



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Ausgrid Management Pty Ltd T/A Ausgrid
(AG2025/23)

AUSGRID ENTERPRISE AGREEMENT 2024

Electrical power industry

COMMISSIONER P RYAN

SYDNEY, 7 FEBRUARY 2025

Application for approval of the Ausgrid Enterprise Agreement 2024

[1] Ausgrid Management Pty Ltd (**Employer**) has made an application for approval of an enterprise agreement known as the *Ausgrid Enterprise Agreement 2024 (Agreement)* pursuant to s.185 of the *Fair Work Act 2009 (FW Act)*. The Agreement is a single enterprise agreement.

Section 190 Undertakings

[2] The Employer provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

Sections 186, 187, 188 and 190

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the FW Act as are relevant to this application for approval have been met. In coming to this conclusion, I have had regard to the material contained in the application, the accompanying declaration, the responses to issues identified, and the Statement of Principles.¹

National Employment Standards

[4] I observe that clause 3.6 of the Agreement provides that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

Section 183 Bargaining Representatives

¹ *Fair Work (Statement of Principles on Genuine Agreement) Instrument 2023.*

[5] The “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (**AMWU**), the Association of Professional Engineers, Scientists and Managers, Australia (**APESMA**), the Australian Municipal, Administrative, Clerical and Services Union (**ASU**), the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**), the Community and Public Sector Union (**CPSU**), and the Mining and Energy Union (**MEU**), each being a bargaining representative for the Agreement, have given notice under s.183 of the FW Act that they want the Agreement to cover them.

[6] In accordance with s.201(2), I note that the Agreement covers the AMWU, the APESMA, the ASU, the CEPU, the CPSU, and the MEU.

Approval

[7] The Agreement is approved and, in accordance with s.54 of the FW Act, will operate from 14 February 2025. The nominal expiry date of the Agreement is 1 September 2027.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2025/23

Applicant:

Ausgrid Management Pty Ltd T/A Ausgrid

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Paul York, Head of Employee Relations, have the authority given to me by Ausgrid Management Pty Ltd to give the following undertakings with respect to the *Ausgrid Enterprise Agreement 2024* ("the Agreement"):

1. The Dispute Settlement Procedure set out at clause 41 of the Agreement will apply to any disputes relating to the National Employment Standards, in accordance with section 186 of the *Fair Work Act 2009* (Cth).

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

Signature:



Date: 4 February 2025

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

Ausgrid Enterprise Agreement
2024

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1. TITLE

This Agreement will be known as the Ausgrid Enterprise Agreement 2024.

2. COVERAGE AND OPERATION OF AGREEMENT

2.1 Date and period of operation

This Agreement shall take legal effect seven days after the date of its approval by the Fair Work Commission (**FWC**) and will nominally expire on 1 September 2027.

2.2 Application and parties covered

This Agreement covers:

- 2.2.1 Ausgrid Management Pty Ltd (**Ausgrid** or the **employer**); and
- 2.2.2 Current and future employees of Ausgrid employed in the classifications listed in this Agreement at Appendix 1A or the bands in Appendix 4 but excluding the employees described in clause 2.2.5;
- 2.2.3 and subject to the provision below, also covers:
 - (i) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia [CEPU];
 - (ii) NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Branch of the Australian Municipal, Administrative, Clerical and Services Union [ASU/USU];
 - (iii) The Association of Professional Engineers, Scientists and Managers, Australia [APESMA] known as Professionals Australia [PA];
 - (iv) The Community and Public Sector Union [SPSF Group] New South Wales Branch;
 - (v) Mining and Energy Union - Northern Mining and NSW Energy District [MEU];
 - (vi) Australian Manufacturers Working Union [AMWU],

provided the above employee representatives give notice in accordance with section 183(1) of the Fair Work Act 2009 (the **Act**), and the FWC notes in its decision to approve the Agreement, that the Agreement covers these employee representatives.

- 2.2.4 Subject to clause 2.2.5, this Agreement covers the following categories of employees:
 - (a) employees who are engaged in the bands in Appendix 4 of this Agreement and whose Ordinary Rate of Pay is at or below Band D(3) in Appendix 4 of this Agreement;
 - (b) employees who are appointed as Professionals, Managers and Specialists under clause 45 of this Agreement and whose Ordinary Rate of Pay is as set out in Appendix 1A of this Agreement;
 - (c) employees who are appointed as Engineers under the bands in Appendix 4 of this Agreement and whose Ordinary Rate of Pay is at or below Band D(3) in Appendix 4;
 - (d) employees covered by the terms and conditions in Appendix 2 – Contract to EBA Transition.

2.2.5 This Agreement shall not cover:

- (a) any employee who is not engaged in a classification in Appendix 1 or the bands in Appendix 4 and who receives an Ordinary Rate of Pay;
 - (i) above Band D(3) in Appendix 4 of this Agreement; or
 - (ii) in the case of Professionals, Managers and Specialists, above Level 3 as outlined in Appendix 1A of this Agreement
- (b) any person employed as a Senior Employee Relations Advisor, Employee Relations Advisor, Employee Relations Officer or People Partner (or equivalent role title); and
- (c) any person employed after the date on which this Agreement commences operation and:
 - (i) who receives an Ordinary Rate of Pay that is greater than the rate of pay for Professionals, Managers and Specialists Level 2 as outlined in Appendix 1A of this Agreement; and
 - (ii) who works in People & Culture, Legal, Property and Governance, Information Technology, Change & Program Delivery, Customer Relations, Finance, Commercial & Procurement, Strategy & Regulation, Risk, Communications and External Affairs (or any business unit that replaces them); and
 - (iii) for the avoidance of doubt, does work that is not of an engineering, operational or core network facing nature.

3. RELATIONSHIP TO PARENT AWARD AND OPERATION

- 3.1 This Agreement covers employees to the exclusion of the *Electrical Power Industry Award 2020*, rescinds and replaces all awards and previous Ausgrid enterprise agreements between the persons covered by this Agreement including but not limited to the Ausgrid Enterprise Agreement 2021 including Appendix 1 to 5 inclusive.
- 3.2 The parties to this Agreement agree that the remuneration payable under this Agreement is in satisfaction of any entitlements or benefits under any award or applicable industrial instrument that applies to the employees covered by this Agreement.
- 3.3 The parties to this Agreement agree not to make any claims, in their own right or for or on behalf of any employee, for any entitlements or benefits under any award or other applicable industrial instrument that applies to the employees covered by this Agreement.
- 3.4 Negotiations for a replacement agreement will commence within the six (6) month period, but no later than four (4) months, before the nominal expiry of this Agreement.
- 3.5 Any remuneration paid by Ausgrid to an employee covered by this Agreement, which is in excess of the legislated basic minimum hourly amount payable to the employee, may be offset against any claim by an employee for entitlements or benefits under any other award or industrial instrument which might be found to apply to the employee.
- 3.6 In the event of an inconsistency between the terms of this Agreement and the

National Employment Standards (**NES**), where the NES provides a greater benefit to an employee, the NES provision will apply to the extent of the inconsistency.

4. PURPOSE AND PRINCIPAL OBJECTS OF AGREEMENT

- 4.1 The parties covered by this Agreement commit to the adoption of new technology and regularly reviewing and changing work processes and structures to achieve a commercially viable operation that is safe, sustainable and meets the needs of Ausgrid's customers.
- 4.2 The parties covered by this Agreement commit to implement changes which meet the goals set out in clause 4.1 and ensure continuous improvement of Ausgrid structures and processes.
- 4.3 The parties covered by this Agreement undertake to achieve best practice and business success through increased productivity measured in terms of safety, timely completion of work, quality and cost.

5. SAFETY

- 5.1 Ausgrid and its employees recognise their obligations under workplace health and safety legislation to ensure the workplace is safe. In doing so the parties recognise the importance of:
 - 5.1.1 Ausgrid providing physical and mental health programs, and employees participating in them; and
 - 5.1.2 Taking steps to prevent and appropriately respond to sexual harassment, bullying, harassment and unlawful discrimination in the workplace.
- 5.2 Ausgrid's primary concern is the health and safety of its employees, contractors, visitors, customers and the general public. The parties to this Agreement agree to share an ongoing commitment to promote the health, safety and welfare of all employees, contractors, customers, visitors and the general public and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective.

6. DEFINITIONS

- 6.1 **"Act"** means the *Fair Work Act 2009*.
- 6.2 **"Appointed position"** means the position to which an employee has been appointed.
- 6.3 **"Ausgrid" or the "employer"** in this agreement means Ausgrid Management Pty Ltd.
- 6.4 **"Casual employee"** means an employee who does not have a firm advance commitment to continuing and indefinite work with the Employer.
- 6.5 **"CPI"** means All Groups Consumer Price Index for the weighted average of 8 capital cities over the previous 12 months, measured at the previous December quarter as published by the Australian Bureau of Statistics.
- 6.6 **"Fixed Term employee"** means an employee who is engaged for a fixed period.
- 6.7 **"Full-time employee"** means an employee who is engaged for an average of 36 hours per week, or 40 hours for an employee covered by clause 45 PM&S

and Appendix 2 – Contract to EBA Transition.

- 6.8 **“Medical Officer”** unless specified otherwise, means Ausgrid’s Medical Officer or a medical practitioner acting on Ausgrid’s behalf.
- 6.9 **“NES”** means the National Employment Standards as contained in the Act.
- 6.10 **“Ordinary Rate of Pay”** means the rate of pay applicable to the appointed band and level under Appendix 4 of an employee as prescribed in this Agreement and does not include shift allowance, weekend and/or holiday or other penalty rates of pay.
- 6.11 **“Part-time employee”** means an employee who is engaged for less than full-time ordinary hours (36 hours), or 40 hours for an employee covered by clause 45 PM&S and Appendix 2 – Contract to EBA Transition as prescribed by the Agreement on a permanent basis, with regular days and number of hours each week.
- 6.12 **“Retirement Ill Health”** means termination of employment by Ausgrid on account of ill-health, it being certified by Ausgrid’s Medical Officer or a medical practitioner agreed between the parties, that such ill-health renders the employee unable in the future to perform the duties of the employee’s appointed position or equivalent.
- 6.13 **“Rostered Day Off”** means a day off for a shift worker under a shift work roster; or for a day worker, means a weekday Monday to Friday on which the employee is not required to work because the employee has worked additional time which has accrued towards a day off.
- 6.14 **“Scheduled Day Off”** means a day off in accordance with a regular nine day fortnight working period arrangement.
- 6.15 **“Tradesperson”** is an employee from an occupational group who is required to serve an apprenticeship.

7. PART-TIME EMPLOYMENT

- 7.1 A part-time employee is employed on a part-time basis and shall be paid the Ordinary rate of pay for their appointed position calculated on the number of hours worked each week.
- 7.2 A part-time employee shall be entitled to all conditions of this agreement on a pro rata basis, commensurate with their normal hours worked each week.
- 7.3 At the time a permanent part-time work arrangement is agreed, whether at the time of engagement or subsequently, Ausgrid and the part-time employee will agree in writing on a regular pattern of work including the hours to be worked and the starting and finishing times on each day.
- 7.4 Any agreed variation to the regular pattern of work will be recorded in writing.
- 7.5 All time worked in excess of the agreed hours will be overtime and paid for at overtime rates.
- 7.6 A part-time employee is an employee who is engaged to work on a part-time basis. Full-time employees who reduce their hours to less than full-time hours for a specified period by agreement with Ausgrid (for example, through a request for flexible working arrangements under the Act) are not part-time employees.
- 7.7 Full-time employees who reduce their hours by agreement with Ausgrid:
 - 7.7.1 will be paid a pro rata rate of pay commensurate with their normal hours worked each week;

- 7.7.2 are entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week; and
- 7.7.3 are not eligible to be paid overtime rates for hours worked in excess of the reduced hours agreement until the employee works in excess of the ordinary full-time hours of work for their position.
- 7.7.4 A full-time employee and Ausgrid may agree to change the employee's engagement from a full-time employee to a part-time employee. In such cases, the employee is a part-time employee and has no right to return to their position on full-time hours without further agreement.
- 7.7.5 Any redundancy payments paid to an employee who undertook part-time hours in their career will be calculated on an average of ordinary hours worked by the employee over the course of their employment or their ordinary hours at the time of their redundancy, whichever is the greater, provided that Ausgrid will ensure that the employee is not paid less than their minimum redundancy pay entitlements under s119 of the Act.

8. CASUAL EMPLOYMENT

- 8.1 Casual employees are paid a loading of 25 per cent which is in lieu of annual leave, paid personal/carer's leave, public holidays not worked, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment under this Agreement.
- 8.2 Casual employees are entitled to the entitlements prescribed below:
 - 8.2.1 Long Service Leave in accordance with the NES and relevant legislation.
 - 8.2.2 Time and half plus the 25 per cent loading for all hours worked in excess of eight (8) hours per day or 72 hours per fortnight or outside the spread of hours or on a Saturday before midday.
 - 8.2.3 Double time plus 25 per cent for all hours worked after midday on a Saturday or on a Sunday or an Agreement/Public Holiday.
 - 8.2.4 Eligibility for meal allowances and meal breaks as provided in Clause 22 Meal Break/Meal Allowance of this Agreement.
- 8.3 Ausgrid recognises it is necessary to maintain a solid core workforce of permanent employees with others (e.g. casuals, fixed term, labour hire and contractors) assisting or supplementing where business so demands. Wherever practicable, Ausgrid will endeavour to employ permanent employees.
- 8.4 **Casual Conversion**
 - 8.4.1 A casual employee engaged by Ausgrid on a regular and systematic basis for a sequence of period of employment under this Agreement during a calendar period of six (6) months shall thereafter have the right to elect to have their ongoing contract of employment converted to a permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this clause.
 - 8.4.2 Ausgrid shall give such an employee notice in writing of the provisions of this clause within four (4) weeks of the employee having attained such period of six (6) months. However, the employee retains their right of election under this clause if Ausgrid fails to comply with this notice requirement.

- 8.4.3 Any casual employee who has a right to elect under clause 8.4.1, upon receiving notice under clause 8.4.2 or after the expiry of the time for giving such notice, may give four (4) weeks' notice in writing to Ausgrid that they seek to elect to convert their ongoing contract of employment to either full-time or part-time employment, and within four (4) weeks of receiving such notice from the employee, Ausgrid shall consent to or refuse the election, but may only refuse the election on reasonable grounds. Where Ausgrid refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement.
- 8.4.4 Any casual employee who does not, within four (4) weeks of receiving written notice from Ausgrid, elect to convert their ongoing contract of employment to either full-time employment or part-time employment, will be deemed to have elected against any such conversion.
- 8.4.5 Once a casual employee has elected to become and been converted to either a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Ausgrid.
- 8.4.6 If a casual employee has elected to have their contract of employment converted to either full-time or part-time employment in accordance with clause 8.4.3, Ausgrid and the employee shall discuss and agree upon:
- (a) whether the employee will convert to being a full-time or part-time employee; and
 - (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked will be consistent with the preceding pattern of hours worked and any other part-time employment provisions of this Agreement.
- Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert their contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert their contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between Ausgrid and the employee.
- 8.4.7 Following an agreement being reached pursuant to clause 8.4.6, the employee shall convert to either full-time or part-time employment.
- 8.4.8 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.
- 8.4.9 From the commencement of this Agreement where an employee has converted to full-time or part-time employment under this clause, their continuous service on a regular and systematic basis prior to that conversion will be recognised for all purposes in calculating entitlements under this Agreement.
- 8.4.10 **Disputes regarding the application of this clause**
- Where a dispute arises as to the application or implementation of clause 8.4, the matter shall be dealt with pursuant to the Dispute Settlement Procedure contained in clause 41.

9. LABOUR HIRE/AGENCY HIRE WORKERS

- 9.1 Persons covered by this Agreement recognise the need for Ausgrid to utilise labour hire workers from time to time to meet short term business needs. Ausgrid will consult with the relevant persons and their representatives in relation to the prospective need for labour hire utilisation. Short term means a maximum of six (6) months except in circumstances where consultation to extend this timeframe has taken place.
- 9.2 Labour Hire/Agency Hire Workers shall not be used as an alternative to ongoing permanent employment.

10. FIXED TERM EMPLOYMENT

- 10.1 Fixed term employees shall be paid at the relevant rate they are appointed to and are entitled to all the conditions under this Agreement except where otherwise stated.
- 10.2 A fixed term employee does not include a casual employee.
- 10.3 Ausgrid may engage employees on a fixed term basis for a period of up to 12 months. Any extension beyond 12 months will be the subject of prior consultation and agreement with the employee.
- 10.4 Clause 10.3 shall not apply when Ausgrid engages a Graduate Engineer, Graduate, Apprentice, Cadet or Trainee, where the following fixed terms will apply:
 - 10.4.1 For a Graduate Engineer, a fixed term of up to three (3) years.
 - 10.4.2 For a Graduate, other than a Graduate Engineer, a fixed term of up to two (2) years.
 - 10.4.3 For an Apprentice, a fixed term of up to four (4) years.
 - 10.4.4 For a Cadet, a fixed term of up to five (5) years.
 - 10.4.5 For a Trainee, a fixed term of up to five (5) years.
- 10.5 At the completion of their graduate course, apprenticeship, traineeship or cadetship at a standard satisfactory to Ausgrid, the employee may be considered for appointment to a permanent role, if a suitable vacancy exists.
- 10.6 Fixed term employment shall not be used as an alternative to ongoing permanent employment.

11. APPRENTICES, CADETS AND TRAINEES

- 11.1 Apprentices who are appointed as a Tradesperson in Ausgrid shall be paid the appropriate full adult rate.
- 11.2 When an apprentice reaches the age of 21 they shall be paid the adult apprentice rates in Appendix 1C.
- 11.3 Adult apprentices may be selected from Ausgrid employees in non-trade or trade positions who are selected by merit to take up an offer of an apprenticeship in a trade or in a different trade. Internal Adult Apprentices will be paid the rate listed in Appendix 1C for the duration of their apprenticeship.
- 11.4 Where a person was employed by Ausgrid immediately prior to becoming an apprentice or trainee, such person will not suffer a reduction in their base rate

of pay due to becoming an apprentice or trainee.

- 11.5 Apprentices will not be required to undertake shift work or overtime where it clashes with their training.
- 11.6 All Apprentices shall be paid the Electrical Safety Rules allowance as specified in Appendix 1C from the date they complete the Electrical Safety Rules Test.
- 11.7 Cadets shall be paid the rates in Appendix 1D.
- 11.8 Trainees shall be paid the rates in Appendix 1E.

12. INDIVIDUAL FLEXIBILITY TERM

- 12.1 Ausgrid and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

12.1.1 the arrangement deals with one or more of the following matters:

- (a) taking accumulated RDOs;
- (b) salary sacrifice;
- (c) hours of work; and

12.1.2 the arrangement meets the genuine needs of Ausgrid and the employee in relation to one or more of the matters mentioned in 12.1.1; and

12.1.3 the arrangement is genuinely agreed to by Ausgrid and the employee.

- 12.2 Ausgrid must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 12.3 Ausgrid must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of Ausgrid and the employee; and
- (c) is signed by Ausgrid and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

- 12.4 Ausgrid must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

12.5 Ausgrid or the employee may terminate the individual flexibility arrangement:

- (a) by giving no less than 28 days written notice to the other party to the arrangement; or
- (b) at any time, if Ausgrid and the employee agree in writing.

13. CLASSIFICATIONS AND ADVANCEMENT

Appendix 4 Remuneration and Progression of this Agreement sets out employees' classification structure and advancement, including training.

14. WAGES & SALARIES

14.1 Employees covered by this Agreement as classified in Appendix 1A, 1B, 1C 1D, 1E and Appendix 4 are to be paid the appropriate wages or salary according to their appointed position as per Appendix 1 or Appendix 4. Wages and salaries under this agreement are shown in Appendix 1 and Appendix 4. They reflect the increases and dates of effect set out in the table below.

Date	From 1 September 2024	From 1 September 2025	From 1 September 2026
Percentage	7.0%	CPI or 3.0% whichever is greater	CPI or 3.0% whichever is greater

Employees will receive a back payment adjustment to 1 September 2024 and this will be paid within the first full pay cycle that occurs 7 business days following notification of approval of the Ausgrid Enterprise Agreement 2024 by the FWC.

14.1.1 The above increases will also apply to the salaries covered under Appendix 2, Contract to EBA Transition.

14.2 The rates of pay set out in Appendix 1 and 4 include an "Ausgrid Allowance". This is shown in the table below:

Date	From 1 September 2024	From 1 September 2025 ⁽¹⁾	From 1 September 2026 ⁽¹⁾
Amount per week	\$74.90	\$77.15	\$79.46

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year. The payment of such allowance is to take into account the performance of work in relation to: heat, height, dirty work, work in confined spaces; work subject to climatic conditions; work subject to the lack of the usual amenities and facilities; work subject to directions for alterations and variation of starting and/or finishing locations; work may be subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; work subject to requirements to complete proficiency tests; work subject to changes in the system of working; and purchase of undergarments compliant with Electrical Safety Rules requirements.

14.3 Employees are not entitled to pay in the following circumstances:

- 14.3.1 where an employee is absent without authorisation; or

- 14.3.2 where an employee is absent due to illness or injury but has no entitlement to paid sick leave; or
- 14.3.3 where an employee has been suspended without pay as a consequence of a disciplinary matter.
- 14.4 Money cannot be deducted from an employee's pay without written authority from the employee except where an employee leaves Ausgrid and annual leave has been taken in advance but has not yet accrued on a pro rata basis.

15. METHOD OF PAYMENT

- 15.1 Employees shall be paid by direct transfer to a maximum of five major financial institutions with a registered BSB number.
- 15.2 Employees shall be paid weekly on the agreed day except for employees covered by clause 45 (PM&S) and Appendix 2 (Contract to EBA Transition), who will be paid fortnightly (except in the case of financial hardship) on the agreed day.
- 15.3 In the event of an identified error in payroll that leads to an underpayment of rostered hours and associated allowances, Ausgrid will endeavour to rectify that error within 48 hours.
- 15.4 On termination of employment, employees will be paid all wages and entitlements on the date of termination of employment.

16. ALLOWANCES

16.1 General Allowances

- 16.1.1 Employees, other than shift workers, in a continuous process, when in charge of depot, office or telephone during a meal break shall be paid the extra rate set out in Appendix 1B, Extra Rates, Item No. 13.
- 16.1.2 Employees who have accepted and been appointed by Ausgrid in writing to fulfil the position of site manager shall be paid the amount in Appendix 1B, Extra Rates, Item No. 15 for the duration of such appointment.
- 16.1.3 Employees who are required to use materials containing asbestos or to work in close proximity to employees using such material shall be paid the amount in Appendix 1B, Extra Rates, Item No. 16. This is paid for the disability of wearing protective gear.
- 16.1.4 Employees who are engaged in removing asbestos or any method of sealing asbestos shall be paid the amount in Appendix 1B, Extra Rates, Item No. 17. This is paid for the disability of wearing protective gear.
- 16.1.5 Employees engaged on unusually dirty work or work of a particularly offensive nature shall be paid the extra rate set out in Appendix 1B, Extra Rates, Item No. 20.
- 16.1.6 Employees, other than shift workers, in a continuous process, when in charge of plant during a meal break shall be paid the extra rate set out in Appendix 1B, Extra Rates, Item No. 14.
- 16.1.7 Employees who are accredited as an interpreter with the National Accreditation Authority for Translators and Interpreters (NAATI) and are nominated to be paid a Community Language Allowance because they are frequently called on to act as interpreters shall be

paid the amount in Appendix 1B, Extra Rates, Item No. 22.

16.1.8 Employees engaged in handling silicate of cotton, slag wool, insulwool or other similar loose material shall be paid the amount in Appendix 1B, Extra Rates, Item No. 19. This is paid for the disability of wearing protective gear.

16.1.9 Employees who are engaged in the Control Room or Despatch who are shift workers and are required to handover at the end of a complete scheduled shift worked, shall be paid the extra amount set out in Appendix 1B, Extra Rates, Item No 35 for an 8 hour shift or Item No 36 for a 12 hour shift.

16.2 Sustenance Allowance

The need for an employee to stay away from home overnight is determined on a case by case basis having due regard to the nature of the event and management of safety inclusive of travel and fatigue. A sustenance allowance is paid where an employee is requested and agrees to work at a location which is not their usual place of work and is required to stay overnight. When arrangements have not been communicated in advance of the period and when accommodation, meals (either with their accommodation or agreed to be paid for on behalf of the employee) and/or general out of pocket expenses are paid in advance by Ausgrid, then the employee shall be paid the sustenance allowance rates outlined in Appendix 1B. A combination of these allowances will be paid if agreed in advance of their overnight stay, and shall be paid retrospectively if meals or accommodation have not been paid by Ausgrid. Application of this clause will be notified to the employee verbally and then in writing prior to the employee being required to work at a location that is not their usual place of work, including an overnight stay.

16.3 First Aid, Mental Health First Aid and Fire Warden Allowances

16.3.1 An employee is entitled to receive the First Aid Attendant Allowance as outlined at Appendix 1B, Allowances, Item No. 1, provided they:

- (a) hold a current recognised first aid certificate;
- (b) are designated by Ausgrid as a First Aid Attendant; and
- (c) carry out the duties as required by Ausgrid of a First Aid Attendant.

16.3.2 An employee is entitled to receive the Mental Health First Aid Attendant Allowance as outlined at Appendix 1B, Allowances, Item No. 1A, provided they:

- (a) hold a current Ausgrid recognised mental health first aid certificate;
- (b) are designated by Ausgrid as a Mental Health First Aid Attendant; and
- (c) carry out the duties as required by Ausgrid of a Mental Health First Aid Attendant.

16.3.3 An employee is entitled to receive the Fire Warden Allowance as outlined at Appendix 1B, Allowances, Item No. 1B, provided they:

- (a) have undergone all training required by Ausgrid to act as a Fire Warden at the relevant premises;
- (b) are designated by Ausgrid as a Fire Warden; and
- (c) carry out the duties as required by Ausgrid of a Fire Warden.

- 16.3.4 Where Ausgrid requires an employee to be a First Aid Attendant, Mental Health First Aid Attendant or Fire Warden, and they do not already have the required certification or training, Ausgrid will provide for the cost of the required training.

16.4 Occupational First Aid Attendant Allowance

- 16.4.1 An employee is entitled to receive the Occupational First Aid Attendant Allowance as outlined at Appendix 1B, Allowances, Item No. 34, provided they:
- (a) have successfully completed a current SafeWork NSW approved occupational first aid attendant course and advanced resuscitation certificate;
 - (b) maintain the qualifications above at 16.4.1(a) as required by SafeWork NSW;
 - (c) are designated by Ausgrid as an Occupational First Aid Attendant; and
 - (d) carry out the duties as required by Ausgrid of an Occupational First Aid Attendant.
- 16.4.2 Where Ausgrid requires an employee to be an Occupational First Aid Attendant Ausgrid, will provide for the cost of the required training.

16.5 Cable Pit Allowance

- 16.5.1 An employee who carries out cable jointing within underground roadway pits or underground footway pits which are 1.5 metres or more in depth is entitled to receive a cable pit allowance per day worked as outlined at Appendix 1B, Item No. 21.
- 16.5.2 This allowance is paid for the disability of constantly undertaking cable jointing in congested restricted underground roadway pits which are typically encountered in many Sydney City cable pits.
- 16.5.3 This allowance is not payable to cable jointing undertaken within cable vaults, substations or tunnels.
- 16.5.4 Payment of this allowance requires approval of the employee's relevant line manager.

16.6 Use of Private Motor Vehicle

An employee who is authorised and agrees to use a private motor vehicle in the course of their employment shall be paid the rate in Appendix 1B, Extra Rates, Item No. 33, provided the employee maintains the minimum of third party property damage insurance policy on that vehicle for any travel that is approved. However, wherever possible employees should use an Ausgrid vehicle for all purposes connected with their employment.

16.7 Reimbursement of licence costs

An employee who is engaged in the bands in Appendix 4, or is an Apprentice, Trainee or Cadet and is required to be an authorised motor vehicle driver or who is required to hold a licence to operate plant or equipment, will have the cost of that licence(s) reimbursed.

16.8 Reimbursement of business calls for nominated employees

Nominated employees who are required to take or make business calls at

home will be reimbursed the cost of telephone rental and/or business calls as determined by Ausgrid, or provided with a mobile phone.

17. SUPERANNUATION

17.1 Supplementary Superannuation

This clause applies to employees who:

- 17.1.1 were employed by Sydney County Council on or before 31 March 1977; and
- 17.1.2 contributed to the same Local Government Superannuation Scheme on 30 April 1990 that they were contributing to on 31 March 1977; and
- 17.1.3 compulsorily transferred to the State Authorities Superannuation Scheme on May 1990; and
- 17.1.4 have completed at least 20 years' continuous service with Ausgrid and Sydney County Council; and
- 17.1.5 retirement age or retired ill-health or was dismissed for reasons other than misconduct or took voluntary redundancy or died whilst still employed.
- 17.1.6 meet all the above conditions shall be paid a supplementary superannuation benefit equal to the difference between:
 - $E = 3.5 + 0.07 (S - 20)$
 - where E = the employee's entitlement measured in weeks of pay per year of service at their 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; and
- 17.1.7 The monetary benefits directly attributable to all payments made or to be made in respect of the employee by Ausgrid 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.
- 17.1.8 This clause shall not apply to an employee who is a contributor under the provisions of the Superannuation Act 1916.
- 17.1.9 This clause also applies to employees who were formerly employed by a County Council and who were transferred to Sydney County Council (Energy Australia/Ausgrid) on 1 January 1980 provided that:
 - (a) they maintained continuity of service in the transfer;
 - (b) they fulfil the requirements in sub-clause 17.1.1 of this clause

If they meet these criteria, service with Brisbane Waters, St George and MacKellar County Councils prior to being transferred to Sydney County Council (Energy Australia/Ausgrid) on 1 January 1980 will be counted in calculating any entitlement under this clause.
- 17.1.10 This clause applies to employees who were employed by the former Shortland County Council/Orion Energy.

Where the service of an employee is terminated by retirement, retirement ill health or death, the employee, or in the latter case, their legal representative, shall be paid a severance allowance equal to:

the amount calculated at the rate of the employee's final average salary

as defined in Section 24 of Part V of the Public Authorities Superannuation Act, 1985, payable at the date of termination based on 5.616 weeks for each completed year the employee was a contributor under the aforesaid Act and proportionately for any fraction of a year on a monthly basis with a maximum period of 224.64 weeks

less:-

the monetary benefits directly attributable to all payments made or to be made in respect of the employee by the provisions of the Public Authorities Superannuation Act, 1985 those benefits being the amount calculated in accordance with the formula set out in Section 26 of the said Act.

- 17.1.11 Notwithstanding the above mentioned provisions, the severance allowance payable to an employee or an employee's legal representative shall not exceed a sum equivalent to two (2) weeks salary or wage for each year of the employee's local government service and proportionately for a fraction of a year on a monthly basis.

17.2 Default Superannuation Scheme

Subject to the provisions of relevant superannuation legislation, employees under this Agreement will have their superannuation contributions paid into:

- 17.2.1 A fund which is a "stapled fund" for the employee within the meaning of superannuation legislation; or
- 17.2.2 if the employee has no "stapled fund", the Cbus Super Growth (MySuper) option, or such Cbus MySuper offering that may replace or supersede it,

unless the employee nominates in writing to the Payroll Manager or their nominee, an alternative superannuation fund which complies with relevant superannuation legislation.

17.3 Wage Sacrifice To Superannuation

- 17.3.1 An employee may elect in lieu of being paid an amount of wages to have an equivalent amount paid by way of Superannuation contributions in accordance with the relevant provisions of the Cbus or other such complying fund.
- 17.3.2 Where an employee has elected to have an amount paid by way of Superannuation contributions in lieu of wages, any allowance, penalty, payment for unused leave entitlements, weekly worker's compensation or other payment (other than any payment for leave taken in service to which an employee is entitled under this Agreement or any applicable Agreement, Act or Statute) which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the actual wages paid to the employee and the amount paid under clause 17.3.1 by way of Superannuation contributions.
- 17.3.3 Subject to the provisions of relevant superannuation legislation, any Superannuation contributions paid under clause 17.3 shall be paid to the Cbus or other such complying fund.
- 17.3.4 The employee may elect to have an amount paid by way of Superannuation contributions in lieu of wages on joining Ausgrid and thereafter may alter the amount paid by way of Superannuation contributions under clause 17.3 with effect from 1 July each year.

- 17.3.5 An election to have Superannuation contributions paid in lieu of an amount of wages shall be in writing and may only be made with the consent of both the employee and Ausgrid.

17.4 **Additional Employer Superannuation Contribution**

- 17.4.1 All employees, except those who are members of the Defined Benefit Superannuation Scheme and subject to clause 17.4.2 below will:

- (a) from 1 September 2024 receive a superannuation contribution of 16%;
- (b) from 1 September 2025, receive a superannuation contribution of 16.5%

(comprising the Commonwealth Government Superannuation Guarantee Contribution (SGC) and additional employer superannuation contribution).

- 17.4.2 Persons covered by this Agreement who are in the Defined Benefit Superannuation Scheme will receive the below super contributions:

- (a) from 1 September 2024 receive a superannuation contribution of 6.5%;
- (b) from 1 September 2025, receive a superannuation contribution of 7.0%

(comprising the Commonwealth Government Superannuation Guarantee Contribution (SGC) and additional employer superannuation contribution).

- 17.4.3 Notwithstanding 17.4.1 and 17.4.2 should any increase to the level of contribution required by the SGC occur during the life of this Agreement these increases will be absorbed into the contributions required by this clause 17.4.

18. **HOURS OF WORK**

This clause applies except in the case of employees appointed as Professionals, Managers and Specialists (PM&S), in which case clause 45 applies, and employees covered by Appendix 2 – Contract to Agreement Transition, in which case Appendix 2 applies.

18.1 **Hours**

Subject to this clause the persons covered by this Agreement agree that it is essential that sufficient employees be scheduled to meet the business and customer service requirements in each workplace. Therefore, the hours of work and starting and finishing times of employees will be scheduled by Ausgrid after taking into consideration:

- 18.1.1 The provision of service;
- 18.1.2 The work of the branch, section or team; and
- 18.1.3 The personal circumstances of the employees, including parental responsibilities.

The hours of work for individual employees including start and finish times will be determined by agreement only after consultation with their manager which

will take into account 18.1.1, 18.1.2, 18.1.3 above. Individual schedules will not be altered so often that they would be disruptive to the work organisation and the employee's home lives. If it is proposed that the ordinary hours extend beyond eight (8) hours per day or 1800 hours or on a weekend, the relevant union will be invited to participate in the consultations. In all other circumstances the union will be notified and will be involved if requested by the employees.

18.2 Maximum Hours to be Worked

Full-time employees, except under Clause 45, PM&S, Contract to EBA Transition, will not be required to work in excess of 72 hours in any fortnight, except as overtime.

Employees will not be required to work in excess of 12 hours a day without receiving overtime in terms of clause 20 Overtime.

18.3 Span of Ordinary Hours

The span of ordinary hours shall be 0600 hours to 1800 hours. Employees shall be available for work between these hours.

The span of hours can be adjusted by mutual agreement.

18.4 Normal Working Week

The normal method of scheduling hours will provide for a nine day fortnight. This may be departed from subject to consultation and mutual agreement. Alternative patterns of work may include patterns such as 12 hour day/six day fortnight, nine hour day/eight day fortnight, etc.

18.5 Flexibility

18.5.1 The scheduled start and finish times and duration of the working day can be altered by agreement between the employee and their manager to meet unforeseen changes in the workflow or to meet the personal needs of the employee. A written record of these arrangements must be kept by the Manager.

18.5.1 (a) In these cases, the total ordinary hours should not exceed 72 over two weeks. Also, in these cases, work in excess of 12 hours per day or after 1800 hours, or on a Saturday, Sunday or Agreement/Public Holiday will still attract the appropriate penalty rates.

18.5.2 Shift workers may work more than 72 hours in any fortnight which is averaged over a roster cycle.

19. SHIFT WORK

19.1 Definitions

19.1.1 **"Shift Work"** – work which is rostered outside the span of ordinary hours and which provides for two or more shifts on a day and which requires employees to rotate or alternate in working the shifts.

19.1.2 **"Shift Worker"** is an employee who works shifts. An employee does not cease to be a shift worker during a period of leave for the purposes of determining accrued leave entitlements, pursuant to clause 24, Annual leave.

19.1.3 **"Afternoon Shift"** is a shift finishing between 1800 and 2400 hours.

19.1.4 **"Early Morning Shift"** is a shift commencing between 0500 and 0630

hours.

19.1.5 **“Seven Day Shift worker”** is a shift worker who is regularly rostered to work on each day of the week and to be clear is a shift worker for the purposes of the Act National Employment Standards.

19.1.6 **“Night Shift”** is a shift finishing between 2400 and 0800 hours.

19.1.7 **“Day Shift”** means any shift other than an Afternoon Shift, Night Shift or Early Morning Shift.

19.2 Allowances or Shift Penalty Rates for Morning, Afternoon and Night Shifts

From the date that this agreement takes legal effect, Shift Workers will be paid the greater of the Shift Allowances as outlined in (a) or (b) of this clause. For avoidance of doubt, if a Shift Worker is better off under (b) for a Night Shift, then they will be paid Early Morning and Afternoon Shift in accordance with (a) and Night Shift in accordance with (b).

(a) Shift Workers shall be paid the extra rates in Appendix 1B, Extra Rates, items 3, 4 and 5. Extra rates are made on a pro rata basis for rostered shifts greater than eight hours (e.g. a nine (9) hour rostered shift receives 1.125 times the extra rate, a 12 hour rostered shift receives 1.5 times the extra rate).

(b) Shift Penalty Rates are payable at the following rates:

Shift Type	Shift Penalty Rate
Early Morning	7.5%
Afternoon	15.0%
Night	22.5%

19.3 Shift Penalty Rates on Weekends and Agreement/Public Holidays

Penalty Rates shall be paid for shift work on Saturdays, Sundays and Agreement/ Public Holidays.

Penalty rates for all time worked during an ordinary shift on:

19.3.1 Saturday – Time and one half of the shift hours,

19.3.2 Sunday – Double Time, and

19.3.3 Agreement/Public Holiday – Double Time and an ordinary day's pay.

19.4 To be clear, where both shift penalties/allowances at clause 19.2 and shift penalties at clause 19.3 apply, they are both payable however, they are each calculated separately on the Ordinary Rate of Pay and do not compound

19.5 Change of Roster

19.5.1 Shift workers should normally be given at least five (5) days' notice of a change of shift or a change of roster. Where this is not possible the

employee will be paid double time for the first shift after the change.

- 19.5.2 Where an employee is given less than five (5) days' notice of a change of shift or roster and the change results in the employee working additional shifts, then the employee shall be allowed an equal amount of time off at a mutually agreed time. If it is not practical for the employee to be allowed time off within four (4) weeks, the employee shall be paid for the extra shifts at double time.

19.6 Day workers who are required to work shifts

- 19.6.1 Day workers may be required to work shifts.
- 19.6.2 Day workers who are required to work shifts shall be paid not less than an additional 30 per cent for the first ten (10) afternoon and/or night shifts in lieu of the shift allowance. The shift allowance is still payable where the shifts occur on a Saturday, Sunday or Agreement/Public Holiday.
- 19.6.3 After working ten (10) consecutively rostered afternoon and/or night shifts, unbroken by a return to normal day work, an employee shall be deemed to be a shift worker as defined in 19.1.2.
- 19.6.4 The additional payments in clause 19.6.2 do not apply where a day worker is appointed to shift work at the employee's own request, or as a result of having applied for and obtained a permanent position/role or agrees to a higher duties position/role or seconded into another position/role involving shift work.

19.7 "Continuous Afternoon or Night Work" is work that is performed continuously in the afternoon or night. A person working continuous afternoon or night work is not considered to be a shift worker as defined above at clause 19.1.2.

- 19.7.1 A day worker who is required to commence working continuous afternoon or night work shall be paid for the first five (5) shifts at time and a half or at the rate otherwise provided in this Agreement, whichever is the greater. These shifts may be organised so that an employee receives at least a full week's pay.
- 19.7.2 After working five (5) consecutively rostered continuous afternoon or night shifts, unbroken by a return to normal day work, the employee is deemed to be a continuous afternoon or night worker.
- 19.7.3 An employee engaged on continuous afternoon work or continuous night work as defined in this Agreement, who works on:
- (a) any day other than an Agreement/Public Holiday, shall be paid ordinary rates plus 30% for all time worked;
 - (b) an Agreement/Public Holiday or a substituted day, per clause 31.5, shall be paid ordinary rates plus 30% for all time worked in addition to an ordinary day's pay.
- 19.7.4 The additional payments in clause 19.7.1 do not apply where a day worker is appointed to continuous afternoon work or continuous night work at the employee's own request, or as a result of having applied for and obtained a permanent position/role involving such work.
- 19.7.5 An employee engaged in continuous afternoon work or continuous night work may be directed to an ongoing change to day work subject to clause 18.1.
- 19.7.6 As distinct from clause 19.7.5, a continuous afternoon worker or continuous night worker may be required to temporarily change

working hours to day shift for the purpose of attending training, meetings, other business needs, or taking Special Leave under Clause 27.4.4. Employees will be provided with at least two (2) weeks' notice (unless otherwise agreed) and will continue to receive the applicable payments in clause 19.7.3, for the duration of the temporary change. For the purpose of 19.7.6, a temporary change is a period of up to one (1) week (unless otherwise agreed).

20. OVERTIME

20.1 This clause applies to all employees except those employees covered by Appendix 2 Contract to EBA Transition.

20.2 Reasonable Overtime

Subject to clause 20.2.1, Ausgrid may require an employee to work reasonable overtime at overtime rates.

20.2.1 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:

- (a) any risk to the employees' health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace;
- (d) the notice (if any) given by Ausgrid of the overtime and by the employee of their intention to refuse it; and
- (e) any other relevant matter.

20.3 Overtime Hours

All time worked in excess of scheduled ordinary hours shall be overtime unless the employee and manager have altered them by agreement in accordance with clause 18, Hours of work.

20.3.1 Overtime will be payable for all time:

- (a) Worked in excess of 72 hours per fortnight;
 - (i) except for employees covered by clause 45, Professional Managers & Specialists, in which case all time worked in excess of 80 hours per fortnight will apply:
 - if no arrangement under clause 45.4 is in place; and
 - where the approval under clause 20.4.4 has been provided.
- (b) Worked outside the period 0600 – 1800 hours Monday to Friday;
 - (i) except where any adjustment has been made by mutual agreement under subclause 18.3 Span of Ordinary Hours; or
 - (ii) except for employees covered by clause 45, Professional Managers & Specialists, in the case where an arrangement under clause 45.4 is in place; or
 - (iii) where the approval under clause 20.4.4 has not been provided.

20.3.2 Where an employee is acting in a higher grade position/role and they undertake overtime work required in that position/role they will receive overtime payments at the higher grade level, subject to the requirements of clause 45.7 (for Professionals, Managers and Specialists). This clause does not apply to an employee who is required to work in a position/role occupied by a person covered by Appendix 2. If an employee is required to work in a position/role occupied by a person covered by Appendix 2, Ausgrid and the employee will agree on the terms and conditions that will apply to the employee for the period of acting.

20.4 Overtime rates

The following overtime rates, calculated using the Ordinary Rate of Pay, shall apply to employees who are not On Call and work Overtime Hours:

Overtime Situation	Rate Applicable
Over time worked Monday to Friday	First two hours at time and a half. Additional hours at double time.
Overtime worked from midnight Friday to midday Saturday	First two hours at time and half. Additional hours at double time.
Overtime worked from midday Saturday to midnight Sunday	All hours paid at double time.
Overtime Situation	Rate Applicable
In the case of non shift workers, overtime worked on a Public Holiday or Agreement Holiday, outside of the employee's normal working hours	All hours paid at double time and a half until the employee finishes.
In the case of non shift workers, all work done on a Public Holiday or Agreement Holiday during the time which would have been the employee's normal working hours	Double time plus 7.2 hours pay at ordinary time (which is the sum of normal time plus double time for working on public holiday)
Shift Workers Overtime	Rate Applicable
In the case of shift workers, all overtime worked on a day which they are rostered off. (Note: shift workers are not entitled to overtime as a result of changed shifts which they organise amongst themselves)	Double time until released from duty.
In the case of shift workers, all overtime commenced on a Public Holiday or Agreement Holiday	All hours paid at double time and a half until the employee finishes.

20.4.1 For the overtime rates applicable to employees On Call see clause 21.

- 20.4.2 For shift workers in situations where overtime spans two days, payment for the entire overtime period shall be based on the day on which the majority of the overtime occurs.
- 20.4.3 For shift workers where the span of the overtime is split equally between two days, payment will be made on the day on which the overtime ends.
- 20.4.4 No payment will be made for overtime unless prior authorisation is provided by the manager or delegated authority.
- 20.4.5 For PM&S employees covered by clause 45, any payment for overtime must be authorised in advance by the relevant Business Unit Manager or delegated authority. Where approval has been sought but unable to be provided in advance, overtime can be provided retrospectively for unforeseen circumstances (e.g. a short notice request to organise additional staff for network response). Retrospective authorisations will be reviewed by the approving Manager to ensure business requirements are being effectively managed. Overtime will not be unreasonably refused.

20.5 **Unplanned Overtime**

- 20.5.1 Unplanned Overtime is where an employee:
 - (a) is not On Call; and
 - (b) is notified of working overtime while not at work and where they are required to return to work immediately; and
 - (c) works Overtime Hours.
- 20.5.2 Unplanned Overtime is paid at the Overtime Rates outlined in clause 20.4.
- 20.5.3 A minimum of 4 hours will be paid for Unplanned Overtime.
- 20.5.4 If an employee is called to a second job within the 4 hours, they will be paid for a minimum of 4 hours only (not an additional 4 hours).
- 20.5.5 The payment for an employee who works Unplanned Overtime commences from the time the employee receives the phone call and continues until the employee arrives home, except when the employee is required to attend work immediately, in which case, it will be paid from the time the contact is received.

20.6 **Planned Overtime**

- 20.6.1 Planned Overtime is where an employee
 - (a) is not On Call; and
 - (b) the employee is notified of working overtime where they are not required to attend work immediately; and
 - (c) works Overtime Hours.
- 20.6.2 Planned Overtime is paid at the Overtime Rates outlined in clause 20.4.
- 20.6.3 A minimum of 4 hours will be paid for Planned Overtime.
- 20.6.4 If an employee is called to an unplanned second job within the 4 hours, they will be paid for a minimum of 4 hours only (not an

additional 4 hours).

20.6.5 The payment for an employee who works Planned Overtime commences from the time the employee commences overtime work until the employee ceases overtime work.

20.6.6 An employee who works Planned Overtime will be paid travel time in accordance with clause 23.1.3 from the time they commence travel to the time they arrive at work and for their travel time at the completion of work until they arrive at their home, subject to clause 23.7 (travel in an Ausgrid vehicle).

20.7 Continuous Overtime

20.7.1 Continuous Overtime is where an employee is not On Call; and

- (a) works Overtime Hours starting directly before or after, and is continuous with their scheduled ordinary hours; or
- (b) works Overtime Hours directly before AND after their scheduled ordinary hours.

20.7.2 When an employee works Continuous Overtime both before and after their scheduled ordinary hours, the Continuous Overtime hours are added together to determine the overtime rates applied.

20.7.3 Continuous Overtime is paid at the Overtime Rates outlined in clause 20.4.

20.7.4 Subject to the exception for Unplanned Overtime in clause 20.5.5, time paid for continuous overtime commences when the employee commences working overtime and continues until the overtime ceases.

20.7.5 Employees are not paid for any excess travelling time for Continuous Overtime under clause 23.1.3 but will still be entitled to payment if either clause 23.1.1 or clause 23.1.2 applies.

20.7.6 There are no minimum hours for Continuous Overtime.

20.8 Overtime When Working Outside of Hours Without Return

20.8.1 Overtime When Working Outside of Hours Without Return is where an employee:

- (a) is not On Call;
- (b) is contacted for business purposes while not at work; and
- (c) as a result of that contact, performs work but is not required to attend work.

20.8.2 Overtime When Working Outside of Hours Without Return is paid at the Overtime Rates outlined in clause 20.4.

20.8.3 No minimum payment will be applied for Overtime When Working Outside of Hours Without Return.

20.8.4 The payment for an employee who works Overtime When Working Outside of Hours Without Return commences from the time the employee receives the contact until the employee ceases working.

20.9 Rest period after Overtime

20.9.1 Where overtime is necessary, whenever possible it shall be organised so that employees shall have at least 10 consecutive hours off duty. Subject to clause 20.9.2, if an employee cannot take a 10 consecutive hour break before the normal commencement time, they shall be

entitled to time off without loss of normal pay until they have had a 10 consecutive hour break. If a 10 hour break is not given then the employee is paid double time for all hours worked until a 10 consecutive hour break is taken.

20.9.2 In the case of continuous overtime that commences directly before and is continuous with the scheduled ordinary hours, the 10 consecutive hour break will be due after the completion of the employees scheduled ordinary hours. If a 10 hour break is not given then the employee is paid double time for all hours worked until a 10 consecutive hour break is taken.

20.9.3 Where an RDO is due to commence and a 10 hour rest period has not yet elapsed since the cessation of the overtime, either of the following will occur by election of the employee, at least 30 minutes prior to resuming duty on their scheduled RDO:

a) the remainder of the 10 hours that overlap the RDO shall be credited towards the employee's RDO balance on a time for time basis; or

b) the whole RDO shall be accrued. The remaining balance of the work day hours following the rest period are considered ordinary work hours and are to be worked

20.9.4 This clause shall not apply when 2 hours or less actual work is worked under clause 20.8, Overtime when working outside of hours without return.

20.10 Time Off In Lieu Of Overtime

By agreement with their manager, an employee may elect to take time off in lieu (TOIL) of overtime. The TOIL provisions are as follows:

20.10.1 The election and approval to convert overtime to TOIL must occur and be documented prior to any claim for overtime being made and the date for taking the TOIL must be agreed within two weeks of the overtime being worked.

20.10.2 Overtime hours may be converted to TOIL from the actual overtime hours worked each week on an hour for hour basis. Managers will be required to record the rate at which the TOIL is accrued, in the event that TOIL hours are subsequently paid in accordance with 20.10.5. No more than 12 hours of TOIL can be accrued.

20.10.3 TOIL hours should be taken in full day periods unless otherwise agreed.

20.10.4 The agreed date for taking TOIL hours must be within three months of the agreement that was made.

20.10.5 In the absence of any agreement for TOIL to be taken in line with 20.10.1, or TOIL not being taken within the required 3 month period stipulated in 20.10.4, the overtime that would have otherwise been payable will be paid. For PM&S employees, prior authorisation of payment for overtime applies as per Clause 20.4.4 and 20.4.5

21. ON CALL

21.1 This clause applies except in the case of:

21.1.1 employees appointed as Professionals, Managers and Specialists

under clause 45; or

21.1.2 employees covered by Appendix 2, Contract to EBA Transition.

21.2 An employee who is on call shall be paid the amount in Appendix 1B, Extra Rates, Item No.'s 6.

21.3 An employee who is on call shall be paid the daily allowance for each day or part thereof.

21.4 An employee who is on call is required to be available for emergency and/or breakdown work at all times outside the employee's usual hours of duty. Upon receiving a call for duty, the employee is to proceed directly to the job when an Ausgrid vehicle is provided for take home use. When an Ausgrid vehicle is not provided for take home use the employee should proceed to their depot to collect the appropriate vehicle, plant and materials as required.

21.4.1 Emergency and/or breakdown work includes restoring supply to our customers or making equipment safe which has failed or is likely to fail or maintenance work which is essential to prevent a supply failure. This includes work not only on Ausgrid's equipment but also on our customers' equipment.

21.5 Payment for a call out shall commence from the time the employee receives a call and continues until the employee arrives back home. Payment is at the appropriate overtime rate as detailed in clause 21.7.

21.5.1 Employees who are on call are not confined to their homes but they must be reasonably available so that they would not be delayed by more than 15 minutes in addition to the time it would normally take to travel from their homes to the place where the work is to be performed. Any delays in excess of 15 minutes will not be paid unless specifically authorised.

21.6 An employee may be required to attend any other calls which arise prior to returning home.

21.7 Call outs are paid as set out in the table below with a minimum one (1) hour payment.

CALL OUT SITUATION	RATE APPLICABLE
All weekdays and weekends	Double time
Agreement/Public Holidays	Double time and a half

21.8 Employees who are called out are entitled to a minimum of one (1) hour's pay at double time each time they are called out.

21.9 If an employee is required to resume duty after a call out which exceeds four (4) hours, whether continuous or not, before having a ten (10) hour break, the employee shall be paid double time for all hours worked until a break of ten (10) consecutive hours has been taken.

21.10 Normal meal break and meal allowance provisions apply to overtime worked on call outs.

22. MEAL BREAK / MEAL ALLOWANCE

22.1 Meal breaks during ordinary hours shall be of at least a half hour duration. The actual duration and timing of the break shall be set after considering the location and nature of the work and may be altered from time to time in

consultation with the employees concerned.

- 22.2 If an employee is required to work longer than five (5) ordinary hours without a meal or work break, they shall be paid time and a half until a meal break is taken.
- 22.3 Meal breaks and meal allowances (at the rate specified in Appendix 1B, Item 12) are subject to the following conditions:
 - 22.3.1 For all overtime which commences immediately after an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes and a meal allowance after the first hour and a half actually worked. The second meal break and second meal allowance become an entitlement after a total of four (4) hours actually worked. Every subsequent period of four (4) hours actually worked shall entitle the employee to another meal break and meal allowance.
 - 22.3.2 For all overtime which commences immediately before an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes after each period of four (4) hours actually worked. The employee shall be entitled to a meal allowance after the first two (2) hours actually worked. Another meal allowance shall become an entitlement after a total of eight (8) hours are actually worked. Every subsequent period of four (4) hours actually worked shall entitle the employee to another meal allowance.
 - 22.3.3 For all overtime which is not continuous with an ordinary day's work, the employee shall be entitled to a paid meal break of 20 minutes and a meal allowance after each period of four (4) hours actually worked.
- 22.4 An employee may, by mutual agreement, extend a meal break on overtime up to a total period of one (1) hour provided that any time in excess of 20 minutes is unpaid.
- 22.5 Meal breaks which occur during periods of overtime should be taken at the time they fall due unless the employee seeks to defer the break to a later time.

23. EXCESS TRAVEL

- 23.1 Excess travel time is defined as additional travelling time incurred by an employee in the following circumstances where:
 - 23.1.1 the employee is directed to start work at a location which takes longer to travel to or from their home than to the usual place of work; or
 - 23.1.2 the employee is transferred to a new place of work which takes longer to travel to or from their home than to the former place of work (see also clause 23.2); or
 - 23.1.3 the employee is required to work planned overtime that is not continuous overtime with the ordinary shift.

Where the employee does not have a usual place of work but instead has a nominal headquarters to which they are attached, for the purpose of calculating excess travel the headquarters are treated as the usual place of work.
- 23.2 Where an employee is transferred to a new place of work, payment for any excess travel shall only continue for the first six (6) months.
 - 23.2.1 No excess travel is payable in relation to transfers or appointments made at the employee's request, or which are made for disciplinary

reasons.

- 23.2.2 Subject to clause 23.1, excess travel will be payable where the employee has been transferred or appointed as a result of a restructure involving their position/role or where an Excess Employee applies for or is directed into a position.
- 23.3 Payments for excess travel shall be calculated by estimating the actual travel time and distance by road. Excess travel time shall be calculated at ordinary rates for journeys undertaken Monday to Saturday inclusive and at ordinary time plus a half on Sundays and Agreement/Public Holidays. From date of effect of this Agreement, the rate used for the estimate of actual travel by private vehicle will be the ATO rates specified in Appendix 1B, Item 33.
- Reimbursement for the distance travelled is not paid in any circumstances where an employee travels in an Ausgrid vehicle.
- 23.4 Excess travel is not paid for journeys undertaken during work time.
- 23.5 Where an employee is required to work Unplanned Overtime, all travelling time is paid at the appropriate overtime rate as set out in clause 20.4. The minimum payment of four (4) hours includes any travel time where the total time for the job plus travel to and from the job is four (4) hours or less.
- 23.6 An employee will be paid for their actual excess travel time and fares or the amount calculated under clause 23.3 above, whichever is the greater. Where an employee believes they have not at least been paid for the actual excess travel time and fares, they should submit a claim providing sufficient details about the actual mode of transport and the duration of travel for the claim to be assessed and paid.
- 23.7 Employees who travel in an Ausgrid vehicle are only entitled to payment for any excess travel time in excess of 30 minutes per journey. This clause does not apply to travel time for Unplanned Overtime which is paid as per clause 20.5.
- 23.8 Notwithstanding clause 23.7 above, employees who travel to and from work in an Ausgrid vehicle shall not be entitled to payment for excess travel if the payment means it is no longer worthwhile to Ausgrid for the employee to take a vehicle to and from work. Payment for excess travel to employees who use an Ausgrid vehicle must be authorised by the relevant Business Unit Manager or delegated authority.

24. ANNUAL LEAVE

The parties agree of the importance of taking annual leave on an annual basis, to have a break from work. As such, it is expected employees take their annual leave entitlement each year.

- 24.1 Employees, excluding shift workers and casuals, shall accumulate 144 hours of annual leave in each complete year of service. 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.
- 24.2 This annual leave will be approved by Ausgrid provided that adequate employees are available to meet the needs of the organisation. Ausgrid must not unreasonably refuse to agree to a request by an employee to take paid annual leave.
- 24.3 Annual leave may be taken in any combination of separate periods. These should be taken in whole days.
- 24.4 Payment for annual leave shall be at the ordinary rate of pay. See Appendix 4

- Remuneration and Progression (R&P) or Clause 45.7 Acting in Positions (Professionals, Managers & Specialists) in relation to Higher Grade Pay.
- 24.5 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, the employee agrees Ausgrid may deduct any pre-payment from their termination pay.
- 24.6 Any Agreement/Public Holidays which occur during annual leave shall not be deducted from annual leave entitlements.
- 24.7 Rostered days off do not accrue during periods of annual leave.
- 24.8 If an employee provides evidence that during a period of annual leave, their absence included a period of any other leave (other than unpaid leave), or a period of absence for community service leave, then the period of leave which is affected will be re-credited as annual leave and converted to the appropriate type of leave.
- 24.9 Seven Day Shift workers shall accrue 200 hours of annual leave in each complete year of service. A Seven Day Shift worker'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.
- 24.10 A shift worker who is not a Seven Day Shift worker shall accrue 160 hours of annual leave in each complete year of service which accumulates from year to year. A shift worker who is not a Seven Day Shift worker'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.
- 24.11 Employees who have worked as Seven Day Shift workers for part of a year shall receive a pro rata entitlement to additional annual leave.
- 24.12 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 amount that would have been payable to the employee had the employee taken that leave. (Subject to Appendix 4 – Remuneration and Progression (R&P) or Clause 45.7 Acting in Positions (Professionals, Managers & Specialists) in relation to Higher Grade Pay).
- 24.13 Employees shall not commence annual leave whilst on personal leave or accident leave.
- 24.14 All annual leave is paid at the employee's Ordinary Rate of Pay which includes, all purpose allowances as defined and Higher Grade Pay where applicable (See Appendix 4 – Remuneration and Progression (R&P) or Clause 45.7 Acting in Positions (Professionals, Managers & Specialists)). Shift workers are paid for their annual leave at their ordinary rate of pay inclusive of shift allowances or receive an annualised holiday loading paid at 1.65% each week, whichever is the greater. For shift workers the annual rate of pay (except for District Operators, Systems Operators and Area Operators) will also include the additional holiday leave loading as detailed in this clause.
- 24.15 Subject to approval of Ausgrid, employees may use single days of annual leave to look after sick relatives or deal with emergencies. In these circumstances, the employee shall provide their manager with as much notice as possible before the scheduled start of work for which they wish to be absent.
- 24.16 Where an employee has an annual leave balance in excess of 216 hours for a day worker or a shift worker who is not a Seven Day Shift worker or 300 hours for a Seven Day Shift Worker, the employee and manager will develop an

excess annual leave reduction plan to reduce the annual leave balance within 12 months to not more than 216 or 300 hours respectively. The excess annual leave reduction plan must be agreed within a 2 month period of the employee being notified of their excess annual leave balance by the Manager. Both parties must adhere to the plan, unless changes are agreed by both parties as to the timing and/or duration of the leave.

- 24.17 Subject to clause 24.18, Ausgrid may direct an employee to take excess annual leave:
- (a) if a leave plan is not agreed as per clause 24.16; and
 - (b) by giving the employee 10 weeks' written notice.
- 24.18 An employee may seek written approval from their manager to increase their annual leave hours in excess of clause 24.16 due to extenuating circumstances. Approval is subject to:
- (a) adequate resources being available to meet business needs for any periods of increased annual leave when it is taken; and
 - (b) a future annual leave request which is at least equal to the excess annual leave hours as defined in clause 24.16 is approved in the business system.

Annual leave approved in accordance with clause 24.18 can only be cancelled by mutual agreement between the employee and their manager. The manager will take into account any exceptional circumstances which are beyond the employee's control when determining if the leave is to be cancelled or rescheduled.

- 24.19 A shift worker who is a member of Cbus Super Retirement Scheme (Defined Benefits Superannuation Scheme) may seek written approval from their manager to increase their annual leave in excess of the hours defined in clause 24.16 for the purpose of working a desired number of shifts. Approval is subject to the employee providing written advice of an intention to retire within a reasonable timeframe, but no longer than 3 years.

The employee may provide written advice at any time to cease agreed arrangements in accordance with clause 24.19 and will then be subject to all provisions contained in clause 24.

- 24.20 Subject to the requirements of clause 24.2, annual leave may be taken at half pay by part-time employees and employees on reduced hours.
- 24.21 Subject to the requirements of clause 24.2, annual leave may be taken at half pay by full-time employees where approved by Ausgrid, but only where:
- 24.21.1 the employee has an annual leave balance of 216 hours or less (or 300 hours or less for a Seven Day Shift Worker) at the time of commencing annual leave; and
 - 24.21.2 where the leave of absence is for a period of two weeks or longer, unless otherwise agreed between Ausgrid and the employee (for example, where agreed to facilitate the employee's parental responsibilities).
 - 24.21.3 The taking of half pay leave under this clause does not break an employee's continuity of service. However, during such an absence, any paid leave under this Agreement will accrue on a pro rata basis only.

25. PERSONAL LEAVE

This clause applies to all employees other than casual employees.

25.1 Definitions

In this clause, Immediate Family means:

25.1.1 a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or

25.1.2 a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

“De facto partner” means:

25.1.3 a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

25.1.4 includes a former de facto partner of the employee.

“Child” means:

25.1.5 someone who is a child of the person within the meaning of the *Family Law Act 1975*; or

25.1.6 an adopted child or step-child of the person.

25.1.7 It does not matter whether the child is an adult.

25.1.8 If, under this section, one person is a child of another person, other family relationships are also to be determined on the basis that the child is a child of that other person, i.e.;

(a) the other person is the parent of the child, and so is a member of the child's immediate family; and

(b) the child, and any other children, of the other person are siblings, and so are members of each other's immediate family.

25.2 Paid Personal Leave

25.2.1 For each year of service with Ausgrid, a full-time employee is entitled to the following paid personal leave:

Years of service	Number of days of Personal Leave accrued each year of service
Up to 1	12 on a pro rata basis
1	15
2	15
3	15
4	15
5 and each year thereafter	18

- 25.2.2 An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 25.2.3 An employee may take paid personal leave if the leave is taken:
- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (b) 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:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- 25.2.4 Ausgrid will keep a separate record of personal leave that is taken for a personal illness, injury or emergency and personal leave taken to provide care or support to a member of the employees' immediate family or household.
- 25.2.5 Ausgrid will pay the employee at the employee's Ordinary Rate of Pay for the employee's ordinary hours of work in the period.
- 25.2.6 Agreement/Public Holidays and RDOs which have been accrued during periods of personal leave are not counted as personal leave.
- 25.2.7 Part day absences will be debited against the employee's personal leave entitlement.

25.3 Unpaid Leave

- 25.3.1 An employee is entitled to 2 days of unpaid 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:
- (a) a personal illness, or personal injury, affecting the member; or
 - (b) an unexpected emergency affecting the member.
- 25.3.2 An employee may take unpaid leave for a particular Permissible Occasion as:
- (a) a single continuous period of up to 2 days; or
 - (b) any separate periods to which the employee and their employer agree.
- 25.3.3 An employee cannot take unpaid leave during a particular period if the employee could instead take paid personal leave.

25.4 Notification / evidence requirements for personal leave pursuant to clause 25.2.3 (a)

- 25.4.1 A medical certificate is required for personal leave in the following

circumstances:

- (a) for all employees – for all claims of personal leave which exceeds two work days;
- (b) for employees with less than one years' service – on each occasion of personal leave;
- (c) for employees with more than one year's service – for all claims of 2 days or less, only after 4 occasions in a service year where a medical certificate was not required; and
- (d) for all employees – for all claims for either the last working day before, or the first working day after an Agreement/Public Holiday, annual leave or long service leave.

25.4.2 Where a relevant manager considers that an employee's personal leave record is unsatisfactory, the employee may be required to produce a medical certificate for all absences for a 12 month period.

25.4.3 A medical certificate should include the following information:

- (a) Name of employee;
- (b) Name of doctor and signature;
- (c) Reason for absence*;
- (d) Period during which the employee is unfit for work; and
- (e) Date of issue.

*While it is reasonable for Ausgrid to ask the reason for an absence, the employee and treating doctor can decide how much detail is provided.

25.4.4 Where an employee is required to provide a medical certificate it shall be obtained during the period of continuous absence on personal leave and not be used for a separate previous period of absence. This requirement may be waived by Ausgrid in extenuating circumstances such as for chronic illnesses.

25.4.5 Employees will make reasonable efforts to notify their supervisor as soon as practicable and prior to the normal start time if they are going to be absent on personal leave.

25.4.6 If there is any dispute about a doctor's diagnosis in relation to personal leave, a second opinion may be obtained from another doctor jointly selected by Ausgrid and the employee concerned. This second opinion will be deemed to settle the dispute. Any cost for obtaining the second opinion will be paid by the person that the decision goes against.

25.5 Notification/evidence requirements for carer's leave pursuant to clause 25.2.3(b)

25.5.1 The employee shall, if required:

- (a) establish either 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; or
- (b) establish by production of documentation acceptable to the

employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

- 25.5.2 An employee shall, wherever practicable, give the employer reasonable notice prior to the intention to take carer's leave, the reasons for taking such carer's 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.

25.6 Retirement Ill Health

- 25.6.1 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 personal leave entitlements are exhausted. However, the employee will have the option to take a lump sum payment for sick leave in accordance with Clause 36 Cashing in Sick Leave and retire after any sick leave which accrued after 15 February 1993 has been exhausted. No additional personal leave entitlements will accrue from the date the diagnosis is made.

26. LONG SERVICE LEAVE

- 26.1 Long Service Leave shall accrue on a weekly basis according to the following scale:

Years Of Service	Number of weeks
After 5 years' service	6.5 weeks
After 10 years' service	Additional 6.5 weeks
After 15 years' service	Additional 8 ½ weeks
After 20 years' service	Additional 13 ½ weeks
After each additional 5 years' service thereafter	Additional 13 weeks

- 26.2 This leave will be approved by Ausgrid provided that adequate employees are available to meet the needs of the organisation. Ausgrid must not unreasonably refuse to agree to a request by an employee to take paid long service leave.

- 26.3 All long service leave is paid at the employee's ordinary rate of pay as defined.

- 26.4 An employee who has completed five or more years' service with Ausgrid whose employment terminates for any reason shall be entitled to the following pro rata long service leave, minus any periods of long service leave already taken:

Years Of Service	Number of weeks
After 5 years' service	6.5 weeks
Between 5 and 10 years' service	1.3 weeks per year
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
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Pro rata amounts will be paid for partly completed years to the nearest day.

- 26.5 Employees who have continuity of service with an organisation which merged with Ausgrid or whose service with a previous employing organisation is recognised by Ausgrid for long service leave purposes, will have that service and any periods of long service leave taken into consideration in calculating their entitlement in terms of clause 35.
- 26.6 Employees shall not commence long service leave whilst on personal or accident leave.
- 26.7 Subject to clause 26.2, employees shall give at least four weeks notice of their intention to take long service leave. Shorter notice may be agreed, subject to work requirements.
- 26.8 Long service leave may be approved to be taken at half pay by part-time employees.
- 26.9 Long service leave may be approved to be taken at half pay by full-time employees, but only where:
- 26.9.1 the employee has a balance of 13 weeks or less at the time of commencing leave; and
- 26.9.2 where the leave of absence is for a period of two weeks or longer for a full-time employee;
- unless otherwise agreed between Ausgrid and the employee.
- 26.10 Long service leave may be taken at a minimum of one day on up to five occasions during any one year unless otherwise agreed by Ausgrid and the employee (for example, where agreed to facilitate the employee's parental responsibilities).
- 26.11 If an employee provides evidence that during a period of long service leave, their absence included a period of any other leave (other than unpaid leave), or a period of absence for community service leave, then the period of leave which is affected will be re-credited as long service leave and converted to the appropriate type of leave.
- 26.12 The taking of half pay leave under this clause does not break an employee's continuity of service. However, during such an absence, any paid leave under this Agreement will accrue on a pro rata basis.

27. SPECIAL LEAVE

- 27.1 Special leave may be granted with or without pay by Ausgrid.
- 27.2 Special leave may or may not count for service as determined by Ausgrid.
- 27.3 Special leave may be granted for the following purposes:
- 27.3.1 blood donations;
- 27.3.2 attending to union matters, including training and official conferences;
- 27.3.3 attending Employee Assistance Program;
- 27.3.4 personal circumstances.
- 27.4 Special Leave may be taken as Community Service Leave in which case the following will apply:
- 27.4.1 An employee who engages in an eligible community service activity

is entitled to be absent from their employment if:

- 27.4.2 the period consists of one or more of the following:
 - (a) time when the employee engages in the activity;
 - (b) reasonable travelling time associated with the activity;
 - (c) reasonable rest time immediately following the activity;
- 27.4.3 unless the activity is jury service – the employee's absence is reasonable in all the circumstances.
- 27.4.4 An eligible community service activity is:
 - (a) Jury service; or
 - (b) a voluntary emergency management activity (as defined by the Act).
- 27.5 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 Ordinary Rate of Pay and the amount paid for jury service.
- 27.6 An employee must provide Ausgrid with all reasonable evidence to support the taking of community service leave as requested by Ausgrid.
- 27.7 Special leave with pay may be granted to employees for their first appointment under the Employee Assistance Program. Subsequent appointments are subject to clauses 27.2 and 27.3.
- 27.8 Employees are encouraged to use RDOs or single days of annual leave to cover other absences. The employee should provide their manager with as much notice as possible before the scheduled start of work.
- 27.9 An employee who is required to attend military training will have such periods counted as part of service, up to a maximum of 14 days per year. The employee will be paid the difference between the ordinary rate of pay currently paid and amount paid for military training, on production of evidence of the employee's attendance and money paid to the employee.
- 27.10 Casuals are not entitled to special leave.

28. COMPASSIONATE LEAVE

- 28.1 An employee is entitled to 2 days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family (as defined in subclause 25.1), not living in the employee's household, or a member of the employee's household who is not a member of the employee's immediate family:
 - 28.1.1 contracts or develops a personal illness that poses a serious threat to their life; or
 - 28.1.2 sustains a personal injury that poses a serious threat to their life; or
 - 28.1.3 passes away.
- 28.2 An employee is entitled to 5 days of compassionate leave on each occasion (a permissible occasion) when:
 - 28.2.1 a member of the employee's immediate family (as defined in subclause 25.1) who was a member of the employee's household, passes away;
 - 28.2.2 a child (as defined in subclause 25.1) passes away, or cessation of

pregnancy – miscarriage in accordance with 29.8.1 (b); or

28.2.3 a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive.

28.3 In circumstances where the above compassionate leave entitlements are not sufficient, employees can access up to 5 days of Personal Leave for which supporting evidence can be requested where reasonable grounds exist.

28.4 Compassionate leave for permanent employees is without loss of pay for ordinary hours occurring during the period of the compassionate leave.

28.5 Compassionate leave for casual employees is unpaid.

28.6 An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

28.6.1 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 clause 28.1; or

28.6.2 after the death of the member of the employee's immediate family or household referred to in clause 25.1.

28.7 An employee may take compassionate leave for a particular permissible occasion as:

28.7.1 a single continuous 2 day period; or

28.7.2 2 separate periods of 1 day each; or

28.7.3 any separate periods to which the employee and their employer agree.

28.8 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 that occasion at any time while the illness or injury persists.

28.9 Ausgrid must not fail to re-engage a casual employee because the employee accessed the entitlement provided for in this clause. The rights of Ausgrid to engage or not engage a casual employee are not otherwise affected.

29. PARENTAL LEAVE

29.1 The following provisions shall also apply in addition to those set out in Chapter 2, Part 2-2, Division 5 – 'Parental leave and related entitlements' of the National Employment Standard (**NES**) under the Act; and the *Paid Parental Leave Act 2010* (Cth). The provisions within this clause shall also operate in conjunction with the relevant policies and procedures adopted by Ausgrid from time to time.

29.2 Parental Leave

29.2.1 Employees who are eligible for parental leave shall be entitled to take up to 20 weeks of paid leave (or 40 weeks at half pay) included in the 12 months approved absence, at their ordinary rate of pay to assist the employee's ability to reconcile work and family responsibilities and to return to work within the maximum timeframe, if consented, as determined at clause 29.3. For multiple births, the period of paid parental leave is extended to up to 24 weeks for twins and up to 28 weeks for triplets.

29.2.2 Ausgrid will continue to pay employer superannuation contributions into the employee's superannuation fund, whilst the employee is absent from work on parental leave for a period of up to 52 weeks. The contributions will be calculated based on the employee's ordinary rate of pay.

29.2.3 Ausgrid must not fail to re-engage a regular casual employee because the:

- (a) employee or employee's spouse or de facto partner is pregnant;
- (b) employee is or has been immediately absent on parental leave;
- (c) rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

29.3 Right to request

29.3.1 An employee entitled to parental leave may request Ausgrid to:

- (a) allow the employee to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (b) allow the employee to return from a period of parental leave on a part-time basis until the child reaches school age;
- (c) assist the employee in reconciling work and parental responsibilities.

29.3.2 Ausgrid shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

29.3.3 The employee's request and Ausgrid's decision made under clause 29.3.2 must be in writing.

29.3.4 In relation to requests under clause 29.3.1(a) or (b), the following additional requirements apply:

- (a) The employer's decision must be given as soon as practicable and no later than 21 days after the request is made;
- (b) If the employer refuses the request, the written response must include details of the reasons for the refusal.

29.3.5 In relation to requests under clause 29.3.1(a), the employer must not refuse a request unless the employee has been given a reasonable opportunity to discuss the request.

29.4 Non-birth Parent or Partner Leave

Employees covered by this Agreement may access one week paid parental leave, in accordance with Ausgrid's Family Leave Policy.

29.5 Communication during all forms of parental leave

29.5.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Ausgrid shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the

position/role the employee held before commencing parental leave; and

- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position/role the employee held before commencing parental leave.

29.5.2 The employee shall take reasonable steps to inform Ausgrid about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

29.5.3 The employee shall also notify Ausgrid of changes of address or other contact details which might affect Ausgrid's capacity to comply with clause 29.5.1.

29.6 Cessation of pregnancy - stillbirth and miscarriage

29.6.1 Where the pregnancy ceases by way of miscarriage before 12 weeks gestation then subject to providing a medical certificate both the birth parent and non-birth parent will be entitled to compassionate leave in accordance with clause 28 of this Agreement.

29.6.2 Where the pregnancy ceases by way of miscarriage between 12 and 20 weeks gestation then subject to providing a medical certificate:

- (a) the birth parent will be entitled to 6 weeks paid parental leave; and
- (b) the non-birth parent will be entitled to compassionate leave in accordance with clause 28.2 of this Agreement.

29.6.3 Where the pregnancy ceases by way of pregnancy loss (> 20 weeks) or perinatal loss (stillbirth or neonatal death up to 24 months) then subject to providing a medical certificate:

- (a) the birth parent will be eligible for 20 weeks paid parental leave, compassionate leave under clause 28.2 and unpaid leave under the NES; and
- (b) the non-birth parent will be eligible for one week of paid parental leave, compassionate leave under clause 28.2 and unpaid leave under the NES.

29.6.4 The leave set out above in this clause 29.6 may be added to other approved accrued leave including annual leave, personal carer's leave and personal leave.

29.7 Adoption, Long term or Permanent Foster placement Leave

Any employee may take unpaid leave in connection with the adoption of a child under 16 years of age for a maximum of 52 weeks. Additional adoption, long term or permanent foster placement leave provisions are as per the Ausgrid Family Leave Policy.

29.8 Lactation breaks

29.8.1 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this agreement.

- 29.8.2 A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of 2 paid lactation breaks of up to 30 minutes each per day.
- 29.8.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 29.8.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactation needs of the staff member.
- 29.8.5 Ausgrid shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 29.8.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.

30. FAMILY AND DOMESTIC VIOLENCE

30.1 General Principle

- 30.1.1 Ausgrid recognises that employees sometimes face situations of family and domestic violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Ausgrid is committed to providing support to staff that experience family and domestic violence.

30.2 Definition

- 30.2.1 Family and domestic violence is defined as violent, threatening or other abusive behaviour by a close relative or an ex-partner of any employee that:
 - (a) seeks to coerce or control the employee; and
 - (b) causes the employee harm or to be fearful.
- 30.2.2 A close relative is defined as being a person who:
 - (a) is a member of the employee's family or household, immediate family; or
 - (b) is related to the employee according to Aboriginal or Torres Strait Island kinship rules
- 30.2.3 Behaviours that may constitute domestic and family violence include physical, sexual, financial, verbal, stalking, damage to property, technology based or emotional abuse by an immediate family member as defined in this Agreement.

30.3 General Measures

- 30.3.1 Proof of family and domestic violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 30.3.2 All personal information concerning family and domestic violence will

be kept confidential in line with Ausgrid policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

- 30.3.3 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence.
- 30.3.4 Ausgrid will identify a contact in Human Resources who will be trained in family and domestic violence and privacy issues. Ausgrid will advertise the name of the contact within the organisation.
- 30.3.5 An employee experiencing family and domestic violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- 30.3.6 Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 30.5.1 and 30.5.2.
- 30.3.7 Ausgrid will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family and domestic violence.

30.4 Leave

- 30.4.1 An employee experiencing family and domestic violence will have access to 20 days per year of paid special leave for medical appointment, legal proceedings and other matters and activities arising from family and domestic violence. Leave taken for family and domestic violence can be taken without prior approval.
- 30.4.2 This leave will be in addition to other leave entitlements of this Agreement and may be taken as consecutive or single days or as a fraction of a day.
- 30.4.3 An employee who supports a person experiencing family and domestic violence may take carer's leave to accompany them to court, to hospital, or to mind children.

30.5 Individual Support

- 30.5.1 In order to provide support to an employee experiencing family and domestic violence and to provide a safe work environment to all employees, Ausgrid will approve any reasonable request from an employee experiencing family and domestic violence for:
 - Changes to their span of hours or pattern of hours and/or shift patterns;
 - Job redesign or changes to duties;
 - Relocation to suitable employment within Ausgrid;
 - A change to their telephone number or email address to avoid harassing contact;
 - Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 30.5.2 An employee experiencing family and domestic violence will be referred to the Employee Assistance Program (EAP) and/or other local

resources. The EAP shall include professionals trained specifically in assisting persons who are experiencing family and domestic violence.

31. AGREEMENT/PUBLIC HOLIDAYS

- 31.1 The days on which the following holidays are gazetted shall be days off work without loss of pay:

New Year's Day
 Australia Day
 Ausgrid Employee Day (Agreement)
 Good Friday
 Easter Saturday
 Easter Sunday
 Easter Monday
 Anzac Day
 Gazetted Sovereign's Birthday
 Labour Day
 Christmas Day
 Boxing Day

- 31.2 Ausgrid Employee Day (Agreement) is a paid employee day for all employees who are covered under this Agreement and is in substitution for the first day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State.

This will be the second Friday in March except those whose predominant work location is in the Hunter region or Muswellbrook region where the day will be determined by Ausgrid.

- 31.3 In addition, employees shall be entitled to the day off work without loss of pay for any other days which are gazetted as public holidays throughout NSW.
- 31.4 Where an employee's predominant work location is another State or Territory of Australia the public holidays that apply to that State or Territory will apply, and subject to clause 31.2, for those employees Ausgrid Employee Day (Agreement) will be the second Friday in March.
- 31.5 By agreement with Ausgrid, an employee may substitute one (1) public holiday per year for another date within the same calendar year, subject to the following:
- (a) Any request to substitute a public holiday must be at the initiation of the employee.
 - (b) A request must be made with at least 3 months' notice before the date of the public holiday being substituted, and at least one month before the nominated substitute date. Ausgrid may at its discretion dispense with these notice requirements.
 - (c) The substituted day must be "like for like" with the day on which the public holiday falls (e.g. an employee seeking to substitute another day must nominate a day that attracts the same loadings as the public holiday that they are substituting).
 - (d) A request to substitute a public holiday or to cancel an approved substitution will be subject to Ausgrid's approval on the basis that productive work, sufficient resources and appropriate supervision will be available on all impacted days.
 - (e) Where a public holiday is substituted, for that employee:

- (i) the substituted day will be treated as a public holiday for all purposes, including payment if the employee performs work on that day;
 - (ii) the public holiday itself will be treated as a normal day of the relevant kind (that is, weekday, Saturday, Sunday, etc.) for all purposes, including payment for work on that day.
 - (f) In making a request to substitute a public holiday, the relevant employee accepts that a request for them to work on the public holiday is reasonable having regard to the equivalent benefit of an alternative day off at another time.
- 31.6 Any Agreement/public holiday or substituted day which falls during a period of annual leave, sick leave or long service leave shall not be debited against that leave.
- 31.7 If an Agreement/public holiday or substituted day occurs on an employee's scheduled day off, RDO, or a day which is a non-working day because the employee is working a compressed work week, then the employee shall receive an additional day's pay at the ordinary rate or shall be entitled to another day off in lieu.
- 31.8 An employee who is absent from duty without approval on the working day prior to, or the working day after, an Agreement/public holiday or substituted day shall not be entitled to pay for the unauthorised absence.
- 31.9 An employee who is on call on an Agreement/public holiday or substituted day shall be entitled to another day off in lieu.

32. ROSTERED DAYS OFF (RDO)

- 32.1 A rostered day off occurs in the system of working a nine (9) day fortnight and is defined as a weekday Monday to Friday on which an employee is not required to work because the employee has worked additional time which has accrued towards a day off.
- 32.2 The normal working arrangement for employees is nine (9) eight (8) hour days per fortnight and RDOs are normally taken on a Monday or Friday, however, they can be rearranged at any time subject to mutual agreement after having regard to the needs of the work area and the needs of the employees.
- 32.3 Those employees working in the Contact Centre as Customer Service Representatives or Team Leaders with access to RDOs shall have their RDOs rostered on a rolling basis across Monday to Friday with a three (3) month timetable, based on business requirements.
- 32.4 Employees can accumulate up to five (5) RDOs which can be taken at any time subject to mutual agreement after having regard to the needs of the work area and the needs of the employees.
- 32.4.1 This may be varied by using an individual flexibility arrangement in accordance with clause 12.
 - 32.4.2 When an employee takes more than two (2) consecutive RDOs and another employee acts in their job, then that employee shall be eligible for higher grade pay.
- 32.5 If employees need time off for an emergency or unforeseen event, they are encouraged to use accumulated RDOs or to take a RDO in advance subject to the approval of their manager. In all circumstances, the employee should provide their manager with as much notice as possible before commencing the absence.

- 32.6 RDOs may only be taken once they have been accrued. The number of RDOs which an employee may take in a year when four (4) weeks annual leave is taken, is limited to 24.

33. TERMINATION, CESSATION AND ABANDONMENT OF EMPLOYMENT

- 33.1 Ausgrid shall give an employee the following periods of notice or payment in lieu, when terminating an employees' employment:

Employee's period of continuous service with Ausgrid (see clause 35)	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

- 33.1.1 This period of notice given by Ausgrid is increased by one (1) week if the employee is over 45 years of age and has completed at least two (2) years of continuous service with Ausgrid.
- 33.1.2 Casual employees shall receive 1 hours' notice of termination of employment.
- 33.1.3 This shall not limit Ausgrid's right to dismiss an employee without notice for serious misconduct.
- 33.1.4 Employees shall provide Ausgrid with not less than one week's notice of termination or forfeit one week's wages in lieu. This provision does not apply to casual employees, where clause 33.1.2 applies.
- 33.1.5 If an employee is absent without notifying Ausgrid for a continuous period of five (5) working days (including RDOs) without reasonable cause, they will be considered to have abandoned their employment and may be dismissed.
- 33.1.6 Suspension without pay for an appropriate time may be applied as an alternative to dismissal.
- 33.1.7 On the death of an employee:
- (a) all their outstanding entitlements and accruals will be paid to their estate; and
 - (b) Ausgrid will reimburse up to \$10,000 in funeral costs and associated expenses, in accordance with the relevant policy. Such policy does not form part of this Agreement.

34. REDUNDANCY AND SALARY MAINTENANCE

The terms and conditions attaching to Redundancy and Salary Maintenance are contained in Appendix 5.

35. CALCULATION OF SERVICE

- 35.1 All service as an apprentice, trainee or cadet shall count towards service entitlements under this Agreement.
- 35.2 The following periods will not count for service for the purposes of any leave accruals or any other purpose and will not break the continuity of service with Ausgrid:
- 35.2.1 Personal leave without pay;

35.2.2 Parental leave without pay; or

35.2.3 Leave without pay, whether authorised or not.

35.3 Any period of service which is taken at half pay will only accrue any paid leave on a pro rata basis.

35.4 Where Ausgrid 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.

35.5 For any employee who commenced employment with Ausgrid prior to 1 December 2016 and who was recognised as a "continuing employee" as at that date, service for the purposes of this Agreement includes all that service recognised by Ausgrid at the date of transfer and set out in the Ausgrid Agreement 2012 and such other employment that is deemed to be service.

35.5.1 Continuing employee has the same meaning as the definition provided at Clause 23, Schedule 4 of the Electricity Network Assets (Authorised Transactions) Act 2015.

35.6 For any employee who commenced employment after 1 December 2016, their service for the purposes of this Agreement commences from that date of employment.

36. CASHING IN SICK LEAVE AS ACCUMULATED AT 15 FEBRUARY 1993

36.1 This clause only applies to those employees who were employed before 15 February 1993.

36.2 Where an employee requests during the course of their employment, or on termination of employment for any reason other than serious misconduct, the employee shall be paid their accumulated untaken sick leave at the ordinary rate of pay applicable to the employee at that time or 1 July 2009 whichever date is earlier.

36.3 The maximum number of hours of sick leave that may be cashed in is to be calculated as follows:

Step 1: Calculate the number of hours of accumulated sick leave as at the date of request to be paid, or termination of employment.

Step 2: Calculate the number of hours of accumulated sick leave as at 15 February 1993 that the employee could have cashed-in if their employment had been terminated immediately before 15 February 1993.

The maximum number of hours of accumulated sick leave that may be cashed- in is the lesser of the two numbers calculated under Step 1 and Step 2.

36.4 The intention of subclauses 36.1 and 36.2 above is to ensure that when an employee is obliged to use sick leave credits accumulated prior to 15 February 1993 then such sick leave will be re-credited to the pre 15 February 1993 balance when the employee is again entitled to annual sick leave credits available in the following year of service.

37. PROTECTIVE CLOTHING AND EQUIPMENT

37.1 Employees will be issued with protective clothing, tools and equipment which is suitable for carrying out work safely in the prevailing conditions.

37.2 Each employee shall be responsible for the proper care of tools and proper

care and laundering of protective clothing issued to them.

- 37.3 New protective clothing and equipment and tools will be issued as required to replace items which are subject to normal wear and tear.
- 37.4 Employees may be required to replace any protective clothing, tools or equipment which is damaged as a result of misuse or negligence.
- 37.5 Employees are not permitted to use protective clothing, tools, vehicles or equipment which is provided by Ausgrid while engaged in any employment other than with Ausgrid.
- 37.6 Employees who are provided with protective clothing shall be required to wear it, where appropriate.

38. ACCIDENT LEAVE AND PAY

- 38.1 **“Accident Pay”** means an amount of pay equal to the difference between the amount of workers’ compensation received and the ordinary rate of pay.
- 38.2 Where an employee has been injured in the course of employment at Ausgrid, and they are in receipt of a workers compensation payments they shall be paid Accident Pay for a combined total period up to 52 weeks for each separate claim or compensable injury (including subsequent recurrence), provided that:
 - 38.2.1 employment continues with Ausgrid; and
 - 38.2.2 the employee continues to participate and follow all requirements of a return to work plan.
- 38.3 Where an employee is in receipt of workers compensation payments and those payments do not attract Superannuation (i.e. ordinary hours not worked), Ausgrid will make superannuation contributions based on their ordinary rate of pay. Such contributions will be made for a combined total period up to 52 weeks for each separate claim or compensable injury (including subsequent recurrence).
- 38.4 A certificate from a medical practitioner is required for all claims for accident pay. If there is any dispute between doctors, the persons covered by this Agreement will select a third doctor whose opinion will settle the matter of accident pay.

This will not determine the issue of liability which will be settled by the Workers' Compensation Commission if the persons covered by this Agreement cannot agree.
- 38.5 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
- 38.6 If an employee receives a settlement or compensation in relation to an injury or illness which has resulted in a claim on Ausgrid for paid sick leave or paid accident leave, then the employee shall repay Ausgrid the sum of the actual pay received to a maximum not exceeding the settlement or compensation received. In such cases, the amount of sick leave which was reimbursed will be re-credited to the employee.

39. CONSULTATION

- 39.1 Ausgrid seeks to continually improve its work processes and where possible

to adopt the best practice in terms of efficiency and productivity in all areas of its business. Ausgrid's employees and their unions commit to supporting and contributing positively to the process of workplace change and improvement and agree not to unduly delay or frustrate the process described within this clause.

39.2 The parties will use their best endeavours to enable early consultation, and to facilitate the timely and efficient implementation of change.

39.3 This term applies if Ausgrid:

39.3.1 has made a definite decision to introduce a change to production, program, organisation, structure, technology or policies in relation to its enterprise that is likely to have a significant effect on the employees; or

39.3.2 proposes to introduce a change to the regular roster or ordinary hours of work of employees.

39.4 In this term, a change is likely to have a significant effect on employees if it will result in:

- a) the termination of the employment of employees; or
- b) appreciable change to the composition, operation or size of Ausgrid's workforce or to the skills and capability roles required of employees; or
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- d) the need to retrain employees; or
- e) the need to relocate employees to another workplace; or
- f) the restructuring of jobs; or
- g) change to regular roster or ordinary hours of work; or
- h) significant impact in relation to employees' family or caring responsibilities.

39.5 Where the proposed change is not considered likely to have a significant effect on employees as defined above in 39.4 then the proposed changes must be safe, efficient, legal and fair, and Ausgrid will inform affected employees as to the implementation of the change.

39.6 **Change**

For a change referred to in paragraph 39.4:

39.6.1 Ausgrid must notify the relevant employees and their unions of the decision to introduce the change; and

39.6.2 Subclauses (a) to (f) apply.

(a) The relevant employees may appoint a representative for the purposes of the procedures in this term.

(b) If:

(i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(ii) the employee or employees advise Ausgrid of the identity of the representative;

- (iii) Unions which have members they represent in an area under consultation have a default right to participate in the consultations;

Ausgrid must recognise the representative.

- (c) As soon as practicable after making its decision, Ausgrid must discuss with the relevant employees and their unions:

- (1) Why Ausgrid requires the change and seeks input from employees and their representatives as to:

- (i) whether Ausgrid's decision will achieve Ausgrid's interests; and

- (ii) whether there are alternative proposals from employees and their representatives that are likely to achieve the same interest based outcomes for Ausgrid but improve the outcome for employees as well.

- (2) the introduction of the change; and

- (3) the effect the change is likely to have on the employees; and

- (4) measures Ausgrid is taking to avert or mitigate the adverse effect of the change on the employees; and

- (5) for the purposes of the discussion provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and

- (ii) information about the expected effects of the change on the employees; and

- (iii) 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); and

- (iv) any other matters likely to affect the employees.

- (d) However Ausgrid is not required to disclose confidential or commercially sensitive information to the relevant employees unless the non-disclosure of such information would render the consultation ineffective. In such an event Ausgrid may require employees and their representatives to sign a confidentiality agreement.

- (e) Ausgrid must give prompt and genuine consideration to matters raised about the change by the relevant employees.

- (f) In this term relevant employees means the employees who may be affected by a change referred to in subclause 39.4.

39.6.3 The parties will endeavour to reach agreement on a timetable and process reflecting the nature, circumstances and complexity of the issue within two weeks of consultation being initiated.

39.7 The persons covered by this Agreement have the right to refer the matter into the Dispute Settlement Procedure at any time.

39.8 For the purpose of consultation under subclause 39.6, consultation will take

place at the following levels within Ausgrid.

39.8.1 Peak Consultative Committee ("PCC")

- (a) The PCC will be established comprising the relevant Senior Managers, Union Officials and Employee representatives including relevant delegates as nominated by the unions to consult on the implementation of decisions with an organisation wide impact or implications.
- (b) These meetings will also review and ensure that the consultation procedures are being met in accordance with the intent of this clause.
- (c) The PCC shall meet on an as needed basis. However, members of the PCC shall be afforded a minimum of two weeks notice of any proposed meeting.
- (d) The PCC shall have an independent Chair agreed by the PCC members.
- (e) The PCC may agree to establish subcommittees to progress consultation with appropriate representation following the presentation of information at the PCC. These subcommittees may include the establishment of reporting back processes for organisational change initiatives. Subcommittees will be made up of management, employees and their representatives.

39.8.2 Local Consultation

- (a) Local Consultation will discuss the implementation of decisions relevant to issues that do not have an organisation wide impact or implementation including issues under subclause 39.4.
- (b) Local Consultation will be made up of representatives of management and delegates as nominated by the relevant unions. Union officials may attend or be requested to attend.

40. OUTSOURCING/CONTRACTING OUT

Basic Principles

Outsourcing or contracting out will not diminish the working conditions of this Agreement.

40.1 Work will only be outsourced or contracted out when it can be demonstrated that:

- 40.1.1 peak workloads cannot be met by Ausgrid's workforce including reasonable overtime; or
- 40.1.2 where specific expertise, not available in Ausgrid's workforce, is required. Where recurring work requires such expertise, Ausgrid will make efforts to obtain this expertise by training and/or reorganising its existing workforce. Ausgrid will keep the relevant employee representative(s) informed about such training and reorganisation; or
- 40.1.3 the use of outsourcing or contracting out the work is commercially the most advantageous option taking into account safety, quality, performance, and cost.

40.2 In circumstances where Ausgrid is examining outsourcing or contracting out of

work activities:

- 40.2.1 An Outsourcing Consultation Forum will be established between Ausgrid, the unions and nominated representatives. The Forum will:
- be for Ausgrid to inform and consult on an outsourcing plan where Ausgrid is examining actual and potential outsourcing activities;
 - provide feedback to Forum members on major program work;
 - oversee compliance with clause 40.3.3;
 - meet and provide a list of all contractors performing work on the Ausgrid network approximately each quarter with meeting dates for a calendar year assigned no later than 1 February each year; and
 - not have right of veto.
- 40.2.2 Ausgrid will advise the employees and their union(s) and provide them the appropriate time (relevant to the nature of the proposal) to respond with suitable proposals in respect of possible alternative arrangements to outsourcing or contracting out;
- 40.2.3 The persons covered by this Agreement including relevant work groups/employees may, via the consultative process in this Agreement, utilise external benchmarking prior to market testing to permit internal efforts to improve efficiencies and become more competitive. Prior to expressions of interest or tenders being called, where employee generated alternatives are received, such alternatives will be considered;
- 40.2.4 Expressions of interest or tenders when advertised shall be timed so as to provide the employees with an opportunity to submit a conforming expression of interest or tender. If an employee generated conforming expression of interest or tender is submitted, it will be evaluated together with external submissions consistent with the tendering and probity procedures of Ausgrid;
- 40.2.5 If it is subsequently determined that expressions of interest or tenders are to be invited, Ausgrid will provide the union(s) with a copy of the document or a link to the document which has been prepared;
- 40.2.6 In evaluation of conforming expressions of interest or tenders, any comparisons will be made on a basis discounting any overheads that would continue even if the work was outsourced or contracted out. Such overheads would typically include tendering costs, contact administration, contract supervision and the cost of any redundancies which may arise as a result of the decision to outsource or contract out.
- 40.3 When a decision is made by Ausgrid to outsource/contract out work not already outsourced or contracted out, or in a review of existing contracts, Ausgrid will consider a contract to a contractor that demonstrates:
- 40.3.1 Contractor(s) undertaking the outsourced /contracted out work will have wages and conditions that are no less favourable than that provided for in the contractor's relevant industrial instrument;

- 40.3.2 Contractor(s) must have appropriate qualifications to complete the work as specified by Ausgrid and aligned to the Ausgrid Electrical Safety Rules where required;
- 40.3.3 It has established appropriate industrial relations policies and practices which promote harmonious employee relations and minimise the risk of industrial disputes and that it complies with appropriate safety standards, environmental standards and quality standards to a level commensurate with the standards Ausgrid expects;
- 40.3.4 If after engagement of a contractor a person covered by this Agreement provides sufficient evidence that a contractor is not providing its employees with correct statutory entitlements, Ausgrid will use an independent organisation to audit compliance with these entitlements. If the audit confirms that there is a breach of the statutory entitlements of the contractor's employees, Ausgrid will take appropriate action.
- 40.4 In the event that Ausgrid has determined to outsource or contract out work, affected employees will have access to the full range of options available under all relevant Ausgrid policies which apply at the time. These options will include training and/or retraining.
- 40.5 Any person covered by this Agreement may refer any non compliance with this process to the Dispute Settlement Procedures.
- 40.6 The persons covered by this Agreement will comply with their obligations under clause 39 of this Agreement prior to enacting the above. Nothing in this clause diminishes the obligations under clause 39.

41. DISPUTE SETTLEMENT PROCEDURE

41.1 Objectives

41.1.1 The objective of the dispute settlement procedure (**DSP**) is to ensure:

- (a) disputes are resolved at their source and at the lowest possible level;
- (b) employees address the issue with their supervisor first;
- (c) that disputes are resolved in a timely and efficient manner without unnecessary delay by any party;
- (d) the dispute remains in the part of the organisation concerned without interference from employees not involved; and
- (e) The objective of this DSP is to ensure that disputes relating to the relationship between the employer and employees are dealt with according to this clause;
- (f) If an employee or employee representative notifies Ausgrid in writing that a matter is in dispute, work will proceed in accordance with the reasonable directions of Ausgrid, subject to sub-clause (g).
- (g) Where the subject matter of a dispute notified in accordance with sub-clause (f) is an action proposed by Ausgrid that directly affects an employee or employees and if taken, would materially disadvantage the employee or employees, or prejudices the ultimate resolution of the dispute. Ausgrid will not implement that action while the

applicable dispute procedure is being followed by the party who notified the dispute. This obligation to maintain the "status quo" does not prevent Ausgrid from taking other steps which may relate to the matter in dispute but which do not themselves materially disadvantage the employee or employees concerned.

- (h) Ausgrid, the unions and nominated representatives may apply to the FWC to revoke, suspend or enforce the status quo obligation in sub-clause (g) where there are reasonable grounds for doing so.

The FWC is authorised to determine any such application unless the FWC decides that there are compelling reasons not to.

41.2 Three-Tiered System

Level / Category of Dispute	People who may be involved	Timetable
Tier 1 Local /Regional Level: Individual Depot / Individual workgroup / individual employee effect. Regional issues Resolution of the issue or dispute is sought at its source.	Supervisor with manager (if required). Employee/s concerned with Local Union delegate (if requested). Employee Representative or Regional Delegate (if requested).	If the dispute is unresolved, escalation to Tier 2 applies after three (3) weeks from the date that the dispute was notified if unresolved, unless the parties agree otherwise.
Tier 2 Corporate Level (a) Disputes immediately escalate to this level if the dispute relates to an organisation wide impact on employees or the employer; or (b) The dispute is unresolved or automatically escalated from Tier 1.	Resolution is sought at a corporate level with involvement of the following: • Relevant Delegate / employee Representative and employee/s (if necessary). • Manager/s affected, local manager/s, Business Unit Manager and Head of Employee Relations or their delegate. • Union Organiser (if requested by either party).	If the dispute is unresolved at Tier 2, either party can escalate the dispute to Tier 3 through applying to the FWC.

Level / Category of Dispute	People who may be involved	Timetable
Tier 3 Tribunal Level If the issues remain unresolved after Tier 2 the matter may be referred to the FWC for conciliation in the first place then arbitration with the rights of the parties to appeal being reserved. The process before the FWC must be free from industrial action. The parties may agree that a person other than the FWC can deal with a dispute in accordance with section 740 of the Fair Work Act 2009. In the absence of such agreement, the dispute will be dealt with by the FWC	• Union Organiser, relevant Delegate / employee Representative and employee/s (if necessary) • Manager/s affected, local manager/s, Head of Business Unit and Head of Employee Relations or their delegate/s.	Status quo may be maintained or lifted at the discretion of the FWC. Both parties will accept the decision on status quo with the rights of the parties to appeal being reserved.

41.3 Each tier of the system will be managed in a timely fashion.

41.4 Responsibilities of those involved in resolving the Dispute

The responsibilities of the individuals and the organisations they represent should include the following:

- (a) to have an appreciation of each other's point of view;
- (b) to have an appreciation of each other's needs;
- (c) to approach discussions and negotiations in good faith;
- (d) Ausgrid, where possible, should take the needs of employees into account when making decisions;
- (e) meetings called to try and resolve the issues in dispute should be called without unnecessary delay; and
- (f) it is the responsibility of both the representatives of the Union/s and Ausgrid to give the employees progress reports.

41.5 Disputes about matters arising under the Ausgrid Enterprise Agreement 2021

41.5.1 A matter formally notified, part heard by the FWC, heard by the FWC with decision reserved, or the subject of appeal, under clause 41 of the Dispute Settlement Procedure of the Ausgrid Enterprise Agreement 2021, but not concluded at the time this Agreement commences, shall continue to be dealt with in accordance with clause 41 of that agreement, as if that clause was a term of this Agreement.

41.5.2 A dispute arising out of the operation of the Ausgrid Enterprise Agreement 2021 which was not formally notified before the commencement of this Agreement, shall be dealt with in accordance with the Dispute Settlement Procedure of this Agreement.

42. NO EXTRA CLAIMS

It is a term of this Agreement that the persons covered by this Agreement undertake that for the period of the duration of this Agreement that they will not pursue any extra claims, Agreement or over Agreement.

43. UNION DELEGATES' CHARTER

The rights and obligations of union delegates will be in accordance with this clause. However, in the event of any specific inconsistency between this clause and the clause 26A of the Electrical Power Industry Award 2020 (**'the Award'**), the more favourable term will apply to the extent of the inconsistency.

43.1 Before exercising any entitlements under this clause, a Union must give Ausgrid written notice of an employee's appointment or election as a Union Delegate.

43.2 Ausgrid shall be able to:

- 43.2.1 Expect that employees, be they Union Delegates or not, will perform the job in which they are employed;
- 43.2.2 Be given reasonable notice by delegates that they intend to carry out their Union duties if it will interfere with their ability to fulfil the requirements of their substantive role.
- 43.2.3 Expect that Union Delegate(s) shall not be able to claim or be paid overtime for attendance at Delegates meetings organised during normal working hours.

43.3 Union Delegates shall be able to:

- 43.3.1 Communicate with eligible employees for the purpose of representing their industrial interests under clause 43.3.4. This includes discussing membership of the delegate's organisation and representation with eligible employees;
- 43.3.2 Approach, or be approached by a member for the payment of Union dues or other payments;
- 43.3.3 Communicate with eligible employees during work hours or work breaks, or before or after work and move freely for the purpose of consulting other Delegates during working hours;
- 43.3.4 Represent the industrial interests of eligible employees who wish to be represented by the Union Delegate in matters including:
 - (i) consultation about major workplace change;
 - (ii) consultation about changes to rosters or hours of work;
 - (iii) resolution of disputes;
 - (iv) disciplinary processes;
 - (v) enterprise bargaining where the Union Delegate has been appointed as a bargaining representative under the Act or is assisting the delegate's organisation with enterprise bargaining;

- (vi) any other process or procedure within this Agreement or Ausgrid policy under which eligible employees are entitled to be represented and which concerns their industrial interests.

However, nothing in clause 43 requires an eligible employee to be represented by a Union Delegate without the employee's agreement.

- 43.3.5 Have protection from victimisation and for this right to be expressed in prohibiting the employer from seeking to separate the delegate from the union members who elected them without first consulting the relevant Union;
- 43.3.6 Have access to or use of a room or area to hold discussions that is fit for purpose, private and accessible by the Union Delegate and eligible employees;
- 43.3.7 Have access to or use of electronic means of communication ordinarily used in the workplace by Ausgrid to communicate with eligible employees (e.g. Microsoft Outlook and Microsoft Teams) and by eligible employees to communicate with each other, including access to Wi-Fi. However, this does not require Ausgrid to provide a Union Delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees;
- 43.3.8 Have access to a telephone and computer, including email and to have within their work proximity a lockable filing cabinet or other secure document storage area to enable them to keep records, union circulars, receipt books etc. so as to efficiently carry out their union responsibilities;
- 43.3.9 Have access to or use of office facilities and equipment including printers, scanners and photocopiers;
- 43.3.10 Have all agreements and arrangements negotiated with Ausgrid set out in writing and for these agreements and arrangements, including this Agreement, to be provided to delegates on request;
- 43.3.11 Place notices on defined physical and online union notice boards;
- 43.3.12 Attend industrial tribunals and/or courts where they have been requested to do so by an employee whom they represent, or matters where the Union Delegate is an ongoing representative under 43.3.4. Attendance is subject to approval by Ausgrid in accordance with Clause 27 Special Leave of the Ausgrid Agreement. No overtime or travel related payments will be paid;
- 43.3.13 Attend group inductions (e.g. apprentices, trainees and graduates) of new employees for up to 30 minutes.

43.4 Delegate release from duty

43.4.1 Union Delegate Training

- (i) Ausgrid will not unreasonably refuse to release a delegate from duty during normal working hours for the purpose of attending union

training

- (ii) the release from duty will be paid leave subject to 43.4.4
- (iii) the union/delegate will provide at least four (4) weeks notice in writing and explanation. If a shorter period of notice is provided, the request will be considered and not unreasonably refused by Ausgrid.
- (iv) Ausgrid will advise a delegate, or their Union, of approval or otherwise as soon as practicable, and where possible, not less than two (2) weeks from the day on which the activity is scheduled to commence.
- (v) If requested by Ausgrid, the Union must provide Ausgrid with an outline of the training content.
- (vi) The Union Delegate must, if requested by Ausgrid, within 7 days after the day on which the training ends, provide Ausgrid with evidence that would satisfy a reasonable person of their attendance at the training.

43.4.2 Union Conferences, Delegate Meetings and Union Duties

- (i) delegates may be released from duty during normal working hours for the purpose of attending union conferences, delegate meetings or to perform duties related to a position/office a delegate holds with their union. Attendance at these activities shall be permitted subject to business needs and the provisions of Clause 27
- (ii) The union and Ausgrid will make reasonable efforts to provide notice of, and to respond to requests for delegates releases from duty, respectively.

43.4.3 Payments for leave taken under 43.4 for a day (or part thereof) of paid time during normal working hours is payment of the amount the Union Delegate would have been paid for the hours the Union Delegate would have been rostered or required to work on that day if the Union Delegate had not been absent from work to attend the training or other activities under 43.4 .

43.5 Senior Delegates and Assistant Senior Delegates

43.5.1 Ausgrid recognises that Union(s) may appoint Senior and/or Assistant Senior Delegates to cover nominated geographic and/or functional areas

43.5.2 Senior Delegates will assist with more complex matters and when required escalate to the Union official and attend high level meetings with Ausgrid managers that are specific to their geographical/functional area.

43.5.3 On a case-by-case basis, Senior Delegates may seek additional time and or obtain access to use Ausgrid vehicles to attend to union matters. Requests will be considered and not unreasonably refused by Ausgrid.

43.5.4 The role of the Assistant Senior Delegate is to cover the region when the Senior Delegate is on leave, unable to attend meetings or assist the delegate in local matters.

43.5.5 In addition to 43.4 *Delegate Release From Duty*, unions may request that Senior Delegates are released from duty during normal working hours,

without loss of pay, for the purposes of:

- (a) attending a senior delegate virtual/online meeting of up to two (2) hour duration, twice a year ; and
- (b) attending 2 full day meetings of senior delegates

These meetings are to be scheduled and notified to the company for the calendar year ahead, in February.

43.6 A Union Delegate's entitlements under this clause are subject to the conditions that the Union Delegate must, when exercising those entitlements:

43.6.1 comply with their duties and obligations as an employee;

43.6.2 comply with the reasonable policies and procedures of Ausgrid, including reasonable codes of conduct and requirements in relation to workplace health and safety and acceptable use of information, communication and technology resources;

43.6.3 not hinder, obstruct or prevent the normal performance of work; and

43.6.4 not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

43.7 Where an employee ceases to be a Union Delegate, the Union must give written notice to Ausgrid within 30 days of so ceasing.

43.8 In clause 43, "eligible employees" means members and persons eligible to be members of the Union Delegate's organisation who are employed by Ausgrid.

43.9 In this clause, "Union Delegate" means an employee appointed or elected, in accordance with the rules of a registered employee organisation or union, to be a delegate for members of the organisation who work at Ausgrid. Union Delegates may be full-time or part-time employees.

44. DEDUCTION OF UNION MEMBERSHIP FEES

44.1 The union shall provide the employer with a schedule setting out union weekly membership fees payable by members of the union in accordance with the union's rules.

44.2 The union shall advise the employer of any change to the amount of weekly membership fees made under its rules. Any variation to the schedule of union weekly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

44.3 Subject to the above, the employer shall deduct union weekly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

44.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

44.5 Unless other arrangements are agreed to by the employer and the union, all

union membership fees shall be deducted on a weekly basis.

- 44.6 Where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

45. PROFESSIONALS, MANAGERS AND SPECIALISTS

45.1 Coverage

- 45.1.1 This clause applies only to employees classified as "Professionals, Managers and Specialists" as defined in clause 45.1.3 below.
- 45.1.2 Ausgrid will apply the Work Level Standards to appoint an employee to PM&S. The Work Level Standards are contained in the Work Level Standards policy and are not incorporated into this agreement.
- 45.1.3 A "Professional, Manager and Specialist" is an employee appointed to a position by Ausgrid as a Professional, Manager & Specialist and who receives the Ordinary Rate of Pay outlined at Appendix 1A of the Agreement.
- 45.1.4 The following clauses of this Agreement do not apply to employees classified as Professionals, Managers and Specialists under this clause:
- (a) Clause 16 – Allowances (except 16.2, 16.3, 16.4, 16.6 and 16.8);
 - (b) Clause 18 – Hours of Work;
 - (d) Clause 21 – On Call; and
 - (e) Clause 32 – Rostered Day Off.

45.2 Remuneration

- 45.2.1 The salaries set out in Appendix 1A are payable for all purposes and are inclusive of all allowances and hours of work other than:
- (a) Travel or living expenses when working for Ausgrid. This clause operates with respect to Ausgrid policy and procedure.
 - (b) Reimbursement of business related/educational expenses incurred in the course of employment with Ausgrid. Employees should refer to the relevant Ausgrid policies and procedures for more information in respect of this clause.
 - (c) A weekly skills retention allowance, payable for all purposes, for the term of this Agreement only which is subject to the following increases:

Rate per week		
From 1 September 2024	From 1 September 2025⁽¹⁾	From 1 September 2026⁽¹⁾
\$69.57	\$71.66	\$73.81

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September

2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

- (d) Employees who qualify for stage one competency by being:
- (i) recognised by Engineers Australia as having completed a qualification in one of the disciplines of engineering of four years duration or equivalent in an institution recognised under the international agreement governing quality and equivalence (The Washington Accord); or
 - (ii) in a position requiring and having an Advanced Diploma of Engineering and maintaining competence in the Electrical Safety Rules;

shall be paid the weekly all purpose allowance which is subject to the increases in the following table:

Rate per week		
From 1 September 2024	From 1 September 2025 ⁽¹⁾	From 1 September 2026 ⁽¹⁾
\$90.46	\$93.17	\$95.97

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

- (e) Employees who have qualified for stage one competency (outlined in 45.2.1(d)) and have:
- (i) Stage 2 NPER competency or Chartered Engineering Officer (CEngO) status and who are placed on to the National Engineer Associate Register (NEAR);

shall be paid the weekly all purpose allowance which is subject to the following increases:

Rate per week		
From 1 September 2024	From 1 September 2025 ⁽¹⁾	From 1 September 2026 ⁽¹⁾
\$194.81	\$200.65	\$206.67

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

- (f) Employees who have qualified for stage one competency (outlined in 45.2.1(d)) and have:
- (i) accreditation as a Chartered Member of Engineer's Australia (CPEng) or Registered Professional Engineer (RPEng) status or equivalent; and
 - (ii) maintains their accreditation;

shall be paid the weekly all purpose allowance which includes an allowance for maintaining annual registration is subject to the following increases:

Rate per week		
From 1 September 2024	From 1 September 2025 ⁽¹⁾	From 1 September 2026 ⁽¹⁾
\$215.31	\$221.77	\$228.42

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

Employees who qualify for this allowance will not be entitled to any further reimbursement of application or annual membership or registration fees.

45.3 PM&S Performance Plans – Performance / Bonus Review

- 45.3.1 Employees in positions covered by Clause 45 will be entitled to receive an agreed minimum remuneration in recognition of services for Ausgrid at an agreed standard. Further, those employees shall be entitled to receive additional remuneration for performance as determined by individual performance plans.
- 45.3.2 Each year, PM&S employees will be required to develop an individual performance plan with their Manager. This performance plan will establish the key objectives that the employees will be measured against as part of their annual performance review.
- 45.3.3 Each PM&S position will have an individual role statement. Role Statements will be reviewed and updated in line with the Work Level Standards during the life of this Agreement.
- 45.3.4 The formal performance review will be held each year and will be subject to the annual performance management system and cycle of Ausgrid.
- 45.3.5 The employee's performance for the year will be assessed against the achievement of these agreed key objectives. Each performance plan 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.
- 45.3.6 The performance-based remuneration will be determined based on Company, Group and Individual performance criteria. Those performance targets will be agreed between the employee and the

manager at the time of setting the employee's key performance objectives.

- 45.3.7 The maximum remuneration for any year will be determined according to the employee's performance based remuneration. The amount paid will depend on the employee's performance against established objectives as agreed between the employee and their manager.
- 45.3.8 The maximum performance based bonus achievable is set at 10% of base salary. This amount will be pro-rated for the proportion of the year worked where an employee takes a total of over 3 months' paid and unpaid leave in the bonus year from 1 July to 30 June.
- 45.3.9 Performance plans must be submitted in the performance management system at the beginning of each bonus assessment year; being 1 July – 30 June.
- 45.3.10 Employees may elect to have their bonus payments deferred up to a maximum of twelve (12) months.

45.4 Hours of Work

- 45.4.1 The hours of work clause 18 in this Agreement does not apply to the employees to whom this clause applies. The hours of work for employees covered by this clause are specified below.

45.4.2 Span of Hours

- (a) The span of hours shall be 0600 hours to 1800 hours.
- (b) Subject to any individual agreement, Ausgrid can direct employees to work within this span of hours.

45.4.3 Ordinary hours of work

- (a) This will involve working eight (8) hours per day over a five (5) day week or 160 hours per four weeks over 19 days at employee election. Where an employee works 160 hours over 19 days the employee will be entitled to an Accumulated Day Off (ADO) for the 20th day. An employee can only accrue one (1) ADO per four (4) week cycle.
- (b) Where an employee has met the requirements for an ADO within a four (4) week period, the employee may accrue that ADO to be taken at any time subject to mutual agreement after having regard to the needs of the work area and the needs of the employee. Employees may hold up to three (3) ADOs at any one time.
- (c) Notwithstanding 20.4.5, no other compensation is payable for work in excess of the ordinary hours in this clause 45.4.4.

45.4.4 Fair Work Act requirements

The National Employment Standards in Section 62 of the Act set the maximum hours of work for a full-time employee at 38 hours per week plus reasonable additional hours. To facilitate the existing established 40 hour week arrangements for PM&S employees the following provisions will apply.

- (a) The ordinary hours of work for full-time employees are 36 hours per week, Monday to Friday with reasonable additional hours of no more than 4 hours per week. Hours worked between 36 and 40 are paid as ordinary hours.

- (b) Subject to Clause 20.3.1(a)(i), Overtime of this Agreement, employees will be available as required to perform such other reasonable additional hours that may be necessary to meet the needs of the position.
- (c) Ausgrid will not require any employee to work any hours that are unreasonable.
- (d) When determining the reasonableness of the additional hours Ausgrid will have regard to section 62(3) of the Act.
- (e) If Ausgrid and the employee cannot agree on the employee's hours of work under this clause, either party may refer the matter to the Dispute Settlement Procedure of the Agreement.

45.4.5 Employees under this clause are not entitled to Rostered Days Off.

45.5 Duties as Directed

The relevant Business Unit Manager may direct employees under this clause 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.

45.6 Multiskilling of Positions

- 45.6.1 The persons covered by this clause acknowledge that the interests of Ausgrid can be enhanced by the redesign of specific positions and that multiskilling may be appropriate.
- 45.6.2 All employees covered by this clause 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 they 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.

45.7 Acting in Positions

- 45.7.1 The table below sets out the terms and conditions on which employees will be paid when acting in positions.
- 45.7.2 This clause does not apply to employees acting in a position occupied by a person covered by Appendix 2. Appendix 2 is a unique set of terms and conditions applicable only to the persons covered by that Appendix. If an employee is required to work in a position occupied by a person covered by Appendix 2, Ausgrid and the employee will agree on the terms and conditions that will apply to the employee for the period of acting.
- 45.7.3 Scenario 1 applies to employees:
 - (a) who are not appointed to a role to which this clause applies but who act in a position covered by this clause; or
 - (b) who are appointed to a role to which this clause applies but who act in another job covered by this clause.
- 45.7.4 Scenario 2 applies to employees who are appointed to a role to which this clause 45 applies but who act in a position not covered by this Agreement (that is, a senior contract position).

	Scenario 1	Scenario 2
Salary	Paid the salary for the position as described in Appendix 1A for the period of acting.	*Greater of: - the minimum remuneration for the senior contract position; or - a higher grade rate set by their Business Unit Manager /managers where applicable; or - their current rate.
Leave	Any form of leave during the first 13 weeks of the acting higher grade, the period of leave will not attract the higher rate of payment.	Any form of leave during the first 13 weeks of the acting higher grade, the period of leave will not attract the higher rate of payment.
Conditions	Shall work in accordance with the conditions of clause 45 while acting including the allowances as outlined in 45.2.1 where the eligibility criteria are met. Employees who are not appointed to a role to which this clause 45 applies but who act in a position under this clause 45 are not entitled to either: - take; or - accrue rostered day off during the period of acting.	Shall work in accordance with the conditions of this clause while acting.

45.8 Miscellaneous

- 45.8.1 No employee shall be appointed or promoted to a position under this clause 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 clause, at all times, is subject to the conditions and provisions of Ausgrid's Recruitment and Selection Policy.
- 45.8.2 On commencement of this agreement a payment of \$2500 will be paid within the first full pay cycle that occurs seven (7) business days following notification of approval of the Ausgrid Enterprise Agreement 2024 by the FWC.

46. PROVISION OF TRANSPORT

Where an employee is directed to work overtime or on a shift on which they are not regularly rostered and they finish work at a time when reasonable means of transport is not available, Ausgrid shall provide the employee with a conveyance to the employee's home.

47. STANDING BY

- 47.1 This clause applies to employees who are directed to stand by in readiness to work overtime. It does not apply to employees who are on call.
- 47.2 Employees who are standing by shall be paid at ordinary rates from the time

the employee commences standing by until the time the employee is directed to commence overtime or to cease standing by.

48. JOB SHARING

- 48.1 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.
- 48.2 Where a full-time employee requests to convert to part-time work and their current position needs someone on duty full-time, a job-sharing arrangement may be suitable.
- 48.3 A job-sharer shall be paid a pro rata rate commensurate with their normal hours worked each week.
- 48.4 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.
- 48.5 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.
- 48.6 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(s).

49. CAREER BREAK

- 49.1 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.
- 49.2 A career break provides between three (3) months and one (1) year of unpaid leave and may be combined with other leave to provide a total period of absence up to two (2) years.
- 49.3 Employees who take a career break maintain continuity of employment but the period of leave does not count for service.
- 49.4 Employees who take a career break will be able to return to either their old position or an equivalent position.

50. ENTERPRISE AGREEMENT 2024 COMMITMENTS

- 50.1 Ausgrid will commence the review of Work Level Standards for all Professional, Managers and Specialists roles covered by this agreement within 3 months of approval of this agreement by the Fair Work Commission. The review of Field Manager position will be prioritised with feedback from all Unions.

Ausgrid will develop a Role Statement and relevant Work Level Standard for Band D3 Engineering in collaboration with Professionals Australia within 3 months of approval of this agreement by the Fair Work Commission. No employee will be disadvantaged or downgraded as a result of the Role Statement or Work Level Statement review process.

- 50.2 Any changes to the Ausgrid "Work location and Other Arrangements" policy proposed by Ausgrid within the period of operation of this Agreement will be subject to consultation in accordance with Clause 39.

- 50.3 Ausgrid will establish a working group within 6 months post the Fair Work Commission approval of this Agreement to develop a policy regarding chronic and acute illness as well as menstruation and/or menopause. The intent is to implement a Policy within the life of the Agreement which reflects agreed recommendations from the working group.
- 50.4 Ausgrid will reimburse out of pocket or other expenses for employees covered by this Agreement that are incurred under Ausgrid's proposed Security of Critical Infrastructure (SOCl) procedure

51. RIGHT TO DISCONNECT

Clause 51 provides for the exercise of an employee's right to disconnect under section 333M of the Act.

NOTE:

- (a) Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
 - (1) their employer outside of the employee's working hours,
 - (2) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.
 - (b) Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.
 - (c) Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
 - (d) Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.
 - (e) The general protections in Part 3–1 of the Act prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the [Act](#).
- 51.2 Ausgrid must not directly or indirectly prevent an employee from exercising their right to disconnect under the [Act](#).
- 51.3 Clause 51.2 does not prevent Ausgrid from requiring an employee to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee's working hours where:
- (a) the employee is being paid the On Call allowance under clause -21; and
 - (b) Ausgrid's contact is to notify the employee that they are required to attend or perform work or give other notice about the on-call duty.
- 51.4 Clause 51.2 does not prevent an employer from contacting, or attempting to contact, an employee outside of the employee's working hours in circumstances including to notify them of a recall to work under Clause 21 On Call.

Signatory Requirements for the Ausgrid Enterprise Agreement 2024

Fair Work Act 2009 – Section 185

Employer

Signed by:



Marc England, Chief Executive Officer

Of Roden Cutler House, 24 Campbell St, Haymarket NSW 2000

Duly authorised to sign on behalf of Ausgrid Management PTY Ltd covered by Ausgrid Enterprise Agreement 2024

Bargaining Representatives

Signed by:

Allen Hicks, ETU NSW/ACT State Secretary
of Level 5, 370 Pitt Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Communications, Electrical, Electronics Energy, Information, Postal, Plumbing and Allied Services Union of Australia, NSW Divisional Branch (CEPU)

Signed by:

Graeme Kelly, General Secretary
of Level 7, 321 Pitt Street, Sydney NSW 2000

Duly authorised to sign on behalf of the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Branch of the Australian Municipal, Administrative, Clerical and Services Union (ASU/USU)

Signed by:

Chad Hanson, MEU District Vice President
of Level 11, 215 Clarence Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Mining and Energy Union (MEU)

Signed by:

Gordon Brock, Director NSW
of Level 1, 491 Kent Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Association of Professional Engineers, Scientists and Managers, Australia (trading as Professionals Australia)

Signed by:

Stuart Little, Branch Secretary
of 160 Clarence Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Community and Public Sector Union (SPSF Group) NSW Branch.

Signed by:

Bradley Pidgeon, AMWU NSW/ACT Secretary
of 133 Parramatta Road, Granville NSW 2142

Duly authorised to sign on behalf of the Australian and Manufacturing Workers Union (AMWU) NSW/ACT Branch

Signatory Requirements for the Ausgrid Enterprise Agreement 2024

Fair Work Act 2009 – Section 185

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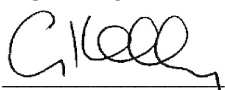
Bargaining Representatives

Signed by:

Allen Hicks, ETU NSW/ACT State Secretary of Level 5, 370 Pitt Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Communications, Electrical, Electronics Energy, Information, Postal, Plumbing and Allied Services Union of Australia, NSW Divisional Branch (CEPU)

Signed by:



20/12/24

Graeme Kelly, General Secretary of Level 7, 321 Pitt Street, Sydney NSW 2000

Duly authorised to sign on behalf of the NSW Local Government, Clerical, Administrative, Energy, Airlines and Utilities Branch of the Australian Municipal, Administrative, Clerical and Services Union (ASU/USU)

Signed by:

Chad Hanson, MEU District Vice President of Level 11, 215 Clarence Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Mining and Energy Union (MEU)

Signed by:

Gordon Brock, Director NSW of Level 1, 491 Kent Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Association of Professional Engineers, Scientists and Managers, Australia (trading as Professionals Australia)

Signed by:

Stuart Little, Branch Secretary of 160 Clarence Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Community and Public Sector Union (SPSF Group) NSW Branch.

Signed by:

Bradley Pidgeon, AMWU NSW/ACT Secretary of 133 Parramatta Road, Granville NSW 2142

Duly authorised to sign on behalf of the Australian and Manufacturing Workers Union (AMWU) NSW/ACT Branch

Signatory Requirements for the Ausgrid Enterprise Agreement 2024

Fair Work Act 2009 – Section 185

Employer

Signed by:

Marc England, Chief Executive Officer

Of Roden Cutler House, 24 Campbell St, Haymarket NSW 2000

Duly authorised to sign on behalf of Ausgrid Management PTY Ltd covered by Ausgrid Enterprise Agreement 2024

Bargaining Representatives

Signed by:

Allen Hicks, ETU NSW/ACT State Secretary
of Level 5, 370 Pitt Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Communications, Electrical, Electronics Energy, Information, Postal, Plumbing and Allied Services Union of Australia, NSW Divisional Branch (CEPU)

Signed by:

Graeme Kelly, General Secretary
of Level 7, 321 Pitt Street, Sydney NSW 2000

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Signed by:


Chad Hanson, MEU District Vice President
of Level 11, 215 Clarence Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Mining and Energy Union (MEU)

Signed by:



Gordon Brock, Director NSW
of Level 1, 491 Kent Street, Sydney NSW 2000

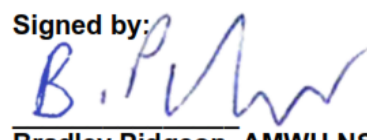
Duly authorised to sign on behalf of the Association of Professional Engineers, Scientists and Managers, Australia (trading as Professionals Australia)

Signed by:


Stewart Little, General Secretary
of 160 Clarence Street, Sydney NSW 2000

Duly authorised to sign on behalf of the Community and Public Sector Union (SPSF Group) NSW Branch.

Signed by:


Bradley Pidgeon, AMWU NSW/ACT Secretary
of 133 Parramatta Road, Granville NSW 2142

Duly authorised to sign on behalf of the Australian and Manufacturing Workers Union (AMWU) NSW/ACT Branch

APPENDIX 1 - PAY RATES AND ALLOWANCES

Appendix 1A - Ausgrid Professionals, Managers & Specialists Pay Rates

Appendix 1B - Ausgrid Allowances and Extra Rates

Appendix 1C - Ausgrid Adult Apprentices Pay Rates

Appendix 1D - Ausgrid Cadet Pay Rates

Appendix 1E - Ausgrid Trainee Pay Rates

Appendix 1A - Ausgrid Professionals, Managers and Specialists Pay Rates

	Professionals, Managers and Specialists		
	Annual Salary		
	From 1 September 2024	From 1 September 2025⁽¹⁾	From 1 September 2026⁽¹⁾
Level 1	\$184,491	\$190,026	\$195,727
Level 2	\$194,970	\$200,819	\$206,844
Level 3	\$211,041	\$217,372	\$223,893

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

The above rates of pay incorporate the Ausgrid Allowance. The payment of such allowance is to take into account the performance of work in relation to heat, height, dirty work, work in confined spaces; work subject to climatic conditions; subject to the lack of the usual amenities and facilities; subject to directions for alterations and variation of starting and/or finishing locations; work may be subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; subject to requirements to complete proficiency tests and subject to changes in the system of working; and purchase of undergarments compliant with Electrical Safety Rules requirements.

Subject to 2.2.5 (b) and 2.2.5 (c) Ausgrid will ensure that employees who work under the terms of a senior contract (who are not covered by this Agreement) will be paid a rate of pay that is greater than the rate of pay from time to time for Professionals, Managers and Specialists, Level 3.

Appendix 1B - Ausgrid Allowances and Extra Rates

Item	Code	Allowance Type	Frequency	Rate		
				From 1 September 2024	From 1 September 2025 ⁽¹⁾	From 1 September 2026 ⁽¹⁾
1	FAA	First Aid Attendant	per day	\$6.00	\$6.18	\$6.37
1A	MHFA	Mental Health First Aid Attendant	weekly	\$32.80	\$33.78	\$34.79
1B	FW	Fire Warden	weekly	\$26.65	\$27.45	\$28.27
2	FAI	First Aid Instructor	per week	\$27.31	\$28.13	\$28.97
3	SHA	Afternoon Shift	per shift	\$53.05	\$53.05	\$53.05
4	NGT	Night Shift	per shift	\$100.00	\$100.00	\$100.00
5	EMSRA	Early Morning Shift	per shift	\$24.92	\$24.92	\$24.92
6	O/C	On Call	per day	\$75.85	\$78.13	\$80.47
9	O/C3	Ug Tr On Call Eng	per day	\$94.14	\$96.96	\$99.87
10	O/C4	Ug Tr On Call Tech	per day	\$80.71	\$83.13	\$85.63
11	-	-	-	-	-	-
12	MEAL	Meal	per meal	\$17.59	\$18.12	\$18.66
13	CDMB	Charge Depot Meal Break	per day	\$7.28	\$7.50	\$7.73
14	CPMB	Charge Plant Meal Break	per day	\$5.98	\$6.16	\$6.34
15	SIMA	Site Manager	weekly	\$65.59	\$67.56	\$69.59
16	ASB	Asbestos	per hour	\$1.05	\$1.08	\$1.11
17	ASE	Asbestos Eradication	per hour	\$3.12	\$3.21	\$3.31
18	-	-	-	-	-	-
19	INSL	Insulwool	per hour	\$1.05	\$1.08	\$1.11
20	DIRT	Dirt	per day	\$6.05	\$6.23	\$6.42
21	PIT	Cable Pit	per day	\$14.30	\$14.73	\$15.17
22	COMM	Community Language	per week	\$28.38	\$29.23	\$30.11
23A	SUST	Sustenance allowance – Breakfast ⁽⁴⁾	per day	\$33.90	ATO Rates ⁽³⁾	ATO Rates ⁽³⁾
23B	SUST	Sustenance allowance – Lunch ⁽⁴⁾	per day	\$38.10	ATO Rates ⁽³⁾	ATO Rates ⁽³⁾
23C	SUST	Sustenance allowance – Dinner ⁽⁴⁾	per day	\$64.95	ATO Rates ⁽³⁾	ATO Rates ⁽³⁾
23D	SUST	Sustenance allowance – Incidentals ⁽⁴⁾	per day	\$23.95	ATO Rates ⁽³⁾	ATO Rates ⁽³⁾
23E	SUST	Sustenance allowance – No prepaid accommodation	per day	\$305.57	\$313.82	\$322.29
24	SKR	Skills Retention	per week	\$69.57	\$71.66	\$73.81
25	SR	Electrical Safety Rules	per week	n/a	n/a	n/a
26	SREO	ESO Safety Rules -60%	per week	n/a	n/a	n/a

Item	Code	Allowance Type	Frequency	Rate		
				From 1 September 2024	From 1 September 2025 ⁽¹⁾	From 1 September 2026 ⁽¹⁾
27	SR80	Non-Elec Trade Safety Rules 80%	per week	n/a	n/a	n/a
28	EL	Qualified Supervisor Certificate (details in Attachment B to Appendix 4)	per week	n/a	n/a	n/a
29	PRA	Qualified Supervisor Plumbing etc	per week	n/a	n/a	n/a
30	-	Not Used	-	-	-	-
31	-	Not Used	-	-	-	-
32	-	Not Used	-	-	-	-
33	VEH	Private Vehicle Usage	per km	ATO Rates ⁽³⁾		
34	OFA	Occupational First Aid Attendant Allowance	per day	\$12.53	\$12.91	\$13.30
35	HO08	Shift handover allowance - Sydney & Newcastle Control rooms and Despatch (8 hour shift)	per shift	\$7.89	\$8.12	\$8.37
36	HO12	Shift handover allowance - Sydney & Newcastle Control rooms and Despatch (12 hour shift)	per shift	\$11.82	\$12.18	\$12.54

⁽¹⁾ Where CPI is greater than the increase in the table above, allowances will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year. This applies to all amounts unless otherwise indicated.

⁽²⁾ Increases from CPI being above 3.0% do not apply.

⁽³⁾ ATO Rates will be adjusted each year in line with the annual ATO Taxation Determination, typically released in June each year. The rates applicable from 1 September 2025 will be published by 1 August 2025 and the rates applicable from 1 September 2026 will be published by 1 August 2026. Both are subject to the details being available from the ATO at least 2 weeks prior to 1 August each year.

⁽⁴⁾ Definitions for entitlement to Sustenance allowances:

Breakfast – where an employee is required to leave for an overnight stay prior to 6am or returns to their normal work location or home following an overnight stay on or after 7:30am.

Lunch – where an employee is required to leave for an overnight stay prior to 12 noon or returns to their normal work location or home following an overnight stay on or after 1:30pm.

Dinner - where an employee is required to leave for an overnight stay prior to 6pm or returns to their normal work location or home following an overnight stay on or after 7:30pm.

Incidentals – for each night of an overnight stay.

Appendix 1C - Ausgrid Apprentices and Adult Apprentice Pay Rates

Apprentice >21 years			
Classification	Weekly Rates		
	From 1 September 2024	From 1 September 2025⁽¹⁾	From 1 September 2026⁽¹⁾
1st Year Adult Apprentice	\$1,056.59	\$1,088.29	\$1,120.94
2nd Year Adult Apprentice	\$1,103.90	\$1,137.02	\$1,171.13
3rd Year Adult Apprentice	\$1,146.69	\$1,181.09	\$1,216.52
4th Year Adult Apprentice	\$ 1,191.38	\$1,227.12	\$1,263.93
Internal Adult Apprentice	\$ 1,421.15	\$1,463.78	\$1,507.69

Apprentice <21 years			
Classification	Weekly Rates		
	From 1 September 2024	From 1 September 2025⁽¹⁾	From 1 September 2026⁽¹⁾
1st Year Apprentice	\$718.15	\$739.69	\$761.88
2nd Year Apprentice	\$870.71	\$896.83	\$923.73
3rd Year Apprentice	\$1,007.01	\$1,037.22	\$1,068.34
4th Year Apprentice	\$1,103.90	\$1,137.02	\$1,171.13

Apprentice Electrician/Lineworker/Cable Jointer Electrical Safety Rules Allowance per week allowance for all purposes.

Apprentice Electrician/ Lineworker/Cable Jointer Electrical Safety Rules Allowance	From 1 September 2024	From 1 September 2025⁽¹⁾	From 1 September 2026⁽¹⁾
	\$158.32	\$163.07	\$167.96

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

(Apprentice Electricians/Lineworker/Cable Jointer are paid the Electrical Safety Rules Allowance from the date they complete the Electrical Safety Rules Test)

The above rates of pay incorporate the Ausgrid Allowance. The payment of such allowance is to take into account the performance of work in relation to heat, height,

dirty work, work in confined spaces; work subject to climatic conditions; subject to the lack of the usual amenities and facilities; subject to directions for alterations and variation of starting and/or finishing locations; work may be subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; subject to requirements to complete proficiency tests and subject to changes in the system of working; and purchase of undergarments compliant with Electrical Safety Rules requirements.

Additional Note

On commencement of this Agreement, Apprentices will receive, a payment of \$2500 which will be paid within the first full pay cycle that occurs seven (7) business days following notification of approval of the Ausgrid Enterprise Agreement 2024 by the FWC.

Appendix 1D - Ausgrid Cadet Pay Rates

Cadet			
Classification	Weekly Rates		
	From 1 September 2024	From 1 September 2025⁽¹⁾	From 1 September 2026⁽¹⁾
1st Year Cadet Engineer	\$537.97	\$554.11	\$570.73
2nd Year Cadet Engineer	\$592.34	\$610.11	\$628.41
3rd Year Cadet Engineer	\$652.21	\$671.78	\$691.93
4th Year Cadet Engineer	\$1,103.90	\$1,137.02	\$1,171.13
5th Year Cadet Engineer	\$1,146.69	\$1,181.09	\$1,216.52

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

The above rates of pay incorporate the Ausgrid Allowance. The payment of such allowance is to take into account the performance of work in relation to heat, height, dirty work, work in confined spaces; work subject to climatic conditions; subject to the lack of the usual amenities and facilities; subject to directions for alterations and variation of starting and/or finishing locations; work may be subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; subject to requirements to complete proficiency tests and subject to changes in the system of working; and purchase of undergarments compliant with Electrical Safety Rules requirements.

On commencement of this Agreement, Cadets will receive, a payment of \$2500 which will be paid within the first full pay cycle that occurs seven (7) business days following notification of approval of the Ausgrid Enterprise Agreement 2024 by the FWC

Appendix 1E - Ausgrid Trainee Pay Rates

Trainee			
Classification	Weekly Rates		
	From 1 September 2024	From 1 September 2025⁽¹⁾	From 1 September 2026⁽¹⁾
1st Year Trainee Engineering Officer	\$870.71	\$896.83	\$923.74
2nd Year Trainee Engineering Officer	\$1,056.59	\$1,088.29	\$1,120.94
3rd Year Trainee Engineering Officer	\$1,262.77	\$1,300.65	\$1,339.67
4th Year Trainee Engineering Officer	\$1,393.66	\$1,435.47	\$1,478.54
5th Year Trainee Engineering Officer	\$1,599.77	\$1,647.76	\$1,697.19

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

The above rates of pay incorporate the Ausgrid Allowance. The payment of such allowance is to take into account the performance of work in relation to heat, height, dirty work, work in confined spaces; work subject to climatic conditions; subject to the lack of the usual amenities and facilities; subject to directions for alterations and variation of starting and/or finishing locations; work may be subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; subject to requirements to complete proficiency tests and subject to changes in the system of working; and purchase of undergarments compliant with Electrical Safety Rules requirements.

On commencement of this Agreement, Trainees will receive, a payment of \$2500 which will be paid within the first full pay cycle that occurs seven (7) business days following notification of approval of the Ausgrid Enterprise Agreement 2024 by the FWC

APPENDIX 2 – CONTRACT TO EBA TRANSITION

1. Application

- 1.1 The provisions of this Appendix supersede and replace all prior agreements between Ausgrid and each of the employees to whom this Appendix applies, including but not limited to, the Ausgrid Agreement 2012, the Ausgrid Enterprise Agreement 2018 and the Ausgrid Agreement 2021.
- 1.2 This Appendix forms part of the Agreement. The provisions of this Appendix prevail to the extent of any inconsistency with any other term of the Agreement.
- 1.3 A person is covered by this Appendix if their name appears on a list dated 20 February 2018 identifying them as a person to whom this Appendix applies.
- 1.4 This Appendix only applies to the employees identified in clause 1.3 of this Appendix. The provisions of this Appendix only apply to each employee while they occupy the position they were contracted in as at the date of the Ausgrid Enterprise Agreement 2018. Consistent with this principle, an employee to whom this Appendix applies cannot also be an employee classified as a Professional, Manager and Specialist under clause 45 of the Agreement. Once an employee subject to the Appendix moves to another different position/role, this Appendix ceases to apply to that employee.
- 1.5 All other conditions of employment will be as per the terms and conditions of the Agreement unless specifically covered by this Appendix.
- 1.6 Employees to whom this Appendix applies are not shift workers.
- 1.7 The employees to whom this Appendix applies are not entitled to a job evaluation of their current position.

2. Ordinary rate of pay / classifications

- 2.1 The pay points applicable to the employees to whom this Appendix applies, is their current ordinary rate of pay.
- 2.2 Employees to whom this appendix applies will receive in addition to any wage increase in accordance with Clause 14 Wages & Salaries, a 0.5% increase in pay on 1 September 2024, and a further 0.5% increase in pay on 1 September 2025.
- 2.3 Employees under this Appendix have access to fringe benefits on the basis of salary packaging arrangements. Employees are responsible for meeting 100% of any fringe benefit tax cost incurred through such salary packaging arrangements.
- 2.4 Salary packaging is limited to only those benefits Ausgrid is lawfully permitted to provide and as provided for in Ausgrid policy.

3. Method of payment

Employees to whom this Appendix applies will be paid fortnightly, instead of

weekly as provided for in clause 15 of the Agreement.

4. Hours of work

- 4.1 The hours of work clause 18 in the Agreement does not apply to the employees to whom this Appendix applies. The hours of work for employees covered by this Appendix is governed by this clause 4.

4.2 Span of Hours

- 4.2.1 The span of hours shall be 0600 hours to 1800 hours.
- 4.2.2 Subject to any individual agreement, Ausgrid can direct employees to work within this span of hours.

4.3 Fair Work Act requirements

The National Employment Standards, in Section 62 of the Act set the maximum hours of work for a full-time employee at 38 hours per week plus reasonable additional hours. To facilitate the existing established 40 hour week arrangements for Contract to Agreement Transition employees the following provisions will apply.

- 4.3.1 The ordinary hours of work for full-time employees are 36 hours per week, Monday to Friday with reasonable additional hours of no more than 4 hours per week. Hours worked between 36 and 40 are paid as ordinary hours.
- 4.3.2 Subject to Clause 20.3.1(a)(i), Overtime of this Agreement, employees will be available as required to perform such other reasonable additional hours that may be necessary to meet the needs of the position.
- 4.3.3 Ausgrid will not require any employee to work any hours that are unreasonable.
- 4.3.4 When determining the reasonableness of the additional hours Ausgrid will have regard to the Act.
- 4.3.5 If Ausgrid and the employee cannot agree on the employee's hours of work under this clause, either party may refer the matter to the Dispute Settlement Procedure of the Agreement.
- 4.4 Employees may vary their hours of work by way of an individual agreement entered into under clause 18 of the Agreement.
- 4.5 Employees are not entitled to rostered days off under clause 32 of the Agreement.
- 4.6 Employees to whom this Schedule applies are entitled to the Ausgrid Employee Day.

5. Overtime

- 5.1 Overtime (where approved) applies after an employee has worked 40 hours in one week.

- 5.2 Subject to this Clause 5 of this Appendix, overtime rates will be in accordance with Clause 20 Overtime of the Agreement.
- 5.3 The employees acknowledge that their Ordinary Rate of Pay compensates them for their reasonable additional hours of work as provided for in clause 4 of this Appendix.
- 5.4 Employees covered by this Appendix who reduce their hours under section 65 of the Act or who otherwise reduce their full-time hours by way of an individual agreement are entitled to overtime where approved after they work 40 hours in any week. All hours worked by a full-time employee on reduced hours, up to 40 hours, are paid at the employee's Ordinary Rate of Pay for the hours worked.
- 5.5 Employees covered by this Appendix who work approved overtime in accordance with this Clause will be eligible for the overtime meal break and overtime meal allowance set out in the Agreement.

6. On call

The On Call provision of the Agreement does not apply to employees covered by this Appendix.

7. Allowances and expenses

- 7.1 Except as provided for in clause 7.3 of this Appendix, employees to whom this Appendix applies are not entitled to any allowances under the Agreement.
- 7.2 The employees acknowledge that their Ordinary Rate of Pay compensates them for all allowances under the Agreement, except as provided for in clause 7.3 of this Appendix, including but not limited to the Ausgrid Allowance.
- 7.3 Employees to whom this Appendix applies may be eligible to be reimbursed for actual incidental costs related to work related travel. Clause 16.2 Sustenance allowance of the Agreement does not apply to employees covered by this Appendix.
- 7.4 Employees to whom this Appendix applies may be eligible for the use of private vehicle rate in Appendix 1B of the Agreement.

8. Superannuation

- 8.1 Clause 17.1 Supplementary Superannuation of the Agreement does not apply to employees to which this Appendix applies, unless the employee was eligible for such supplementary superannuation in accordance with their contract of employment in force immediately prior to the date of this Agreement.
- 8.2 Clause 17.4 Additional Employer Superannuation Contribution of the Agreement does not apply to the employees to which this Appendix applies.
- 8.3 For the avoidance of doubt, employees who are not members of a Defined Benefit Superannuation Scheme within Cbus and to whom this Appendix applies are not entitled to any additional employer superannuation

contribution above the Superannuation Guarantee Contribution (for example 10% as at the date of this Agreement), unless the employee has an entitlement to supplementary superannuation pursuant to clause 17.1 of the Agreement.

- 8.4 For the avoidance of doubt, employees who are members of a Defined Benefit Superannuation Scheme within Cbus and are covered by this Appendix are not entitled to any additional employer superannuation contribution above amounts Ausgrid is required to contribute to Cbus in accordance with the rules of the Trust Deed.

9. Bonus payment

- 9.1 Employees may be eligible to receive a bonus payment in accordance with Ausgrid's applicable policies and guidelines, as varied from time to time.
- 9.2 The payment of the bonus payment is at the absolute discretion of Ausgrid. Accordingly, the payment of the bonus payment is not a matter which can be referred to the Dispute Settlement Procedure under clause 41 of the Agreement.
- 9.3 Nothing in clause 9.2 of this Appendix affects an employee's right to raise a grievance in relation to the bonus payment in accordance with Ausgrid's applicable policies and guidelines as varied from time to time.

10. Motor vehicles

- 10.1 The allocation of motor vehicles will be in accordance with Ausgrid policy.
- 10.2 If an employee to whom this Appendix applies received, or was eligible to receive, an operating lease or novated lease immediately prior to the commencement of the Agreement, that employee will continue to receive or be eligible to receive such lease after commencement of the Agreement.

11. Annual leave

- 11.1 Employees are entitled to 20 days annual leave per year paid at the Ordinary Rate of Pay. 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.
- 11.2 Employees are entitled to access annual leave at half pay in accordance with clause 24.21 of the Agreement, subject to 24.2.

12. Preserved long service leave entitlements

- 12.1 The Long Service Leave clause 26 of the Agreement applies to employees to whom this Appendix applies.
- 12.2 Employees who were entitled to and who had accrued a higher amount of long service leave under the terms of their prior contract will maintain that higher accrual up to the date of the Agreement and will accrue long service leave in accordance with clause 26.4 on and from the date of this Agreement.

13. Preserved sick leave

If an employee covered by this Appendix had any pre 1993 sick leave entitlements as at the date of this Agreement, Ausgrid will continue to recognise those entitlements in accordance with the employee's Energy Australia Nomination for Payment and/or Salary Sacrifice of Pre 1993 Sick Leave Senior Contract Employees election form.

14. Preserved redundancy

If an employee covered by this Appendix was, immediately prior to the date of this Agreement, eligible to a higher redundancy payment than that provided for in the Agreement, the employee will continue to be eligible to receive that higher redundancy payment until such time as that amount is exceeded by the redundancy payment in the Agreement.

15. Payment on commencement of Agreement

On commencement of this Agreement a payment of \$2500 will be paid within the first full pay cycle that occurs 7 business days following notification of approval of the Ausgrid Enterprise Agreement 2024 by the FWC.

APPENDIX 3 - ANNUAL LEAVE CONVERSION

METHOD FOR CONVERTING ANNUAL LEAVE AND SICK LEAVE ENTITLEMENTS TO HOURS

This applies to Ausgrid's employees whose ordinary hours of work equal 72 per fortnight.

Employees accrue either 12, 15 or 18 days of personal leave per year, depending on length of service. They also have a statutory entitlement to four (4) weeks annual leave including non working days. Shift workers have an annual leave entitlement of 20 or 25 shifts.

The method of work for these employees is to work eight (8) hours per day over a nine (9) day fortnight. Day workers work five (5) days in the first week and four (4) days in the second. Shift workers average nine (9) days per fortnight over their full roster. Day workers are paid at the appropriate rate for a 36 hour week but actually work 40 hours in the first week and 32 in the second. They work eight (8) hours per day and are paid for eight hours per day RDO. Shift workers are paid according to the actual hours worked each week.

This Agreement provides amongst other things, for the possibility of work being organised into nine (9) hour day/four (4) day weeks and 12 hour day/three (3) day weeks. This requires all sick leave and annual leave entitlements to be recorded in hours and debited in hours.

Sick leave and annual leave are converted to hours according to the following methods. Employees are entitled to 18 days of sick leave and work an eight hour day. Therefore, the annual sick leave entitlement is 144 hours. The annual leave entitlement is also 144 hours because four weeks work is equivalent to four times 36 hours per week.

All sick leave is debited according to the ordinary hours actually worked each day. If the ordinary hours are eight (8), nine (9) or 12 per day then eight (8), nine (9) or 12 hours respectively will be deducted for each day of absence on sick leave.

All annual leave for employees who work a nine (9) day fortnight is deducted at eight (8) hours per day.

Other employees who work shiftwork or nine (9) or 12 ordinary hours per day will have the actual ordinary hours debited from their annual leave. For example, an employee who works 12 ordinary hours per day will only work three (3) days per week. If 12 hours is debited for each day of annual leave, the employee is still entitled to four weeks of annual leave at three days/week.

Similar arrangements will be made for employees who work a 35 hour week.

APPENDIX 4 – REMUNERATION AND PROGRESSION (RP) FRAMEWORK

1. Overview

- 1.1 The R&P Framework is a broad-banded pay and classification structure to provide opportunity for career progression.
- 1.2 The R&P Framework replaces the Career, Capability and Remuneration (CCR) framework, which commenced on 1 December 2018.
- 1.3 The R&P Framework will come into effect on commencement of this Agreement in accordance with Clause 20 of this Appendix.
- 1.4 The following are key features of the framework:
 - Work Streams set out the nature of work undertaken such as Engineering, Power Worker or Functional Services.
 - Work Level Standards provide a framework to differentiate and evaluate roles and positions (grouped into Bands) based on the complexity of work undertaken by employees.
- 1.5 A Classification describes the level of skill, experience and specialisation required such as Entry, Intermediate, Advanced or Dual base trade. A Classification may consist of a single Band or multiple Bands.
- 1.6 Progression to Levels (pay levels) within a Band (single or multi banded) will occur each year unless the employee has underperformed pursuant to Clause 10.1 of this Appendix. Subject to the requirements of Clause 11 of this Appendix, employees may be eligible for single level pay progression.
- 1.7 Promotion between single banded roles is via a selection process based on merit or, for eligible Roles via a streamlined merit process, pursuant to Clause 12 of this Appendix.
- 1.8 Subject to Clause 11 of this Appendix, multi banded roles enable movement between Bands as skills and experience are acquired, or subject to Clause 12 of this Appendix via a streamlined or merit process in accordance with the requirements of the applicable role statement.
- 1.9 Pay for those employees employed as at 30 November 2018 was 'grandparented', meaning no employee employed as at 30 November 2018 will lose pay at the point of transition to the former CCR Framework, pursuant to Clause 18 of this Appendix.
- 1.10 Employees who were receiving salary maintenance as at 30 November 2018 continued to be paid salary maintenance under the former CCR Framework, pursuant to Clause 18 of this Appendix. Those employees transitioned to the CCR Framework based on their appointed position classification as at 30 November 2018.

2. Commitments arising from the Ausgrid Enterprise Agreement 2024

- 2.1 A R&P Review Committee will meet monthly for the life of the Agreement, unless otherwise agreed

The R&P Review Committee will:

- Be sponsored by the Group Executive of People and Culture, who will attend at least quarterly.
- Involve leaders, subject matter experts as relevant to the agenda, Union Officials and up to 3 Employee Representatives from each Union.
- Will prioritise the review of Role Statements into review tranches until all Role Statements are reviewed. Nominate SME's to form a working group to review prioritised role statements.

Ausgrid will approve the number of employee representatives involved in Role Statement working groups after considering size of work area and geographic factors.

- 2.2 Ausgrid in conjunction with the working group will revise all existing Role Statements with a view of the banding, simplifying language and clearly outlining the requirements of the role to ensure it practically reflects Power Worker, Engineering & Functional roles. This review will reflect existing responsibilities only, and the output of this review will be presented to the Review Committee for feedback prior to finalising. Where a role does not have an existing role statement, the development of a role statement will occur based on these principles. Ausgrid will consider the feedback from the working group and R&P Committee and determine the appropriate stream and banding.
- 2.3 Ausgrid will develop a new Role Statement for Dual base trade roles at Band C2 Level 1 (capped) and will consult with the R&P Review Committee within 3 months of approval of the Agreement. The number of roles will be determined under Clause 12.2 of this Appendix and be established as soon as practicable, within 9 months of the commencement of this Agreement.
- 2.4 Ausgrid will develop the Annual Review and Feedback Policy and will undertake consultation in accordance with Clause 39 of this Agreement with the R&P Review Committee within 1 month of approval of this Agreement
- 2.5 Ausgrid will undertake a review of the language and wording of the Work Level Standards within 3 months of the approval of this Agreement and consult on any proposed changes with the Review Committee, in accordance with Clause 39 of this Agreement. No employee will be downgraded as a result of this review process.
- 2.6 Multi banded roles will be identified and listed in the Work Level Standards Policy.
- 2.7 Any matters associated with the R&P review commitments may be placed into dispute in accordance with Clause 41 Dispute Settlement Procedure of this Agreement. Disputes subject to a Tier 2 level will involve the Group Executive of P&C and may involve the Group Executive of the business to which the issue relates.

- 2.8 On an annual basis a PCC will be held no later than the 1st November with a view to discussing the R&P framework and ensure processes are up to date and issues are resolved proactively. The PCC may also discuss issues relating to access to relevant training.

3. Definitions

- 3.1. A Classification defines the level of training, skills and experience required for each Role and Position as outlined in the Role Statements. Classifications covering multi banded roles may consist of Entry, Intermediate, Advanced and Dual base trade. Classifications will be defined within the Work Level Standards.
- 3.2. Work Level Standards refers to a set of descriptors that enable the consistent classification of Positions, differentiating and evaluating the increasing complexity of the work from lower to higher Bands in accordance with the relevant Role Statements. The Work Level Standards are contained in the Work Level Standards Policy and are not incorporated into this Agreement.
- 3.3. A Stream sets out the nature of work undertaken such as Engineering, Power Worker or Functional Services.
- 3.4. Position refers to the appointment of the employee with an associated rate of pay by reference to a specific Stream and Band. Employees are appointed to a position and assigned to a role. The position is noted as a combination of the Stream and Band e.g. Power Worker Band B2.
- 3.5. Role refers to the scope of work being undertaken in a Position. There may be one or many Roles in a Position. The role is noted as per the Role Statement e.g. Lineworker.
- 3.6. Role Statements reflect the work that is undertaken by employees in either a single band or multi banded role. Role Statements are designed to capture the complexity of the role, skills, training and knowledge required.
- 3.7. Band reflects the complexity of work as detailed in the Work Level Standards.
- 3.8. Level refers to discrete pay levels in each Band.
- 3.9. Multi-Band Classification refers to a Role which spans multiple Bands i.e. A Lineworker Band A2, Lineworker Band B1, Lineworker Band B2 is a Multi-Band Classification.
- 3.10. Engineering refers to the Stream of Roles, mainly office based, that predominantly provide technical, works planning/delivery, and engineering project management functions. For clarity Engineer means degree qualified Engineer with a qualification that would allow registration as a Registered or Chartered Engineer.
- 3.11. Functional Services refers to the Stream of Roles that incorporates both field and office based work, that predominantly provide administrative, procedural and non-engineering system support, services or management.
- 3.12. Power Worker refers to the Stream of Roles, mainly field based, that predominantly undertake installation, maintenance, operation of network mains and apparatus and the supervision of these activities.

3.13. Previous Rate of Pay refers to the total of:

- 3.13.1. the rate of pay associated with the pay level of the employee's appointed position classification, and
- 3.13.2. the eligible Previously Applicable All-Purpose Allowances (subject to Clause 6 of this Appendix) paid to that employee under the Ausgrid Enterprise Agreement 2018 as at the date of transition to the former CCR Framework. To be clear, this does not mean the rate of pay applicable under salary maintenance.

3.14. Reclassified Employee refers to a person (other than those exceptions listed in Clause 4 of this Appendix) employed under the Ausgrid Enterprise Agreement 2018 immediately prior to the commencement of the former CCR Framework on 1 December 2018.

4. Application

4.1 The R&P Framework under this clause applies to all employees covered by the Ausgrid Enterprise Agreement 2024 except for:

- employees engaged under nationally recognised Apprenticeships, Cadetships and Traineeships;
- employees who are covered by Clause 45 (Professionals, Managers and Specialists) of the Agreement; and
- employees who are covered by Appendix 2 (Contract to EBA Transition) of the Agreement.
- Employees engaged subject to Clause 2.2.5 of the Agreement.

5. Operating Provisions

5.1 Positions are classified according to three Streams, being the:

- Power Worker Stream;
- Engineering Stream; and
- Functional Services Stream.

5.2 Within each Stream there are discrete Bands, differentiated by Work Level Standards. Within each Band there are discrete Levels.

- Band A1, Band A2, Band B1, Band B2, Band C1, Band C2, Band D1 and Band D2 have five (5) levels.
- Band D3 has one (1) level.
- Dual base trade Band C2 Level one (1) capped.

5.3 Ausgrid will appoint employees to a Position within a specific Band in a Stream.

5.4 Changes to a Role Statement will require a review involving representatives from the affected workgroup which may include union/s and delegate/s. Ausgrid will then review the Band against the Work Level Standards.

5.5 Ausgrid will designate the Level in a Band at which an employee

commences in a position. This will usually be Level 1 (subject to Clause 11.6 of this Appendix), however, on a case by case basis, Ausgrid may approve a higher level in exceptional circumstances taking into account business needs and consideration of skills and experience.

- 5.6 Ausgrid will notify employees of their appointed Stream, Band and designated Level under this Agreement, in writing.
- 5.7 Ausgrid may decide to appoint graduates during the life of this Agreement. Graduates will be engaged in either Engineering or Functional Services streams in positions to be determined by Ausgrid with reference to the respective Work Level Standards. Graduates in year 1 will commence at Band B1 Level 3 and will progress in year 2 to Band B2 Level 3. On successful completion of the Graduate program, employees who are offered a permanent position will be appointed to Band D1 Level 1 unless through a Merit process are appointed to a higher banded role.

6. Ordinary Rate of Pay

- 6.1 The pay rates are set out in Attachment A and reflect the current rates of pay as at the date this Agreement is made, applicable from 1 September 2024. These rates also reflect the increases detailed in Clause 14, Wages and Salaries of this Agreement for the increases applicable from 1 September 2025 and 1 September 2026.
- 6.2 The rates of pay in this Appendix incorporate the Ausgrid Allowance at Clause 14.2 of this Agreement.

7. Qualified Supervisor Certificate & Chartered or Registered Engineer Allowance

- 7.1 The following employees will be eligible for a Qualified Supervisor Certificate & Chartered or Registered Engineer Allowance:
 - 7.1.1 Employees in the Power Worker Stream or Engineering Stream who are appointed in a role that requires an electrical trade, obtain and hold a NSW Qualified Supervisor Certificate. Employees holding an endorsed contractor license with a (Q) printed on the contractor license showing they are also equivalent to a NSW Qualified Supervisor Certificate, will be eligible for this allowance.
 - 7.1.2 Employees in the Engineering Stream that hold a Chartered Engineer (CPEng of Engineers Australia) registration and / or a Registered Professional Engineering (RPEng of Professionals Australia) registration.
- 7.2 The parties acknowledge that should there be changes to legislation which amend the requirement and or costs for registration of engineers, there will be a review of Clause 7.1 and 7.4 of this Appendix and Clause 45.2 of this Agreement to ensure that engineers are not disadvantaged and remain supported in obtaining and maintaining their registration.
- 7.3 Employees that were eligible for the qualified supervisor electrical work allowance or National Professional Engineering Registration 2 in the Ausgrid Enterprise Agreement 2012 will be eligible for the NSW Qualified Supervisor Certificate & Chartered or Registered Engineer Allowance, so long as they continue to and obtain and hold a current NSW Qualified

Supervisor Certificate.

- 7.4 Employees in the Engineering Stream who meet the requirements of 7.1.2 of this Appendix and substantively hold a Band D1, D2 or D3 role, will be eligible for the Registered Engineering Allowance. The parties to this Agreement acknowledge that the Registered Engineering Allowance, is intended to compensate for existing professional responsibilities and accountabilities under legislation, including the Design and Building Practitioners Act 2020 No 7, should the Regulations to this act indicate that an engineering discipline is within its scope.
- 7.5 The NSW Qualified Supervisor Certificate & Chartered or Registered Engineer Allowance will be paid for all purposes.
- 7.6 The Qualified Supervisor Certificate & Chartered or Registered Engineer Allowances are set out in Attachment B of this Appendix and reflects the rate as at 1 September 2024. These rates also reflect the increases detailed in Clause 14 of this Agreement as applicable from 1 September 2025 and 1 September 2026.
- 7.7 Any costs associated with obtaining and holding a current NSW Qualified Supervisor Certificate, Chartered Engineer registration or Registered Professional Engineer registration will not be reimbursed by Ausgrid. The pay rates set out in this Appendix incorporate recognition of the capabilities and experience for which the Previously Applicable All-Purpose Allowances were payable and the cost of obtaining and holding a current NSW Qualified Supervisor Certificate, Chartered Engineer registration or Registered Professional Engineer registration.
- 7.8 Ausgrid will not select or direct employees towards a preferred provider of professional engineering registration and it will be the responsibility of the employee to choose the provider relevant to their field of engineering.

8. Performance of work

- 8.1 Ausgrid will assign employees to a Role (as defined at 3.5 of this Appendix) in their appointed Position (as defined at 3.4 of this Appendix) based on the employee's capabilities and skills. This assignment can be amended by Ausgrid in accordance with Ausgrid's assessment of its business needs and the capabilities of the employee. Ausgrid will consider an employee's personal circumstances when amending an employee's assignment. The provisions of Clause 6 of this Appendix continue to apply. Role assignments will be determined at the discretion of Ausgrid. No employee will be downgraded as a result of Ausgrid amending their assigned role.
- 8.2 All employees will be required to perform the full range of related work activities equivalent to their appointed Position as defined by their Role Statement (within their capabilities).
- 8.3 Employees may also be required to perform duties (within their capabilities) of Positions in Bands lower than the one that they are appointed.
- 8.4 Where an employee is reassigned, at Ausgrid's discretion, to a Role in the

same Stream and the same Band as their current Role, the employee will receive the Ordinary Rate of Pay applicable to the new Role at their current Level.

- 8.5 Where an employee applies for and accepts an offer of appointment to a Role in the same Stream and the same Band as their current Role, then from the date of appointment the employee will receive the Ordinary Rate of Pay applicable to the new Role at their current Level.
- 8.6 On a voluntary basis, an employee may request to be reassigned to a Role at a lower Position and Band. If approved the employee will be appointed to the appropriate Position and Band at Level 5.

9. Learning and development

- 9.1 Learning and development will be in accordance with Ausgrid's policies and procedures. These policies are not incorporated into this Agreement. They will seek to identify and support the ongoing training and assessment requirements to maintain the appropriate level of skills within the classification that support business needs and provide opportunities for career progression.
- 9.2 In conjunction with the R&P Framework, learning and development at Ausgrid will:
- Enhance opportunities for workplace flexibility;
 - Meet the needs of the organisation; and
 - Address the joint requirements for improved productivity, quality and performance, together with learning and development opportunities for employees to further their career.
- 9.3 Ausgrid recognises that learning differences exist between various work groups and locations, which need to be balanced with organisation-wide requirements for workplace flexibility and employee mobility.
- 9.4 To support learning and development at Ausgrid, employees may be given opportunities to contribute to activities such as:
- Design, development or reviews of workplace training;
 - Delivery of workplace training; or
 - Assessment of employee capabilities.
- 9.5 Employees may also be given learning opportunities in reading, writing, numeracy or spoken communication.
- 9.6 Identification of learning and development needs will be in line with the employee's relevant Role Statement or otherwise agreed to support both career advancement and the needs of the business.

10. Annual Review and Feedback Cycle

- 10.1 The Annual Review and Feedback Cycle Policy will be in accordance with this Appendix, and Ausgrid's policies and procedures. These policies are not incorporated into this Agreement. Within the Annual Review and Feedback Cycle Policy, underperformance will be defined as follows:
- **Work Safe** - where an official warning or disciplinary outcome has been issued under Ausgrid's Fair & Just Culture Policy as 'At Risk' or

‘Reckless’.

- **Role Statement** - The employee has not fulfilled the requirements of the role statement by not delivering to the minimum role accountabilities. This can be defined as:
 - **Accountabilities:** what I may be expected to do when I come to work in this role and occupational capability requirements.
 - **Essential:** the knowledge, skills, accreditations, licensing and / or authorisation, you must have in this role to be safe & effective.
 - **Electives:** may be required in this role but not all in this role may need it.
- Note: Accountabilities and Electives** – expectations will form part of the Planning discussions as outlined in 10.2 of this Appendix and agreed between the employee and leader at the commencement of the Performance cycle.
- **Code of Conduct** - Conduct related issues where the employee has breached Ausgrid’s Code of Conduct and has required to have their behaviour managed as defined by Ausgrid’s Fair & Just Culture Policy and Managing Unacceptable Conduct Procedure.
- **Attendance** – Continued time and attendance issues following written formal feedback.

10.2 The review and feedback process is an annual cycle, based on the Financial Year from July 1 to 30 June. The process steps of the framework will be defined in the Annual Review and Feedback Cycle Policy. Generally described it will consist of 3 stages:

- Planning - completed in July
- Progress Check Ins – held in October and February
- End of Year Discussion – completed in June

10.3 Following the conclusion of the annual review and feedback cycle, employees will receive notification of their outcome which will include eligibility for progression.

10.4 An employee may request a review of their annual outcome with the employee’s two-up manager (i.e., the manager of the employee’s manager). The request for and review of the annual outcome will be in accordance with Ausgrid’s policies and procedures set out in Clause 10.1 of this Appendix. The outcome of the review including reasoning will be provided to the employee in writing and may be subject to Clause 41 Dispute Settlement Procedure of this Agreement.

10.5 On an annual basis, Ausgrid will make available to all employees a summary report outlining annual outcomes. The summary report will include the percentage of employees in each Stream who have completed the most recent review and feedback cycle. The summary report will not identify individual outcomes. The report will also include the number of employees in each Stream who receive the Top of Band Recognition Incentive Payment for the most recent annual cycle.

10.6 On an annual basis, Ausgrid will separately provide to the PCC (or a delegated subcommittee) a confidential report outlining annual overall outcomes for the most recent annual review and feedback cycle. The report will include the number of employees in each Stream and Band who have received or not received progression. The report will not identify

individual outcomes. Where reporting on the number of employees in each Stream and Band could identify individuals, the data for Levels or Bands may be grouped together. The report will also include the number of employees in each Stream who receive the Top of Band Recognition Incentive Payment for the most recent annual performance and feedback cycle.

As part of the annual PCC meeting, representatives will discuss any new or ongoing issues with the operation and application of the R&P Framework and its policies. The PCC will identify a plan of action to address the problems. This will form part of the ongoing improvement of the R&P Framework by Ausgrid.

- 10.7 Following the end of year review, Ausgrid will meet with union organisers and relevant delegates (as nominated by the unions) for the purposes of reviewing the completion of check ins as well as identifying any further training needs in relation to feedback.

11. Progression to a higher Level and Band

- 11.1 Progression to a higher Level in a Band (excluding Band D3, for which there is only one (1) Level and Dual base trade which is capped at Band C2 Level 1) is based on the employee's annual overall outcome.
- 11.2 An employee will move one (1) Level in their band if:
- 11.2.1 they have completed at least 6 months of the annual review and feedback cycle at their existing level of that Band; and
 - 11.2.2 they have not underperformed in their current Role.
 - 11.2.3 Subject to Clause 12 of this Appendix, an employee can only move one (1) Level in any one annual review cycle.
- 11.3 If an employee is eligible to progress to a higher Level, the progression will be effective as at the date of commencement of the next annual performance cycle.
- 11.4 For multi Band roles, progression between Bands will occur when the highest level (5) has been achieved in the current band. This will continue to occur in each band until the highest Band is reached. For Engineering roles (excluding Engineers) to be appointed to a D2 band shall be via a Merit or Streamlined Selection process only as defined by Clause 12 of this Appendix. Progression for Engineering Stream roles (other than Engineers) beyond Band C2 Level 5 to Band D1 employees will require a relevant tertiary qualification which will be detailed in the Role Statement for that role. Employees who are eligible for recognition under the existing CCR Role Statement (at the time of making this Agreement) will be provided a letter advising them of their status and eligibility to progress. All other employees will require to complete the appropriate qualification as detailed in the role statement following the role statement review process as detailed under Clause 2.2 of this Appendix. For Engineering roles that are unable to progress beyond Band D1 Level 5 or C2 Level 5, those employees will be eligible for to a Top of Band payment defined by Clause 19 of this Appendix.
- 11.5 Subject to clause 20 to this Appendix, where an employee is eligible for progression, however, their Annual Overall Outcomes does not result in a Level increase, the underperformance will be evidenced in writing and

explained during progress check-ins as part of the Annual Feedback and Review Cycle

- 11.6 New to trade (*former Apprentices*) who are appointed will commence at Band A2 Level 3, unless appointed via Merit to a higher banded role. At the completion of a successful probation period (6 months), they will be progress to Band B1 Level 1. Progression beyond this level will be in accordance with Clause 11.2 of this Appendix.
- 11.7 Engineers who are appointed at the completion of the Graduate program, will commence at Band D1 Level 1, unless appointed via Merit to a higher banded role. Progression beyond this level will be in accordance with Clause 11.2 of this Appendix.

12. Merit and Streamlined Promotion to a higher Band

- 12.1 Promotion to a higher Band (single or multi band) will occur via a selection process governed by Ausgrid's policies, noting that these policies are not incorporated into this Agreement. The selection will be based on:
 - merit; or
 - for eligible Roles (set out in Ausgrid's policies, noting that these policies are not incorporated into this Agreement), a streamlined selection process.
- 12.2 For the purpose of merit or streamlined selection, Ausgrid shall determine the number of Positions and Roles required based on Ausgrid's assessment of its business needs. In assessing its business needs, Ausgrid will consider the capabilities required within various work groups, what skills are needed to complete required tasks, the complexity of work, future work needs, job redesign, productivity improvements and technology changes. As such, promotion to a higher Band will occur if:
 - there is a Position available at the higher Band as required by Ausgrid as result of this assessment; and
 - the employee applies for and accepts an offer of appointment to that Position.

For promotion into Band A2, Band B1, Band B2, Band C1, Band C2, Band D1 and Band D2, Ausgrid will designate which Level in the new Band an employee commences at. This will usually be Level 1, however, on a case by case basis, Ausgrid may approve a higher level in exceptional circumstances taking into account business needs and consideration of skills and experience.

To be clear, for promotion into Band D3, there is only one (1) level. Dual base trade roles are capped at Band C2 Level 1.

13. Acting in a higher Band

- 13.1 Ausgrid may require an employee, who agrees to act temporarily in a Position of a Band higher than their appointed Position.
- 13.2 Higher duties pay applies where employees take on the responsibilities and duties of a Role in a Position of a higher Band. To be clear, employees are paid for the full range of duties that they would be expected to undertake in their appointed Position from time to time.

- 13.3 When acting in a Position of a higher Band for a minimum of one day the employee will receive the Ordinary Rate of Pay of Level 1 of the higher Band (or their Previous Rate of Pay whichever is the higher).
- 13.4 If an employee has been receiving higher duties pay for a continuous period of 13 weeks immediately prior to commencing annual leave, sick leave or accident leave, the employee will be paid the higher duties pay rate for the duration of the absence. Absences on approved paid leave of five (5) days or less aggregate duration will not cause a break in continuity for the purposes of this Clause 13.4. In all cases, the payment of higher duties pay whilst on paid leave will not exceed six (6) months duration. Breaks in higher duties of five (5) days or less aggregate duration shall not cause a break in continuity for the purposes of this Clause 13.4.
- 13.5 Agreement/Public Holidays during a period of higher duties will be paid at the higher rate as per Clause 13.3 of this Appendix.
- 13.6 Payment for acting in a higher Band will not apply to long service leave or payments made for service entitlements at the termination of employment.
- 13.7 Higher duties pay is paid to an employee who is required to perform higher duties to cover the work of an employee who is absent for more than two (2) days taken as RDOs.
- 13.8 Undertaking on the job training in a Position of a higher Band does not entitle an employee to higher duties pay unless the person is actually given responsibility for the Role, e.g. in a relief role.
- 13.9 Except where an employee is relieving in a vacancy created by an employee on approved leave, such as parental leave or long service leave, or the work area is being restructured, a period of higher duties pay shall not continue for more than six (6) months before a selection process is commenced.

14. Acting in a lower Band

- 14.1 Where an employee is required to act temporarily in a Position of a lower Band than their appointed Position, due to a business need, they will continue to be paid the ordinary rate of pay of their appointed Position for the duration of the acting arrangement. However, this will not apply where an employee applies for and accepts a secondment at a lower Band than their appointed Position.

15. Acting in a Professionals, Managers and Specialists (PM&S) Position

- 15.1 Ausgrid may require an employee who agrees, to act temporarily in a PM&S Position covered by Clause 45 of this Agreement. When this occurs, Clause 45.7 of this Agreement will apply.

16. Appointment to the same Band in a different Stream

- 16.1 Where an employee applies for and accepts an offer of appointment to a Position in a different Stream and the same Band as their current Position, then from the date of appointment the employee will receive the Ordinary Rate of Pay applicable to the new Position at their current Level.

17. Appointment to a Lower Band

- 17.1 Where an employee applies for and accepts an offer of appointment to a Position of a lower Band than their current Position, then from the date of appointment the employee will receive the Ordinary Rate of Pay applicable to the new Position. This will usually be Level 1, however, on a case by case basis, Ausgrid may approve a higher Level in exceptional circumstances taking into account business needs and consideration of skills and experience.

18. Former CCR Framework

- 18.1 This clause outlines the process which applied to Reclassified Employees who transitioned to the former CCR Framework.
- 18.2 This clause applies to Reclassified Employees, who do not include:
- employees engaged under nationally recognised Apprenticeships, Cadetships or Traineeships;
 - employees who are covered by Clause 45 (Professionals, Managers and Specialists) of the Agreement; and
 - employees who are covered by Appendix 2 (Contract to EBA Transition) of the Agreement.
- 18.3 Except for employees who were paid salary maintenance on 30 November 2018 subject to Appendix 5 (Redundancy, Redeployment and Salary Maintenance) of this Agreement, if on the date of transition, a Reclassified Employee's Ordinary Rate of Pay was less than their Previous Rate of Pay under the former CCR Framework:
- The Reclassified Employee continued to receive their Previous Rate of Pay.
 - During the life of this Agreement that amount will be adjusted by the applicable increase outlined in Clause 14 of this Agreement; and
 - Clause 18 of this Appendix will continue to apply to the employee.
- 18.4 If, after transition, due to promotion or progression, a Reclassified Employee's Ordinary Rate of Pay exceeds the Previous Rate of Pay under the former CCR Framework:
- The employee will receive the Ordinary Rate of Pay;
 - If the difference between a Reclassified Employee's Ordinary Rate of Pay and the Previous Rate of Pay is less than \$250, the Reclassified Employee will be eligible for a one-off top-up payment of up to \$250. The one-off top-up payment will be calculated as \$250 less the difference between the Reclassified Employee's Ordinary Rate of Pay and the Previous Rate of Pay;
 - If the difference between a Reclassified Employee's Ordinary Rate of Pay and the Previous Rate of Pay is equal to or greater than \$250, the Reclassified Employee will not be eligible for a one-off top-up payment;
 - The employee will no longer be considered a Reclassified Employee; and
 - Clause 18 of this Appendix will no longer apply to the employee.

18.5 After transition to the former CCR Framework, where a Reclassified Employee applies for and accepts an offer of appointment to a Position in a different Stream and the same Band as their current Position, then from the date of appointment:

- If the Ordinary Rate of Pay applicable to the new Position is less than the Reclassified Employee's Previous Rate of Pay, the employee will continue to receive their Previous Rate of Pay pursuant to Clause 18.3 of this Appendix.
- If the Ordinary Rate of Pay applicable to the new Position is equal to or higher than the Reclassified Employee's Previous Rate of Pay, the employee will receive the Ordinary Rate of Pay applicable to the new Position.

18.6 After commencement of the R&P Framework, where a Reclassified Employee applies for and accepts an offer of appointment to a Position of a lower Band than their current Position, then from the date of appointment:

- The employee will receive the Ordinary Rate of Pay applicable to the new Position. This will usually be Level 1, however, on a case by case basis, Ausgrid may approve a higher level in exceptional circumstances taking into account business needs and consideration of skills and experience.
- The employee will no longer be considered a Reclassified Employee; and
- Clause 18 of this Appendix will no longer apply to the employee.

19. Top of Band Recognition Incentive Payment

19.1 Employees are eligible for an annual "Top of Band" Recognition Incentive Payment of \$2,500, subject to the following criteria:

- Employees must have been at the highest Level within their respective Band, for the 12 (twelve) month period prior to 30 June, and are not eligible to progress to another Band;
- Not eligible for progression due to salary maintenance or grandparenting arrangements;
- Employees must satisfy requirements of the annual review and feedback cycle

19.2 Upon completion of the annual review and feedback cycle, eligible employees will receive the Recognition Incentive Payment in the next pay period, but not after 1 October;

- Any such payment will be subject to taxation and the provisions of Clause 17 Superannuation of this Agreement.

19.3 For part-time employees or employees on reduced hours who are eligible for the "Top of Band" Recognition Incentive Payment, the payment will be pro-rated based on their actual hours work.

20 R&P Implementation

20.1 The following implementation rules apply and exclude Clause 11.2 (Progression) and Clause 19 (Top of Band) of this Appendix:

Date	Progression & Top of Band
1 September 2024	Commencement of Agreement Progression: 1 Level (single and multi band roles); or Top of Band: \$2,500*
1 July 2025	FY25 Annual Review and Feedback Cycle Progression: 1 Level (single and multi band roles); or Top of Band: \$2,500
1 July 2026	FY26 Annual Review and Feedback Cycle Progression: No Level progression Top of Band: No Top of Band payment
1 July 2026 to 30 June 2027	FY27 Annual Review and Feedback Cycle Clause 20 of this Appendix does not apply to the FY27 annual review & feedback cycle.
* Paid from the first full pay cycle that occurs 7 business days following notification of approval of the Ausgrid Enterprise Agreement 2024 by the FWC.	

Notes

- Where an employee is acting in a Higher Band under this Appendix, the guaranteed 1 level progression or Top of Band payments on 1 September 2024 and 1 July 2025 will be applicable to their substantive role.
- On commencement of this Agreement, Graduates will receive, a payment of \$2500 which will be paid within the first full pay cycle that occurs seven (7) business days following notification of approval of the Ausgrid Enterprise Agreement 2024 by the FWC.
- Graduates will only progress as per clause 5.7 of this Appendix

New to Trade (Former Apprentices)

Apprentice Graduation Year	Pre EA 2024 Band and Level	September 2024	January 2025	March 2025	July 2025	March 2026	July 2027 *
2025	4 th Year Apprentice		A2 L3		B1 L1		B1 L2
2024	A2 L1	A2 L3		B1 L1		B1 L2	B1 L3
2023	A2 L2	B1 L1			B1 L2		B1 L3

*Subject to clause 11 of this Appendix.

The New to Trade table only applies to employees who have not been appointed to a higher Band under clause 12 of this Appendix or the former EA 21 CCR Framework, Appendix 4 clause 12.

Attachment A to Appendix 4: Remuneration and Progression (RP) pay rates

Power Worker Stream										
Band	Level	From 1 September 2024			From 1 September 2025 ⁽¹⁾			From 1 September 2026 ⁽¹⁾		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
A1	1	\$74,234	\$1,422.11	\$39.50	\$76,461	\$1,464.77	\$40.69	\$78,755	\$1,508.72	\$41.91
	2	\$75,942	\$1,454.83	\$40.41	\$78,220	\$1,498.47	\$41.62	\$80,567	\$1,543.43	\$42.87
	3	\$77,652	\$1,487.59	\$41.32	\$79,982	\$1,532.22	\$42.56	\$82,381	\$1,578.18	\$43.84
	4	\$79,359	\$1,520.29	\$42.23	\$81,740	\$1,565.90	\$43.50	\$84,192	\$1,612.87	\$44.80
	5	\$81,066	\$1,552.99	\$43.14	\$83,498	\$1,599.58	\$44.43	\$86,003	\$1,647.57	\$45.77
A2	1	\$82,503	\$1,580.52	\$43.90	\$84,978	\$1,627.93	\$45.22	\$87,527	\$1,676.76	\$46.58
	2	\$84,427	\$1,617.38	\$44.93	\$86,960	\$1,665.90	\$46.28	\$89,569	\$1,715.88	\$47.66
	3	\$86,351	\$1,654.23	\$45.95	\$88,942	\$1,703.87	\$47.33	\$91,610	\$1,754.98	\$48.75
	4	\$88,274	\$1,691.07	\$46.97	\$90,922	\$1,741.80	\$48.38	\$93,650	\$1,794.06	\$49.84
	5	\$90,196	\$1,727.89	\$48.00	\$92,902	\$1,779.73	\$49.44	\$95,689	\$1,833.12	\$50.92
B1	1	\$91,827	\$1,759.14	\$48.86	\$94,582	\$1,811.92	\$50.33	\$97,419	\$1,866.26	\$51.84
	2	\$93,535	\$1,791.86	\$49.77	\$96,341	\$1,845.61	\$51.27	\$99,231	\$1,900.98	\$52.80
	3	\$95,244	\$1,824.60	\$50.68	\$98,101	\$1,879.33	\$52.20	\$101,044	\$1,935.71	\$53.77
	4	\$96,951	\$1,857.30	\$51.59	\$99,860	\$1,913.03	\$53.14	\$102,856	\$1,970.42	\$54.73
	5	\$98,660	\$1,890.04	\$52.50	\$101,620	\$1,946.74	\$54.08	\$104,669	\$2,005.15	\$55.70
B2	1	\$100,447	\$1,924.27	\$53.45	\$103,460	\$1,981.99	\$55.06	\$106,564	\$2,041.46	\$56.71
	2	\$102,345	\$1,960.63	\$54.46	\$105,415	\$2,019.44	\$56.10	\$108,577	\$2,080.02	\$57.78
	3	\$104,242	\$1,996.97	\$55.47	\$107,369	\$2,056.88	\$57.14	\$110,590	\$2,118.58	\$58.85
	4	\$106,138	\$2,033.30	\$56.48	\$109,322	\$2,094.29	\$58.17	\$112,602	\$2,157.13	\$59.92
	5	\$108,038	\$2,069.69	\$57.49	\$111,279	\$2,131.78	\$59.22	\$114,617	\$2,195.73	\$60.99
C1	1	\$109,991	\$2,107.11	\$58.53	\$113,291	\$2,170.33	\$60.29	\$116,690	\$2,235.44	\$62.10
	2	\$112,630	\$2,157.66	\$59.94	\$116,009	\$2,222.39	\$61.73	\$119,489	\$2,289.06	\$63.59
	3	\$115,268	\$2,208.20	\$61.34	\$118,726	\$2,274.44	\$63.18	\$122,288	\$2,342.68	\$65.07
	4	\$117,905	\$2,258.72	\$62.74	\$121,442	\$2,326.48	\$64.62	\$125,085	\$2,396.26	\$66.56
	5	\$120,543	\$2,309.25	\$64.15	\$124,159	\$2,378.52	\$66.07	\$127,884	\$2,449.89	\$68.05

For official use only

Power Worker Stream										
Band	Level	From 1 September 2024			From 1 September 2025 ⁽¹⁾			From 1 September 2026 ⁽¹⁾		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
C2	1	\$122,786	\$2,352.22	\$65.34	\$126,470	\$2,422.80	\$67.30	\$130,264	\$2,495.48	\$69.32
	2	\$124,533	\$2,385.69	\$66.27	\$128,269	\$2,457.26	\$68.26	\$132,117	\$2,530.98	\$70.30
	3	\$126,277	\$2,419.10	\$67.20	\$130,065	\$2,491.67	\$69.21	\$133,967	\$2,566.42	\$71.29
	4	\$128,022	\$2,452.53	\$68.13	\$131,863	\$2,526.11	\$70.17	\$135,819	\$2,601.90	\$72.27
	5	\$129,768	\$2,485.98	\$69.05	\$133,661	\$2,560.56	\$71.13	\$137,671	\$2,637.38	\$73.26
D1	1	\$132,176	\$2,532.11	\$70.34	\$136,141	\$2,608.07	\$72.45	\$140,225	\$2,686.30	\$74.62
	2	\$134,716	\$2,580.77	\$71.69	\$138,757	\$2,658.18	\$73.84	\$142,920	\$2,737.93	\$76.05
	3	\$137,255	\$2,629.41	\$73.04	\$141,373	\$2,708.30	\$75.23	\$145,614	\$2,789.54	\$77.49
	4	\$139,795	\$2,678.07	\$74.39	\$143,989	\$2,758.41	\$76.62	\$148,309	\$2,841.17	\$78.92
	5	\$142,335	\$2,726.72	\$75.74	\$146,605	\$2,808.52	\$78.01	\$151,003	\$2,892.78	\$80.35
D2	1	\$150,525	\$2,883.62	\$80.10	\$155,041	\$2,970.13	\$82.50	\$159,692	\$3,059.23	\$84.98
	2	\$154,218	\$2,954.37	\$82.07	\$158,845	\$3,043.01	\$84.53	\$163,610	\$3,134.29	\$87.06
	3	\$157,911	\$3,025.11	\$84.03	\$162,648	\$3,115.86	\$86.55	\$167,527	\$3,209.33	\$89.15
	4	\$161,603	\$3,095.84	\$86.00	\$166,451	\$3,188.72	\$88.58	\$171,445	\$3,284.39	\$91.23
	5	\$165,295	\$3,166.57	\$87.96	\$170,254	\$3,261.57	\$90.60	\$175,362	\$3,359.43	\$93.32
D3	1	\$178,190	\$3,413.60	\$94.82	\$183,536	\$3,516.02	\$97.67	\$189,042	\$3,621.49	\$100.60

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

Note: For shift workers the annual rate of pay (except for District Operators, System Operators and Area Operators) will also include the additional holiday leave loading as detailed in Clause 24.14 of this Agreement.

The above rates of pay incorporate the Ausgrid Allowance. The payment of such allowance is to take into account the performance of work in relation to heat, height, dirty work, work in confined spaces; work subject to climatic conditions; subject to the lack of the usual amenities and facilities; subject to directions for alterations and variation of starting and/or finishing locations; work may be subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; subject to requirements to complete proficiency tests and subject to changes in the system of working; and purchase of undergarments compliant with Electrical Safety Rules requirements.

Engineering Stream										
Band	Level	From 1 September 2024			From 1 September 2025 ⁽¹⁾			From 1 September 2026 ⁽¹⁾		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
A1	1	\$74,234	\$1,422.11	\$39.50	\$76,461	\$1,464.77	\$40.69	\$78,755	\$1,508.72	\$41.91
	2	\$75,942	\$1,454.83	\$40.41	\$78,220	\$1,498.47	\$41.62	\$80,567	\$1,543.43	\$42.87
	3	\$77,652	\$1,487.59	\$41.32	\$79,982	\$1,532.22	\$42.56	\$82,381	\$1,578.18	\$43.84
	4	\$79,359	\$1,520.29	\$42.23	\$81,740	\$1,565.90	\$43.50	\$84,192	\$1,612.87	\$44.80
	5	\$81,066	\$1,552.99	\$43.14	\$83,498	\$1,599.58	\$44.43	\$86,003	\$1,647.57	\$45.77
A2	1	\$82,503	\$1,580.52	\$43.90	\$84,978	\$1,627.93	\$45.22	\$87,527	\$1,676.76	\$46.58
	2	\$84,427	\$1,617.38	\$44.93	\$86,960	\$1,665.90	\$46.28	\$89,569	\$1,715.88	\$47.66
	3	\$86,351	\$1,654.23	\$45.95	\$88,942	\$1,703.87	\$47.33	\$91,610	\$1,754.98	\$48.75
	4	\$88,274	\$1,691.07	\$46.97	\$90,922	\$1,741.80	\$48.38	\$93,650	\$1,794.06	\$49.84
	5	\$90,196	\$1,727.89	\$48.00	\$92,902	\$1,779.73	\$49.44	\$95,689	\$1,833.12	\$50.92
B1	1	\$91,827	\$1,759.14	\$48.86	\$94,582	\$1,811.92	\$50.33	\$97,419	\$1,866.26	\$51.84
	2	\$93,535	\$1,791.86	\$49.77	\$96,341	\$1,845.61	\$51.27	\$99,231	\$1,900.98	\$52.80
	3	\$95,244	\$1,824.60	\$50.68	\$98,101	\$1,879.33	\$52.20	\$101,044	\$1,935.71	\$53.77
	4	\$96,951	\$1,857.30	\$51.59	\$99,860	\$1,913.03	\$53.14	\$102,856	\$1,970.42	\$54.73
	5	\$98,660	\$1,890.04	\$52.50	\$101,620	\$1,946.74	\$54.08	\$104,669	\$2,005.15	\$55.70
B2	1	\$100,447	\$1,924.27	\$53.45	\$103,460	\$1,981.99	\$55.06	\$106,564	\$2,041.46	\$56.71
	2	\$102,345	\$1,960.63	\$54.46	\$105,415	\$2,019.44	\$56.10	\$108,577	\$2,080.02	\$57.78
	3	\$104,242	\$1,996.97	\$55.47	\$107,369	\$2,056.88	\$57.14	\$110,590	\$2,118.58	\$58.85
	4	\$106,138	\$2,033.30	\$56.48	\$109,322	\$2,094.29	\$58.17	\$112,602	\$2,157.13	\$59.92
	5	\$108,038	\$2,069.69	\$57.49	\$111,279	\$2,131.78	\$59.22	\$114,617	\$2,195.73	\$60.99
C1	1	\$109,991	\$2,107.11	\$58.53	\$113,291	\$2,170.33	\$60.29	\$116,690	\$2,235.44	\$62.10
	2	\$112,630	\$2,157.66	\$59.94	\$116,009	\$2,222.39	\$61.73	\$119,489	\$2,289.06	\$63.59
	3	\$115,268	\$2,208.20	\$61.34	\$118,726	\$2,274.44	\$63.18	\$122,288	\$2,342.68	\$65.07
	4	\$117,905	\$2,258.72	\$62.74	\$121,442	\$2,326.48	\$64.62	\$125,085	\$2,396.26	\$66.56
	5	\$120,543	\$2,309.25	\$64.15	\$124,159	\$2,378.52	\$66.07	\$127,884	\$2,449.89	\$68.05

Engineering Stream										
Band	Level	From 1 September 2024			From 1 September 2025 ⁽¹⁾			From 1 September 2026 ⁽¹⁾		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
C2	1	\$122,786	\$2,352.22	\$65.34	\$126,470	\$2,422.80	\$67.30	\$130,264	\$2,495.48	\$69.32
	2	\$124,533	\$2,385.69	\$66.27	\$128,269	\$2,457.26	\$68.26	\$132,117	\$2,530.98	\$70.30
	3	\$126,277	\$2,419.10	\$67.20	\$130,065	\$2,491.67	\$69.21	\$133,967	\$2,566.42	\$71.29
	4	\$128,022	\$2,452.53	\$68.13	\$131,863	\$2,526.11	\$70.17	\$135,819	\$2,601.90	\$72.27
	5	\$129,768	\$2,485.98	\$69.05	\$133,661	\$2,560.56	\$71.13	\$137,671	\$2,637.38	\$73.26
D1	1	\$132,176	\$2,532.11	\$70.34	\$136,141	\$2,608.07	\$72.45	\$140,225	\$2,686.30	\$74.62
	2	\$134,716	\$2,580.77	\$71.69	\$138,757	\$2,658.18	\$73.84	\$142,920	\$2,737.93	\$76.05
	3	\$137,255	\$2,629.41	\$73.04	\$141,373	\$2,708.30	\$75.23	\$145,614	\$2,789.54	\$77.49
	4	\$139,795	\$2,678.07	\$74.39	\$143,989	\$2,758.41	\$76.62	\$148,309	\$2,841.17	\$78.92
	5	\$142,335	\$2,726.72	\$75.74	\$146,605	\$2,808.52	\$78.01	\$151,003	\$2,892.78	\$80.35
D2	1	\$145,036	\$2,778.47	\$77.18	\$149,387	\$2,861.82	\$79.49	\$153,869	\$2,947.68	\$81.88
	2	\$151,684	\$2,905.82	\$80.72	\$156,235	\$2,993.01	\$83.14	\$160,922	\$3,082.80	\$85.63
	3	\$158,332	\$3,033.18	\$84.26	\$163,082	\$3,124.18	\$86.78	\$167,974	\$3,217.89	\$89.39
	4	\$164,981	\$3,160.56	\$87.79	\$169,930	\$3,255.36	\$90.43	\$175,028	\$3,353.03	\$93.14
	5	\$171,629	\$3,287.91	\$91.33	\$176,778	\$3,386.55	\$94.07	\$182,081	\$3,488.14	\$96.89
D3	1	\$178,190	\$3,413.60	\$94.82	\$183,536	\$3,516.02	\$97.67	\$189,042	\$3,621.49	\$100.60

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

Note: For shift workers the annual rate of pay (except for District Operators, System Operators and Area Operators) will also include the additional holiday leave loading as detailed in Clause 24.14 of this Agreement.

The above rates of pay incorporate the Ausgrid Allowance. The payment of such allowance is to take into account the performance of work in relation to heat, height, dirty work, work in confined spaces; work subject to climatic conditions; subject to the lack of the usual amenities and facilities; subject to directions for alterations and variation of starting and/or finishing locations; work may be subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; subject to requirements to complete proficiency tests and subject to changes in the system of working; and purchase of undergarments compliant with Electrical Safety Rules requirements.

Functional Services Stream										
Band	Level	From 1 September 2024			From 1 September 2025 ⁽¹⁾			From 1 September 2026 ⁽¹⁾		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
A1	1	\$65,917	\$1,262.78	\$35.08	\$67,895	\$1,300.67	\$36.13	\$69,932	\$1,339.69	\$37.21
	2	\$67,625	\$1,295.50	\$35.99	\$69,654	\$1,334.37	\$37.07	\$71,744	\$1,374.41	\$38.18
	3	\$69,332	\$1,328.20	\$36.89	\$71,412	\$1,368.05	\$38.00	\$73,554	\$1,409.08	\$39.14
	4	\$71,042	\$1,360.96	\$37.80	\$73,173	\$1,401.78	\$38.94	\$75,368	\$1,443.83	\$40.11
	5	\$72,748	\$1,393.64	\$38.71	\$74,930	\$1,435.44	\$39.87	\$77,178	\$1,478.51	\$41.07
A2	1	\$74,183	\$1,421.13	\$39.48	\$76,408	\$1,463.75	\$40.66	\$78,700	\$1,507.66	\$41.88
	2	\$76,108	\$1,458.01	\$40.50	\$78,391	\$1,501.74	\$41.72	\$80,743	\$1,546.80	\$42.97
	3	\$78,030	\$1,494.83	\$41.52	\$80,371	\$1,539.67	\$42.77	\$82,782	\$1,585.86	\$44.05
	4	\$79,954	\$1,531.69	\$42.55	\$82,353	\$1,577.64	\$43.82	\$84,824	\$1,624.98	\$45.14
	5	\$81,877	\$1,568.52	\$43.57	\$84,333	\$1,615.57	\$44.88	\$86,863	\$1,664.04	\$46.22
B1	1	\$83,508	\$1,599.77	\$44.44	\$86,013	\$1,647.76	\$45.77	\$88,593	\$1,697.18	\$47.14
	2	\$85,216	\$1,632.49	\$45.35	\$87,772	\$1,681.46	\$46.71	\$90,405	\$1,731.90	\$48.11
	3	\$86,924	\$1,665.21	\$46.26	\$89,532	\$1,715.17	\$47.64	\$92,218	\$1,766.63	\$49.07
	4	\$88,633	\$1,697.95	\$47.17	\$91,292	\$1,748.89	\$48.58	\$94,031	\$1,801.36	\$50.04
	5	\$90,342	\$1,730.69	\$48.07	\$93,052	\$1,782.61	\$49.52	\$95,844	\$1,836.09	\$51.00
B2	1	\$92,129	\$1,764.92	\$49.03	\$94,893	\$1,817.87	\$50.50	\$97,740	\$1,872.41	\$52.01
	2	\$94,026	\$1,801.26	\$50.04	\$96,847	\$1,855.31	\$51.54	\$99,752	\$1,910.96	\$53.08
	3	\$95,924	\$1,837.62	\$51.05	\$98,802	\$1,892.76	\$52.58	\$101,766	\$1,949.54	\$54.15
	4	\$97,820	\$1,873.95	\$52.05	\$100,755	\$1,930.17	\$53.62	\$103,778	\$1,988.08	\$55.22
	5	\$99,718	\$1,910.31	\$53.06	\$102,710	\$1,967.62	\$54.66	\$105,791	\$2,026.65	\$56.30
C1	1	\$101,673	\$1,947.76	\$54.10	\$104,723	\$2,006.19	\$55.73	\$107,865	\$2,066.38	\$57.40
	2	\$103,761	\$1,987.76	\$55.22	\$106,874	\$2,047.39	\$56.87	\$110,080	\$2,108.81	\$58.58
	3	\$105,849	\$2,027.76	\$56.33	\$109,024	\$2,088.58	\$58.02	\$112,295	\$2,151.25	\$59.76
	4	\$107,936	\$2,067.74	\$57.44	\$111,174	\$2,129.77	\$59.16	\$114,509	\$2,193.66	\$60.93
	5	\$110,023	\$2,107.72	\$58.55	\$113,324	\$2,170.96	\$60.30	\$116,724	\$2,236.09	\$62.11

Functional Services Stream										
Band	Level	From 1 September 2024			From 1 September 2025 ⁽¹⁾			From 1 September 2026 ⁽¹⁾		
		Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate	Annual Salary	Weekly Rate	36 Hrly Rate
C2	1	\$112,226	\$2,149.92	\$59.72	\$115,593	\$2,214.43	\$61.51	\$119,061	\$2,280.86	\$63.36
	2	\$114,531	\$2,194.08	\$60.95	\$117,967	\$2,259.90	\$62.78	\$121,506	\$2,327.70	\$64.66
	3	\$116,837	\$2,238.26	\$62.17	\$120,342	\$2,305.40	\$64.04	\$123,952	\$2,374.56	\$65.96
	4	\$119,142	\$2,282.41	\$63.40	\$122,716	\$2,350.88	\$65.30	\$126,397	\$2,421.40	\$67.26
	5	\$121,448	\$2,326.59	\$64.63	\$125,091	\$2,396.38	\$66.57	\$128,844	\$2,468.28	\$68.56
D1	1	\$123,858	\$2,372.76	\$65.91	\$127,574	\$2,443.95	\$67.89	\$131,401	\$2,517.26	\$69.92
	2	\$126,398	\$2,421.42	\$67.26	\$130,190	\$2,494.06	\$69.28	\$134,096	\$2,568.89	\$71.36
	3	\$128,937	\$2,470.06	\$68.61	\$132,805	\$2,544.16	\$70.67	\$136,789	\$2,620.48	\$72.79
	4	\$131,477	\$2,518.72	\$69.96	\$135,421	\$2,594.27	\$72.06	\$139,484	\$2,672.11	\$74.23
	5	\$134,017	\$2,567.38	\$71.32	\$138,038	\$2,644.41	\$73.46	\$142,179	\$2,723.74	\$75.66
D2	1	\$136,718	\$2,619.12	\$72.75	\$140,820	\$2,697.70	\$74.94	\$145,045	\$2,778.64	\$77.18
	2	\$143,367	\$2,746.49	\$76.29	\$147,668	\$2,828.89	\$78.58	\$152,098	\$2,913.75	\$80.94
	3	\$150,014	\$2,873.83	\$79.83	\$154,514	\$2,960.04	\$82.22	\$159,149	\$3,048.83	\$84.69
	4	\$156,663	\$3,001.21	\$83.37	\$161,363	\$3,091.25	\$85.87	\$166,204	\$3,183.98	\$88.44
	5	\$163,311	\$3,128.56	\$86.90	\$168,210	\$3,222.41	\$89.51	\$173,256	\$3,319.08	\$92.20

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

Note: For shift workers the annual rate of pay (except for District Operators, System Operators and Area Operators) will also include the additional holiday leave loading as detailed in Clause 24.14 of this Agreement.

The above rates of pay incorporate the Ausgrid Allowance. The payment of such allowance is to take into account the performance of work in relation to heat, height, dirty work, work in confined spaces; work subject to climatic conditions; subject to the lack of the usual amenities and facilities; subject to directions for alterations and variation of starting and/or finishing locations; work may be subject to direction for availability for emergency work outside of ordinary working hours to ensure continuity and for availability for supply; subject to requirements to complete proficiency tests and subject to changes in the system of working; and purchase of undergarments compliant with Electrical Safety Rules requirements.

Attachment B to Appendix 4: Remuneration and Progression

Qualified Supervisor Certificate Allowance

Date	Annual rate
From 1 September 2024	\$2,437
From 1 September 2025 ⁽¹⁾	\$2,510
From 1 September 2026 ⁽¹⁾	\$2,585

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

Chartered or Registered Engineer Allowance

Date	Annual rate
From 1 September 2024	\$3,507
From 1 September 2025 ⁽¹⁾	\$3,612
From 1 September 2026 ⁽¹⁾	\$3,720

⁽¹⁾ Where CPI is greater than the increase in the table above, wages and salaries will be increased by CPI. The table above will be re-issued by 1 March 2025, showing the increase taking effect on 1 September 2025, and by 1 March 2026, showing the increase taking effect on 1 September 2026. Both will be published subject to the applicable CPI being available from the Australian Bureau of Statistics at least 2 weeks prior to 1 March each year.

APPENDIX 5 – REDUNDANCY AND SALARY MAINTENANCE

1. Introduction

- 1.1 Ausgrid is committed to achieving continuous improvement in the performance of its business. From time to time this may include restructuring of Ausgrid or changing how work is performed which may result in redundancy.
- 1.2 Ausgrid will endeavour to offer suitable alternative employment within the business to an employee prior to making a position/role redundant. Natural attrition, appointment to alternative positions and voluntary redundancies will be the preferred method by which a surplus number of employees is reduced. However, where these preferred methods are in Ausgrid's opinion not suitable or possible in achieving the required employee reduction involuntary redundancies may be implemented from 1 July 2020, subject to the provisions in this Appendix 5.

Where multiples of the same position within a structure are found to be redundant, Ausgrid will undertake a selection process to determine those employees that remain with Ausgrid. The first selection method utilised will be those from that position or group who have sought voluntary redundancy. The further selection process will be subject to consultation and will include an assessment of the skills required by Ausgrid and the employees performance.

- 1.3 All previous policies or agreements dealing with redeployment, redundancy or salary maintenance, including the Ausgrid Redundancy and Redeployment Policy dated 17 May 2013 and the Memorandum of Understanding – Salary Maintenance dated 11 April 1997, are rescinded and no longer apply to Ausgrid and its employees.

1.3.1 This will not remove an employees' existing salary maintenance arrangements from continuing to apply under this Agreement.

- 1.4 Nothing in this Appendix 5 will prevent Ausgrid from terminating the employment of an employee as a result of performance, behaviour or other conduct that warrants dismissal, including a failure to genuinely participate in any position appointment, training or placement process, or on the basis that the employee is not fit to perform the inherent requirements of their substantive position.

- 1.5 This Appendix 5 does not apply to:

- temporary, short term, fixed term or casual employees;
- apprentices, vocational traineeships or cadets; or
- labour hire / agency hire workers.

2. Definitions

The following definitions apply for the purposes of this Appendix 5:

- 2.1 **"Excess Employee"** is an employee who has received notice from Ausgrid that their position is redundant and that they are an Excess Employee for the purposes of this Appendix 5.
- 2.3 **"FTE"** means the full-time equivalent number of employees. For clarity in Appendix 5, FTEs do not include:
- those excluded by subclause 1.5 of Appendix 5; and
 - those whose employment is not covered by this Agreement.
- 2.4 **"Notice Of Termination"** means the notice periods defined in subclause 33.1 of this Agreement.
- 2.5 **"Notification Date"** means the date on which an employee is notified by Ausgrid that they are an Excess Employee after the approval of the Enterprise Agreement.
- 2.6 **"Relevant Weekly Rate of Pay"** means the Excess Employee's rate of pay (see Appendix 1, Ausgrid Rates of Pay or Appendix 4) including any applicable all-purpose work-related allowances payable for a normal week's ordinary hours of work as at the Notification Date.

If an Excess Employee has worked part-time hours at any time in their career, their normal week's ordinary hours will be either an average of hours worked by the Excess Employee over the course of their employment or their ordinary hours as at the Notification Date, whichever is greater.

Ausgrid will ensure that an Excess Employee's redundancy payment is not less than that payable under the Act.

- 2.7 **"Redundancy"/"Redundant"** means termination of employment as a result of any employee's position/role no longer being required by Ausgrid and the employee being unable to be appointed to an alternate position. Redundancy may result from an employee accepting a voluntary redundancy offer or due to being made involuntarily redundant.
- 2.8 **"Redundancy Calculation"**

Redundancy payments will be paid at the Excess Employee's Relevant Weekly Rate of Pay (the total of which is uncapped).

The following outlines applicable redundancy payments:

- 2.8.1 Applicable Notice of Termination or payment in lieu of Notice Of Termination in accordance with clause 33.1; plus an additional notice payment in accordance with the following table:

If the employee has less than one year's service	Two weeks' pay
If the employee has one year and less than two years continuous service	Four weeks' pay
If the employee has two years and less than three years continuous service	Six weeks' pay
If the employee has three years or more continuous service	Eight weeks' pay

2.8.2 severance pay of 3 weeks' pay per completed year of continuous service; plus

2.8.3 applicable accrued but untaken leave entitlements; plus

2.8.4 For employees who have not completed an outplacement program, a \$2,000 gross allowance for outplacement training.

2.9 **"Voluntary Redundancy"** means termination of employment as a result of an employee's position/role no longer being required by Ausgrid, the employee being unable to be appointed to an alternate position and that employee accepting a Voluntary Redundancy Offer. Payment will be made in accordance with clause 2.8 of this Appendix.

2.10 **"Involuntary Redundancy"/ "Involuntarily Redundant"** means termination of employment as a result of an employee's position/role no longer being required by Ausgrid, the employee being unable to be appointed to an alternate position and that employee not accepting a Voluntary Redundancy Offer. Payment will be made in accordance with clause 2.8 of this Appendix.

2.11 **"Weeks"** or **"Weeks' Pay"** in relation to the calculation of any redundancy payment means the Relevant Weekly Rate of Pay.

3. Requirements of an Excess Employee

3.1 Where an Excess Employee has been issued a Redundancy Offer in accordance with clause 2.7 of Appendix 5, the Excess Employee will:

3.1.1 remain an employee of Ausgrid and may be required to perform work as reasonably directed by Ausgrid in another suitable position or role, within reasonable distance of the employee's previous work location or residence and to undertake career transition services as determined and paid for by Ausgrid;

3.1.2 continue to be paid at their Relevant Weekly Rate of Pay;

3.1.3 apply for appointment to an alternative permanent available position within Ausgrid;

3.1.4 remain bound by this Agreement and their general legal obligations;

4. Redundancy Process from commencement of this Agreement

Until such time as this Agreement is varied, terminated or replaced, the following shall apply:

- 4.1 There shall be no limit on the number of voluntary redundancies.
- 4.2 From 1 September 2023 Ausgrid has the right to terminate the employment of up to 100 FTE excess employees in any 12 month period due to involuntary redundancy.
- 4.3 An employee may submit a confidential expression of interest (EOI) for voluntary redundancy at any time. An EOI for voluntary redundancy is a registration of interest only, and does not obligate Ausgrid to offer a voluntary redundancy.

5. Salary Maintenance

- 5.1 If an Excess Employee is appointed or is directed into a permanent position/role that is at a lower Band and level or salary than their previous position, their status of Excess Employee will cease, however they will be entitled to salary maintenance at their previous position's / roles' salary at their Relevant Weekly Rate of Pay. The Relevant Weekly Rate of Pay will be increased in accordance with clause 14.1.

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2025/23

Applicant:

Ausgrid Management Pty Ltd T/A Ausgrid

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Paul York, Head of Employee Relations, have the authority given to me by Ausgrid Management Pty Ltd to give the following undertakings with respect to the *Ausgrid Enterprise Agreement 2024* ("the Agreement"):

1. The Dispute Settlement Procedure set out at clause 41 of the Agreement will apply to any disputes relating to the National Employment Standards, in accordance with section 186 of the *Fair Work Act 2009* (Cth).

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

Signature:



Date: 4 February 2025