



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Energy Queensland Limited T/A Ergon Energy Queensland Retail**  
(AG2024/2191)

## **ENERGY QUEENSLAND RETAIL UNION COLLECTIVE AGREEMENT 2024**

Electrical power industry

COMMISSIONER TRAN

MELBOURNE, 2 JULY 2024

*Application for approval of the Energy Queensland Retail Union Collective Agreement 2024*

[1] Energy Queensland Limited T/A Ergon Energy Queensland Retail has applied for approval of an enterprise agreement known as the *Energy Queensland Retail Union Collective Agreement 2024* (the Agreement) under s 185 of the *Fair Work Act 2009* (Act).

[1] The Agreement is a single enterprise agreement.

[2] The Employer has 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.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] I note that Clause 10.5 is inconsistent with the National Employment Standards as it does not provide for circumstances relating to stillbirth or miscarriage as required by s 104(1)(c). I am satisfied that this concern is addressed by the Employer's undertaking.

[5] The Australian Municipal, Administrative, Clerical and Services Union, being a bargaining representative for the Agreement, gave notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) I note that the Agreement covers the organisation.

[6] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 9 July 2024.

[7] In accordance with Clause 1.3, the nominal expiry date of the Agreement is 29 February 2028.



COMMISSIONER

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**Annexure A**

**Undertakings in relation to AG2024/2191 - Energy Queensland Retail Union Collective Agreement 2024 (Fair Work Act 2009 (Cth) – s.190).**

With respect to AG2020/2191 - Energy Queensland Retail Union Collective Agreement 2024, Energy Queensland undertakes to:

1. Read and interpret "Clause 10.5 Compassionate Leave" of the Agreement in conjunction with the National Employment Standards (NES). This includes specifically on the entitlement when the employee, their spouse or de facto partner has a miscarriage or gives birth to a stillborn child. In addition, where there is an inconsistency between this Agreement clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.



Brad Montgomery  
**General Manager Human Resources**  
**Energy Queensland**  
**28 June 2024**

# **Energy Queensland Retail Union Collective Agreement 2024**

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



# TABLE OF CONTENTS

<b>PART 1</b>	<b>PRELIMINARY .....</b>	<b>7</b>
1.1	TITLE.....	7
1.2	PARTIES.....	7
1.3	DURATION .....	7
1.4	APPLICATION .....	7
1.5	WORKPLACE CHANGE AND FLEXIBILITIES.....	8
1.6	DEFINITIONS .....	8
1.7	NO EXTRA CLAIMS.....	9
1.8	OBJECTIVES OF THIS AGREEMENT.....	9
1.9	DISPLAYING OF THIS AGREEMENT.....	9
1.10	EMPLOYMENT SECURITY.....	9
1.11	SALARY MAINTENANCE.....	10
1.12	ANTI- DISCRIMINATION.....	10
<b>PART 2</b>	<b>GRIEVANCES AND DISPUTES .....</b>	<b>12</b>
2.1	GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE.....	12
<b>PART 3</b>	<b>TERMS AND CONDITIONS OF EMPLOYMENT .....</b>	<b>15</b>
3.1	TYPES OF EMPLOYMENT .....	15
3.2	FULL TIME EMPLOYMENT .....	15
3.3	PART TIME EMPLOYMENT.....	15
3.3.1	<i>Agreed Ordinary Hours – Customer Facing Staff</i> .....	16
3.4	CASUAL EMPLOYMENT .....	16
3.4.1	<i>Conversion from Casual Employee to a Permanent Employee</i> .....	16
3.5	FIXED TERM AND SPECIFIED TASK .....	16
3.5.1	<i>Completion of Term Payment</i> .....	16
3.6	POSITION DESCRIPTIONS .....	17
3.7	TERMINATION OF EMPLOYMENT.....	17
3.7.1	<i>Statement of Employment</i> .....	17
3.7.2	<i>Notice of Termination by Energy Queensland</i> .....	17
3.7.3	<i>Notice of Termination by Employee</i> .....	18
3.7.4	<i>Time Off During Notice Period</i> .....	18
3.8	RECOGNITION OF PRIOR EMPLOYMENT .....	18
<b>PART 4</b>	<b>WAGES .....</b>	<b>19</b>
4.1	WAGES PAYMENTS .....	19
4.2	PAYMENT OF SALARY .....	19
4.3	RECOVERY OF OVERPAYMENTS .....	20
	<i>Notification of Overpayment Process</i> .....	20
	<i>Overpayment Repayment Process</i> .....	20
<b>PART 5</b>	<b>ALLOWANCES .....</b>	<b>21</b>
5.1	ALLOWANCES.....	21
5.2	ALL-PURPOSE ALLOWANCES.....	21
5.3	WORKING AWAY FROM HOME .....	21
5.3.1	<i>Period Away from Home</i> .....	21
5.3.2	<i>Provision of Accommodation and Meals</i> .....	21
5.3.2.1	<i>Accommodation Allowance</i> .....	22
5.3.3	<i>Accommodation Standard</i> .....	23
5.3.4	<i>Supplementary Accommodation Allowance</i> .....	23
5.3.5	<i>Communication Expenses</i> .....	24
5.3.6	<i>Laundry</i> .....	24
5.3.7	<i>Overseas Work</i> .....	24
5.4	AVAILABILITY DUTY ALLOWANCE.....	24
5.4.1	<i>Emergency Work</i> .....	25
5.4.2	<i>Employee not on Availability Duty – Public Holiday</i> .....	25
5.5	TRAVEL TIME .....	26
5.6	USE OF OWN VEHICLE .....	26
5.7	HIGHER DUTIES .....	26
5.8	FIRST AID.....	27
5.9	FIRE WARDEN.....	27
5.10	LOCALITY ALLOWANCE .....	27
5.11	ATTRACTION AND RETENTION ALLOWANCE – PROFESSIONAL MANAGERIAL / ADMINISTRATIVE STREAMS.....	28
5.12	WORK IN THE RAIN.....	28
<b>PART 6</b>	<b>SUPERANNUATION .....</b>	<b>29</b>
6.1	SUPERANNUATION .....	29

6.1.1	Defined Contribution (DC) Members .....	29
6.1.2	Brighter Super Defined Benefit Fund (DB) Members.....	29
6.1.3	Death and Total and Permanent Disablement – Insurance Cover.....	29
6.2	INCOME PROTECTION .....	29
<b>PART 7</b>	<b>NON SALARY BENEFITS .....</b>	<b>31</b>
7.1	OPERATIONAL EXPENSES .....	31
7.2	LICENCE FEE REIMBURSEMENT .....	31
7.3	VEHICLE LICENCE FEE REIMBURSEMENT .....	31
7.4	SALARY SACRIFICING .....	31
7.4.1	Salary Sacrifice Principles.....	31
7.4.2	Post Salary Sacrifice .....	31
7.5	INDEMNITY OF EMPLOYEES AGAINST LIABILITY .....	32
7.6	RELOCATION .....	32
7.7	TRANSFER CONDITIONS .....	32
7.8	ACCESS TO COMPUTERS .....	33
7.9	FUNERAL BENEFIT .....	33
7.10	NON-URBAN ATTRACTON AND RETENTION.....	33
<b>PART 8</b>	<b>HOURS OF WORK.....</b>	<b>34</b>
8.1	HOURS OF WORK .....	34
8.2	ROSTERED DAY OFF (RDO) .....	34
8.2.1	Roles Reporting into Customer Facing Retail Operations - RDO .....	34
8.2.2	Banking of Rostered Day Off (RDO) .....	35
8.3	MEAL BREAK .....	35
8.4	REST PAUSES .....	35
8.4.1	Roles Subject to Intraday Scheduling .....	35
8.4.2	Break Flexibility.....	35
8.5	READING TIME .....	36
8.6	TEN (10) DAY ALTERNATIVE EMPLOYMENT ARRANGEMENTS .....	36
8.6.1	Employees Classified at Salary Point 11.0 and above .....	36
8.6.2	Employees below Salary Point 11.0 .....	37
8.6.3	Reversion to General Agreement Provisions .....	38
8.6.4	Appointment of Ten (10) Day Fortnight.....	38
8.7	INDIVIDUAL EMPLOYMENT ARRANGEMENTS.....	38
8.7.1	No Disadvantage.....	38
8.7.2	Hours of Work .....	38
8.7.3	Salary & Loadings .....	38
8.7.4	Market Component.....	39
8.7.5	Performance Incentive .....	39
8.7.6	Remuneration Increases .....	39
8.7.7	Reversion .....	39
8.7.8	Application .....	40
8.7.9	Exemptions.....	40
8.7.10	Dispute Settlement.....	40
8.8	TIME OFF IN LIEU (TOIL) .....	40
8.9	OVERTIME .....	40
8.9.1	Weekends .....	41
8.9.2	Recalls.....	41
8.9.3	Payment for Out of Hours Communication.....	41
8.9.3.1	Support Role Emergency Situations .....	41
8.10	CRIB BREAK & OVERTIME MEAL ALLOWANCE .....	41
8.11	BREAKS AFTER OVERTIME .....	42
8.12	CANCELLATION OF PLANNED OVERTIME .....	43
<b>PART 9</b>	<b>SHIFT WORK .....</b>	<b>44</b>
9.1	SHIFT DEFINITIONS.....	44
9.2	SHIFT WORK.....	44
9.3	SHIFT PENALTIES .....	44
9.3.1	Shift Loadings.....	44
9.3.2	Weekend Penalties.....	44
9.4	ESTABLISHMENT OF SHIFT ROSTERS .....	44
9.5	SHORT TERM SHIFT ARRANGEMENTS .....	45
9.5.1	Short Term Shift Loadings .....	45
9.6	OVERTIME PENALTIES AND MINIMUM PAYMENT .....	45
9.7	BREAKS BETWEEN ROSTERED ATTENDANCES .....	45
9.7.1	Extended Breaks – Shift Workers.....	45

<b>PART 10</b>	<b>LEAVE .....</b>	<b>46</b>
10.1	ANNUAL LEAVE .....	46
10.1.1	Excess Annual Leave .....	47
10.1.2	Preservation of Five (5) Weeks Annual leave .....	47
10.1.3	Illness Whilst on Annual Leave.....	47
10.1.4	Annual Leave Loading.....	47
10.2	PERSONAL LEAVE .....	48
10.2.1	Concessional Personal Leave.....	49
10.2.2	Concessional Personal Leave - Returned Service Personnel .....	49
10.3	SPECIAL CIRCUMSTANCES LEAVE .....	49
10.3.1	Family and Domestic Violence Leave .....	49
10.3.2	Additional Health and Wellbeing Special Leave .....	50
10.3.3	Additional Mental Health Special Leave .....	50
10.3.4	Special Leave – Additional Parental Leave.....	50
10.4	CARER'S LEAVE.....	50
10.4.1	Use of Personal Leave .....	50
10.4.2	Alternative Carers Leave Arrangements .....	51
10.5	COMPASSIONATE LEAVE.....	51
10.6	PARENTAL LEAVE .....	52
10.6.1	Parental Leave and Other Leave Entitlements .....	53
10.6.5	Nature of Part-Time work .....	54
10.7	LONG SERVICE LEAVE .....	54
10.7.1	Entitlement .....	54
10.7.2	Entitlement on Termination of Employment.....	55
10.7.3	Service Recognised for Long Service Leave .....	55
10.7.4	Casual Employees – Service and Continuity of Service.....	55
10.7.5	Periods of Absence Without Pay That Count As Service.....	56
10.7.6	Calculation of Long Service Leave – Full-Time and Part-Time Employees.....	56
10.7.7	Calculation of Long Service Leave – Casual Employees.....	56
10.7.8	Casual Employees—Conversion to Full Time Equivalent.....	56
10.7.9	Energy Queensland's Right to Refuse or Defer Long Service Leave.....	57
10.7.10	Minimum Period .....	57
10.7.11	Energy Queensland's Right to Recall an Employee from Long Service Leave.....	57
10.7.12	Public Holidays During Long Service Leave .....	57
10.7.13	Illness During Long Service Leave.....	57
10.7.14	Preservation of Particular Existing Rights.....	57
10.7.15	Long Service Leave at Half Pay.....	58
10.8	PUBLIC HOLIDAYS INCLUDING LABOUR DAY .....	58
10.8.1	Employees Who Do Not Work Monday to Friday of Each Week .....	58
10.8.2	Labour Day.....	59
10.8.3	Agricultural/Horticultural/Industrial Show Public Holiday.....	59
10.8.4	Double Time and a Half.....	59
10.8.5	Payment for Work Performed Outside Ordinary Hours on a Public Holiday .....	59
10.8.6	Stand Down.....	59
10.8.7	Public Holiday Meal Allowances .....	59
10.9	PURCHASED LEAVE .....	59
10.10	LEAVE WITHOUT PAY .....	60
10.11	CULTURAL LEAVE .....	60
10.12	JURY SERVICE .....	60
10.13	FOSTER CARER'S LEAVE.....	61
10.14	NATURAL DISASTER LEAVE.....	61
<b>PART 11</b>	<b>FLEXIBLE WORKING INITIATIVES.....</b>	<b>62</b>
11.1	FLEXIBLE WORKING INITIATIVES .....	62
11.2	JOB SHARING .....	62
11.3	WORKING FROM HOME .....	62
11.4	PART TIME STUDY LEAVE ARRANGEMENTS .....	63
11.5	TRANSITION TO RETIREMENT ARRANGEMENTS .....	63
11.6	INDIVIDUAL FLEXIBILITY ARRANGEMENTS .....	64
11.7	WORKFORCE PLANNING ISSUES.....	64
11.7.1	Diversity in the Workplace.....	65
11.8	DISABILITY MANAGMENT .....	65
11.8.1	Referral for Case Management.....	65
11.8.2	Disability Case Management Process .....	65
<b>PART 12</b>	<b>TRAINING AND DEVELOPMENT .....</b>	<b>68</b>
12.1	TRAINING AND DEVELOPMENT.....	68



CONTINUOUS PROFESSIONAL DEVELOPMENT .....	68
12.2 TRAINING COMMITTEE .....	68
<b>PART 13 AGREEMENTS.....</b>	<b>70</b>
13.1 CONSULTATIVE ARRANGEMENTS .....	70
13.1.1 Consultation.....	70
13.2 INDUSTRIAL ORGANISATION REPRESENTATIVES .....	71
13.3 UNION DELEGATES TRAINING AND ADDITIONAL LEAVE .....	72
13.4 NATURAL DISASTER WORKING ARRANGEMENTS .....	72
13.5 RETAIL WORKING INITIATIVES.....	72
13.6 CLASSIFICATION STRUCTURE REVIEW .....	73
13.6.1 Salary Progression.....	73
13.7 SECURITY OF CRITICAL INFRASTRUCTURE (SOCI) ACT .....	73
13.8 EMPLOYEE BENEFITS REVIEW.....	73
<b>PART 14 SAFETY .....</b>	<b>74</b>
14.1 SAFETY COMMITTEE .....	74
14.2 SURVEILLANCE .....	74
14.3 IMPROVED EMPLOYEE WELLBEING AND ORGANISATIONAL HEALTH .....	74
14.3.1 Mental Health in the Workplace.....	74
14.4 REIMBURSEMENT FOR ANNUAL SKIN CHECK.....	75
14.5 PRIVACY .....	75
<b>SCHEDULE 1 ENERGY QUEENSLAND RETAIL SALARIES.....</b>	<b>76</b>
SCHEDULE 1A.....	76
1A.1 ADMINISTRATIVE AND PROFESSIONAL & MANAGERIAL STREAM – BASE RATES.....	76
SCHEDULE 1B.....	79
1B.1 ADMINISTRATIVE AND PROFESSIONAL MANAGERIAL STREAM – ADMINISTRATIVE EMPLOYEE .....	79
1B.2 ADMINISTRATIVE AND PROFESSIONAL MANAGERIAL STREAM – PROFESSIONAL MANAGERIAL .....	80
SCHEDULE 1C.....	82
1C.1 ADMINSTRATIVE AND PROFESSIONAL MANAGERIAL STREAM – ADMINISTRATIVE EMPLOYEES.....	82
1C.2 ADMINISTRATION STREAM – ADMINISTRATIVE TRAINEE SALARIES .....	87
1C.3 PROFESSIONAL MANAGERIAL .....	88
<b>SCHEDULE 2 REDUNDANCY PROVISIONS .....</b>	<b>92</b>
<b>SCHEDULE 3 CLASSIFICATION STRUCTURE .....</b>	<b>96</b>

## **PART 1 PRELIMINARY**

### **1.1 TITLE**

This Agreement will be known as the *Energy Queensland Retail Union Collective Agreement 2024*, referred to as 'the Agreement'.

This Agreement replaces the *Energy Queensland Retail Union Collective Agreement 2020*.

### **1.2 PARTIES**

The Parties to the Agreement are:

- *Energy Queensland Limited* (ACN 612 535 583);
- *Ergon Energy Queensland Pty Ltd* (ACN 121 177 892); and
- Australian Municipal, Administrative, Clerical and Services Union (The Services Union).

Parties may make an application to be covered by this Agreement in accordance with the *Fair Work Act 2009* (Cth).

### **1.3 DURATION**

This Agreement will take effect and be operative from seven days after approval of agreement and will nominally expire on the 29 February 2028. This Agreement will continue in force after its nominal expiry date until such time as it is replaced or terminated in accordance with the *Fair Work Act 2009* (Cth).

The Parties agree to commence discussions for any replacement agreement at least six (6) months prior to the nominal expiry date of this Agreement.

### **1.4 APPLICATION**

This Agreement applies to:

- Energy Queensland Limited (ACN 612 535 583) and Ergon Energy Queensland Pty Ltd (ACN 121 177 892);
- Employees of Energy Queensland Limited and its related bodies corporate unless otherwise expressly stated who are employed in, or in connection with any calling, trade, craft, vocation or profession referred to in the classification structure as contained in this Agreement, and whose position is within the Retail division of EQL; and
- The Unions signatory to this Agreement.

This Agreement does not apply to:

Employees of Energy Queensland and its related bodies corporate who are paid a salary for the purposes of superannuation which exceeds 115% of the rate prescribed for Salary Point 16.5 (nine (9) day fortnight) contained in Schedule 1 of this Agreement; or Employees who are covered by *Energy Queensland Union Collective Agreement 2024*.

Electricity Regulation

Energy Queensland will continue to apply the provisions of Chapter 8 of the *Electricity Regulation 2006* (Qld).

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

## 1.5 WORKPLACE CHANGE AND FLEXIBILITIES

The parties recognise that change may occur during the life of this Agreement. In addition to the provisions of this clause, the parties will maintain the consultative mechanisms as outlined in this Agreement to help facilitate change.

The parties will address the introduction of new working arrangements, which require the variation of conditions of employment as contained in this Agreement, by application of the following principles and process:

- a. The parties acknowledge that there is a business requirement to have flexibility, responsiveness and mobility of its workforce to meet customer needs and operational requirements. At times these challenges may need changes to employee working conditions. Where changes are required to employees' current conditions, these will be addressed in a consultative and cooperative manner with employees directly affected. Consultation will occur with all directly affected employees and their nominated employee representatives.
- b. Where consultation has been unable to resolve the matter the following process will apply:
  - i. The directly affected employees and their nominated representative(s) will negotiate and develop a suitable proposal; and
  - ii. Prior to implementation of the proposal, agreement must be reached with at least 60% of the directly affected employees.
  - iii. Any variation of conditions of employment contained in this Agreement will have no application until lodged in accordance with the Act.

Where the parties agree, this process may be applied to other workplace change initiatives outlined in this Agreement that would directly affect employees in terms of conditions, entitlements and career opportunities.

The consultative processes may provide an appropriate mechanism for consideration of matters relevant to this clause. Nominated employee representatives at the place of work may be involved in such discussions.

The variation of conditions of employment as contained in this Agreement will have no application until varied in accordance with the requirements of the Act.

## 1.6 DEFINITIONS

In order to ensure clarity in the intent of this Agreement, a list of definitions for terms utilised in this Agreement is set out below, where they are used throughout the Agreement they will appear in italics:

**Act** means the *Fair Work Act 2009* (Cth).

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

**All Purpose Allowance** means an allowance that is added into the employee's base rate of pay as prescribed in Schedule 1 - Energy Queensland Retail Salaries as applicable for the calculation of payments for Overtime, Personal Leave, Annual Leave, Long Service Leave, Completion of Term Payment, Superannuation and Retrenchment Payments unless otherwise stated.

**Base Rates** means the rate of pay as specified in Schedule 1 of this Agreement.

**Consultation** means the timely exchange of relevant information and ideas in such a manner that the Parties have the actual and genuine opportunity to influence the outcome.

**Crib Break** means a paid break and only occurs in overtime situations including emergency, recall, overtime worked after ordinary ceasing time Monday to Friday and emergency work on weekends where the overtime continues for more than one hour.

**Meal Break** means an unpaid break usually taken as a lunch break during ordinary hours of work and for planned O/T worked on Saturday and/or Sunday and / or RDO.

**Nominated Employee Representative** means a person/agent or employee (other than a legal representative) nominated employee representative or elected by the employee/s to act on their behalf. This can include nominated employee representative union delegates.

**Energy Queensland** means Energy Queensland Limited.

**Fixed Term** means a specified period of time clearly identified by the term of the employment contract where the time of commencement and the time of completion are detailed, as per *Fair Work Act 2009* (Cth).

**Mutual Agreement** means an Agreement, which has been arrived at between directly affected employees and relevant management without duress being applied to either party.

**Specified Task** means employment for a specific project, task or undertaking, and for which the employment contract will specify the circumstances, event, or criteria on which the employment will terminate.

**Status Quo** means the circumstances that prevailed immediately prior to any change being implemented.

## **1.7 NO EXTRA CLAIMS**

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

## **1.8 OBJECTIVES OF THIS AGREEMENT**

The objectives of this Agreement are to provide equitable conditions of employment for employees covered by this Agreement, to ensure that consultation is maintained and provide enhanced dealings in-between the parties whilst providing organisational flexibility. This also includes attracting and retaining a highly skilled workforce to deliver the evolving program of work and successfully deliver improved productivity and efficiency over the life of the agreement.

Energy Queensland and the industry unions also recognise the benefits of collective bargaining and the mutual benefits in working together to adapt and evolve to match the pace of our energy world, with and through people; creating the workforce and culture needed to deliver success for Queensland communities, customers and the business.

## **1.9 DISPLAYING OF THIS AGREEMENT**

A copy of this Agreement will be exhibited in a conspicuous and convenient place in each workplace so that it can be easily read by all employees.

Hard copies of this Agreement will be available in the workplace and electronic copies will be available through the Energy Queensland intranet. In addition, Energy Queensland will, within the first six (6) months of this Agreement being approved ensure that booklet style copies of this Agreement are printed and made available to all employees on request.

## **1.10 EMPLOYMENT SECURITY**

There will be no forced retrenchments for the life of the Agreement.

The agreement to have no forced retrenchments depends upon the employee accepting reasonable retraining and redeployment to suitable alternative employment within their current locality to the extent that would not require a move of residence or travel further than fifty (50) kilometre radius of their original work location.

Where suitable alternative employment is identified and would require the need for an employee to permanently relocate to another work location as per the above clause. Energy Queensland will consult with the employee prior to redeployment. Energy Queensland will give genuine consideration to matters raised about the redeployment by the employee and/or their union representative.

## **1.11 SALARY MAINTENANCE**

An employee whose position is made redundant during the life of this Agreement and is redeployed into a suitable alternative position will have their salary maintained without reduction, including future Agreement increases for the tenure of their employment.

Where an employee is redeployed, their salary for superannuation purposes will exclude shift Allowances unless applicable to the new position with the exception of an employee on aggregated salary arrangements who will maintain their aggregated salary.

If, following notice of their position being made redundant and prior to being redeployed, an employee is successful in attaining another position through a recruitment and selection process their salary will be maintained without reduction including future Agreement increases for the tenure of their employment.

If, following redeployment, an employee is successful in attaining another position through a recruitment and selection process the salary, terms and conditions of their new position will apply.

## **1.12 ANTI- DISCRIMINATION**

It is the intention of the Parties to this Agreement to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* (Qld) as amended from time to time, which includes:

- Discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- Sexual harassment; and
- Racial and religious vilification.

Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure, the Parties to this Agreement must take reasonable steps to ensure that the provisions of this Agreement are not directly or indirectly discriminatory in their effects.

Under the *Anti-Discrimination Act 1991* (Qld) it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this Clause is to be taken to affect:

- Any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991* (Qld).

An employee, Energy Queensland or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

## **1.13 QUEENSLAND ELECTRICITY SECTOR TRANSFORMATION**

1.13.1 The signatories to the Agreement are committed to the Queensland Energy and Jobs Plan Queensland Energy Workers' Charter and the Energy Industry Council (the Charter and the EIC) as the mechanism to manage change.

1.13.2 Over the life of this Agreement, the Charter and the EIC, while independent of the Agreement, may identify and progress initiatives to realise the benefits and mitigate the impacts of the energy sector transformation.

1.13.3 Initiatives arising out of the Charter and the EIC may impact on the operation of the Agreement.

1.13.4 Accordingly, the signatories to the Agreement commit to reviewing this Agreement from time to time and make agreed changes where necessary to facilitate initiatives referenced in

subclause 1.13.2, provided that such changes are incorporated in this Agreement in accordance with the Fair Work Act 2009.

- 1.13.5 The Charter is not incorporated as a term of this Agreement, and disputes or issues arising out of the terms of, or application of the Charter will be dealt with within the consultative process within the Charter and not under the dispute resolution procedures in this Agreement.

## **PART 2 GRIEVANCES AND DISPUTES**

### **2.1 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE**

#### **General**

- 2.1.1 The matters to be dealt with in this procedure include all grievances or disputes between an employee(s) and Energy Queensland in respect to this Agreement, the National Employment Standards and any other employment matters. This also includes any disputes relating to contested position appointments or issues relating to the composition of the workforce. This procedure applies to a single employee or to any number of employees.
- 2.1.2 Whilst the procedure in this Clause is being followed, normal work will continue except in the case of a genuine safety issue directly affecting the performance of the work.
- 2.1.3 The status quo will be maintained whilst the procedure in this Clause is being followed. In this Clause, status quo means the circumstances that prevailed immediately prior to the disputed issue being notified. The status quo will not be unreasonably used to frustrate or delay a recruitment process or change process commenced under the consultation provisions of this Agreement.
- 2.1.4 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it will be open to any party to the dispute to give notification of a dispute to the Fair Work Commission.

#### **Internal Resolution Process**

- 2.1.5 In the event of an employee having a grievance or dispute, the employee will in the first instance attempt to resolve the matter with the immediate supervisor, who will respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
- 2.1.6 If the grievance or dispute is not resolved under Clause 2.1.5, the employee or, if the employee so chooses, the employee's nominated employee representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within twenty (24) hours after the request by the employee or the employee's nominated employee representative.
- 2.1.7 If the grievance involves allegations of unlawful discrimination by a supervisor, the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at Clause 2.1.9.
- 2.1.8 If the grievance or dispute is still unresolved after discussions mentioned in Clause 2.1.5 and 2.1.6, the matter will be reported to the relevant Energy Queensland senior management. This should occur as soon as it is evident that discussions under Clause 2.1.5 and 2.1.6 will not likely result in resolution of the dispute

#### **Referral to the Fair Work Commission**

- 2.1.9 If the grievance or dispute remains unresolved after the parties to the dispute have genuinely attempted to reach a resolution in accordance with Clauses 2.1.5 to 2.1.8, either party to the dispute may refer the grievance or dispute to the Fair Work Commission under the Act for resolution.
- 2.1.10 In conducting the dispute resolution process, the Fair Work Commission is empowered to take such action as is appropriate to assist the parties to resolve the matter.

- 2.1.11 The Fair Work Commission must, as far as is practicable, act:
- a. Without delay;
  - b. In a way that avoids unnecessary technicalities and legal forms; and
  - c. In accordance with this Agreement.
- 2.1.12 Each party to this dispute resolution process commits to require/and or direct the attendance of any person or persons in their respective employ at any proceeding the Fair Work Commission may convene if the Fair Work Commission considers that person or persons would be of assistance in the determination of the industrial dispute. Failure to honour such commitment may be taken into account by the Fair Work Commission in arbitrating the dispute.
- 2.1.13 Each party to this dispute resolution process commits to produce to the Fair Work Commission any documents, books, records or other items not subject to legal professional privilege as the Fair Work Commission may require, to assist it to conciliate and/or arbitrate an industrial dispute. Failure to honour such commitment may be taken into account by the Fair Work Commission in arbitrating the dispute.
- 2.1.14 The parties to this dispute resolution process may be represented by an agent appointed in writing.
- 2.1.15 During the process of conciliation, the Fair Work Commission may only permit a party to the dispute or person to be represented by a lawyer, if and only if, all parties to the grievance or dispute consent. However, during arbitration and/or the appeal process either party may seek leave from the Fair Work Commission to be legally represented. In considering the granting of such leave, the Fair Work Commission must be satisfied of the benefits of having legal representation, having regard to the matter the proceedings relate to, that there are special circumstances that make it desirable for the party to the dispute to be legally represented and that the party to the dispute can only be adequately represented by a lawyer.
- 2.1.16 Where the parties to a dispute are unable to reach agreement, the Fair Work Commission may make recommendation/s about the issue/s in dispute.
- 2.1.17 Within three (3) working days of the Fair Work Commission making such recommendation/s, the parties to the dispute are to inform the Fair Work Commission whether or not they intend to comply with the recommendation/s.
- 2.1.18 Where either party to the dispute has either failed to inform the Fair Work Commission that they intend to comply with the recommendation/s within three working days or has advised the Fair Work Commission that they do not intend to comply with the recommendation/s, the Fair Work Commission will at the request of either party to the dispute list the matter for arbitration.

### **Arbitration by the Fair Work Commission**

- 2.1.19 In the event the matter is not resolved through conciliation and proceeds to arbitration either party to the dispute may request another member of the Fair Work Commission to arbitrate and hand down a binding decision. In arbitrating the matter, the Fair Work Commission will give the parties an opportunity to be heard formally on the matter(s) in dispute.
- 2.1.20 In making its decision the Fair Work Commission:
- a. will have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation or mediation;
  - b. will be governed in its decisions by equity, good conscience and the substantial merits of the case;
  - c. will not be bound by technicalities, legal forms or rules of evidence; and
  - d. may inform itself on any matter it considers appropriate to resolve the grievance or dispute.
- 2.1.21 After the hearing, the Fair Work Commission will provide the decision in writing to the parties to the dispute as quickly as practicable.



### **Appeal following Arbitration**

2.1.22 Where either party to the dispute is dissatisfied with a decision of the Fair Work Commission they may appeal the decision on a question of law to the Full Bench of the Fair Work Commission.

2.1.23 The appeal will be subject to any applicable procedures of the Fair Work Commission.

2.1.24 An appeal against a decision must be commenced within twenty-one (21) days after:

- a. If the decision is given at a hearing - the announcement of the decision at the hearing; or
- b. If the decision is given through the registrar - the release of the decision.

The Fair Work Commission is not to permit any extensions to the twenty-one (21) day time limit.

2.1.25 An appeal is by way of rehearing on the record. However, the Fair Work Commission may hear evidence afresh, or hear additional evidence, if it considers it appropriate to effectively dispose of the appeal.

2.1.26 The Full Bench may:

- a. Dismiss the appeal; or
- b. Allow the appeal, set aside the decision and substitute another decision; or
- c. Allow the appeal and amend the decision; or
- d. Allow the appeal, suspend the operation of the decision and remit the grievance or dispute, with or without directions, to the Fair Work Commission,

(i) For report to the Full Bench; or

(ii) To act according to law.

### **Costs**

2.1.27 Each party to the dispute will, at each stage of the procedure outlined in this Clause, bear its own costs.

## **PART 3 TERMS AND CONDITIONS OF EMPLOYMENT**

### **3.1 TYPES OF EMPLOYMENT**

Employees covered by this Agreement will be advised in writing of their employment category upon appointment. Under the terms of this Agreement, Energy Queensland may offer the following types of employment:

- Full time;
- Part time;
- Casual.

For full time or part time employees, the following employment arrangements exist:

- Permanent;
- Fixed Term; and
- Specified Task.

The above employment arrangements should be considered prior to the engagement of labour hire resources. Consultation will occur with the relevant Parties where labour hire resources are to be utilised for periods in excess of three (3) months.

### **3.2 FULL TIME EMPLOYMENT**

Employees engaged on a Full Time basis will be employed to work 36 ordinary hours per week (which will be worked over 72 hours per fortnight) or in accordance with Alternative Employment Arrangements or Shift Work Arrangements as defined under this Agreement.

### **3.3 PART TIME EMPLOYMENT**

Energy Queensland requires a part time employee to work for a minimum of three (3) consecutive hours on any day which work is to be performed less than 36 hours per week (or equivalent of a nine day fortnight) and 15 hours minimum per week.

A part time employee is an employee who has reasonably predictable hours of work; and receives on a pro rata basis, equivalent pay and conditions to those of full time employees covered by this Agreement.

At the time of appointment, Energy Queensland and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times. These original arrangements may be later varied by Mutual Agreement between the employee and Energy Queensland.

Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time employees.

The agreed number of ordinary hours per week will not be varied without the consent of the employee. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

All time worked outside the spread of ordinary working hours and all time worked in excess of the hours as mutually arranged will be overtime and paid for at the rates in this Agreement.

Where a public holiday falls upon on a day which an employee normally works, the employee will be paid the appropriate rate for the number of hours normally worked on that day.

Where an employee and Energy Queensland agree in writing, part time employment may be converted to full time, and vice-versa. If such an employee transfers from full time to part time (or vice-versa), all accrued leave entitlement balances will be maintained. Following transfer to part time employment accrual of leave will occur on a pro rata basis.

### **3.3.1 Agreed Ordinary Hours – Customer Facing Staff**

Notwithstanding the provisions above, for employees working within the Retail Operations environment additional hours worked above the agreed ordinary hours per week will be paid at ordinary time. The payment of overtime will be subject to the additional hours resulting in the employee working in excess of that provided for in Clause 8.1 (Hours of Work). All time worked as such will be overtime and paid for at the rates in this Agreement.

Any additional agreed ordinary hours will count towards accrual of leave on a pro rata basis.

### **3.4 CASUAL EMPLOYMENT**

A casual employee will mean an employee who is engaged by the hour on an as required basis.

The following conditions will be applicable to casual employees:

- The ordinary hours will not exceed 8 hours per day between the hours of 6.00 a.m. and 6.30 p.m. Monday to Friday.
- A casual employee will be paid at the rate of 25 percent (25%) per hour in addition to the ordinary hourly rates with a minimum payment of two (2) hours for each engagement.
- All time worked in excess of 8 hours per day or outside the spread of hours will be paid at the appropriate overtime rate.

#### **3.4.1 Conversion from Casual Employee to a Permanent Employee**

Casual employees, who have worked on a regular and systematic basis for a period exceeding 6 month's continuous service, will have the option to apply for conversion to a permanent part time or permanent full time. If Energy Queensland agrees (and such agreement will not be unreasonably withheld), the minimum hours of work on appointment will be calculated on the average of the hours worked each week over the preceding six (6) month period.

Prior to the completion of six (6) months continuous service, Energy Queensland will provide notice to a casual employee regarding the above option.

### **3.5 FIXED TERM AND SPECIFIED TASK**

Energy Queensland may appoint Fixed Term or Specified Task employees in circumstances where the appointment is for a nominal period up to twenty-four (24) calendar months.

Following consultation with the relevant Nominated Employee Representatives this period may be extended to a longer period, to cover the following situations, as per the *Fair Work Act 2009* (Cth):

- Where employees are temporarily absent from work as a result of being on an approved form of leave, temporary transfer or secondment, or where the permanent incumbent is temporarily back-filling in another role;
- Where specialist skills are sought that are beyond the capability of existing employees, and that once the work is completed there will not be an on-going need for the work to be performed;
- Where essential work is required during an emergency or a period of peak demand.

Where an existing, permanent employee is seconded to perform a specific task or tasks or for a Fixed Term period, the employee will on completion be redeployed to a suitable alternative position commensurate with their skills and competency or, if available, their previous position.

Where, at the time of appointment any Specified Task is reasonably likely to extend beyond twenty-four (24) calendar months, the Parties agree that such positions will be filled by a person employed as a permanent employee.

#### **3.5.1 Completion of Term Payment**

On completion of a Fixed Term or Specified Task engagement (minimum of twelve months) where the employment terminates, an ex-gratia “**Completion of Term Payment**” (CTP) will be payable as follows to the employee:

- Three (3) weeks per year of service, together with a proportionate amount for an incomplete year of service;
- Pro-rata Annual Leave is paid to the date of termination less any Annual Leave taken; and
- Long Service Leave (LSL) at the rate of 1.3 weeks per completed year of service and pro-rata will be paid for an incomplete year of service up to the date of termination less any LSL taken.

The Completion of Term Payment does not apply to a trainee under a traineeship.

### **3.6 POSITION DESCRIPTIONS**

All offers of employment will include an up to date position description.

Energy Queensland provide a commitment to having current position descriptions for all jobs within Energy Queensland's operations. Advertised positions will be accompanied by position descriptions in all circumstances.

Position descriptions should be regularly reviewed to determine if the duties, key accountabilities, or reporting responsibilities have changed. The position description should be updated to reflect any changes.

The review of individual position descriptions should occur at least annually and be discussed as part of the annual performance review process. The review process will be in consultation with the employee on any proposed changes and amendments to be made to the position description and provided to the employee and placed on their personnel file.

If the accountabilities, responsibilities or skill requirements of the position change sufficiently to warrant a possible reclassification, the position description will need to be re-evaluated and determined within an agreed timeframe to assess whether the current classification level and therefore salary, is still appropriate for the position.

If the position is re-evaluated at a lower or higher classification, the outcomes and reasons will be communicated in a timely manner in writing to the employee or employees affected.

### **3.7 TERMINATION OF EMPLOYMENT**

#### **3.7.1 Statement of Employment**

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

#### **3.7.2 Notice of Termination by Energy Queensland**

Energy Queensland will give the following period of continuous notice in terminating the employment of an employee:

<b>Period of Continuous Service</b>	<b>Period of Continuous Notice</b>
Not more than 1 year	1 week
More than 1 year, but not more than 3 years	2 weeks
More than 3 years, but not more than 5 years	3 weeks
More than 5 years	4 weeks

The employee cannot be directed by Energy Queensland to utilise their annual leave in lieu of serving the notice period.

In addition to the above notice, employees over 45 years of age at the time of giving of notice and with not less than two (2) years' continuous service will be entitled to an additional week's notice.

Payment in lieu of notice will be made if the appropriate notice is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.

Compensation must at least equal the total of the amount Energy Queensland would have been liable to pay the employee if the employees' employment had continued until the end of the required notice period.

The total must be calculated on the basis of:

- The ordinary time rate of pay for the employee; and
- The amounts payable to the employee for the hours, including (for example) Allowances, loadings and penalties; and
- Any other amounts payable under the employee's contract of employment.

The period of notice will not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees or employees other than permanent engaged for a Fixed term or Specified Task.

### **3.7.3 Notice of Termination by Employee**

An employee will give Energy Queensland one (1) weeks' notice of termination of employment. If an employee fails to give notice Energy Queensland will have the right to withhold one week's wages due to the employee.

### **3.7.4 Time Off During Notice Period**

During the period of notice of termination given by Energy Queensland, the employee will be allowed up to one (1) days' time off without loss of pay for each week of notice (up to a maximum of four (4) days) for the purpose of seeking other employment. This time off will be taken at times that are convenient to the employee after consultation with Energy Queensland.

## **3.8 RECOGNITION OF PRIOR EMPLOYMENT**

Except in the case of a casual employee and employees who have been paid retrenchment benefits following redundancy, an employee who resigns and is subsequently re-employed by Energy Queensland within a twenty-four (24) month period, will have the immediate period of prior service recognised as continuous service, for example long service leave, time in non-urban location.

## **PART 4 WAGES**

### **4.1 WAGES PAYMENTS**

This Agreement provides for the following guaranteed compounding salary increases:

- From 1 March 2024 a 4.5% wage adjustment;
- From 1 March 2025 a 4.5% wage adjustment;
- From 1 March 2026 a 3.5% wage adjustment; and
- From 1 March 2027 a 3.0% wage adjustment.

The Parties have agreed to a review over the life of this Agreement based on the movement in CPI over the full term of this Agreement and adjust base rate where CPI has moved by a higher total percentage amount than the base rate increases provided by this Agreement (16.42%), plus the Attraction and Retention Allowance.

Such adjustment will take the form of an increase by the percentage necessary to ensure that base rates have moved by at least the same amount as CPI over the term of this Agreement and will be payable prospectively from the last pay period within the nominal term of this Agreement.

**CPI** means Consumer Price Index, Australia (Australian Bureau of Statistics Cat. No. 6401.0) for Capital City Brisbane, percentage change in the index from the last quarter reported prior to certification to the equivalent quarter four (4) years later.

### **4.2 PAYMENT OF SALARY**

Employees' salaries will be paid to the employees' nominated account(s), up to a maximum of four (4) accounts with any bank, credit union, permanent building society or other financial institution each fortnight. Energy Queensland will meet the costs incurred in the payment of salary into an employees' nominated account(s), excluding any personal account fees and the like. For the purpose of calculating the amount payable fortnightly, the annual salary will be divided by 26.

All pays, except early termination cases, will be transferred into the nominated accounts no later than one (1) hour before close of business on the Thursday following the close of the pay period.

Where an action by Energy Queensland has directly resulted in employees not having their full base pay deposited in their nominated financial account(s) by close of business on the recognised pay day Energy Queensland will process this payment within two (2) working days from the error being identified.

Further, Energy Queensland will reimburse the affected employees any substantiated additional direct charges incurred by the delay. As an example, an additional penalty imposed by a financial institution due to a home loan payment not being deducted from the employee's account, due to insufficient funds caused by Energy Queensland delay, will attract reimbursement.

Where overtime and/or penalties are not paid in the applicable pay cycle, payments owing will be made in the following fortnightly pay cycle.

If the oversight is the result of an employer omission or error (for example, a system error or other error outside the affected employee's control) and the amount owing is causing financial concern to the employee, Energy Queensland will arrange an off-cycle payment (the week between fortnightly pay runs) on the request of the employee.

Energy Queensland recognises that personal circumstance, such as demonstrated financial concern, may warrant consideration of an off-cycle payment to be made in other circumstances.

Energy Queensland will continue providing employees access to a fully itemised Pay and Time statement each pay fortnight in addition to their ordinary payslip.

### **4.3 RECOVERY OF OVERPAYMENTS**

Where an employee receives an overpayment, Energy Queensland will provide the full details (including the reason, period and monetary amount) of the overpayment to the employee.

A reasonable repayment schedule will then be discussed and implemented following consultation and agreement between Energy Queensland and the employee that balances the Energy Queensland financial requirements of recovering the amounts that were not due over a reasonable timeframe, without imposing undue financial hardship.

Recovering any overpayment of entitlements will be for a period of up to two (2) years from the date the overpayment is identified, less any substantiated costs incurred by the employee as the sole result of the overpayment.

Notwithstanding the above, Energy Queensland reserves the right to reclaim amounts paid in error for a period of greater than two (2) years in instances where the employee was responsible for the overpayment occurring or could have reasonably been expected to know there was an overpayment occurring and failed to notify Energy Queensland.

No repayment recovery arrangement will commence unless a formal agreement in writing detailing the amount to be recovered and the duration has been documented and agreed by Energy Queensland and the employee. Such agreement will not be unreasonably withheld by either party.

Notwithstanding the above, overpayments may require an approach to recover overpayments to be managed jointly by Payroll and Industrial Relations in consultation with relevant unions.

#### **Notification of Overpayment Process**

- After identification and calculation of the overpayment, Payroll will contact the employee to advise of the overpayment amount.
- Payroll will provide the full details (including the reason, period, and monetary amount) of the overpayment to the employee.

#### **Overpayment Repayment Process**

- Payroll will provide advice to the employee regarding the overpayment and discuss a reasonable repayment plan.
- Where a recovery plan is agreed Payroll will arrange for repayment to be deducted, as agreed, from the employee's next and subsequent pays.
- Payments will continue to be automatically deducted via the payroll system until amount is repaid in full.

In the event that a deduction for an overpayment is made without mutual agreement of the employee, Energy Queensland will reimburse the employee the deducted amount in full and the above-mentioned process will be undertaken.

Energy Queensland will reimburse the affected employee any substantiated additional direct charges incurred due to insufficient funds caused by the unauthorised deduction.

## **PART 5 ALLOWANCES**

### **5.1 ALLOWANCES**

The following Allowances apply (as applicable) to employees covered by this Agreement:

- Availability Duty Allowance (ADA)
- First Aid Allowance
- Fire Warden Allowance
- Chief Fire Warden Allowance
- Overtime Meal Allowance
- Locality Allowance
- Working Away from Home Allowances:
  - Meals (Breakfast, Lunch, Dinner)
  - Incidental Allowance
  - Supplementary Allowance

### **5.2 ALL-PURPOSE ALLOWANCES**

The following All-Purpose Allowance applies to employees covered by this Agreement:

- Attraction and Retention Allowance (Professional Managerial/ Administrative Stream)

### **5.3 WORKING AWAY FROM HOME**

Employees who are required to work away from their normal place of work, which requires an overnight absence, will do so in accordance with the terms and conditions of this clause.

Energy Queensland is committed to work life balance and where practicable employees will not be required to work away from home and will commute where reasonable.

#### **5.3.1 Period Away from Home**

Energy Queensland will not normally require employees to work away from home for more than two (2) consecutive weeks without returning home. Energy Queensland will meet the costs of time and travel to home and return every two (2) weeks. Notwithstanding that the employees and project supervisor may mutually agree shorter or longer periods.

Energy Queensland employees when working away from home for continuous periods exceeding one (1) week, may return to their home base on weekends prior to completion of the Scheduled work. Any such arrangements will be by Mutual Agreement between the employee and relevant supervisor and any travel will be in the employee's own time.

#### **5.3.2 Provision of Accommodation and Meals**

Energy Queensland will provide meals and accommodation (full board) to the identified standard when employees are required to work away from their normal place of work, (except as provided in Clause 5.3.2.1). Where Energy Queensland provides meals, they shall be of a suitable choice, quality and quantity to meet the varying tastes and nutritional needs of employees.

Employees can elect to receive a meal allowance in lieu of meals arranged and provided by Energy Queensland. Notwithstanding this, where there is insufficient availability of suitable meals in the immediate area for employees to access, Energy Queensland will provide meals. In these circumstances employees will not be able to claim the meal allowance.

Where allowances are provided to employees, the following arrangements will apply:



Energy Queensland will provide accommodation, a daily meal allowance and an incidental allowance for each overnight absence. These allowances rates will be in accordance with the rates from Australian Taxation Office (ATO) increases for tier two (2) country centres (Table 2) as varied from time to time through the relevant annual Taxation Determination.

There may be occasions where an employee may claim individual meal allowances, such as during travel or where not all meals are provided. The applicable individual meal allowances are:

- Breakfast
- Lunch
- Dinner

In isolated and remote areas, Energy Queensland will provide a meal allowance at rates provided and adjusted in accordance with the rates from Australian Taxation Office (ATO) increases for high cost country centres (Table 2) as varied from time to time through the relevant annual Taxation Determination.

**Remote or Isolated Regions** is defined as Remote Australia locations or Very Remote Australia locations as provided by the Australian Bureau of Statistics (ABS) – “Remoteness Structure - Australian Statistical Geography Standard” as amended from time to time.

Energy Queensland will pay for any meals required on the following basis:

- Breakfast
- Lunch
- Dinner

Individual meal allowances can be claimed on the first and last day of travel as follows (where meals are not provided):

#### **First Day**

- The breakfast allowance may be claimed where the employee is travelling away from their home base, and the employee is required to begin work and/or travel prior to their normal rostered start time.
- The lunch allowance may be claimed where the employee is required to begin travel prior to their rostered lunch break.
- The dinner allowance may be claimed as applicable for each overnight absence.

#### **Last Day**

- Where the employee is travelling back to home base, the breakfast and lunch allowances may be claimed as applicable.
- The dinner allowance can only be claimed where an employee continues to travel and/or work one (1) hour or more after their normal finishing time.

#### **Please Note:**

Energy Queensland will meet the costs of any Fringe Benefits Tax (FBT) that is applicable in respect of the allowances described in this Clause.

While Energy Queensland will meet the FBT liability, if any, the employee may be required to complete a declaration by Energy Queensland and Energy Queensland may be required to disclose an associated amount on the employee's Annual Income Statement under the compulsory reportable fringe benefits measures. Where employees receive a travel allowance higher than the ATO's reasonable travel allowance, Energy Queensland is required to withhold tax from the amount that exceeds the reasonable travel allowance rate.

#### **5.3.2.1 Accommodation Allowance**

Employees required to work away from home delivering regulated and unregulated program of work may elect an option to receive an accommodation allowance in lieu of Energy Queensland providing or booking accommodation as provided for in Clause 5.3.2. The allowance will be equivalent to the

accommodation amount provided for in Other Country Centres (Table 1) published by the Australian Taxation Office as varied from time to time through the relevant Taxation Determination.

Employees are to ensure the accommodation is reasonable and meets the required standards to ensure they obtain appropriate rest and can safely present to work. In instances where this does not occur, as reviewed on objective basis, accommodation will be provided by Energy Queensland as provided in Clause 5.3.2

### 5.3.3 Accommodation Standard

Energy Queensland will ensure employees are provided with the following minimum standard of accommodation; a well maintained serviced, air-conditioned single motel room with radio/television, ensuite bath/shower, toilet facilities and a refrigerator for the storage of employee's food and beverages.

In addition, technical stream employees working on continuous away rosters who are required to live away from home for or in excess of four (4) consecutive days and three (3) consecutive nights will also have a minimum standard of self-contained accommodation facilities.

### 5.3.4 Supplementary Accommodation Allowance

Where Energy Queensland is unable to provide accommodation to the minimum standard, employees will be entitled to claim the supplementary accommodation allowance under any one of the following circumstances:

1. When employees are required to prepare or supply meals and maintain their accommodation facilities when working in remote or isolated regions where serviced commercial accommodation is not provided; or
2. When employees are placed in accommodation where Energy Queensland's minimum accommodation standard could not be provided and the length of stay is for two (2) or more overnight absences; or
3. When employees are placed into accommodation on a twin share basis for each overnight absence.

The supplementary accommodation allowance will be as follows:

Effective Date	Amount (per overnight absence)
Operative date	\$28.63
1 <sup>st</sup> March 2025	\$29.92
1 <sup>st</sup> March 2026	\$30.97
1 <sup>st</sup> March 2027	\$31.90

**Commercial Accommodation** will mean hotel/motel style accommodation.

**Non-Commercial Accommodation** may include accommodation such as mining camps, workers barracks, shearers' quarters, non-serviced caravan parks.

The supplementary accommodation allowance for employee working on continuous away rosters will be as follows where the minimum accommodation standard in Clause 5.3.3 is not met:

Effective Date	Amount (per overnight absence)
Operative date	\$29.76
1 <sup>st</sup> March 2025	\$31.10
1 <sup>st</sup> March 2026	\$32.19
1 <sup>st</sup> March 2027	\$33.16

### **5.3.5 Communication Expenses**

Reasonable communications expenses (for example internet and telephone) incurred by employees while travelling will be paid by Energy Queensland.

### **5.3.6 Laundry**

For employees scheduled to work away for periods of three (3) or more consecutive days, laundry services (i.e. washing and folding) will be provided from the third day, unless laundry facilities are available in room.

### **5.3.7 Overseas Work**

Employees may be requested by Energy Queensland to travel overseas on business. While working overseas employees will where possible, be entitled to the same standard of accommodation and meals as would be provided by Energy Queensland in Australia.

Where available, premium economy or equivalent seating will be provided for employees undertaking such travel.

Energy Queensland will reimburse the employee for all business-related expenses incurred and provide the employee with a corporate credit card, traveller's cheques, cash or other suitable form of recompense.

Energy Queensland will reimburse the employee for actual expenses incurred for laundry, airport taxes, tips (where customary in the country), and transport to and from airports and work places.

At no cost to the employee, Energy Queensland will arrange all necessary visas and allow the employee paid time to obtain a passport, and to obtain any immunisation requirements prior to departure.

Where workers compensation does not apply because of the work or work location, Energy Queensland will arrange for and pay the premiums for personal accident insurance to cover the employee. Energy Queensland will ensure that the employee will not be disadvantaged in terms of any accident benefit that would normally be available under Queensland WorkCover legislation.

Energy Queensland will compensate the employee for any financial losses directly incurred as a result of the employee working overseas. Employees will therefore be recompensed for financial losses arising from, but not limited to, currency exchange variations, cost of living differences between Australia and the country in which the work is being performed, reasonable telephone calls to Australia, and personal taxation adjustments.

Where an employee who is working overseas for such an extended period that the employee is no longer required to pay Australian taxes, and/or is required to pay tax at a rate lower than what would normally apply had the employee been working in Australia, the employee will be entitled to the benefit by way of any reduction in taxation. If the employee is required to pay tax at a higher rate than what the employee would have been required to pay when working in Australia, Energy Queensland will, in addition to the employee's usual wages, pay the additional tax on behalf of the employee.

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

Extended travel plans should accommodate adequate rest breaks for employees.

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

## **5.4 AVAILABILITY DUTY ALLOWANCE**

**On-call Employee** means an employee who outside ordinary working hours is required to be available at all times to perform emergency work. This also include employees required to hold themselves available outside of rostered arrangements.

**Supervisor On-Call** means an employee who is required outside ordinary hours to receive calls relative to emergency and/or breakdown work.

Where Energy Queensland requires an employee to be on an availability duty roster on a continuous basis to perform duties of an on-call employee they will be entitled to be paid an Availability Duty Allowance.

Roster Frequency	Effective from Operative date	Effective from 1 <sup>st</sup> March 2025	Effective from 1 <sup>st</sup> March 2026	Effective from 1 <sup>st</sup> March 2027
One (1) week in three (3) weeks or more frequent	\$ 80.00 per day	\$83.60 per day	\$86.53 per day	\$89.13 per day
One (1) week in four (4) weeks or less frequent	\$ 75.00 per day	\$78.38 per day	\$81.12 per day	\$83.55 per day
Saturday and Sunday	\$100 per day	\$104.50 per day	\$108.16 per day	\$111.40 per day

Employees who are not permanent members of the Availability duty roster will be able to claim the Availability Duty Allowance rate applicable for one (1) in four (4) or less frequent for each day they are required to be available.

If an employee's Rostered Day Off (RDO) falls within a period they are rostered on-call, the RDO will be re-scheduled in advance to a mutually agreed date in the pay period outside of the availability roster period. Where circumstances prevent the employee from taking their RDO within the pay period it will be banked in accordance with Clause 8.2.2.

Employees required to be on availability duty will have one (1) day added to their annual leave for each public holiday on which they are required to be available.

#### **5.4.1 Emergency Work**

All employees (excluding applicable employees on Alternative Employment Arrangements), who are called out and leave home to perform emergency work outside of their ordinary hours of work will be entitled to overtime for such work from the time of leaving home until they return home within a reasonable time. The payment will not be less than four (4) ordinary hours or the overtime applicable for the hours worked whichever is the greater.

Employees who are required to perform emergency work and faults without leaving their home will be paid a minimum of one (1) hour at the appropriate overtime penalty rate on each occasion. Where the work extends beyond the one (1) hour overtime minimum, the employee is entitled to claim overtime at the applicable overtime rate until the work ceases. Subsequent work within that one (1) hour period will not attract additional overtime or penalty payments. The employee will be deemed to be off duty after the completion of the minimum one (1) hour period or the actual overtime worked.

Where an employee is required to return to the work site [unable to be fixed remotely] to attend to the same fault, the time already paid will be taken into account in the four [4] hours ordinary payment.

#### **5.4.2 Employee not on Availability Duty – Public Holiday**

Employees, who are not rostered on an availability duty roster and are called in to carry out emergency work on a public holiday, will be entitled to payment at the applicable overtime penalty payment for such work from the time of leaving home until they return home within a reasonable time.

Additionally, employees will receive accrued time in lieu added to their annual leave for any time worked on the public holiday, on a time for time basis. The maximum hours to be allocated to the employees' annual leave accrual will be 8hours.

For example, if an employee works 6.5 hours actual time, 6.5 hours will be allocated to their annual leave accrual on a time for time basis.

## **5.5 TRAVEL TIME**

Where possible employees will travel during ordinary rostered hours.

The following will apply to all employees covered by this Agreement, who are required to travel outside ordinary rostered hours of work:

- Where employees are required to travel to and from their depot to the work site outside the normal spread of working hours, time spent in such travel will be paid for at overtime rates.
- Where an employee is required to travel to another location outside ordinary hours of work, and during the course of such travel is scheduled to exercise normal roster duties, the employee will be paid for at overtime rates.

Where it is necessary for employees to travel outside of ordinary working hours, in any other circumstance, time spent in such travel will be paid for at overtime rates.

Employees required to work on any day away from their usual place of work will commence work at the usual starting time at the place designated by Energy Queensland and will be paid:

- For time prior to departure in accordance with airline requirements to check in prior to departure.
- For time reasonably spent travelling both ways between their homes and their designated place of work in excess of the time normally spent by them travelling both ways between their homes and their normal place of work.

Except where fatigue guidelines provide for a lesser period the maximum number of hours actually spent travelling will be twelve (12) per day.

Energy Queensland will pay for all applicable fares.

When employees are required to travel in the above circumstances, in wet clothes, as a result of working in the rain, without having had the opportunity to change into dry clothing, Clause 5.12 (Work in the Rain) of the Agreement applies.

## **5.6 USE OF OWN VEHICLE**

The preferred arrangement is for Energy Queensland to arrange travel for work related purposes. Energy Queensland will not direct an employee to use their own vehicle for work related travel purposes. Where an employee elects to use their own vehicle for work related travel purposes and it is agreed by Energy Queensland, they will be entitled to be reimbursed on a per kilometre basis in line with the Australian Taxation Office guidelines or if applicable, the equivalent economy class airfare.

## **5.7 HIGHER DUTIES**

Where Energy Queensland requires an employee to carry out duties which require the exercise of competencies over and above that for which the employee is otherwise remunerated, for at least one full day continuously excluding Rostered Days Off (RDO's), the employee will be entitled to the rate of pay prescribed by this Agreement for the competencies exercised.

An employee performing higher duties will be paid at the relevant higher rate of salary in the next pay period following commencement of the higher duties (where practicable) and in each subsequent pay period where such higher duties continue.

Where an employee is performing higher duties immediately prior to commencing Personal Leave, annual leave, Long Service Leave, Special Leave and compassionate leave, the employee will be paid at the relevant higher duties rate for the duration of the paid leave.

Where an employee is performing higher duties immediately prior to commencing Parental leave, it will be paid at the relevant higher duties rate.

For employees who are members of the Defined Benefit section of Energy Super and have performed higher duties for a period of 12 months or more and are appointed to the position on a permanent basis with continuity between the acting position and the new permanent position, Energy Queensland will pay any difference in the employer superannuation contribution between the higher duties position and

the previous substantive position, where such employee elects to make up their relevant contributions for that period.

## 5.8 FIRST AID

The following rates, which have been indexed to the salary increases provided by this Agreement, will apply to First Aid Allowances.

Effective Date	First Aid Allowance (per week)
1 <sup>st</sup> March 2024	\$19.71
1 <sup>st</sup> March 2025	\$20.60
1 <sup>st</sup> March 2026	\$21.32
1 <sup>st</sup> March 2027	\$21.96

When an employee, who holds a current appropriate first aid certificate, is appointed by Energy Queensland as a first aid officer they will be paid at the rate of the application of the First Aid Allowance in addition to their ordinary rates. Energy Queensland will pay for the relevant First Aid training of the appointed officer.

## 5.9 FIRE WARDEN

When an employee is appointed by Energy Queensland as a fire warden, they will be paid at the rate of the Fire Warden Allowance in addition to their ordinary rates. Where an employee is appointed by Energy Queensland as a Chief Fire Warden, they will be paid at the higher rate of the Chief Fire Warden Allowance in addition to their ordinary rates.

The following rates, which have been indexed to the salary increases provided by this Agreement, will apply to Fire Warden Allowances and Chief Fire Warden Allowances.

Effective Date Fire Warden Allowance (per week):

Appointment	At Operative date	1 March 2025	1 March 2026	1 March 2027
Fire Warden	\$19.71	\$20.60	\$21.32	\$21.96
Chief Fire Warden	\$25.00	\$26.13	\$27.04	\$27.85

## 5.10 LOCALITY ALLOWANCE

Energy Queensland will pay a locality allowance to an employee who is employed at a location for which a locality allowance is payable in accordance with a directive issued under the *Public Service Act 2008* (Qld).

For an employee who has a dependent spouse/partner or dependent child and who is employed at a location for which a locality allowance is payable, the allowance will be paid as follows:

- Full-time employee - at the appropriate rate set out in the directive; and
- Part-time employee - at a proportionate amount of the rate set out in the directive.

Provided that if an employee's spouse/partner is also entitled to be paid a locality allowance under this part; or is employed by the State and is entitled to be paid a locality allowance, then the allowance will be payable at either one-half the appropriate rate set out in the directive for a full-time employee or in the case of a part-time employee at a proportionate amount of the rate.

For an employee who does not have a dependent spouse/partner or dependent child and who is employed at a location for which a locality allowance is payable, the allowance will be paid as follows:

- Full-time employee - at one-half the appropriate rate set out in the directive; and
- Part-time employee - at one-half of the proportionate amount of the rate set out in the directive.

Where an employee's eligibility for locality allowance is changed the employee must notify Energy Queensland immediately.

Locality allowance is not payable to an employee who is absent on leave without pay.

#### **5.11 ATTRACTION AND RETENTION ALLOWANCE – PROFESSIONAL MANAGERIAL / ADMINISTRATIVE STREAMS**

The parties to this Agreement recognise the future challenge of attracting and retaining Professional Managerial and Administrative employees to deliver the future regulated and unregulated program of work (including related to Queensland Energy and Jobs Plan).

The above classified employees covered by this Agreement will receive an all-purpose attraction and retention allowance per fortnight payable as per the following table.

<b>At Operative Date</b>	<b>1 March 2025</b>	<b>1 March 2026</b>	<b>1 March 2027</b>
\$2.50 per hour	\$2.61 per hour	\$2.70 per hour	\$2.78 per hour

All permanent full-time and permanent part-time qualified employees will be eligible for this payment. Part-time employees will receive the payment on a pro-rata basis.

The parties to this Agreement recognise that the allowance is directly related to attraction and retention issues experienced during the life of this Agreement. As such, this may give rise to the allowance being reviewed at the end of the term of this Agreement and during the course of negotiations for a replacement Agreement.

#### **5.12 WORK IN THE RAIN**

Suitable waterproof clothing will be supplied by Energy Queensland, where practicable, to employees who are required to work in the rain.

Where in the performance of such work, an employee whose clothes become wet from rain will be paid double rates for all work so performed and such payment will continue until the employee is able to change into dry clothing or until work ceases, whichever is the earlier. Where the employee has to have their lunch in wet clothing, then they will be paid double time for such lunch period. Employees will change into dry clothing at the earliest practicable opportunity.

Where a call-out involves work in the rain and where such call-out entitles an employee only to the minimum payment prescribed by this Agreement, the penalty for work in the rain will be paid in addition to such minimum payment.

## **PART 6 SUPERANNUATION**

### **6.1 SUPERANNUATION**

Employees covered by this Agreement will have superannuation contributions (as determined by the applicable legislation) paid into their chosen superannuation fund or their stapled superannuation fund (as determined by the applicable legislation).

Salary for the purpose of superannuation will not be less than the salary an employee is entitled pursuant to this Agreement.

#### **6.1.1 Defined Contribution (DC) Members**

Energy Queensland will make minimum Employer superannuation contributions of 14.75% of Ordinary Time Earnings as defined in the Superannuation Guarantee (Administration) Act 1992 (Cth).

Energy Queensland may make contributions to employees in excess of Ordinary Time Earnings as defined by the Superannuation Guarantee (Administration) Act 1992 (Cth), including contributions for employees earning beyond the maximum quarterly contribution base.

Energy Queensland will maintain a relativity of 2.0% above any approved Queensland Government Public sector contributions above the current 12.75% superannuation contribution.

#### **6.1.2 Brighter Super Defined Benefit Fund (DB) Members**

It is agreed that with respect to calculating the Final Average Salary (FAS) for employees in the Defined Benefit section of Brighter Super (or any other successor fund), the employee's averaged salary over the employee's final year of service will be used.

Energy Queensland agrees that its employees who are members of the Defined Benefit section of the Brighter Super Fund Trust Deed will not, without the employee's written agreement, be transferred to the Defined Contribution section of the Brighter Super Fund Trust Deed.

Energy Queensland will not close the Defined Benefit section of the Brighter Super Fund for the life of this Agreement.

The Parties commit to review any negative impacts to the Defined Benefit Fund of Brighter Super that may occur as a result of legislative change to the Superannuation Guarantee Levy.

#### **6.1.3 Death and Total and Permanent Disablement – Insurance Cover**

Energy Queensland will pay for Death and Total and Permanent Disablement insurance cover into an employee's chosen superannuation fund equivalent to the same value of five (5) units of the Brighter Super Fund.

### **6.2 INCOME PROTECTION**

Energy Queensland provides an income protection insurance policy through an agreed third-party provider for temporary disablement up to a period of two (2) years in accordance with the insurance cover. This cover provides for:

- Salary maintenance of 100% for 1 to 13 weeks and 85% for 14 to 104 weeks; and
- Workers' compensation top up to 100%.

For the term of the Agreement, the provider is Windsor Income Protection (WIP) which will be subject to relevant contractual arrangements. This policy ensures consistent coverage for Employees, guaranteeing that benefits and services remain unchanged and will not diminish regardless of the service provider.



Following an application for Income Protection, Energy Queensland will provide salary maintenance of 100% of salary for superannuation purposes, for any waiting period remaining after fourteen (14) days.

Eligibility to salary maintenance for any waiting period in excess of fourteen (14) days is subject to an employee exhausting accrued personal leave up to a maximum of thirty (30) days total (inclusive of the initial fourteen (14) days) and medical certification confirming the employee is unfit for work for a continuous period in excess of the income protection waiting period.

Energy Queensland will not terminate an employee who is in receipt of temporary disablement income protection payments, with the exception of serious misconduct or other grounds that would justify termination.

## **PART 7 NON SALARY BENEFITS**

### **7.1 OPERATIONAL EXPENSES**

Where an employee is specifically directed to provide or maintain any equipment or facilities (or incur direct expenses) as an operational requirement of their position such as land-line phone, computers etc., Energy Queensland will meet the costs of all such expenses, installations, continuing maintenance or rental that may be applicable. Any costs of private use of these facilities will be met directly by the employee involved.

### **7.2 LICENCE FEE REIMBURSEMENT**

Energy Queensland will reimburse fees for all employees who are required to obtain and maintain trade accreditation and professional licence fees including Registration Professional Engineers Queensland (RPEQ), where legislation or Energy Queensland requires that person to be licensed as an essential requirement of their position profile. or where Energy Queensland considers other professional memberships relevant to the role and this is approved for reimbursement.

### **7.3 VEHICLE LICENCE FEE REIMBURSEMENT**

Energy Queensland will reimburse fees for employees for obtaining and maintaining currency of their relevant drivers' licences as an essential requirement of their position on the following dollar basis per licence renewal:

<b>Drivers Licence</b>	<b>Percentage (%)</b>
MC	100%
HC	100%
HR	100%
MR	100%
LR	100%
C	100%

Where a vehicle licence is reimbursed as an essential requirement of an employee/s position, any proposed change to the existing reimbursement arrangement will be undertaken in consultation with the employee and relevant union/s

### **7.4 SALARY SACRIFICING**

#### **7.4.1 Salary Sacrifice Principles**

Salary sacrifice options for employees are available in accordance with applicable tax legislation and any restrictions or policies that Energy Queensland may wish to impose from time to time.

Any salary sacrifice arrangements must be at no cost to Energy Queensland and in compliance with applicable tax legislation and superannuation fund rules. Energy Queensland may change the benefits that it offers to reflect changes in the taxation law.

An employee can implement salary sacrifice arrangements at any time. However, once in place, subject to this Agreement and in exceptional circumstances, changes to the salary sacrifice arrangement can only be made once per year.

It is recommended that employees obtain independent financial advice specific to their circumstances before implementing or changing a salary sacrifice arrangement.

#### **7.4.2 Post Salary Sacrifice**

If an employee implements a salary sacrifice arrangement the reduced salary will be the salary for all purposes of this Agreement, except for the purposes of superannuation, overtime and termination entitlements.

If an employee terminates or reduces the amount of their salary sacrifice, the employee's minimum salary entitlement will increase or revert to the pre-sacrifice amount as applicable.

## **7.5 INDEMNITY OF EMPLOYEES AGAINST LIABILITY**

As far as it is able under law Energy Queensland will indemnify past and present employees against liability for any claim for compensation or legal costs arising in respect of liability for work performed whilst an employee of Energy Queensland in the performance of their duties, subject to the following conditions:

- Employees must not knowingly exceed any relevant authority levels;
- Employees will not commit any act with a reckless disregard for the consequences during the course of work;
- Employees will not engage in fraudulent, criminal, dishonest and/or malicious acts or wilful breach of any statute, contract or duty during the course of work; and
- Employees notify Energy Queensland of the receipt of any claim or of any circumstance that may give rise to a claim at the earliest possible opportunity.

Energy Queensland commits to ensuring that the coverage of legal cost or provision of legal support is provided in a reasonable timeframe.

The parties to this Agreement commit to the development of supporting documentation such as policies and guidelines in relation to this provision. This will include independent legal representation for matters where an employee is a respondent in a legal proceeding related to the course of their employment with Energy Queensland.

## **7.6 RELOCATION**

Where Energy Queensland determines that relocation expenses will be paid, or in circumstances where Energy Queensland requests an employee to relocate, or transfer to a remote location for a minimum of two (2) years, the reimbursement and benefits associated with relocation will be applied equitably to all employees regardless of classification in accordance with Energy Queensland's Relocation Policy and Guidelines.

The parties agree that on relocation the following arrangements will apply as a minimum:

- Relocation expenses reasonably incurred by the employee,
- Travelling expenses of the employee and dependents
- Cost of removal of furniture and effects from their place of engagement to the job
- Relocation expenses will be provided for the agreed return from remote locations where the required minimum tenure has been completed.

The conditions will apply upon appointment of the employee to new places of employment where:

- The radial distance from the present place of residence to such new depot [or recognised place of employment] is not less than 50 kilometres; and/or
- Where circumstances are considered to warrant such action, an employee transferred to a location where no house is available will be reimbursed reasonable board and lodging expenses until the employee becomes domiciled.

## **7.7 TRANSFER CONDITIONS**

On engagement relocation expenses reasonably incurred, which would include appropriate fares [or equivalent] and travelling expenses of employees and dependents, together with cost of removal of furniture and effects to a measurement not exceeding six [6] tonnes from their place of engagement to the job will, subject to the production of satisfactory evidence of the payment of such fares and expenses, be reimbursed to the employees on completion of 12 months' service:

Provided that the conditions of reimbursement expenses will apply consequent upon appointment of employees to new places of employment where:

- The radial distance from the present place of residence to such new depot [or recognised place of employment] is not less than 50 kilometres; and/or
- The employees are required by Energy Queensland to move their place of residence.

An employee with dependents who is transferred to a location where no suitable accommodation is available will be reimbursed reasonable board and accommodation expenses until the employee secures permanent accommodation for a period not exceeding one month.

#### **7.8 ACCESS TO COMPUTERS**

Energy Queensland will provide employees with the most up to date and relevant information. The best means to achieve this will include the distribution of material via e-mail and providing access for employees to company computers in the workplace where practical. This will include e-mail access for receipt and forwarding of correspondence of *Parties'* signatory to this Agreement subject to such reasonable restrictions as Energy Queensland may apply.

#### **7.9 FUNERAL BENEFIT**

A benefit of \$15,000 will be paid immediately by Energy Queensland to the nominated employee representative person upon the death of any current Energy Queensland employee.

This payment is aimed at supporting the nominated employee representative person financially with the funeral and any other immediate expenses in their time of need and support.

To ensure the payment is able to be facilitated in a timely manner it is the responsibility of the employee to ensure Energy Queensland has been advised of the nominated employee representative person.

#### **7.10 NON-URBAN ATTRACTON AND RETENTION**

Incentives are provided for in accordance with the Non-Urban Attraction and Retention Guideline to attract and retain employees to roles to support EQL's service delivery priorities in locations which the organisation considers to be non-urban, remote and/or isolated.

The Non-Urban Attraction and Retention Guideline will be reviewed annually in consultation and agreement with unions. Agreement will not be unreasonably withheld.

## **PART 8 HOURS OF WORK**

### **8.1 HOURS OF WORK**

The ordinary hours of work will not exceed an average of 36 hours per week (Monday to Friday) to be worked between 6.00am and 6.30pm over a nine (9) day fortnight. However, other patterns of working ordinary hours may be worked by mutual agreement between the parties at a particular place of work (including working 36 hours per week over an eight (8) day fortnight with compressed hours, subject to operational requirements) or pursuant to the Alternative Employment Arrangements prescribed by this Agreement.

An employee may work up to 12 ordinary hours on any day. This will be established as part of a mutually agreed pre-arranged roster. In determining these rosters, consideration will be given to health and safety and fatigue management issues.

In order to meet operational and work requirements, the daily spread of hours for day working employees, provided for in this Agreement on an ordinary work day (6.00am to 6.30pm, Monday to Friday), may be increased by mutual agreement to an additional one (1) hour at either the commencement or finish of the ordinary work day. This will result in the daily 'spread of hours' being increased to cover a period of either 5.00am to 6.30pm or 6.00am to 7.30pm. The ordinary working hours may then be worked between these times.

The parties acknowledge the operational need may arise within work groups to explore different start and finish times. In this regard, the following change may be invoked by Energy Queensland on any individual no more than twice in any calendar year:

- Change of start and finish times within the ordinary hours of the Agreement.

The implementation of this change will be subject to:

- Consultation having occurred with those directly impacted; and
- Reasonable notice of one (1) month having been given of the implementation; or
- The change having been mutually agreed.

### **8.2 ROSTERED DAY OFF (RDO)**

The Rostered Day Off (RDO) will be Scheduled on either a Monday or Friday, unless varied by Mutual Agreement to suit operational requirements.

The following change may be invoked by EQL on any individual no more than twice in any calendar year:

- Where an employee is allocated to change work teams the individual RDO may be changed to meet the new teams' RDO's schedule. Agreement from either party will not be unreasonably withheld.

Employees working a nine (9) day fortnight, who are required to work on their rostered day off (RDO), will be paid the applicable overtime rates.

By agreement with Energy Queensland, employees who work on their rostered day off and elect to substitute another ordinary working day for their rostered day off will be paid at *base rates* for work during what otherwise would be ordinary hours (8 hours), and appropriate overtime rates for work performed in excess of their ordinary hours.

#### **8.2.1 Roles Reporting into Customer Facing Retail Operations - RDO**

RDO's for roles within the Retail Operations group may be varied to any weekday by mutual agreement, in order to meet operational requirements. Days may be varied by mutual agreement on a temporary basis at employee's request. Agreement from either party will not be unreasonably withheld.

## **8.2.2 Banking of Rostered Day Off (RDO)**

The banking of a RDO is subject to Mutual Agreement between the employee and relevant supervisor or manager and is to be recorded on the employee's timesheet. Employees will only be able to bank up to ten (10) RDO's. Any attempt to bank further RDO's in excess of this limit will be paid at appropriate overtime rates.

The taking of banked RDO's will be subject to Mutual Agreement between the employee and relevant supervisor or manager recorded on the employee's timesheet. Any request to take a banked RDO will not be unreasonably refused and may be taken in conjunction with annual leave.

Banked RDO's will be accrued at ordinary time and if elected by the employee to be paid out, will be paid out at ordinary time rates.

## **8.3 MEAL BREAK**

The recognised unpaid lunch break will be rostered between the 4th and 6th hour from the employee's start time. An employee will be entitled to receive a minimum of thirty (30) minutes and a maximum of one (1) hour for a meal break, excluding shift workers. To facilitate greater flexibility, timing of meal breaks may be varied between the 4<sup>th</sup> and 6<sup>th</sup> hours to meet the operational requirements of the business.

No employee will be required to work more than six (6) hours without a break for a meal. All work done during the recognised meal period will be paid for at the rate of double time, and payment at this rate will continue until another and uninterrupted meal period of thirty minutes has commenced or until the cessation of that day's work, whichever occurs first.

## **8.4 REST PAUSES**

Every employee [other than a casual and part time employee] will be entitled to a rest pause or pauses not exceeding a total of 20 minutes duration in Energy Queensland' time during the rostered work period.

Where practicable such rest pause or pauses may be taken in a manner and at such time or times as agreed upon between Energy Queensland' and the majority of employees at the work location so that continuity of work will not be interrupted where continuity is necessary.

Casual and part time employees, who work a minimum of four [4] consecutive ordinary hours, but less than eight [8] ordinary consecutive hours on any one day, will receive a rest pause of ten [10] minutes duration. Employees who work a minimum of eight [8] ordinary consecutive hours will receive a rest pause or pauses.

### **8.4.1 Roles Subject to Intraday Scheduling**

Operational roles subject to intraday scheduling, will be entitled to a rostered rest pause or pauses not exceeding a total of 30 minutes duration in Energy Queensland's time, during the rostered work period.

Such rest pauses may be taken at such times as rostered by Energy Queensland, so that continuity of work will not be interrupted.

### **8.4.2 Break Flexibility**

Rostered rest pauses and meal breaks for employees subject to intraday scheduling may be combined, but mutual agreement and rostered as a single break, subject to operational requirements.

Such flexible breaks may be taken at such times as rostered by Energy Queensland, so that continuity of work will not be interrupted.

## **8.5 READING TIME**

All employees who are scheduled/rostered for phone activity only for the duration of their entire shift will be allocated a scheduled 15-minute reading time. This time is to be rostered within that shift and cannot be carried forward to the next.

During this allocated reading time the staff member are only required to perform the following:

- Read/respond to emails and other business critical communications,
- Stay updated on Workplace; and
- Familiarise themselves with legislative changes as required.

Where the employee is scheduled for off phone activities for greater than an hour during their shift for full time employees (36 or 40 hours) this Reading Time will not be required.

## **8.6 TEN (10) DAY ALTERNATIVE EMPLOYMENT ARRANGEMENTS**

Where Energy Queensland offers these arrangements to new or existing employees, Energy Queensland will also offer the employee the option of remaining within the general terms and conditions of this Agreement. With the exception of those employees being offered an Individual Employment Arrangement (IEA), employees being recruited into new positions will not be required to make known whether they will agree to work a ten (10) day fortnight or nine (9) day fortnight until they have been formally offered the position.

The Parties also acknowledge that a number of employees are employed under individual employment arrangements that were in place prior to the lodgement of this Agreement. An employee may elect to remain on the terms of the individual employment arrangements or IEA while they continue to occupy their current position, provided the arrangement has been documented. In advertising positions on a ten (10) day fortnight, Energy Queensland will include a statement that a nine (9) day fortnight will also be available to the successful applicant on appointment.

### **8.6.1 Employees Classified at Salary Point 11.0 and above**

The option to take up these arrangements will be on a mutually agreed basis between Energy Queensland and the employee who is classified at Salary Point 11.0 and above of this Agreement who agrees to work a ten (10) day fortnight arrangement in accordance with the following:

1. Where the Arrangement covers a forty (40) hour week, ten (10) day fortnight within the defined spread of hours 6.00am – 6.30pm Monday to Friday, the base rate includes a 13% loading.

Employees under this arrangement remain eligible to receive Working Away from Home Meal Allowances, Availability Duty Allowance and Incidental Allowance as applicable, however employees will be exempt from claiming the hours and overtime provisions of this Agreement up to forty (40) hours per week. Any authorised overtime for hours worked in excess of forty (40) ordinary hours per week will be paid at applicable overtime rates.

2. Where the Arrangement covers a forty (40) hour week, ten (10) day fortnight within the defined spread of hours 6.00am – 6.30pm Monday to Friday, and also consideration for a notional four (4) hours overtime per week (Monday to Sunday), the base rate includes a 15% loading

Employees under this arrangement remain eligible to receive, Working Away from Home Meal Allowances, Availability Duty Allowance and Incidental Allowance as applicable, however employees will be exempt from claiming the hours, overtime and travel time provisions of this Agreement up to forty four (44) hours per week. Any authorised overtime or travel time for hours worked in excess of forty-four (44) ordinary hours per week will be paid at applicable overtime or travel time rates in accordance with the overtime or travel time provisions of this Agreement.

3. Where the arrangement covers a ten (10) day fortnight and also includes consideration for what would otherwise be for working of all overtime, Allowances as defined and all other penalties of this Agreement, the base rate includes a 20% loading.

Employees under this arrangement remain eligible to receive, Working Away from Home Meal Allowances (Availability Duty Allowance and Incidental Allowance as applicable. Notwithstanding, extraordinary and continuous periods of work during major systems failures or damage caused by storms or cyclones will, where the period of hours worked is in excess of ten (10) hours each day for more than two (2) consecutive days be paid as overtime.

Employees working pursuant to the above arrangements will remain entitled to all salary increases and other employment entitlements provided by this Agreement unless otherwise defined.

The employee and their manager or supervisor must monitor and give due consideration to the management of fatigue under all of the above arrangements.

The above all-purpose loadings shall be used when calculating an employee's payment for overtime, annual leave, Long Service Leave, parental leave, superannuation, severance and retrenchment payments.

Where such arrangements are made they shall be recorded in writing (with a copy for each party).

### **8.6.2 Employees below Salary Point 11.0**

The option to take up these arrangements will be on a mutually agreed basis between Energy Queensland and the employee as follows:

- For those employees classified in the Administrative and Professional Managerial Streams between Salary Point 1.0 and Salary Point 11.0 contained in Schedule 1 of this Agreement.

For employees defined above who agree to work a ten (10) day fortnight arrangement this will be in accordance with the following:

1. Where the Arrangement covers a forty (40) hour week, ten (10) day fortnight within the defined spread of hours 6.00am – 6.30pm Monday to Friday, the base rate includes a 15.5% loading.

Employees under this arrangement remain eligible to receive Working Away from Home Meal Allowances, Availability Duty Allowance and Incidental Allowance as applicable, however employees will be exempt from claiming the hours and overtime provisions of this Agreement up to forty (40) hours per week. Any authorised overtime for hours worked in excess of forty (40) ordinary hours per week will be paid at applicable overtime rates.

2. Where the Arrangement covers a forty (40) hour week, ten (10) day fortnight within the defined spread of hours 6.00am – 6.30pm Monday to Friday, and also consideration for a notional four (4) hours overtime per week (Monday to Sunday), the base rate includes a 17.5% loading.

Employees under this arrangement remain eligible to receive Working Away from Home Meal Allowances, Availability Duty Allowance and Incidental Allowance as applicable, however employees will be exempt from claiming the hours, overtime and travel time provisions of this Agreement up to forty-four (44) hours per week. Any authorised overtime or travel time for hours worked in excess of forty-four (44) ordinary hours per week will be paid at applicable overtime or travel time rates in accordance with the overtime or travel time provisions of this Agreement.

3. Where the Arrangement covers a ten (10) day fortnight and also includes consideration for what would otherwise be for working of all overtime, Allowances as defined and all other penalties of this Agreement, the base rate includes a 22.5% loading.

Employees under this arrangement remain eligible to receive Working Away from Home Meal Allowances, Availability Duty Allowance and Incidental Allowance as applicable. Notwithstanding, extraordinary and continuous periods of work during major systems failures or damage caused by storms or cyclones will, where the period of hours worked is in excess of 10 hours each day for more than two (2) consecutive days, be paid as overtime in accordance with the overtime provisions of this Agreement.

Employees working pursuant to the above arrangements will remain entitled to all salary increases and other employment entitlements provided by this Agreement unless otherwise defined.



The employee and their manager or supervisor must monitor and give due consideration to the management of fatigue under all of the above arrangements.

The above all-purpose loadings shall be used when calculating an employee's payment for overtime, annual leave, Long Service Leave, parental leave, superannuation, severance and retrenchment payments.

Where such arrangements are made they shall be recorded in writing (with a copy for each party).

### **8.6.3 Reversion to General Agreement Provisions**

Employees working the above arrangements may elect to revert to a nine (9) day fortnight by providing Energy Queensland with one (1) month's written notice. On reversion to a nine (9) day fortnight, existing accrued leave balances will be maintained.

It is recognised that individuals may make additional personal financial commitments whilst under these arrangements and as such, where Energy Queensland requires an individual to revert, it will not do so without first providing the employee three (3) months written notice of Energy Queensland's intention.

If during the three (3) month notice period the employee receives notice of redundancy or advises Energy Queensland that they intend to retire no later than twelve (12) months after the initiated three (3) month notice, the employee will not be required to revert.

### **8.6.4 Appointment of Ten (10) Day Fortnight**

Notwithstanding the above arrangements which are made on a mutually agreed basis, the following may be advertised and awarded on a ten (10) day fortnight basis at the discretion of Energy Queensland:

- New and vacant positions classified in the Administrative Stream from Salary Point 11.0 and above.
- New and vacant positions classified in the Professional & Managerial stream from P&M Grade one (1) Salary Point 11 and above and where the position supervises, coordinates and schedules other employees.

Employees who accept the above arrangement and who have been working a minimum of three (3) months in the position may elect to revert to a nine (9) day fortnight by providing Energy Queensland one (1) month written notice.

## **8.7 INDIVIDUAL EMPLOYMENT ARRANGEMENTS**

An Individual Employment Arrangement (IEA) may be offered to an employee as determined by Energy Queensland, who is paid a salary at or above Salary Point 11.0 of the classification structure of this Agreement. Flexible remuneration arrangements and changes to other conditions of employment may be negotiated subject to the following:

### **8.7.1 No Disadvantage**

An Individual Employment Arrangement (IEA) will not, in terms of total remuneration value, disadvantage employees when compared to the relevant terms of the Agreement.

### **8.7.2 Hours of Work**

The standard hours of work required for employees engaged on an IEA are 40 hours per week and a ten (10) day fortnight. These hours may be worked between 6.00am to 6.30pm Monday to Friday.

### **8.7.3 Salary & Loadings**

Employees on an IEA will receive the salary as specified in the Agreement for the classification of their position including the applicable loading as follows:

**15%** loading includes a notional Overtime component to cover up to four (4) hours overtime per week, all Allowances and Penalties.

**20%** loading includes a notional Overtime component to cover all hours worked, all Allowances and Penalties for Weekends and Call-Out Hours.

#### ***Exception for 20% Loading Employees***

Overtime can only be claimed for extraordinary and continuous periods of work due to major system failures, e.g. damage caused by storms or cyclones, where the period of hours worked is in excess of ten (10) hours each day for more than two (2) consecutive days. Overtime must be authorised in advance by an employee's manager.

#### **8.7.4 Market Component**

Energy Queensland may apply a Market Component as a part of an IEA. Where applicable the Market Component will be reviewed annually and adjusted effective from 1 July where necessary.

#### **8.7.5 Performance Incentive**

At Energy Queensland's discretion an "at risk" performance incentive may apply. The Performance Incentive Scheme operates at Energy Queensland's sole discretion and may be altered or discontinued at any time.

To be eligible for payment under the Performance Incentive Scheme employees are required to have been employed by Energy Queensland as at 30 June of the financial year for which performance is being assessed.

The "at risk" performance incentive (including any pro-rata amounts) will be reviewed annually and paid effective from 1 July as applicable.

Where an employee enters into an IEA inside of a twelve (12) month period prior to 30 June, the "at risk" component will be assessed and paid (if applicable) on a pro-rata basis.

Where an employee terminates due to redundancy, or due to ill-health a pro-rata payment of their potential "at risk" component will be payable.

#### **8.7.6 Remuneration Increases**

As a minimum, Employees on an IEA will receive annual wage increases to base salary in accordance with Clause 4.1 Wage Payments of this Agreement.

Further salary point progression within the grade for the position may occur if it is available and it can be demonstrated that additional skills and knowledge relevant to the position have been gained and are being utilised to an extent that warrants progression. This will be considered as a part of the employee's performance review process.

#### **8.7.7 Reversion**

An employee who accepts an IEA may elect to revert to the general provisions of the Agreement by providing Energy Queensland with one (1) month's written notice.

It is recognised that employees may make additional personal financial commitments while on an IEA. As such, where Energy Queensland requires an individual to revert to the general provisions of the Agreement, it will not do so without first providing the employee with three (3) months written notice.

On reversion, an employee will maintain their substantive classification and salary point at the time of reversion.

Any At-Risk and Market Component applied as a part of an IEA will cease from the effective date of the reversion.

### **8.7.8 Application**

Where there is any inconsistency between an IEA and the Agreement, the terms and conditions of the IEA will take precedence to the extent of the inconsistency. Where the IEA is silent, the terms of the Agreement shall apply.

An IEA supersedes any prior employment agreement or arrangement of any type between Energy Queensland and an employee, including any other Agreements, oral or written, made prior to the execution of an IEA. However, this does not preclude Energy Queensland and an employee from agreeing in writing to additional terms that do not conflict with the provisions of this Agreement.

### **8.7.9 Exemptions**

An employee on an IEA will be exempt from the following Agreement provisions:

First Aid Allowance	Clause 5.8
Overtime	Clause 8.9
Crib Break & Overtime Meal Allowance	Clause 8.10

### **8.7.10 Dispute Settlement**

Any dispute or grievance concerning an IEA will be dealt with pursuant to the grievance and dispute settlement procedure contained in Part 2 of this Agreement.

## **8.8 TIME OFF IN LIEU (TOIL)**

Time Off in Lieu (TOIL) may be accrued for approved work performed outside of an employee's normal work hours. The maximum amount of TOIL that may be accrued is eighty (80) hours.

- Where Energy Queensland requests an employee to work overtime, the employee may request to accrue the time as TOIL. In this instance, TOIL will accrue at the prescribed penalty rate.
- Employee cannot be directed to take TOIL in lieu of the payment of overtime.
- All hours worked regardless of payment or TOIL must be taken into consideration for the fatigue management.

Where an employee requests to work additional hours to bank as TOIL, subject to approval from their supervisor, such TOIL will accrue at time for time, being one (1) hour for each hour worked. Approval of such a request will not be unreasonably refused.

The taking of the TOIL will be at a time or times mutually agreed to with the supervisor. Subject to exceptional circumstances, where TOIL has not been taken within the agreed timeframe the employee will be paid out. A request to take accrued TOIL will not be unreasonably refused.

Time Off in Lieu (TOIL) will be administered electronically via timesheets. Each instance of TOIL will be documented showing the date/s, hours worked and TOIL accrued for future reference.

## **8.9 OVERTIME**

Except as provided below, approved time worked in excess of that provided for in Clause 8.1 (Hours of Work) or before the ordinary starting time or after the ordinary ceasing time will be deemed overtime and will be paid for at double the base rate. Each day will stand by itself when overtime is being calculated, except where an employee commences overtime on one day and continues to work such overtime into the next day.

No employee will refuse to work a reasonable amount of overtime to meet the needs of Energy Queensland.

Systematic overtime will not be worked; it will be considered such when three (3) consecutive weeks' overtime has been worked. This arrangement will not apply when extra labour is not immediately available.

When any portion of an hour is worked, employees will receive payment in respect of any broken part of an hour at the current overtime rate with a minimum thirty (30) minute payment.

If an employee cannot reasonably access their normal method of transport to or from their home due to working overtime, Energy Queensland will provide the employee with transport to or from their home or reimburse expenses incurred.

For those employees paid at Salary Point 15.0 or above, overtime will be calculated at the appropriate penalty rate for the hours worked and payment will be limited to the rate prescribed for Salary Point 15.0.

### **8.9.1 Weekends**

Employees required to work overtime commencing on a weekend will be paid at double time with a minimum period of three (3) hours work or payment, except in the case of emergencies.

### **8.9.2 Recalls**

An employee recalled to work overtime, other than for emergency work, after leaving the employer's premises (whether notified before or after leaving the premises) and prior to the commencement of the next rostered shift, will be entitled to a minimum of four (4) hours pay at the appropriate overtime rate.

A recall occurs when an employee is notified prior to commencement of work on the next day that they are required to work Prior to the next shift and the work cannot be performed during normal work hours and is not an emergency callout. Other than emergency work, if the employee is notified to perform overtime prior to the normal commencing time the following day a recall shall apply.

- Each recall is paid as a four (4) hour minimum at overtime rates.
- Employees recalled to work overtime, except in the case of an emergency, after leaving Energy Queensland's business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) will be paid for a minimum four (4) hours work at the appropriate overtime rate for each recall.

Except in the case of unforeseen circumstances arising, an employee will not be required to work the full four (4) hours if the job the employee was recalled to do is completed within a shorter period. Overtime worked in cases where it is customary for an employee to return to Energy Queensland's premises to perform a specific job outside of working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, will not be regarded as overtime for the purposes of this Clause.

### **8.9.3 Payment for Out of Hours Communication**

Where an employee is contacted outside ordinary hours to provide advice (by phone, email etc) or perform work, the employee shall be paid one (1) hour at the appropriate overtime penalty rates. Subsequent calls within that one (1) hour period will not attract additional overtime or penalty payments.

#### **8.9.3.1 Support Role Emergency Situations**

Employees requested to work in support of other employees rostered for availability duties for after hours, in storm and emergency conditions, will be paid overtime at the applicable overtime rate for such work.

### **8.10 CRIB BREAK & OVERTIME MEAL ALLOWANCE**

When working overtime, for more than one (1) hour, employees will be allowed to take thirty (30) minutes for "crib" after the ordinary ceasing time, and also forty-five (45) minutes after each four (4) hours work, provided such overtime continues, for which no deduction will be made. Within the Customer Facing Retail Operations environment, employees working overtime for more than one (1) hour will be allowed to take fifteen (15) minutes for "crib" during this one (1) hour period. Where the employee work two (2) hours overtime, the employee will be allowed another fifteen (15) minutes for crib during the second hour of overtime worked.

All employees required to work overtime for more than one (1) hour will be paid the amount specified in the table below for each meal between the ordinary ceasing time and the completion of overtime work, unless Energy Queensland provides a reasonable meal for them. This payment will be treated separately to meal allowances provided in Clause 5.2 Working Away from Home in this Agreement.

When employees have provided themselves with customary meals because of receipt of notice of intention to work overtime, they will be entitled to an allowance as specified in the table below, for each unpaid meal so provided in the event of the work not being performed or ceasing before the respective mealtimes.

When employees work more than four (4) hours' overtime on a Saturday and/or Sunday they will be entitled to an unpaid meal break of not more than one (1) hour at the end of the fourth (4th) hour, provided that their overtime is to continue for not less than one (1) hour after the meal break.

If such overtime continues to the tenth (10th) hour from the commencement of such overtime on such day, employees will be entitled to a further unpaid meal break of not more than one (1) hour provided overtime continues after the break.

Where such overtime continues after the tenth (10th) hour from the commencement of such overtime on such day, employees will be entitled to a further unpaid meal break (provided such overtime continues), of not more than one (1) hour after each additional five (5) hours until such time as such overtime is completed.

Employees called out will be allowed to take forty-five (45) minutes for crib after each four (4) hours overtime worked provided such overtime continues, for which no deduction will be made.

Employees called out prior to their normal rostered start time and who work for a minimum of one (1) hour with work continuing into their rostered start time, will be entitled to claim a meal allowance as specified in the table below and will be provided with a thirty (30) minute crib break as soon as possible thereafter. Employees who work for more than four (4) hours under the above circumstances will be entitled to a meal allowance and a forty-five (45) minute crib break in lieu of the thirty (30) minute crib.

Employees called out within one and a-half (1.5) hours of their normal ceasing time and who are required to work more than one (1) hour, will be entitled to a meal allowance as specified in the table below and in addition will be allowed thirty (30) minutes as soon as possible thereafter, without deduction of pay, to partake of a meal.

The overtime meal allowance will be indexed as follows:

Effective Date	Meal Allowance
From the first full pay period commencing on or after 1 <sup>st</sup> March 2024	\$19.68
From the first full pay period commencing on or after 1 <sup>st</sup> March 2025	\$20.57
From the first full pay period commencing on or after 1 <sup>st</sup> March 2026	\$21.32
From the first full pay period commencing on or after 1 <sup>st</sup> March 2027	\$21.93

## 8.11 BREAKS AFTER OVERTIME

Where possible, employees are to be given an adequate break when working overtime between consecutive workdays.

Employees will be given no less than ten (10) consecutive hours off duty between the end of their normal or rostered work on one (1) day and the beginning of normal or rostered work on the next day. The break is exclusive of reasonable travel that is required for the employee to return home.

Apart from the exceptions listed below, in cases where an employee is not given ten (10) consecutive hours off duty and they have continued or resumed overtime into their normal or rostered work day, then they will be paid double rates until released from work and given ten (10) consecutive hours break.

It is recognised that Duty Supervisors or other employees taking calls may be called upon for action or advice and yet not accrue 1.5 hours in aggregate. In the circumstance where 1.5 hours in aggregate are not met, a Duty Supervisor will still be entitled to a ten (10) hour break, when the communication frequency rate is one (1) call per ½ hour over any consecutive three (3) hour period between 11pm and 5.00am.

**Exception:**

In cases where employees work overtime between 11.00pm on one day and 5.00am on the next, then the ten (10) consecutive hour break will commence from the conclusion of their last period of overtime even if it continues after 5.00am. The total overtime worked between 11.00pm and 5.00am must be not less than one (1) and a half-hours in aggregate.

**General:**

The arrangements as outlined above, will also apply when overtime is worked on a Sunday, a Public Holiday or an RDO prior to a rostered work day.

The safety of employees is most important and there may be circumstances where a ten (10) hour break may not be available but due to fatigue, it is determined that an employee should be given a break from work. In these cases, supervisors will have a discretionary right to provide additional paid time.

The provisions of this clause shall apply in the case of shift workers who rotate from one shift to another when overtime is worked.

**8.12 CANCELLATION OF PLANNED OVERTIME**

Where it has been previously agreed that an employee will undertake planned overtime on a weekend (Saturday to Sunday) and the work is subsequently cancelled, the employee will be entitled to a payment of four (4) hours at ordinary rates except in the following circumstances:

- a. Where notice of eight (8) hours or more is given; or
- b. Where the overtime is cancelled as a result of weather-related issues.

Energy Queensland is committed to providing as much notice as possible for weather related cancellations.

For the purpose of this clause notification may include, but is not limited to, telephone or text message.

## **PART 9 SHIFT WORK**

### **9.1 SHIFT DEFINITIONS**

**Day Shift** means any shift worked between the hours of 6:00 am and 6:00 pm.

**Afternoon Shift** means any shift finishing after 6.00pm and at or before midnight.

**Night Shift** means any shift finishing after midnight and at or before 8.00am.

**Continuous Shift Arrangements** means shift work covering twenty-four (24) hours per day, seven (7) days per week

**Non-continuous Shift Arrangements** means an indefinite period other than a 24/7 roster.

**Short term Shift Arrangement** means a shift covering any duration of a minimum of five (5) days up to and including eight (8) weeks Monday to Friday only.

### **9.2 SHIFT WORK**

Shift work may be worked by employees to meet business needs, operational, or customer service requirements from time to time.

Subject to the following provisions the ordinary hours of work for shift workers will not exceed 36 hours per week.

The ordinary hours of work for shift workers may be exceeded in any week or weeks subject to the total ordinary hours worked during any roster period not exceeding that number of hours ascertained by multiplying the number of weeks in the roster period by 36 and may be worked according to a roster agreed upon between a majority of the employees concerned and Energy Queensland to suit the needs and circumstances of each establishment. Energy Queensland will advise the relevant Union party in writing of any agreed position prior to any agreed roster being implemented.

Shift workers will be allowed a crib break of 30 minutes during each shift for which no reduction of pay will be made. Such break will be taken at a time and in such manner that it will not interfere with continuity of work where continuity is necessary.

### **9.3 SHIFT PENALTIES**

In addition to salary, the following penalties shall be paid to employees working the following shifts:

#### **9.3.1 Shift Loadings**

**Afternoon shift** - employees who work afternoon shift will be paid a shift allowance of 19.5% of their ordinary rate in addition to their ordinary rate.

**Night shift** - employees who work night shift will be paid a shift allowance of 22.5% of their ordinary rate in addition to their ordinary rate.

#### **9.3.2 Weekend Penalties**

All time worked during an ordinary shift between midnight on Friday and midnight on Sunday will be paid for at double the ordinary rate. The above shift loadings are paid in conjunction with weekend penalties when an employee works their shift on a weekend.

### **9.4 ESTABLISHMENT OF SHIFT ROSTERS**

Where Energy Queensland determines the operational need for a shift roster, the following process will be followed:

- Energy Queensland will notify the relevant nominated employee representative and convene a meeting of affected staff to present and consult on the proposal for the introduction of shift work;
- Following consultation, Energy Queensland will finalise the shift work proposal and seek agreement on the roster from the employees involved;

- To staff the roster, Energy Queensland will seek volunteers to work the roster. Where there are insufficient volunteers, an expression of interest will be sought from other work locations; and
- If there are insufficient volunteers, Energy Queensland may engage new employees who, when assessed as competent, will work the roster.

## **9.5 SHORT TERM SHIFT ARRANGEMENTS**

A Short Term Roster will be established in accordance with the following process where Energy Queensland determines the operational need for short term shift roster. Energy Queensland will notify the affected employees and the nominated employee representatives to meet and consult on the proposal for the introduction of short term shift arrangements.

Following consultation, Energy Queensland will finalise the shift-work proposal and seek agreement on the roster with the employees involved. To staff the roster Energy Queensland will seek volunteers to work the roster. Where there are insufficient volunteers, expression of interest will be sought from other work groups or locations.

If the option above is exhausted, Energy Queensland may engage additional resources who, when assessed as competent, will work the roster. In arriving at these rosters, due regard will be given to health and safety and fatigue management issues.

### **9.5.1 Short Term Shift Loadings**

Hours worked as a short term shift arrangement, will attract a shift loading of 30% for all hours worked. Short term shift work will only be worked Monday – Friday.

## **9.6 OVERTIME PENALTIES AND MINIMUM PAYMENT**

Overtime worked in any calling in or in connection with which more than one shift per day is worked, will be paid for at the rate of double time.

For all employees engaged in shift work, all time worked in excess of eight (8) hours in any one day will be considered as overtime.

Employees who work overtime during an afternoon or night shift will be paid double time on their afternoon or night shift rate respectively.

Shift Workers who are rostered on to work on a statutory holiday will be paid at double time and one half (2 ½ times) of their base rate of pay and any overtime is paid at double the applicable overtime rates that is four (4) times the base rate.

For those shift workers who are not rostered to work on a statutory holiday and subsequently perform work on that day will be paid at double time and one half (2 ½ times) and four times (4 times) for Christmas Day of their base rate with a minimum payment for four (4) hours for the day and will receive a day of leave to be taken at a mutually agreeable time in the same manner as annual leave.

## **9.7 BREAKS BETWEEN ROSTERED ATTENDANCES**

The Parties agree that employees will be given no less than ten (10) consecutive hours off duty between the end of work on one day, and the commencement of work on the next.

Where a shift worker is not given ten (10) consecutive hours off duty and they have continued or resumed overtime into their normal or rostered work day, then they will be paid double time until released from work and given ten (10) consecutive hours rest.

### **9.7.1 Extended Breaks – Shift Workers**

It is important to note that the safety of our employees is the most important issue and there may be circumstances where a ten (10) hour rest break may not be available or sufficient. Where a ten (10) hour break is insufficient due to fatigue, the employee may be provided with a longer break at the discretion of the supervisor. If a break or longer break is taken and it goes into the normal starting time of the employee, the employee will not suffer a reduction in their ordinary pay for that period.



## **PART 10 LEAVE**

### **10.1 ANNUAL LEAVE**

Every employee, other than a casual employee, will be entitled to annual leave on full pay at the end of each year of employment as follows:

- a) Five (5) weeks if employed on shift work where three (3) shifts per day are worked over a period of seven (7) days per week; or
- b) Four (4) weeks in any other case.

Employees working on a long term, Non-Continuous Shift, (not including Short Term Shift Arrangements, as defined), will be entitled to an additional three (3) days annual leave per year worked, accumulated and available on a pro-rata basis.

Annual leave is normally taken at a convenient time and duration, mutually agreed to by the employee's Supervisor/Manager in accordance with department and employee needs. Pro-rata annual leave, that is leave accrued for less than one (1) year, may be granted before the completion of 12 months service, subject to managerial approval. The actual pro-rata leave amount will not exceed the accrued balance, that is, employees will not be entitled to take more than their accrued pro-rata leave.

On submission of an annual leave application, employees will receive advice on the success or otherwise of their application within two (2) weeks of submission.

Part-time employees are entitled to annual leave calculated as a proportion of the entitlement for full time employees.

Where an employee elects to convert or revert between a Full time to Part-time working arrangement, or between a nine (9) day working arrangement and a ten (10) day working arrangement, leave balances will be maintained.

Employees may apply to take annual leave at half pay. Approval will be subject to operational requirements. Approval of annual leave at half pay will not be unreasonably refused.

Where an employee accesses their leave at half pay, applicable wage deductions will continue to apply at the full rate, for example salary sacrifice arrangements and vehicle deductions.

Annual leave payments will be paid as:

- A lump sum payment prior to commencement of annual leave at the request of the employee; or
- The employee's weekly wage, with deposits being credited to their account(s) in accord with normal pay arrangements.

Annual leave will be exclusive of any public holiday which may occur during the period of that annual leave.

Annual leave will be paid at the ordinary rate received immediately prior to annual leave. Note the ordinary rate will include any rate which is received in excess of the ordinary rate payable under this Agreement.

A shift worker will be paid at the rate payable for work in ordinary time according to the employee's roster or projected roster including Saturday, Sunday or public holiday shift.

In circumstances where cancellation of annual leave is considered due to operational requirements, consultation will occur prior to cancellation of any leave. The rescheduling of any such leave will be taken at a mutually agreed time.

If the employment of an employee is terminated the employee will be paid all leave owing (including any pro-rata annual leave) at the time of termination. Furthermore, the date of termination will be extended by either the amount of accrued annual leave owing or the amount of long service leave owing whichever is the greater. Any public holiday falling on a day the employee would have been rostered to work during this period will be calculated at the employee's ordinary rate and paid at the time of termination.

The following allowances/penalties are payable during periods of annual leave and therefore payable in termination for any accrued annual leave:

- a) Shift workers - Subject to the rate of salary to be paid to a shift worker, the rate payable shall be for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts, or an annualised salary as applicable.
- b) Employees-in-Charge - Employee-in-Charge allowances shall be included in the salary to be paid.

Employees will take their entitlement to annual leave within twelve (12) months following the date of which it falls due except where by agreement with Energy Queensland it is deferred to a later date.

#### **10.1.1 Excess Annual Leave**

The effective management of annual leave is important in maintaining the wellbeing of employees, an organisation's productivity and its ability to deliver services efficiently and effectively. Excess leave is a significant concern due to its impact on employee wellbeing and productivity. Accordingly, excess annual leave will be managed in accordance with this provision.

As a first step, where an employee's annual leave balance is in excess of 8 weeks or 10 weeks for a shift worker (or the equivalent two years entitlement), Energy Queensland will seek to reach agreement with employees to reduce the excessive leave.

Where agreement cannot be reached, Energy Queensland may direct an employee to take annual leave. Unless the employee otherwise agrees, Energy Queensland will give the employee at least one month's notice of the date from which the annual leave will be taken subject to the following:

- The period of annual leave taken will not result at any time in the employee's remaining annual leave balance being less than six (6) weeks when any other paid annual leave arrangements are taken into account.
- The employee will not be required to take any period of paid annual leave of less than one (1) week.

#### **10.1.2 Preservation of Five (5) Weeks Annual leave**

Administrative Stream employees who prior to 1995 had an entitlement to five (5) weeks annual leave per annum will retain this entitlement unless they elect in writing to forego one (1) week's accrual per annum on a permanent basis and be paid an additional 2% into their base rate.

This provision does not apply to:

- Shift workers;
- Administrative employees engaged after 1995 working outside of the geographical area lying north of the 22nd Parallel of South Latitude and/or West of the 144th meridian of East Longitude.

#### **10.1.3 Illness Whilst on Annual Leave**

An employee falling sick during annual leave may claim personal leave in accordance with the provisions detailed below, provided the employee has an appropriate personal leave balance. Annual leave for that period of sickness may be re-credited as annual leave to be taken at a mutually convenient time, provided that:

- The period of illness is at least two (2) consecutive working days; and
- A medical certificate from a qualified medical practitioner is included with the claim.

#### **10.1.4 Annual Leave Loading**

A loading of seventeen and a half percent (17.5%) will be paid to employees on any period of annual leave prospectively taken during the course of their employment over the life of this agreement. The loading is calculated on the Employee's base salary.

## **10.2 PERSONAL LEAVE**

Personal leave is available in circumstances where the employee sustains an illness or injury, which results in the employee being unable to perform their normal duties. Personal leave will also be available where an employee is required to attend a pre-booked medical appointment (including dental, surgery, or vaccinations).

### ***Entitlement***

- Every employee, except a casual employee, is entitled to be paid personal leave at the nominal rate of one (1) day per month of service up to a maximum of 12 days per completed year of service, unless provided for in an alternative employment arrangement provided for under this Agreement.
- Part-time employees accrue personal leave on a pro rata basis.
- Payment for personal leave will be made based on the number of hours that would have been worked by the employee if they were not absent on personal leave.
- Personal leave may be taken for part of a day.
- New employees can access up to six (6) days of Personal Leave accrual in advance for the first 6 months of employment, with accruals to commence prospectively after 6 months.

### ***Employee must give notice***

The payment of personal leave is subject to the employee promptly advising their supervisor at the first opportunity of their absence and its expected duration.

### ***Evidence supporting a claim***

When the employee's absence is for more than five (5) consecutive working days (consecutive days include the days immediately preceding and following a weekend, public holiday or RDO), the employee is required to give Energy Queensland a doctor's certificate, or other reasonably acceptable evidence to Energy Queensland's satisfaction, about the nature and approximate duration of the illness as soon as reasonably practicable (which may be a time after the leave has started).

Where an employee is subject to a coaching plan for absence management related issues, Energy Queensland may seek medical evidence to support each day of the employee's absence.

### ***Accumulated personal leave***

An employee's accumulated personal leave entitlements are preserved when:

- The employee is absent from work on unpaid leave granted by Energy Queensland;
- Energy Queensland or the employee terminates the employee's employment, and the employee is re-employed within three (3) months;
- The employee's employment is terminated because of illness or injury and the employee is reemployed by Energy Queensland without having been employed in the interim.

The employee accumulates personal leave entitlements whilst absent from work on paid leave granted by Energy Queensland.

### ***Workers' Compensation***

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of personal leave. Provided that upon written application of the employee, accrued annual leave or long service leave may be utilised to "top up" WorkCover payments to 100% of the employee's pre-injury Agreement salary.

### **10.2.1 Concessional Personal Leave**

A concessional personal leave entitlement of 13 weeks will be credited to employees who have been employed in a Queensland Government owned electricity entity for 25 years, without a break of employment exceeding three (3) months.

### **10.2.2 Concessional Personal Leave - Returned Service Personnel**

Returned service personnel will be granted a special credit of sixty-five (65) working days Personal Leave of absence, for illness directly attributable to active service caused disabilities.

Eligibility for this entitlement will be conditional on the employee providing documentary evidence from the Department of Veteran' Affairs, that the disability has been accepted by that Department as attributable to active service.

Claims against this entitlement will be considered even when an employee has a credit of normal Personal Leave.

A medical certificate or other reasonably acceptable evidence to Energy Queensland's satisfaction, about the nature and approximate duration of the illness is required where the absence is for more than two (2) days.

Employees who consider they are eligible for this entitlement should make application, supported by the necessary documentary evidence to the Regional Human Resources Manager.

Applications for taking of Personal Leave should be lodged in the normal manner. However, claims for debits against this entitlement should specifically indicate that the absence was associated with the employee's disability which has been accepted by Energy Queensland as being the result of active service.

## **10.3 SPECIAL CIRCUMSTANCES LEAVE**

Where special circumstances arise Energy Queensland may grant to an employee additional leave with pay under such conditions or limitations as Energy Queensland will determine.

Such leave will only be provided where an employee has exhausted all accrued leave entitlements and appropriate evidence to the satisfaction of Energy Queensland is provided to support the requirement for additional leave. For example, where an employee or immediate member of the employee's family requires ongoing medical care for a life threatening injury or illness. Such approval will require written evidence to the satisfaction of Energy Queensland which will not unreasonably be refused.

### **10.3.1 Family and Domestic Violence Leave**

Paid domestic and family violence leave is available to support employees experiencing the effects of domestic and family violence by providing access to paid leave and support and will not be unreasonably withheld. The amount of paid leave that may be reasonably required is not capped and other leave balances do not need to be taken or exhausted prior to accessing domestic and family violence leave. In the case of accessing leave for domestic and family violence purposes, an employee will have access to a minimum of 10 days per year of paid leave.

In approved circumstances Energy Queensland will advance wages (e.g a week's wage) to the employee to support them during the crisis period to establish a new life. Repayment arrangements will be mutually agreed and implemented over a reasonable timeframe without imposing undue financial hardship.

An employee experiencing the effects of domestic and or family violence may seek assistance to access paid leave through their manager and / or human resources.

Domestic and/or family violence support leave can be taken as a part day absence and leave with pay for domestic and family violence purposes counts as service for all purposes.

Leave provisions and requirements will be available in accordance with Energy Queensland policy, including:

- Individual Support.
- Confidentiality.
- Adverse action.
- Contact person.
- Workplace Safety Planning Strategies.

Any changes to the Policy will be done through agreement with the Parties.

### **10.3.2 Additional Health and Wellbeing Special Leave**

Upon operation of this agreement employees may access up to ten (10) days of Special Leave per annum, which resets on 1 March each year. This leave will apply to health and wellbeing matters which may include the following:

- Reproductive appointments (eg IVF and vasectomy), menopause or menstruation matters;
- Gender Affirmation; and
- Trauma experiences whilst carrying out usual workplace duties. For Example, exposure to major workplace incidents such as electric shock, fire, physical or verbal threats of violence or death of other parties.

### **10.3.3 Additional Mental Health Special Leave**

Upon operation of this agreement employees may access up to ten (10) days of Mental Health Special Leave per annum, to assist employees to manage their mental health. This leave will reset on 1 March each year.

### **10.3.4 Special Leave – Additional Parental Leave**

Any unused portion of Health and Wellbeing Special Leave and or Mental Health Special Leave from the previous twelve months may be taken at the commencement of paid parental leave. This leave will not accrue if unused. Accessing such leave would not reduce an employee's entitlement to the 14-week paid primary care giver leave entitlement; or the 1-week secondary care giver leave entitlement.

These arrangements will be reviewed subject to any whole of Government changes/enhancements to parental leave.

## **10.4 CARER'S LEAVE**

### **10.4.1 Use of Personal Leave**

An employee with responsibilities in relation to either members of their immediate family or members of their household will be entitled to use their accrued Personal Leave entitlement for absences to provide care and support for such persons when they are ill or injured, or because of an unexpected emergency affecting a member of their immediate family or members of their household.

The employee will, if requested, provide reasonable evidence to Energy Queensland's satisfaction that the person concerned requires care by another.

In normal circumstances, an employee will not take carer's leave where another person has taken leave to care for the same person.

Carer's leave may be taken for part of a single day.

The employee will, where practicable advise Energy Queensland at the first opportunity:

- Give notice prior to the absence;
- The name of the person requiring care and their relationship to the employee;
- The reasons for taking such leave; and
- The estimated length of absence.

#### 10.4.2 Alternative Carers Leave Arrangements

Where an employee has exhausted their entitlement to paid carers leave, subject to approval by Energy Queensland the employee may take unpaid carer's leave or the following types of leave in the manner prescribed below:

##### Annual Leave

An employee may elect, with the consent of Energy Queensland, to take annual leave at a time or times agreed between the parties which may be taken in single day periods or parts thereof in any calendar year at a time or times agreed between the parties.

##### Time Off in Lieu (TOIL)

An employee may elect, with the consent of Energy Queensland to take time off in lieu of payment for overtime at a time or times agreed with Energy Queensland to discharge a responsibility to care for or support a person whether personal or not.

Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate that is an hour for each hour worked.

Energy Queensland will, if requested by an employee, provide payment at the rate provided for the payment of overtime in this Agreement, for any overtime worked, in accordance with this Clause where such time has not been taken within four (4) weeks of accrual.

##### Make-Up time

An employee may elect, with the consent of Energy Queensland, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement, at base rates.

An employee on shift work may elect, with the consent of Energy Queensland, to work make-up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift rate which would have been applicable to the hours taken off.

#### 10.5 COMPASSIONATE LEAVE

An employee including long term casuals will, on the death of their:

Legal Guardian;	Mother-in-law or Father-in-law;
Stepfather or Step-mother;	Half-brother or Half-sister;
Stepbrother or Step-sister;	Brother-in-law or Sister-in-law;
Niece, Nephew;	Uncle, Aunt;
Cousins;	Son-in-law or Daughter-in-law;
Grandfather or Grandmother;	Grandson or Granddaughter;
Great Grandfather or Great Grandmother	Spouse;
Former spouse,	Ex-foster child;
Ex-nuptial child;	Ex-foster parent;
Step Grandparents	

will be entitled on notice to two (2) ordinary days of compassionate leave without loss of pay. The period of leave will not exceed the number of hours worked by the employee on two (2) ordinary days.

On the death of an employee's wife, husband, de facto, child/step child, mother or father, brother or sister they may access up to ten (10) days of compassionate leave.

Reasonable additional compassionate leave may be provided at Energy Queensland's discretion where an employee has assumed significant responsibility for the arrangements of ceremonies resulting from the death, or where cultural obligations necessitate a longer period of bereavement leave.

Compassionate leave can be split to allow a period of leave prior to the funeral and then for attendance at the funeral at a later date.

In addition, where the employee must travel extensively for the purpose of bereavement leave, an employee will be entitled up to a maximum of two (2) additional days without loss of pay on each occasion.

In each case, satisfactory evidence must be provided if requested by Energy Queensland.

Any claims for compassionate leave for a person not listed above must be referred to Human Resources.

Energy Queensland may approve unpaid leave where the period of paid compassionate leave is insufficient.

A “long term casual employee” is a casual employee engaged by Energy Queensland, on a regular and systematic basis, for several periods of employment during a period of at least one (1) year immediately before the employee seeks to access compassionate leave.

## 10.6 PARENTAL LEAVE

Energy Queensland will provide parental leave (including adoption, guardian and/or surrogacy leave) in accordance with the requirements of the *Fair Work Act 2009* (Cth), including any request for extension.

The entitlement to parental leave for casual employees is limited to those casual employees who would qualify for parental leave pursuant to the *Fair Work Act 2009* (Cth).

On becoming aware that an employee or the employee’s spouse, is pregnant, or that the employee is adopting a child, or becoming the guardian of a child who has not previously resided with them, or that an employee is an intended parent under a surrogacy arrangement, Energy Queensland must inform the employee of:

- Statutory entitlement to parental leave;
- Entitlement to paid parental leave; and
- Energy Queensland’s parental leave policy.

Additionally, Energy Queensland will provide paid parental leave at the employee’s ordinary rate of pay to employees with 12 months continuous service as follows:

Table 1.

Leave	Entitlement	Payment
Paid Primary Caregivers Parental Leave	Employees who take responsibility to provide primary care during the first twelve months from the date of birth or placement	14 calendar weeks (this may be accessed at half pay over 28 weeks).  Up to 20 days Health and Wellbeing Special Leave or Mental Health Special Leave. An employee will be entitled to access the balance of any days not taken during the previous 12 months.
Secondary Caregivers Parental Leave	Employees who provide secondary care at the time of birth or placement.	1 calendar week (this may be accessed at half pay over 2 weeks).  Up to 20 days Health and Wellbeing Special Leave or Mental Health Special Leave. An employee will be entitled to access the balance of any

		days not taken during the previous 12 months.
Special Parental Leave	<p>The pregnancy of an employee terminates within 28 weeks but before 20 weeks of the expected date of birth of the child other than by the birth of a living child.</p> <p>Employees who experience a pregnancy related illness or whose pregnancy ends/terminates other than by live birth of a child.</p> <p>An employee experiencing pregnancy related illness prior to taking parental leave.</p> <p>Employees who are primary caregivers to a child requiring Neonatal Intensive Care Unit care or other Special Care unit care may access special paid leave arrangements to support caring for their child.</p>	<p>Period of leave as required by a medical practitioner.</p> <p>Up to 14 calendar weeks (this may be accessed at half pay over 28 weeks). An employee may elect to return to work earlier.</p> <p>Personal Leave, unpaid leave for as long as a medical practitioner certifies as necessary.</p> <p>An employee will be entitled to special paid leave from the date of birth of the child until the expected commencement date of parental leave.</p> <p>Any period of special paid leave accessed during the period the child is in the Neonatal Intensive Care Unit will not reduce the 52 week period.</p>

All entitlements in *Table 1* are the same in instances of adoption or guardian leave.

The paid special leave arrangements noted in *Table 1* above will be reviewed subject to any whole of Government changes/enhancements to parental leave.

### 10.6.1 Parental Leave and Other Leave Entitlements

Provided the aggregate of any leave, including leave taken under Parental Leave, does not exceed the period to which the employee is entitled, an employee may, in lieu of or in conjunction with Parental Leave, take any Annual Leave or Long Service Leave or any unused portion of Health and Wellbeing Special Leave and Mental Health Special Leave or any part thereof to which they are entitled.

In the event the parental leave entitlement for State Government employees increases above the paid parental leave entitlement offered at EQL (including the additional weeks provided for through Health and Wellbeing Special Leave and or Mental Health Special) then EQL will match the entitlement offered by the State Government. In such circumstances, the Health and Wellbeing Special Leave and or Mental Health Special entitlements may no longer apply for the purpose of additional parental leave.

There will be no changes to parental leave entitlements in circumstances where the entitlement offered to EQL employees under this Agreement and through policy (including the additional weeks entitlement provided for through Health and Wellbeing Special Leave and or Mental Health Special) is more advantageous than what is offered to State Government workers



Where an entitlement exists, an employee may also elect to take any accrued Annual Leave or Long Service Leave at half pay in conjunction with paid Parental Leave, provided the maximum period of leave at half pay does not end beyond fifty-two (52) weeks.

Paid Personal Leave or other paid authorised absences (excluding Annual Leave, Long Service Leave, Health and Wellbeing Special Leave or Mental Health Special Leave) will not be available to an employee during their absence on Parental Leave.

### **10.6.2 Special Adoption Leave**

Energy Queensland will grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two (2) days, as is required by the employee to attend any compulsory interviews or examinations as are necessary.

### **10.6.3 Superannuation on Unpaid Parental Leave**

Superannuation contributions will continue to be paid during the period of paid and unpaid parental leave, up to a maximum of 52 weeks. Where half pay is applicable, superannuation contributions will continue at the full-time rate.

Where an employee is working in a part-time capacity prior to parental leave, superannuation contributions will be made at the part-time rate during a period of unpaid leave or half-pay.

### **10.6.4 Breastfeeding at Work**

Energy Queensland is committed to supporting our employees and their breastfeeding needs (including expressing milk) at work by:

- Providing suitable facilities for breastfeeding or expressing milk and the safe and secure storage of milk;
- Providing suitable paid breastfeeding breaks to facilitate breastfeeding or expressing milk; and
- Providing flexible working options to support breastfeeding needs.

Employees are able to take breaks for breastfeeding needs (or expressing milk) during work hours as follows:

- One (1) half hour paid breastfeeding break for employees who have worked 4 hours or less a day; or
- Two (2) half hour paid breastfeeding breaks (or a total of 1 hour) for employees who have worked over 4 hours a day.

The paid breastfeeding breaks are inclusive of paid rest pauses. For employees requiring more than the applicable paid breastfeeding break/s, employees may apply for a flexible work arrangement or leave to cover the time in excess.

Paid parental leave, (with the exception of the Government Paid Parental Leave Scheme) will be counted as service for the accrual of all entitlements.

### **10.6.5 Nature of Part-Time work**

An employee may request to return to work on a part time basis following parental leave. The duties and workloads for part time employment will be appropriate to the relevant part time arrangements mutually agreed.

## **10.7 LONG SERVICE LEAVE**

### **10.7.1 Entitlement**

An employee is entitled to thirteen (13) weeks Long Service Leave on the completion of ten (10) years continuous service.

Employees will be entitled to take proportionate long service leave after seven (7) years continuous service recognised by Energy Queensland. An employee's entitlement to long service leave after ten (10) years of continuous service will be reduced by any proportionate long service leave taken. An employee may access their long service leave after seven (7) years of employment at the pro rata rate.

Where an employee has more than five (5) years of service and is over fifty-five (55) years of age, they can access pro-rata long service leave under a formalised transition to retirement arrangement.

### 10.7.2 Entitlement on Termination of Employment

Notwithstanding, an employee will be entitled to a proportionate payment for Long Service Leave on the termination of the employee's service in the following circumstances:

- An employee fifty-five (55) years of age or older resigns and has at least five (5) years continuous service ending when the employee resigns.
- An employee under fifty-five (55) years of age and has at least five (5) years continuous service resigns as a result of illness or injury and provides Energy Queensland with a medical certificate, from an appropriate doctor, stating they are unable to continue in their employment with Energy Queensland because of the employee's ill health.
- An employee's service ceases because of the employee's death and they had at least five (5) years continuous service ending when the employee dies.
- An employee resigns because of a domestic or other pressing necessity and has at least seven (7) years continuous service ending when the employee resigns.
- An employee's service is terminated by Energy Queensland for a reason other than the employee's conduct, capacity or performance and has at least seven (7) years continuous service when the employee's service is terminated.
- On completion of ten (10) years of service, any unused accrued long service leave.

The amount of proportionate payment will be equal to the amount that would have been paid to the employee if the employee had taken all Long Service Leave to which the employee was entitled on the last day of employment.

If an employee has died, Energy Queensland will pay the amount as soon as is practicable to the persons (if any) who, Energy Queensland is satisfied, are completely or substantially dependent on the earnings of the employee; or in other cases to the employee's personal representative.

**Appropriate doctor** means a doctor who Energy Queensland is satisfied has the appropriate expertise to decide whether or not the employee is able to continue in the employee's present employment.

### 10.7.3 Service Recognised for Long Service Leave

Continuous service means:

- Service that is continuous or taken to be continuous under Chapter 8 of the *Electricity Regulation 2006* (Qld), and
- A period of former service that is, under Chapter 8 of the *Electricity Regulation 2006* (Qld), recognised for working out the period of service of the employee in the Government Owned Electricity (GOE) industry; and
- For an employee who became a GOE industry employee on 1 January 1995 because of the repealed *Government Owned Corporations (QGC Corporatisation) Regulation 1994* (Qld) or the repealed *Government Owned Corporations (QTSC Corporatisation) Regulation 1994* (Qld) - previous service, including broken service, recognised as service for Long Service Leave purposes under the repealed *Electricity Act 1976* (Qld).

### 10.7.4 Casual Employees – Service and Continuity of Service

The service of an employee who has been employed more than once by one or more GOE employers over a period is continuous service with Energy Queensland even though:

- the employment is broken; or

- any of the employment is not full-time employment; or
- the employee is employed by the entity or entities under two (2) or more employment contracts; or
- the employee would, apart from this section, be taken to be engaged in casual employment; or
- the employee has engaged in other employment during the period.

Continuous service ends if the employment is broken by more than three (3) months between the end of one employment contract and the start of the next employment contract.

In working out the length of a casual employee's continuous service, service by the employee before 23 June 1990 will not be taken into account. A period when the employee was not employed by Energy Queensland or another GOE employer will be taken into account, provided that continuous service ends if the employment is broken by more than three (3) months between the end of one employment contract and the start of the next employment contract.

#### **10.7.5 Periods of Absence Without Pay That Count As Service**

An employee's absence without pay from employment is counted as service only if:

- the absence is as sick leave for no more than three (3) months; or
- the employee is paid for the absence under the *Workers' Compensation and Rehabilitation Act 2003* (Qld) as amended from time to time for an injury sustained by the employee; or
- the absence is for leave, other than sick leave, of no more than two (2) weeks granted by Energy Queensland; or
- Energy Queensland has approved the inclusion of the period of the absence in the employee's period of service for this part; or
- the employee is a casual employee and Clause 10.7.4 applies.

#### **10.7.6 Calculation of Long Service Leave – Full-Time and Part-Time Employees**

The calculation of Long Service Leave will be in hours as has been agreed between Energy Queensland and Parties to this Agreement and will be at the rate of 1.3 weeks on the appropriate rate of pay for each year of the employee's continuous service.

The appropriate rate of pay is:

- for a full-time employee – at the full pay rate; and
- for a part-time employee – at a proportionate amount of full pay rate.

#### **10.7.7 Calculation of Long Service Leave – Casual Employees**

The minimum leave and amount payable to a casual employee for Long Service Leave is worked out using the following calculation:

$$\frac{\text{Actual service} \times 13}{52} \times \frac{\text{hourly rate}}{10}$$

**Actual service** means the total ordinary working hours actually worked by the employee during the employee's period of continuous service.

The appropriate rate of pay for a casual employee is the hourly rate for ordinary time payable to the employee:

- if the employee takes the Long Service Leave – on the day the employee starts the leave; or
- if the employee's employment is terminated – on the day the termination takes effect.

#### **10.7.8 Casual Employees—Conversion to Full Time Equivalent**

Subject to Mutual Agreement a casual employee's entitlement to Long Service Leave may be taken in the form of its full-time equivalent.

Example – If a casual employee is entitled to be paid for two hundred and eighty eight (288) hours Long Service Leave; the employee and Energy Queensland may agree that the employee takes eight (8) weeks leave (290 hours ÷ 36 hours = 8 weeks).

#### **10.7.9 Energy Queensland’s Right to Refuse or Defer Long Service Leave**

Energy Queensland may refuse an employee’s application for Long Service Leave where timely notice was not given; or the granting of the leave applied for would be unreasonably detrimental to operational requirements.

If the application is refused, Energy Queensland will arrange with the employee for the leave applied for to be taken as soon as is mutually convenient.

#### **10.7.10 Minimum Period**

The minimum period of Long Service Leave that may be granted at a time is one (1) day. Subject to Mutual Agreement, a lesser period of Long Service Leave may be approved for those employees considering full time retirement from the work force and who may consider a transition period to retirement.

#### **10.7.11 Energy Queensland’s Right to Recall an Employee from Long Service Leave**

If special circumstances exist, Energy Queensland may cancel Long Service Leave already granted or recall an employee to duty from Long Service Leave.

Where Energy Queensland cancels Long Service Leave or recalls an employee to duty, the employee may elect either:

- to take the Long Service Leave, or the balance of Long Service Leave, at a mutually convenient time; or
- to have the leave or balance of the leave re-credited to the employee’s entitlement to Long Service Leave.

#### **10.7.12 Public Holidays During Long Service Leave**

Long service leave will be exclusive of any public holiday which may occur during the period of leave.

#### **10.7.13 Illness During Long Service Leave**

Employees falling ill while on Long Service Leave can on the production of a medical certificate from a recognised medical practitioner or other reasonably acceptable evidence to Energy Queensland’s satisfaction, about the nature and approximate duration of the illness, convert that proportion of their Long Service Leave to their Personal Leave entitlement where the claim is for a minimum of two (2) working days incapacity.

If an employee is granted a period of Personal Leave, the day the employee is to resume duties after the Long Service Leave will not be affected and the adjusted period is added to the employee’s entitlement to Long Service Leave.

Subject to Mutual Agreement the period for which the employee is currently absent on Long Service Leave may be extended. If Energy Queensland agrees to the request:

- the period for which the employee is currently absent on Long Service Leave will be extended by the adjusted period; and
- the employee’s entitlement to Long Service Leave is not affected.

#### **10.7.14 Preservation of Particular Existing Rights**

An employee who became a GOE industry employee on 1 January 1995 because of the repealed *Government Owned Corporations (QGC Corporatisation) Regulation 1994* (Qld) or the *Government Owned Corporations (QTSC Corporatisation) Regulation 1994* (Qld); and under the Long Service Leave arrangements of the repealed *Electricity Act 1976* (Qld) would have been entitled:

- to a greater period of Long Service Leave; or
- to a greater amount of cash equivalent of Long Service Leave; or
- either to Long Service Leave or to a cash equivalent of Long Service Leave under the arrangements and who is not entitled to Long Service Leave or a cash equivalent of Long Service Leave under this part.

The employee is entitled to be granted the greater period of Long Service Leave; or paid the amount of cash equivalent of Long Service Leave that is greater in amount; or granted the Long Service Leave or paid the cash equivalent of Long Service Leave to which the employee would have been entitled if the Long Service Leave arrangements had remained in force.

#### **10.7.15 Long Service Leave at Half Pay**

Employees may request to access periods of long service leave at half pay. Approval of long service leave at half pay will not be unreasonably refused.

### **10.8 PUBLIC HOLIDAYS INCLUDING LABOUR DAY**

All work done by any employee on:

- The 1st January;
- The 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Sunday;
- Easter Monday;
- The 25th April (Anzac Day);
- The Birthday of the Sovereign;
- Christmas Eve (6pm to midnight);
- Boxing Day;
- Any other day declared or prescribed under law or State or Territory; or
- Any day appointed to be kept in place of any such holiday or any additional day appointed will be paid for at the rate of double time and a-half with a minimum of four (4) hours.

All work done by any employee on Christmas day (25th December) will be paid for at the rate of quadruple time (400%) with a minimum of four (4) hours.

#### **10.8.1 Employees Who Do Not Work Monday to Friday of Each Week**

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

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

### **10.8.2 Labour Day**

All employees will be entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee will be paid a full day's wage for that day and in addition, a payment for the time actually worked by the employee at one and a-half times the base rate prescribed for such work with a minimum of four (4) hours.

### **10.8.3 Agricultural/Horticultural/Industrial Show Public Holiday**

All employees will be entitled to only one (1) Agricultural/Horticultural/Industrial Show Holiday per annum. Where employees are not in a position to access an agricultural/horticultural show holiday in their region, they can claim only one (1) of the following options:

- One (1) day to be allocated to their Annual Leave accrual; or
- Work on the day that the holiday is appointed will be paid at a rate of double time and a-half, with a minimum of four (4) hours.

### **10.8.4 Double Time and a Half**

For the purposes of public holidays where the rate of salary is a weekly rate, "double time and a-half" will mean one and one-half day's salary in addition to the prescribed weekly rate, or pro rata if there is more or less than a day.

### **10.8.5 Payment for Work Performed Outside Ordinary Hours on a Public Holiday**

All time worked by employees (excluding shift workers) on public holidays outside the ordinary working hours specified in this Agreement, prescribed by a roster, or usually worked on the day of the week on which the holiday falls, will be paid at double the applicable overtime rate.

### **10.8.6 Stand Down**

Any and every employee who, having been dismissed or stood down by Energy Queensland during the month of December in any year, will be re-employed by Energy Queensland at any time before the end of the month of January in the next succeeding year will, if that employee will have been employed by Energy Queensland for a continuous period of two (2) weeks or longer immediately prior to being so dismissed or stood down, be entitled to be paid and will be paid by Energy Queensland (at the base rate payable to that employee when so dismissed or stood down) for any one or more of the following holidays, namely, Christmas Day, Boxing Day, and the first day of January occurring during the period on and from the date of the dismissal or standing down to and including the date of re-employment as aforesaid.

### **10.8.7 Public Holiday Meal Allowances**

All employees, who as a part of their ordinary roster are required to work on a public holiday will be paid a meal allowance for work performed that continues for more than one (1) hour past noon, and/or one (1) hour past 6pm; provided that work is commenced prior to noon or 6pm respectively. This payment is to be made in lieu of the overtime meal allowance payments.

## **10.9 PURCHASED LEAVE**

Employees may apply at any time to purchase up to four (4) weeks additional leave per year with salary payments averaged until the equivalent Purchased Leave period is paid off.

Access to purchased leave is subject to the following conditions:

- The approval of purchased leave is at the sole discretion of Energy Queensland, after taking into account issues such as operational requirements and other business needs, including maintaining equity in the distribution of approved leave and high demand leave periods;
- Purchased leave is not available where employees have at the time of applying for leave, an annual leave balance equivalent to more than two (2) years entitlement;

- Purchased leave must be taken in blocks of at least one (1) full week up to a maximum of four (4) weeks;
- Purchased Leave must be paid for in full prior to the employee commencing the Purchased Leave;
- The timing of purchased leave must be specified at the time of purchase but may be varied by Agreement;
- Purchased leave arrangements must be agreed to on an individual basis each twelve (12) month period;
- Applications for purchased leave can only be made once every twelve (12) month period;
- If an employee is sick while on purchased leave and obtains a medical certificate from a recognised medical practitioner, those days covered by the medical certificate with a minimum of two (2) working days, will be re-credited to the employee's purchased leave credits;
- Purchased leave, once approved, counts as service for all purposes;
- Purchased leave not taken by the specified date will be forfeited and the value of the leave refunded at the rate it was purchased. Exceptions to this may exist in cases of hardship, which will be considered on a case by case basis and paid on approval to terminate the arrangement; and
- Participation in purchased leave will not affect an employee's final average salary for the purposes of superannuation.

#### **10.10 LEAVE WITHOUT PAY**

Leave without pay is available to meet an employee's personal needs including a career break, study, and exceptional or extenuating circumstances.

At the sole discretion of Energy Queensland, an employee may be granted leave without pay, subject to the following provisions:

- Periods of unpaid leave will not normally exceed 52 weeks, however longer periods may be granted;
- The extent to which other appropriate forms of leave are available or exhausted shall be considered before unpaid leave is granted; and
- The minimum notice for an application for unpaid leave is eight (8) weeks. It is recognised that for applications of an emergency or extenuating circumstances, this period may be waived, provided the employee provides as much notice as possible.

#### **10.11 CULTURAL LEAVE**

Energy Queensland acknowledges and respects the diverse backgrounds and experience of our employees, which reflects the diversity of the Australian community within which we work. As part of this acknowledgement, employees are eligible for up to two (2) paid leave days per annum for cultural leave. This leave can be used for cultural or religious celebrations or days of significance to the employee, such as NAIDOC week celebrations, Diwali, Ramadan or Lunar New Year.

It can also be used to fulfill cultural obligations, including Sorry Business and Sad News leave in addition to bereavement leave entitlements. Requests for additional cultural leave will not be unreasonably withheld.

Employees are encouraged to bank or swap their RDOs, utilise annual leave or take time off in lieu to take part in activities associated with their culture or ethnicity.

However, in circumstances where this is not possible, employees may apply for Cultural or Religious Leave of up to two (2) days per annum. Cultural or Religious Leave is unpaid leave. Approval to access arrangements for cultural diversity leave will not be unreasonably withheld.

#### **10.12 JURY SERVICE**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours will be reimbursed by Energy Queensland an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by Agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to Energy Queensland and Energy Queensland will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees will notify Energy Queensland as soon as practicable of the date upon which they are required to attend for jury service and will provide Energy Queensland with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

**Ordinary pay** means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment.

**Ordinary pay** excludes overtime, penalty rates of all types - including those attached to working ordinary hours (for example) on a Saturday, disability Allowances, shift Allowances, special rates, fares and travelling time Allowances, bonuses and other ancillary payments of a like nature.

### **10.13 FOSTER CARER'S LEAVE**

Energy Queensland acknowledges the contribution of Foster Carer's within the community. In recognition of their needs, employees with Foster Carer's responsibilities may apply for leave to attend to Foster care responsibilities and matters from time to time.

Employees are encouraged to bank or swap their RDOs, utilise annual leave or take time off in lieu to take part in activities associated with their Foster care responsibilities. However, in circumstances where this is not possible, employees may apply for leave without pay in accordance with the leave without pay provisions.

Energy Queensland employees may apply to use accrued personal leave for absences to provide care and support for their foster child/children when they experience a medical condition in accordance with Clause 10.4 of this Agreement.

### **10.14 NATURAL DISASTER LEAVE**

Employees will be provided with Natural Disaster and emergencies leave on full pay up to a maximum of five (5) days per event in accordance with the guideline.



## **PART 11 FLEXIBLE WORKING INITIATIVES**

### **11.1 FLEXIBLE WORKING INITIATIVES**

Flexible Working Initiatives allow an employee to balance personal or family needs and preferences with work commitments. Energy Queensland acknowledges the importance of employees maintaining a balance, and provides discretionary benefits in this Agreement to allow employees to organise their working arrangements in a more flexible way, subject to operational needs. This includes:

- Job Sharing.
- Working from Home.
- Part Time Study Leave Arrangements.
- Transition to Retirement Arrangements.
- Individual Flexibility Arrangements

Requests made in accordance with the FWA will not be unreasonably refused. These include:

- Are the parent or have responsibility for the care, of a child who is school aged or younger
- are a carer (under the *Carer Recognition Act 2010* (Cth))
- have a disability
- are 55 or older
- are experiencing family or domestic violence, or
- provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.

Energy Queensland will provide employees with information and education highlighting the choice and flexibility provided by this Agreement in areas such as balancing work and personal lives.

### **11.2 JOB SHARING**

Job sharing is where two (2) or more employees are able to make arrangements that allow the employees concerned to share one (1) permanent position.

Approval of Job Share will be at the discretion of Energy Queensland and subject to Mutual Agreement between the relevant supervisor/manager and the individual employees concerned, on the hours to be worked and roster arrangements that ensure the arrangement is cost neutral to Energy Queensland.

The employees are required to meet the daily/weekly/monthly hours of the position as determined between the employees concerned, based on their respective personal needs, in consultation with and as approved by their supervisor. Other flexible arrangements such as the individual employees sharing the job via extended block periods up to six (6) months will be considered subject to operational requirements or constraints.

Employees who enter these arrangements will be paid ordinary time rates of pay for all hours that make up the aggregated hours of work of the nominated employee representative position. Overtime will only be paid when the daily ordinary hours are exceeded (8. Hours) and/or the weekly hours of either 36 hours (nine (9) day fortnight) or forty (40) hours (ten (10) day fortnight). Annual Leave and other notified leave requirements will be covered between the employees involved up to the 36 hours per week (nine (9) day fortnight) or forty (40) hours per week (ten (10) day fortnight) at base rates of pay.

Accrual of Annual Leave, Personal Leave and Long Service Leave will be calculated on a pro rata basis on the actual hours worked and recorded by each individual.

### **11.3 WORKING FROM HOME**

An employee may work from home up to a maximum of 50% of the hours of their fortnightly ordinary rostered hours.

Approval of such arrangements will continue to be subject to consultation and based on operational requirements.

Where an ongoing working from home arrangement is approved an employee may be required to participate in a flexible desk arrangement. This will be subject to consultation to ensure successful flexible workspace environments and will take into consideration the needs of employees that require special adjustments to a workstation in order to maintain a safe working environment.

Further information is contained in the Energy Queensland Flexible Work Guide. Additionally, an employee and Energy Queensland may agree for the employee to work from home on an ad-hoc basis.

#### **11.4 PART TIME STUDY LEAVE ARRANGEMENTS**

In circumstances where study has been approved by Energy Queensland on the basis of providing a mutual benefit for the employee and Energy Queensland, the following part time study leave arrangements may apply:

To support further learning developments, employees who are studying approved courses part time, including distance learning programs, Energy Queensland will provide at least one (1) day paid time off per fortnight to attend compulsory classes or five (5) days paid time off per semester to attend compulsory residential/practical courses including associated travel (external students).

Energy Queensland will also provide paid time off to sit for examinations which also include time required to travel to the venue. Energy Queensland will also facilitate time off for employees for pre-examination study and for final preparation of a thesis or similar work.

#### **11.5 TRANSITION TO RETIREMENT ARRANGEMENTS**

Transition to Retirement Arrangements may be available to those employees considering full time retirement from the work force and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and Energy Queensland.

Transition to Retirement Arrangements may include but is not limited to the following:

- Utilisation of accrued leave to maintain full time status while working part time hours without reduction in superannuation benefits.
- Working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDO'S, TOIL, annualised hours or leave without pay over an agreed period of time. For example two (2) months work two (2) months leave in rotation.
- Working from home on a full or part time basis may also be considered where the nature of the work is operationally suitable.
- This arrangement shall be applied through access to long service leave at a minimum of one (1) day per week, in a regular pattern, over an extended period of time.
- Access to Job share arrangements in operational positions, where this meets operational requirements.
- Opt-out options for availability duty rosters, where individual circumstances support this (eg age, health). This may be subject to operational requirements.

Any such arrangements between Energy Queensland and the employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable,) weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times.

These arrangements may be varied by Mutual Agreement between the employee and Energy Queensland and documented.

All accrued leave entitlement balances accrued immediately prior to accepting a Transition to Retirement Arrangements will be maintained without reduction. On commencement of the Transition to Retirement Arrangement, all leave will accrue in accordance with the relevant hours of work Clauses within this Agreement and applicable legislation.

## 11.6 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

1. An employee may make a request to Energy Queensland to make an Individual Flexibility Arrangement to vary when their ordinary hours of work are performed.
2. An Individual Flexibility Arrangement must be requested by the employee and cannot be initiated by Energy Queensland. Energy Queensland will consider the request against operational requirements. The Individual Flexibility Arrangement will be subject to Mutual Agreement.
3. Energy Queensland must ensure that the terms of the Individual Flexibility Arrangement:
  - a. Are about permitted matters under section 172 of the *Fair Work Act 2009* (Cth);
  - b. Do not include unlawful terms under section 194 of the *Fair Work Act 2009* (Cth); and
  - c. Result in the employee being better off overall than the employee would be if no individual arrangement was made.
  - d. Will not impact upon workplace health and safety obligations (e.g. fatigue, security)
4. The Individual Flexibility Arrangement must:
  - a. Name the parties of the agreement;
  - b. Be in writing and signed;
    - i. By the employee and Energy Queensland; and
    - ii. if the employee is under 18 years of age, signed by a parent or guardian of the employee.
  - c. Include details of;
    - i. The terms of the enterprise agreement that will be varied by the arrangement;
    - ii. How the arrangement will vary the effect of the terms; and
    - iii. How the employee will be better off overall in relation to those terms and conditions as a result of the arrangement.
  - d. State the day on which the arrangement commences.
5. Energy Queensland must ensure that a copy of the Individual Flexibility Arrangement is given to the employee within fourteen (14) days after it is agreed to.
6. An Individual Flexibility Arrangement may be terminated by either Energy Queensland or the employee:
  - a. By giving written notice of not more than twenty-eight (28) days; or
  - b. At any time if agreed to in writing by Energy Queensland and the employee.
7. Energy Queensland will provide a report to the Energy Queensland Consultative Forum on the numbers and types of Individual Flexibility Arrangements entered into. This report will occur on a quarterly basis.

## 11.7 WORKFORCE PLANNING ISSUES

During the life of the agreement, the parties are committed to the establishment of a working party to review workforce planning issues, including:

- The maturing workforce;
- Attraction and retention of key skill areas; and
- Workforce diversity.

The working party will develop strategies to address the identified workforce planning issues.

### 11.7.1 Diversity in the Workplace

All parties will contribute to driving a diverse, equitable and inclusive organisation for the benefit of employees, business and customers. This includes working collaboratively with the parties to actively support initiatives and special measures to ensure a safe, inclusive and equitable organisation, reflective of Queensland communities.

## 11.8 DISABILITY MANAGEMENT

The Disability Management process will be engaged, where there is a requirement, due to residual impairment of functionality following illness or injury, to place an employee in gainful employment at an acceptable level of risk, or assist the employee to separate from the organisation. This applies to all employees who have a condition, which is of sufficient severity to result in a significant occupational disability.

The Case Manager will be an Energy Queensland Rehabilitation Consultant, or another suitably qualified person.

### 11.8.1 Referral for Case Management

Employees should be referred for Disability Management when:

- a. An employee has undertaken workplace rehabilitation and has achieved optimal functioning but remains unable to undertake their usual work;
- b. An employee has a medical condition which results in a significant permanent disability;
- c. An employee has advised a supervisor that their capacity to perform allocated duties is permanently altered; or
- d. A supervisor, manager or other suitably qualified person recognises a problem, which warrants assessment and management under this policy.

### 11.8.2 Disability Case Management Process

#### ***Case Assessment***

The Disability Case Management process will be **time limited to three (3) months**, except where it is agreed by the Case Manager that specified time extensions will be useful in progressing the case to an optimal conclusion.

On referral, the Case Manager will assess case status and, in particular, determine that genuine attempts have been made to rehabilitate employees to their pre-injury role. This can be determined by requesting or reviewing information from:

- The employee;
- Managers and supervisors;
- Workplace rehabilitation documents;
- Formal functional capacity assessment;
- Reports by treating medical practitioners; and
- Reports by assessors nominated by Energy Queensland.

Where the rehabilitation process has not been exhausted, the Case Manager will complete the rehabilitation process before progression to disability management.

#### ***Exploring Placement Options***

When returning to usual duties is excluded as an option, the Case Manager will explore alternative placement opportunities, provide support and appropriate resources and document the actions taken.

Alternative placement strategies may include:

- Reasonable modification of the employee's usual duties;

- Job skills assessment, including:
  - Vocational assessment; and/or
  - Temporary job placement for purposes of skills or aptitude assessment;
- Re-skilling for other duties including retraining;
- Placement support including:
  - Assistance to develop a resumé;
  - Guidance and support through the job application, selection and interview process; and/or
  - Distribution of resumé for consideration for suitable vacancies within Energy Queensland.

**AND/OR**

- Reasonable outplacement assistance.
- Separation.

Where position readjustment, re-skilling, redeployment and outplacement are unsuccessful and the employee is unlikely to maintain gainful employment with Energy Queensland, then the Case Manager will recommend separation of the employee from Energy Queensland.

***Assistance to Separate***

- a. The Case Manager will facilitate the employee obtaining advice on appropriate financial entitlements including resignation, early retirement, redundancy, superannuation and social security benefits.
- b. The Case Manager will assist the employee to make application, where applicable, for superannuation benefits, including retirement due to serious ill health or total and permanent disablement.
- c. An employee may be eligible for an Extraordinary Early Separation Payment when the following criteria are met:
  - The employee's functional capacity is unlikely to improve with any other form of intervention and it can be concluded that all reasonable rehabilitation and disability management options are exhausted;
  - The employee is not eligible for total and permanent disablement superannuation benefit;
  - In the case where the employee's disability has arisen as a result of a compensable condition but the employee does not have an avenue to proceed to common law;
  - The employee's position is not redundant or likely to become redundant;
  - The employee is unable to return to their usual duties and is unlikely to be placed in alternative gainful employment with Energy Queensland in the foreseeable future.
- d. The employee applies for this payment in writing to their Executive General Manager before resigning from Energy Queensland.
- e. An employee continues to be eligible for the payment when, after making application for this payment they resign while the Superannuation Board is assessing their application for medical retirement, and they are subsequently approved a benefit less than Total and Permanent Disablement.
- f. The benefit available under the Extraordinary Early Separation Payment will be equal to 26 weeks' pay (at current base rate salary) except, in the case of the Defined Benefit Superannuation Fund, where a Serious Ill Health benefit is payable. In these cases, the Extraordinary Early Separation Payment may be reduced to ensure that combined payment will not exceed the Total and Permanent Disability benefit, if it had been payable.
- g. Where an employee is eligible for the Extraordinary Early Separation Payment, the Case Manager will provide a report to the relevant Executive General Manager detailing the case, including the benefit calculation. Following endorsement by the relevant Executive General Manager, the report will be forwarded to the Chief Executive Officer for approval pending the Superannuation Board's determination of a benefit less than Total and Permanent Disablement.

- h. Where the employee does not accept the Superannuation Board's determination, and the employee does not resign, however the Disability Management process is complete, the Case Manager will refer the case to the Industrial Relations Department for resolution.

## **PART 12 TRAINING AND DEVELOPMENT**

### **12.1 TRAINING AND DEVELOPMENT**

The Parties to this Agreement recognise that, in order to increase the efficiency, productivity and competitiveness of Energy Queensland a greater commitment to training and skill development is required.

Accordingly, the Parties commit themselves to optimising capability, performance and the career options of employees by:

- Training, retraining and educating employees where appropriate;
- Career development and equal opportunity; and
- Providing timely advice and *consultation* with employees and their representatives with regard to any changes to training and development programs which may impact employees.
- Providing employees with career opportunities through appropriate training to acquire additional skills; and

The Parties agree with respect to the training and development of employees that:

Each employee will be encouraged to and have access to learning processes and resources to meet the needs of their position description through a Mutually agreed employee development plan and a set of prioritised learning opportunities which should be reviewed annually.

Should the employee's access to learning processes and resources not be available within the mutually agreed timeframe, then the employee and Energy Queensland will review and possibly modify the development plan. An employee's access to an employee development plan will not be unreasonably delayed or withheld. Where an employee has concerns regarding their access to an employee development plan, they can escalate this to their next level manager and/or access the grievance and dispute resolution procedure outlined in Part 2 of this Agreement.

Employee development plans should seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, where it satisfies the business requirements of Energy Queensland. Any training associated with the development plan may be provided either externally or internally, off and on the job, to match the individual employee's development needs, including:

- Internal and/or external training courses
- Mentoring
- Secondment
- Higher Duties
- Other relevant training and development methods

### **Continuous Professional Development**

Energy Queensland will not unreasonably refuse employees professional development opportunities that relate to the employee's areas of practice and that will count towards the employee's continuing professional development and maintaining professional accreditation. This includes payment for approved attendance at training and/or conferences and any associated travel.

### **12.2 TRAINING COMMITTEE**

Energy Queensland agrees to establish a training committee made up of employer and employee representatives. The committee will invite representatives from the various entities from the Queensland Electricity Industry.

Energy Queensland will continue to work with the committee in considering the impact of:

- The requirements imposed by the national skills council, relevant industry training bodies and relevant training packages provided for under the National Training Agenda;

- The latest developments in training initiatives both from external and internal sources;
- Available training information and training developments across the electricity industry;
- The need for consistency in training outcomes subject to the National Training Agenda; and
- The committee as a forum for disseminating training information in the industry.



## **PART 13 AGREEMENTS**

### **13.1 CONSULTATIVE ARRANGEMENTS**

Energy Queensland is committed to managing the implementation of change effectively and recognises the benefits of regular discussion and consultation with its employees and their union representatives.

A reasonable and effective relationship between all employees and their nominated representatives is seen as desirable and will be pursued by the parties. The parties recognise that consultation at the local level is the most effective way of resolving issues.

Energy Queensland also recognises that there is a range of existing consultative forums in place and is committed to the review and alignment. There will be consultative forums established at a State Bargaining Unit (SBU) level and Business unit specific level to address the needs of the Parties from time to time.

At the SBU level the Industrial Relations Consultation Group (IRCG) will operate as the peak industrial relations consultative forum. As part of this consultative forum Energy Queensland will discuss relevant information regarding workforce planning and resourcing.

Energy Queensland and The Services Union will continue discussions about long-term workforce planning in the Retail business unit including the resourcing strategy which will include strategies about addressing the number of casual and fixed term appointments; rostering concerns; and information regarding categories of employment of employees, as well as labour hire, contractors and/or consultants

Various consultation mechanisms will be established to ensure appropriate consultation and input into any business change plan that considers issues and policies which would impact on all employees, including on matters relating to the Council for Equity, Diversity and Inclusion. This will include consultation and monitoring of training package development and training delivery and access.

#### **13.1.1 Consultation**

1. This clause applies:

- i. if Energy Queensland has made a preliminary decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- ii. the change is likely to have a significant effect on employees.

2. Energy Queensland will consult with relevant employees and relevant union representatives at the earliest opportunity as to the:

- i. the introduction of the change; and
- ii. the effect the change is likely to have on the employees; and
- iii. measures Energy Queensland is taking to avert or mitigate any adverse effect of the change on the employees; and

for the purposes of the consultation - provide, where necessary in writing, to the relevant employees and their union representatives:

- iv. relevant information about the change including the nature of the change proposed; and
  - v. information about the expected effects of the change on the employees; and
  - vi. any other matters likely to affect the employees.
3. Energy Queensland is not required to disclose confidential or commercially sensitive information to the relevant employees or their union representatives.
4. Energy Queensland will give prompt and genuine consideration to matters raised about the major change by the relevant employees and/or their union representatives.

5. If a term in the enterprise Agreement provides a consultative process for introduction of major change to production, program, organisation, structure or technology in relation to the enterprise of Energy Queensland, then that consultation process will apply.
6. For the purpose of this clause, a major change is likely to have a significant effect on employees if it results in:
  - i. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - ii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - iii. the alteration of hours of work or a change to a regular roster;
  - iv. the need to retrain employees; or
  - v. the need to relocate employees to another workplace; or
  - vi. the restructuring of jobs.
7. For the purpose of this clause the term, relevant employees means the employees who may be affected by the major change.

## **13.2 INDUSTRIAL ORGANISATION REPRESENTATIVES**

### **Notice Boards**

Energy Queensland will provide a designated space on an existing notice board or access to a dedicated notice board in its major establishments upon which union delegates will be permitted to post authorised formal notices. Any unauthorised notices may be removed by a union delegate or by Energy Queensland.

On approval from the Industrial Relations Manager, a nominated Senior Union Delegate may use the Energy Queensland electronic media for the purposes of communicating with members for paid union meeting times and locations. Energy Queensland reserves its rights in approval of other messages.

### **Use of Facilities**

Union delegates will be allowed reasonable access to facilities (telephones, filing cabinets, facsimile, computers, e-mail, etc) needed to perform their function, as agreed between Energy Queensland and the union delegate concerned. Access will be subject to any reasonable conditions and limitations as Energy Queensland may impose.

### **Payroll Deductions**

If requested by an employee in writing, Energy Queensland will facilitate the deduction and remittance of Union membership fees from the employee's wages.

### **Union Delegate Rights**

A union delegate will be allowed such reasonable time during working hours, as may be agreed between Energy Queensland and the relevant Employee Organisation to:

- Discuss with the employees at the workplace at which they are a union delegate, matters relative to working conditions and other matters, with a view to avoiding industrial disputation or giving effect to the grievance procedure.
- Discuss or meet with a representative of the relevant Employee Organisation the matters referred to above.
- Discuss with Energy Queensland, matters raised by employees affecting their employment.
- Schedule a maximum of four (4) paid one (1) hour meetings per workplace per annum at a time to suit operational requirements to discuss matters directly relating to the employment relationship. A further two (2) one hour paid meetings per workplace may be scheduled in the calendar year in which this Agreement nominally expires, subject to operational requirements.

- Delegates will be allowed such reasonable time during working hours to attend employee inductions and adequate time shall be allowed to ensure union membership can be discussed.

Senior Union delegate who do not have direct access to a land line will be provided with a mobile phone to maintain communications with employees and line management.

Union delegates will be released from normal duties to carry out paid meetings when required.

Travel expenses or the provision of a vehicle may be provided to union delegates to maintain contact with their members from time to time. Any approval will be subject to reasonable notice and any conditions or limitations as Energy Queensland may impose, this provision will not be unreasonably withheld.

Having regard to operational requirements and other business needs of Energy Queensland, Energy Queensland may approve leave without pay for up to a period of six (6) months for union delegates to undertake project work for their union.

### **13.3 UNION DELEGATES TRAINING AND ADDITIONAL LEAVE**

Energy Queensland will release nominated Union Delegates to attend relevant training, and representative duties up to and including, five (5) paid working days per annum.

Energy Queensland may provide additional days on request:

- To attend courses or seminars where the nominated Union Delegates holds a dual title, e.g. nominated employee safety representative and nominated employee representative;
- Where it is mutually beneficial to Energy Queensland and the nominated Union Delegate; or
- Arises as a result of remote travel requirements.

In addition, nominated Senior Union Delegates will be released to attend duties associated with an office held under the Union Rules e.g. State Council or Biennial Delegate Conferences, for up to five (5) days per annum. A minimum of two (2) weeks' notice will be provided.

### **13.4 NATURAL DISASTER WORKING ARRANGEMENTS**

The Parties recognise the extraordinary impacts which natural disasters have on the business and its employees whether working away and/or at home.

Therefore the Parties agree to review the Natural Disaster Working arrangements prior to storm season and after an event to ensure appropriate arrangements are in place. This will include, but is not limited to, such matters as preparation, resourcing, mobilisation, working hours, overtime, meals, accommodation, demobilisation, rest and recreation.

EQL commits to facilitating a review with the parties after each major event with a view to understanding and resolving any issues that may arise during the response.

### **13.5 RETAIL WORKING INITIATIVES**

Subject to consultative arrangements, and without limiting the parties access to raise genuine concerns under Part 2 of this Agreement, the parties are committed to exploring the following initiatives:

- Increased digitisation focused on decreasing call volumes via My Account creating efficiencies through transiting various services to self-service channels;
- Increased digitisation focused on customer transition to e-bill channel; and
- Vendor management and licence fee review via restructure of Retail Operations technology efficiencies in licencing fees.
-

### **13.6 CLASSIFICATION STRUCTURE REVIEW**

The parties agree to collaboratively review the Classification Structure as defined in Schedule 3 of the Agreement.

The Classification Review will commence no later than three (3) months from the commencement of the Agreement and is to be completed within two (2) years, except where otherwise provided. The review will be undertaken by relevant managers with delegated authority, relevant Human Resources and/or Industrial Relations representatives and nominated workplace delegates.

The review will give consideration to attraction and retention, emerging technologies/skills and relativities. Any existing progression arrangements will continue to apply until such time as the parties agree to implement new progression arrangements.

Any implementation of the outcomes of the review, including any subsequent parity reviews, will be subject to the agreement of the parties to this Agreement. The arrangements will be documented in a Memorandum of Understanding (MoU) as agreed between the parties.

The introduction of any new classification structure in terms of current salary level will not disadvantage those employees covered in terms of their salary (including incremental progression) as prescribed in Schedule 1 of the Agreement.

#### **13.6.1 Salary Progression**

- From the date of operation of this Agreement, minimum salary progression arrangements within bands, for all classification streams will apply on the anniversary of an employee's appointment to a role (excluding employees subject to Clause 1.11 – Salary Maintenance or where formalised performance management plans or agreed progression arrangements exist).
- Where annual increments are due during formal performance plans, employees will receive their annual increment within three months of the cessation of the formalised performance management plan.)
- Any annual progression applied will not restrict an employee from receiving additional pay points as part of their annual review.
- Where employees have not received a salary progression increment within their current band for more than eighteen months prior to operative date, Energy Queensland will apply an annualised salary progression from operative date (excluding employee subject to Clause 1.11 Salary Maintenance, or where formalised performance management plans exist).

### **13.7 SECURITY OF CRITICAL INFRASTRUCTURE (SOCI) ACT**

Energy Queensland commits to consulting with the parties to the Agreement in relation to ongoing requirements under the *Security of Critical Infrastructure Act* (Cth), including in relation to required employee personal hazard screening requirements. This includes consulting on developing and maintaining an agreed Security Checking Reference Document. Agreement will not be unreasonably withheld.

### **13.8 EMPLOYEE BENEFITS REVIEW**

Energy Queensland commits to review non-financial benefits (for example corporate discounts, purchasing power options) that may be available for employees and aligned with corporate objectives. This review will commence no later than six (6) months from the operative date of this agreement.

## **PART 14 SAFETY**

### **14.1 SAFETY COMMITTEE**

The Parties agree to maintain a joint safety forum to provide strategic overview of safety procedures, safety performance and safety issues within Energy Queensland at a corporate level involving relevant Nominated Employee Representatives and Energy Queensland representatives.

This forum will meet quarterly or as otherwise agreed, and review any issues that may have arisen over the preceding period.

The Parties acknowledge the importance of an EQL Peak Health & Safety Committee engaging in safety audits to ensure consistent Workplace Health & Safety outcomes for employees. Energy Queensland commits to providing Certificate IV in Work Health and Safety training, at an agreed training establishment for all Nominated employee representative members of the Peak Health and Safety.

### **14.2 SURVEILLANCE**

Where the action of tracking or surveillance of employees by Energy Queensland is necessary to confirm a serious breach of policy or misconduct it will only be done under the following principles;

- Without invasion to an employee's personal privacy
- Only where preliminary evidence confirms a serious breach of policy or misconduct.

A matter will be deemed to be a serious breach of policy or misconduct where the likely outcome may result in termination of employment.

In the circumstance where information relating to the tracking or surveillance of employees is being relied upon by Energy Queensland related to a serious breach of policy or misconduct, employees will be provided, on written request, with access to all available related information. An employee can authorise their nominated representative in writing to access this information on his or her behalf.

Notwithstanding the above, where issues are identified which may indicate inappropriate behaviour the issue will be raised with the employee at the earliest opportunity prior to action of tracking or surveillance of employees.

### **14.3 IMPROVED EMPLOYEE WELLBEING AND ORGANISATIONAL HEALTH**

The Parties encourage participation of employees in Energy Queensland health and wellbeing initiatives. A key to the success of the program is for employees to voluntarily participate in the initiatives to deliver the health and wellbeing benefits at the individual level.

The program may include but not be limited to the following initiatives:

- Health & Well Being Program researched, piloted and implemented
- Health & Well Being SharePoint site developed and implemented
- Development of a Calendar to leverage off relevant Queensland Health Initiatives
- Annual Influenza Vaccinations
- Sun Smart Education/ Skin Screening Program
- Ongoing asbestos checks for those employees who have been exposed to asbestos

Energy Queensland will not at any time in relation to the Health & Wellbeing Program collect any personal health data.

#### **14.3.1 Mental Health in the Workplace**

Energy Queensland recognises that the workplace plays a vital role in assisting employees affected by mental health issues including anxiety and depression and is committed to:

- Eliminating stigma attached to mental health in the workplace;

- Providing support and assistance to employees;
- Effectively assessing and minimizing workplace contributory risks and causes of mental illness;
- Supporting best practice mental health programs within Energy Queensland;
- Providing training including leader training, injury prevention / overuse and other mental health training;
- Providing training and support during work time to an agreed provider; and
- Providing ongoing Employee Assistance programs in accordance with Energy Queensland Employee Assistance Program Guidelines.

Energy Queensland recognises the importance of proactive initiatives which support employees who may be suffering from mental health issues. To assist the facilitation of such initiatives Energy Queensland is committed to partnering with external providers to deliver a holistic and best practice approach to support employees affected by mental health issues

#### **14.4 REIMBURSEMENT FOR ANNUAL SKIN CHECK**

Energy Queensland recognises the importance of proactive health and wellness initiatives including providing reimbursement for the out-of-pocket cost of annual skin cancer checks. Where medical advice requires additional skin checks within a twelve (12) month period, any out of pocket expenses will also be reimbursed.

#### **14.5 PRIVACY**

Energy Queensland is committed to protecting employee's personal information provided in the course of their employment collected via EQL provided systems and / or connected personal devices systems. Information shall only be collected and /or stored where it is necessary for business functions, activities or required by law.

Energy Queensland will take all reasonable and necessary steps to protect the security and confidentiality of personal employee information it holds.

Energy Queensland will advise impacted employees and the parties to this Agreement in the event that a data breach occurs where personal employee information held by Energy Queensland is subjected to unauthorised disclosure or access and will take all necessary steps to mitigate impacts as is required by law.

Energy Queensland will reimburse an affected employee any substantiated costs reasonably incurred as a result of a data breach.

## SCHEDULE 1 ENERGY QUEENSLAND RETAIL SALARIES

The salaries specified in this Schedule will be used for the calculation of payments for Overtime, Personal Leave, Annual Leave, Long Service Leave, Completion of Term Payment, Superannuation and Retrenchment Payments unless otherwise stated.

The rates specified in this Schedule include an Electronic Funds Transfer Allowance of \$4 per week.

These rates also incorporate the previous Electricity Distribution Service Delivery Network Recovery Attraction and Retention Allowance and Payment and their inclusions. This acknowledges the purpose of the Allowance and Payment and also that the Allowance was inclusive of and absorbs the following:

- Removal of asbestos or sealing asbestos in or around high/low voltage electrical equipment; and
- Any work covered by Queensland Electrical Safety Legislation by way of compliance and accountability.

Schedule 1A rates do not include the Attraction and Retention Allowance as referenced in clause 5.11.

Schedules 1B and 1C are inclusive of the \$2.50 per hour Attraction and Retention Allowance as referenced in clause 511.

There will be no further claims for employees engaged to perform any of the above.

### **SCHEDULE 1A**

Schedule 1A rates do not include the Attraction and Retention Allowance as referenced in Clause 5.11.

#### **1A.1 ADMINISTRATIVE AND PROFESSIONAL & MANAGERIAL STREAM – BASE RATES**

**(9 Day Fortnight, not inclusive of Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
0.0	\$75,397	\$78,790	\$81,548	\$83,995
1.0	\$75,921	\$79,338	\$82,115	\$84,579
1.1	\$76,380	\$79,818	\$82,612	\$85,091
1.2	\$76,839	\$80,297	\$83,108	\$85,602
1.3	\$77,287	\$80,765	\$83,592	\$86,100
1.4	\$77,744	\$81,243	\$84,087	\$86,610
1.5	\$78,194	\$81,713	\$84,573	\$87,111
1.6	\$78,655	\$82,195	\$85,072	\$87,625
1.7	\$79,110	\$82,670	\$85,564	\$88,131
2.0	\$79,554	\$83,134	\$86,044	\$88,626
2.1	\$80,014	\$83,615	\$86,542	\$89,139
2.2	\$80,465	\$84,086	\$87,030	\$89,641
2.3	\$80,925	\$84,567	\$87,527	\$90,153
2.4	\$81,370	\$85,032	\$88,009	\$90,650
2.5	\$81,832	\$85,515	\$88,509	\$91,165
2.6	\$82,290	\$85,994	\$89,004	\$91,675
2.7	\$82,743	\$86,467	\$89,494	\$92,179
3.0	\$83,190	\$86,934	\$89,977	\$92,677
3.1	\$83,659	\$87,424	\$90,484	\$93,199
3.2	\$84,102	\$87,887	\$90,964	\$93,693
3.3	\$84,562	\$88,368	\$91,461	\$94,205
3.4	\$85,011	\$88,837	\$91,947	\$94,706
3.5	\$85,472	\$89,319	\$92,446	\$95,220

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
3.6	\$85,927	\$89,794	\$92,937	\$95,726
3.7	\$86,380	\$90,268	\$93,428	\$96,231
4.0	\$86,835	\$90,743	\$93,920	\$96,738
4.1	\$88,507	\$92,490	\$95,728	\$98,600
4.2	\$90,174	\$94,232	\$97,531	\$100,457
5.0	\$91,848	\$95,982	\$99,342	\$102,323
5.1	\$93,521	\$97,730	\$101,151	\$104,186
5.2	\$95,189	\$99,473	\$102,955	\$106,044
6.0	\$96,859	\$101,218	\$104,761	\$107,904
6.1	\$98,537	\$102,972	\$106,577	\$109,775
6.2	\$100,203	\$104,713	\$108,378	\$111,630
7.0	\$101,880	\$106,465	\$110,192	\$113,498
7.1	\$103,549	\$108,209	\$111,997	\$115,357
7.2	\$105,220	\$109,955	\$113,804	\$117,219
8.0	\$106,895	\$111,706	\$115,616	\$119,085
8.1	\$108,566	\$113,452	\$117,423	\$120,946
8.2	\$110,244	\$115,205	\$119,238	\$122,816
9.0	\$111,909	\$116,945	\$121,039	\$124,671
9.1	\$113,583	\$118,695	\$122,850	\$126,536
9.2	\$115,258	\$120,445	\$124,661	\$128,401
9.3	\$116,921	\$122,183	\$126,460	\$130,254
10.0	\$118,604	\$123,942	\$128,280	\$132,129
10.1	\$120,266	\$125,678	\$130,077	\$133,980
10.2	\$121,941	\$127,429	\$131,890	\$135,847
10.3	\$123,614	\$129,177	\$133,699	\$137,710
11.0	\$124,442	\$130,042	\$134,594	\$138,632
11.1	\$126,328	\$132,013	\$136,634	\$140,734
11.2	\$128,215	\$133,985	\$138,675	\$142,836
11.3	\$130,105	\$135,960	\$140,719	\$144,941
11.4	\$131,990	\$137,930	\$142,758	\$147,041
11.5	\$133,880	\$139,905	\$144,802	\$149,147
12.0	\$135,765	\$141,875	\$146,841	\$151,247
12.1	\$137,662	\$143,857	\$148,892	\$153,359
12.2	\$139,536	\$145,816	\$150,920	\$155,448
12.3	\$141,426	\$147,791	\$152,964	\$157,553
12.4	\$143,314	\$149,764	\$155,006	\$159,657
12.5	\$145,205	\$151,740	\$157,051	\$161,763
13.0	\$147,085	\$153,704	\$159,084	\$163,857
13.1	\$150,225	\$156,986	\$162,481	\$167,356
13.2	\$153,358	\$160,260	\$165,870	\$170,847
13.3	\$156,495	\$163,538	\$169,262	\$174,340
14.0	\$159,625	\$166,809	\$172,648	\$177,828
14.1	\$162,764	\$170,089	\$176,043	\$181,325
14.2	\$165,894	\$173,360	\$179,428	\$184,811
14.3	\$169,025	\$176,632	\$182,815	\$188,300
15.0	\$172,166	\$179,914	\$186,211	\$191,798
15.1	\$175,648	\$183,553	\$189,978	\$195,678
15.2	\$179,134	\$187,196	\$193,748	\$199,561
15.3	\$182,613	\$190,831	\$197,511	\$203,437
15.4	\$186,094	\$194,469	\$201,276	\$207,315
15.5	\$189,579	\$198,111	\$205,045	\$211,197
16.0	\$193,055	\$201,743	\$208,805	\$215,070
16.1	\$196,889	\$205,750	\$212,952	\$219,341



<b>Salary Point</b>	<b>Rates effective 1<sup>st</sup> March 2024</b>	<b>Rates effective 1<sup>st</sup> March 2025</b>	<b>Rates effective 1<sup>st</sup> March 2026</b>	<b>Rates effective 1<sup>st</sup> March 2027</b>
16.2	\$200,718	\$209,751	\$217,093	\$223,606
16.3	\$204,549	\$213,754	\$221,236	\$227,874
16.4	\$208,382	\$217,760	\$225,382	\$232,144
16.5	\$212,211	\$221,761	\$229,523	\$236,409

## **SCHEDULE 1B**

Rates in Schedule 1B are inclusive of the \$2.50 per hour Attraction and Retention Allowance as referenced in Clause 511. Rates are based on a nine (9) day fortnight only.

### **1B.1 ADMINISTRATIVE AND PROFESSIONAL MANAGERIAL STREAM – Administrative Employee**

#### **9-Day Fortnight (inclusive of \$2.50 per hour Attraction and Retention Allowance)**

<b>Salary Point</b>	<b>Rates effective 1<sup>st</sup> March 2024</b>	<b>Rates effective 1<sup>st</sup> March 2025</b>	<b>Rates effective 1<sup>st</sup> March 2026</b>	<b>Rates effective 1<sup>st</sup> March 2027</b>
0.0	\$80,077	\$83,681	\$86,610	\$89,209
1.0	\$80,601	\$84,229	\$87,178	\$89,794
1.1	\$81,060	\$84,708	\$87,673	\$90,304
1.2	\$81,519	\$85,188	\$88,170	\$90,816
1.3	\$81,967	\$85,656	\$88,654	\$91,314
1.4	\$82,424	\$86,134	\$89,149	\$91,824
1.5	\$82,874	\$86,604	\$89,636	\$92,326
1.6	\$83,335	\$87,086	\$90,135	\$92,840
1.7	\$83,790	\$87,561	\$90,626	\$93,345
2.0	\$84,234	\$88,025	\$91,106	\$93,840
2.1	\$84,694	\$88,506	\$91,604	\$94,353
2.2	\$85,145	\$88,977	\$92,092	\$94,855
2.3	\$85,605	\$89,458	\$92,590	\$95,368
2.4	\$86,050	\$89,923	\$93,071	\$95,864
2.5	\$86,512	\$90,406	\$93,571	\$96,379
2.6	\$86,970	\$90,884	\$94,065	\$96,887
2.7	\$87,423	\$91,358	\$94,556	\$97,393
3.0	\$87,870	\$91,825	\$95,039	\$97,891
3.1	\$88,339	\$92,315	\$95,547	\$98,414
3.2	\$88,782	\$92,778	\$96,026	\$98,907
3.3	\$89,242	\$93,258	\$96,523	\$99,419
3.4	\$89,691	\$93,728	\$97,009	\$99,920
3.5	\$90,152	\$94,209	\$97,507	\$100,433
3.6	\$90,607	\$94,685	\$97,999	\$100,939
3.7	\$91,060	\$95,158	\$98,489	\$101,444
4.0	\$91,515	\$95,634	\$98,982	\$101,952
4.1	\$93,187	\$97,381	\$100,790	\$103,814
4.2	\$94,854	\$99,123	\$102,593	\$105,671
5.0	\$96,528	\$100,872	\$104,403	\$107,536
5.1	\$98,201	\$102,621	\$106,213	\$109,400
5.2	\$102,677	\$107,298	\$111,054	\$114,386
6.0	\$101,539	\$106,109	\$109,823	\$113,118
6.1	\$103,217	\$107,862	\$111,638	\$114,988
6.2	\$104,883	\$109,603	\$113,440	\$116,844
7.0	\$106,560	\$111,356	\$115,254	\$118,712
7.1	\$108,229	\$113,100	\$117,059	\$120,571
7.2	\$109,900	\$114,846	\$118,866	\$122,432
8.0	\$111,575	\$116,596	\$120,677	\$124,298
8.1	\$113,246	\$118,343	\$122,486	\$126,161
8.2	\$114,924	\$120,096	\$124,300	\$128,029
9.0	\$116,589	\$121,836	\$126,101	\$129,885
9.1	\$118,263	\$123,585	\$127,911	\$131,749
9.2	\$119,938	\$125,336	\$129,723	\$133,615
9.3	\$121,601	\$127,074	\$131,522	\$135,468

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
10.0	\$123,284	\$128,832	\$133,342	\$137,343
10.1	\$124,946	\$130,569	\$135,139	\$139,194
10.2	\$126,621	\$132,319	\$136,951	\$141,060
10.3	\$128,294	\$134,068	\$138,761	\$142,924
11.0	\$129,122	\$134,933	\$139,656	\$143,846
11.1	\$131,008	\$136,904	\$141,696	\$145,947
11.2	\$132,895	\$138,876	\$143,737	\$148,050
11.3	\$134,785	\$140,851	\$145,781	\$150,155
11.4	\$136,670	\$142,821	\$147,820	\$152,255
11.5	\$138,560	\$144,796	\$149,864	\$154,360
12.0	\$140,445	\$146,766	\$151,903	\$156,461
12.1	\$142,342	\$148,748	\$153,955	\$158,574
12.2	\$144,216	\$150,706	\$155,981	\$160,661
12.3	\$146,106	\$152,681	\$158,025	\$162,766
12.4	\$147,994	\$154,654	\$160,067	\$164,870
12.5	\$149,885	\$156,630	\$162,113	\$166,977
13.0	\$151,765	\$158,595	\$164,146	\$169,071
13.1	\$154,905	\$161,876	\$167,542	\$172,569
13.2	\$158,038	\$165,150	\$170,931	\$176,059
13.3	\$161,175	\$168,428	\$174,323	\$179,553
14.0	\$164,305	\$171,699	\$177,709	\$183,041
14.1	\$167,444	\$174,979	\$181,104	\$186,538
14.2	\$170,574	\$178,250	\$184,489	\$190,024
14.3	\$173,705	\$181,522	\$187,876	\$193,513

## **1B.2 ADMINISTRATIVE AND PROFESSIONAL MANAGERIAL STREAM – Professional Managerial**

### **9-Day Fortnight (inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
6.2	\$104,883	\$109,603	\$113,440	\$116,844
7.0	\$106,560	\$111,356	\$115,254	\$118,712
7.1	\$108,229	\$113,100	\$117,059	\$120,571
7.2	\$109,900	\$114,846	\$118,866	\$122,432
8.0	\$111,575	\$116,596	\$120,677	\$124,298
8.1	\$113,246	\$118,343	\$122,486	\$126,161
8.2	\$114,924	\$120,096	\$124,300	\$128,029
9.0	\$116,589	\$121,836	\$126,101	\$129,885
9.1	\$118,263	\$123,585	\$127,911	\$131,749
9.2	\$119,938	\$125,336	\$129,723	\$133,615
9.3	\$121,601	\$127,074	\$131,522	\$135,468
10.0	\$123,284	\$128,832	\$133,342	\$137,343
10.1	\$124,946	\$130,569	\$135,139	\$139,194
10.2	\$126,621	\$132,319	\$136,951	\$141,060
10.3	\$128,294	\$134,068	\$138,761	\$142,924
11.0	\$129,122	\$134,933	\$139,656	\$143,846
11.1	\$131,008	\$136,904	\$141,696	\$145,947
11.2	\$132,895	\$138,876	\$143,737	\$148,050
11.3	\$134,785	\$140,851	\$145,781	\$150,155
11.4	\$136,670	\$142,821	\$147,820	\$152,255
11.5	\$138,560	\$144,796	\$149,864	\$154,360

<b>Salary Point</b>	<b>Rates effective 1<sup>st</sup> March 2024</b>	<b>Rates effective 1<sup>st</sup> March 2025</b>	<b>Rates effective 1<sup>st</sup> March 2026</b>	<b>Rates effective 1<sup>st</sup> March 2027</b>
12.0	\$140,445	\$146,766	\$151,903	\$156,461
12.1	\$142,342	\$148,748	\$153,955	\$158,574
12.2	\$144,216	\$150,706	\$155,981	\$160,661
12.3	\$146,106	\$152,681	\$158,025	\$162,766
12.4	\$147,994	\$154,654	\$160,067	\$164,870
12.5	\$149,885	\$156,630	\$162,113	\$166,977
13.0	\$151,765	\$158,595	\$164,146	\$169,071
13.1	\$154,905	\$161,876	\$167,542	\$172,569
13.2	\$158,038	\$165,150	\$170,931	\$176,059
13.3	\$161,175	\$168,428	\$174,323	\$179,553
14.0	\$164,305	\$171,699	\$177,709	\$183,041
14.1	\$167,444	\$174,979	\$181,104	\$186,538
14.2	\$170,574	\$178,250	\$184,489	\$190,024
14.3	\$173,705	\$181,522	\$187,876	\$193,513
15.0	\$176,846	\$184,805	\$191,274	\$197,013
15.1	\$180,328	\$188,443	\$195,039	\$200,891
15.2	\$183,814	\$192,086	\$198,810	\$204,775
15.3	\$187,293	\$195,722	\$202,573	\$208,651
15.4	\$190,774	\$199,359	\$206,337	\$212,528
15.5	\$194,259	\$203,001	\$210,107	\$216,411
16.0	\$197,735	\$206,634	\$213,867	\$220,284
16.1	\$201,569	\$210,640	\$218,013	\$224,554
16.2	\$205,398	\$214,641	\$222,154	\$228,819
16.3	\$209,229	\$218,645	\$226,298	\$233,087
16.4	\$213,062	\$222,650	\$230,443	\$237,357
16.5	\$216,891	\$226,652	\$234,585	\$241,623

## SCHEDULE 1C

Rates in Schedule 1C are Ten (10) Day Fortnight Arrangement and are inclusive of the \$2.50 per hour Attraction and Retention Allowance as referenced in clause 511.

For all 10-Day Fortnight arrangements included in Schedule 1C, loadings will be applied to the base rate, plus the Attraction and Retention Allowance appropriate to the stream, ie base rate + Attraction and Retention Allowance + 10 day loading rate.

### **1C.1 ADMINISTRATIVE AND PROFESSIONAL MANAGERIAL STREAM – Administrative Employees**

**10 Day Fortnight – 15.5% Loading – Salary Point 10.3 and Below (Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
1.0	\$93,092	\$97,282	\$100,687	\$103,708
1.1	\$93,623	\$97,837	\$101,262	\$104,300
1.2	\$94,153	\$98,390	\$101,834	\$104,890
1.3	\$94,670	\$98,931	\$102,394	\$105,466
1.4	\$95,198	\$99,482	\$102,964	\$106,053
1.5	\$95,718	\$100,026	\$103,527	\$106,633
1.6	\$96,251	\$100,583	\$104,104	\$107,228
1.7	\$96,777	\$101,132	\$104,672	\$107,813
2.0	\$97,291	\$101,670	\$105,229	\$108,386
2.1	\$97,821	\$102,223	\$105,801	\$108,976
2.2	\$98,342	\$102,768	\$106,365	\$109,556
2.3	\$98,872	\$103,322	\$106,939	\$110,148
2.4	\$99,392	\$103,865	\$107,501	\$110,727
2.5	\$99,918	\$104,415	\$108,070	\$111,313
2.6	\$100,448	\$104,969	\$108,643	\$111,903
2.7	\$100,972	\$105,516	\$109,210	\$112,487
3.0	\$101,488	\$106,055	\$109,767	\$113,061
3.1	\$102,029	\$106,621	\$110,353	\$113,664
3.2	\$102,543	\$107,158	\$110,909	\$114,237
3.3	\$103,073	\$107,712	\$111,482	\$114,827
3.4	\$103,594	\$108,256	\$112,045	\$115,407
3.5	\$104,123	\$108,809	\$112,618	\$115,997
3.6	\$104,651	\$109,361	\$113,189	\$116,585
3.7	\$105,172	\$109,905	\$113,752	\$117,165
4.0	\$105,699	\$110,456	\$114,322	\$117,752
4.1	\$107,633	\$112,477	\$116,414	\$119,907
4.2	\$109,556	\$114,487	\$118,495	\$122,050
5.0	\$111,490	\$116,508	\$120,586	\$124,204
5.1	\$113,424	\$118,529	\$122,678	\$126,359
5.2	\$115,349	\$120,540	\$124,759	\$128,502
6.0	\$117,277	\$122,555	\$126,845	\$130,651
6.1	\$119,214	\$124,579	\$128,940	\$132,809
6.2	\$121,139	\$126,591	\$131,022	\$134,953
7.0	\$123,078	\$128,617	\$133,119	\$137,113
7.1	\$125,004	\$130,630	\$135,203	\$139,260
7.2	\$126,936	\$132,649	\$137,292	\$141,411
8.0	\$128,868	\$134,668	\$139,382	\$143,564
8.1	\$130,799	\$136,685	\$141,469	\$145,714

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
8.2	\$132,734	\$138,708	\$143,563	\$147,870
9.0	\$134,658	\$140,718	\$145,644	\$150,014
9.1	\$136,594	\$142,741	\$147,737	\$152,170
9.2	\$138,527	\$144,761	\$149,828	\$154,323
9.3	\$140,448	\$146,769	\$151,906	\$156,464
10.0	\$142,392	\$148,800	\$154,008	\$158,629
10.1	\$144,315	\$150,810	\$156,089	\$160,772
10.2	\$146,247	\$152,829	\$158,179	\$162,925
10.3	\$148,180	\$154,849	\$160,269	\$165,078

**Administrative Employees: 10 Day Fortnight – 17.5% Loading – Salary Point 10.3 and Below (Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
1.0	\$94,705	\$98,967	\$102,431	\$105,504
1.1	\$95,245	\$99,532	\$103,016	\$106,107
1.2	\$95,783	\$100,094	\$103,598	\$106,706
1.3	\$96,313	\$100,648	\$104,171	\$107,297
1.4	\$96,847	\$101,206	\$104,749	\$107,892
1.5	\$97,377	\$101,759	\$105,321	\$108,481
1.6	\$97,918	\$102,325	\$105,907	\$109,085
1.7	\$98,451	\$102,882	\$106,483	\$109,678
2.0	\$98,975	\$103,429	\$107,050	\$110,262
2.1	\$99,516	\$103,995	\$107,635	\$110,865
2.2	\$100,044	\$104,546	\$108,206	\$111,453
2.3	\$100,584	\$105,111	\$108,790	\$112,054
2.4	\$101,111	\$105,661	\$109,360	\$112,641
2.5	\$101,647	\$106,222	\$109,940	\$113,239
2.6	\$102,189	\$106,788	\$110,526	\$113,842
2.7	\$102,720	\$107,343	\$111,101	\$114,435
3.0	\$103,245	\$107,892	\$111,669	\$115,020
3.1	\$103,796	\$108,467	\$112,264	\$115,632
3.2	\$104,319	\$109,014	\$112,830	\$116,215
3.3	\$104,857	\$109,576	\$113,412	\$116,815
3.4	\$105,385	\$110,128	\$113,983	\$117,403
3.5	\$105,927	\$110,694	\$114,569	\$118,007
3.6	\$106,462	\$111,253	\$115,147	\$118,602
3.7	\$106,995	\$111,810	\$115,724	\$119,196
4.0	\$107,530	\$112,369	\$116,302	\$119,792
4.1	\$109,495	\$114,423	\$118,428	\$121,981
4.2	\$111,453	\$116,469	\$120,546	\$124,163
5.0	\$113,423	\$118,528	\$122,677	\$126,358
5.1	\$115,390	\$120,583	\$124,804	\$128,549
5.2	\$117,345	\$122,626	\$126,918	\$130,726
6.0	\$119,309	\$124,678	\$129,042	\$132,914
6.1	\$121,279	\$126,737	\$131,173	\$135,109
6.2	\$123,235	\$128,781	\$133,289	\$137,288
7.0	\$125,208	\$130,843	\$135,423	\$139,486
7.1	\$127,166	\$132,889	\$137,541	\$141,668
7.2	\$129,131	\$134,942	\$139,665	\$143,855
8.0	\$131,102	\$137,002	\$141,798	\$146,052

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
8.1	\$133,063	\$139,051	\$143,918	\$148,236
8.2	\$135,033	\$141,110	\$146,049	\$150,431
9.0	\$136,992	\$143,157	\$148,168	\$152,614
9.1	\$138,960	\$145,214	\$150,297	\$154,806
9.2	\$140,926	\$147,268	\$152,423	\$156,996
9.3	\$142,881	\$149,311	\$154,537	\$159,174
10.0	\$144,859	\$151,378	\$156,677	\$161,378
10.1	\$146,814	\$153,421	\$158,791	\$163,555
10.2	\$148,781	\$155,477	\$160,919	\$165,747
10.3	\$150,747	\$157,531	\$163,045	\$167,937

**Administrative Employees: 10 Day Fortnight – 22.5% Loading – Salary Point 10.3 and Below (Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
1.0	\$98,737	\$103,181	\$106,793	\$109,997
1.1	\$99,295	\$103,764	\$107,396	\$110,618
1.2	\$99,859	\$104,353	\$108,006	\$111,247
1.3	\$100,410	\$104,929	\$108,602	\$111,861
1.4	\$100,967	\$105,511	\$109,204	\$112,481
1.5	\$101,520	\$106,089	\$109,803	\$113,098
1.6	\$102,087	\$106,681	\$110,415	\$113,728
1.7	\$102,641	\$107,260	\$111,015	\$114,346
2.0	\$103,187	\$107,831	\$111,606	\$114,955
2.1	\$103,750	\$108,419	\$112,214	\$115,581
2.2	\$104,301	\$108,995	\$112,810	\$116,195
2.3	\$104,864	\$109,583	\$113,419	\$116,822
2.4	\$105,416	\$110,160	\$114,016	\$117,437
2.5	\$105,975	\$110,744	\$114,621	\$118,060
2.6	\$106,535	\$111,330	\$115,227	\$118,684
2.7	\$107,091	\$111,911	\$115,828	\$119,303
3.0	\$107,639	\$112,483	\$116,420	\$119,913
3.1	\$108,214	\$113,084	\$117,042	\$120,554
3.2	\$108,760	\$113,655	\$117,633	\$121,162
3.3	\$109,322	\$114,242	\$118,241	\$121,789
3.4	\$109,870	\$114,815	\$118,834	\$122,400
3.5	\$110,436	\$115,406	\$119,446	\$123,030
3.6	\$110,994	\$115,989	\$120,049	\$123,651
3.7	\$111,547	\$116,567	\$120,647	\$124,267
4.0	\$112,106	\$117,151	\$121,252	\$124,890
4.1	\$114,154	\$119,291	\$123,467	\$127,172
4.2	\$116,196	\$121,425	\$125,675	\$129,446
5.0	\$118,247	\$123,569	\$127,894	\$131,731
5.1	\$120,297	\$125,711	\$130,111	\$134,015
5.2	\$122,338	\$127,844	\$132,319	\$136,289
6.0	\$124,383	\$129,981	\$134,531	\$138,567
6.1	\$126,440	\$132,130	\$136,755	\$140,858
6.2	\$128,481	\$134,263	\$138,963	\$143,132
7.0	\$130,537	\$136,412	\$141,187	\$145,423
7.1	\$132,579	\$138,546	\$143,396	\$147,698
7.2	\$134,626	\$140,685	\$145,609	\$149,978
8.0	\$136,680	\$142,831	\$147,831	\$152,266

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
8.1	\$138,726	\$144,969	\$150,043	\$154,545
8.2	\$140,779	\$147,115	\$152,265	\$156,833
9.0	\$142,821	\$149,248	\$154,472	\$159,107
9.1	\$144,872	\$151,392	\$156,691	\$161,392
9.2	\$146,922	\$153,534	\$158,908	\$163,676
9.3	\$148,960	\$155,664	\$161,113	\$165,947
10.0	\$151,024	\$157,821	\$163,345	\$168,246
10.1	\$153,061	\$159,949	\$165,548	\$170,515
10.2	\$155,108	\$162,088	\$167,762	\$172,795
10.3	\$157,161	\$164,234	\$169,983	\$175,083

**Administrative Employees: 10 Day Fortnight – 13% Loading – Salary Point 11.0 and Above  
(Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
11.0	\$145,908	\$152,474	\$157,811	\$162,546
11.1	\$148,039	\$154,701	\$160,116	\$164,920
11.2	\$150,172	\$156,930	\$162,423	\$167,296
11.3	\$152,308	\$159,162	\$164,733	\$169,675
11.4	\$154,433	\$161,383	\$167,032	\$172,043
11.5	\$156,574	\$163,620	\$169,347	\$174,428
12.0	\$158,706	\$165,848	\$171,653	\$176,803
12.1	\$160,844	\$168,082	\$173,965	\$179,184
12.2	\$162,963	\$170,297	\$176,258	\$181,546
12.3	\$165,100	\$172,530	\$178,569	\$183,927
12.4	\$167,235	\$174,761	\$180,878	\$186,305
12.5	\$169,369	\$176,991	\$183,186	\$188,682
13.0	\$171,495	\$179,213	\$185,486	\$191,051
13.1	\$175,039	\$182,916	\$189,319	\$194,999
13.2	\$178,584	\$186,621	\$193,153	\$198,948
13.3	\$182,127	\$190,323	\$196,985	\$202,895
14.0	\$185,666	\$194,021	\$200,812	\$206,837
14.1	\$189,210	\$197,725	\$204,646	\$210,786
14.2	\$192,747	\$201,421	\$208,471	\$214,726
14.3	\$196,287	\$205,120	\$212,300	\$218,669

**Administrative Employees: 10 Day Fortnight – 15% Loading – Salary Point 11.0 and Above  
(Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
11.0	\$148,492	\$155,175	\$160,607	\$165,426
11.1	\$150,659	\$157,439	\$162,950	\$167,839
11.2	\$152,830	\$159,708	\$165,298	\$170,257
11.3	\$155,003	\$161,979	\$167,649	\$172,679
11.4	\$157,169	\$164,242	\$169,991	\$175,091
11.5	\$159,345	\$166,516	\$172,345	\$177,516
12.0	\$161,512	\$168,781	\$174,689	\$179,930
12.1	\$163,689	\$171,056	\$177,043	\$182,355
12.2	\$165,848	\$173,312	\$179,378	\$184,760
12.3	\$168,022	\$175,583	\$181,729	\$187,181
12.4	\$170,193	\$177,852	\$184,077	\$189,600



Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
12.5	\$172,366	\$180,123	\$186,428	\$192,021
13.0	\$174,530	\$182,384	\$188,768	\$194,432
13.1	\$178,140	\$186,157	\$192,673	\$198,454
13.2	\$181,747	\$189,926	\$196,574	\$202,472
13.3	\$185,351	\$193,692	\$200,472	\$206,487
14.0	\$188,950	\$197,453	\$204,364	\$210,495
14.1	\$192,557	\$201,223	\$208,266	\$214,514
14.2	\$196,158	\$204,986	\$212,161	\$218,526
14.3	\$199,760	\$208,750	\$216,057	\$222,539

**Administrative Employees: 10 Day Fortnight – 20% Loading – Salary Point 11.0 and Above  
(Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
11.0	\$154,947	\$161,920	\$167,588	\$172,616
11.1	\$157,210	\$164,285	\$170,035	\$175,137
11.2	\$159,476	\$166,653	\$172,486	\$177,661
11.3	\$161,743	\$169,022	\$174,938	\$180,187
11.4	\$164,000	\$171,380	\$177,379	\$182,701
11.5	\$166,273	\$173,756	\$179,838	\$185,234
12.0	\$168,536	\$176,121	\$182,286	\$187,755
12.1	\$170,808	\$178,495	\$184,743	\$190,286
12.2	\$173,059	\$180,847	\$187,177	\$192,793
12.3	\$175,327	\$183,217	\$189,630	\$195,319
12.4	\$177,596	\$185,588	\$192,084	\$197,847
12.5	\$179,861	\$187,955	\$194,534	\$200,371
13.0	\$182,119	\$190,315	\$196,977	\$202,887
13.1	\$185,884	\$194,249	\$201,048	\$207,080
13.2	\$189,647	\$198,182	\$205,119	\$211,273
13.3	\$193,408	\$202,112	\$209,186	\$215,462
14.0	\$197,166	\$206,039	\$213,251	\$219,649
14.1	\$200,932	\$209,974	\$217,324	\$223,844
14.2	\$204,686	\$213,897	\$221,384	\$228,026
14.3	\$208,446	\$217,827	\$225,451	\$232,215

## **1C.2 ADMINISTRATION STREAM – Administrative Trainee Salaries**

**9 Day Fortnight (Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

### **Rates effective from 1<sup>st</sup> March 2024**

<b>Stage</b>	<b>Rate (% of Sal. Pt. 4.0)</b>	<b>Administration Trainee Rates</b>	<b>Adult Administration Trainee Rates</b>
First six (6) months	60%	\$57,489	\$78,205
Second six (6) months	55%	\$65,702	\$78,673
On completion	Salary Point 4.0	\$91,515	\$91,515

### **Rates effective from 1<sup>st</sup> March 2025**

<b>Stage</b>	<b>Rate (% of Sal. Pt. 4.0)</b>	<b>Administration Trainee Rates</b>	<b>Adult Administration Trainee Rates</b>
First six (6) months	40%	\$60,077	\$81,725
Second six (6) months	55%	\$68,659	\$82,214
On completion	Salary Point 4.0	\$95,634	\$95,634

### **Rates effective from 1<sup>st</sup> March 2026**

<b>Stage</b>	<b>Rate (% of Sal. Pt. 4.0)</b>	<b>Administration Trainee Rates</b>	<b>Adult Administration Trainee Rates</b>
First six (6) months	40%	\$62,180	\$84,586
Second six (6) months	55%	\$71,063	\$85,092
On completion	Salary Point 4.0	\$98,982	\$98,982

### **Rates effective from 1<sup>st</sup> March 2027**

<b>Stage</b>	<b>Rate (% of Sal. Pt. 4.0)</b>	<b>Administration Trainee Rates</b>	<b>Adult Administration Trainee Rates</b>
First six (6) months	40%	\$64,046	\$87,124
Second six (6) months	55%	\$73,195	\$87,645
On completion	Salary Point 4.0	\$101,952	\$101,952

### **1C.3 PROFESSIONAL MANAGERIAL**

**10 Day Fortnight – 15.5% Loading – Salary Point 10.3 and Below (Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
6.2	\$121,139	\$126,591	\$131,022	\$134,953
7.0	\$123,078	\$128,617	\$133,119	\$137,113
7.1	\$125,004	\$130,630	\$135,203	\$139,260
7.2	\$126,936	\$132,649	\$137,292	\$141,411
8.0	\$128,868	\$134,668	\$139,382	\$143,564
8.1	\$130,799	\$136,685	\$141,469	\$145,714
8.2	\$132,734	\$138,708	\$143,563	\$147,870
9.0	\$134,658	\$140,718	\$145,644	\$150,014
9.1	\$136,594	\$142,741	\$147,737	\$152,170
9.2	\$138,527	\$144,761	\$149,828	\$154,323
9.3	\$140,448	\$146,769	\$151,906	\$156,464
10.0	\$142,392	\$148,800	\$154,008	\$158,629
10.1	\$144,315	\$150,810	\$156,089	\$160,772
10.2	\$146,247	\$152,829	\$158,179	\$162,925
10.3	\$148,180	\$154,849	\$160,269	\$165,078

**Professional Managerial: 10 Day Fortnight – 17.5% Loading – Salary Point 10.3 and Below (Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
6.2	\$123,235	\$128,781	\$133,289	\$137,288
7.0	\$125,208	\$130,843	\$135,423	\$139,486
7.1	\$127,166	\$132,889	\$137,541	\$141,668
7.2	\$129,131	\$134,942	\$139,665	\$143,855
8.0	\$131,102	\$137,002	\$141,798	\$146,052
8.1	\$133,063	\$139,051	\$143,918	\$148,236
8.2	\$135,033	\$141,110	\$146,049	\$150,431
9.0	\$136,992	\$143,157	\$148,168	\$152,614
9.1	\$138,960	\$145,214	\$150,297	\$154,806
9.2	\$140,926	\$147,268	\$152,423	\$156,996
9.3	\$142,881	\$149,311	\$154,537	\$159,174
10.0	\$144,859	\$151,378	\$156,677	\$161,378
10.1	\$146,814	\$153,421	\$158,791	\$163,555
10.2	\$148,781	\$155,477	\$160,919	\$165,747
10.3	\$150,747	\$157,531	\$163,045	\$167,937

**Professional Managerial: 10 Day Fortnight – 22.5% Loading – Salary Point 10.3 and Below (Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
6.2	\$128,481	\$134,263	\$138,963	\$143,132
7.0	\$130,537	\$136,412	\$141,187	\$145,423
7.1	\$132,579	\$138,546	\$143,396	\$147,698
7.2	\$134,626	\$140,685	\$145,609	\$149,978
8.0	\$136,680	\$142,831	\$147,831	\$152,266
8.1	\$138,726	\$144,969	\$150,043	\$154,545

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
8.2	\$140,779	\$147,115	\$152,265	\$156,833
9.0	\$142,821	\$149,248	\$154,472	\$159,107
9.1	\$144,872	\$151,392	\$156,691	\$161,392
9.2	\$146,922	\$153,534	\$158,908	\$163,676
9.3	\$148,960	\$155,664	\$161,113	\$165,947
10.0	\$151,024	\$157,821	\$163,345	\$168,246
10.1	\$153,061	\$159,949	\$165,548	\$170,515
10.2	\$155,108	\$162,088	\$167,762	\$172,795
10.3	\$157,161	\$164,234	\$169,983	\$175,083

**Professional Managerial: 10 Day Fortnight – 13% Loading – Salary Point 11.0 and Above (Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
11.0	\$145,908	\$152,474	\$157,811	\$162,546
11.1	\$148,039	\$154,701	\$160,116	\$164,920
11.2	\$150,172	\$156,930	\$162,423	\$167,296
11.3	\$152,308	\$159,162	\$164,733	\$169,675
11.4	\$154,433	\$161,383	\$167,032	\$172,043
11.5	\$156,574	\$163,620	\$169,347	\$174,428
12.0	\$158,706	\$165,848	\$171,653	\$176,803
12.1	\$160,844	\$168,082	\$173,965	\$179,184
12.2	\$162,963	\$170,297	\$176,258	\$181,546
12.3	\$165,100	\$172,530	\$178,569	\$183,927
12.4	\$167,235	\$174,761	\$180,878	\$186,305
12.5	\$169,369	\$176,991	\$183,186	\$188,682
13.0	\$171,495	\$179,213	\$185,486	\$191,051
13.1	\$175,039	\$182,916	\$189,319	\$194,999
13.2	\$178,584	\$186,621	\$193,153	\$198,948
13.3	\$182,127	\$190,323	\$196,985	\$202,895
14.0	\$185,666	\$194,021	\$200,812	\$206,837
14.1	\$189,210	\$197,725	\$204,646	\$210,786
14.2	\$192,747	\$201,421	\$208,471	\$214,726
14.3	\$196,287	\$205,120	\$212,300	\$218,669
15.0	\$199,836	\$208,829	\$216,139	\$222,624
15.1	\$203,770	\$212,940	\$220,393	\$227,005
15.2	\$207,707	\$217,054	\$224,651	\$231,391
15.3	\$211,644	\$221,168	\$228,909	\$235,777
15.4	\$215,574	\$225,275	\$233,160	\$240,155
15.5	\$219,512	\$229,391	\$237,420	\$244,543
16.0	\$223,443	\$233,498	\$241,671	\$248,922
16.1	\$227,773	\$238,023	\$246,354	\$253,745
16.2	\$232,099	\$242,544	\$251,034	\$258,566
16.3	\$236,431	\$247,071	\$255,719	\$263,391
16.4	\$240,760	\$251,595	\$260,401	\$268,214
16.5	\$245,088	\$256,117	\$265,082	\$273,035

**Professional Managerial: 10 Day Fortnight – 15% Loading – Salary Point 11.0 and Above (Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
11.0	\$148,492	\$155,175	\$160,607	\$165,426
11.1	\$150,659	\$157,439	\$162,950	\$167,839
11.2	\$152,830	\$159,708	\$165,298	\$170,257
11.3	\$155,003	\$161,979	\$167,649	\$172,679
11.4	\$157,169	\$164,242	\$169,991	\$175,091
11.5	\$159,345	\$166,516	\$172,345	\$177,516
12.0	\$161,512	\$168,781	\$174,689	\$179,930
12.1	\$163,689	\$171,056	\$177,043	\$182,355
12.2	\$165,848	\$173,312	\$179,378	\$184,760
12.3	\$168,022	\$175,583	\$181,729	\$187,181
12.4	\$170,193	\$177,852	\$184,077	\$189,600
12.5	\$172,366	\$180,123	\$186,428	\$192,021
13.0	\$174,530	\$182,384	\$188,768	\$194,432
13.1	\$178,140	\$186,157	\$192,673	\$198,454
13.2	\$181,747	\$189,926	\$196,574	\$202,472
13.3	\$185,351	\$193,692	\$200,472	\$206,487
14.0	\$188,950	\$197,453	\$204,364	\$210,495
14.1	\$192,557	\$201,223	\$208,266	\$214,514
14.2	\$196,158	\$204,986	\$212,161	\$218,526
14.3	\$199,760	\$208,750	\$216,057	\$222,539
15.0	\$203,371	\$212,523	\$219,962	\$226,561
15.1	\$207,375	\$216,707	\$224,292	\$231,021
15.2	\$211,384	\$220,897	\$228,629	\$235,488
15.3	\$215,387	\$225,080	\$232,958	\$239,947
15.4	\$219,388	\$229,261	\$237,286	\$244,405
15.5	\$223,397	\$233,450	\$241,621	\$248,870
16.0	\$227,397	\$237,630	\$245,948	\$253,327
16.1	\$231,805	\$242,237	\$250,716	\$258,238
16.2	\$236,207	\$246,837	\$255,477	\$263,142
16.3	\$240,616	\$251,444	\$260,245	\$268,053
16.4	\$245,022	\$256,048	\$265,010	\$272,961
16.5	\$249,428	\$260,653	\$269,776	\$277,870

**Professional Managerial: 10 Day Fortnight – 20% Loading – Salary Point 11.0 and Above  
(Inclusive of \$2.50 per hour Attraction and Retention Allowance)**

Salary Point	Rates effective 1 <sup>st</sup> March 2024	Rates effective 1 <sup>st</sup> March 2025	Rates effective 1 <sup>st</sup> March 2026	Rates effective 1 <sup>st</sup> March 2027
11.0	\$154,947	\$161,920	\$167,588	\$172,616
11.1	\$157,210	\$164,285	\$170,035	\$175,137
11.2	\$159,476	\$166,653	\$172,486	\$177,661
11.3	\$161,743	\$169,022	\$174,938	\$180,187
11.4	\$164,000	\$171,380	\$177,379	\$182,701
11.5	\$166,273	\$173,756	\$179,838	\$185,234
12.0	\$168,536	\$176,121	\$182,286	\$187,755
12.1	\$170,808	\$178,495	\$184,743	\$190,286
12.2	\$173,059	\$180,847	\$187,177	\$192,793
12.3	\$175,327	\$183,217	\$189,630	\$195,319
12.4	\$177,596	\$185,588	\$192,084	\$197,847
12.5	\$179,861	\$187,955	\$194,534	\$200,371
13.0	\$182,119	\$190,315	\$196,977	\$202,887
13.1	\$185,884	\$194,249	\$201,048	\$207,080
13.2	\$189,647	\$198,182	\$205,119	\$211,273

<b>Salary Point</b>	<b>Rates effective 1<sup>st</sup> March 2024</b>	<b>Rates effective 1<sup>st</sup> March 2025</b>	<b>Rates effective 1<sup>st</sup> March 2026</b>	<b>Rates effective 1<sup>st</sup> March 2027</b>
13.3	\$193,408	\$202,112	\$209,186	\$215,462
14.0	\$197,166	\$206,039	\$213,251	\$219,649
14.1	\$200,932	\$209,974	\$217,324	\$223,844
14.2	\$204,686	\$213,897	\$221,384	\$228,026
14.3	\$208,446	\$217,827	\$225,451	\$232,215
15.0	\$212,215	\$221,765	\$229,527	\$236,413
15.1	\$216,390	\$226,128	\$234,043	\$241,065
15.2	\$220,574	\$230,500	\$238,568	\$245,726
15.3	\$224,751	\$234,865	\$243,086	\$250,379
15.4	\$228,927	\$239,229	\$247,603	\$255,032
15.5	\$233,107	\$243,597	\$252,123	\$259,687
16.0	\$237,284	\$247,962	\$256,641	\$264,341
16.1	\$241,885	\$252,770	\$261,617	\$269,466
16.2	\$246,477	\$257,569	\$266,584	\$274,582
16.3	\$251,075	\$262,374	\$271,558	\$279,705
16.4	\$255,677	\$267,183	\$276,535	\$284,832
16.5	\$260,270	\$271,983	\$281,503	\$289,949

**REDUNDANCY****1. Preface**

The following provisions, other than those for voluntary redundancy, consultation and notice, are only to be accessed once Energy Queensland has exhausted the relevant provisions laid out in clause 1.10 Employment Security, of this Agreement.

Redundancy occurs when Energy Queensland identifies that the need for work of a particular kind has substantially diminished or ceased. Redundancy will normally occur where changed circumstances or work practices affect the efficient and economical working of the enterprise. Employees will be considered for retrenchment/redeployment on the basis of merit, equity, skills, competencies and length of service where a position is declared redundant. This process will not discriminate on the basis of sex, sexual preference, marital status, pregnancy, family responsibilities, age, race, colour, national origin, impairment, trade union activity, political conviction or on any other ground outlined by all and any relevant legislation.

**2. Exclusions**

This clause does not apply to an employee who:

- Is a casual employee;
- Is a Fixed Term employee as defined in this Agreement;
- Is an apprentice or a trainee under a traineeship;
- Does not have at least one (1) years' continuous service;
- Unreasonably refuses an offer of suitable alternative employment with Energy Queensland;
- Terminates employment during the period of notice given under Clause 3.7.3 Notice of Termination by Employee, without the prior approval of Energy Queensland unless the approval is unreasonably withheld;
- Is terminated for neglect of duty, serious misconduct warranting summary dismissal; and/or
- Is specifically excluded by any provisions of this clause.

**3. Objectives**

The objectives of this provision are to:

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

**4. Definitions**

"Ordinary Rate of Pay" – The ordinary rate of pay for the purposes of this clause will encompass the following:

- Salary Rate as provided for in Salary Schedule A;
- Allowances for skills on a weekly basis (if applicable);
- Substation/Test Allowance on a weekly basis (if applicable); or
- Locality Allowance on a weekly basis (if applicable).

The Ordinary Rate of Pay excludes overtime, shift loadings and weekend penalty rates (if applicable), except where an agreement is in place which provides for an annualised salary arrangement. In these circumstances, the ordinary rate of pay will be the annualised salary rate of pay.

“Length of Service” – The completed years of service is calculated by determining the period between the employee’s industry start date (as recognised by Energy Queensland) and the employee’s termination date.

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

## **5. Consultation**

Where it appears that a position or positions are likely to become redundant, and prior to formal redundancy notices being issued, Energy Queensland will provide, at the earliest possible time, all relevant details to the appropriate Union parties. These details will include:

- a. The reasons for the position or positions becoming redundant; and
- b. The number, location and other details of the redundant positions.

Energy Queensland will arrange discussions to take place with the relevant Union parties which will include:

- a. The method of identifying the positions identified as redundant, having regard to the efficient and economical working of the enterprise;
- b. Advice and the timing of that advice to the employees;
- c. The appropriateness of using voluntary retrenchment; and
- d. Redeployment options.

## **6. Notice Of Redundancy and Commitment to Redeployment**

An employee will receive formal notification that their position is to become redundant at least six (6) months prior to the event occurring. Notification will also be given to the relevant Union parties. Once notification has been provided to an employee, Energy Queensland will take all reasonable steps to determine what other employment opportunities exist within Energy Queensland that are suitable for redeployment, and that enable the organisation to best utilise the skills of the employee. Redeployment may take the form of permanent, temporary, or project work.

Employees redeployed to a lower level position will remain committed to redeployment at their substantive level and may accept an offer of a suitable alternative role at level, subject to appropriate support and retraining. Such acceptance will not be unreasonably withheld during the first two (2) years following notification that their position is to become redundant.

If the employee finds the new position unsatisfactory within a period of three (3) months, they will have the opportunity to return to their redeployed position. Employees who are on salary maintenance and who apply for a suitable alternative role at their substantive level, will be assessed on the basis of suitability for the role.

## **7. Redeployment**

Following the consultative steps as outlined above, all efforts will be made to find suitable alternative employment for employees whose positions are declared redundant. After the processes detailed



above have occurred, each affected employee will be individually interviewed to determine what options may exist for the management of that employee's future.

Energy Queensland will seek to expeditiously place displaced employees into permanent roles. In this regard Energy Queensland will facilitate an Employee Transition Program (ETP), which will be developed in consultation with the parties. The following roles and responsibilities will apply to the ETP.

**Employees participating on the ETP must:**

- a. Commit to participating in relevant training, and applying for appropriate roles.
- b. Take advantage of every reasonable opportunity to upgrade their skills and actively participate in the program.
- c. Undertake on-the-job learning.

The employee will have access to a range of support whilst on the ETP including:

- a. The Employee Assistance Program (EAP), to help the employee deal with the personal and practical issues related to work changes.
- b. Career counselling to allow the employee to identify career aspirations.
- c. Retraining to help achieve a chosen career path, including the completion of a skills audit and the development of a training plan.
- d. Job search assistance to allow the employee every opportunity to secure new roles.

Energy Queensland management is responsible for:

- a. Referral of the employee to the ETP.
- b. Promoting Energy Queensland's commitment to the program.
- c. Providing employees with the necessary resources, support and training, including the identification of suitable training programs, to enable them to make employment transitions, including any reasonable adjustment considerations.
- d. Ensuring the employee has access to the necessary resources for achieving the objectives of the placement strategy e.g. provide on-the-job learning, job search assistance, access to the EAP.
- e. Ensuring the employee has continuing placement whilst participating on the ETP and not unreasonably withhold opportunities for placement.

Employees will remain in the ETP until a suitable alternative position is found or clause

**8. Salary Maintenance**

Employees, whose positions are made redundant during the life of this Agreement and who are appointed to a position with a lower salary level, will have the salary/wage of their original position maintained for the tenure of their employment with Energy Queensland (in the case of employees covered by contracts and/or employment agreements implemented in accord with this Agreement, the cash component outlined in their individual agreement/contract will apply).

**9. Voluntary Retrenchment**

Employees can apply for Voluntary Retrenchment. Approval will be at the sole discretion of Energy Queensland.

Employees whose application for voluntary retrenchment is approved, will be entitled to receive all eligible retrenchment benefits (including Separation Date Incentive Payment if applicable) upon termination in accordance with this clause.

**10. Early Separation Incentive Payment (ESIP)**

Employees who have received formal notification of their redundancy may apply for an ESIP.

Approval of ESIP is at the discretion of Energy Queensland.

Employees must terminate their employment on the separation date identified by Energy Queensland.

ESIP consists of 13 weeks incentive payment in addition to all other payments that may comprise a retrenchment package. This incentive payment will be calculated at the ordinary rate of pay.

## **11. Benefits**

An employee who is retrenched will be entitled to the following.

- a. An ex-gratia Retrenchment Payment of three (3) weeks per year of service (with a minimum payment of four (4) weeks), together with a proportionate amount for an incomplete year of service. The maximum Retrenchment Payment will be 75 weeks.  
  
If an employee is working, or has worked a period of part-time employment, the Retrenchment Payment will be calculated on a pro-rata basis to include the period of part-time employment.
- b. An ESIP of 13 weeks may be paid where applicable.
- c. Annual Leave: Payment for annual leave includes an employee's accumulated balance as well as the pro-rata balance. Pro-rata annual leave is paid to the date of termination.
- d. Long Service Leave: A long service leave payment of 1.3 weeks for each completed year of service will be made. Pro-rata long service leave will be paid for an incomplete year of service up to the date of termination. Any long service leave already taken will be deducted.
- e. Days of Time Off In Lieu: All balances of accrued time off in lieu will be paid. These will be paid at the ordinary rate applicable at the date of termination.
- f. An Income Protection Policy to provide specified insurance cover for loss of earnings due to illness in the 12 months immediately following retrenchment. This policy will be subject to market accessibility and in accordance with the terms outlined in the policy. This policy will be limited to a period of one (1) year.

## **12. General**

A Retrenchment Benefit is compensation for loss of employment tenure and it is not a resignation benefit.

The relevant local manager may approve leave with pay for affected employees to attend personal employment interviews.

Each affected employee will be provided with a statement showing the calculation of an estimate of the Retrenchment Payment prior to retrenchment.

Assistance will be given for employees to access relevant support providers which may include financial advisers, employee assistance counsellors, outplacement services or access to agreed training providers. Reasonable expenses as determined by Energy Queensland associated with these services may be reimbursed by Energy Queensland.

**CLASSIFICATION STRUCTURE**

Energy Queensland acknowledges that ongoing discussions will occur between the parties to this Agreement regarding issues identified within the classification structure.

**Classifications - Transmission and Supply**

The classification definitions in this Agreement recognise the following three (3) broad streams:

1. Administrative
2. Professional/Managerial

**Administrative Stream**

The Administrative stream will include employees engaged in:

- Clerical; and
- Administrative tasks.

Definitions contained in this stream recognise that Administrative employees will be engaged in broad disciplines including:

- Personnel,
- Industrial Relations,
- Computing,
- Administration,
- Logistics (Materials Supply),
- Finance,
- Sales; and
- Marketing.

In the Administrative stream, adult employees not employed in formal traineeships will be given the opportunity to train to minimum Salary Level 5.1 on the basis of skills acquired and required to be used which are assessed annually.

**Professional/Managerial Stream**

- Positions within the Professional/Managerial stream will require a degree qualification or equivalent, in a relevant field and/or may require registration by a Professional Board.
- Professional/Managerial employees will be required to provide professional advice, services and support in specialist fields of competence, and/or undertake management or supervision of part of the organisation.

Progression will depend upon the acquisition and use of additional skills/competencies. The rate of progression will depend upon the individual acquiring and applying skills/competencies in accordance with relevant Career Path criteria.

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

**Competency standards**

The Parties to this Agreement are committed to the development and implementation of relevant nationally accredited training packages, or relevant Queensland training orders or other training as agreed by the Parties from time to time.

## **General Definitions**

Training Committee will mean the Training Committee is a group of Energy Queensland and *Nominated* Employee Representatives who have responsibility to provide guidelines and monitor training activities for Energy Queensland.

## **Modules**

For the purposes of these definitions, a “module” will mean that amount of structured training (which may comprise either on and/or off the job components) which is recognised as equivalent by the Parties. Unresolved grievances will be referred to the Training Committee for recommendation.

## **Progression Rules**

- Progression within the classification and/or salary structure may occur on one of the following bases:
- The acquisition of skills in accordance with an approved employee development plan;
- Reclassification on the basis of the demonstration of skills acquired and required to be used;
- Appointment to a position with a higher classification.

## **Employee Development Plans**

An employee development plan will be available to each employee. The mutual needs of Energy Queensland and its employees will be considered in respect of the development of employee development plans in order to provide the skills and competencies to meet work requirements.

The plan will identify the training to be completed, the agreed time for undertaking and completing the training and any provisions or arrangements for training time or leave for training purposes.

The plan will be developed and agreed by the employee and the employee's supervisor. An employee's access to an employee development plan will not be unreasonably delayed or withheld. Where an employee has concerns regarding their access to an employee development plan, they can access the grievance and dispute resolution procedure outlined in Part 2 of this Agreement.

## **Recognition of Employees Skills/Qualifications**

An employee may have prior work experience and/or current knowledge recognised as being equivalent to a qualification outlined in the classification structure. Such recognition may occur by the employee requesting assessment through the Competency Recognition Procedure. This procedure forms part of the agreed Implementation Guide.

Recognition of an employee's skills may occur on one (1) of the following bases:

- Where Competency Standards exist, the assessment will be carried out by testing against the Competency Standards using a formal Recognition of Prior Learning process;
- Where Competency Standards do not exist, Recognition of Prior Learning assessment will be carried out by testing against Interim Competency Levels or Learning Outcomes from training programs/ modules, recognised by the Training Committee for agreement purposes.

## **Recognition of Other Factors**

For the purposes of this Agreement, other relevant factors may be deemed to have a monetary value, in addition to that provided through training.

## **Career Paths**

Where career paths applicable to definitions in the Administrative, Technical, Professional and Managerial, have already been agreed, or have already been filed with the Industrial Registrar prior to the making of this Agreement or, are agreed to after the making of the Agreement, the Career Paths are to be used in conjunction with the Agreement Classification definitions to resolve any dispute

regarding an employee's classification. Career paths will be developed through the appropriate consultative mechanism involving representatives of Energy Queensland, employees and the relevant Unions.

### **Schedule Classification Stream**

**A** Administrative

**B** Professional and Managerial

Career paths relate to a nominated employee representative stream and will outline how the Classification Structure and Definitions are to be implemented.

### **Employees Without Relevant Work Experience**

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

#### **Qualification Minimum Entry Point**

- Certificate IV SALARY POINT 4.0
- Associate Diploma SALARY POINT 5.0
- 3 Year Degree SALARY POINT 6.2
- 4 Year Degree SALARY POINT 8.0

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

#### **Definition of "Or Equivalent"**

For the purposes of this Agreement the term "or equivalent" means and includes, but is not limited to the following: equivalent accredited training, competencies, skills, certification, or experience and such other training or other factors as may be agreed between the Parties from time to time.

### **Classification Definition - Administrative Stream**

Administrative Stream Classification Structure Outline

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

- \* Reference to Salary Points 6, 8, 10 are for explanation purposes only and are not to be treated as classifications for Agreement purposes.
- † Progression and training beyond these Classification Levels are subject to relevant career path criteria.

### **Administrative Employee - Level 1(a) (Salary Point 0.0)**

An Administrative Employee - Level 1(a) will mean an employee not elsewhere defined, who is undertaking structured training so as to enable the employee to perform duties associated with clerical functions.

Such structured training will be completed within three (3) months of appointment to this level. An employee at this level works under direct supervision, and performs routine duties.

Note: An Administrative Employee - Level 1(a) falls within the National Training Board Australian Qualifications Framework at Level 1.

### **Administrative Employee - Level 1(b) (Salary Point 1.0)**

An Administrative Employee - Level 1(b) will mean an employee who is undertaking structured training towards a Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

- Perform routine, predictable, repetitive and proceduralised tasks;
- Exercise judgement within the employee's level of skill and training;
- Work under direct supervision;
- Understand basic quality control/assurance procedures; and
- Understand and utilise basic literacy and numeracy skills, commensurate with the employee's training, experience and responsibilities.

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

### **Administrative employee - Level 2 (Salary Point 2.0)**

An Administrative Employee - Level 2 will mean an employee who has completed a Certificate I or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

- Provide clerical support within Sections/Departments;
- Be responsible for the quality of the employee's own work;
- Work under routine supervision either individually or in a team environment;
- Exercise judgement within the employee's level of skills and training;
- Assist new staff and trainers by providing guidance and advice;
- Work in conformity with established rules and/or guidelines; and
- Use writing, numeracy and equipment skills, commensurate with the employee's training, experience and responsibilities.

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

### **Administrative Employee - Level 3 (Salary Point 3.0)**

An Administrative Employee - Level 3 will mean an employee who has completed a Certificate II, or equivalent so as to enable the employee to perform work within the scope of this level.

An employee at this level possesses competencies which enables the employee to:

- Fulfil a general support function within the workplace;
- Understand relevant organisational structure, procedure and policy and exercise discretion although
- knowledge required to perform work is usually relative to precedents, guidelines, procedures,
- Regulations and instructions;
- Assist in the provision of on-the-job training to a limited degree;
- Work under general supervision;
- Exercise appropriate keyboard skills (where relevant) at a level higher than an employee at Level 2; and
- Be responsible for ensuring the quality of the employee's own work, commensurate with the employee's training, experience and responsibilities.

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

### **Administrative Employee - Level 4 (Salary Point 4.0)**

An Administrative Employee - Level 4 will mean an employee who applies the skills acquired through the successful completion of a trade equivalent Certificate level qualification, a Certificate III or equivalent and is able to exercise the skills and knowledge of such certification and experience.

An employee at this level possesses competencies which enables the employee to:

- Understand and apply quality systems and is able to inspect products and/or materials for conformity with established operational standards;
- Exercise good interpersonal communications skills;
- Exercise discretion within the scope of this level;
- Provide training and guidance as required;
- Perform work under general direction, either individually or in a team environment;
- Undertake a range of duties requiring judgement, liaison and communication within the organisation
- and other interested parties; and
- Perform planning and co-ordination of tasks as required, commensurate with the employees training, experience and responsibilities.

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

### **Administrative Employee - Level 5 (Salary Point 5.0)**

An Administrative Employee - Level 5 will mean an employee who:

In addition to the requirements of an Administrative Employee Level 4 has completed:

- Three (3) appropriate modules or equivalent; or
- An equivalent standard of structured industry specific training, comprised of courses endorsed by the Training Committee;

**OR**

- Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma but is without relevant work experience).

An employee at this level possesses competencies which enables the employee to:

- Exercise discretion within the scope of this level;
- Work under general supervision, either individually or in a team environment;
- Understand and implement quality systems;
- Perform supervisory functions within the scope of this level and assist subordinate staff with on-the-job training; and
- Exercise initiative in the application of established work procedures, commensurate with the employee's training, experience and responsibilities.

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

#### **Administrative Employee - Level 6 (Salary Point 7.0)**

An Administrative Employee - Level 6 will mean an employee who:

In addition to the requirements of Administrative Employee Level 4 has completed:

- Nine (9) appropriate modules of training or equivalent; or
- An equivalent standard of structured Industry specific training, comprised of courses endorsed by the Training Committee;

OR

- Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level).

An employee at this level possesses competencies which enables the employee to:

- Provide guidance and assistance and undertake supervisory responsibilities as part of the function;
- Assist in the provision of training, in conjunction with supervisors and trainers;
- Understand and implement quality systems;
- Work under limited supervision; and
- Exercise discretion within the scope of this level, commensurate with the employee's training, experience and responsibilities.

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

#### **Administrative Employee - Level 7 (Salary Point 9.0)**

An Administrative Employee - Level 7 will mean an employee who:

In addition to the requirements of an Administrative Employee - Level 4 has completed:

- An Advanced Certificate or equivalent; or
- An equivalent standard of structured Industry specific training, comprised of courses endorsed by the Training Committee;

OR

- Is an employee with an equivalent level of training and/or skills and experience (e.g. possesses an appropriate Associate Diploma and has relevant skills and experience appropriate to this level). An employee at this level possesses competencies which enables the employee to:
  - Undertake work in relation to established priorities and work practices;
  - Research and prepare papers, reports, and draft complex correspondence;
  - Undertake activities of a technical/specialist or detailed nature;
  - Assist in the preparation of procedural guidelines;
  - Interpret and analyse information;
  - Oversee and co-ordinate the work of subordinate staff;



- Has an overall knowledge and understanding of the operating principle of the systems and equipment on which the employee is required to carry out their tasks; and
- Assist in the provision of training to employees in conjunction with supervisors/trainers, commensurate with the employee's training, experience and responsibilities.

Note: Administrative Employee - Level 7 falls within the National Training Board Australian Qualifications Framework at Level 5.

### **Administrative Employee - Level 8 (Salary Point 11.0)**

An Administrative Employee - Level 8 will mean an employee who:

In addition to the requirements of Administrative Employee Level 4 has completed:

- An Associate Diploma or equivalent; or
- An equivalent standard of structured specific training, comprised of courses endorsed by the Training Committee;

OR

- Is an employee with an equivalent level of training and/or skills and experience.

An employee at this level possesses competencies which enables the employee to:

- Operate under limited direction in relation to priorities;
- Prepare detailed reports and carry out investigations on complex equipment as directed or within the scope of discretion at this level;
- Apply advanced knowledge and understanding of the principles of the range of systems and/or equipment on which he employee may be involved;
- Assist in the provision of training to employees in conjunction with supervisors/trainers;
- Prepare documentation for policy decision, complex correspondence and the like;
- Set priorities and achieve objectives, monitor work flow and manage staff resources to meet objectives; and
- Perform maintenance planning and predictive maintenance work for systems and equipment, commensurate with the employee's training, experience and responsibilities.

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

### **Administrative Employee - Level 9 (Salary Point 12.0)**

An Administrative Employee - Level 9 will mean an employee who in addition to the requirements of Administrative Employee Level 4 has completed:

- An Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
- An equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.

An employee at this level possesses competencies which enables the employee to:

- Perform work within broad guidelines and under general direction;
- Accept responsibility for technical expertise, planning, administration or co-ordination work;
- Have substantial accountability and responsibility for output;
- Assist in the provision of training at the level required;
- Initiate investigations and produce technical reports;
- Work independently as a specialist or in a team;
- Provide specialist support in a range of programs/activities;
- Control and co-ordinate the works program within budgetary constraints;
- Set project priorities, plan and organise own work and that of subordinate staff; and
- Undertake a range of functions requiring application and development of knowledge and skills appropriate to departmental and/or enterprise goals, commensurate with the employee's training, experience and responsibilities.

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

### **Administrative Employee - Level 10 (Salary Point 13.0)**

An Administrative Employee - Level 10 will mean an employee who in addition to the requirements of Administrative Employee Level 4 has completed:

- An Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
- An equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.

An employee at this level possesses competencies which enables the employee to:

- Accept a high degree of responsibility for technical expertise, planning, administration or coordination of work;
- Have significant accountability and responsibility for output;
- Undertake high level creative planning, design or management functions;
- Use a high level of theoretical, cognitive and applied knowledge;
- Exercise limited managerial responsibility for a work area;
- Work independently as a specialist and/or a senior member of a project team;
- Display a high level of interpersonal skills in the performance of the function; and
- Develop and implement significant works programs, commensurate with the employee's training, experience and responsibilities.

### **Administrative Employee - Level 11 (Salary Point 14.0)**

An Administrative Employee - Level 11 will mean an employee who in addition to the requirements of Administrative Employee Level 4 has completed:

- An Associate Diploma or equivalent and further, has completed additional training as specified in the appropriate Career Path; or
- An equivalent standard of structured specific training comprised of courses endorsed by the Training Committee.

An employee at this level possesses competencies which enables the employee to:

- Be responsible as a technical expert or senior administrator;
- Provide a high level of creative planning, design and associated managerial functions;
- Establish and review guidelines and devise new approaches to design, operation, development or investigation;
- Be accountable and responsible for output;
- Display interpersonal skills in the performance of functions at the level required;
- Develop and implement significant work programs; and
- Exercise initiative in the production and application of Standards and Procedures, commensurate with the employee's training, experience and responsibilities.

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

**Classification Definitions - Professional and Managerial Stream**

Professional & Managerial Stream Classification Structure Outline

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

\* For progression purposes, training is subject to relevant career path criteria.

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

A Professional and/or Managerial Employee - Level 1 will mean an employee who holds an appropriate degree or equivalent.

- An employee at this level:
  - Operates under appropriate supervision;
  - Performs normal professional work and exercises individual judgement and initiative in the application of principles and methods applicable to the profession concerned;
  - Assists more senior professionals;
  - Has work reviewed by a competent professional officer for validity, adequacy, methods and procedures;
  - Assigns and checks work of support staff and others assigned to work on common projects. Work can be expected to receive less rigorous review as the employee progresses; and
  - Exercises initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams, or independently.

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

**Professional and Managerial Employee - Level 2 (Salary Point 13.0)**

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

- An employee at this level:
  - Performs work requiring the application of mature professional skills and knowledge;
  - Deals with problems for which it is necessary to modify established guidelines and devise new approaches or apply new professional skills or techniques;
  - Makes recommendations that are technically and commercially accurate and feasible;
  - Makes decisions on matters assigned including the establishment of professional work standards and procedures, and consults, recommends and advises in specialist areas;
  - Outlines and assigns work, reviews it for technical accuracy and adequacy, and manages the work of others; and
  - Exercises initiative in the application of professional practices either as a member (in some situations as leader) or a specialist professional in multi-disciplinary teams, or independently.

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

### **Professional and Managerial Employee - Level 3 (Salary Point 15.0)**

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

- An employee at this level:
  - May be a technical expert or manage a unit of the organisation. In practice most positions at this level will contain both these elements;
  - May be a team leader having broad understanding spanning more than one professional field of work, or be a recognised authority within a particular specialised field of expertise, or both;
  - Participates in short or long range planning and translates the more general objectives and strategies of higher management into specific targets and strategies for the unit;
  - Takes initiatives, makes independent decisions and formulates policies and procedures within this overall framework to obtain the best performance and results from the organisational unit for which the officer is accountable;
  - Gives expert technical advice to management and other units;
  - Takes responsibility for development and provision of systems, facilities and functions;
  - Manages groups and work programs;
  - Directs or advises on the use of resources;
  - Makes decisions not usually subject to technical review; decides courses of action necessary to expedite the successful accomplishment of assigned projects; and makes recommendations of significant impact on the organisation; and
  - Has work assigned only in terms of broad objectives. Performance is reviewed for policy, soundness of judgement, results and general effectiveness.

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

### **Professional and Managerial Employee - Level 4 (Salary Point 16.0)**

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

- An employee at this level:
  - Accepts responsibility for professional work, demanding a high level of expertise, independence, originality, ingenuity and mature judgement;
  - Manages a unit of the organisation and exhibits a high level of competence in managing people and work;
  - Performs work which is of primary importance to the organisation and which will have a substantial effect on the results obtained by the employing organisation;
  - Contributes to the organisation's short and long range planning process and to the formulation of the organisation's objectives, strategies and policies;
  - Translates broader corporate objectives, strategies and policies into specific objectives, strategies and policies realisable by the organisation unit;
  - Manages large work groups; or manages a multi- discipline group engaged in interrelated work; or may be an expert leading a team of related professionals; or may be a recognised expert in a specialist field of crucial importance;
  - Takes overall responsibility for the provision and control of systems, resources, facilities, functions and major investigations;
  - Ensures that the organisation obtains maximum benefit from the application of professional expertise;
  - Gives expert technical advice and acts as organisation spokesperson in a particular field of expertise; and
  - Has work assigned only in terms of broad objectives. Performance is reviewed for policy, soundness of judgement, results and general effectiveness in pursuit of corporate and major organisational objectives.

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

**Undertakings in relation to AG2024/2191 - Energy Queensland Retail Union Collective Agreement 2024 (Fair Work Act 2009 (Cth) – s.190).**

With respect to AG2020/2191 - Energy Queensland Retail Union Collective Agreement 2024, Energy Queensland undertakes to:

1. Read and interpret “Clause 10.5 Compassionate Leave” of the Agreement in conjunction with the National Employment Standards (NES). This includes specifically on the entitlement when the employee, their spouse or de facto partner has a miscarriage or gives birth to a stillborn child. In addition, where there is an inconsistency between this Agreement clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.



Brad Montgomery  
**General Manager Human Resources**  
Energy Queensland  
28 June 2024