example, should the work crew wish to take the actual day of Christmas (i.e.: 25 December) off, and work the gazetted public holiday, this will be accepted as long as the whole work crew agrees.
- 7.2 The agreed arrangements for observing and banking of public holidays will be recorded each year to ensure there is clarity on days of work and days off.

8. Pay Progression for Initial Appointees

- 8.1 Existing employees who are part of the initial Weekend Work Arrangement intake will receive an Approved Training Plan to advance their salary by two salary steps, up to a maximum of salary point 8.2 for Trade Technicians. One salary point will be effective from the date of appointment and the employee will then undertake the required training that related to achievement of this pay point.
- 8.2 An additional salary point will be paid at the completion of the next module of training specified in the training plan, or after twelve months, whichever is first. The required training will need to be successfully completed prior to the development of a future training plan. Future training progression will be in accordance with the Substation Maintenance team training plan.

9. Withdrawing from the Arrangement

- 9.1 If an employee, who was a Powerlink employee prior to starting the Weekend Work Arrangement, wishes to withdraw permanently from the arrangement, they need to provide at least one months' notice except in exceptional circumstances, to their Team Leader to allow sufficient time for a suitable replacement to be found. In this time both Powerlink and employee will make all reasonable efforts to ensure the employee's role on the weekend crew is filled by someone of equal skill and qualification.
- 9.2 The employee will return to the normal weekday roster and the aggregated payment of salary will cease. The employee will return to normal Agreement conditions. If the employee withdraws within the first six months of their appointment they will revert to their previous salary point, unless they have undertaken the training associated with their Approved Training Plan and can demonstrate competence. In this instance they will maintain their new salary point.
- 9.3 Any employees recruited from outside of Powerlink directly to the weekend roster will be expected to commit to the Weekend Work Arrangement. If they wish to change from this, they will need to apply for other positions in the organisation that work a different roster.
- 9.4 Where Powerlink no longer requires an employee to work the Weekend Work Arrangement, whether recruited internally or externally, Powerlink will provide the employee with one months' notice of the change, and the employee will be provided employment within the day workforce. The employee will maintain their salary pay point.

10. Temporary Substitution

- 10.1 If an employee needs to take one of their regular work days off, occasional or irregular swaps are permitted, with a minimum of two weeks' notice. The employee can arrange a swap of days with another similarly qualified and skilled employee from the alternate weekend work crew. The Substation Maintenance Team Leader and Work Coordinator are to be notified of the changes to assist with work planning.
- 10.2 If the employee is not able to find someone from the weekend work roster who is willing to swap days, they can apply for an annual leave day, and they will be replaced in the roster by someone from the regular week day roster.

11. Implementation

Weekend work arrangements will be implemented through a recruitment process. Employees who are selected will be expected to make a commitment to continuing on this Arrangement for the foreseeable future. A six month monitoring period will follow recruitment, with a formal review at three months to discuss and resolve any issues or concerns. This will include reviewing progress against the training plans, to ensure time is being made available for employees to fulfil their training plan requirements. Employees who are recruited will be paid the aggregate salary immediately upon starting the weekend roster.

SCHEDULE 9B - SECTION 2: SHORT TERM WEEKEND WORK ARRANGEMENTS

1. Application

- 1.1 This schedule records the terms and conditions of employment for employees that avail themselves to work, short term, on Powerlink work, for weekend coverage. All appointments to the Short Term Weekend Work Arrangement will be on a mutually agreed basis. A minimum of one months' notice is required.
- 1.2 The Short Term Weekend Work Arrangement will only be worked for a minimum of one month to a maximum of three months, unless otherwise agreed or renegotiated between the parties.
- 1.3 This schedule should be read in conjunction with this Agreement. Where there is any inconsistency between this schedule and the Agreement the terms and conditions of this schedule will take precedence. Where the schedule is silent the Agreement will apply.

2. Work Pattern

- 2.1 The pattern would provide either an eight or nine day fortnight depending on the work pattern agreed. Each fortnightly period would include Saturdays and Sundays as work days. The actual hours of work for each day will be either nine hours and four minutes for the eight day option; or eight hours and three minutes for the nine day option. Staff will work 72.5 hours over the fortnight.
- Any requirements to work additional times which are not part of the standard work pattern would be regarded as overtime and paid at the appropriate penalty rates. However due to the variable nature of work demands, there may be a need to swap their allocated "days on". This will basically involve a transfer of a day to another week day. For example, an employee may need to work one of their allocated "days off" with the understanding that they will have another day off on a mutually acceptable day, within the next fortnight. If they are not able to take the other day off in that fortnight, they will be paid overtime for the day. No employee will be required to swap a Saturday or Sunday, unless this is mutually agreed.

3. Remuneration

- 3.1 All staff who work this Weekend Work Arrangement will receive an aggregated salary, which includes payment for:
 - a) All work performed during the regular scheduled work pattern, which includes the penalties associated with weekend work
 - b) Substation and tool allowances
- 3.2 The relevant salary scale will be consistent with the methodology used in Attachment 1. Note that staff will continue to receive all Agreement base pay increases and conditions.
- 3.3 The aggregated salary will be used for all purposes, including superannuation, annual, personal/carer's leave, and long service leave, overtime, performance pay and redundancy purposes.

4. Annual Leave

Employees will receive 145 hours (four weeks) annual leave per annum. Leave is deducted at the rate that is normally worked each day, and will be paid at the applicable aggregate salary for such time.

5. Personal/Carer's Leave

Personal/Carer's leave will be accrued at the rate of 87 hours per annum. If an employee is unable to work on a rostered day of attendance, their leave balance is deducted at the rate that is normally worked each day, and will be paid at the applicable aggregate salary for such time.

6. Public Holidays

- Public holidays will be observed and taken on the gazetted day off wherever possible. This means that where the public holiday falls on a usual day of work for a crew, they will have this day off. If public holidays fall on a day when a crew is rostered off, a day will be added to their annual leave. Each year when the Public Holidays for the coming year are gazetted, the work crew will discuss and agree how public holidays will be observed. For example, should the work crew wish to take the actual day of Christmas (i.e. 25 December) off, and work the gazetted public holiday, this will be accepted as long as the whole work crew agrees.
- The agreed arrangements for observing and banking of public holidays will be recorded each year to ensure there is clarity on days of work and days off.

7. Pay Progression for Participants

Employees who are part of the Short Term Weekend Work Arrangement will be paid a rate equal to two additional Pay Points above their current grading, for their term on the Short Term Weekend Work Agreement.

8. Withdrawing from the Arrangement

- 8.1 If a Short Term Weekend Work Arrangement employee wishes to withdraw from the arrangement, the employee needs to provide at least two weeks' notice except in exceptional circumstances, to their Works Control Manager to allow sufficient time for a suitable replacement to be found. In this time both Powerlink and employee will make all reasonable efforts to ensure the employee's role on the weekend crew is filled by someone of equal skill and qualification.
- 8.2 If a suitable alternative employee cannot be found the arrangement for the team will be cancelled.
- 8.3 The employee will return to the normal weekday roster and the aggregated payment of salary and payment of the two additional Pay Points will cease. The employee will return to normal Agreement conditions.
- 8.4 Where Powerlink no longer requires an employee to work the Short Term Weekend Work Arrangement, whether recruited internally or externally, Powerlink will provide the employee with one months' notice of the change, and the employee will be provided employment within the day workforce.

9. Temporary Substitution

- 9.1 If an employee needs to take one of their regular work days off, occasional or irregular swaps are permitted, with a minimum of two weeks' notice. The employee can arrange a swap of days with another similarly qualified and skilled employee from the alternate weekend work crew. The Team Leader and Works Control Manager are to be notified of the changes to assist with work planning.
- 9.2 If the employee is not able to find someone from the weekend work roster who is willing to swap days, they can apply for an annual leave day, and they will be replaced in the roster by someone from the regular week day roster.
- 9.3 Employees who are recruited will be paid the aggregate salary immediately upon starting the

weekend.

Attachment 1: Aggregated Salaries

Weekend Worker - Trade Technician

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
4.0	\$127,620	\$131,449	\$135,392	10.1	\$169,483	\$174,567	\$179,804
4.1	\$129,712	\$133,603	\$137,611	10.2	\$171,582	\$176,729	\$182,031
4.2	\$131,809	\$135,763	\$139,836	10.3	\$173,676	\$178,886	\$184,253
5.0	\$133,901	\$137,918	\$142,056	11.0	\$174,718	\$179,960	\$185,359
5.1	\$135,998	\$140,078	\$144,280	11.1	\$177,070	\$182,382	\$187,853
5.2	\$138,084	\$142,227	\$146,494	11.2	\$179,439	\$184,822	\$190,367
6.0	\$140,183	\$144,388	\$148,720	11.3	\$181,800	\$187,254	\$192,872
6.1	\$142,280	\$146,548	\$150,944	11.4	\$184,160	\$189,685	\$195,376
6.2	\$144,368	\$148,699	\$153,160	11.5	\$186,519	\$192,115	\$197,878
7.0	\$146,461	\$150,855	\$155,381	12.0	\$188,892	\$194,559	\$200,396
7.1	\$148,553	\$153,010	\$157,600	12.1	\$191,255	\$196,993	\$202,903
7.2	\$150,646	\$155,165	\$159,820	12.2	\$193,621	\$199,430	\$205,413
8.0	\$152,740	\$157,322	\$162,042	12.3	\$195,980	\$201,859	\$207,915
8.1	\$154,830	\$159,475	\$164,259	12.4	\$198,347	\$204,297	\$210,426
8.2	\$156,931	\$161,639	\$166,488	12.5	\$200,709	\$206,730	\$212,932
9.0	\$159,023	\$163,794	\$168,708	13.0	\$203,067	\$209,159	\$215,434
9.1	\$161,116	\$165,949	\$170,927	13.1	\$206,994	\$213,204	\$219,600
9.2	\$163,209	\$168,105	\$173,148	13.2	\$210,922	\$217,250	\$223,768
9.3	\$165,300	\$170,259	\$175,367	13.3	\$214,843	\$221,288	\$227,927
10.0	\$167,404	\$172,426	\$177,599				

Note: The above rates include Substation Allowance, Tool Allowance, Weekend Penalties, Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

Weekend Worker - Power Worker

Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Salary Point	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
0.0	\$108,658	\$111,918	\$115,276	2.7	\$117,853	\$121,389	\$125,031
1.0	\$109,312	\$112,591	\$115,969	3.0	\$118,422	\$121,975	\$125,634
1.1	\$109,885	\$113,182	\$116,577	3.1	\$118,992	\$122,562	\$126,239
1.2	\$110,448	\$113,761	\$117,174	3.2	\$119,565	\$123,152	\$126,847
1.3	\$111,025	\$114,356	\$117,787	3.3	\$120,133	\$123,737	\$127,449
1.4	\$111,591	\$114,939	\$118,387	3.4	\$120,692	\$124,313	\$128,042
1.5	\$112,156	\$115,521	\$118,987	3.5	\$121,270	\$124,908	\$128,655
1.6	\$112,729	\$116,111	\$119,594	3.6	\$121,830	\$125,485	\$129,250
1.7	\$113,296	\$116,695	\$120,196	3.7	\$122,400	\$126,072	\$129,854
2.0	\$113,862	\$117,278	\$120,796	4.0	\$122,972	\$126,661	\$130,461
2.1	\$114,434	\$117,867	\$121,403	4.1	\$125,064	\$128,816	\$132,680
2.2	\$114,998	\$118,448	\$122,001	4.2	\$127,161	\$130,976	\$134,905
2.3	\$115,572	\$119,039	\$122,610	5.0	\$129,254	\$133,132	\$137,126
2.4	\$116,141	\$119,625	\$123,214	5.1	\$131,352	\$135,293	\$139,352
2.5	\$116,704	\$120,205	\$123,811	5.2	\$133,437	\$137,440	\$141,563
2.6	\$117,283	\$120,801	\$124,425				

Note: The above rates include Substation Allowance, Tool Allowance, Overtime Penalties, Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

Weekend Worker - Electrical Apprentice

	Rate	Apprentice Rates \$			Adult Apprentice Rates \$		
Trade Year	(% or Salary Point)	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023	Effective 01/03/2022	Effective 01/09/2022	Effective 01/03/2023
1	40	\$51,691	\$53,242	\$54,839	\$100,539	\$103,555	\$106,662
2	55	\$69,806	\$71,900	\$74,057	\$102,864	\$105,950	\$109,129
3	75	\$93,959	\$96,778	\$99,681	\$105,966	\$109,145	\$112,419
4	90	\$112,074	\$115,436	\$118,899	\$112,074	\$115,436	\$118,899
On Completion	Salary Point 4.0	\$124,151	\$127,876	\$131,712	\$124,151	\$127,876	\$131,712

Note: The above rates include Substation Allowance, Overtime Penalties, Annualised Leave Loading, EFT Allowance and Transmission Network Reliability Allowance.

SCHEDULE 10A - NETWORK OPERATIONS, POWER SYSTEM OPERATIONS NETWORK CONTROLLER ARRANGEMENTS

- 1. This Schedule records the terms and conditions of employment of the Network Operations, Power System Operations Network Controller Team.
- 2. This Schedule is based on the provisions of the Agreement. This Schedule shall be read and interpreted wholly in conjunction with the provisions of the Agreement, and where there is any inconsistency, this Schedule shall take precedence. Where the Schedule is silent the provisions of the Agreement shall apply.

3. Background

The terms and conditions contained in this Schedule reflect the needs of the Business, which requires flexibility from our staff to enable Network Operations to meet the challenges of the changing competitive industry. This Schedule provides the means to enable employees to respond to these and other changes as they occur.

4. Organisational Environment

- 4.1 This Schedule sets the conditions which will enable Network Operations to achieve its goals as required by the Business.
- 4.2 Network Controllers are required to work in an environment that is undergoing change. Work patterns and the way in which the demands are met will need to be monitored and be able to change to accommodate these circumstances.
- 4.3 Employees will rotate across three designated functions, defined below, which have varying work patterns, including day work hours. This is seen as a major benefit to employees in terms of quality of life and reduced social impact.
- 4.4 Staffing levels will be adjusted according to changing customer requirements. It is also anticipated that Off- Line work (see Clause 6 of this schedule) can be performed in conjunction with Real Time work (Clause 6 of this schedule) in times when this work is less demanding.

5. Management of Change

- 5.1 It is recognised that change within the electricity industry in Australia is both significant and ongoing. This schedule recognises two significant considerations emanating from the changes that are occurring:
 - Work patterns and demands must be flexible to accommodate influences brought about by:
 - Emergency
 - Day-of-week
 - Season
 - Project initiations
 - Maintenance process changes and
 - Industry reform processes
 - b) The need for a working environment that provides sufficient predictability such that individuals can plan and manage both their family and work commitments.
- 5.2 Adherence to the traditional "fixed-cyclic" shift roster arrangement does not allow for these two contradictory requirements to be addressed.

- 5.3 This Schedule addresses both these considerations by establishing:
 - a) A base set of conditions and understandings and
 - b) An agreed-to-process by which work rosters will be changed from time to time to adapt to the changing environment.
- 5.4 This agreement encapsulates the concept of a "Planning Period", which in the case of the Network Operations will see the roster continually set for a period of at least 15 weeks in advance, after the initial transition phase, to dynamically meet the changing environment.

6. Work Functions

- 6.1 **Operations work** includes both Real Time and Off-line work.
- Real Time work is work that is carried out collaboratively in a non-hierarchical manner and must be performed as the environment demands, and includes, but is not limited to, all work associated with monitoring of the network, voltage control, coordination of switching and outages, booking personnel in and out of substation and communication sites, network security analysis and contingency management. Real Time work is required 24 hours per day, seven days per week, 52 weeks per year.
- 6.3 **Off-line work** is work that must be undertaken to achieve a given timetable or outcome, but is more in the control of the employee, with regard to when this is done. Off-line work includes, but is not limited to preparation, checking and authorisation of switching sheets, project coordination activities, rostering, training and procedure/documentation development.

6.4 Outage Coordination work

- 6.4.1 The Outage Co-ordination task requires a SAHVEA Authorised Person (WAPA Clause 8 Definitions of Part 1) who has been assessed competent:
 - as a Switching Sheet Writer and Checker,
 - to negotiate and determine access / test requirements with an Applicant, and arranges for the production and issue of Switching Sheets and related Access / Test Permits, and
 - of understanding and completing the functions relating to outage coordination as detailed in SAHVEA.
- 6.4.2 Employees authorised in accordance with the definition a SAHVEA Authorised Person (WAPA Clause 8 Definitions of Part 1) will conduct the work within the roles of Network Coordinator. All employees in the Network Controller team will undertake these specific SAHVEA Outage Coordination roles and relevant skill maintenance over a ten week period approximately every two years with each role of Network Coordinator 1 and Network Coordinator 2 being of five weeks duration. Variations in this duration can occur following an agreement between all Network Controllers affected and approval of the Network Controller Team Leader.
- 6.4.3 Within the Outage Management process employed by Network Operations for access to the network, an enhanced requirement exists where, before a switching sheet can be allowed to be started, the outage must be 'Approved' by an authorised person. This function should be conducted by the Network Coordinator 1.
- 6.4.4 The person authorised to conduct the function of Network Coordinator 1 will require the minimum additional expertise:
 - Experience of control room protocols and operations
 - Experience of emergency operational requirements in the control room environment for the safe access of plant by relevant staff
 - Detailed knowledge of customer interfaces
 - Short-term outage coordination skills
 - Contingency analysis capabilities to authorise short notice works

- Authorised to 'Approve' outage requests for access to network plant and equipment.
- 6.4.5 The Outage Coordinator roles are responsible for the following:
 - Short-term Outage Coordination (a minimum notification time of twenty-eight days)
 Short-notice Outage Coordination (less than twenty-eight days notification time) upon approval of the Network Access Team Leader.
 - Progress of switching documentation preparation.
 - Liaising with applicants to determine specific needs of complex outages.
 - Working an eight, nine or ten day fortnight with working hours being determined following an agreement between each Authorised Person affected and approval of the relevant Team Leader ensuring that the business needs of Network Operations are met.

7. Responsibilities of Role

- 7.1 The ordinary hours of work will be determined according to a roster agreed upon by a majority of Network Controller team members in consultation with Powerlink to ensure the operational needs of Network Operations are met. Given this understanding, the responsibilities of the Network Controller team are to:
 - a) Provide staffing patterns that are able to respond to changing work patterns, seasonal demands, customer demands, fatigue management guidelines and other Stakeholder demands as needed. This recognises that the System Controller team operate in a changing environment, and need to be able to modify work practices, routines and work patterns to accommodate these changes. The System Network Controller team will need to work flexibly and positively to achieve these demands.
 - b) Ensure safe and healthy work practices are used at all times to take responsibility for personal safety and that of team members.
 - c) Work in a manner which ensures ongoing continuity of supply to customers.
 - d) Work towards the achievement of team goals to the full extent of personal capability.
 - e) Maintain confidentiality at all times of confidential information, which they may be privy to.
 - f) Work as members of a team, and therefore cooperate with each other fully, share information, treat each other with respect and perform their duties in an effective and efficient manner.
- 7.2 The range of duties which Network Controllers will carry out is described in the relevant Position Description. However, Network Controllers may be required to undertake other, additional or varied functions and responsibilities from time to time. Their reporting responsibilities or role may also alter. These changes would be discussed with the Network Controllers as they arise. However, the conditions and associated remuneration and other benefits will as a minimum, remain the same, unless it is mutually agreed to reconsider these, due to the extent of the changes.
- 7.3 Network Controllers will work in accordance with a patterned roster. The roster will be agreed between these Network Controllers and the Power System Operations Management Team consisting of the Manager Power System Operations and all Power System Operations Team Leaders. A Network Controller can express preferences in relation to the roster for a temporary period, (e.g. such as a request to not work a particular night for some weeks, due to family, study or community activities). Where possible, these preferences will be accommodated within the roster.

7.4 Network Controllers are able to swap their rostered attendances with other Network Controllers or a Power System Operations Team Leader where the rostered attendance of the Power System Operations Team Leader is a compatible function, with their mutual agreement and the approval of the Network Controller Team Leader. The responsibility for staffing those swapped attendances rests with the respective employees and all swaps must be compliant with current Powerlink Qld Fatigue Management Guidelines. No claims will be considered for additional loadings as the result of a mutual agreement by employees to swap attendances.

8. Work Environment

- 8.1 The Network Controller Team has three functions, which require differing work patterns and work requirements. The requirements of these three functions are described below:
 - a) Function 1 Real Time Operations is the Primary Network Monitoring function, and has a 24 hour, seven day work demand. The primary duties of this function will be to perform real time operations and is carried out collaboratively in a non-hierarchical manner, as defined above. Whoever is rostered to staff this function will be required to remain on duty until they are relieved by another employee.
 - b) Function 2 Off-line work is to support the real time operations function, and will typically be staffed Monday to Friday spanning the agreed twelve hour shift period. This function will typically perform off-line work but may be called on to assist with real time operations when work needs demand this. This work may be performed either in the Control Room or in other office areas, depending on the support required by the other functions, and the number of staff rostered to attend.
 - c) Function 3 The Network Coordinator function which carries out the Short-term Outage Coordination (a minimum notification time of twenty-eight days), Short-notice Outage Coordination (less than twenty-eight days notification time), progress of switching documentation preparation and liaising with applicants to determine specific needs of complex outages and will typically be staffed Monday to Friday spanning an agreed eight, nine or ten day, 72 ½ hour fortnight.

9. Expectations of Employees

- 9.1 Network Controller Team Committees Through participation in team committees, employees are encouraged to contribute to team tasks that include, but are not limited to:
 - a) Continuous work/process review
 - b) Systems development
 - c) Rostering
 - d) Recruitment
 - e) Training
- 9.2 This participation will enable all tasks to be completed inside the roster patterns in accordance with the terms of this agreement.
- 9.3 Network Operations Team meetings will be held monthly and all Network Controllers will be required to attend, unless on personal/carer's leave, on their twelve hour break between shifts, or on annual/long service leave. Meetings will be held when convenient to the majority of employees and booked into the Network Operations Calendar. By prior agreement with the Network Controller Team Leader, team meetings may be attended in person or via teleconferencing.

10. Conditions of Work

- 10.1 Network Controllers will be required to work on a rotating work pattern basis. Hours of work are to be an average 72.5 hours per fortnight. All Network Controllers may be required to be available outside rostered attendances to provide coverage as needed to manage contingencies unless otherwise agreed with the Network Controller Team Leader.
- As far as is possible to achieve, whilst also taking into account personal preferences, the rotations of work attendances will seek to ensure Power System Operations team members equity in the numbers of night shifts and weekends worked per year. This will be managed through effective rostering and leave approvals. Each employee will be able to access information relating to the number of weekend, night and public holiday shifts worked in comparison to other employees at any point in time.
- 10.3 Work patterns shall be worked according to a roster agreed upon between a majority of Network Controllers in consultation with the Power System Operations Management Team to ensure the operational needs of Network Operations are met whilst also taking into account, as far as is possible, the personal needs of the employees, and the work, health and safety needs of all parties. Where possible, work patterns will seek to maximise the leisure time of employees, to enable them to recuperate from the demands of work, and to enhance the quality of their personal life. Any change in start or finish times of the rostered shifts must be agreed to by the majority of the Network Controllers and the Power System Operations Management Team.
- In line with roster guidelines and fatigue management plans, the following conditions will apply in the development of work patterns for Network Controllers:
 - a) Network Controllers will work no more than two night attendances in a row if each attendance is of twelve hours duration. Any night attendance outside of this shall be determined by referencing the Network Operation Services Fatigue Management policies and procedures;
 - b) In accordance with Clause 6.4 of this Schedule, Network Controllers will perform the duties associated with the roles of Network Coordinators and relevant skill maintenance for a minimum of ten weeks approximately every two years, on a rotating basis, as determined by the normal cycle of the Network Controller section of the Power System Operations team roster;
 - Network Controllers will perform off-line work for periods each year, to ensure skills supporting the Real Time Operations function are maintained;
 - d) Network Controllers will be advised of their rostered attendances 15 weeks in advance, to enable them to plan their family situations accordingly.

11. Remuneration

- 11.1 All System Controllers will receive an annualised salary, which includes payment for:
 - a) All rostered attendances, including a component associated with weekend, afternoon and night attendances where applicable;
 - Communication of issues at end of shift to relieving Power System Operations team member:
 - c) Public holidays;
 - d) Leave loading:
 - e) Being available at times outside normal attendances as required by Network Controller Team Leader to fill roster requirements;
 - f) Additional hours relating to resourcing the control room for unplanned absences, roster maintenance or to attend training, up to 36 hours per year;
 - g) Attending monthly team meetings;

- h) Up to one hour may be worked beyond the end of a rostered attendance at the employee's discretion. This category of additional hours is not recorded in the Additional Hours database, and requires no approval. Payment for this kind of additional work is included in the flexibility component built into the annualised salary;
- i) Being flexible to short notice shift changes via mutual agreement of the Network Controller and the Network Controller Team Leader to meet the needs of the business.
- An additional component of 40% has been included in the annualised salary to compensate staff for the above listed items. The salaries of the Network Controller team will be in accordance with Grades 2, 3 and 4 of the System Controllers stream of the Career Path documents. The Career Path documents describe the means of progression through these grades, based on acquisition of required competencies. It is not envisaged that employees will use competencies from Grade 5, even though they may possess these competencies. If the scope of functions performed by the Network Controller team change to the extent that persons employed within the team are required to utilise competencies from Grade 5 to execute the duties associated with those changed functions, then the role of individuals affected by the changes will be reviewed and those same employees will be paid at the higher level competencies from then on.
- 11.3 The annualised salary (<u>Schedule 4D</u>) will be used for "all Purposes" e.g. Superannuation, Annual Leave, Redundancy, Personal/Carer's leave and Long Service Leave. Salary increases will be consistent with the Agreement.

12. Working of Additional Hours

- 12.1 Additional hours are defined as any work done outside of normal rostered attendances. It is anticipated that additional hours may need to be worked in the following circumstances.
 - a) Additional hours that are required in order to continue to maintain minimum rosters with adequate staff. This may arise either as a result of being called in or because the employee rostered to relieve another employee who is finishing their attendance is delayed or is unable to attend due to illness. In this eventuality, the employee who is completing their attendance will typically be required to remain at their function until relieved. Such additional hours are automatically approved to be worked, but must be recorded in the Additional Hours database if greater than 1 hour. If the additional time is less than 1 hour then it is recompensed under the flexibility component of the annualised salary.
 - b) Additional hours which are necessitated due to an unanticipated increase in work load. Such additional hours require the prior approval of the Network Controller Team Leader or if required the Manager Power System Operations and must be recorded in the Additional Hours database.
 - c) Additional hours worked for the purpose of progressing capital project work will be approved by the Network Controller Team Leader and booked to that project. Such work will be paid at double time on the annualised rate of the employee.
- Additional hours worked by all Network Controller team employees will be recorded in the database, and will be monitored and reviewed regularly, to ensure that all Power System Operations team members work an approximately equivalent amount of such additional hours each year. Prior to approval of any further additional hours to be worked by an employee beyond their 36 hours, all efforts will be made to ensure all staff have worked their required hours. Any additional hours which are approved to be worked in excess of this 36 hours will be paid at double time on the annualised rate of the employee.

13. Leave

- 13.1 Network Controller team employees are entitled to five weeks paid annual leave per annum.
- Due to staffing numbers, up to four Power System Operations team members may take leave at any one time, which will be taken at mutually agreed times, as far as is possible.

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- 13.3 More than four Power System Operations team members may be approved to take leave at any one time if the leave is to be taken during a period of reduced work load. This period of reduced work load is to be determined by the Network Controller Team Leader and is conditional that sufficient coverage for contingencies is maintained and that the additional leave is only made available close to the period of reduced work load when all considerations can be made. Approval for this leave is at the discretion of the Network Controller Team Leader.
- As staffing numbers increase this number may increase if it is found to be manageable. This will ensure there is still sufficient coverage for training and other contingencies if necessary.
- 13.5 If a Statutory Holiday falls on a day that a Network Controller team employee is rostered off, an extra day will be added as an RDOB. Where an employee is rostered to be available on a Public Holiday, they will have an additional twelve hours added as an RDOB.
- 13.6 Leave rosters will be managed by the Power System Operations team members. In the event of not being able to resolve conflicting leave requests at the employee level, the Manager Power System Operations will decide the outcome on a case by case basis. Other leave conditions are as defined in the Agreement.

14. Personal / Carer's Leave

- 14.1 Personal / carer's leave is accumulated at the rate of 10 days per annum in accordance with the National Employment Standards or Clause 47 of the Agreement, whichever is the greater.
- 14.2 All other leave entitlements shall be in accordance with the Agreement.

SCHEDULE10B - NETWORK OPERATIONS, POWER SYSTEM OPERATIONS TEAM LEADER ARRANGEMENTS

- 1. This Schedule records the terms and conditions of employment of the Network Operations, Power System Operations Team Leaders.
- 2. This Schedule is based on the provisions of the Agreement. This Schedule shall be read and interpreted wholly in conjunction with the provisions of the Agreement, and where there is any inconsistency, this Schedule shall take precedence. Where the Schedule is silent the provisions of the Agreement shall apply.

3. Background

The terms and conditions contained in this Schedule reflect the needs of the Business, which requires flexibility from our staff to enable Network Operations to meet the challenges of the changing competitive industry. This Schedule provides the means to enable Team Leaders to respond to these and other changes as they occur.

4. Organisational Environment

- 4.1 This Schedule sets the conditions which will enable Network Operations to achieve its goals as required by the Business.
- 4.2 Team Leaders are required to work in an environment that is undergoing change. Work patterns and the way in which the demands are met will need to be monitored and be able to change to accommodate these circumstances.
- 4.3 Team Leaders will rotate across three designated functions, defined below, which have varying work patterns, including day work hours. This is seen as a major benefit to the Team Leaders in terms of quality of life and reduced social impact.
- 4.4 Staffing levels will be adjusted according to changing customer requirements. It is also anticipated that Off- Line work (see Clause 6 of this schedule) can be performed in conjunction with Real Time work (Clause 6 of this schedule) in times when this work is less demanding.

5. Management of Change

- 5.5 It is recognised that change within the electricity industry in Australia is both significant and ongoing. This schedule recognises two significant considerations emanating from the changes that are occurring:
 - a) Work patterns and demands must be flexible to accommodate influences brought about by:
 - Emergency
 - Day-of-week
 - Season
 - Project initiations
 - Maintenance process changes and
 - Industry reform processes
 - b) The need for a working environment that provides sufficient predictability such that individuals can plan and manage both their family and work commitments.
- 5.6 Adherence to the traditional "fixed-cyclic" shift roster arrangement does not allow for these two contradictory requirements to be addressed.

- 5.7 This Schedule addresses both these considerations by establishing:
 - a) A base set of conditions and understandings and
 - b) An agreed-to-process by which work rosters will be changed from time to time to adapt to the changing environment.
- 5.8 This agreement encapsulates the concept of a "Planning Period", which in the case of the Network Operations will see the roster continually set for a period of at least 15 weeks in advance, after the initial transition phase, to dynamically meet the changing environment.

6. Work Functions

- 6.1 **Team Leader work** includes Real Time, Off-line work and Network Controller Team Leader work.
- Real Time work is work that is carried out collaboratively in a non-hierarchical manner and must be performed as the environment demands, and includes, but is not limited to, all work associated with monitoring of the network, voltage control, coordination of switching and outages, booking personnel in and out of substation and communication sites, network security analysis and contingency management. Real Time work is required 24 hours per day, seven days per week, 52 weeks per year.
- 6.3 **Off-line work** is work that must be undertaken for the provision of support to the rostered Network Controller Team Leader for project activities, roster management, training development/delivery and procedure/documentation development. It is also undertaken to carry out activities related to monitoring and provision of feedback on the overall performance of individuals within your allocated Network Controller Team.
- 6.4 Network Controller Team Leader work is responsible for the following:
 - a) Power System Operations Team Leaders will share the rostered function of Network Controller Team Leader on a shared basis as determined by the normal rotation through the Power System Operations Team Leader section of the Power System Operations team roster. All Team Leaders will undertake this function over a fifteen week period approximately every forty-five weeks with the remaining thirty weeks in the real time work and off line work functions as determined by the Power System Operations Team Leader section of the Power System Operations team roster. Variations in this duration can occur following an agreement between all Team Leaders affected and approval of the Manager Power System Operations.
 - b) Leading the efficient delivery of Network Controller services associated with real time operation of Powerlink's transmission network,
 - c) Ensure the effective development of capability and performance across the Network Controller team members in order to ensure safe and reliable operation of Powerlink's transmission network.
 - d) As the rostered Network Controller Team Leader working a ten day, eighty hour fortnight that includes on call arrangements and all overtime and allowances ensuring that the business needs of Network Operations are met with those hours worked complying with Powerlink Qld Fatigue Management Guidelines.

7. Responsibilities of Role

- 7.1 The ordinary hours of work will be determined according to a roster agreed upon by a majority of Power System Operations Team Leaders in consultation with Powerlink to ensure the operational needs of Network Operations are met. Given this understanding, the responsibilities of the Power System Operations Team Leaders are to:
 - a) Provide staffing patterns that are able to respond to changing work patterns, seasonal demands, customer demands, fatigue management guidelines and other Stakeholder demands as needed. This recognises that the Power System Operations Team Leaders operate in a changing environment, and need to be able to modify work practices, routines and work patterns to accommodate these changes. The Team Leaders will need to work flexibly and positively to achieve these demands.

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- b) Ensure safe and healthy work practices are used at all times to take responsibility for personal safety and that of team members.
- c) Work in a manner which ensures ongoing continuity of supply to customers.
- d) Work towards the achievement of team goals to the full extent of personal capability.
- e) Maintain confidentiality at all times of confidential information, which they may be privy to.
- f) Work as members of a team, and therefore cooperate with each other fully, share information, treat each other with respect and perform their duties in an effective and efficient manner.
- 7.2 The range of duties which Power System Team Leaders will carry out is described in the relevant Position Description. However, Team Leaders may be required to undertake other, additional or varied functions and responsibilities from time to time. Their reporting responsibilities or role may also alter. These changes would be discussed with the Team Leaders as they arise. However, the conditions and associated remuneration and other benefits will as a minimum, remain the same, unless it is mutually agreed to reconsider these, due to the extent of the changes.
- Power System Operations Team Leaders will work in accordance with a patterned roster. The roster will be agreed between Network Controllers and the Power System Operations Management Team consisting of the Manager Power System Operations and all Power System Operations Team Leaders. A Team Leader can express preferences in relation to the roster for a temporary period, (e.g. such as a request to not work a particular night for some weeks, due to family, study or community activities). Where possible, these preferences will be accommodated within the roster.
- Power System Operations Team Leaders are able to swap their rostered attendances with other Team Leaders or a Network Controller where the rostered attendance of the Network Controller is a compatible function, with their mutual agreement and the approval of the Network Controller Team Leader. The responsibility for staffing those swapped attendances rests with the respective employees and all swaps must be compliant with current Powerlink Qld Fatigue Management Guidelines. No claims will be considered for additional loadings as the result of a mutual agreement by employees to swap attendances.

8. Work Environment

- 8.1 The Power System Operations Team Leaders have three functions, which require differing work patterns and work requirements. The requirements of these three functions are described below:
 - a) Function 1 Real Time Operations is the Primary Network Monitoring function, and has a 24 hour, seven day work demand. The primary duties of this function will be to perform real time operations and is carried out collaboratively in a non-hierarchical manner, as defined above. Whoever is rostered to staff this function will be required to remain on duty until they are relieved by another employee.
 - b) Function 2 Off-line work is to support the rostered Network Controller Team Leader function, and will typically be staffed Monday to Friday spanning the agreed twelve hour shift period. This function will typically provide support to the rostered Network Controller Team Leader and to also carry out activities related to monitoring and provision of feedback on the overall performance of individuals within your allocated Network Controller Team. A Team Leader may be called on to assist with real time operations when work needs demand this. This work may be performed either in the Control Room or in other office areas, depending on the support required by the other functions, and the number of staff rostered to attend.
 - c) Function 3 The Network Controller Team Leader function is the primary team leader function and is the primary contact for all Power System Operations Team Leader related functions. All Team Leaders not rostered as the Network Controller Team Leader will report to the Network Controller Team Leader. This hierarchal pathway is to ensure Power System Operations provide a clear, single path of communication and reporting for Network Controllers, other Network Operations staff and all other Stakeholders. The Network Controller Team Leader function will typically be staffed Monday to Friday spanning an agreed ten day, eighty hour fortnight while also providing after hours on-call support to Network Operations including the control room. This function leads the efficient delivery of Network Operations services associated with real time operation of Powerlink's transmission network while ensuring the

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effective development of capability and performance across the Power System Operations team members in order to ensure safe and reliable operation of Powerlink's transmission network.

9. Expectations of Employees

- 9.1 Network Controller Team Committees Power System Operations Team Leaders are encouraged to establish and lead Network Controller Team Committees. Through participation in team committees, Network Controllers are encouraged to contribute to team tasks that include, but are not limited to:
 - a) Continuous work/process review
 - b) Systems development
 - c) Rostering
 - d) Recruitment
 - e) Training
- 9.2 This participation will enable all tasks to be completed inside the roster patterns in accordance with the terms of this agreement.
- 9.3 Network Operations Team meetings will be held monthly and all Power System Operations Team Leaders will be required to attend, unless on personal/carer's leave, on their twelve hour break between shifts, or on annual/long service leave. Meetings will be held when convenient to the majority of Network Operations employees and booked into the Network Operations Calendar. By prior agreement with the Network Controller Team Leader, team meetings may be attended in person or via teleconferencing.

10. Conditions of Work

- 10.1 Power System Operations Team Leaders will be required to work on a rotating work pattern basis. Hours of work are based on specific functions. For the real time operations function and the off line function the hours of work are to be an average 72.5 hours per fortnight. During these work functions Power System Operations Team Leaders may be required to be available outside rostered attendances to provide coverage as needed to manage contingencies unless otherwise agreed with the Network Controller Team Leader. For the rostered Network Controller Team Leader function the hours of work are to be an average eighty hour fortnight plus some overtime while also providing after hours on-call support to Network Operations and the control room.
- 10.2 After hours on-call support to Network Operations and the control room will be a shared responsibility of the Manager Power System Operations and the rostered Network Controller Team Leader. The on-call support rostering arrangement will be worked in accordance with a patterned roster. The patterned roster will be agreed to between the Power System Operations Team Leaders and the Manager Power System Operations.
- 10.3 As far as is possible to achieve, whilst also taking into account personal preferences, the rotations of work attendances will seek to ensure Power System Operations team members equity in the numbers of night shifts and weekends worked per year. This will be managed through effective rostering and leave approvals. Each employee will be able to access information relating to the number of weekend, night and public holiday shifts worked in comparison to other employees at any point in time.
- Work patterns shall be worked according to a roster agreed upon between a majority of Network Controllers in consultation with the Power System Operations Management Team to ensure the operational needs of Network Operations are met whilst also taking into account, as far as is possible, the personal needs of the employees, and the work, health and safety needs of all parties. Where possible, work patterns will seek to maximise the leisure time of employees, to enable them to recuperate from the demands of work, and to enhance the quality of their personal life. Any change in start or finish times of the rostered shifts must be agreed to by the majority of the Network Controllers and the Power System Operations Management Team.
- 10.5 In line with roster guidelines and fatigue management plans, the following conditions will apply in the

development of work patterns for Power System Operations Team Leaders:

- a) Power System Operations Team Leaders will work no more than two night attendances in a row if each attendance is of twelve hours duration. Any night attendance outside of this shall be determined by referencing the Network Operations Fatigue Management policies and procedures;
- b) Power System Operations Team Leaders will perform the duties associated with the function of Network Controller Team Leader for a minimum of fifteen weeks approximately every forty-five weeks, on a rotating basis, as determined by the normal cycle of the Power System Operations Team Leaders section of the Power System Operations team roster;
- c) Power System Operations Team Leaders will perform off-line work for periods each year;
- d) Power System Operations Team Leaders will be advised of their rostered attendances 15 weeks in advance, to enable them to plan their family situations accordingly.

11. Remuneration

- 11.1 All Power System Operations Team Leaders will receive an annualised salary, which includes payment for:
 - a) All rostered attendances, including a component associated with weekend, afternoon and night attendances where applicable;
 - b) Communication of issues at end of shift to relieving Power System Operations team member;
 - c) Public holidays;
 - d) Leave loading;
 - e) Being available at times outside normal attendances as required by Network Controller Team Leader to fill roster requirements;
 - f) Additional hours relating to resourcing the control room for unplanned absences, roster maintenance or to attend training, up to 24 hours per year;
 - g) Attending monthly team meetings;
 - Up to one hour may be worked beyond the end of a rostered attendance at the employee's discretion. This category of additional hours is not recorded in the Additional Hours database, and requires no approval. Payment for this kind of additional work is included in the flexibility component built into the annualised salary;
 - Being flexible to short notice shift changes via mutual agreement of the Team Leader and the Network Controller Team Leader to meet the needs of the business.
- 11.2 Network Controller Team Leader role (FWA role);
 - a) Working a ten day, eighty hour fortnight,
 - b) Participating in an on call after hours arrangement,
 - c) All reasonable overtime and allowances.
- 11.3 An additional component of 38.5% has been included in the annualised salary to compensate staff for the above listed items. The salaries of the Power System Operations Team Leaders will be in accordance with Grades 5 of the System Controllers stream of the Career Path documents. The Career Path documents describe the means of progression to this grade, based on acquisition of required competencies.
- 11.4 The annualised salary component (<u>Schedule 4E</u>) will be used for "all Purposes" e.g.: Superannuation, Annual Leave, Redundancy, Personal/Carer's leave and Long Service Leave. Salary increases will be consistent with the Agreement.

12. Working of Additional Hours

12.1 Additional hours are defined as any work done outside of normal rostered attendances when carrying out the functions of real time operations or Off-line work. It is anticipated that additional hours may need to be worked in the following circumstances.

- Additional hours that are required in order to continue to maintain minimum rosters with adequate staff. This may arise either as a result of being called in or because the employee rostered to relieve another employee who is finishing their attendance is delayed or is unable to attend due to illness. In this eventuality, the employee who is completing their attendance will typically be required to remain at their function until relieved. Such additional hours are automatically approved to be worked, but must be recorded in the Additional Hours database if greater than 1 hour. If the additional time is less than 1 hour then it is recompensed under the flexibility component of the annualised salary.
- 12.3 Additional hours which are necessitated due to an unanticipated increase in work load. Such additional hours require the prior approval of the Network Controller Team Leader or if required the Manager Power System Operations and must be recorded in the Additional Hours database.
- 12.4 Additional hours worked for the purpose of progressing capital project work will be approved by the Network Controller Team Leader and booked to that project. Such work will be paid at double time on the annualised rate of the employee.
- Additional hours worked by all Power System Operations Team Leaders will be recorded in the database, and will be monitored and reviewed regularly, to ensure that all Power System Operations team members work an approximately equivalent amount of such additional hours each year. Prior to approval of any further additional hours to be worked by a Team Leader beyond their 24 hours, all efforts will be made to ensure all staff have worked their required hours. Any additional hours which are approved to be worked in excess of this 24 hours will be paid at double time on the annualised rate of the employee.

13. Leave

- 13.1 Power System Operations Team Leaders are entitled to five weeks paid annual leave per annum.
- Due to staffing numbers, up to four Power System Operations team members may take leave at any one time, which will be taken at mutually agreed times, as far as is possible.
- More than four Power System Operations team members may be approved to take leave at any one time if the leave is to be taken during a period of reduced work load. This period of reduced work load is to be determined by the Network Controller Team Leader and is conditional that sufficient coverage for contingencies is maintained and that the additional leave is only made available close to the period of reduced work load when all considerations can be made. Approval for this leave is at the discretion of the Network Controller Team Leader.
- As staffing numbers increase this number may increase if it is found to be manageable. This will ensure there is still sufficient coverage for training and other contingencies if necessary.
- 13.5 If a Statutory Holiday falls on a day that a Power System Operations Team Leader is rostered off when carry out either the real time operations function or off-line work function, an extra day will be added as an RDOB. Where an employee is rostered to be available on a Public Holiday, they will have an additional twelve hours added as an RDOB.
- 13.6 Leave rosters will be managed by the Power System Operations team members. In the event of not being able to resolve conflicting leave requests at the team level, the Manager Power System Operations will decide the outcome on a case by case basis. Other leave conditions are as defined in the Agreement.

14. Personal / Carer's Leave

- 14.1 Personal / carer's leave is accumulated at the rate of 10 days per annum in accordance with the National Employment Standards or Clause 47 of the Agreement, whichever is the greater.
- 14.2 All other leave entitlements shall be in accordance with the Agreement.

SCHEDULE 11 - STARTING ON SITE

This model is based on time zones associated with two reference sites, namely substation H16
Rocklea and the Virginia complex. In general persons living north of the Brisbane River would be
associated with the Virginia zone and those living south of the Brisbane River would be associated
with the H16 Rocklea zone.

2. Start and Finish Times

- 2.1 The model relates to the travelling time from a person's home to their relevant reference site. This time is referred to below as "X" minutes.
- 2.2 For remote work teams, communication between the manager, work coordinator, and field staff is the key to success.
- 2.3 The start/finish times mentioned in this document are times which can be varied by agreement.

3. Starting Times

- 3.1 If the work site is closer to their home than their relevant reference site, then staff would start at the work site at 7.25am.
- 3.2 If the work site is further away from their home than their relevant reference site, staff would leave home at "X" minutes before 7.25am.

4. Finishing Times

- 4.1 If the work site is closer to their home than their relevant reference site, then staff would finish at the work site at 3.58pm.
- 4.2 If the work site is further away from their home than their relevant reference site, staff would leave the work site at a time to arrive home at 3.58 p.m. plus "X" minutes.

5. Staff Living Close To Their Reference Site

Staff who attend a work site that is within twenty minutes of their home, where home is within fifteen minutes of their reference site, they would start at the work site at 7.25am and finish at the work site at 3.58pm at any work sites.

6. Virginia

When staff are required to start at Virginia they would start at 7.25am and finish at 3.58pm. For any extended periods, a mutually acceptable arrangement should be agreed with their Manager.

7. Additional Time On Site

Where staff travel in excess of "X" minutes, this time will normally reduce the time spent at the work site that day. If there is a requirement to be at the work site for greater than this time, the time difference will be paid by agreement with the immediate manager as overtime.

SUMMARY

Work Site Location Relative To Home	Arrive At Work Site Times	Depart From Home Times	Finish At Work Site Times	Arrive At Home Times
Closer than relevant reference site	Normal start time (7.25am)	-	Normal finish time (3.58pm)	-
Further away than relevant reference site	-	Normal start time – "X" mins	-	Normal finish time + "X" mins
Work Sites within 20 mins of home where home is within 15 mins of relevant reference site	Normal start time	-	Normal finish time	-
Virginia office	Normal start time	-	Normal finish time	-

8. Overtime

The above principles will also apply for stand-alone planned overtime outside of normal hours.

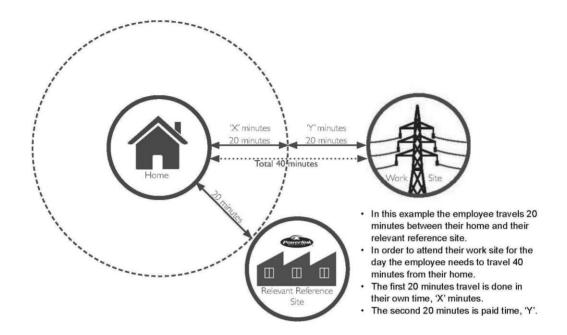
9. Emergency Call Out

Travel time for emergency callout duties begins and ceases at the employee's home.

10. Vehicle Usage

- 10.1 The parties acknowledge the mutual benefits to be gained from utilising Powerlink vehicles for starting and finishing on the job. Guidelines for such use, including starting and finishing time are set out above.
- Where employees use a Powerlink vehicle, they are expected to ensure the most efficient system of picking up co-workers is utilised. For example, where an employee lives the greatest distance from a particular job, it would be expected that the employee would be the one taking the vehicle home. On Call / Standby duties however, may require this to change on occasion.
- 10.3 Powerlink acknowledges that these start on site provisions do not, in any way, take away the employee's right to claim overtime / travelling time.

EXAMPLE



IN THE FAIR WORK COMMISSION

FWC Matter No AG2020/2733

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 undertakings with respect to the Working at Powerlink 2020 Union Collective Agreement ("the Agreement").

- 1 Clause 52 2 of the Agreement which provides for the resumption of work due to the cancellation of parental leave, will be taken to be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 2. Clause 47 1 3 of the Agreement which relates to carer's leave, will be taken to include a member of the employee's household in accordance with the National Employment Standards (NES) Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency
- 3 Clause 55 71 of the Agreement which provides that Powerlink and 60% of employees within a defined work group or team may agree to substitute a public holiday, will be taken to be read and interpreted in conjunction with the National Employment Standards (NES) Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency
- 4 Clause 61 of the Agreement which provides family violence leave in accordance with Powerlink procedure, will be taken to be read and interpreted in conjunction with the National Employment Standards (NES) Where there is an inconsistency between the agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency

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

Dennito	Signature
14/10/2020	Date

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
 - (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
 - (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
 - (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing at any time.