

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/64

TITLE: Energy Australia Professionals/Managers/Specialists Enterprise Agreement 1997

I.R.C. NO: 98/289

DATE APPROVED/COMMENCEMENT: 30 January 1998

TERM: 24 months

NEW AGREEMENT OR
VARIATION: New. Replaces EA301/95

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 54

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees appointed to positions of Professional, Manager, Specialist and Senior Professional employees who are required to report to a General Manager

PARTIES: Energy Australia -&- Electricity Supply Professional Officers Association, Federated Municipal and Shire Council Employees' Union of Australia, New South Wales Division, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)



Ex 1

ENERGYAUSTRALIA



PROFESSIONALS/MANAGERS/SPECIALISTS ENTERPRISE AGREEMENT 1997

DECEMBER 1997

Industrial Commission

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IRC98/269

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1. TITLE

EnergyAustralia Professionals/Managers/Specialists Enterprise Agreement - December 1997.



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3. **PARTIES**

The Agreement is made between EnergyAustralia and the Association of Professional Engineers, Managers and Scientists, Australia (NSW Branch), Electricity Supply Professional Officers' Association and the Federated Municipal and Shire Council Employees' Union of Australia, NSW Division, on behalf of the employees concerned.

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4. INCIDENCE AND DURATION

- (a) The Agreement totally regulates the terms and conditions of employment and rates of pay for the employees who are covered by this Agreement to the exclusion of EnergyAustralia's Award whilst this Agreement is in force. This Agreement shall operate in conjunction with the relevant policies and procedures adopted by EnergyAustralia from time to time.
- (b) The Agreement shall be made for a period of two years commencing from the date of approval by the New South Wales Industrial Relations Commission.
- (c) This Agreement shall operate to regulate the terms and conditions of employment wherever employees covered by the Agreement are employed by EnergyAustralia from time to time.
- (d) The Agreement applies to employees who were previously covered by the Sydney Electricity Professional and Managerial Employees Enterprise Agreement or equivalent; or who are appointed to the positions of Professional/Manager/Specialist positions; or Senior Professional who are required to report directly to a General Manager.
- (e) Employees in positions covered by the Agreement who are redeployed to a lower graded position, shall have their salaries and benefits adjusted in line with prevailing EnergyAustralia policy on salary maintenance.
- (f) No employee shall be appointed or promoted to a position under this agreement without first going through a competitive selection process. This includes promotion or appointment which follows re-evaluation of a position.



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5. DISPUTES AND GRIEVANCE RESOLUTION

- (a) The parties accept that the following general principles will be observed when it is necessary to rely on these dispute and grievance procedures:
- The use of unilateral action is equivalent to one party seeking to impose its will on the other.
 - Every attempt must be made to resolve matters within EnergyAustralia.
 - Only as a last resort should reference to external agencies be considered.
- (b) Any dispute, claim or grievance shall be dealt with as follows:
- (i)(a) The first point of contact shall be the supervisor of the affected employee(s) who will deal with the matter within 2 working days.
 - (i)(b) If not resolved at (i)(a) above, the matter will be considered by the employee(s), employee(s)'s local union delegate/organiser and the local Manager concerned. The matter will be dealt with as soon as possible, but no more than 2 working days after the initial contact.
 - (ii) If the matter is unable to be resolved under (i)(a) and (b) above, then it will be referred to the Division's Employee Relations Manager and the appropriate Union Official. The matter will be dealt with as soon as possible, but no more than 2 working days after initial contact.
 - (iii) If the matter is unable to be resolved under (ii) above, a conference will be arranged between EnergyAustralia's Manager Employee Relations/Employee Relations Officers and representatives of the Union concerned to discuss the matter and endeavour to achieve a settlement. Such conference will take place within 2 working days after (ii) above.
 - (iv) In the event the matter can not be resolved under (iii) above, the matter will be referred to the Managing Director and conferences will take place with the parties concerned.

- (v) In the event of failure to resolve a matter by the appropriate steps as set out above and where the parties are unable to agree, there shall be a 'cooling-off' period of 72 hours, excluding weekends and public holidays, to enable the parties to re-assess their respective positions.
- (vi) In the event the above steps fail to reach a resolution, then the parties may then seek to exercise their rights under the provisions of the Industrial Relations Act 1996.
- (vi) During the course of the above procedures the status quo will be maintained by both parties, and without prejudice to either party, work shall continue in the manner it was carried out prior to the dispute arising.



6. SALARY

- (a) Current employees covered by this Agreement shall be appointed to a salary band and initially paid the salary in brackets from 5 July 1997-

Level 1	\$ 73,600 to \$ 81,700	(\$ 77,811)
Level 2	\$ 80,739 to \$ 87,800	(\$ 80,739)
Level 3	\$ 86,939 to \$ 95,000	(\$ 86,939)



- (b) Existing employees and future employees covered by this Agreement will be appointed to the following salary bands from 3 January 1998, with existing employees appointed to the salary indicated in brackets

Level 1	\$ 75,440 to \$ 83,743	(\$ 79,756)
Level 2	\$ 82,758 to \$ 89,995	(\$ 82,758)
Level 3	\$ 89,113 to \$ 97,375	(\$ 89,113)

- (b) The salaries in (a) and (b) above are payable for all purposes and are inclusive of all allowances and hours of work other than
- (i) Travel or living expenses when working outside EnergyAustralia's supply area.
 - (ii) Reimbursement of business related/educational expenses incurred in the course of employment with EnergyAustralia.

7. SALARY ADJUSTMENT

(a) Salaries will be adjusted as follows:

Year 1 (i) 5.0% from the first pay period after 1 July 1997
(ii) 2.5% from the first pay period after 1 January 1998

Year 2 Salaries to be adjusted from 1 January 1999 by a method agreed between the parties, which will be based on external remuneration market surveys and APESMA salary surveys for comparable positions. Salary bands will be adjusted by the market movement.

b) The parties acknowledge that greater emphasis will be placed on performance outcomes, based on the requirements of the market and individual achievement gauged against agreed key result areas. This approach will operate within a context which gives all employees access to an equitable market based adjustment for the period (eg. no less than 50% of the market movement).



8. PAYMENT OF REMUNERATION

- (a) Salaries and employee nominated fringe benefits will be paid fortnightly to those financial institutions nominated by the employee (except in the case of hardship).



9. FRINGE BENEFITS

- (a) Employees under this Agreement shall have access to fringe benefits on the basis of salary sacrifice arrangements. All fringe benefit tax will be paid by the employee where applicable and will be included in the amount of nominated salary sacrifice. Any changes to Fringe Benefits tax rates or method of calculation will be passed on to employees immediately.
- (b) Fringe benefits are limited to the following items:
- Car
 - Superannuation
 - Child Care
 - Health Benefits
 - Mortgage
 - Other benefits as may become available from time to time
- (c) The terms and conditions of the fringe benefits package are recorded in writing and signed by the employee. An employee may revoke a fringe benefit arrangement by written notice to the SM/EA Administrator. An amount of salary may be sacrificed for a particular fringe benefit and can be drawn down as the need arises during the financial year. If at the end of the financial year the full amount allocated to a particular fringe benefit has not been utilised, the employee shall be paid the balance as salary or a fringe benefit as nominated by the employer. Should the employee's benefits be overdrawn then the employee will reimburse EnergyAustralia any overdrawn amount (including the applicable FBT amount). the balancing period will be 30 June each year.
- (d) This subclause outlines the various vehicle options and method used to calculate those options.
- (i) Employees covered by- this Agreement have the following vehicle options:
- (1) A pool vehicle strictly for business use only, this does not include regular travel to and from work. Utilisation of a pool vehicle to travel to and from work is regarded as limited private use.
 - (2) a vehicle for unlimited business/private use.
 - (3) a vehicle for full private use only.
- (ii) There is no charge for a pool car which is used strictly for business purposes and is not regularly taken to and from work.
- (iii) All private usage including limited private usage must be paid for under salary sacrifice arrangements.
- (iv) Where a pool vehicle is used for limited private use as nominated in (1) above, then the employee will be required to salary sacrifice for the cost of that vehicle. The motor vehicle allowance, which includes FBT will be used



9. Fringe Benefits (Cont.)

as the basic costing structure for a pool vehicle with limited private travel, currently \$5510. This amount will be adjusted by the same percentage as general remuneration increases passed on to EnergyAustralia employees.

- (v) The cost of a business/private vehicle or a 100% private vehicle supplied through EnergyAustralia will be on the private portion of the following:
- (1) The annual lease rate as provided by the Lease Company, is based on the employee's actual estimated usage pattern and may vary between 12 months 40,000 kms and 24 months 40,000kms or as may be negotiated by Fleet Services.
 - (2) The running costs are based on a cents per kilometre rate, which is calculated on the Enterprise Agreement kilometre fleet average which is set in April and adjusted July of each year.
 - (3) Insurance, Fuel costs, NRMA membership and Administration Fee.
 - (4) Differences in the lease rate (including vehicle options), the total of which is higher than the highest lease rate applicable to the range of vehicles available under the terms of the Enterprise Agreement.
- (vi) The range of vehicle available under these arrangements is limited to those vehicles available under State Government contract or as nominated in the Enterprise Agreement Officers' Motor Vehicle policy. The cost of some privately fitted vehicle accessories may not be refunded when the vehicle is sold depending on the effect that the removal of the option/accessory has on the resale value of the vehicle.
- (vii) Employees will be responsible for all fringe benefit tax on vehicles supplied by EnergyAustralia. Any changes/variations in the method of calculation of FBT will be passed on to employees immediately.
- (viii) Some positions will be nominated by the relevant Manager as requiring a vehicle. In these cases employees cannot take the 100% private option. EnergyAustralia will determine whether a vehicle is required for business use after considering the business needs of the employee's position.
- (ix) Parking will not be provided in the Central Business District (CBD) by EnergyAustralia for 100% private vehicles.
- (x) Business/private vehicles must be available for business use during business hours. Employees will be charged extra to use a business/private vehicle while on annual leave.



9. Fringe Benefits (Cont)

(e) Employees appointed to positions of Account Executive will have their vehicle charges calculated using actual log book calculations based on the private portion as specified in his/her log book and section (v) above. Other employees who travel excessive business kilometres, and are required to take out a twelve months lease or less, will have access to an individual log book calculation method. The charge for leasing a vehicle will be based on each employee's individual usage pattern. All other matters relating to the selection of vehicles for those employees are set out in subclause (vi)

(f) The usage of vehicles for these employees will not be included in calculating the fleet average cost for vehicles which are charged under subclause (v).

EnergyAustralia reserves the right to alter/vary/change the method under which vehicles are acquired for EnergyAustralia's needs/fleet requirements. This will not result in additional cost to the employee during the life of the current lease.

Where it has been determined by the lease company and the General Manager - Fleet Services that a vehicle has been subject to unfair wear and tear, then the employee responsible for that vehicle will be required to pay any excess involved in the repair of the vehicle or any detailing costs.

Employees terminating their services with EnergyAustralia will be required to present their vehicle for inspection at least one week prior to their termination.



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10. PERFORMANCE AGREEMENTS - PERFORMANCE/BONUS REVIEW

- (a) Each year, employee's under this Agreement will be required to enter into a Performance Agreement with their Manager. This Performance Agreement will establish the key result areas/targets that the employees will be measured against as part of their annual performance review.
- (b) The formal performance review will be held in July/August of each year and will be linked to the performance management system.
- (c) The employee's performance for the year will be assessed against achievement of these agreed key result areas/targets. Each Performance Agreement will specify the level of achievement/performance and dependent on the employee's performance may result in a bonus being paid to the employee.

The bonus will be determined by a weighting based on company, divisional and individual performance criteria. Those performance targets will be agreed between the employee and the Manager at the time of setting the employee's performance key result areas/targets.

- (d) Each Performance Agreement will provide access to annual bonus where the employee exceeds nominated performance targets.
- (e) The maximum bonus for any year will be determined according to the employee's "at risk component" within the salary banding arrangements. The amount paid will depend on the employees performance against established targets and key result areas as agreed between the employee and their Manager.

Completed agreements must be submitted for registration with the Senior Manager and Enterprise Agreement Administrator at the beginning of each bonus assessment year; ie., 1 July - 30 June

- (f) Employees may elect to have their bonus payments deferred up to a maximum of 12 months.



11. HOURS OF WORK

- (a) Employees under this Agreement shall work a sufficient number of hours to ensure their duties are adequately performed. This will involve a maximum of 40 hours per week and will involve working 8 hours per day over a 5 day week.

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12. OVERTIME

- (a) Overtime will not be paid. The salaries includes payment for all additional hours worked.

- (b) The employee and the Manager may agree to time off work without deduction from salary in special circumstances.



13. PART-TIME EMPLOYMENT

- (a) A part-time employee is one who is employed as such and who works regular days and regular hours which are less than the full time ordinary hours.
- (b) A part-time employee shall receive a rate of remuneration commensurate with their normal hours worked each week.
- (c) A part-time employee shall be entitled to all service entitlements on a pro rata basis commensurate with their normal hours worked each week. Training will also be provided at an appropriate level.
- (d) Part time employees will be entitled to apply for and be appointed to any enterprise agreement position, provided that they undergo EnergyAustralia's selection process and the position's duties/role can accommodate part time employment.

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14. FIXED TERM EMPLOYMENT

- (a) A fixed term employee is one who is engaged for a fixed period of time. "Fixed Term Employment" is defined as a period of employment for the duration of a specific project, or where it is expected that there will not be a continuing need for the position. At the expiry of the term, the employee shall no longer be employed. There is no expectation that fixed term employment will be extended beyond the specified duration or project.
- (b) Fixed term employees shall be paid and be entitled to all the conditions under this Agreement which are appropriate.
- (c) The parties will consult and reach agreement before appointments are made under the clause. EnergyAustralia reserves the right to review the need for the position at the end of the stated term of the period of fixed employment.
- (d) Employees covered by the classifications under the EnergyAustralia Award may be employed under this provision on a fixed term basis. On completion of the period of "fixed term employment", the employee will revert back to award conditions of employment.



15. SECONDMENT

- (a) Where an existing employee's conditions of employment are covered by this enterprise agreement, the employee may be employed under an individual contract of employment for a specific period of time. On termination of this period of time/contract the employee will revert back to the employment conditions prescribed by this enterprise agreement.



16. MANAGER/TECHNICAL SPECIALIST

- (a) A "Manager/Technical Specialist" employee is an employee designated by the Divisional General Manager as such.
- (b) An employee designated as a Manager/Technical Specialist may enter into an individual employment contract with EnergyAustralia.
- (c) This enterprise agreement will only apply to a Manager/Technical Specialist contract employee for the following:
- i) Recreation Leave
 - ii) Sick Leave
 - iii) Long Service Leave
 - iv) Maternity Leave
 - v) Paternity Leave
 - vi) Family Leave
 - vii) Special Leave
 - viii) Career Break
 - ix) Miscellaneous Employment Conditions



EnergyAustralia will disclose the other terms of Manager/Technical Specialist employment contracts to the Agreement parties on a commercial in confidence basis. The parties may discuss the content and operation of the arrangements from time to time.

- (d) The employment contract for Manager/Technical Specialist employees will include provisions in relation to:
- Remuneration, and remuneration review mechanism
 - Motor Vehicle
 - Bonuses
 - Superannuation
 - Remuneration Packaging
- (e) The pay and remaining conditions for Manager/Technical Specialist Contract Employees will be contained within the individual contracts and have no connection with this Agreement or any other award covering EnergyAustralia.
- (f) Existing employees of EnergyAustralia will have the option to remain on the Professionals/Managers/ Specialists Enterprise Agreement, or accept promotion to the Enterprise Agreement. The Enterprise Agreement remuneration level for Professional/Manager/Specialist positions will be identified in position advertisements for all internally advertised positions and will be advised on enquiry to internal applicants who are applying for externally advertised positions.

17. ANNUAL LEAVE

- (a) Employees shall be entitled to 4 weeks of annual leave at the completion of each year of service.
- (b) Approval of requests for periods of annual leave by individual employees will be determined subject to the need for adequate employees being available to meet the needs of the organisation.
- (c) Annual leave may be taken in any combination of separate periods.
- (d) Annual leave will be paid at the employee's nominated salary (ie. after ~~salary sacrifice~~).
- (e) Employees may be allowed to take a period of annual leave in advance of its accrual subject to approval. Where their employment subsequently terminates before the leave has accrued on a pro rata basis, EnergyAustralia may deduct any pre payment from their termination pay.
- (f) Any public holidays (excluding Picnic Day) which occurs during annual leave shall not be deducted from the employee's annual leave entitlements.
- (g) When an employee ceases employment for any reason, they shall be paid for any annual leave which has not yet been taken for each completed year of service. The employee shall also be paid a pro rata amount for any leave which has not been taken for any partly completed year of service. Payment for all outstanding annual leave shall be at the Enterprise Agreement rate of pay which applied at the time employment ceased.
- (h) Employees shall not commence annual leave whilst on sick or accident leave.



18. SICK LEAVE

- (a) Employees are entitled to sick leave only when they cannot perform their duties due to illness.
- (b) Sick leave will not be paid where the absence arises from participation in any activity where the employee is paid by other than EnergyAustralia.
- (c) In determining an employee's total sick leave credit, service with an organisation which has merged with EnergyAustralia will be taken into account.
- (d) Where an employee has exhausted their entitlement to paid sick leave, additional leave with pay may be granted by the General Manager where the circumstances warrant it.
- (e) Where an employee has exhausted their entitlement to paid sick leave, and is granted leave without pay, that period may or may not count as service as determined by EnergyAustralia.
- (f) All sick leave up to 5 years' service shall accrue at 15 days per year. All sick leave which accrues after the completion of 5 years' service shall accrue at 18 days per year. Any untaken portion of the entitlement shall accumulate for use in future years.
- (g) An employee who is diagnosed as never again being fit for normal duties shall be "Retired-Ill Health". The date of retirement will normally be the date that their sick leave entitlements exhausted. However, the employee will have the option to take a lump sum payment for sick leave in accordance with sub-clause (q) and retire after any sick leave which accrued after 15 February 1993 has been exhausted. No additional sick leave entitlements will accrue from the date the diagnosis is made.
- (h) If an employee provides medical evidence that they were injured or sick whilst on annual leave or long service leave to such an extent that they were unable to derive benefit from the leave, then the period of leave which is affected will be recredited provided it is at least of five consecutive working days duration.
- (i) Public holidays (excluding Picnic Day) which occur during periods of sick leave are not counted as sick leave.
- (j) A certificate from a medical practitioner is required for all claims for sick pay which exceed three working days. However, where an employee's sick leave record is deemed to be unsatisfactory, the employee may be required to produce a medical certificate to cover all absences for the next 12 months or a period as may be determined by the employee's Manager/General Manager.

18. Sick Leave (Cont.)

(k) A medical certificate should include the following information:

- Name of employee.
- Name of Doctor and Signature.
- Reason for absence.
- Period during which the employee is unfit for work.
- Date of issue.



(l) Where an employee is required to obtain a medical certificate it should be obtained during the period of absence on sick leave and not be obtained retrospectively. This requirement may be waived in exceptional circumstances.

(m) Part day absences shall be debited against the employee's sick leave entitlement.

(n) Employees will notify their Manager prior to normal start time if they are going to be absent on sick leave.

(o) If there is any dispute about a doctor's diagnosis in relation to sick leave, a second opinion may be obtained from another doctor selected by EnergyAustralia's and the union. This second opinion will be deemed to settle the dispute. Any cost for obtaining the second opinion will be paid by the party that the decision goes against.

(p) Where an employee retires at age 55 or greater or is retired on medical grounds arising from illness or accident or accepts voluntary redundancy he/she shall be paid the ordinary rate based on the corresponding pay point in the Sydney Electricity Award or any successor award or agreement at the date of termination for all accumulated untaken sick leave to the employee's credit calculated according to sub-clause (q) below.

(q) The maximum number of days of sick leave that may be cashed-in is to be calculated as follows:-

Step 1: Calculate the number of days of accumulated sick leave, as at the date of termination of employment.

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

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

The corresponding pay points to be used in this calculation are:

Level 1	Pay Point 53
Level 2	Pay Point 56
Level 3	Pay Point 58

19. LONG SERVICE LEAVE

(a) Long Service Leave shall be taken in periods of not less than 2 weeks subject to the absence being approved.

(b) Long service leave shall accrue according to the following scale:

After 10 years' service	13 weeks
After 15 years' service	Additional 8½ weeks
After 20 years' service	Additional 13½ weeks
After each additional 5 years' service	Additional 13 weeks



(c) All long service leave or payment in lieu is paid at the employee's enterprise agreement rate of pay.

(d) An employee who has completed 5 years' service and less than 10 years' service with EnergyAustralia and whose employment terminates for any reason other than misconduct, shall be entitled to payment of 1.3 weeks pay for each year of service and pro rata for partly completed years to the nearest whole month.

(e) An employee who has completed 10 or more years' service with EnergyAustralia and whose employment terminates for any reason other than misconduct, shall be entitled to the following pro rata long service leave, minus any periods of long service leave already taken and any periods which have been paid out under subclause (i):

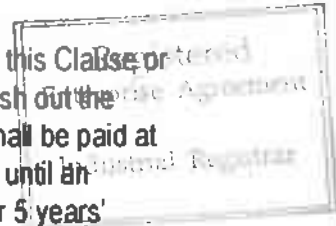
Ten years' service	13 weeks
Between 10 and 15 years' service	1.7 weeks per year
Between 15 and 20 years' service	2.7 weeks per year
After 20 years' service	2.6 weeks per year

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

(f) Employees who have continuity of service with an organisation which merged with EnergyAustralia will have that service and any periods of long service leave taken into consideration in calculating their entitlement. Refer to Clause 27 for details on how the period of service is calculated.

19. Long Service Leave (Cont.)

- (g) Employees shall not commence long service leave whilst on sick or accident leave.
- (h) Employees are required to give at least 4 weeks notice of their intention to take long service leave. Shorter notice may be agreed subject to work requirements. Leave will be approved subject to essential work requirements.
- (i) Employees shall be able to choose whether or not to accrue leave under this Clause or the Long Service Leave Act 1955. If the employee elects the option to cash out the difference in their Long Service Leave entitlement then, the difference shall be paid at the time the employee chooses this option. This choice cannot be made until an employee has accrued a pro rata entitlement to Long Service Leave after 5 years' service.



20. ACCIDENT LEAVE AND PAY

- (a) "Accident Pay" means an amount of pay equal to the difference between the amount of workers' compensation received and the ordinary rate of pay.
- (b) Where an employee has been injured in the course of employment with EnergyAustralia, they shall be paid Accident Pay and Workers Compensation for a combined total period up to 52 weeks, provided that employment continues with EnergyAustralia during that period.
- (c) Additional periods of accident pay may be granted by EnergyAustralia where circumstances warrant it.
- (d) A certificate from a medical practitioner is required for all claims for workers' compensation payments. If there is any dispute about a doctor's diagnosis, opinions will be obtained from two specialists plus the employee's own doctor. The majority view shall settle the dispute.
- (e) A medical certificate should include the following information:
- Name of employee.
 - Name of Doctor and signature.
 - Reason for absence.
 - Period during which the employee is unfit for work.
 - Date of issue.
- (f) If an employee receives a settlement or compensation in relation to an injury or illness which has resulted in a claim on EnergyAustralia for paid sick leave or paid accident leave, then the employee shall repay EnergyAustralia the sum of such actual pay received to a maximum not exceeding the settlement or compensation received. In such cases the amount of sick leave which was reimbursed will be recredited to the employee.
- (g) Higher duties shall not be paid whilst an employee is absent on accident leave.



21. SPECIAL LEAVE

(a) Special Leave may be granted for the following purposes:-

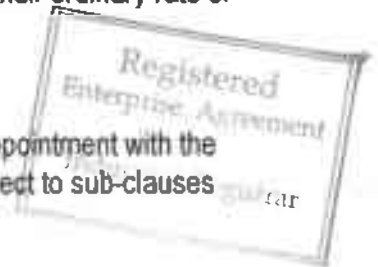
- Bereavement
- Blood Donations
- Attending to Union Matters; including trade union training
- Attending Employee Assistance Program
- Personal

(b) Special leave may be granted with or without pay at the discretion of EnergyAustralia.

(c) Special leave may or may not count for service at the discretion of EnergyAustralia.

(d) An employee who is required to attend for Jury Service will be granted leave which will count as service. An employee will be paid the difference between their ordinary rate of pay and the amount paid for jury service.

(e) Special Leave with pay will be granted to employees for their first appointment with the Employee Assistance Program. Subsequent appointments are subject to sub-clauses (b) and (c) above.



22. PERSONAL/CARER'S LEAVE

22.1 Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for in clause 18 "Sick Leave", for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of one day. This entitlement is effective from the date of approval of this Agreement.
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned, and that the illness is such as to require care by another person. In normal circumstances an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this clause is subject to:
- (i) the employee being responsible for the care and support of the person concerned: and,
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 1. "relative" means a person related by blood, marriage or affinity;



2. 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
3. 'household' means a family group living in the same domestic dwelling.

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

22.2 Unpaid Leave for family purposes

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause 22.1 (c)(ii) above who is ill.

22.3 Annual Leave

- (a) An employee may elect with the consent of the employer, ~~subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties~~ *subject to the Enterprise Agreement*
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shut down period provided for elsewhere in this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

22.4 Time Off in Lieu of Payment for Overtime

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (iii) If, having elected to take time as leave, in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (iv) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

22.5 Make-Up time

- (a) An employee may elect, with the consent of EnergyAustralia, 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 the award, at the ordinary rate of pay.

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

22.6 Grievance Process

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



23. **PARENTAL LEAVE**

- (a) The provisions of the Industrial Relations Act 1996 shall apply.

- (b) Employees who are eligible for maternity leave without pay under the Industrial Relations Act 1996 shall be entitled to receive up to 9 weeks of paid leave (or 18 weeks at half pay) included in the 12 months available under the Act at their ordinary rate of remuneration.



24. **CAREER BREAK**

Employees are eligible for a career break in the terms set out in the Corporate Quality Procedure.



25. PUBLIC HOLIDAYS

Employees are entitled to be absent from work without loss of ordinary pay for any day which is Gazetted as a Public Holiday for the area in which they normally work. Employees under this agreement are not entitled to Picnic Day.



26. TERMS OF EMPLOYMENT

- (a) Termination of employment shall comply with the terms of the Industrial Relations Act 1996. It is not the intention of the parties to treat employees under this agreement in a manner which is different to other award covered employees in relation to continuity or termination of employment.
- (b) Termination of employment shall require 4 weeks' notice on either side except in the following circumstances:
- (i) Employees who are 45 years of age or older at the time notice is given shall be given one extra week of notice by EnergyAustralia. These employees are not required to give an extra week of notice.
 - (ii) No notice is required where an employee is dismissed because of misconduct.
 - (iii) Payment in lieu of the required notice or portion of it can be made by either party if they seek a shorter period of notice.

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27. **DUTIES AS DIRECTED**

- (a) The relevant General Manager may direct employees under this Agreement to carry out such duties at their normal place of employment or other locations as may be required from time to time provided that the duties are within the employee's skill, competence and training, satisfy any relevant professional code of ethics and do not pose a substantial risk of death or personal injury to any person.



28. CALCULATION OF SERVICE

- (a) All service as an apprentice, trainee or cadet shall count towards service entitlements under this Agreement.
- (b) The following periods will not count for service and will not break the continuity of service with EnergyAustralia:

- Sick leave without pay
- Parental leave without pay
- Leave without pay, whether authorised or not
- Career Break.



Leave without pay can be assessed on a case-by-case basis by EnergyAustralia to determine whether or not it will count for service.

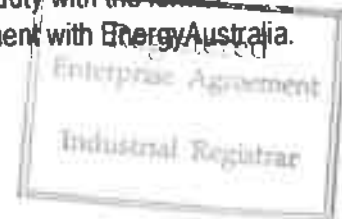
- (c) Where EnergyAustralia has terminated an employee's employment because of ill health or injury, and the employee is subsequently retired, the total length of service shall be taken into account in calculating the employee's entitlements.
- (d) Employees who commenced duties with EnergyAustralia as a result of the amalgamations and mergers of Shires, Municipalities and County Councils on or prior to 1 January 1980 and mergers in 1995 shall have their previous service recognised in calculating their service entitlements.
- (e) From date of corporatisation of EnergyAustralia, 1st March 1996, the following service counts for long service (extended) leave purposes for staff employed by EnergyAustralia as at 1st March 1996:
- Prior service with approved Government Departments will be recognised. This provision only applies for employees who were employed before 1 March 1996 - Schedule 1 of Appendix 1.
 - Prior service with approved NSW Authorities will be recognised, - Schedule 2 of Appendix 1.
 - Prior service with former local government regulated distributors which were engaged in electricity distribution will be recognised - Schedule 3 of Appendix 1; and,
 - Prior service with approved State-Owned Corporations will be recognised - Schedule 4 of Appendix 1.

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

- (f) New employees recruited from the New South Wales Public Service after 1st March 1996, will continue to have the option of transferring their existing extended leave, recreation leave and sick leave balances to EnergyAustralia, subject to the existing arrangements for transfer of funds from the previous employer.

(g) For the purposes of (e) and (f) above, the period of service for recognition must be 'continuous', which is defined as follows:

- the employee entered on duty in EnergyAustralia on the next working day following cessation of employment with the recognised former employer; or
- the employee has been accepted for employment by EnergyAustralia prior to the last day of service with the recognised former employer, in which case a break of up to 2 months may be allowed between cessation of duty with the former recognised employer and commencement of employment with EnergyAustralia.



29. ACTING IN POSITIONS

- (a) Employees who are not employed in a job covered by this Agreement but who act in a position covered by this Agreement shall continue to be employed under the terms of EnergyAustralia's Award or any Award, but shall be paid the salary for the position and shall work according to Clause 11- Hours of Work. Award employees who act in an enterprise agreement position will not be entitled to either take or accrue RDO's during the period of acting.
- (b) Employees who are covered by this Agreement and act in another job covered by this Agreement shall receive the appropriate salary for the job in which they are acting.
- (c) Employees who are covered by this Agreement and who act in a Senior Contract position shall continue under the conditions of this Agreement but shall be paid according to the provisions for acting in a Senior Contract position (ie. 94.3% of the base rate applicable to that position) or their current rate, whichever is the greater. General Managers/Managers may review and reset the higher grade rate above the amount specified where applicable.
- (d) If an employee takes any form of leave during the first 13 weeks of the acting higher grade, the period of leave will not attract the higher rate of payment.



30. SUPPLEMENTARY SUPERANNUATION

- (a) Subject to the provisions of Clause 28(b) this clause applies to employees who:
- (i) were employed by Sydney County Council on or before 31 March 1977; and
 - (ii) were contributing to the same Local Government Superannuation Scheme on 30 April 1990 that he/she was contributing to on 31 March 1977; and
 - (iii) were compulsorily transferred to the State Authorities Superannuation Scheme on 1 May 1990; and
 - (iv) have completed at least 20 years' continuous service with EnergyAustralia and Sydney County Council; and
 - (v) retired-age, retired ill-health, were dismissed for reasons other than misconduct, took voluntary redundancy or died whilst still employed.
- (b) Employees who meet all the above conditions shall be paid a supplementary superannuation benefit equal to the difference between:
- (i) $E = 3.5 + 0.07 (S - 20)$
 where E = the employee's entitlement measured in weeks of pay per year of service at their ordinary rate,
 and S = 45 or the total number of years service (including a portion for part completed years to the nearest whole month) whichever is the lesser; and
 - (ii) the monetary benefits directly attributable to all payments made or to be made in respect of the employee by EnergyAustralia or any other employer under the provisions of the Local Government and Other Authorities (Superannuation) Act, 1927, and the State Authorities Superannuation Act, 1987, or its successor.
- (c) This clause shall not apply to an employee who is a contributor under the Pension Fund provisions of the Local Government and Other Authorities (Superannuation) Act 1927 or a contributor under the provisions of the Superannuation Act 1916.
- (d) This clause also applies to employees who were formerly employed by a County Council and who were transferred to Sydney Electricity on 1 January 1980 provided that-
- (i) They maintained continuity of service in the transfer.
 - (ii) They fulfil the requirements in sub-clause (a) of this clause.



30. Supplementary Superannuation (Cont.)

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

(e) Severance Allowance

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

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31. MISCELLANEOUS CONDITIONS OF EMPLOYMENT

(a) Telephone Rental

On production of the appropriate telephone account nominated employees who are required to take or make business calls at home will be reimbursed the cost of those business calls as nominated by the employee and proportion of telephone rental.

(b) Death of Employee

On the death of an employee, all their outstanding entitlements and accruals ~~will be paid~~ to their estate.



(c) Casual Use of Private Vehicle

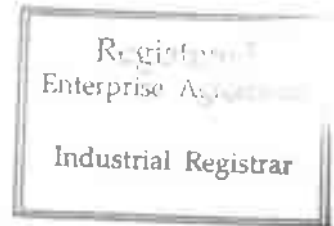
An employee who is properly authorised to use a private motor vehicle in the course of their employment shall be paid at the rate as specified in EnergyAustralia's Award conditions. However, wherever possible employees should use a EnergyAustralia vehicle for all purposes connected with their employment.

(d) Retirement

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

KEVIN SEMPLER

SIGNED FOR AND ON BEHALF OF
ENERGYAUSTRALIA



SIGNED FOR AND ON BEHALF OF
THE ASSOCIATION OF PROFESSIONAL
ENGINEERS, MANAGERS AND SCIENTISTS
AUSTRALIA (NSW BRANCH)



Alan James CORTISSOS

SIGNED FOR AND ON BEHALF OF
THE ELECTRICITY SUPPLY PROFESSIONAL
OFFICERS' ASSOCIATION



COLIN FRANCIS HODGES
SIGNED FOR AND ON BEHALF OF
THE FEDERATED MUNICIPAL AND SHIRE
COUNCIL EMPLOYEES' UNION OF AUSTRALIA,
NSW DIVISION



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APPENDIX 1

APPENDIX 1

Schedule 1

Recognised NSW Government Departments as at 26 July 1996

Department of Aboriginal Affairs
Ageing and Disability Department
Department of Agriculture
Ministry for the Arts
Attorney General's Department
The Audit Office of New South Wales
Office of the Board of Studies
Building Services Corporation
Department of Bush Fire Services
Department of Business and Regional Development
Cabinet Office
Community Services Commission
Motor Accidents Authority
National Parks and Wildlife Service
New South Wales Fire Brigades
New South Wales Meat Industry Authority
Olympic Co-ordination Authority
Ombudsman's Office
Parliamentary Counsel's Office
Ministry for Police and Emergency Services
Premier's Department
Public Trust Office
Department of Public Works and Services
Royal Botanic Gardens and Domain Trust
Rural Assistance Authority
Department of School Education
Department of Sport and Recreation
Department of State Development
State Electoral Office
State Emergency Service
State Forests, Forestry Commission
Tourism New South Wales
Department of Training and Education Co-ordination
Department of Transport
Department of Transport
The Treasury
Department of Consumer Affairs
Department of Corrective Services
New South Wales Crime Commission
New South Wales Dairy Corporation
Darling Harbour Authority
Department of Community Services
Office of the Director of Public Prosecutions



Schedule 1 (cont.)

Department of Energy
Environment Protection Authority
Ethnic Affairs Commission
NSW Fisheries
Forestry Commission (except State Forests)
Department of Gaming and Racing
Department of Health Care Complaints Commission
Home Purchase Assistance Authority
HomeFund Commissioner's Office
Department of Housing
Department of Industrial Relations
Department of Juvenile Justice
Department of Land and Water Conservation
Legal Aid Commission
Department of Local Government
Department of Mineral Resources
Department of Urban Affairs and Planning
Department for Women
WorkCover Authority



APPENDIX 1

Schedule 2

List of Recognised NSW Authorities

Maritime Services Board
Water Conservation and Irrigation Commission
Department of Main Roads
Metropolitan Water, Sewerage and Drainage Board
Police Force
Department of Railways
Department of Government Transport
Department of Motor Transport
Milk Board
The Legislature
Metropolitan Meat Industry Board
Electricity Commission
Hunter District Water Board
Board of Fire Commissioners of New South Wales
Broken Hill Water Board
State Mines Control Authority
Grain Elevators Board of New South Wales
State Planning Authority of New South Wales
The Auburn District Hospital
The Balmain Hospital
The Bankstown Hospital
The Canterbury District Memorial Hospital
The Eastern Suburbs Hospital
The Fairfield District Hospital
The Hornsby and District Hospital
The Langton Clinic (Moore Park)
The Liverpool District Hospital
The Manly District Hospital
The Marrickville District Hospital
The Mona Vale Hospital
The Parramatta District Hospital
The Prince Henry Hospital
The Prince of Wales Hospital
The Rachel Forster Hospital
The Royal North Shore Hospital of Sydney
The Royal South Sydney Hospital
The Ryde District Soldiers' Memorial Hospital
The St George Hospital
The Sutherland Hospital
The Sydney Hospital
The Sydney Homoeopathic Hospital
The Sydney Home Nursing Service
The Western Suburbs Hospital
The Women's Hospital (Crown Street)
The Karitane Mothercraft Society in respect of: Karitane Mothercraft Training Centre,
Woollahra



Schedule 2 (cont.)

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

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

NSW College of Nursing

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

The Carrington Centennial Hospital for Convalescents

The Royal Ryde Homes

Royal Society for the Welfare of Mothers and Babies in respect of: The Carpenter Mothercraft Home, Wollstonecraft; The Tresillian Homes at Petersham, Vacluse and Willoughby

United Dental Hospital

The Adelong Hospital

The Albury Base Hospital

The Armidale and New England Hospital, Armidale

The Ballina District Hospital

The Balranald District Hospital

The Bangalow District (War Memorial) Hospital

The Barham and Koondrook Soldiers' Memorial Hospital

The Barraba Hospital

The Bateman's Bay District Hospital

The Bathurst District Hospital

The Batlow District Hospital

The Bega District Hospital

The Bellinger River District Hospital

The Berrigan War Memorial Hospital

The Bowral and District Hospital

The Bingara District Hospital

The Blacktown District Hospital

The Blayney District Hospital

The Blue Mountains District Anzac Memorial Hospital

The Boggabri District Hospital

The Bombala District Hospital

The Boorowa District Hospital

The Bourke District Hospital

The Braidwood District Hospital

The Brentwood Hospital, Muswellbrook

The Brewarrina District Hospital

The Broken Hill and District Hospital

The Bulahdelah District Hospital

The Bulli District Hospital

The Byron District Hospital

The Camden District Hospital

The Campbell Hospital, Coraki



Schedule 2 (cont.)

The Canowindra Soldiers' Memorial Hospital
 The Carcoar District Hospital
 The Casino and District Memorial Hospital
 The Cessnock District Hospital
 The Cobar District Hospital
 The Coffs Harbour and District Hospital
 The Coledale District Hospital
 The Collarenebri District Hospital
 The Condobolin District Hospital
 The Coolah District Hospital
 The Cooma District Hospital
 The Coonabarabran District Hospital
 The Coonamble District Hospital
 The Cootamundra District Hospital
 The Corowa Hospital
 The Cowra District Hospital
 The Crookwell District Hospital
 The Cudal War Memorial Hospital
 The Culcairn District Hospital
 The Delegate District Hospital
 The Deniliquin Hospital
 The Dorrigo Hospital
 The Dubbo Base Hospital
 The Dunedoo War Memorial Hospital
 The Dungog and District Hospital
 The Eugowra Memorial Hospital
 The Finley Hospital
 The Forbes District Hospital
 The Gilgandra District Hospital
 The Glen Innes District Hospital
 The Gloucester Soldiers' Memorial Hospital
 The Goolooga District Hospital
 The Gosford District Hospital
 The Goulburn Base Hospital
 The Governor Phillip Special Hospital (Penrith)
 The Gower Wilson Memorial Hospital, Lord Howe Island
 The Grafton Base Hospital
 The Aruma Home (Grafton)
 The Grenfell District Hospital
 The Griffith Base Hospital
 The Gulgong District Hospital
 The Gundagai District Hospital
 The Gunnedah District Hospital
 The Guyra District War Memorial Hospital
 The Hastings District Hospital
 The Hawkesbury Benevolent Society and Hospital
 The Hay Hospital



Schedule 2 (cont.)

The Henty District Hospital
 The Hillston District Hospital
 The Holbrook District Hospital
 The Holbrook District Hospital
 The Inverell District Hospital
 The Ivanhoe District Hospital
 The Jerilderie District Hospital
 The Junee District Hospital
 The Kiama District Hospital
 The Kyogle Memorial Hospital
 The Kurri Kurri District Hospital
 The Lake Cargelligo District Hospital
 The Leeton District Hospital
 The Lismore Base Hospital
 The Lithgow District Hospital
 The Lockhart and District Hospital
 The McCaughey Memorial Hospital, Urana
 The Macksville and District Hospital
 The Maclean (Lower Clarence) Hospital
 The Macleay District Hospital
 The Maitland Hospital
 The Manilla District Hospital
 The Manning River District Hospital
 The Merriwa District Hospital
 The Milton-Ulladulla Hospital
 The Molong District Hospital
 The Moree District Hospital
 The Moruya District Hospital
 The Mudgee District Hospital
 The Mullumbimby and District War Memorial Hospital
 The Murrumburrah-Harden District Hospital
 The Narrabri District Hospital
 The Narrandera District Hospital
 The Narromine District Hospital
 The Nepean District Hospital
 The Newcastle Western Suburbs Maternity Hospital
 The Nimbin District Memorial Hospital
 The Nyngan District Hospital
 The Oberon District Hospital
 The Old Folks' Home (Broken Hill)
 The Orange Base Hospital
 The Pambula District Hospital
 The Parkes District Hospital
 The Port Kembla District Hospital
 The Portland District Hospital
 The Prince Albert Memorial Hospital (Tenterfield)
 The Queanbeyan District Hospital



Schedule 2 (cont.)

The Queen Victoria Memorial Hospitals
 The Quirindi District Hospital
 The Royal Newcastle Hospital
 The Rylstone District Hospital
 The Scott Memorial Hospital (Scone)
 The Shoalhaven District Memorial Hospital
 The Singleton District Hospital
 The Tamworth Base Hospital
 The Temora and District Hospital
 The Tibooburra District Hospital
 The Tingha District Hospital
 The Tocumwal Hospital
 The Tottenham Hospital
 The Trangie Hospital
 The Tullamore District Hospital
 The Tumbarumba District Hospital
 The Tumut and District Hospital
 The Tweed District Hospital
 The Urbenville and District Hospital
 The Ungarie District Hospital
 The Vegetable Creek Hospital
 The Wagga Wagga Base Hospital
 The Walcha District Hospital
 The Wallsend District Hospital
 The Walgett District Hospital
 The Warialda District Hospital
 The Warren District Hospital
 The Wauchope District Memorial Hospital
 The Wee Waa District Hospital
 The Wellington District Hospital
 The Wentworth District Hospital
 The Werris Creek District Hospital
 The Wilcannia and District Hospital
 The Wilson Memorial Hospital (Murrurundi)
 The Wingham and District War Memorial Hospital
 The Wollongong Hospital
 The Wyalong and District Hospital
 The Yass District Hospital
 The Yeoval Hospital
 The Young District Hospital
 The Royal Prince Alfred Hospital
 The Royal Alexandra Hospital for Children
 Chatswood District Community Hospital
 Public Transport Commission of New South Wales
 New South Wales Ambulance Board
 Zoological Parks Board of New South Wales
 Health Commission of New South Wales



Schedule 2 (cont.)

Dairy Industry of New South Wales
Sydney Cove Redevelopment Authority
New South Wales Planning and Environment Commission
Metropolitan Waste Disposal Authority
Totalizator Agency Board of New South Wales
New South Wales Retirement Board
Transport Retirement Board
New South Wales Fish Marketing Authority
Greyhound Racing Control Board
New South Wales Film Corporation
New South Wales Hospitals Planning Advisory Centre
Trotting Authority of New South Wales
Westmead Centre of the Parramatta Hospitals
Sydney Farm Produce Market Authority
Public Authorities Superannuation Board
Independent Commission Against Corruption
Judicial Commission of New South Wales
ACT Electricity and Water Authority
Community Welfare Corporation
Home Care Service of New South Wales
New South Wales Lotteries
Government Pricing Tribunal of New South Wales



APPENDIX 1

Schedule 3

Services for former electricity distributors recognised for extended leave purposes

Broken Hill Electricity
Central West Electricity
Illawarra Electricity
Monaro Electricity
Murray River Electricity
Murrumbidgee Electricity
Namoi Valley Electricity
New England Electricity
North West Electricity
Northern Riverina Electricity
Northern Rivers Electricity
NorthPower
Ophir Electricity
P-CCC Electricity
Prospect Electricity
Shortland Electricity
South West Slopes Electricity
Southern Mitchell Electricity
Southern Riverina Electricity
Southern Tablelands Electricity
Tumut River Electricity
Ulan Electricity
Western Power



APPENDIX 1

Schedule 4

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

Energy South
Far West Energy
First State Power
Macquarie Generation
MetNorth Energy
MetSouth Energy
MidState Energy
NorthPower

