



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

AGL Energy Limited
(AG2020/3597)

AGL HYDRO AGREEMENT 2020

Electrical power industry

COMMISSIONER JOHNS

SYDNEY, 23 DECEMBER 2020

Application for approval of the AGL Hydro Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *AGL Hydro Agreement 2020* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by AGL Energy Limited. The Agreement is a single enterprise agreement.

[2] 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.

[3] The Construction, Forestry, Maritime, Mining and Energy Union, Australian Municipal, Administrative, Clerical and Services Union and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of 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) I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 December 2020. The nominal expiry date of the Agreement is 24 September 2024.



COMMISSIONER

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AGL HYDRO AGREEMENT 2020

1. TITLE

This Agreement shall be known as the **AGL Hydro Agreement 2020** {hereinafter referred to as the “Agreement”}.

2. ARRANGEMENT

The Agreement is arranged as follows:

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3. PARTIES BOUND

This Agreement shall be binding upon the following Parties:

- 3.1 AGL Energy Limited (ABN 74 115 061 375) and/or, unless there is an order to the contrary, any company which becomes a successor employer in respect of relevant employees pursuant to the transfer of business provisions of the Act {hereinafter referred to as the “Company”};
- 3.2 employees of the Company as provided in clause 4;
- 3.3 the Construction, Forestry, Maritime, Mining and Energy Union, Mining and Energy Division, Victorian District Branch {hereinafter referred to as the “CFMMEU”};
- 3.4 the Australian Municipal, Administrative, Clerical and Services Union, Victorian Authorities and Services Branch (Australian Services Union) {hereinafter referred to as the “ASU”}; and
- 3.5 the Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Electrical Division, Victorian Branch {hereinafter referred to as the “ETU”}.

4. APPLICATION

The Agreement applies to all employees of the Company who:

- 4.1 are based at Mount Beauty or Eildon; and
- 4.2 fall within the classifications in clause 28; and
- 4.3 perform administration, operational and/or maintenance functions in connection with hydro assets as defined in clause 6 {hereinafter referred to as “Employees”}.

5. DATE & PERIOD OF OPERATION

- 5.1 This Agreement shall operate from the 7th day after the date of approval by the Fair Work Commission {“FWC”} and shall remain in force until 24 September 2024
- 5.2 This Agreement will continue to apply to the Parties after its nominal expiry date until such time as it is terminated or replaced by a new agreement.
- 5.3 This Agreement will be read and interpreted in conjunction with the National Employment Standards under the Act {hereinafter referred to as the “NES”}. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to Employees, the NES will apply to the extent of the inconsistency. For the avoidance of doubt, where this Agreement is more beneficial in a particular respect to an employee, then this Agreement shall prevail to the extent of the inconsistency.

6. DEFINITIONS

- 6.1 “Act” means the *Fair Work Act 2009* (Cth), as amended.
- 6.2 “Agreement” means the AGL Hydro Agreement 2020.

- 6.3 “FWC” means the Fair Work Commission.
- 6.4 “Parties” means those parties listed in sub-clauses 3.1 to 3.5 inclusive.
- 6.5 “Union” (or “Unions”) means one (or all) of those unions listed in sub-clauses 3.3 to 3.5 inclusive.
- 6.6 “Company” means that party listed in clause 3.1.
- 6.7 “Employee” means a person employed under this Agreement as provided in clause 4.
- 6.8 “Basic weekly salary” means the weekly salary, inclusive of annual leave loading payable to an Employee pursuant to Attachment 1, without any other additions unless expressly provided in this Agreement.
- 6.9 “Double time” means the ordinary rate of pay multiplied by two.
- 6.10 “Double time and a half” means the ordinary rate of pay multiplied by two and a half.
- 6.11 “Ordinary rate of pay” means the sum ascertained by dividing the basic weekly salary plus temporary increment, when applicable for a position, by the number of ordinary weekly working hours specified for that position.
- 6.12 “Hydro assets” includes dams, ponds, weirs, aqua-ducts, pipelines, fore-bays, tunnels, tail-races, depots, workshops, control centres, buildings, grounds, power stations, switch-yards, transmission lines, water catchments, streams, easements, roads, vehicles and plant.
- 6.13 “Annualised salary” means the basic weekly salary multiplied by 52.1667.

7. DISPUTE RESOLUTION

- 7.1 In the event of any dispute arising as to the interpretation or application of this Agreement, or any matter arising in the course of employment, including matters in relation to the NES, the following procedure will apply.

Step 1 The matter will in the first instance be discussed between the Employee(s) and the immediate supervisor involved.

If the matter remains unresolved;

Step 2 It will be referred for discussion between the Company’s representative and the Employee, and where the Employee chooses, the Union representative (and/or other nominated Employee representative).

If the matter remains unresolved;

Step 3 It will be referred for discussion between the Company’s upper management and the Employee, and where the Employee chooses, their Union official (and/or other nominated Employee representative).

If the matter remains unresolved;

Step 4 It will be referred to the FWC for conciliation and/or arbitration.

- 7.2 By agreement between the respective representatives, any or all of the above steps may be bypassed in the interests of speedy resolution of the dispute.
- 7.3 During the entire period, from the time when the dispute first arises until the time of its resolution (whether by discussion or negotiation, or by proceedings before the FWC), 'normal work' shall continue, unless the performance of normal work would place at risk the health or safety of the Employee(s) concerned. No party shall suffer any prejudice as to the resolution of the matter by reason only that normal work continues as required by this paragraph.
- 7.4 'Normal work' means the work normally performed by an Employee. In circumstances where there is a dispute concerning proposed changes, the work or management practices in place immediately before the introduction of those changes will remain in place until resolution of the matter under this disputes procedure.

Final step (Step 5)

- 7.5 In the event that the preceding steps have failed to resolve the dispute, either party to this Agreement may refer the dispute to the FWC for conciliation and/or arbitration pursuant to section 739 of the Act.
- 7.6 It is the intention of the parties that in fulfilment of this clause, the FWC shall exercise the functions and powers normally associated with private arbitration. Accordingly, the parties expressly confer upon the FWC the full range of conciliation and arbitration powers necessary to resolve the matter or matters in dispute.
- 7.7 For the avoidance of doubt, the parties consent to the FWC exercising any powers or functions reasonably incidental to the conciliation and/or arbitration of the dispute.
- 7.8 The parties agree that any decision or determination of the FWC under this clause shall be binding and final subject to rights of appeal under the Act.

Costs and expenses

- 7.9 Employees who are directly involved in the matter will be released from normal duties without loss of pay to be witnesses and/or assist in case preparation and/or attend the proceedings of the FWC. In the event that the parties fail to agree on the identity or number of persons who qualify under this clause, the question shall be determined by the FWC as part of this clause.
- 7.10 Each party to the dispute will meet their own legal costs.

8. CONTRACT OF EMPLOYMENT

8.1 PERMANENT FULL-TIME EMPLOYMENT

- 8.1.1 All Employees not specifically engaged as casual or permanent part-time Employees in accordance with clauses 8.2 or 8.3 shall be permanent full-time Employees.
- 8.1.2 Full-time Employees work an average of 36 ordinary hours per week, averaged over a fortnight, or the applicable roster cycle (for shift work Employees).

8.2 PERMANENT PART-TIME EMPLOYMENT

- 8.2.1 A part-time Employee is an Employee who is engaged to work fewer than 36 ordinary hours per week, averaged over a fortnight, or the applicable roster cycle (for shift work Employees).
 - 8.2.2 Hours of work are to be fixed and constant over a fortnightly period, provided such hours of work can be varied by mutual agreement.
 - 8.2.3 Subject to clause 8.2.2, a regular pattern of attendance does not necessarily mean that the same hours have to be rostered each week or fortnight.
 - 8.2.4 Permanent part-time roles will have specifically defined duties and responsibilities.
 - 8.2.5 No Employee shall be forced to convert from permanent full-time employment to permanent part-time employment or vice versa.
 - 8.2.6 Permanent part-time Employees can apply for permanent full-time roles.
 - 8.2.7 Employees working on a permanent part-time basis shall be entitled to the same employment conditions and remuneration as for full-time Employees, but calculated on a pro rata basis.
 - 8.2.8 Superannuation benefits / contributions shall be applicable on a pro rata basis.
 - 8.2.9 Overtime rates apply for all hours worked in excess of ordinary hours on any day.
 - 8.2.10 Incremental advancement will be in accordance with that applying to full-time Employees.
 - 8.2.11 The Company shall advise the relevant Parties of proposals for permanent part-time employment.
- 8.3 **CASUAL EMPLOYMENT**
- 8.3.1 Casual employment is used for short-term or irregular needs.
 - 8.3.2 A casual Employee is an Employee who is engaged and paid as such. A casual Employee is engaged by the hour and has no guarantee of ongoing or continued work with the Company.
 - 8.3.3 A casual Employee for working ordinary time shall be paid per hour one thirty-sixth of the weekly rate prescribed in this Agreement for the classification of work performed plus a loading of twenty-five percent.
 - 8.3.4 The casual loading is in lieu of all paid leave and redundancy benefits, and otherwise to compensate the Employee for the nature of casual employment. Casual Employees may be entitled to unpaid leave in accordance with the Act. All penalties, allowances, overtime and public holiday provisions that apply to permanent full-time Employees shall apply to casual Employees.
 - 8.3.5 Casual Employees shall be provided with a minimum period of three hours' employment on each engagement or shall be paid for a minimum of three hours at the appropriate casual rate.
 - 8.3.6 Notwithstanding anything to the contrary appearing elsewhere in this Agreement, the services of a casual Employee may be terminated on one day's notice from either

side, or by the payment of one day's salary in lieu of notice from the Company. If an Employee fails to give the required notice, the Employee will not receive payment in relation to the part of the notice period not worked.

- 8.3.7 Casual Employees shall be paid overtime at double time for all hours worked in excess of eight hours on any day, except for work on public holidays which shall be paid at double time and a half for all time worked.
- 8.3.8 Where the Company employs a casual Employee it shall notify the Parties of the details of such engagement (in advance wherever possible).

9. REDUNDANCY

9.1 PREAMBLE

The Company does not currently see any circumstances which require it to consider making any position covered by this Agreement redundant. Nevertheless the Parties recognise that such circumstances may arise in the future. If the Company is to consider making any position redundant, then the provisions of this clause shall apply.

9.2 DISCUSSIONS BETWEEN THE PARTIES

- 9.2.1 If it appears to the Company that a position or positions is or are likely to become redundant, the Company shall, as soon as practicable after a decision is made, commence discussions with the Unions and shall provide to the Unions details about the likely redundancies. These details shall include the reasons for the position or positions becoming redundant; and the number, classifications, locations and other details of the redundant positions.
- 9.2.2 The Company's discussions with the Unions shall include:
 - 9.2.2.1 the positions identified as redundant, having regard to the efficient and economical working of the enterprise; and
 - 9.2.2.2 advice and the timing of that advice to Employees; and
 - 9.2.2.3 matters which may ameliorate the effects of redundancy; and
 - 9.2.2.4 options for redeployment; and
 - 9.2.2.5 the selection of Employees for redundancy including the use of voluntary redundancy.
- 9.2.3 The Company shall consider any options raised by the Union(s), which may assist in the effective management of the situation.
- 9.2.4 The obligation on the Company under clause 9.2 is to have discussions with the Union(s). Any decision as to the number of positions which will be made redundant rests with the Company.

9.3 VOLUNTARY REDUNDANCY

- 9.3.1 After discussion with the Union(s) under clause 9.2, the Company shall seek expressions of interest from Employees to determine whether any Employee wishes

to be considered for voluntary redundancy. All expressions of interest received by the Company shall be considered. The Company shall determine whether any Employee who has expressed an interest, is to receive an offer of voluntary redundancy having regard to the following factors:

- 9.3.1.1 the number of positions which the Company has determined to be redundant; and
 - 9.3.1.2 the skill mix of the Employees who have expressed an interest in accepting voluntary redundancy; and
 - 9.3.1.3 the skill mix required by the Company to maintain its ongoing operations; and
 - 9.3.1.4 the business needs of the Company; and
 - 9.3.1.5 any factor which is peculiar to the individual Employee who has expressed an interest in accepting voluntary redundancy; and
 - 9.3.1.6 any factor which is peculiar to the position(s) being made redundant.
- 9.3.2 Once the Company has selected the Employees who are to be offered a voluntary redundancy package, the Company shall advise those Employees of the offer in writing. The offer shall also include:
- 9.3.2.1 the date by which the offer must be accepted; and
 - 9.3.2.2 the date on which employment will terminate if the offer is accepted; and
 - 9.3.2.3 an estimate and break down of the total termination payments (including the redundancy payment) that the Employee will receive on termination of employment.
- 9.3.3 Despite anything else in clause 9.3, the Company is not obliged to make any offer of voluntary redundancy to any particular Employee, whether or not that Employee has expressed an interest in accepting voluntary redundancy.

9.4 **REDEPLOYMENT & TRANSFER OF BUSINESS**

The Company is not obliged to make payment under sub-clauses 9.6 and 9.7 if an Employee whose position is made or becomes redundant is:

- 9.4.1 offered and accepts another position with the Company or within a related body corporate of the Company; or
- 9.4.2 offered but does not accept another position with the Company, which is suitable alternative employment as defined in clause 9.8.2.

In the case of transfer of business, the Company is not obliged to make payments under sub-clauses 9.6 and 9.7 of this Agreement or any other redundancy benefit set out in any other instrument if an Employee is offered suitable alternative employment prior to the termination of his or her employment.

9.5 **FURTHER REDUNDANCY**

Redundancies shall be addressed by a process of natural attrition and voluntary departure. Any further redundancies shall be by a process of negotiation and agreed by the Parties.

9.6 NOTICE & TIMING

If, following discussions under clause 9.2, the employment of one or more Employees will be terminated on redundancy grounds, the Company shall provide to the Employee whose position has been made redundant (“the Redundant Employee”) five weeks’ notice of termination or payment in lieu of all or part of the notice period.

9.7 REDUNDANCY BENEFITS

In addition to any other entitlements payable on the termination of an Employee’s employment, payments for redundancy shall be paid as follows:

BENEFIT	PAYMENT
Voluntary Redundancy Benefit (clause 9.3)	Two weeks’ pay for each completed year of service and a pro rata equivalent for the current year of service if that is less than a completed year.
Further Redundancy Benefit (clause 9.5)	Calculated with reference to the basic weekly salary: 1 year of service (but less than 2 years of service): Four weeks' pay. 2 – 17 years of service: Three weeks’ pay for each completed year of service and a pro rata equivalent for the current year of service if that is less than a completed year. 18 – 29 years of service: Three weeks’ pay for each completed year of service capped at sixty weeks and a pro rata equivalent for the current year of service if that is less than a completed year. 30+ years of service: Two weeks’ pay for each completed year of service and a pro rata equivalent for the current year of service if that is less than a completed year.
External training or outplacement service costs	\$3,000

9.8 SUITABLE ALTERNATIVE EMPLOYMENT

9.8.1 If, after receiving notice under clause 9.6, an Employee obtains employment with another Company (other than employment that is suitable alternative employment), then at the request of the Employee the Company shall:

9.8.1.1 not require the Employee to work out the remainder of the notice given under clause 9.6; and

9.8.1.2 terminate the employment on an earlier date than that given in the notice under clause 9.6 to allow the Employee to take up the new employment; and

9.8.1.3 pay the Employee his or her redundancy benefit under clause 9.7.

For the avoidance of doubt, the Company is not obliged to pay the Employee the balance of the notice period under clause 9.6 if a request under this sub-clause 9.8.1 is made.

9.8.2 Suitable alternative employment means employment with the Company (including another employer in the case of a transfer of business), in a position that is:

9.8.2.1 comparable to that currently held by the Employee; and

9.8.2.2 on terms and conditions that are no less favourable (inclusive of redundancy benefits), when considered on an overall basis, than the terms and conditions which applied to the Employee immediately before their position was made redundant; and

9.8.2.3 within reasonable proximity of the Employee's current workplace having regard to normal travel expectations in the geographical region; and

9.8.2.4 if the employment is with a new employer (in the case of transfer of business), the new employer recognises and credits the Employee's continuous service and entitlements with the Company.

10. TERMINATION OF EMPLOYMENT

10.1 TERMINATION BY THE COMPANY

10.1.1 Other than in circumstances of redundancy (see clause 9) or for casual Employees, the Company may terminate an Employee's employment by providing the following written notice:

Continuous service	Notice period
Up to three years	Two weeks
More than three years, less than five years	Three weeks
More than five years	Four weeks

10.1.2 Where the Employee is 45 years of age or older and has completed a minimum of two years' continuous employment with the Company, an additional week of notice will be provided by the Company.

10.1.3 Casual Employees may be terminated in accordance with clause 8.3.6.

10.1.4 The Company may elect to make payment in lieu of all or part of the requisite notice period.

10.1.5 The Company has the right to dismiss an Employee without notice for serious misconduct.

10.1.6 An Employee's entitlements on termination will be paid as soon as practicable.

10.1.7 At the time of termination, the Company may offset any amounts that the Employee owes to the Company against any amounts owing to the Employee. The Employee authorises the Company to make deductions from their final pay for this purpose, and will complete all necessary documentation to give effect to this authorisation at the time of termination.

10.2 TERMINATION BY EMPLOYEE

10.2.1 The notice of termination required to be given by an Employee other than a casual Employee is the same as that required of the Company (see clause 10.1.1) except that there is no requirement for the Employee to give additional notice based on the age of the Employee concerned.

10.2.2 If an Employee fails to give the required notice, the Employee will not receive payment in relation to the part of the notice period not worked.

10.2.3 Casual Employees may terminate their employment in accordance with clause 8.3.6.

11. SALARIES

11.1 SALARY INCREASES

Basic weekly salaries are set out in Attachment 1, which include:

11.1.1 A 3% increase applied to the basic weekly salary effective from the first full pay period on or after 24 September 2020.

11.1.2 A 3% increase applied to the basic weekly salary effective from the first full pay period on or after 24 September 2021.

11.1.3 A 3% increase applied to the basic weekly salary effective from the first full pay period on or after 24 September 2022.

11.1.4 A 3% increase applied to the basic weekly salary effective from the first full pay period on or after 24 September 2023.

11.2 PAYMENT OF SALARIES

11.2.1 Employees shall be paid fortnightly, by electronic funds transfer into a bank account nominated by the Employee. In addition, the Company shall allow Employees to direct parts of their salary into nominated accounts / entities (eg medical insurance, unions).

11.2.2 The Company will take all reasonable steps to ensure that the salary is processed for payment into the Employees nominated bank account by no later than midnight on the Wednesday following the last day of the relevant pay period.

11.2.3 If the salary is not processed for payment into the Employees nominated bank account by midnight on the Wednesday following the last day of the relevant pay period, the Employee shall be paid at overtime rates for the period the Employee is kept waiting from close of normal business hours until such time as the salary is credited to the Employee's bank account.

11.2.4 The Company shall state to each Employee in writing the amount of salary to which the Employee is entitled, the amount of deductions made therefrom, and the net

amount being paid. The pay statement shall also include the Employee's accrued entitlement to annual leave, time off in lieu, personal leave and long service leave (where applicable).

11.3 **SALARY PACKAGING**

11.3.1 The Company shall facilitate salary packaging for Employees in accordance with the following. Salary packaging will be made available on the basis that Employees are advised to obtain and are solely responsible for independent financial advice in relation to salary packaging. Net salary will be adjusted to reflect any upwards or downwards changes to fringe benefits tax or any new external fees or taxes associated with the packaging.

11.3.2 Subject to taxation law and the Australian Taxation Office (**ATO**) guidelines, the non-cash component of the salary may constitute any or all of the following:

11.3.2.1 Superannuation;

11.3.2.2 The Company's product (eg electricity) up to the ATO limit if / when available to any other Employee of the Company; and

11.3.2.3 Novated leasing of motor vehicles.

11.3.3 Salary sacrificing shall not reduce the salary that is used for the purposes of superannuation, redundancy or other benefits and entitlements.

12. **HOURS OF WORK**

12.1 **DAY WORK EMPLOYEES**

Unless otherwise agreed by the Parties, day work Employees shall work under the following arrangements:

12.1.1 The ordinary hours shall be thirty-six hours per week.

12.1.2 The spread of hours shall be between 6am and 6pm, Monday to Friday, inclusive.

12.1.3 Day work Employees shall work a nine day fortnight / eight hour day from 7.30am to 4pm with an unpaid meal break of thirty minutes taken between 12.30pm and 1pm with a Special Day Off (**SDO**) per fortnight.

12.1.4 Day work Employees shall be entitled to paid morning and afternoon tea breaks of seven and a half minutes.

12.1.5 Ordinarily the SDO shall be taken on a Monday with approximately half of each workgroup taking the first Monday in the fortnight and the other half taking the second Monday in the fortnight.

12.1.6 Where a public holiday falls on a Monday, the SDO shall be moved to another day in the fortnight that is mutually acceptable to the workgroup concerned. Where the alternate day cannot be agreed, the day following the public holiday shall be used.

12.1.7 **Moving SDOs**

12.1.7.1 The Company may, at its discretion, substitute any other day in lieu of the SDO provided that:

- notification is made to the Employee at least two weeks in advance;
- the SDO is only moved to an agreed alternate day within the same fortnight; and
- a maximum of four SDOs per person can be altered in any calendar year.

12.1.7.2 Notwithstanding clause 12.1.7.1, an Employee's SDO may be moved provided that:

- prior arrangement is reached between the Employee concerned and the Company regarding the move; and
- the SDO is only moved to an agreed alternate day within the same fortnight.

12.1.8 **Variation of Start / Finish Times**

An Employee's start and finish times may be altered on a temporary basis provided that:

- prior agreement is reached between the Employee concerned and the Company regarding the alteration;
- the start and finish times are not outside of the times of 6am to 6pm; and
- time worked in excess of eight hours per day shall be remunerated as overtime.

The provisions of this clause 12.1.8 do not apply to individual flexibility arrangements agreed between an Employee and the Company pursuant to clause 38.

12.1.9 **72 Hours in Less than 9 Days**

For the purpose of minimising the outage duration caused by de-silt operations / annual servicing, an Employee may work a fortnight's ordinary hours in less than nine days, provided that:

- prior arrangement is reached between the Employee concerned and the Company regarding the change;
- the maximum time worked each day shall be twelve hours inclusive of meal and rest breaks;
- time worked outside of the spread of hours detailed in clause 12.1.2 shall be remunerated as overtime;
- time worked on a scheduled SDO shall be remunerated as overtime;
- time worked in excess of 72 hours in a fortnight shall be remunerated as overtime;

- for each scheduled de-silt / annual service that is performed under this sub-clause 12.1.9, the Employee shall be paid an additional sum of \$230;
- for each scheduled de-silt / annual service that the Company elects to defer or cancel within seven calendar days of the scheduled commencement date, provided that the de-silt / annual service was to be performed under this sub-clause 12.1.9, the Employee shall be paid an additional sum of \$230.

12.2 **SHIFT-WORK EMPLOYEES**

- 12.2.1 Shift work Employees shall work in accordance with arrangements contained in clause 16.
- 12.2.2 From commencement of this Agreement, the ordinary hours for shift work shall be thirty-six hours per week averaged over the full cycle of the roster. In order for the correct amount of hours to be worked over a year, an agreed roster between affected Employees and management will be implemented.
- 12.2.3 Except at the regular changeover of shifts, an Employee shall not be rostered to work more than one shift in each 24 hours.

13. **MEAL BREAKS**

13.1 **GENERAL**

- 13.1.1 Except in the circumstances outlined in clauses 13.2 and 13.3, meal breaks shall be thirty minutes in duration.
- 13.1.2 For day work Employees, paid morning and afternoon tea breaks of seven and a half minutes each shall be allowed.
- 13.1.3 An Employee shall not be compelled to work for more than five hours without a meal break.
- 13.1.4 If, at the direction of the Company, an Employee is required to work during a normal meal break, then until a meal break is allowed, double time rates shall be paid.
- 13.1.5 Meal breaks for shift work Employees shall be paid as time worked.
- 13.1.6 The Company and an Employee may agree to any variation of the provision contained in this clause to meet the circumstances of the work in hand.
- 13.1.7 The Company and an Employee may agree to advance or delay the meal break on any day without payment of overtime or penalty, in circumstances where variation to start / finish times occurs under clause 13.1.8 or when 72 hours in less than 9 days occur under clause 13.1.9.

13.2 **WORK WHICH IS CONTINUOUS WITH ORDINARY HOURS**

- 13.2.1 An Employee (including an Employee rostered to availability) who is required to work overtime for not less than two hours but not more than four hours before or after working ordinary hours shall receive during such overtime:

13.2.1.1 a meal break of twenty minutes which shall count as time worked; and

13.2.1.2 a meal provided by the Company, or a meal allowance.

13.2.2 Where the overtime is to continue after the fourth hour (and after each subsequent four hours) the Employee (including an Employee rostered to availability) shall receive:

13.2.2.1 a meal break of twenty minutes which shall count as time worked; and

13.2.2.2 a meal provided by the Company, or a meal allowance.

13.3 **CALLED BACK TO WORK AT OTHER TIMES**

An Employee (including an Employee rostered to availability) who is required to return to work outside ordinary hours; or on a Saturday, Sunday, public holiday, rostered day off or special day off; where the work is to continue after the fourth hour (and after each subsequent four hours) shall receive:

13.3.1 a meal break of twenty minutes which shall count as time worked; and

13.3.2 a meal provided by the Company, or a meal allowance.

13.4 **FACILITIES**

The Company shall provide clean and hygienic facilities for Employees to heat (microwave and convection) and consume meals and make hot drinks during meal and tea breaks, during which the Company shall provide the following:

13.4.1 milk;

13.4.2 sugar;

13.4.3 tea;

13.4.4 Milo;

13.4.5 drinking water (chilled where possible) and bottled water; and

13.4.6 decaffeinated and regular coffee.

However, where Employees work remote from permanent buildings and it is not practical to provide permanent facilities, the Company shall provide appropriate cold and hot storage devices to achieve the desired outcome.

13.5 **SHIFT WORK EMPLOYEES**

Meal allowances for shift work Employees will not be payable during a normal rostered twelve hour shift. A meal allowance shall be payable if Employees are required to work for not less than two hours in addition to a normal rostered twelve hour shift.

A maximum of two meal allowances will be paid for a twelve hour overtime shift which is worked on a rostered day off.

A shift work Employee shall receive a meal break which shall count as time worked.

14. OVERTIME

14.1 REQUIREMENT TO WORK REASONABLE OVERTIME

14.1.1 Subject to clause 14.1.2, the Company may require an Employee to work reasonable overtime at overtime rates.

14.1.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

14.1.2.1 Any risk to the Employee's health and safety;

14.1.2.2 The Employee's personal circumstances including any family responsibilities;

14.1.2.3 The need of the workplace or enterprise;

14.1.2.4 The notice (if any) given by the Company of the overtime and by the Employee of his or her intention to refuse it; and

14.1.2.5 Any other relevant matter.

14.2 SAFETY LIMITATIONS ON THE WORKING OF OVERTIME

14.2.1 Except where limiting overtime would create a risk of injury or death, the following limitations shall apply to overtime:

14.2.1.1 The maximum number of consecutive hours that may be worked without a ten hour break shall be fourteen (inclusive of normal tea and meal breaks allowed in accordance with this Agreement) except in the case of shift work where difficulty is being experienced obtaining relief coverage for an unscheduled shift vacancy, whereupon the maximum of sixteen hours may apply.

14.2.1.2 The maximum number of consecutive 12 hour shifts that may be worked without a twenty-four hour break shall be five.

14.2.2 Where work must proceed beyond the limits in clause 14.2.1 to avoid a risk of injury or death, such work shall be limited to making things safe rather than completing work for production purposes.

14.3 PAYMENT FOR WORKING OVERTIME

14.3.1 In computing overtime, each day's work (or shift's work in the case of shift work Employees) shall stand alone.

14.3.2 Overtime shall be paid to the nearest quarter of an hour, and shall be calculated at the ordinary rate of pay the Employee is receiving at the time the overtime is worked.

14.3.3 All time worked by an Employee which is in excess of or outside the ordinary hours shall be paid at double time, except in the case of public holidays where double time and half shall apply.

- 14.3.4 The penalties of this clause are not cumulative so as to exceed a maximum payment of double time or double time and a half in the case of public holidays.

14.4 **TIME OFF IN LIEU OF OVERTIME**

Employees shall be entitled to nominate and receive overtime remuneration in any of the following forms:

- (a) all pay (eg in the typical case of four hours' overtime, eight hours' pay at the overtime rate);
- (b) all time off in lieu (eg in the typical case of four hours' overtime, eight hours' time off in lieu); or
- (c) 50% pay and 50% time off in lieu (eg in the typical case of four hours' overtime, four hours' pay at the overtime rate plus four hours' time off in lieu);

except that above 144 hours of time off in lieu in any leave year, option (b) shall cease to be available until the next leave year. The Company shall facilitate the cashing out of part or all of an Employee's time off in lieu of overtime at the request of the Employee.

14.5 **CALL BACK / CALL IN**

14.5.1 **Called In**

Employees who are not rostered on availability duty and are called into work from outside the Company premises, whether notified before or after leaving the Company premises, shall be paid a minimum of four hours' (thus, four hours becomes the qualifying period) work at the appropriate overtime rate. Any subsequent call outs must fall outside the qualifying period before attracting a further minimum payment.

14.6 **EXTENDED WORKING DAY**

An Employee who works overtime as an extension of their normal shift without leaving the Company premises shall be paid at the appropriate overtime rate to the nearest quarter of an hour for the actual time worked.

An Employee called out to work overtime which reasonably runs into their normal start time shall have the option to be paid at the appropriate overtime rate for the actual time worked up until their normal start time. Such Employee shall continue to work the normal day span of hours at the normal rate of pay, whereas not to contravene clause 16.6.

14.7 **PLANNED OVERTIME**

An employee who is not on availability duty and who works planned overtime on a Saturday or Sunday shall be provided with a minimum of four hours' work or shall be paid for a minimum of four hours at the appropriate overtime rate, except where:

- (a) such work is continuous with overtime commenced on the previous day; or
- (b) such planned overtime is cancelled with 24 hours' notice.

14.8 **REST PERIOD**

14.8.1 An Employee shall be entitled to ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence in the following circumstances:

14.8.1.1 where an Employee works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the Employee has not had a least ten consecutive hours off duty between those times; or

14.8.1.2 where an Employee not engaged on continuous shift work works overtime on a Sunday or public holiday which continues after 9.30pm.

14.8.2 If an Employee is instructed by the Company to resume or continue work without having had such ten consecutive hours off duty, the Employee shall be paid double time until released from duty and shall be entitled to be absent until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

14.9 **STANDING-BY**

An Employee required by the Company to standby for call back shall be paid at the ordinary rate of pay from the time standby commences until released. This provision does not apply to Employees rostered on for availability duty.

14.10 **TRANSPORT OF EMPLOYEES**

Where an Employee has worked overtime and is suffering from fatigue and concern exists for his or her ability to safely travel home, the Company shall provide conveyance of the Employee (and their vehicle) to the Employee's home.

Where an Employee has worked overtime and finishes work at a time when that Employee's normal mode of transport is not available (eg a car pool), the Company shall provide conveyance of the Employee to the Employee's home.

15. AVAILABILITY DUTY

15.1 For the purpose of this clause, 'availability duty' means that the Employee shall be continuously available outside normal working hours. An Employee on availability duty shall not be required to remain at home, but shall ensure contact, by telephone or other means, is available to enable duty to be taken up within a reasonable period of time taking into account the normal time required by that Employee to attend work.

15.2 Employees who are on the availability duty roster will receive a fortnightly allowance for the period concerned as outlined in Attachment 2.

15.3 Employees on an availability duty roster of 1 in 5 or more will be paid at the 1 in 5 rate provided in Attachment 2.

15.4 Employees who are not on the availability duty roster but are required to undertake availability duty will receive a daily allowance for each day on availability duty at the rate of 1/14th of the applicable rate for the roster cycle provided in Attachment 2.

- 15.5 Employees who are called out to perform availability duty work shall be paid a minimum of one hour at the appropriate overtime rate for such work. Subsequent call outs must fall outside the qualifying one hour period before attracting a further minimum payment.
- 15.6 For the purpose of this clause, a minimum period of rest shall be one where there is at least a four week break between the weekly performance of availability duty work, i.e. where such work is undertaken on a shared basis of 1 in 5 or more.
- 15.7 Where an Employee has undertaken all periods of rostered availability duty allocated to them under this clause over a continuous period of twelve months, the Employee shall be paid one fortnight's concessional allowance at the rate of eighteen percent (18%) of the fortnightly salary of pay level band 13.
- 15.8 After hours use of a Company vehicle will be provided for Employees for the period that they are on availability duty. Use of Company vehicles will be in accordance with the AGL Hydro Vehicle, Driving and Traffic Management Policy, as in force and amended from time to time.

15.9 WORK PERFORMED AT HOME

- 15.9.1 An Employee on availability duty who performs work at home or any place away from normal workplaces, in response to a telephone call or an alarm signal concerning faulty conditions or interruptions to supply, shall be regarded as being on overtime for the period or periods concerned.
- 15.9.2 Work shall mean the making of necessary arrangements for other Employees to attend to or otherwise deal with the said faulty conditions or interruptions to supply, or to give directions and/or instructions to other Employees who are at work.
- 15.9.3 Payment shall be made for a minimum of one hour at the appropriate rate for such work performed during each 24-hour period from midnight to midnight. Provided that for subsequent calls within one hour of a qualifying call, only one minimum payment shall apply.

15.10 PLANNED LEAVE DURING ALLOCATED AVAILABILITY DUTY

- 15.10.1 Employees who intend to take planned leave during their allocated period of availability duty must give the Company two weeks' notice of their planned absence.
- 15.10.2 If an Employee provides less than two weeks' notice of their planned absence, it is the responsibility of the Employee to arrange for another Employee to cover their absence on availability duty and advise the Company of that coverage arrangement. If the Employee is unable to arrange coverage for their planned absence, their application for planned leave may be declined by the Company.

16. SHIFT WORK

16.1 DEFINITIONS

- 16.1.1 Afternoon shift shall within this Agreement mean any shift finishing after 6.00pm and at or before midnight.
- 16.1.2 Night shift shall within this Agreement mean any shift finishing after midnight and at or before 8.00am.

16.1.3 Rostered shift shall within this Agreement mean a shift of which the Employee concerned has had at least 48 hours' notice.

16.2 **ROSTERS**

16.2.1 The type of roster worked by Employees (including the shift duration, shift commencement time and roster pattern) shall not be changed except where prior consultation and agreement occurs between the Parties.

16.2.2 2x12 SHIFT

16.2.2.1 The 2x12 shift roster cycle shall be nine days and consist of two 12-hour night shifts followed by two 12-hour day shifts, followed by five rostered days off (RDOs). There is a 12-hour break between consecutive night shifts or consecutive day shifts and 24 hours between a night shift and a day shift.

16.2.2.2 Each shift is nominally twelve hours in duration and over a roster cycle of nine days, averages to thirty-seven and a half hours per week.

16.2.2.3 Night shifts shall commence at 7pm on the evening prior to the day marked as "N" on the roster and day shifts shall commence at 7am on the day marked as "D" on the roster. Shift hand-over shall take place in the twenty minutes prior to the official shift starting time and shall count as time worked.

16.2.2.4 Twelve hour shift work Employees shall not be rostered for more than five 12 hour shifts in any nine consecutive days.

16.2.2.5 Employees engaged in a twelve hour shift shall not be rostered to work more than five consecutive shifts, during which period every endeavour shall be made to ensure Employees are not required to work more than two consecutive night shifts.

16.2.3 AFTERNOON SHIFT

16.2.3.1 The shift roster cycle will be nine days and consist of five day work shifts (Monday to Friday), followed by four afternoon shifts (Tuesday to Friday). No weekends or public holidays will be worked.

16.2.3.2 Each shift is nominally 8 hours in duration, excluding an unpaid 30 minute meal break. Over a roster cycle of nine days, ordinary hours of work shall average 36 hours per week.

16.3 **VARIATION BETWEEN EMPLOYEES**

Employees may, on an occasional basis to suit personal needs, mutually agree to swap all or part of rostered shifts or vary individual shift commencement and/or finish times, provided that pay shall be as if the work had proceeded according to the roster.

16.4 **SHIFT ALLOWANCE**

16.4.1 Where an Employee works shift work that includes regular work on weekends and nights they shall be paid the shift allowance as shown in Attachment 2. The shift allowance shall increase in accordance with the percentage pay increases shown in Attachment 1. The shift allowance shall be applied for superannuation, overtime and leave purposes.

16.4.2 Where an Employee works regular afternoon shift (as per clause 16.2.3), they shall be paid the afternoon shift allowance as defined in Attachment 2. The rate applied will be 7%, which will be annualised into the Employee's salary. This shift allowance shall increase in accordance with the percentage pay increases provided for in clause 11.1. The shift allowance shall be applied for superannuation, overtime, and leave purposes for the duration with which the Employee works the shift agreed arrangement.

16.5 **PENALTY SHIFT**

An Employee who is:

16.5.1 transferred from day work to shift work; or

16.5.2 transferred from one roster to a different roster; or

16.5.3 transferred to another shift within the roster; or

16.5.4 transferred from a rostered shift to an RDO;

16.5.5 shall be paid either:

- an additional 100% of the ordinary rate of pay for any day, afternoon or night shift worked after the transfer of which the Employee did not receive 48 hours' notice; or
- an additional 50% of the ordinary rate of pay for any day, afternoon or night shift worked after the transfer of which the Employee did not receive 72 hours' notice.

The penalty shall be paid in addition to any shift allowance payable, or to any penalty rate applicable to weekend or public holiday work.

16.6 **COMPENSATING DAYS OFF**

Shift work Employees shall be entitled to forty-eight hours' paid time off in lieu per year of shift work in compensation for shift handover time associated with ordinary time shifts.

16.7 **TRAINING**

As far as possible, training will be arranged on rostered on shifts. Where such training does not extend for the full shift, Employees will wherever practicable, complete the balance of their shift at their normal work location.

Where Employees are called to participate in training on rostered off days they will be paid for actual hours worked or, by mutual agreement, shall receive equivalent compensating time off.

16.8 **EMERGENCY RELIEFS**

The Parties to this Agreement accept the Employees engaged in twelve hour shift work will provide emergency relief from within their shift groups.

Local relief systems shall continue to operate; however, local arrangements must be developed to cover such instances as short notice personal / carer's leave in areas where continuous staffing is required.

Where possible, overtime will be equalised.

16.9 TEMPORARY SHIFT WORK

An Employee required to transfer from day work to temporary shift work shall be paid the applicable shift allowance and, in addition:

- at the rate of double time for each afternoon or night shift; and
- at the rate of double time and a half for each shift worked on a public holiday.
- Other shifts shall be paid for at the ordinary rate, provided that twelve hour periods shall be paid as afternoon and night shifts, as provided above. For the duration of the temporary shift roster, all overtime worked shall be paid for at the rate of double time.

A shift roster to cover the period of temporary shift work shall be posted. The duration of the roster shall not exceed eight weeks.

16.10 DAYLIGHT SAVING

Notwithstanding anything contained elsewhere in this Agreement, in any area where by reason of legislation, summer time is prescribed as being in advance of the standard time, the length of the shift shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case is to be set to the time fixed pursuant to the relevant legislation.

17. PUBLIC HOLIDAYS

17.1 An Employee shall be entitled to the following public holidays without the loss of pay:

17.1.1 New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

17.1.2 When Christmas Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 27 December.

17.1.3 When Boxing Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 28 December.

17.1.4 When New Year's Day or Australia Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on the next Monday.

17.1.5 Notwithstanding the provisions of this clause, an Employee required to work on 25 December shall be entitled to payment as prescribed by this clause

for public holiday work, including the appropriate minimum payment for call back where applicable.

- 17.1.6 Provided that where 25 December falls on a Sunday and another day is substituted as a holiday for 25 December, then an Employee who works on 25 December shall not be paid in addition at the holiday rate on the said substituted day if the Employee works on that day. The payment for duty on the said substituted day shall be in accordance with this clause for Sunday work.
- 17.1.7 Provided further that where 25 December falls on a Saturday and another day is substituted as a holiday for 25 December, then an Employee who works on 25 December shall not be paid in addition at the holiday rate on the said substituted day if the Employee works on that day. The payment for duty on the said substituted day shall be in accordance with clause 14.
- 17.1.8 Provided that an Employee may elect to be granted time off in lieu of part payment for work performed on public holidays.
- 17.1.9 Where in the State of Victoria public holidays are declared or proclaimed on days in addition to those set out above, those days shall constitute additional holidays for the purpose of this Agreement.

17.2 PAYMENT FOR WORK ON PUBLIC HOLIDAYS – DAY WORK EMPLOYEE

- 17.2.1 An Employee shall be paid at the rate of double time and a half for work done on a public holiday, such double time and a half to continue until relieved from duty.
- 17.2.2 Where work is performed on a public holiday and payment is due, time off in lieu may be granted in place of payment at the request of the Employee.
- 17.2.3 An Employee on availability duty on a public holiday will receive a day's pay or a day in lieu.

17.3 PAYMENT FOR WORK ON PUBLIC HOLIDAYS – SHIFT WORK EMPLOYEE

- 17.3.1 The rate of double time and a half shall apply to a shift work Employee for work on a rostered shift, the major portion of which is performed on a holiday as prescribed.
- 17.3.2 Where a shift commences between 11pm and midnight on a public holiday, the time so worked before midnight shall not entitle the Employee to the holiday rate, provided that the time worked by an Employee on a shift commencing before midnight on the day preceding a holiday and extending into a holiday shall be regarded as time worked on such holiday.
- 17.3.3 In addition to the normal shift's pay, a shift work Employee who is rostered on and works the normal hours on a public holiday may, if so desired, waive the entitlement to payment and receive in lieu either:
 - 17.3.3.1 a shift off, together with an additional half shift's pay; or
 - 17.3.3.2 one and a half shifts off.
 - 17.3.3.3 In such cases, time off in lieu should be cleared as soon as possible.

17.3.4 By mutual agreement, and where it is practicable, a shift work Employee who would normally be rostered for duty on a shift which falls on a public holiday, may observe the public holiday.

17.4 WORK ON ROSTERED OFF DAYS THAT FALL ON A PUBLIC HOLIDAY – SHIFT WORK EMPLOYEE

Where it is necessary for a shift work Employee, who is rostered off, to work on a shift that falls on a public holiday then in addition to the Employee's normal day's pay, an Employee shall receive two and a half shifts' pay or two and a half shifts' time off in lieu.

17.5 ROSTERED OFF ON A PUBLIC HOLIDAY – SHIFT WORK EMPLOYEE

A shift work Employee who is rostered off on a public holiday and who does not work shall, at the discretion of the Employee, be:

17.5.1 paid an additional 8 hours' pay at the ordinary rate of pay; or

17.5.2 credited with 8 hours' leave in lieu thereof.

17.6 ABSENCE BEFORE OR AFTER A PUBLIC HOLIDAY

Where an Employee is absent from work on any part of the working day before or after a public holiday, the Employee must provide the Company with evidence that would satisfy a reasonable person that the absence is taken for paid/unpaid personal or carer's leave, compassionate leave or family and domestic violence leave.

18. SERVICE

18.1 Except in the case of long service leave, 'service' means continuous service with the State Electricity Commission of Victoria, Generation Victoria, Southern Hydro and the Company and includes:

18.1.1 any period of approved leave without pay up to six months on account of medically certified incapacity arising out of personal illness or personal injury – other than an accident under sub-clause 18.1.2 hereof;

18.1.2 any period of absence up to one hundred and thirty weeks as a result of an injury by accident arising out of and in the course of employment for which the Victorian WorkCover Authority or any similar body or agent accepts liability to make regular payments;

18.1.3 any approved leave without pay, other than as provided in sub-clause 18.1.1, up to one hundred and fifty hours and, at the discretion of the Company, any portion up to six months;

18.1.4 any period which the Company may declare, in respect of any Employee, to be additional service.

18.2 Subject to applicable legislation, any absence from work without the approval of the Company shall not count as service.

19. GENERAL LEAVE PROVISIONS

19.1 APPLICATION FOR LEAVE

In applying for annual and long service leave entitlements Employees are required to give the Company the following minimum notice periods:

19.1.1 Two weeks' notice for up to two weeks' leave.

19.1.2 Four weeks' notice for any leave period greater than two weeks' leave.

Leave may be granted at any time, provided there is agreement between the Employee and their immediate manager.

All leave requests shall be responded to within three working days.

19.2 PAYMENT FOR LEAVE

19.2.1 Payment during paid leave shall not be less than that which the Employee is being paid immediately prior to the time of commencing leave so that there shall be no deduction from the pay by reason of such leave.

19.2.2 An Employee receiving an allowance on a continuous basis shall continue to receive the allowance on all authorised paid absence on leave, subject, in the case of an Employee performing higher duties, to the Employee resuming higher duties on completion of the leave.

19.2.3 Payment for annual leave loading has been incorporated into the Employees' ordinary rate of pay.

19.3 LEAVE ACCRUAL WHILST ON LEAVE

All accumulating leave entitlements shall continue to accrue during all forms of authorised paid leave.

19.4 PUBLIC HOLIDAYS WHILE ON LEAVE

Any public holiday to which an Employee is entitled without loss of pay occurring during a period of paid leave shall not be regarded as part of the leave.

20. ANNUAL LEAVE

20.1 LEAVE ENTITLEMENTS

20.1.1 For the purposes of the NES, a shift worker is an Employee who:

20.1.1.1 works a roster and who, over the roster cycle, may be rostered to work ordinary time shifts on any of the seven days of the week; and

20.1.1.2 is regularly rostered to work on Sundays and public holidays.

- 20.1.2 Subject to sub-clauses 8.2.7 and 8.3.4, an Employee shall be entitled to one hundred and forty-four hours' annual leave per year of service, or, if engaged on shift work in accordance with clause 20.1.1, the Employee shall be entitled to one hundred and ninety-three hours' annual leave per year of service.
- 20.1.3 An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.
- 20.1.4 An Employee who is engaged on shift work in accordance with clause 20.1.1 for part of a twelve-monthly qualifying period shall be entitled to one hundred and forty-four hours' leave per year of service and, in addition, shall be entitled to four hours and ten minutes for each completed four weeks of service on shift work in accordance with clause 20.1.1, provided that the maximum leave entitlement under this clause shall not exceed one hundred and ninety-three hours.
- 20.1.5 The Company must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

20.2 **EXCESS ANNUAL LEAVE**

- 20.2.1 Excess annual leave shall be defined as that amount of accrued annual leave which exceeds two times an Employee's annual leave entitlements.
- 20.2.2 Unless specific arrangements have been agreed to by the Parties, the following process shall apply to excess leave:
- 20.2.2.1 The Employee will be notified by the appropriate manager that his or her leave is in excess and be requested to rectify the situation by submitting appropriate leave application form(s);
- 20.2.2.2 If the Employee fails to submit the appropriate leave application form(s) within two weeks, the manager will warn the Employee in writing of the requirement to act accordingly;
- 20.2.2.3 Should the Employee fail to submit the required leave application form(s) after a further four weeks has passed and provided that the Employee is given a minimum of one month's advance notice, the manager may direct the Employee to take an amount of leave in excess.

20.3 **TERMINATION OF SERVICE**

- 20.3.1 An Employee whose service is terminated or is about to terminate for any reason whatsoever shall be paid for any annual leave standing to the Employee's credit on the basis of entitlements specified in this Agreement (including pro rata leave for any incomplete year of service).
- 20.3.2 Payment in lieu of annual leave shall be made at the rate of pay, inclusive of any allowances from Attachment 2, which are being received by the Employee immediately prior to the employment being terminated.

20.4 **CHRISTMAS / NEW YEAR PERIOD CLOSURE**

The majority of Employees are expected to take annual leave during the Christmas / New Year closedown. Approval to work during this period is dependent on the

availability of planned tasks and maintenance and adequate supervision. Such closedown will be as follows unless otherwise agreed by the Parties.

20.4.1 24 December 2020 to 5 January 2021.

20.4.2 24 December 2021 to 4 January 2022.

20.4.3 23 December 2022 to 3 January 2023.

20.4.4 22 December 2023 to 2 January 2024.

21. PERSONAL / CARER'S LEAVE & COMPASSIONATE LEAVE

21.1 PAID PERSONAL / CARER'S LEAVE

21.1.1 For each year of service, an Employee is entitled to paid personal / carer's leave on the following basis:

21.1.1.1 On engagement and on completion of each twelve months' service up to four years' service – one hundred hours paid as if at work.

21.1.1.2 On completion of each twelve months' service after four years' service – one hundred and twenty-five hours paid as if at work.

21.1.2 Personal / carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year without limit.

21.1.3 An Employee may take paid personal / carer's leave if the leave is taken:

21.1.3.1 because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or

21.1.3.2 to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:

- a personal illness, or personal injury, affecting the member; or
- an unexpected emergency affecting the member.

21.1.4 If the period during which an Employee takes paid personal / carer's leave includes a day or part day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal / carer's leave on that public holiday.

21.1.5 If, in accordance with this provision, an Employee takes a period of paid personal / carer's leave, the Company must pay the Employee at the Employee's normal rate of pay for the Employee's ordinary hours of work in the period.

21.2 UNPAID CARER'S LEAVE

21.2.1 An Employee is entitled to two days of unpaid carer's leave for each occasion (**a permissible occasion**) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- 21.2.1.1 a personal illness, or personal injury, affecting the member; or
- 21.2.1.2 an unexpected emergency affecting the member.
- 21.2.2 An Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in sub-clause 21.2.1.
- 21.2.3 An Employee may take unpaid carer's leave for a particular permissible occasion as:
 - 21.2.3.1 a single continuous period of up to 2 days; or
 - 21.2.3.2 any separate periods to which the Employee and the Company agree.
- 21.2.4 An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal / carer's leave.
- 21.3 **COMPASSIONATE LEAVE**
- 21.3.1 An Employee is entitled to two days of compassionate leave for each occasion (**a permissible occasion**) when a member of the Employee's immediate family, or a member of the Employee's household:
 - 21.3.1.1 contracts or develops a personal illness that poses a serious threat to his or her life; or
 - 21.3.1.2 sustains a personal injury that poses a serious threat to his or her life; or
 - 21.3.1.3 dies.
- 21.3.2 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - 21.3.2.1 to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in sub-clause 21.3.1; or
 - 21.3.2.2 after the death of the member of the Employee's immediate family or household referred to in sub-clause 21.3.1.
- 21.3.3 An Employee may take compassionate leave for a particular permissible occasion as:
 - 21.3.3.1 a single continuous two day period; or
 - 21.3.3.2 two separate periods of one day each; or
 - 21.3.3.3 any separate periods to which the Employee and the Company agree.
- 21.3.4 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for the occasion at any time while the illness or injury persists.
- 21.3.5 If, in accordance with this provision, an Employee, other than a casual Employee, takes a period of compassionate leave, the Company must pay the Employee at the

Employee's normal rate of pay for the Employee's ordinary hours of work in the period.

- 21.4 The term 'immediate family' includes the Employee's spouse or former spouse, de facto spouse and former de facto spouse (including same gender), father, mother, foster parents, step parents, grandparents, brother, sister, child, step child, foster child, grandchild, parents-in-law or de facto parents-in-law.

21.5 **INFECTIOUS DISEASES**

- 21.5.1 An Employee, who is certified by a registered health practitioner as suffering from a curable infectious disease and requires isolation from the workplace while treatment is undertaken, may, when the normal personal leave credit is exhausted, be granted additional leave to bring the total of normal personal leave and additional leave to seven and a half (7.5) months' of leave on full pay.

- 21.5.2 On resumption of duty, an Employee's normal personal leave credit shall not be less than two hundred hours on full pay.

- 21.5.3 The maximum additional leave without loss of pay that any Employee can receive in respect of such absences is 7.5 months.

21.6 **NOTICE & EVIDENCE REQUIREMENTS**

- 21.6.1 An Employee must give the Company notice of the taking of leave under clause 21 by the Employee.

- 21.6.2 The notice:

21.6.2.1 must be given to the Company as soon as practicable (which may be a time after the leave has started); and

21.6.2.2 must advise the Company of the period, or expected period, of the leave.

- 21.6.3 Except to the extent exempted under sub-clause 21.6.4, an Employee who has given the Company notice of the taking of leave under sub-clause 21.6.1 must, if required by the Company, give the Company evidence that would satisfy a reasonable person that:

21.6.3.1 if it is paid personal / carer's leave – the leave is taken for a reason specified in sub-clause 21.1.3; or

21.6.3.2 if it is unpaid carer's leave – the leave is taken for a permissible occasion in circumstances specified in sub-clause 21.2.2; or

21.6.3.3 if it is compassionate leave – the leave is taken for a permissible occasion in circumstances specified in sub-clause 21.3.2.

- 21.6.4 For an absence on account of personal / carer's leave of a period of up to two days / shifts (to a maximum of one week in the aggregate per leave year) no evidence is required. In circumstances where an Employee's personal leave record could reasonably be regarded as being unsatisfactory, the Company may request that the Employee produce documentary evidence in respect of future absences.

21.6.5 'Documentary evidence' in respect of leave may be by way of either a medical certificate from a registered health practitioner or a statutory declaration made by the Employee.

21.6.6 An Employee is not entitled to take leave under clause 21 unless the Employee complies with clause 21.6.

22. COMMUNITY SERVICE LEAVE

22.1.1 An Employee who engages in an **eligible community service activity** is entitled to be absent from his or her employment for a period if:

22.1.1.1 the period consists of one or more of the following:

- time when the Employee engages in the activity;
- reasonable travelling time associated with the activity;
- reasonable rest time immediately following the activity; and

22.1.1.2 unless the activity is jury service – the Employee's absence is reasonable in all the circumstances.

22.1.2 Each of the following is an **eligible community service activity**:

22.1.2.1 jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or

22.1.2.2 a voluntary emergency management activity (see sub-clause 22.1.3); or

22.1.2.3 an activity prescribed by the Regulations as an eligible community service activity.

22.1.3 An Employee engages in a **voluntary emergency management activity** if, and only if:

22.1.3.1 the Employee engages in an activity that involves dealing with an emergency or natural disaster; and

22.1.3.2 the Employee engages in the activity on a voluntary basis (whether or not the Employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and

22.1.3.3 the Employee is a member of, or has a member-like association with, a recognised emergency management body; and

22.1.3.4 either:

- the Employee was requested by or on behalf of the body to engage in the activity;
- no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

22.1.4 A recognised emergency management body is:

22.1.4.1 a body, or part of a body, that has a role or function under a plan that:

- is for coping with emergencies and/or disasters; and
- is prepared by the Commonwealth, a State or a Territory; or

22.1.4.2 a fire-fighting, civil defence or rescue body, or part of such a body; or

22.1.4.3 any other body, or part of a body, a substantial purpose of which involves:

- securing the safety of persons or animals in an emergency or natural disaster; or
- protecting property in an emergency or natural disaster; or
- otherwise responding to an emergency or natural disaster; or

22.1.4.4 a body, or part of a body, prescribed by the Regulations; but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more Employees to be absent from their employment under this clause.

22.2 NOTICE & EVIDENCE REQUIREMENTS

22.2.1 An Employee who wants an absence from his or her employment to be covered by clause 22 must give the Company notice of the absence.

22.2.2 The notice:

22.2.2.1 must be given to the Company as soon as practicable (which may be a time after the absence has started); and

22.2.2.2 must advise the Company of the period, or expected period, of the absence.

22.2.3 An Employee who has given the Company notice of an absence under sub-clause 22.2.1 must, if required by the Company, give the Company evidence that would satisfy a reasonable person that the absence is because the Employee has been or will be engaging in an eligible community service activity.

22.2.4 An Employee's absence from his or her employment is not covered by this clause 22 unless the Employee complies with clause 22.2.

22.3 PAYMENT FOR JURY DUTY

22.3.1 This clause applies if:

22.3.1.1 in accordance with clause 22, an Employee is absent from his or her employment for a period because of jury service; and

22.3.1.2 the Employee is not a casual Employee.

- 22.3.2 Subject to sub-clauses 22.3.3, 22.3.4 and 22.3.5, the Company must pay the Employee at the Employee's normal rate of pay for the Employee's ordinary hours of work in the period.
- 22.3.3 The Company may require the Employee to give the Company evidence that would satisfy a reasonable person:
- 22.3.3.1 that the Employee has taken all necessary steps to obtain any amount of jury service pay to which the Employee is entitled; and
- 22.3.3.2 of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the Employee for the period.
- 22.3.4 If, in accordance with sub-clause 22.3.3, the Company requires the Employee to give the Company the evidence referred to in that sub-clause:
- 22.3.4.1 the Employee is not entitled to payment under sub-clause 22.3.2 unless the Employee provides the evidence; and
- 22.3.4.2 if the Employee provides the evidence – the amount payable to the Employee under sub-clause 22.3.2 is reduced by the total amount of jury service pay that has been paid, or is payable, to the Employee, as disclosed in the evidence.
- 22.3.5 If an Employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than ten days in total:
- 22.3.5.1 the Company is only required to pay the Employee for the first ten days of absence; and
- 22.3.5.2 the evidence provided in response to a requirement under sub-clause 22.3.3 need only relate to the first ten days of absence; and
- 22.3.5.3 the reference in sub-clause 22.3.4.2 to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first ten days of absence.
- 22.3.6 Jury service pay means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.
- 22.3.7 Jury service summons means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.

22.4 **PAYMENT FOR ATTENDANCE AT COURT**

- 22.4.1 Employees subpoenaed to attend Court as Crown witnesses shall be granted leave without loss of pay.
- 22.4.2 Employees subpoenaed to attend Court as other than Crown witnesses will be granted;
- 22.4.2.1 leave without pay or, at their option and provided they have sufficient leave credit, be granted annual leave for the period involved;

22.4.2.2 leave without loss of pay where such Employees are required to give evidence because of their expertise in connection with their employment.

22.5 **PAYMENT FOR DEFENCE FORCE RESERVES**

Employees undergoing defence force training shall be granted leave without loss of pay of four weeks per year with an additional week being granted upon certification of the commanding officer of the particular service unit if required. In the case of shift work Employees, three shifts shall be interpreted as one week.

23. **PARENTAL LEAVE**

23.1 Employees are entitled to Parental Leave in accordance with the National Employment Standards (NES) as a minimum.

23.2 In addition to the NES, Employees are eligible for entitlements in accordance with the Company's Parental Leave policy (which is not a term of this Agreement).

23.3 As at the commencement of this Agreement, the Parental leave entitlements include:

23.3.1 20 weeks' paid primary carer leave (pro rata if part-time) which must be taken within 52 weeks of the date of the birth or placement of the child;

23.3.2 two weeks' paid partner leave (pro rata if part-time); and

23.3.3 two days' paid pre-adoption leave.

24. **LONG SERVICE LEAVE**

24.1 **DEFINITION**

24.1.1 'Service' means continuous service with the State Electricity Commission of Victoria, Generation Victoria, Southern Hydro and the Company and includes:

24.1.1.1 service with the Defence Force which interrupts otherwise continuous employment with the Company;

24.1.1.2 any period spent on loan from the Company to other companies;

24.1.1.3 any period of approved leave without pay on account of medically-certified incapacity arising out of personal illness up to six months;

24.1.1.4 any period of absence as a result of an injury by accident arising out of and in the course of employment up to one hundred and thirty weeks;

24.1.1.5 any approved period of leave without pay, up to one hundred and fifty working hours, other than sub-clause 24.1.1.3 hereof;

24.1.1.6 any period which the Company may declare in respect of any Employee to be 'additional service';

24.1.1.7 any period of scholarship where, upon the completion of the scholarship, the scholarship holder became the Company's Employee;

24.1.1.8 in the case of a break in an Employee's service caused by retrenchment, aggregate (not only continuous) service shall count as service so as to include a period of service immediately before and one immediately after the break, provided that re-engagement takes place within twelve months of retrenchment;

24.1.1.9 continuous service by an Employee with state or commonwealth government organisations, or semi-government instrumentalities categorised as an approved service organisation by the Victorian Public Service Board, in the case of an Employee joining the State Electricity Commission of Victoria, Generation Victoria or Southern Hydro;

24.1.1.10 war service in the Armed Forces in the Commonwealth of Australia which ended not more than five years before commencement of service with the Company or not more than five years before commencement of service which has been accepted by the Company under sub-clause 24.1.1.9 hereof.

24.1.2 Provided that:

24.1.2.1 in respect of sub-clause 24.1.1 hereof when leave of absence from work is approved without pay any period of such absence which is not included as service within the definition of service in sub-clause 24.1.1 hereof shall not count as service but it shall not break the continuity of the employment as referred to in the definition of service;

24.1.2.2 any absence from work without the approval of the Company shall not count as service and as such will result in the extension of the due date.

24.2 LEAVE ENTITLEMENTS

24.2.1 Subject to this Agreement, Employees shall be entitled to long service leave at the ordinary rate of pay, unless otherwise provided:

24.2.1.1 on completion of seven years' service – 9.1 weeks' long service leave; and

24.2.1.2 for each additional one year of service – 1.3 weeks' long service leave.

24.2.2 Long service leave will become due only on the completion of the periods of service set out above.

24.3 MAIN CONDITIONS

24.3.1 Applications for long service leave must be made on the prescribed form at least two months before the date on which it is desired to commence the leave, and must be approved by the delegated manager before leave is taken.

24.3.2 Long service leave shall be taken when approved by the Company and, unless otherwise approved by the Company, any period of absence in respect of long service leave shall be not less than two weeks and shall be in respect of not less than two weeks of the Employee's accrued entitlements.

24.3.3 An Employee may, upon notifying the Company before the long service leave is commenced, convert the period of their leave credit or part thereof which the Employee is taking into:

24.3.3.1 a period of long service leave equal to double the period of the leave credit or part thereof that the Employee desires to take with half the ordinary rate of pay for the period of approved absences; or

24.3.3.2 a period of long service leave equal to half the period of the leave credit or part thereof that the Employee desires to take with double the ordinary rate of pay for the period of approved absences; or

24.3.3.3 such other period of long service leave between the limits of sub-clauses 24.3.3.1 and 24.3.3.2 hereof as may be authorised by the Company with a proportionate variation in the ordinary rate of pay for the period of approved absences.

24.3.3.4 Provided that the period of absence on account of long service leave shall not be less than two weeks.

24.3.4 Any public holiday to which an Employee is entitled without loss of pay occurring during the period of long service leave shall not be regarded as part of the leave.

24.3.5 Long service leave shall accrue in respect of the period absent on leave.

24.4 **PAYMENT FOR LEAVE**

24.4.1 Except as provided elsewhere in this clause payment of salary during any period of long service leave shall be made to Employees at the ordinary rate of pay in the same manner as if they had continued working provided that any variation in the rate of pay shall be taken into account from time to time as it occurs.

24.4.2 An Employee receiving an allowance on a continuous basis, with the exception of first-aid allowance, availability allowance and higher duty allowance, shall continue to receive the allowance on all authorised paid absences on long service leave. This includes shift work Employees who receive payment of shift / weekend allowance.

24.4.3 If desired by the Employee concerned, payment for long service leave shall be made in advance at the ordinary rate of pay applicable on the day when leave is commenced, provided that where payment for leave is made in advance, any variation in the rate of pay occurring during the absence of leave shall be adjusted at the conclusion of the period of leave. Payment in advance will not be made prior to the leave becoming due.

24.4.4 If the Employee concerned does not resume duty after a period of long service leave in which payment has been made in advance, but resigns or retires, the Employee may be required to refund any overpayment made whether as a result of decreases in the rate of pay during the absence of the Employee upon the leave or arising from any other reason.

24.4.5 Payment in lieu of long service leave will not be made except to give effect to sub-clauses 24.3.3 and 24.5 hereof.

24.4.6 Subject to applicable legislation, at the time, any debts owing to the Company will be offset against the payment in lieu of long service leave.

24.5 TERMINATION OF EMPLOYMENT

- 24.5.1 Should an Employee have a long service leave entitlement at the time that employment is terminated, payment in lieu of long service leave shall be made at the ordinary rate of pay applicable on the day when employment is terminated.
- 24.5.2 Employees who are granted a credit for service under sub-clause 24.1.1.9 hereof in the definition of service in this clause and terminate their service otherwise than on account of permanent disability, retirement on account of age, or death shall receive a payment at the ordinary rate of pay in lieu of their period of long service leave entitlement in accordance with this clause, provided that they have completed at least seven years' continuous service with the Company.
- 24.5.3 Any Employee whose service is terminated by retirement on account of age and who had completed at least three years' service but less than seven years' service shall be entitled to pro rata long service leave.
- 24.5.4 Any Employee whose service is terminated by retirement on account of age and who had completed at least seven years' service and had additional service which does not qualify for long service leave entitlement under sub-clause 24.2.1.2 hereof shall also be entitled to pro rata long service leave.
- 24.5.5 If an Employee's service is terminated due to total and permanent disability or by death, payment in lieu of long service leave at the ordinary rate of pay shall be made to the Employee or to the Employee's estate via the Employee's legal personal representative, as appropriate, for:
- 24.5.5.1 pro rata long service leave if that Employee had completed a minimum of three years' service and not more than seven years' service; or
 - 24.5.5.2 any long service leave to which the Employee had become entitled and which had not been taken; and
 - 24.5.5.3 one-fortieth of any service which did not qualify for a long service leave entitlement under sub-clause 24.2.1.2 hereof.
- 24.5.6 Payment of pro rata long service leave to Employees on termination of employment will be calculated to the nearest day instead of being paid on a basis of completed years.

24.6 PART-TIME EMPLOYMENT

Permanent part-time Employees shall accrue long service leave in accordance with the provisions of clause 24, however payments will be made on a pro rata basis according to hours worked during the service period.

25. DOMESTIC VIOLENCE LEAVE

- 25.1 Employees are entitled to family and domestic violence leave in accordance with the NES, and as supplemented by this clause.
- 25.2 Domestic violence leave is available to Employees who are affected by domestic violence. Employees may access up to 10 days' paid domestic violence leave for the

purposes of medical and/or legal assistance, court appearances, counselling, relocation and/or to make other safety arrangements.

25.3 Requests for domestic violence leave must be accompanied by evidence which supports the taking of such leave, such as a medical certificate, statutory declaration or document issued by the police service or a court.

25.4 Information concerning matters of domestic violence will be treated confidentially and will only be disclosed if required by law or for safety reasons.

26. OCCUPATIONAL HEALTH & SAFETY

The Parties are committed to full compliance with the *Occupational Health and Safety Act 2004* (Vic) (as amended).

The Company's Health, Safety and Environment (**HSE**) Management System will, as a minimum, be based on the requirements in:

- ISO 14001:2004 Environmental Management Systems.
- AS/NZS 4801:2001 Occupational Health & Safety Management Systems.

26.1 PERSONAL PROTECTIVE APPAREL

26.1.1 On the commencement of employment, Employees shall be supplied with two sets of safety / protective outer clothing (overalls, work shirts and trousers), one pair of approved safety footwear, a pair of safety glasses and a hard hat, any of which can be exchanged, new for old, when they are no longer fit for purpose.

26.1.2 Employees who in the course of their duties are required to work in an outdoor environment shall also be supplied with an approved winter jacket, wet weather gear, broad-rim hat and sunglasses, any or all of which can be exchanged, new for old, when they are no longer fit for purpose.

26.1.3 An Employee who is exposed to conditions requiring eye protection and who wears prescription spectacles shall, upon request, be provided with prescribed safety spectacles in accordance with the applicable Australian standard mounted in approved metal or plastic safety frames. The type of safety lenses provided will be suitable for the tasks performed by Employees.

26.1.4 Employees must wear appropriate Company supplied working clothes and use appropriate safety equipment at all times.

26.2 DRUG & ALCOHOL POLICY

26.2.1 The Parties will abide by the agreed policy in respect of drugs and alcohol including testing regimes.

26.2.2 The policy developed under sub-clause 26.2.1 shall not be changed unless and until all Parties have reached written agreement. In such cases agreement will not be unreasonably withheld.

26.3 EYESIGHT TESTING

The Company shall arrange and fund on-site eyesight testing for all Employees on an annual basis.

27. TOOLS & EQUIPMENT

- 27.1 The Company will supply Employees with a tool kit to perform their role, and otherwise make available to Employees such tools and equipment the Company deems necessary for Employees to safely perform their duties. The toolkit is to be used by Employees for the purposes of their employment, and replacement of tools by the Company will be on a fair wear and tear basis. Other than as contemplated by clause 27.2, all such tools and equipment will remain the property of the Company.
- 27.2 Employees may have the opportunity to purchase their tool kit via a deduction from their final pay.
- 27.3 The Company commits to:
- 27.3.1 conducting a review of tools available at all Hydro Power Stations within three months of the commencement of this Agreement; and
 - 27.3.2 replacing missing tools the Company deems necessary for Employees to perform their role within six months of the commencement of this Agreement.

28. CLASSIFICATIONS & PAY LEVELS

Employees shall be classified and paid, as a minimum, in accordance with the following table. Unless otherwise agreed only new Employees will be paid at the lower of the pay band.

Classification	Pay level bands
Isolation Coordinator	19
Operator	13-17
Fitter – Operator	13-17
Maintainer – Operator	13-17
Fitter – Tester	13-17
Team Support	11-15
Administration	7-15
Senior Electrical Instrumentation Technician	13
Senior Electrical Tradesperson	12
Senior Mechanical Tradesperson	12
Senior Hydro Maintainer	12
Electrical Instrumentation Technician	8-12
Mechanical Tradesperson	7-11
Electrical Tradesperson	7-11
Hydro Maintainer	7-11
Generation Power Station Worker	7-11

The Parties have developed a skills progression matrix as set out in Attachment 3. Changes to the skills progression matrix are subject to agreement between the Parties, with such agreement not to be unreasonably withheld.

29. SKILLS DEVELOPMENT & TRAINING

29.1 GENERAL

The Parties understand the importance of ensuring that all Employees are able to competently perform their roles. This will foster a highly productive, low cost and profitable operation conducive to long term employment and job security.

29.2 OPERATION

29.2.1 Skills Development and Training programs will be part of the Performance Plan process and monthly Work In Progress meeting. Managers, Team Leaders and Employees will jointly assess current skills of Employees and agree on competency based training needs based on business needs. The Manager will make the final determination on the skill requirements appropriate for the business. The Team Leader and the Employee will agree and commit to the training program. The Employee will co-operate and participate in the agreed training program.

29.2.2 Where possible training will be in line with nationally accredited competency based training.

29.3 HIGHER DUTY

29.3.1 An Employee directed by the Company to carry out the duties of a position classified at a higher level for a continuous period of not less than one working day or shift shall be paid the greater of:

29.3.1.1 minimum rate for the higher classification; or

29.3.1.2 one salary level above the Employee's current salary level.

29.3.2 An Employee who is classified below pay level band 12 and is instructed by the Company to carry out the duties of a Recipient in Charge (RIC) will receive a higher duty allowance to reflect payment at pay level band 12 for the time they performing those duties.

29.4 COMPANY INITIATED TRAINING

The Company will pay all costs associated with Employees undertaking training and re-training that is required by the Company, whether it is formal, internal, external or on the job. Time off without loss of pay will be provided where necessary. All Company initiated training shall count as time worked and whenever possible the training will be conducted during normal hours of work. Statutory training such as Blue Book and First Aid will be mandatory.

29.5 EMPLOYEE INITIATED TRAINING

29.5.1 Employees planning to undertake further training should discuss the matter with their Team Leader. The appropriate Manager will consider reimbursing part of all the costs

associated with the training, provided that the training has relevance to the business and the Employee's role and responsibility.

29.5.2 Where the Manager agrees to reimburse part or all of the costs associated with the training the Employee will be notified in writing. Reimbursement for approved training will be made at the successful completion of each stage of the course. Employees will be required to submit a claim for payment accompanied by receipts.

29.5.3 The Manager may approve any reasonable request for time off work without pay for attendance at such training including examinations and study leave.

29.6 ELECTRICAL LICENCES

29.6.1 The Company will reimburse the cost of electrical licence registration fees where the Employee is required to hold that licence as a job requirement set by the Company.

29.7 HIGH RISK LICENCES

29.7.1 The Company will reimburse the cost of high risk licences where the Employee is required to hold that licence as a job requirement set by the Company.

29.8 APPRENTICES / TRAINEES

29.8.1 Upon completion of an apprenticeship / traineeship Employees will, as a minimum, progress to the entry level of the qualified classification.

29.8.2 Where an apprentice is employed by the Company within one month of the completion of their apprenticeship, the Company will honour on commencement, the previous time worked with the Company in relation to length of service.

29.8.3 The weekly pay for apprentices / trainees is based on a percentage of the entry level of the qualified classification. The percentages are:

Junior Apprentice / Trainee	Adult Apprentice / Trainee	% of Minimum Trade Level
1 st year		60%
2 nd year		70%
3 rd year	1 st year	80%
	2 nd year	85%
4 th year	3 rd year	90%
	4 th year	95%

Where an adult apprentice is defined as an apprentice / trainee, new to the Company, who is at least 21 years of age at the time of commencement of the apprenticeship / traineeship.

Advancement of apprentices / trainees shall be dependent on demonstrated acquisition of skills and satisfactory academic achievement associated with the year of training.

29.9 PRODUCTIVITY IMPROVEMENTS

Over the period of this Agreement, Employees commit to best endeavours towards:

29.9.1 Improving the quality of information provided with initial raising of notifications; and

29.9.2 Reducing the total backlog of planned hours as a percentage of total available hours (target equivalent of 8 crew weeks).

30. ALLOWANCES

30.1 INCREASES TO ALLOWANCES

All allowances shall (other than the kilometre allowance in sub-clause 30.4) increase in line with the percentage pay increases outlined in Attachment 1. The allowances are set out in Attachment 2.

30.2 EXPENSES (INCLUDING INCIDENTAL EXPENSES)

All reasonable travelling, meal and accommodation expenses incurred by an Employee in the discharge of normal duties shall, subject to the approval of the Company, be reimbursed by the Company in accordance with established practice.

In addition, the incidental expenses allowance shown in Attachment 2 shall be paid to an Employee for each overnight absence on duty away from home.

Where there is a requirement for an Employee to work away from their base location (including temporary transfer) and they are required to stay away overnight, the Company will arrange appropriate accommodation given the location and availability of accommodation at the location. The Company will also arrange for the account to be charged back to the Company including charging back reasonable meal expenses where possible.

30.3 EXCESS FARES & EXCESS TRAVELLING TIME

An Employee who, on any day or from day to day, is temporarily required to work at a site away from the usual work place shall be paid any fares reasonably incurred in excess of those normally incurred in travelling between home and the usual workplace.

Subject to the exemptions and limitations provided in this subclause, an Employee who, on any day or from day to day, is temporarily required to work at a site away from the usual workplace shall, at the direction of the Company, arrive for work at that site at the usual starting time; but for all time reasonably spent in reaching and returning from such site outside normal working hours (in excess of the time normally spent in travelling from home to the usual work place and return) shall count as time worked and accordingly be paid as overtime.

30.4 REIMBURSEMENT RATE: PRIVATE MOTOR VEHICLES

An Employee who is authorised to use a private motor vehicle for other than travel to and from the normal place of work, shall be paid per kilometre travelled an allowance equivalent to the maximum rate specified by the Australian Taxation Office. An Employee may only request to use his or her own private motor vehicle for work purposes if the motor vehicle is comprehensively insured.

30.5 MEAL ALLOWANCES

Meal allowances shall be paid at the rate shown in Attachment 2.

Meal allowances shall be paid for lunch where an Employee has travelled a distance of 100 km or more away from their normal base location (eg for Mt Beauty Employees, meal allowances are payable for travel to Dartmouth, Eildon, Rubicon, Yarrowonga or Melbourne).

30.6 WORK ON SEWERAGE SYSTEMS

All work performed on live sewerage systems shall be paid at double time. The period of such payment shall be from the beginning of the work through to such time that the Employee has had the opportunity to address personal hygiene matters and if required shower and change into clean apparel.

30.7 FIRST AID ALLOWANCE

An Employee nominated to maintain a first aid box or cupboard and who holds a workplace first aid level 2 certificate shall be paid the first aid box-cupboard allowance at the rate shown in Attachment 2.

An Employee nominated to maintain a first aid room and who holds a workplace first aid level 3 certificate shall be paid the first aid room allowance at the rate shown in Attachment 2.

Any Employee, who undertakes an approved workplace first aid level 2 or level 3 training course, will be supported by way of paid leave to attend and reimbursement of course fees upon satisfactory completion of the course, provided that the course meets the appropriate standards and is delivered by a registered training organisation approved by the Company. Where possible Employees will attend Company arranged courses.

31. ACCIDENTS & INJURY

31.1 PRE-INJURY NORMAL PAY

For the purpose of clause 31 the 'pre-injury normal pay' shall be in accordance with the Employee's pre-injury classification and pay level and includes those extra payments, salary increases and allowances payable in accordance with this Agreement.

31.2 WORK-RELATED INJURY

The Company shall ensure that Employees who have suffered a work-related injury are not financially disadvantaged in terms of their annualised salary under the following terms and conditions.

The Company shall make up the pay for Employees who suffer a work related injury, and who are receiving WorkCover benefits, to the pre-injury normal pay, for an absence of up to one hundred and thirty (130) weeks for any one individual injury, on the basis that the Employee continues to actively participate in an appropriate rehabilitation program.

In the event of an Employee being absent as a result of a work related injury for a period that were to exceed 130 weeks, then a joint review between the relevant parties, starting no later than week 126 of the absence, would be conducted to determine what actions may be taken by way of any additional assistance.

31.3 JOURNEY ACCIDENT LEAVE

Where an Employee is injured as a result of an accident either on the way to work or on the way home, whether or not it involves a registered vehicle, which causes the Employee to incur time off work, the Company shall provide the Employee fully paid leave for up to one hundred and thirty (130) weeks, at the Employee's pre-injury normal pay, together with reimbursement of any medical expenses related to the injury.

Should the Employee receive Transport Accident Commission payments the Company shall only be required to pay the Employee the difference between those payments and the Employee's pre-injury normal pay.

31.4 TRANSPORT ACCIDENT LEAVE

Persons injured in road accidents unrelated to work (ie not covered by WorkCover) may claim payments from the Transport Accident Commission (**TAC**). Where TAC payments do not provide 100% of the pre-accident ordinary earnings, the Employee may elect to only receive this payment and not take personal leave (in accordance with clause 21 of this Agreement) or as follows:

To maintain income while away from work, Employees eligible for personal leave may request personal leave payments. If so, the Employee should then send a letter to the TAC indicating they are receiving personal leave payments, authorising the TAC to refund the TAC payment to the Company to the limits given in the first paragraph of this sub-clause.

On receiving this payment, the Company shall credit the Employee's personal leave balance to the limit of payment received from the TAC. This may not fully credit the personal leave taken, so the Employee effectively receives a mixture of TAC payments and partial personal leave to equal full pre-accident earnings.

32. SALARY CONTINUANCE

Employees are entitled to salary continuance in accordance with the AGL Salary Continuance Policy as in force and amended from time to time.

33. SUPERANNUATION

Superannuation will be paid in addition to the Employee's annualised salary as provided in Attachment 1.

The Company will make a contribution at a rate of 10.25%, or 0.75% higher than that required to avoid a charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth) (whichever is greater), into either the Employee's choice of superannuation fund or otherwise into one of the Company's MySuper compliant default funds, currently Sunsuper or Division D of the **equisuper** Superannuation Fund.

33.1 EQUISUPER MEMBERSHIP OPTIONS

Employees who are currently members of **equisuper** Superannuation Fund Division B shall have the option of remaining in Division B or, at any future stage, transferring to Division C.

Employees who are members of **equipsuper** Superannuation Fund Division C shall have the option of remaining in Division C, or, at any future stage, transferring to Division D.

Employees who are members of **equipsuper** Superannuation Fund Division B or Division C shall have the option of supplementary membership of Division D.

33.2 SALARY SACRIFICING CONTRIBUTIONS

The Company shall provide all Employees the opportunity to salary sacrifice their superannuation contributions in accordance with clause 11.3 of this Agreement.

33.3 FUND SALARY

The Fund Salary of Employees for superannuation benefit purposes shall be equal to their annualised salary as provided in Attachment 1.

33.4 EQUIPSUPER FUND RULES

The Company shall abide by the rules of the relevant default superannuation fund, including any amendments thereto. The Company shall continue to make all necessary payments and maintain funding levels in accordance with rules of the default fund.

33.5 EQUIPSUPER ACCRUAL RATES

Benefits for members of **equipsuper** Superannuation Fund Division B and Division C are defined in the relevant fund rules (incorporating the applicable Participation Agreement). However, for the purpose of calculating benefits other than death benefit and temporary total disablement benefit, the benefit multiple accrual rates shall be in accordance with the following tables.

For the avoidance of doubt, while the tables below show per annum rates, it is not intended that the rates apply to whole years only, but rather the periods shown in the following tables, or parts thereof:

33.5.1 DIVISION B PENSION MULTIPLE

Pension Multiple is calculated as the accrual rate (see below) multiplied by Division B membership (in years and complete months), subject to maximum accrual period of 35 years:

Accrual Rate p.a.	Pre 1/07/93	Post 1/07/93
First 30 years accrual rates	2.222%	2.000%
Next 5 years accrual rates (whole years only)	0.666%	0.600%

33.5.2 DIVISION C ACCRUED BENEFIT MULTIPLE

Accrued Benefit Multiple is calculated as the accrual rate (see below) multiplied by Division C membership completed (in years and months).

The accrual rate varies for different periods of membership and at different member contribution rates, as shown in the table below:

Member Contribution rate	0%	3%	6%
Pre 1/07/93 Accrual Rate	9.0%	15.0%	21.0%
Post 30/06/93 Accrual Rate	7.75%	13.0%	18.5%

34. RIGHTS AND RESPONSIBILITIES OF EMPLOYEE REPRESENTATIVES

34.1 The rights and obligations under this clause apply to all appointed Employee Representatives.

34.2 An Employee will be recognised as an Employee Representative if:

- (a) appointed or elected as a union delegate in the workgroup in which he or she is employed and the Company has been notified of this appointment or election by the relevant Union; or
- (b) the Employee has been nominated by a workgroup or individual Employee to be their representative and the Company has been notified of this nomination.

34.3 An Employee Representative will be expected to:

- (a) recognise that work activities, as directed by their leader, take priority;
- (b) perform the normal duties of the role for which he or she has been employed; and
- (c) seek leave of absence from his or her leader to perform any duties associated with his or her role as an Employee Representative.

34.4 In addition to the protections afforded to Employee Representatives under legislation, an Employee Representative, during working hours, may take a reasonable amount of time to meet with Employees whom they represent and discuss workplace issues affecting them.

34.5 Appropriate notice boards will be made available to Employee Representatives for the purpose of displaying notices dealing with employment-related matters. Employee Representatives will be able to place material on notice boards located where Employees can have ready access to them.

34.6 An Employee Representative may without loss of pay:

- (a) participate in discussions and industrial relations tribunal proceedings associated with the dispute resolution procedure under this Agreement;

- (b) support Employees in disciplinary or performance management issues if he or she is nominated as the affected Employee's representative;
- (c) contribute to workplace committees, teams and other like activities when requested by the Company; and
- (d) meet with Employees on Employee relations issues.

Where an Employee Representative is required to attend the activities in (a), (b) or (c) above, the term 'without loss of pay' will take in to account fatigue management issues. This shall also apply to an Employee selected by Company management to attend such meetings.

34.7 The Company will provide leave without loss of pay of up to maximum of five days / shifts per calendar year for the purpose of attending union training to an Employee Representative who has been appointed or elected in accordance with clause 34.2(a), providing that operational requirements permit the granting of such leave. However, leave of absence on full pay for such purpose in excess of five days / shifts and up to 10 days / shifts may be granted in any one calendar year subject to the total leave being granted in that year and the subsequent year not exceeding 10 days /shifts. However, the total number of shifts each year shall not exceed 20 days / shifts per union.

34.8 The leave referred to in this clause is conditional upon:

- (a) the Employee providing the Company with at least two weeks' notice of the date(s) that he or she will be required to be absent from the workplace and, if requested by the Company, reasonable evidence of attendance at the event for which leave is taken;
- (b) a right by the Company to refuse the leave where it cannot be reasonably accommodated by the business; and
- (c) payments for attendance only occurring for time spent at events during the Employee's normal working hours. Additional payment will not be made for time spent at events outside of the normal time rostered for work.

34.9 Requests for training opportunities by Employee Representatives who are not union delegates will be considered by the Company as requested by the individual Employee.

34.10 Union training leave shall count as service for all purposes. The Company will not be liable for payment of travel, accommodation and other costs incurred by Employees while attending union-sponsored courses.

35. DISPLAY OF AGREEMENT

The Company shall make copies of this Agreement (both hard copies and electronic) readily available to all Employees.

36. INTRODUCTION OF NEW TECHNOLOGY

The introduction of new technology which adversely impacts on an Employee's skill, remuneration or job security will be introduced after consultation with Employees and agreement between management and Union representatives. In such cases, agreement will not be unreasonably withheld.

37. CONSULTATION OVER CHANGE

37.1 This term applies if:

- (a) the Company proposes to introduce a major change to production, program, organisation, structure, or technology in relation to its business and the change is likely to have a significant effect on Employees;
- (b) the Company proposes to introduce a change to the regular roster or ordinary hours of work of Employees; or
- (c) another clause in this Agreement requires that a matter (for the purpose of this clause, 'the change') be the subject of consultation between the Company, Employee(s) and/or their Union(s).

37.2 As soon as practicable, the Company must discuss with the relevant Employees (inclusive of any representative(s) nominated by the relevant Employees) the introduction of the change and the effect the change is likely to have on the Employees. The Company must discuss measures to avert or mitigate any adverse effect of the change on the Employees.

37.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

37.4 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee(s) advise the Company of the identity of the representative;

the Company must recognise the representative.

37.5 For the purposes of the discussion, the Company will provide the relevant Employees (inclusive of any representative(s) nominated by the relevant Employees) in writing:

- (a) all relevant information about the change including the nature of the change proposed;
- (b) information about the expected effects of the change on the Employees; and
- (c) any other matters likely to affect the Employees.

However, the Company is not required to disclose confidential information.

- 37.6 In relation to any change about rosters or ordinary hours of work, the Company must 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).
- 37.7 The Company must give prompt and genuine consideration to matters raised by the relevant Employees about the proposed change, including any impact the change will have on the Employees' family or caring responsibilities.
- 37.8 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;
 - (b) major change to the composition, operation, or size of the Company's workforce or to the skills required of Employees;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the alteration of hours of work;
 - (e) the need to retrain Employees;
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.
- 37.9 The parties must act in good faith in relation to the consultation process provided in this clause. In this clause, 'good faith' includes obligations to meet, disclose relevant information, genuinely consider proposals, and respond with reasons, and to refrain from capricious or unfair conduct that undermines consultation.
- 37.10 In this clause, 'relevant Employees' mean the Employees who may be affected by the change.
- 37.11 For the avoidance of doubt, except as specifically provided for in this Agreement, this clause does not allow the Company to vary matters expressly provided within this Agreement.

38. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 38.1 The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement, provided that:
- 38.1.1 The individual flexibility arrangement deals with one or more of the following matters:
 - 38.1.1.1 Arrangements about when work is performed; and
 - 38.1.1.2 Overtime rates.
- 38.2 The individual flexibility arrangement entered meets the genuine needs of the Company and the Employee in relation to one or more of the matters mentioned in sub-clause 38.1.1; and

- 38.3 The individual flexibility arrangement is genuinely agreed to by the Company and the Employee.
- 38.4 The Company must ensure that the terms of the individual flexibility arrangement:
 - 38.4.1 Are about permitted matters under section 172 of the Act; and
 - 38.4.2 Do not contain unlawful terms within the meaning of section 194 of the Act; and
 - 38.4.3 Result in the Employee being better off overall than the Employee would be if no individual flexibility arrangement was made.
- 38.5 The Company must ensure that the individual flexibility arrangement:
 - 38.5.1 is in writing; and
 - 38.5.2 includes the name of the Company and Employee; and
 - 38.5.3 is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 38.5.4 includes details of:
 - 38.5.4.1 the terms of the Agreement that will be varied by the individual flexibility arrangement; and
 - 38.5.4.2 how the individual flexibility arrangement will vary the effect of the terms; and
 - 38.5.4.3 how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the individual flexibility arrangement; and
 - 38.5.5 states the day on which the individual flexibility arrangement commences.
- 38.6 The Company must give the Employee and their representative a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 38.7 The Company or Employee may terminate the individual flexibility arrangement:
 - 38.7.1 by giving no more than 28 days written notice to the other party to the individual flexibility arrangement; or
 - 38.7.2 if the Company and Employee agree in writing – at any time.

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39. SIGNATORIES

For and on behalf of AGL Energy Limited (the Company)

Name DAMEN NICKS Witnessed by RODNEY KNOWLES

Position/ authority to sign
ACTING CEO Witness signature [Signature]

Address 200 GEORGE ST, NSW 2000 Witness address 16 HODSON RD
WARRANDYTE 3113

Signature [Signature]

Date 19/11/20

For and on behalf of Construction, Forestry, Maritime, Mining and Energy Union, Mining and Energy Division, Victoria District Branch (CFMMEU)

Name MARK RICHARDS Witnessed by PAULA WILLIAMS

Position/ authority to sign
VICE PRESIDENT Witness signature P. Williams

Address P.O. Box 918 -
WING 5 LIGNITE COURT
MORWELL Witness address C/- WING 5 LIGNITE

Signature [Signature] CRT MORWELL VIC 3840

Date 20/NOV/2020



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For and on behalf of the Australian Municipal, Administrative, Clerical and Services Union, Victorian Authorities and Services Branch (ASU)

Name Michelle Jackson Witnessed by Billy King

Position / authority to sign



Deputy Branch Secretary

Witness signature

Address 116 Queensberry St, Carlton Sth, 3053 Sth, 3053

Witness address 116 Queensberry St, Carlton

M. Jack

Signature

Date 04 December, 2020

For and on behalf of the Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Electrical Division, Victorian Branch (ETU)

Name Troy Gray Witnessed by Zoe Evers

Position/ authority to sign

State Secretary

Witness signature Joel Evers

Address L1, 200 Arden St, Nth Melb VIC 3051

Witness address L1, 200 Arden St, Nth Melb VIC 3051

Signature Troy Gray

Date 24 November 2020

ATTACHMENT 1 – SALARY RATES

Pay Level	Effective from the first full pay period on or after 24 September 2020			Effective from the first full pay period on or after 24 September 2021			Effective from the first full pay period on or after 24 September 2022			Effective from the first full pay period on or after 24 September 2023		
	3% Increase			3% Increase			3% Increase			3% Increase		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
25	\$83.22	\$2,996	\$156,387	\$85.72	\$3,086	\$161,079	\$88.29	\$3,178	\$165,911	\$90.94	\$3,274	\$170,888
24	\$79.83	\$2,874	\$150,017	\$82.23	\$2,960	\$154,518	\$84.69	\$3,049	\$159,154	\$87.23	\$3,140	\$163,928
23	\$76.51	\$2,754	\$143,777	\$78.80	\$2,837	\$148,090	\$81.17	\$2,922	\$152,533	\$83.60	\$3,010	\$157,109
22	\$73.20	\$2,635	\$137,557	\$75.40	\$2,714	\$141,684	\$77.66	\$2,796	\$145,934	\$79.99	\$2,880	\$150,312
21	\$69.81	\$2,513	\$131,188	\$71.90	\$2,589	\$135,123	\$74.06	\$2,666	\$139,177	\$76.28	\$2,746	\$143,352
20	\$69.73	\$2,510	\$131,037	\$71.82	\$2,586	\$134,969	\$73.98	\$2,663	\$139,018	\$76.20	\$2,743	\$143,188
19	\$66.93	\$2,410	\$125,783	\$68.94	\$2,482	\$129,557	\$71.01	\$2,556	\$133,443	\$73.14	\$2,633	\$137,447
18	\$64.22	\$2,312	\$120,679	\$66.14	\$2,381	\$124,299	\$68.13	\$2,453	\$128,028	\$70.17	\$2,526	\$131,869
17	\$61.42	\$2,211	\$115,424	\$63.26	\$2,278	\$118,887	\$65.16	\$2,346	\$122,454	\$67.12	\$2,416	\$126,127
16	\$58.71	\$2,113	\$110,320	\$60.47	\$2,177	\$113,630	\$62.28	\$2,242	\$117,039	\$64.15	\$2,309	\$120,550
15	\$55.84	\$2,010	\$104,937	\$57.52	\$2,071	\$108,085	\$59.24	\$2,133	\$111,328	\$61.02	\$2,197	\$114,668
14	\$53.71	\$1,933	\$100,927	\$55.32	\$1,991	\$103,954	\$56.98	\$2,051	\$107,073	\$58.69	\$2,113	\$110,285
13	\$51.57	\$1,857	\$96,916	\$53.12	\$1,912	\$99,824	\$54.71	\$1,970	\$102,818	\$56.36	\$2,029	\$105,903
12	\$49.37	\$1,777	\$92,777	\$50.85	\$1,831	\$95,560	\$52.38	\$1,886	\$98,427	\$53.95	\$1,942	\$101,380
11	\$47.24	\$1,701	\$88,767	\$48.65	\$1,752	\$91,430	\$50.11	\$1,804	\$94,172	\$51.62	\$1,858	\$96,998
10	\$45.73	\$1,646	\$85,936	\$47.10	\$1,696	\$88,514	\$48.51	\$1,747	\$91,169	\$49.97	\$1,799	\$93,904
9	\$43.89	\$1,580	\$82,483	\$45.21	\$1,628	\$84,957	\$46.57	\$1,676	\$87,506	\$47.96	\$1,727	\$90,131
8	\$42.28	\$1,522	\$79,459	\$43.55	\$1,568	\$81,843	\$44.86	\$1,615	\$84,298	\$46.20	\$1,663	\$86,827
7	\$40.59	\$1,461	\$76,285	\$41.81	\$1,505	\$78,573	\$43.07	\$1,550	\$80,931	\$44.36	\$1,597	\$83,358
6	\$38.97	\$1,403	\$73,239	\$40.14	\$1,445	\$75,437	\$41.35	\$1,488	\$77,700	\$42.59	\$1,533	\$80,031
5	\$37.65	\$1,355	\$70,752	\$38.78	\$1,396	\$72,874	\$39.94	\$1,438	\$75,060	\$41.14	\$1,481	\$77,312
4	\$36.62	\$1,318	\$68,821	\$37.72	\$1,358	\$70,886	\$38.85	\$1,399	\$73,013	\$40.02	\$1,441	\$75,203
3	\$35.52	\$1,279	\$66,741	\$36.58	\$1,317	\$68,743	\$37.68	\$1,356	\$70,806	\$38.81	\$1,397	\$72,930
2	\$34.42	\$1,239	\$64,682	\$35.45	\$1,276	\$66,623	\$36.52	\$1,315	\$68,621	\$37.61	\$1,354	\$70,680
1	\$33.33	\$1,200	\$62,602	\$34.33	\$1,236	\$64,480	\$35.36	\$1,273	\$66,414	\$36.43	\$1,311	\$68,407

ATTACHMENT 2 – ALLOWANCES

Allowance	Frequency	Effective from the first full pay period on or after 24 September 2020	Effective from the first full pay period on or after 24 September 2021	Effective from the first full pay period on or after 24 September 2022	Effective from the first full pay period on or after 24 September 2023
INCIDENTAL EXPENSES	Per Night	\$41.01	\$42.24	\$43.50	\$44.81
FIRST AID ALLOWANCE	Per Fortnight	\$37.73	\$38.86	\$40.03	\$41.23
MEAL	Per Incident	\$22.96	\$23.65	\$24.36	\$25.09
CONSESSIONAL	Per Annum	\$296.37	\$305.26	\$314.42	\$323.85
AVAILABILITY 1/5	Daily	\$19.10	\$19.67	\$20.26	\$20.87
AVAILABILITY 1/5	Per Fortnight	\$267.36	\$275.38	\$283.64	\$292.15
AVAILABILITY 1/4	Daily	\$23.87	\$24.59	\$25.32	\$26.08
AVAILABILITY 1/4	Per Fortnight	\$334.19	\$344.22	\$354.55	\$365.18
AVAILABILITY 1/3	Daily	\$31.83	\$32.78	\$33.77	\$34.78
AVAILABILITY 1/3	Per Fortnight	\$445.59	\$458.96	\$472.73	\$486.91
AVAILABILITY 1/2	Daily	\$47.74	\$49.17	\$50.65	\$52.17
AVAILABILITY 1/2	Per Fortnight	\$668.39	\$688.44	\$709.09	\$730.37
AVAILABILITY 1/1	Daily	\$95.48	\$98.35	\$101.30	\$104.34
AVAILABILITY 1/1	Per Fortnight	\$1,336.78	\$1,376.88	\$1,418.19	\$1,460.73
2 X 12 SHIFT	Per Fortnight	\$1,131.46	\$1,165.40	\$1,200.36	\$1,236.38
AFTERNOON SHIFT	Per Fortnight	\$379.49	\$390.87	\$402.60	\$414.68

ATTACHMENT 3 – CLASSIFICATION PROGRESSION MATRIX

- Employee classifications are outlined in clause 28 of the Agreement and are as listed below in Table 1.

Table 1 – Clause 28 Classifications and Pay Levels	
Classification	Pay level bands
Isolation Coordinator	19
Operator	13-17
Fitter – Operator	13-17
Maintainer – Operator	13-17
Fitter – Tester	13-17
Team Support	11-15
Administration	7-15
Senior Electrical Instrumentation Technician	13
Senior Electrical Tradesperson	12
Senior Mechanical Tradesperson	12
Senior Hydro Maintainer	12
Electrical Instrumentation Technician	8-12
Mechanical Tradesperson	7-11
Electrical Tradesperson	7-11
Hydro Maintainer	7-11
Generation Power Station Worker	7-11

- The classifications listed in clause 28 that cover a number of differing individual 'Work Streams' that specifically provide opportunity for progression within a number of pay levels post the initial assignment of an Employee are identified in Table 2. These are: Generation Power Station Workers, Hydro (Civil), Electrical, Mechanical, Switching, Electrical Instrumentation, Team Support and Testing.

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TABLE 2 - CLASSIFICATION WORK STREAMS								
Classification	Generation	Civils	Electrical	Electrical Instrumentation	Mechanical	Switching	Team Support	Tester
7	Power Station Worker*	Hydro Maintainer*	Electrical Tradesperson*		Mechanical Tradesperson*			
8	Power Station Worker	Hydro Maintainer	Electrical Tradesperson	Electrical Instrumentation Technician*	Mechanical Tradesperson			
9	Power Station Worker	Hydro Maintainer	Electrical Tradesperson	Electrical Instrumentation Technician	Mechanical Tradesperson			
10	Power Station Worker	Hydro Maintainer	Electrical Tradesperson	Electrical Instrumentation Technician	Mechanical Tradesperson			
11	Power Station Worker	Hydro Maintainer	Electrical Tradesperson	Electrical Instrumentation Technician	Mechanical Tradesperson		Team Support*	
12		Senior Hydro Maintainer*	Senior Elec. Tradesperson*	Electrical Instrumentation Technician	Senior Mech. Tradesperson*		Team Support	
13				Senior Electrical Instrumentation Technician*		Fitter Operator*	Team Support	Fitter Tester*
14						Fitter Operator	Team Support	Fitter Tester
15						Fitter Operator*	Team Support	Fitter Tester
16						Fitter Operator*		Fitter Tester
17						Fitter Operator*		Fitter Tester*
18								
<i>Note: *By Appointment Only</i>								

3. Other classifications listed in clause 28 that cover a number of differing positions with assigned pay levels are by appointment only. These classifications are: Isolation Coordinator and Administrative roles.
4. Assignment into a Work Stream (as per paragraph 2 and Table 2) is by appointment only and occurs either upon:
 - Commencement with the Company as an external hire; or
 - When appointed to a Senior Tradesperson, Senior Maintainer, Senior Technician, Team Support or Specialised Technical Role in either Switching as an Operator or as a Tester (refer Table 2); or
 - When switching Work Streams as a result of a selection process in response to a business need and as determined by the Manager.
5. Permanent assignment into positions that are by appointment only (as per paragraph 3) are facilitated by a selection / recruitment process.
6. All appointments are predicated by business needs and are determined by the Manager.
7. A prerequisite for all initial appointments will be the requirement for an individual to hold an Australian Qualifications Framework Cert 3 Trade Qualification that is relevant for a Work Stream vacancy.

8. Employees will be encouraged and expected to progress through the relevant classifications articulated in their assigned Work Stream roles, subject to their obtainment of the relevant competency, proficiency, and performance unless the classification is specifically designated as by appointment only.
9. The elements of competency, proficiency and performance are the basis for considering any pay level reclassification within a Work Stream:
 - Competency is having the knowledge and skill to the standard to perform the tasks expected in the workplace.
 - Proficiency is being well practiced in the application of the knowledge and skill by way of on the job experience and task repetition over time.
 - Performance is the standard of behaviour (conduct, team orientation and adherence to Company policy) and work ethic that an individual consistently displays in tandem with the proficient application of the job knowledge and skill.
10. There are three groups of competency that in unison contribute to progression within Work Stream assignment:
 - External Qualification / Trade based competency – These competencies are a precursor to employment or appointment in role streams (eg Electrical, Mechanical & Civil Trades).
 - Foundation Competencies – These are required to be held by Employees at all levels. These do not contribute to classification progression and typically are Systems, Quality and HSE in their nature but may also include some across the board operational skills and licences.
 - Role Competencies – These are skills that the Company will require Employees to obtain relevant to their work stream. They contribute to movement through sections of the classification structure providing that Foundation Competencies have been met and maintained.
11. Foundation Competencies may change from time to time as new HSE policies, licensing requirements or systems are introduced by, or imposed upon, the Company.
12. Role Competencies are predicated on business needs and are determined by the Manager, consistent with clause 29.2.1 of the Agreement, having regard for the equipment, technology, and the maintenance and operating activities within the scope of a position or work stream and having regard to obligations contained in clauses 36 and 37 of the Agreement.
13. The obtainment of Role Competencies must be complimented by proficiency and performance. This will mean that specified time frames will be incorporated into some progression steps to aid with the development of proficiency and that the behavioural performance of an Employee will be assessed and reviewed by an Employee's leader as part of the consideration process for any progression / reclassification.
14. Competencies will be linked to the Australian National Competency Framework where possible. The competencies required for each Work Stream may be obtained through either formal TAFE and/or other external training as well as internal classroom, self-paced study, structured on the job training or a mix thereof.

15. Whilst the time taken to obtain the necessary competencies will vary, it is expected that a newly classified Employee will have the opportunity to progressively have further training / skill development and subsequent evaluation between 9 and 12 months of classification, and if suitably competent, proficient and meeting performance expectations will be progressed and reclassified at that time (refer Table 2). The precise time taken to acquire the additional competencies will depend on such things as:
 - Nature and quantum of the competencies involved;
 - Scheduling of training sessions and availability of training resources;
 - Mode of training involved (self-study, classroom, controlled on the job instruction);
 - Mode of evaluation involved (written test or on the job assessment);
 - Operational needs and the availability of training time; and
 - Individual employee aptitude, capacity and desire to learn.
16. Employees who have any identifiable competency, proficiency and/or performance deficiencies at the time of an assessment for reclassification will be given a revised training and/or performance improvement plan for completion within a three month period. An assessment for possible reclassification to a revised pay level can occur once any deficiencies can be demonstrated as having been closed.
17. Employees who have any identifiable competency, proficiency and/or performance deficiencies at the time of an assessment for reclassification that is directly attributable to a shortcoming or failure on the part of the Company's training program will be given a revised training and/or performance improvement plan for completion within a three month period. A provisional reclassification to a revised pay level will be instigated for the Employee with the continuation of this reclassification being contingent on the successful closure of any identified deficiencies.
18. The application of a Recognition for Prior Learning (**RPL**) assessment can be utilised for both classification progression and initial classification assignment in a Work Stream.
19. Any RPL assessment that substantiates a level of competency and proficiency that is in keeping with a higher classification will be reviewed by the relevant leader and manager for implementation subject to the performance of the Employee.
20. As per paragraph 8 herein, the acquisition and demonstration of competencies associated with the Work Stream, proficiency and performance provides the basis for progression through the Work Stream classifications identified in Table 2. The process for classification progression within an assigned Work Stream will occur as follows:
 - Employee progressively achieves competency or meets minimum competency requirement as specified for a particular pay level (refer Table 3).
 - Employee develops Skill Proficiency by applying new skills over timeframes as / where specified (refer Table 3).
 - Employee conducts him or herself in accordance with Company values, Code of Conduct and behavioural expectations.
 - Employee obtains and maintains Foundation Competencies as required.
 - Employee makes application in writing for reclassification to a higher pay level if applicable.

21. Any application for reclassification will be made in writing and submitted to the Employee's leader. The application must be assessed within one month and the Employee informed, in writing, as to whether it has been successful or not. If unsuccessful, the reasons involved and the actions needed to be taken must be outlined to the Employee. This assessment and the necessary actions to rectify the deficiencies involved will be undertaken by the relevant leader in conjunction with appropriate resources.

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TABLE 3 - PROGRESSION WITHIN CLASSIFICATION WORK STREAMS						
Classification	Generation	Hydro (Civils)	Electrical	Electrical Instrumentation	Mechanical	Assignment & Progression Requirement
7	Power Station Worker*	Hydro Maintainer*	Electrical Tradesperson*		Mechanical Tradesperson*	Initial Appointment. Prerequisite Requirement: AQF Cert 3 in a Relevant Trade
8	Power Station Worker	Hydro Maintainer	Electrical Tradesperson	Electrical Instrumentation Technician*	Mechanical Tradesperson	Probation Period Finalised & between 9 & 12 Months Experience post obtainment of Level 7 & Progressively Obtaining Competencies Against Role Profile
9	Power Station Worker	Hydro Maintainer	Electrical Tradesperson	Electrical Instrumentation Technician	Mechanical Tradesperson	Min 9 Months Experience post obtainment of Level 8 & Progressively Obtaining Competencies Against Role Profile
10	Power Station Worker	Hydro Maintainer	Electrical Tradesperson	Electrical Instrumentation Technician	Mechanical Tradesperson	Min 9 Months Experience post obtainment of Level 9 & Progressively Obtaining Competencies Against Role Profile
11	Power Station Worker	Hydro Maintainer	Electrical Tradesperson	Electrical Instrumentation Technician	Mechanical Tradesperson	Min 9 Months Experience post obtainment of Level 10 & Achievement of All Critical to Role Competencies and Proficient.
12		Senior Hydro Maintainer*	Senior Elec. Tradesperson*	Electrical Instrumentation Technician	Senior Mech. Tradesperson*	Electrical Instrumentation Technician: Min 9 months Experience post obtainment of level 11 & Achievement of all Critical to Role Competencies and Proficient in both trades Senior Tradesperson/Maintainer: By Appointment Only. Subject Matter Expert
13				Senior Electrical Instrumentation Technician*		By Appointment Only. Subject Matter Expert
Classification	Team Support					Assignment & Progression Requirement
						By Appointment Only. Initial Assignment.
11	Team Support*					
12	Team Support					Min 9 Months Experience post obtainment of Level 11 & Progressively Obtaining Competencies Against Role Profile
13	Team Support					Min 9 Months Experience post obtainment of Level 12 & Progressively Obtaining Competencies Against Role Profile
14	Team Support					Min 9 Months Experience post obtainment of Level 13 & Progressively Obtaining Competencies Against Role Profile
15	Team Support					Min 9 Months Experience post obtainment of Level 14 & Achievement of All Critical to Role Competencies and Proficient.
Classification	Tester					Assignment & Progression Requirement
						By Appointment Only. Initial Assignment.
13	Fitter Tester*					
14	Fitter Tester					Minimum 9 Months Experience post obtainment of Level 13 & Progressively Obtaining Competencies Against Role Profile
15	Fitter Tester					Min 9 Months Experience post obtainment of Level 14 & Progressively Obtaining Competencies Against Role Profile
16	Fitter Tester					Min 9 Months Experience post obtainment of Level 15 & Achievement of All Critical to Role Competencies and Proficient.
17	Fitter Tester*					By Appointment Only. Requirement to hold Diploma of Electrical Engineering
Classification	Switching					Assignment & Progression Requirement
						By Appointment Only. Initial assignment post training that enables Switching Fitter/Operator - One Station - Supervised status.
13	Fitter Operator*					
14	Fitter Operator					Switching Fitter/Operator - One Station - Supervised. Must have completed Trainee Modules & demonstrate competency in Authority to Issue (Permit) Authority to Work.
15	Fitter Operator*					By Appointment Only. Fitter Operator 2 - All Stations in a Region Must have been Fitter Operator 1 Status /Must be assessed as competent and authorised by the Operating Authority or delegate in Station Training Tasks for all stations in the region.
16	Fitter Operator*					By Appointment Only. Fitter Operator 3 - All Stations Must have been Fitter Operator 2 Status / Competency in: Advanced Operator Knowledge assessed for all Hydro stations as per level 2, for all regions.
17	Fitter Operator *					By Appointment Only. Fitter Operator 3A - Holds Diploma of Electrical Engineering or qualified and authorised to perform the role of Isolation Co-ordinator.

*By Appointment Only**