

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/253

TITLE: EnergyAustralia Executive Assistants' Enterprise Agreement 2004

I.R.C. NO: IRC4/4309

DATE APPROVED/COMMENCEMENT: 30 July 2004/1 January 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 1 October 2004

DATE TERMINATED:

NUMBER OF PAGES: 28

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to employees titled Executive Assistants to the Managing Director, General Managers and the Board Administration Assistant at Energy Australia, Level 23, 570 George Street, Sydney NSW 2000, who fall within the coverage of EnergyAustralia Award 2003

PARTIES: EnergyAustralia -&- the Electricity Supply Professional Officers Association, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

ENERGY AUSTRALIA - EXECUTIVE ASSISTANTS' ENTERPRISE AGREEMENT 2004

Arrangement

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Appendix 1 - Recognition of Prior Service

1. Title

This agreement is to be known as the EnergyAustralia Executive Assistants' Enterprise Agreement 2004.

2 Parties

The parties to this agreement are:

EnergyAustralia; and

Electricity Supply Professional Officers' Association; and

NSW Local Government, Clerical Administrative, Energy, Airlines & Utilities Union on behalf of the Employees concerned.

3 Area, Incidence and Duration

- 3.1 The Agreement will provide coverage for employees titled Executive Assistants to EnergyAustralia's Managing Director, General Managers, and the Board Administration Assistant.
- 3.2 The Agreement totally regulates the terms and conditions of employment and rates of pay for the Employees who are covered by this Agreement to the exclusion of EnergyAustralia's Award whilst this Agreement is in force. This Agreement shall operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.
- 3.3 The Agreement shall be made for a nominal period of three years commencing 1 January 2004.
- 3.4 Employees in positions covered by the Agreement who are redeployed to a lower graded position, shall have their salaries and benefits adjusted in line with prevailing EnergyAustralia policy on salary maintenance.
- 3.5 No Employee shall be appointed or promoted to a position under this agreement without first going through a competitive selection process. All positions will be the subject of selection by merit only and at the sole decision of the Employer. This includes promotion or appointment that follows re-evaluation of a position. This clause, at all times, is subject to the conditions and provisions of EnergyAustralia's Merit Appointment Policy.

4 Disputes and Grievance Resolution

- 4.1 This clause refers to the Disputes and Grievance Resolution clause that appears in the EnergyAustralia Award 2003. Any changes to the aforementioned EnergyAustralia Award 2003 clause shall take effect in this Agreement.

5 Salary

- 5.1 Existing Employees covered by this Agreement shall be paid the appropriate wage or salary according to their approved pay point within the Administrative/ Clerical pay structure, including any access to Supplementary Pay Points as managed separately by each Division.
- 5.2 Transferral from Award to Enterprise Agreement conditions involves the relinquishing of Rostered Days Off (RDOs) for those Employees who will meet the standard hours of work as identified at clause 9, depending on both the business requirements and the individual's needs. Due to the variation of terms required by Employees covered by this agreement with regard to relinquished RDOs, details will be provided in an individual variation agreement, as set out at clause 8.
 - 5.2.1 An individual who nominates to relinquish any RDOs through an individual variation agreement will have the compensatory amount added to their base salary.
 - 5.2.2 Relinquished RDOs will be compensated at ordinary time only.
- 5.3 The salaries in (5.1) above are payable for all purposes and are inclusive of all allowances and hours of work other than:
 - 5.3.1 Travel or living expenses when working for EnergyAustralia. This clause operates with respect to EnergyAustralia policy and procedure.
 - 5.3.2 Reimbursement of business related/ educational expenses incurred in the course of employment with EnergyAustralia.
 - 5.3.3 Any individual variation agreement made, as identified at clause 8 of this Agreement, made in accordance with the agreed guidelines developed by the parties to this Agreement.

6 Salary Payment & Adjustment

- 6.1 Salary increases received under this Agreement will be exactly the same as those received under all future EnergyAustralia Award increases during the life of this Agreement. The increases will also occur on the same date as those received under the EnergyAustralia Award.
- 6.2 Salaries will be paid weekly by direct transfer to a maximum of five financial institutions, with a registered BSB number, as nominated by the Employee.

7 Performance / Bonus Review

- 7.1 The Employees covered by this Agreement are entitled to receive an agreed minimum remuneration in recognition of services for EnergyAustralia at an agreed standard. Further, those Employees may be entitled to receive additional remuneration for performance determined by reference to key result areas.
- 7.2 The maximum performance based bonus achievable is set at 10% of base salary as identified in the individual variations agreement.
- 7.3 Each year, Employees under this Agreement will be required to enter into a Performance Agreement with their Manager. This Performance Agreement will establish the key result areas/targets that the Employees will be measured against as part of their annual performance review.
- 7.4 Each position covered by this Agreement will be the subject of a specific, individual job description to which the key areas / targets will relate.
- 7.5 The formal performance review will be held in July/August of each year and will be linked to the performance management system of EnergyAustralia.
- 7.6 The Employee's performance for the year will be assessed against the achievement of the agreed key result areas/targets. Each Performance Agreement will specify the level of achievement/performance and dependent on the Employee's performance may result in the payment of additional performance based remuneration to the Employee.
- 7.7 The performance-based remuneration will be determined by weighting based on 20% divisional and 80% individual performance criteria. Those performance targets will be agreed between the Employee and the Manager at the time of setting the Employee's performance key result areas/ targets.
- 7.8 Each Performance Agreement will provide access to the performance-based remuneration where the Employee exceeds nominated performance targets.
- 7.9 The maximum total remuneration, as identified at clause 7.2 above, for any year will be determined according to the Employee's performance based remuneration outcome. The amount paid will depend on the Employee's performance against established targets and key result areas as agreed between the Employee and their Manager.
- 7.10 Completed performance agreements must be submitted for registration with the Managing Director, General Manager or Corporate Secretary, and the Enterprise Agreement Administrator at the beginning of each bonus assessment year, being 1 July - 30 June.
- 7.11 Achievement of performance related remuneration under this Agreement will operate in accordance with EnergyAustralia's bonus payment policy.

8 Individual Variations

- 8.1 Whilst based upon a collectively bargained Agreement, the Parties to this Agreement recognise that each of the positions covered by it are and will increasingly become, individually specialised and that Employees have or may have a desire to tailor their individual employment conditions within the context of this Agreement and the collective bargaining between the Parties.

- 8.2 As part of this Agreement an individual will have the option to vary his or her remuneration and conditions of employment by agreement with the Employer once during the term of this Agreement, provided that the Employee is not disadvantaged when his or her remuneration and conditions are viewed as a whole against the unvaried remuneration and conditions. This shall specifically include but not be limited to variation of hours of work and entitlements above statutory minimums.
- 8.3 All such variations agreed between the Employer and the Employee will be notified to the industrial organisation of which the Employee is a member on a commercial in confidence basis.
- 8.4 All variations will expire upon the expiration of this Agreement.
- 8.5 Any disputes, claims or grievances regarding variations will be subject to Clause 4 Disputes and Grievance Resolution of this Agreement.
- 8.6 All individual variations must be recorded in writing and will be made in accordance with the agreed guidelines developed by the parties to this agreement.

9. Hours of Work

- 9.1 Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will involve 40 hours per week and will involve working 8 hours per day over a five-day week, unless an individual variation agreement establishes otherwise.

10. Overtime

- 10.1 Overtime will be paid at the discretion of the individual manager and in accordance with the EnergyAustralia Award 2003.
- 10.2 Overtime will not be claimed by or paid to employees covered by this agreement in the following circumstances:
- 10.2.1 When receiving phone calls or responding to messages outside normal rostered working hours or during a rostered day off.
- 10.2.2 When providing advice or finding solutions outside normal rostered working hours or during a rostered day off.
- 10.2.3 When required to adjust starting and finishing times to accommodate short term variance in work demands.

11. Part-Time Employment

- 11.1 A part-time Employee is one who is employed as such and who works less than 40 hours per week.
- 11.2 A part-time Employee shall receive a rate of remuneration pro-rata commensurate with equivalent full time hours.
- 11.3 A part-time Employee shall be entitled to all service entitlements on a pro-rata basis commensurate with equivalent full-time hours. Training will also be provided at an appropriate level.
- 11.4 Part-time Employees will be entitled to apply for and be appointed to any Enterprise Agreement position, provided that they undergo EnergyAustralia's selection process and the position's duties / role can accommodate part-time employment.

12. Fixed Term Employment

- 12.1 A fixed term Employee is one who is engaged for a fixed period of time. "Fixed Term Employment" is defined as a period of employment for the duration of a specific project, or where it is expected that there will not be a continuing need for the position. At the expiry of the term, the Employee shall no

longer be employed. There is no expectation that fixed term employment will be extended beyond the specified duration or project.

- 12.2 Fixed term Employees shall be paid and be entitled to all the conditions under this Agreement that are appropriate.
- 12.3 The parties will consult and reach agreement before appointments are made under this clause. EnergyAustralia reserves the right to review the need for the position at the end of the stated term of the period of fixed employment.
- 12.4 Employees covered by the classifications under the EnergyAustralia Award may be employed under this provision on a fixed term basis. On completion of the period of fixed term employment, the Employee will revert back to Award conditions of employment.
- 12.5 Any external engagement(s) under this clause are subject to the exhaustion of internal merit appointment alternatives and are for the purpose of providing coverage during extended periods of leave which may be taken by the incumbent Employee from time to time.
- 12.6 Access to performance based remuneration for employees engaged under this clause will be determined by application of EnergyAustralia's bonus payment policy to the specific conditions of engagement.

13. Secondment

- 13.1 Where an Employee's conditions of employment are covered by this Agreement, the Employee may be employed under an individual contract of employment for a specific period of time. On termination of this period of time / contract the Employee will revert back to the employment conditions prescribed by this Agreement.
- 13.2 Where an employee successfully applies for a seconded role covered by the EnergyAustralia Award, all relevant Award conditions and rates of pay of the advertised role shall apply.

14. Job-Sharing

- 14.1 Job sharing is a particular type of work where one or more full-time positions are shared by two or more employees to cover an agreed span of hours.
- 14.2 Where a full-time employee requests to convert to part-time work and their current position requires full-time coverage due to business requirements, a job sharing arrangement may be suitable.
- 14.3 A job-sharer shall be paid a pro rata rate commensurate with their normal hours worked each week.
- 14.4 A job-sharer shall be entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week. Appropriate training will also be provided.
- 14.5 The Parties will consult before introducing a new area of job sharing.
- 14.6 In the event that one of the employees sharing a job either resigns or is appointed to another position, the remaining employee will be offered the opportunity to be appointed to the position on a full-time basis.
- 14.7 A breakdown in an existing job-share arrangement will not be used as an opportunity to change the full-time status of that position without full consultation with the appropriate union party(s).

15. Annual Leave

- 15.1 Employees shall accumulate 4 weeks of annual leave at the completion of each year of service.
- 15.2 Approval of requests for periods of annual leave by individual Employees will be determined subject to the need for adequate Employees being available to meet the needs of the organisation.

- 15.3 Annual leave may be taken in any combination of separate periods subject to sub-clause 15.2. These should be taken in whole days.
- 15.4 Annual leave will be paid at the Employee's nominated salary.
- 15.5 Employees may be allowed to take a period of annual leave in advance of its accrual subject to approval. Where their employment subsequently terminates before the leave has accrued on a pro rata basis, EnergyAustralia may deduct any pre payment from their termination pay.
- 15.6 Any public holidays as identified at clause 23 of this Agreement, which occurs during annual leave, shall not be deducted from the Employee's annual leave entitlements.
- 15.7 When an Employee ceases employment for any reason, they shall be paid for any annual leave, which has not yet been taken for each completed year of service. The Employee shall also be paid a pro rata amount for any leave, which has not been taken for any partly completed year of service. Payment for all outstanding annual leave shall be at the Enterprise Agreement rate of pay that applied at the time employment ceased.
- 15.8 Employees shall not commence annual leave whilst on sick or accident leave.

16. Sick Leave

- 16.1 Employees are entitled to sick leave when their sickness prevents them from attending their workplace.
- 16.2 Visits to a doctor or dentist during the employee's normal working hours and any other part day absences will be debited against the employee's sick leave entitlements.
- 16.3 Sick leave will not be paid where the absence arises from participation in any activity where the employee is paid by other than EnergyAustralia.
- 16.4 In determining an employee's total sick leave credit, service with an organisation which has merged with EnergyAustralia will be taken into account.
- 16.5 Where an employee has exhausted their entitlement to paid sick leave, additional leave with pay may be granted if the circumstances warrant it.
- 16.6 Where an employee has exhausted their entitlement to paid sick leave, and is granted leave without pay, that period may or may not count as service as determined by EnergyAustralia.
- 16.7 After three months an employee is entitled to 24 hours sick leave
 - After a total of six months an employee is entitled to an additional 32 hours
 - After a total of 12 months an employee is entitled to an additional 64 hours.
 - After a total of 18 months an employee is entitled to an additional 48 hours.
 - After a total of 24 months an employee is entitled to an additional 72 hours.
 - After a total of 36 months an employee is entitled to an additional 120 hours
 - After a total of 48 months an employee is entitled to an additional 120 hour.
 - After a total of 60 months an employee is entitled to an additional 144 hours
 - After every 12 months thereafter an employee is entitled to an additional 144 hours.
 - Any untaken portion of the entitlement shall accumulate for use in future years.

- 16.8 An employee who is diagnosed as being so sick that they are not expected to ever be fit for normal duties shall be "Retired-Ill Health". The date of retirement will normally be the date that their sick leave entitlements are exhausted. However, the employee will have the option to take a lump sum payment for sick leave in accordance with Clause 17 Cashing in Sick Leave and retire after any sick leave which accrued after 15 February 1993 has been exhausted. No additional sick leave entitlements will accrue from the date the diagnosis is made.
- 16.9 If an employee provides medical evidence that they were injured or sick whilst on annual leave or long service leave to such an extent that they were unable to derive benefit from the leave, then the period of leave which is affected will be recredited provided it is at least of five consecutive working days duration.
- 16.10 Award/ Public holidays and RDO's which occur during periods of sick leave are not counted as sick leave.
- 16.11 A certificate from a medical practitioner is required for all claims for sick pay which exceed three working days. However, where an employee's sick leave record is unsatisfactory, the employee may be required to produce a medical certificate to cover all absences for the next 12 months.
- 16.12 Claims for sick leave and/or pay not covered by a medical certificate shall not be made more frequently in any year of service than:
- in the case of employees with 1 year but less than 5 years' service - 4 occasions in a service year;
- in the case of employees with 5 years or more service - 6 occasions in a service year.
- 16.13 Paid sick leave will not be available for absences on either the last working day before, or the first working day after, an award/public holiday, annual leave or long service leave unless a medical certificate is provided.
- 16.14 A medical certificate should include the following information:
- Name of employee
- Name of Doctor and signature
- Reason for absence
- Period during which the employee is unfit for work, and
- Date of issue.
- While it is reasonable for EnergyAustralia to ask the reason for an absence, the employee and treating doctor can decide how much detail is provided.
- 16.15 Where an employee is required to obtain a medical certificate it should be obtained during the period of absence on sick leave and not be obtained retrospectively. This requirement may be waived in extenuating circumstances.
- 16.16 Part day absences shall be debited against the employee's sick leave entitlement.
- 16.17 Employees will make reasonable efforts to notify their manager as close to the normal start time as practical if they are going to be absent on sick leave.
- 16.18 If there is any dispute about a doctor's diagnosis in relation to sick leave, a second opinion may be obtained from another doctor jointly selected by the parties. This second opinion will be deemed to settle the dispute. Any cost for obtaining the second opinion will be paid by the party that the decision goes against.

17. Cashing in Sick Leave

- 17.1 This clause refers to the "Sick Leave" clause that appears in the EnergyAustralia Award 2003 with the exception of the clause below regarding the "Cashing In" of sick leave. Any changes to the aforementioned EnergyAustralia Award clauses shall take effect in this Agreement.
- 17.2 Where an employee retires at age 55 or above or accepts voluntary redundancy/ early retirement or is retired on medical grounds arising from illness or accident, the employee shall be paid at the ordinary rate of pay applicable to the employee's appointed grade at the date of termination for his /her accumulated untaken sick leave up to the date of termination as calculated below.
- 17.3 The maximum number of days of sick leave that may be cashed-in is to be calculated as follows:
- Step 1: Calculate the number of days of accumulated sick leave, as at the date of termination of employment.
- Step 2: Calculate the number of days of accumulated sick leave, as at 15 February 1993, that the Employee could have cashed-in if his or her employment had been terminated immediately before 15 February 1993.
- The maximum number of days of accumulated sick leave that may be cashed-in is the lesser of the numbers calculated under Step 1 and Step 2.
- 17.4 The intention of sub-clauses 17.2 and 17.3 above is to ensure that when an employee is obliged to use sick leave credits accumulated prior to 15 February 1993, then such leave will be recredited to the pre 15 February 1993 balance when the employee is again entitled to the annual sick leave credits available in the following year of service.

18. Long Service Leave

- 18.1 Long service leave shall accrue according to the following scale:
- | | |
|--|-----------------------|
| After 10 years' service | 13 weeks |
| After 15 years' service | Additional 8 ½ weeks |
| After 20 years' service | Additional 13 ½ weeks |
| After each additional 5 years' service | Additional 13 weeks |
- 18.2 All long service leave or payment in lieu is paid at the Employee's enterprise agreement rate of pay.
- 18.3 An Employee who has completed 5 years' service and less than 10 years' service with EnergyAustralia and whose employment terminates for any reason other than misconduct, shall be entitled to payment of 1.3 weeks pay for each year of service and pro rata for partly completed years to the nearest whole month.
- 18.4 An Employee who has completed 10 or more years' service with EnergyAustralia and whose employment terminates for any reason other than misconduct, shall be entitled to the following pro rata long service leave, minus any periods of long service leave already taken and any periods which have been paid out under subclause 18.8:

Ten years' service	13 weeks
Between 10 and 15 years' service	1.7 weeks per year
Between 15 and 20 years' service	2.7 weeks per year
After 20 years' service	2.6 weeks per year

Pro rata amounts will be paid for partly completed years to the nearest whole month.

- 18.5 Employees who have continuity of service with an organisation, which merged with EnergyAustralia, will have that service and any periods of long service leave taken into consideration in calculating their entitlement. Refer to Clause 28 for details on how the period of service is calculated.

- 18.6 Employees shall not commence long service leave whilst on sick or accident leave.
- 18.7 Employees are required to give at least 4 weeks notice of their intention to take long service leave. Shorter notice may be agreed subject to work requirements. Leave will be approved subject to essential work requirements.
- 18.8 Employees shall be able to choose whether or not to accrue leave under this Clause or the *Long Service Leave Act 1955*. If the Employee elects the option to cash out the difference in their Long Service Leave entitlement then, the difference shall be paid at the time the Employee chooses this option. This choice cannot be made until an Employee has accrued a pro rata entitlement to Long Service Leave after 5 years' service.
- 18.9 Long service leave may be taken at half pay. All long service leave will be taken in amounts no less than one day subject to the absence being approved.

19. Special Leave

- 19.1 Special Leave may be granted for the following purposes:
 - Bereavement
 - Blood Donations
 - Attending to Union Matters; including trade union training & official conferences
 - Attending Employee Assistance Program
 - Personal
- 19.2 Special leave may be granted with or without pay at the discretion of EnergyAustralia.
- 19.3 Special leave may or may not count for service at the discretion of EnergyAustralia.
- 19.4 An Employee who is required to attend for Jury Service will be granted leave which will count as service. An Employee will be paid the difference between their base salary and the amount paid for jury service.
- 19.5 Special Leave with pay will be granted to Employees for their first appointment with the Employee Assistance Program. Subsequent appointments are subject to sub-clauses (19.2) and (19.3) above.

20. Personal / Carer's Leave

- 20.1 Use of Sick Leave
 - 20.1.1 An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in subparagraph 20.1.3.2, who needs the Employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for in clause 16 "Sick Leave", for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of one day. This entitlement is effective from the date of approval of this Agreement.
 - 20.1.2 The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned, and that the illness is such as to require care by another person. In normal circumstances an Employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
 - 20.1.3 The entitlement to use sick leave in accordance with this clause is subject to:

20.1.3.1 The Employee being responsible for the care and support of the person concerned:
and,

20.1.3.2 The person concerned being:

20.1.3.2.1 A spouse of the Employee; or

20.1.3.2.2 A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

20.1.3.2.3 A child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee; or

20.1.3.2.4 A same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or

20.1.3.2.5 A relative of the Employee who is a member of the same household, where for the purposes of this paragraph:

1. "relative" means a person related by blood, marriage or affinity;
2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. "household" means a family group living in the same domestic dwelling.

20.1.4 An Employee shall, wherever practicable, give the Employer reasonable notice prior of the intention to take leave, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

20.2 Unpaid Leave for family purposes

20.2.1 An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-paragraph 20.1.3.2 above, who is ill.

20.3 Rostered Days Off

20.3.1 Where Employees have retained access to rostered days off through the making of an individual variation agreement, then the Employee may elect, with the consent of the employer, to take a rostered day off, for the purpose of providing care and support to a class of person set out in sub-paragraph 20.1.3.2 above, who is ill.

20.4 Annual Leave

20.4.1 An employee may elect with the consent of the employer, to take annual leave for the purposes of providing care to a class of person set out in sub-paragraph 20.1.3.2 above.

20.5 Grievance Process

In the event of any dispute arising in connection with any part of this clause, such dispute should be processed in accordance with the disputes and grievance provisions of the EnergyAustralia Award 2003.

21. Parental Leave

- 21.1 The provisions of the *Industrial Relations Act (NSW) 1996* shall apply.
- 21.2 Employees who are eligible for maternity leave without pay under the *Industrial Relations Act 1996* shall be entitled to receive up to 9 weeks of paid leave (at their agreed base salary as identified in the individual variation agreement), or 18 weeks at half pay as part of the 12 months available under the Act.

22. Career Break

- 22.1 Employees are eligible to apply for a career break to meet personal, family or community responsibilities - e.g. study, child rearing, looking after a sick relative, personal development, etc.
- 22.2 A career break provides between three months and one year of unpaid leave and may be combined with other leave to provide a total period of absence up to two years.
- 22.3 Employees who take a career break maintain continuity of employment but the period of leave does not count for service.
- 22.4 Employees who take a career break will be able to return to either their old position or an equivalent position.
- 22.5 Further reference for career breaks can be made from the Career Break Policy and Procedure.

23. Public Holidays

- 23.1 Employees are entitled to be absent from work without loss of agreed minimum remuneration rate for any day which is Gazetted as a Public Holiday for the area in which they normally work.
- 23.2 Employees under this agreement are not entitled to Picnic Day unless the Employee is a financial union member.

24. Terms of Employment

- 24.1 Termination of employment shall comply with the terms of the *Industrial Relations Act (NSW) 1996*. It is not the intention of the parties to treat Employees under this agreement in a manner which is different to other Award covered Employees in relation to continuity or termination of employment.
- 24.2 EnergyAustralia shall give an employee the following periods of notice or payment in lieu:

Employee's period of continuous service with EnergyAustralia (See Clause 27 Calculation of Service)	Period of Notice
Less than 1 year	1 week
Between 1 and 3 years	2 weeks
Between 3 and 5 years	3 weeks
More than 5 years	4 weeks

- 24.2.1 This period of notice given by EnergyAustralia is increased by one week if the employee is over 45 years of age and has completed at least two years of continuous service with EnergyAustralia. These Employees are not required to give an extra week of notice.
- 24.2.2 No notice is required where an Employee is dismissed because of serious misconduct.
- 24.2.3 Payment in lieu of the required notice period or portion of it can be made by the Employer, or a portion of it can be surrendered by the Employee if he or she wishes to leave the employment with a shorter period of notice, with the Employer's agreement.

25. Duties as Directed

- 25.1 The relevant General Manager, Managing Director, or Corporate Secretary may direct Employees under this Agreement to carry out such duties at their normal place of employment or other locations (by consultation) as may be required from time to time provided that the duties are within the Employee's skill, competence and training, and satisfy any relevant professional code of ethics.

26. Competency Development Framework

- 26.1 The Parties to this Agreement acknowledge that the continuing development of the positions covered by this Agreement is in the interests of EnergyAustralia and can be enhanced through a competency framework, to compliment the delivery of performance related remuneration and identify the areas of development for the individual that may be appropriate.
- 26.2 The competency framework will be aligned to the nationally recognised competency standards, and comply with the National Qualifications Packaging Rules in order to gain recognised qualification/s, as established by the Australian National Training Authority.
- 26.3 All Employees covered by this Agreement may be required by the Employer to undertake a reasonable and necessary level of training to facilitate the Employee in question being able to perform more and/or different functions and duties than he or she may have performed in the past. This requirement shall be commensurate with, and have regard to the Employee's training, skills and competence to perform such functions and duties to satisfactory and safe standards.

27. Calculation of Service

- 27.1 All service as an apprentice, trainee or cadet shall count towards service entitlements under this Agreement.
- 27.2 The following periods will not count for service and will not break the continuity of service with EnergyAustralia:
- Sick leave without pay
 - Parental leave without pay
 - Leave without pay, whether authorised or not
 - Career Break.
- Leave without pay can be assessed on a case-by-case basis by EnergyAustralia to determine whether or not it will count for service.
- 27.3 Where EnergyAustralia has terminated an Employee's employment because of ill health or injury, and the Employee is subsequently retired, the total length of service shall be taken into account in calculating the Employee's entitlements.
- 27.4 Employees who commenced duties with EnergyAustralia as a result of the amalgamations and mergers of Shires, Municipalities and County Councils on or prior to 1 January 1980 and mergers in 1995 shall have their previous service recognised in calculating their service entitlements.
- 27.5 From the date of corporatisation of EnergyAustralia, 1 March 1996, the following service counts for long service (extended) leave purposes for staff employed by EnergyAustralia as at 1 March 1996:
- Prior service with approved Government Departments will be recognised. This provision only applies for Employees who were employed before 1 March 1996 - Schedule 1 of Appendix 1.
 - Prior service with approved NSW Authorities will be recognised - Schedule 2 of Appendix 1.

Prior service with former local government regulated distributors which were engaged in electricity distribution will be recognised - Schedule 3 of Appendix 1; and

Prior service with approved State-Owned Corporations will be recognised - Schedule 4 of Appendix 1.

Prior service with the Australian Public Service will no longer be recognised after 1st March 1996.

27.6 New Employees recruited from the New South Wales Public Service after 1 March 1996, will continue to have the option of transferring their existing extended leave, recreation leave and sick leave balances to EnergyAustralia, subject to the existing arrangements for transfer of funds from the previous Employer.

27.7 For the purposes of (27.5) and (27.6) above, the period of service for recognition must be 'continuous', which is defined as follows:

the Employee entered on duty in EnergyAustralia on the next working day following cessation of employment with the recognised former Employer; or

the Employee has been accepted for employment by EnergyAustralia prior to the last day of service with the recognised former Employer, in which case a break of up to 2 months may be allowed between cessation of duty with the former recognised Employer and commencement of employment with EnergyAustralia.

28. Acting in Positions

28.1 Employees who are not employed in a job covered by this Agreement but who act in a position covered by this Agreement shall continue to be employed under the terms of EnergyAustralia's Award, but shall be paid the salary for the position at the base grade of the incumbent, without access to the additional Supplementary Pay Points and shall work in accordance with the conditions of this Agreement while acting.

28.2 Award Employees who act in a position covered by this Agreement are entitled to accrue all rostered days off which occur during the period of acting, up to a maximum of 12 months, in order to meet the hours of work as stipulated at clause 9.

28.2.1 The employee may elect to receive payment for all accrued RDOs, prior to returning to their Award position, subject to management approval. Such payment will be made at the base rate paid whilst working under the conditions of this agreement.

28.2.2 Alternatively the employee may elect to utilise the balance of accrued RDOs as a form of leave, within 6 months of returning to their Award position, subject to management approval.

28.2.2.1 Where an employee has been acting in a position covered by this Agreement for the maximum period of 12 months then the election to utilise the balance of RDOs as a form of leave must be within 12 months of returning to their Award position.

28.2.3 The above election at 28.2.2 and 28.2.2.1 must be made prior to commencing in the Acting position covered by this Agreement and with the approval of the releasing manager.

28.3 Employees who are covered by this Agreement and act in another job covered by this Agreement shall receive the appropriate salary for the job in which they are acting.

28.4 Employees who are covered by this Agreement and who act in a Senior Contract position shall continue under the conditions of this Agreement but shall be paid according to the minimum remuneration for the said Senior Contract position or their current rate, whichever is the greater. General Managers / Managers may review and set the higher-grade rate where applicable.

- 28.5 Where an employee successfully applies to act in a position covered by the EnergyAustralia Award, all relevant Award conditions and rates of pay of the acting role shall apply.
- 28.6 If an Employee takes any form of leave during the first 13 weeks of an acting higher grade, the period of leave will not attract the higher rate of payment.
- 28.7 Any application of the performance-based remuneration as identified at clause 7 of this agreement shall be in accordance with the EnergyAustralia Bonus Payment Policy.

29. Supplementary Superannuation

- 29.1 Subject to the provisions of Clause (29.2) this clause applies to Employees who:
 - 29.1.1 were employed by Sydney County Council on or before 31 March 1977; and
 - 29.1.2 were contributing to the same Local Government Superannuation Scheme on 30 April 1990 that he/she was contributing to on 31 March 1977; and
 - 29.1.3 were compulsorily transferred to the State Authorities Superannuation Scheme on 1 May 1990; and
 - 29.1.4 have completed at least 20 years' continuous service with EnergyAustralia and Sydney County Council; and
 - 29.1.5 retired-age, retired ill-health, were dismissed for reasons other than misconduct, took voluntary redundancy or died whilst still employed.
- 29.2 Employees who meet all the above conditions shall be paid a supplementary superannuation benefit equal to the difference between:
 - 29.2.1 $E = 3.5 + 0.07 (S - 20)$

where E = the Employee's entitlement measured in weeks of pay per year of service at their or agreed ordinary rate,

and S = 45 or the total number of years service (including a portion for part completed years to the nearest whole month) whichever is the lesser.
- 29.3 The monetary benefits directly attributable to all payments made or to be made in respect of the Employee by EnergyAustralia or any other Employer under the provisions of the *Local Government and Other Authorities (Superannuation) Act, 1927*, and the *State Authorities Superannuation Act, 1987*, or its successor.
- 29.4 This clause shall not apply to an Employee who is a contributor under the Pension Fund provisions of the *Local Government and Other Authorities (Superannuation) Act 1927* or a contributor under the provisions of the *Superannuation Act 1916*.
- 29.5 This clause also applies to Employees who were formerly employed by a County Council and who were transferred to Sydney Electricity on 1 January 1980 provided that:
 - 29.5.1 They maintained continuity of service in the transfer.
 - 29.5.2 They fulfil the requirements in sub-clause 29.1 of this clause.

If they meet these criteria, service with a County Council prior to being transferred to Sydney Electricity on 1 January 1980 will be counted in calculating any entitlement under this clause.
- 29.6 Severance Allowance

Where prior to the merger between EnergyAustralia and the former Shortland / Orion Energy, Orion Employees were entitled to a severance allowance, then the severance allowance conditions and entitlements under the Employees former conditions will be recognised under the terms of the Enterprise Agreement.

30. Anti-Discrimination

- 30.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of, race (colour, ethnic, or ethno-religious background, descent or nationality), sex (including pregnancy), marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- 30.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 30.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 30.4 Nothing in this clause is to be taken to affect:
- 30.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation
 - 30.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 30.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - 30.4.4 a party to this agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 30.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

31. Miscellaneous Conditions of Employment

31.1 Telephone Rental

On production of the appropriate telephone account nominated Employees who are required to take or make business calls at home will be reimbursed the cost of those business calls as nominated by the Employee and proportion of telephone rental, in accordance with the Corporate Directive 13/2002 and EnergyAustralia's Telephone Policy (IT&TIS001).

31.3 Retirement

An Employee may retire from EnergyAustralia after reaching 55 years of age.

EXECUTION CLAUSE

EXECUTED as an agreement.

Signed for and on behalf of EnergyAustralia:)
)
)

Signatory

Witness

Print Name Judith Butler

Print Name Bruce Grimshaw

SIGNED for and on behalf of ELECTRICITY)
SUPPLY PROFESSIONAL OFFICERS')
ASSOCIATION:)

Signatory

Print Name Alan James Cortissos

Witness

Print Name Judith Butler

SIGNED for and on behalf of NSW LOCAL)
GOVERNMENT, CLERICAL,)
ADMINISTRATIVE, ENERGY, AIRLINES &)
UTILITIES UNION)

Signatory

Print Name Paul Marzato

Witness

Print Name Judith Butler

APPENDIX 1

RECOGNITION OF PRIOR SERVICE

Appendix 1 - Schedule 1

Recognised NSW Government Departments as at 26 July 1996

Department of Aboriginal Affairs

Ageing and Disability Department

Department of Agriculture

Ministry for the Arts, including Powerhouse Museum

Attorney General's Department

The Audit Office of New South Wales

Office of the Board of Studies

Building Services Corporation

Department of Bush Fire Services

Department of Business and Regional Development

Cabinet Office

Community Services Commission

Motor Accidents Authority

National Parks and Wildlife Service

New South Wales Fire Brigades

New South Wales Meat Industry Authority

Olympic Co-ordination Authority

Ombudsman's Office
Parliamentary Counsel's Office
Ministry for Police and Emergency Services
Premiere's Department
Public Trust Office
Department of Public Works and Services
Royal Botanic Gardens and Domain Trust
Rural Assistance Authority
Department of School Education
Department of Sport and Recreation
Department of State Development
State Electoral Office
State Emergency Service
State Forests, Forestry Commission
Tourism New South Wales
Department of Training and Education Co-ordination
Department of transport
The Treasury
Department of Foreign Affairs
Department of Corrective Services
New South Wales Crime Commission
New South Wales Dairy Corporation
Darling Harbour Authority
Department of Community Services
Office of the Director of Public Prosecutions
Department of Energy
Environment Protection Authority
Ethnic Affairs Commission
NSW Fisheries
Forestry Commission (except State Forests)

Department of Gaming and Racing
Department of Health Care Complaints Commission
Home Purchase Assistance Authority
HomeFund Commissioner's Office
Department of Housing
Department of Industrial Relations
Department of Juvenile Justice
Department of Land and Water Conservation
Legal Aid Commission
Department of Local Government
Department of Mineral Resources
Department of Urban Affairs and Planning
Department for Women
WorkCover Authority

APPENDIX 1

Schedule 2

List of Recognised NSW Authorities
Maritime Services Board
Water Conservation and Irrigation Commission
Department of Main Roads (RTA)
Metropolitan Water, Sewerage and Drainage Board (Sydney Water)
Police Force
Department of Railways (State Rail)
Department of Government Transport (State Transit Authority)
Department of Motor Transport
Milk Board
The Legislature
Metropolitan Meat Industry Board
Electricity Commission (PacPower / Transgrid)
Hunter District Water Board

Board of Fire Commissioners of New South Wales

Broken Hill Water Board

State Mines Control Authority

Grain Elevators Board of New South Wales

State Planning Authority of New South Wales

Cobar Water Board

Homebush Bay Ministerial Corporation

State Superannuation Investment and Management Corporation

TAFE Commission

The Auburn District Hospital

The Balmain Hospital

The Bankstown Hospital

The Canterbury District Memorial Hospital

The Eastern Suburbs Hospital

The Fairfield District Hospital

The Hornsby and District Hospital

The Langton Clinic (Moore Park)

The Liverpool District Hospital

The Manly District Hospital

The Marrickville District Hospital

The Mona Vale Hospital

The Parramatta District Hospital

The Prince Henry Hospital

The Prince of Wales Hospital

The Rachel Forster Hospital'

The Royal North Shore Hospital of Sydney

The Royal South Sydney Hospital

The Ryde District Soldiers' Memorial Hospital

The St George Hospital

The Sutherland Hospital

The Sydney Hospital

The Sydney Homoeopathic Hospital

The Sydney Home Nursing Service

The Western Suburbs Hospital

The Women's Hospital (Crown Street)

The Karitane Mothercraft Society in respect of: Karitane Mothercraft Training Centre, Woollahra

The Australian Red Cross Society in respect of: Blood Transfusion Service; The Graythwaite Red Cross Home, North Sydney; Eleanor Mackinnon Junior Red Cross Home, Cronulla; The Lady Gowrie Red Cross Convalescent Home, Gordon; Berida Junior Red Cross Home; The Bodington Red Cross Hospital

The Benevolent Society of New South Wales in respect of: The Royal Hospital for Women: Scarba (Bondi)

NSW College of Nursing

New South Wales Society for Crippled Children in respect of: Margaret Reid Home, St Ives: Cleveland Hospital and Clinic for Crippled Children (Surry Hills); Beverley Park Home, Campbelltown

The Carrington Centennial Hospital for Convalescents

The Royal Ryde Homes

Royal Society for the Welfare of Mothers and Babies in respect of: The Carpenter Mothercraft

Home, Wollstonecraft; The Tresillian Homes at Petersham, Vaucluse and Willoughby

United Dental Hospital

The Adelong Hospital

The Albury Base Hospital

The Armidale and New England Hospital, Armidale

The Ballina District Hospital

The Balranald District Hospital

The Bangalow District (War Memorial) Hospital

The Barham and Koondrook Soldiers' Memorial Hospital

The Barraba Hospital

The Bateman's Bay District Hospital

The Bathurst District Hospital

The Batlow District Hospital

The Bega District Hospital

The Bellinger River District Hospital

The Berrigan War Memorial Hospital
The Bowral and District Hospital
The Bingara District Hospital
The Blacktown District Hospital
The Blayney District Hospital
The Blue Mountains District Anzac Memorial Hospital
The Boggabri District Hospital
The Bombala District Hospital
The Boorowa District Hospital
The Bourke District Hospital
The Braidwood District Hospital
The Brentwood Hospital, Muswellbrook
The Brewarrina District Hospital
The Broken Hill and District Hospital
The Bulahdelah District Hospital
The Bulli District Hospital
The Byron District Hospital
The Camden District Hospital
The Campbell Hospital, Coraki
The Canowindra Soldiers' Memorial Hospital
The Carcoar District Hospital
The Casino and District Memorial Hospital
The Cessnock District Hospital
The Cobar District Hospital
The Coffs Harbour and District Hospital
The Coledale District Hospital
The Collarenebri District Hospital
The Condobolin District Hospital
The Coolah District Hospital
The Cooma District Hospital

The Coonabarabran District Hospital
The Coonamble District Hospital
The Cootamundra District Hospital
The Corowa Hospital
The Cowra District Hospital
The Crookwell District Hospital
The Cudal War Memorial Hospital
The Culcairn District Hospital
The Delegate District Hospital
The Deniliquin Hospital
The Dorrigo Hospital
The Dubbo Base Hospital
The Dunedoo War Memorial Hospital
The Dungog and District Hospital
The Eugowra Memorial Hospital
The Finley Hospital
The Forbes District Hospital
The Gilgandra District Hospital
The Glen Innes District Hospital
The Gloucester Soldiers' Memorial Hospital
The Goodooga District Hospital
The Gosford District Hospital
The Goulburn Base Hospital,
The Governor Phillip Special Hospital (Penrith)
The Gower Wilson Memorial Hospital, Lord Howe Island
The Grafton Base Hospital
The Aruma Home (Grafton)
The Grenfell District Hospital
The Griffith Base Hospital
The Gulgong District Hospital

The Gundagai District Hospital
The Gunnedah District Hospital
The Guyra District War Memorial Hospital
The Hastings District Hospital
The Hawkesbury Benevolent Society and Hospital
The Hay Hospital
The Henty District Hospital
The Hillston District Hospital
The Holbrook District Hospital
The Holbrook District Hospital
The Inverell District Hospital
The Ivanhoe District Hospital
The Jerilderie District Hospital
The Junee District Hospital
The Kiama District Hospital
The Kyogle Memorial Hospital
The Kurri Kurri District Hospital
The Lake Cargelligo District Hospital
The Leeton District Hospital
The Lismore Base Hospital
The Lithgow District Hospital
The Lockhart and District Hospital
The McCaughey Memorial Hospital, Urana
The Macksville and District Hospital
The Maclean (Lower Clarence) Hospital
The Macleay District Hospital
The Maitland Hospital
The Manilla District Hospital
The Manning River District Hospital
The Merriwa District Hospital

The Milton-Ulladulla Hospital
The Molong District Hospital
The Moree District Hospital
The Moruya District Hospital
The Mudgee District Hospital
The Mullumbimby and District War Memorial Hospital
The Murrumburrah-Harden District Hospital
The Narrabri District Hospital
The Narrandera District Hospital
The Narromine District Hospital
The Nepean District Hospital
The Newcastle Western Suburbs Maternity Hospital
The Nimbin District Memorial Hospital
The Nyngan District Hospital
The Oberon District Hospital
The Old Folks' Home (Broken Hill)
The Orange Base Hospital
The Pambula District Hospital
The Parkes District Hospital
The Port Kembla District Hospital
The Portland District Hospital
The Prince Albert Memorial Hospital (Tenterfield)
The Queanbeyan District Hospital
The Queen Victoria Memorial Hospitals
The Quirindi District Hospital
The Royal Newcastle Hospital
The Rylstone District Hospital
The Scott Memorial Hospital (Scone)
The Shoal haven District Memorial Hospital
The Singleton District Hospital

The Tamworth Base Hospital
The Temora and District Hospital
The Tibooburra District Hospital
The Tingha District Hospital
The Tocumwal Hospital
The Tottenham Hospital
The Trangie Hospital
The Tullamore District Hospital
The Tumbarumba District Hospital
The Tumut and District Hospital
The Tweed District Hospital
The Urbenville and District Hospital
The Ungarie District Hospital
The Vegetable Creek Hospital
The Wagga Wagga Base Hospital
The Walcha District Hospital
The Wallsend District Hospital
The Walgett District Hospital
The Warialda District Hospital
The Warren District Hospital
The Wauchope District Memorial Hospital
The Wee Waa District Hospital
The Wellington District Hospital
The Wentworth District Hospital
The Werris Creek District Hospital
The Wilcannia and District Hospital
The Wilson Memorial Hospital (Murrurundi)
The Wingham and District War Memorial Hospital
The Wollongong Hospital
The Wyalong and District Hospital

The Yass District Hospital

The Yeoval Hospital

The Young District Hospital

The Royal Prince Alfred Hospital

The Royal Alexandra Hospital for Children

Chatswood District Community Hospital

Public Transport Commission of New South Wales

New South Wales Ambulance Board

Zoological Parks Board of New South Wales

Health Commission of New South Wales

Dairy Industry of New South Wales

Sydney Cove Redevelopment Authority

New South Wales Planning and Environment Commission

Metropolitan Waste Disposal Authority (Waste Recycling and Processing Service of NSW)

Totalizer Agency Board of New South Wales

New South Wales Retirement Board

Transport Retirement Board

New South Wales Fish Marketing Authority

Greyhound Racing Control Board

New South Wales Film Corporation

New South Wales Hospitals Planning Advisory Centre

Trotting Authority of New South Wales

Westmead Centre of the Parramatta Hospitals

Sydney Farm Produce Authority Market

Public Authorities Superannuation Board (State Authorities Superannuation Board)

Independent Commission Against Corruption

Judicial Commission of New South Wales

ACT Electricity and Water Authority

Community Welfare Corporation

Home Care Service of New South Wales

New South Wales Lotteries

Government Pricing Tribunal of New South Wales

APPENDIX 1

Schedule 3

Services for former electricity distributors recognised for extended leave purposes

Broken Hill Electricity

Central West Electricity

Illawarra Electricity

Monaro Electricity

Murray River Electricity

Murrumbidgee Electricity

Namoi Valley Electricity

New England Electricity

North West Electricity

Northern Riverina Electricity

Northern Rivers Electricity

NorthPower

Ophir Electricity

P-CCC Electricity

Prospect Electricity

Shortland Electricity

South West Slopes Electricity

Southern Mitchell Electricity

Southern Riverina Electricity

Southern Tablelands Electricity

Tumut River Electricity

Ulan Electricity

Western Power

APPENDIX 1

Schedule 4

Organisations recognised for extended leave purposes under the State-Owned Corporations Act

Energy South

Far West Energy

First State Power

Macquarie Generation

MetNorth Energy

MetSouth Energy

MidState Energy

NorthPower