



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Electranet Pty Limited Trading AS Electranet
(AG2025/3328)

ELECTRANET ENTERPRISE AGREEMENT 2025

Electrical power industry

DEPUTY PRESIDENT FAROUQUE

MELBOURNE, 9 OCTOBER 2025

Application for approval of the ElectraNet Enterprise Agreement 2025

Introduction

[1] ElectraNet Pty Limited T/A ElectraNet (the **Employer**) has made an application for approval of a single-enterprise agreement known as the *ElectraNet Enterprise Agreement 2025* (the **Agreement**), pursuant to s 185 of the Fair Work Act 2009 (Cth) (the **Act**).

National Employment Standards (NES) Issues

[2] I note that some provisions of the Agreement (being clause 7.6.2 (Parental Leave) and 7.2.1 (Personal/Carer's Leave and Compassionate Leave) may be inconsistent with the National Employment Standards (NES). However, clause 1.2 of the Agreement operates to provide that more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES. Consequently, I am satisfied that the terms of the Agreement do not contravene s 55 of the Act.

Section 186, 187, 188

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

Section 183 Bargaining Representatives

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

[5] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU), being a bargaining representative for the

Agreement, have given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), I note the Agreement covers the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU).

[6] The Association of Professional Engineers, Scientists and Managers, Australia (APESMA), being a bargaining representative for the Agreement, have given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), I note the Agreement covers The Association of Professional Engineers, Scientists and Managers, Australia (APESMA).

Approval

[7] The Agreement is approved and, in accordance with s 54 of the Act, will operate seven days after approval.



DEPUTY PRESIDENT

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2025

Enterprise Agreement

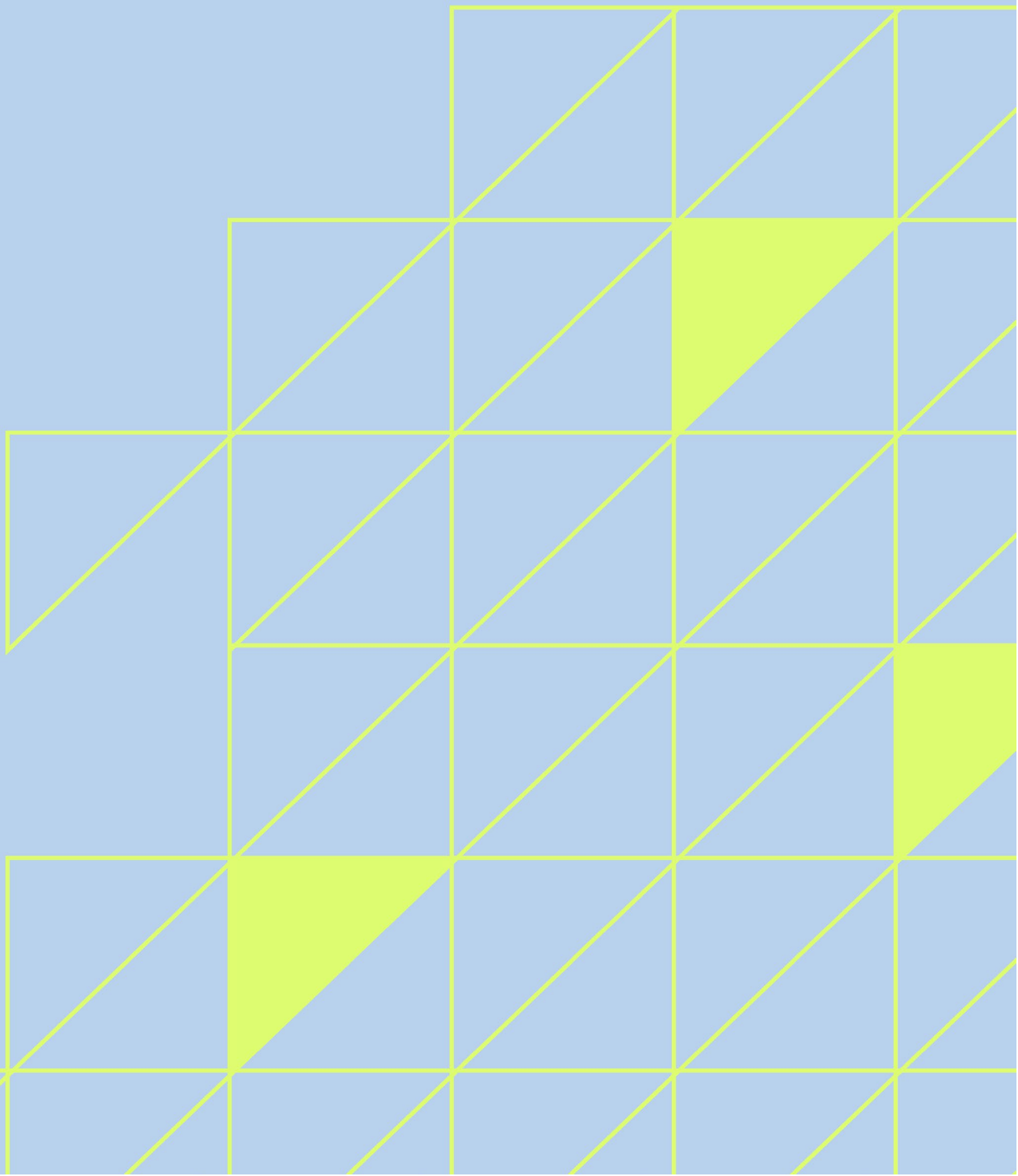


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SECTION 1. ABOUT THIS AGREEMENT

1.1. Title and Operation

This agreement is the ElectraNet Enterprise Agreement 2025 (this “Agreement”).

1.2. Coverage

This Agreement is made pursuant to Chapter 2, Part 2-4 of the *Fair Work Act 2009* (the Act) and shall be binding upon ElectraNet Pty Limited (hereinafter referred to as ‘ElectraNet’), and:

- Employees whose duties are classified within the eight-grade structure of this Agreement;
- the Australian Services Union;
- Association of Professional Engineers, Scientists and Managers Australia; and
- the Electrical, Energy and Services Division of the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPUSA).

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

Nothing in this Agreement prevents ElectraNet from offering and entering into common law employment agreements with individual Employees where the Total Employment Cost (TEC) plus any bonus paid exceeds the total amount comprising:

- pay rate; plus
- allowances/loadings as applicable; plus
- annual leave loading to which the Employee is entitled under this Agreement; plus
- superannuation guarantee levy; plus
- any bonus that would have been paid had the Employee’s employment contract been determined solely by this Agreement.

In such circumstances, clauses in this Agreement related to:

- Classifications and Remuneration, specifically:
 - Section 4 (excluding clause 4.1 Recruitment Process),
 - Section 5 (excluding clauses 5.1.1.1 Rates of Pay on Appointment or Reclassification, 5.1.3 Salaries, 5.1.8 Public Holidays, 5.1.9 Superannuation, 5.2.1 Employee Development and 5.2.2 Employee Facilities) and
 - Appendix 2;
- Ordinary hours of work and Overtime (specifically, clauses 3.4, 3.5 and 3.6); and
- Penalties and Allowances (Appendix 3)

cease to apply to the employment of the Employee to the extent that they oblige ElectraNet to make additional payments over and above the TEC payment.

1.3. Term of Agreement

This Agreement shall come into effect seven (7) days after it is approved by the Fair Work Commission in accordance with section 54(1)(a) of the Act and shall remain in force until 30 September 2028.

1.4. The Next Agreement

The parties agree to commence discussions at least six months prior to the nominal expiry date of this Agreement to determine an appropriate course of action to renew or replace the Agreement.

1.5. No Further Claims

The parties undertake not to pursue any further claims in relation to terms and conditions of employment for the life of this Agreement except where consistent with nationally determined decisions or principles in accordance with the Act.

SECTION 2. GENERAL INFORMATION

2.1. Definitions

Refer to Appendix 1.

2.2. Commitment, Empowerment and Focus on Outcomes

ElectraNet and its Employees commit to working as one team to achieve our vision, objectives and preferred way of working together.

ElectraNet commits to establishing clear business direction and defining required outcomes, ensuring these are discussed with Employees and providing support to empower Employees to deliver the required outcomes.

During the life of this Agreement, ElectraNet and its Employees commit to deliver significant improvement in the efficient and effective delivery of results and required outcomes by identifying and implementing programs for improvement such as:

- improved leadership and technical skills in articulating work requirements and performance standards and providing feedback, support and recognition for achievement;
- continuing the development of an empowerment culture where individuals take responsibility for the achievement of agreed outcomes;
- establishment and successful implementation of work, document and knowledge management systems;
- building greater commitment and work satisfaction amongst staff through high levels of achievement;
- efficient administration of working hours that provides flexibility in working arrangements and supports an outcome-focused, professional workforce and organisation.

2.3. Anti Discrimination and Harassment

It is the intention of the parties to this Agreement to achieve the principal objective in section 3(e) of the Act by respecting and valuing the diversity of the workforce, and by helping to prevent and eliminate discrimination and harassment on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, natural extraction, social origin, breastfeeding, gender identity, intersex status, and status as a person experiencing family and domestic violence.

Accordingly, in fulfilling their obligations under this agreement, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is taken to affect:

- any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- junior rates of pay;

- an Employee, ElectraNet or registered association, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- a matter referred to in this clause from being a reason for terminating employment if the reason is based on the inherent requirements of a particular position.

In considering appointments, ElectraNet operates in accordance with clause 4.1 (Recruitment Process) of this Agreement. Appointments are based on merit and give consideration to the specified selection criteria of the position. The decision of ElectraNet is final.

2.4. Code of Conduct

All Employees will have a copy of the ElectraNet Code of Conduct (the Code) made available to them, and will abide by the requirements contained in the Code.

2.5. Union Recognition

On notifying ElectraNet's representative, an authorised permit holder of a Union that is covered by this Agreement shall be granted right of entry in accordance with the requirements of the Act to attend to matters pertaining to the conditions of employment covered by this Agreement, the Award (to the extent that it applies), and the Act.

2.6. Union Workplace Representatives

On notification to ElectraNet by a Union covered by this Agreement, an Employee appointed as a Union Workplace Representative in the work location in which the Employee is employed, will be recognised as the accredited representative of the Union and will not be discriminated against in their employment.

The Union Workplace Representative is allowed the necessary paid time during working hours to consult with ElectraNet on matters affecting Employees whom the Union Workplace Representative represents. ElectraNet will provide:

- reasonable access in paid time to Employees whom the Union Workplace Representative does and can represent;
- reasonable access in paid time to ElectraNet's facilities and equipment (e.g. telephone, fax, post, photocopier, computer, e-mail etc.) for the purpose of performing their function as Union Workplace Representatives; and
- a notice board of reasonable dimensions in a prominent position where Union information notices relating to the application of the Agreement, Awards and any other matters pertaining to the ElectraNet/Employee relationship may be displayed.

Subject to prior notification where practical, the Union Workplace Representative will be allowed a reasonable period of time during working hours to meet on legitimate Union business with any accredited Union Official of a Union to which the Union Workplace Representative belongs.

2.7. Union Engagement with New Starters

ElectraNet will offer up to two optional “Meet the Union” sessions per calendar year to provide new Employees with the opportunity to meet with the unions that are party to this Agreement (Unions).

These sessions will be:

- a) of reasonable duration up to one hour, in person, and held during paid, ordinary working hours;
- b) facilitated by an ElectraNet representative at an ElectraNet location determined by ElectraNet;
- c) offered to Employees who have commenced employment since the previous session, with no obligation for the Employee to attend; and
- d) conducted jointly with all Unions, rather than as separate sessions for each Union.

ElectraNet will provide the Unions with no less than one month’s notice of scheduled session dates.

ElectraNet retains discretion over the scheduling and format of sessions, provided such discretion is exercised reasonably and in good faith.

SECTION 3. EMPLOYMENT CONDITIONS

3.1. Confirmation of Employment

Before employment begins, ElectraNet will advise in writing the Employee's classification, employment category (i.e. full-time, part-time, casual or fixed term) and rate of pay under this Agreement. The Employee is to acknowledge this advice in writing before the employment relationship commences.

ElectraNet will confirm any change in writing and the Employee is to acknowledge their receipt and acceptance in writing where there is:

- a) any agreed change to the category of employment; or
- b) an agreed temporary change to the Employee's classification or rate of pay for a period in excess of four (4) weeks.

3.2. Employment Types

3.2.1. Full-Time

A full-time Employee works the ordinary hours prescribed in clause 3.4.1 (Normal Hours) or clause 8.5 (Ordinary Hours of Work) of this Agreement.

3.2.2. Part-Time

General

- a) A part-time Employee works to an agreed pattern of attendance, which is less than full-time hours over a four (4) week cycle.
- b) Prior to commencing part-time employment, the Employee and their Manager must agree the Employee's working hours including approximate start and finish times for each day.
- c) A part-time Employee will have reasonably predictable hours of work.
- d) Part-time Employees will receive, on a pro rata basis, equivalent pay and conditions to full-time Employees in the same classification.
- e) Part-time Employees will receive paid time off on public holidays falling on their rostered work days for the period rostered to be worked.
- f) Overtime is paid in accordance with clause 3.5.4 (Overtime - Part-Time).

Converting from Full-time to Part-time Hours

Employees will not be required to change their full-time position to a part-time position or vice versa. An Employee may propose for a full-time position to be converted to part-time or a part-time position to be converted to full-time.

Part-time arrangements require mutual agreement and will be recorded in a letter signed by the Employee and ElectraNet. If the part-time arrangement is temporary, the letter must specify an end date, after which the position will revert to full-time unless agreed otherwise. Any changes to the arrangements must be agreed upon by both parties.

A part-time position may be proposed by ElectraNet only when:

- a) converting a vacant full-time position to part-time;
- b) introducing a new or additional position; or
- c) otherwise, as required by law.

3.2.3. Fixed Term Employment

General

Externally recruited Employees may be engaged on a full-time or part-time basis for a fixed term where ElectraNet has a requirement to supplement the existing workforce to:

- a) cover temporary absences;
- b) provide extra support, specialist skills, or meet specific business needs; or
- c) increase capacity or skills for defined projects.

Limitations on fixed term contracts

ElectraNet will not convert existing full-time or part-time employees to fixed term contracts. However, Employees on open-ended contracts can apply for fixed term vacancies and retain the right to return to an open-ended position at the end of the fixed term.

3.2.4. Casual Employment Contracts

General

- a) A casual Employee is engaged by the hour and paid an hourly rate based on the appropriate pay rate in Appendix 2 to this Agreement. The hourly rate will be 1/1950 of the annual base rate.
- b) An additional 25% casual loading will apply that replaces benefits including paid leave, public holidays not worked, notice of termination and other benefits of full-time or part-time employment.
- c) A casual Employee is otherwise subject to all other terms and conditions under this Agreement.
- d) The minimum pay point for adult casual employees (defined as aged 21 or beyond) will be Grade 1 per Appendix 2.
- e) Overtime is paid in accordance with clause 3.5.1 (Overtime - General).

Use of Casuals

- a) A casual Employee must be paid for a minimum of three (3) hours for each agreed engagement.

3.2.5. Employees to Work Within Full Range of Skills

Employees will:

- a) exercise the full extent of their skill and competency as required by ElectraNet and will not prevent other Employees from working in a like manner;
- b) undertake a full range of tasks up to the level of standard of the training provided as required by the prescribed criteria; and

- c) perform a wide range of duties within their training and competence including work which is incidental or peripheral to their main tasks or functions (subject to training, competency and health and safety requirements); provided that Employees will not be called upon to perform excessively or predominantly duties or functions below the levels of their main job roles.

3.2.6. Supplementary Resources

ElectraNet uses supplementary staffing resources including resource contractors, labour hire personnel and consultants when there is a need to supplement the workforce during periods of high workload, projects, leave, training and urgent/emergency situations when a particular skill or additional labour is required but not available within ElectraNet.

In accordance with Section 10 (Consultation and Dispute Resolution) of this Agreement, ElectraNet undertakes to consult with Employees and any other person or organisation whom the Employees choose to represent them should ElectraNet identify a need for significant change in the use of supplementary staffing resources.

3.3. Working Flexibly

ElectraNet is committed to fostering a flexible and supportive work environment that enables Employees to achieve a sustainable work-life balance. Where operationally feasible, ElectraNet provides opportunities for Employees to tailor their working arrangements to meet individual and business needs.

This clause distinguishes between two distinct mechanisms for workplace flexibility:

1. **Flexible Working Arrangements** – Adjustments to an Employee's working conditions under ElectraNet's Flexible Working Arrangements Guideline to support work-life balance.
2. **Individual Flexibility Arrangements** – Formal variations to specific terms of this Enterprise Agreement.

3.3.1. Flexible Working Arrangements

Flexible Working Arrangements allow employees to request modifications to their standard working conditions to better accommodate personal circumstances and improve work-life balance. These arrangements do not alter or limit the terms of this Enterprise Agreement or any rights and obligations under the Act.

Requests must be made in consultation with an Employee's Manager. Examples include, but are not limited to:

- Part-time work
- Job sharing
- Working from home
- Telecommuting or mobile working
- Flexible work hours (start/finish times, break durations)
- Compressed working weeks
- Make-up time for parental or caregiving responsibilities

ElectraNet currently supports hybrid working and has adopted a standard operational practice that generally enables Employees to work from home for up to 40% of their time (commonly referred to as a 40:60 split).

While the 40:60 model is in place, it does not require formal individual approval, provided it aligns with operational requirements and is agreed through normal team planning processes. The pattern of in-office and work-from-home days may vary and should remain flexible to accommodate business needs, including in-person attendance for training, townhalls, workshops, team activities, or other face-to-face requirements as directed.

Employees may be required to attend the office more than 60% of the time, either temporarily or on an ongoing basis, due to reasons which include role-specific requirements, operational demands, onboarding, performance management, location-specific needs, access to suitable technology or other relevant considerations.

The 40:60 model is a discretionary operational practice only and does not create a contractual entitlement. ElectraNet may vary, suspend, or entirely withdraw the model at its sole discretion subject to the provision of not less than one month of notice. The parties agree that any such variation or withdrawal does not constitute a major workplace change for the purposes of clause 10.1 and will not trigger the consultation obligations contained therein, unless otherwise required by the Act.

At all times, Employees may request Individual Flexible Working Arrangements, and these will continue to be considered on a case-by-case basis, in accordance with clause 3.3.

3.3.1.1. Eligibility

Some of the circumstances and conditions under which Employees may request flexible working arrangements are protected under section 65 of the Fair Work Act. However, it is ElectraNet's approach that all Employees may submit a request for flexible working arrangements for any reason and at any time.

3.3.1.2. Assessment of Requests

ElectraNet will assess each request individually, considering both business and Employee needs. Requests will not be unreasonably refused, and written reasons will be provided if a request is declined.

Where an initial request cannot be accommodated, alternative solutions will be explored collaboratively.

3.3.2. Individual Flexibility Arrangements

An Individual Flexibility Arrangement (IFA) is a formal agreement that modifies specific terms of this Enterprise Agreement (the EA) to better suit the needs of ElectraNet and an Employee.

An IFA can change how certain clauses of the EA apply to ElectraNet and an Employee, specifically:

- Arrangements about where, how and when work is performed;
- Overtime and penalty rates;
- Allowances; or
- Leave loading.

3.3.2.1. Terms of Individual Flexibility Arrangement

ElectraNet must ensure that any IFA meets the following requirements:

- It applies only to matters permitted under section 172 of the Act.
- It does not contain any unlawful terms as defined in section 194 of the Act.
- It ensures the Employee is better off overall than they would be without the arrangement.

Each IFA must:

- Be documented in writing and signed by both parties (or a parent/guardian if the Employee is under 18).
- Include the names of ElectraNet and the Employee.
- Specify the EA terms being varied and how they will change.
- State the commencement date and any agreed end date.
- Explain how the changes will benefit the Employee.

ElectraNet must provide the Employee with a copy of the agreement within fourteen (14) days.

3.3.2.2. Termination of an Individual Flexibility Arrangement

An IFA may be terminated:

- By either party with 28 days' written notice.
- At any time by mutual agreement in writing.

3.3.3. Location of Work

ElectraNet designates a primary work location for each Employee. Subject to operational, safety, and role-specific requirements, Employees may request to work from alternative locations, including their home.

3.3.3.1. Requests and Approval Process

Employees wishing to work from an alternative location must consult with their Manager. Arrangements that are regular, frequent, or extended – and fall outside standard business directives – may require a formal Flexible Working Agreement.

3.3.3.2. Safety and Compliance Considerations

Employees working from alternative locations must ensure that their work environment complies with the standards set out in any applicable ElectraNet workplace health and safety policies or guidelines.

Prior to commencing work, Employees must complete a risk assessment to confirm that the area meets necessary safety standards, including ergonomic setup, equipment safety, and hazard control.

3.3.3.3. Long Service Leave Considerations

Where an employee changes their work location under a flexible working arrangement, long service leave will accrue in accordance with clause 7.3.1(a) (Long Service Leave – Entitlement).

3.4. Hours of Work

3.4.1. Normal Hours

- a) The ordinary hours of work are an average of 37.5 hours per week exclusive of meal breaks worked in the span between 7.00 a.m. – 7.00 p.m. Monday to Friday inclusive.
- b) Within the above span, the start and finish times and the length of the working day are by agreement between Employees and ElectraNet.

3.5. Overtime

3.5.1. General

Requirement and Approval

- a) ElectraNet can require an Employee to work reasonable overtime.
- b) Approved overtime is payable when an Employee works outside standard working hours.

For Employees working under flexitime arrangements, overtime:

- a) May be paid where an Employee has worked more than 7.5 hours on a normal working day (irrespective of their finishing time), and therefore may be eligible for overtime.
- b) Will be paid when directed to work before the earliest starting time and/or after the latest finishing time (for example, before 7.00 a.m. and after 7.00 p.m.).
- c) Must be authorised and approved by an ElectraNet officer with the appropriate delegated authority.

Overtime Eligible Employees

- a) All Employees classified in grades up to and including Grade 6 in Appendix 2 will be eligible to be paid for approved overtime.
- b) This overtime limit does not apply to Shift Workers in positions classified up to and including Grade 7 in Appendix 2.
- c) Employees eligible to be paid overtime will not be requested to work unpaid overtime except where:
 - i. the additional hours are reasonable within the meaning of section 62 of the Act;
 - ii. the additional hours are incidental to the Employee's ordinary duties and the requirements of their position; and
 - iii. such hours are infrequent and of short duration.

Exempt Employees – compensation for excessive overtime

An Employee classified in Grade 7 in Appendix 2 or above may seek compensation for excessive overtime worked. ElectraNet may determine to make a payment at the ordinary rate of pay or provide time off in lieu in these circumstances.

Calculation of Payment - Employees eligible for overtime

- a) Subject to obtaining approval to work overtime in accordance with clause 3.5.1 (Overtime - General) an eligible Employee (in accordance with clause 3.5.1) will be paid overtime for the actual time worked.
- b) Where overtime is not continuous with other work, the minimum hours specified in the relevant provisions apply (refer clause 3.5.3 - Overtime - Not Continuous with Ordinary Hours).
- c) Where the Employee is entitled to be paid overtime, in determining the penalty to be applied for overtime, each day's work stands alone. This does not apply where a continuous period of overtime extends beyond midnight, in which case the overtime will be taken to have been worked on the day on which it began.

In these circumstances, where the penalty rate for the second day is higher, the greater penalty will apply to that portion of the overtime falling on the second day.

Time off in lieu of overtime worked on a Public Holiday

Where a day worker is required to work on a Public Holiday, time off in lieu at a mutually convenient time within 12 months is available if an Employee elects and ElectraNet agrees.

In this event the Employee's entitlement (inclusive of overtime penalties) will be reduced by the value of the ordinary hours taken off.

Minimum Break

- a) Employees are entitled to a minimum of ten (10) consecutive hours off duty between completion of ordinary work on one day and the beginning of ordinary work on the next day.

Provided that an Employee not engaged on continuous work who works on a Sunday or Public Holiday, where the work continues into the next ordinary day and the period of work is not less than the minimum prescribed by clause 3.5.3 will, on being released from duty, be entitled to the appropriate minimum rest periods set out above.

- b) After completing overtime, an Employee is either to be released from duty on normal pay for such time as the Employee has had ten (10) hours off duty or the Employee is to be paid at double the ordinary rate (2x) until a ten (10) hour break can be taken.
- c) Provided that if the time worked on any separate occasion when an Employee is called back to work is less than the specified minimum hours, it is not to be considered when deciding whether the Employee has had ten (10) hours rest.
- d) If in the opinion of the Manager there may be a safety risk to the Employee or any other Employee if the Employee resumed work at the normal starting time, the Manager may release the Employee without loss of pay for a period to be decided by the Manager.

Transport of Employees

When an Employee is required to work outside their normal hours and the work starts or finishes at a time when reasonable means of transport is not available, ElectraNet will provide the Employee with suitable transport to or from their residence.

3.5.2. Overtime – Continuous with Ordinary Hours

When overtime worked is continuous with ordinary hours of work, it is paid at the rates of:

- a) time and a half (1.5x) of the Employee's ordinary rate of pay for the first two (2) hours of overtime worked on any day; and
- b) double time (2x) of the Employee's ordinary rate of pay for time worked after the first two (2) hours (refer to clause 3.5.2.(a)); and
- c) double time and a half (2.5x) of the Employee's ordinary rate of pay for time worked on a Public Holiday.

3.5.3. Overtime – Not Continuous with Ordinary Hours

- a) Overtime not continuous with ordinary hours occurs where an Employee, having left the workplace, is required by ElectraNet to return to work.
- b) An Employee who has been called out to attend to an unforeseen occurrence will not be required to work for the full minimum hours period where the work is completed in a shorter time except in the case of further unforeseen circumstances within the minimum period. A new minimum hours period is applicable once the Employee has left the job.
- c) Where the Employee has been previously instructed to attend work on overtime, the Employee may be required to work the full minimum hours period.
- d) The following table sets out the minimum hours periods and total amounts applicable:

Period	Minimum Hours	Penalty
Monday to Friday	4	1.5x ordinary rate for the first two (2) hours; 2x ordinary rate thereafter
Saturday	4	1.5x ordinary rate the first two (2) hours; 2x ordinary rate thereafter
Sunday	3	2x ordinary rate; and if continuing uninterrupted beyond the Sunday (other than into a holiday) until the work stops
Public Holiday	3	2.5x ordinary rate; and if continuing uninterrupted beyond the holiday until the work stops

3.5.4. Overtime – Part-Time

Part-time Employees are entitled to payment for overtime when:

- a) required to work in excess of their agreed hours that day; and

- b) the work is performed during times or under conditions that would normally attract penalty rates for the full time Employees within their work group.

3.5.5. Standing By

Employees may be requested by an authorising officer to be on “stand by” to work after ordinary hours.

Standing by time at ordinary rates is paid from the time from which the Employee is told to be ready until released or actual work commences. In the event that actual work commences penalty rates apply.

The provisions of this clause do not apply to Employees who are rostered to be On-Call in accordance with clause 3.7 (On-Call).

3.5.6. Travelling Time

Refer to clause 5.2.5 (Travel Outside of Ordinary Hours).

3.6. Meal Break

3.6.1. Meal Break – Ordinary Work

- a) A meal break is an unpaid period of 30 minutes, unless otherwise arranged.
- b) An Employee will not be required to work more than five (5) hours without a meal break.
- c) Any work done at ElectraNet’s instruction resulting in an Employee working in excess of five (5) continuous hours without a meal break will be paid (from the end of the fifth hour) at the rate of time and a half (1.5x) of the Employee’s ordinary rate of pay until a meal break is taken or work ceases.

3.6.2. Other Breaks – Ordinary Work

Employees are entitled to a paid break of at least 10 and up to 20 minutes in the morning.

3.6.3. Meal Break – Overtime

An Employee may elect to take an unpaid break for a meal where the paid break does not coincide with the Employee’s normal meal time.

3.6.4. Other Breaks – Overtime

An Employee is entitled to a paid break after every four (4) continuous hours of overtime where the Employee is to continue work after the break.

Each break:

- is 20 minutes;
- commences four (4) hours after the end of the previous break; and
- is paid at the overtime rate.

3.7. On-Call

Certain business units, teams and operational functions within ElectraNet require Employees to be contactable up to 24 hours a day, 7 days a week, to ensure the continuity of critical business operations.

3.7.1. Definition of On-Call

- a) The On-Call service is designed to address critical business operations including critical problems, faults, incidents or emergencies (Critical Functions). Non-critical matters should be deferred for resolution during standard working hours unless otherwise agreed.
- b) Being On-Call is a formal arrangement whereby an Employee is required to be contactable and available (including physically available to attend ElectraNet offices or sites where necessary) to provide support outside standard working hours, including on weekends, public holidays, and during the annual office closure period.

3.7.2. On-Call Roster and Agreement

- a) Employees required to participate in On-Call arrangements will receive an On-Call Letter of Agreement outlining their responsibilities and expectations.
- b) A dedicated On-Call roster will be maintained, clearly indicating the dates and times Employees are rostered to be On-Call.
- c) Leaders of Critical Functions should endeavour to have at least three Employees participating in the On-Call roster at all times.

3.7.3. On-Call Allowance

- a) Employees rostered to be On-Call will receive a weekly On-Call allowance (the Allowance), calculated as follows:
 - i. The Allowance assumes that 52 weeks of annual coverage is required for each Critical Function.
 - ii. The number of weeks in a calendar year that an Employee is rostered to be On-Call will depend on the number of Employees on the On-Call roster, determined using the following formula:
$$\text{Number of weeks rostered} = 52 \div \text{number of Employees on the roster.}$$
 - iii. The Allowance is calculated on an annual basis by multiplying the weekly rate in Appendix 3 by the number of weeks rostered. For administrative ease, 1/12th of the annual amount will be paid monthly.
 - iv. The number of Employees participating in the On-Call roster may change at the discretion of the leader responsible for managing the Critical Function. Any such changes will directly impact the Allowance, as it will be recalculated based on the revised number of weeks rostered.
 - v. Where possible, On-Call arrangements will be managed to ensure Employees participate in the On-Call roster (i.e. are available to be rostered) for full calendar months. If an Employee participates in the On-Call roster for a partial month, the Allowance will be paid pro-rata, based on the number of calendar days in the month the Employee participated in the On-Call roster.
 - vi. Subject to clause 3.7.4 (Backup On-Call Support) and 3.7.5 (Managing Leave and On-Call Rosters), an Employee providing On-Call backup support will be paid a daily backup rate equivalent to 1/7th of the weekly On-Call Allowance.

- b) The Allowance in Appendix 3 will increase in accordance with clause 5.1.3.2(a) (Salary Increases).

3.7.4. Backup On-Call Support

Subject to approval from the relevant divisional executive, leaders responsible for managing Critical Functions may, at their discretion, nominate an Employee who participates in the On-Call roster but is not rostered for a particular period, to provide On-Call backup support to the rostered Employee.

- a) The backup arrangement may be implemented:
 - i. When it is reasonably foreseeable that an incident requiring a response from the rostered Employee is likely to occur (e.g. forecast severe weather, active bushfire events);
 - ii. When the rostered Employee is already responding to an incident and may not have sufficient capacity to respond to a subsequent incident;
 - iii. To allow for the fatigue management protocols described in clause 3.7.8 (Fatigue Management) to be followed; or
 - iv. To provide coverage for an Employee who is rostered On-Call but unable to fulfil their responsibilities due to an unplanned period of leave (e.g., personal leave).
- b) Voluntary Appointment and Nomination
 - i. Where possible, the leader will request volunteers from eligible Employees to provide backup support for the On-Call rostered Employee.
 - ii. If no volunteers are available, the leader may nominate an Employee to act as backup, providing as much notice as is reasonably practicable.
 - iii. An Employee reserves the right to decline the backup role if nominated.
- c) Initial Contact and Triage of Calls
 - i. The rostered Employee remains the primary contact for all incidents, as the business will not directly contact the backup Employee. In the event of high demand or an ongoing incident requiring additional support, it is the responsibility of the rostered Employee or the leader of the Critical Function to triage overflow calls or delegate tasks to the backup Employee.
- d) Workload Management and Allocation
 - i. Responsibility for responding to incidents during the On-Call period will be shared between the rostered Employee and the backup Employee under the direction of the leader responsible for managing the Critical Function. Leaders must ensure workloads are balanced appropriately to minimise fatigue and maintain safe working conditions.

3.7.5. Managing Leave and On-Call Rosters

From time to time, Employees rostered On-Call will have planned leave or absences that coincide with a period during which they are rostered On-Call. In such cases, the following provisions will apply:

- a) Rescheduling On-Call Duties

- i. Where an Employee's planned leave overlaps with a period they are rostered On-Call, the leader responsible for managing the Critical Function will make reasonable efforts to adjust the roster to arrange for another rostered Employee to cover the period of leave. Such adjustments must ensure that both Employees maintain the same total number of weeks rostered On-Call across the year.
 - ii. Roster adjustments between already rostered Employees, where feasible, remain the preferred option.
- b) Temporary Additions to the On-Call Roster
 - i. If a roster adjustment cannot be arranged, the leader of the Critical Function may temporarily add another Employee to the On-Call roster to cover the period of leave. This Employee will be entitled to the daily Backup On-Call Support payment as outlined in Clause 3.7.3(vi) for each day they are rostered to cover the absence.
- c) Adjustment of On-Call Allowance for Periods of Leave and Absences
 - i. Where an Employee is rostered On-Call but is unable to fulfil their responsibilities due to planned or unplanned leave necessitating Backup On-Call Support, the value of any payment made to the backup Employee will be withheld from the monthly allowance payable to the Employee initially rostered.
 - ii. For clarity, this clause will only apply in circumstances covered under clause 3.7.4(a)(iv).
- d) Administrative Considerations
 - i. Leaders of Critical Functions are responsible for making roster adjustments in a way that minimises administrative burden. Leaders must also promptly notify the People Team when an Employee's On-Call Allowance is to be temporarily withheld or when a Backup Support Payment is required for additional roster coverage.

3.7.6. On-Call Arrangements During the Annual Office Closure

Where ElectraNet schedules an office closure in the manner described in clause 7.1.4(a) (Annual Leave in Advance), an Employee rostered to be On-Call during the office closure period will not be considered to be on annual leave for the duration of their rostered On-Call period. However, there is no requirement for the Employee to perform normal duties on these days.

Notwithstanding this, and in accordance with clause 3.7.1(b), the Employee must remain contactable and available to attend ElectraNet offices or sites, if required, to maintain the operation of Critical Functions.

3.7.7. Payment for Work Performed During On-Call Incidents

- a) Employees rostered to be On-Call will receive additional payment for work performed in response to On-Call incidents occurring outside of business hours, calculated as follows:
 - i. Employees will be paid for each hour or part thereof for any time spent over fifteen (15) minutes responding to or attending to an incident.

- ii. The applicable hourly rate for this payment will be determined as follows:

Employee's Full-Time Equivalent Annual Base Rate ÷ 1,950

b) Definition of Business Hours

- i. For the purposes of this clause, business hours are defined as 9:00 a.m. to 5:00 p.m., Monday to Friday, excluding public holidays and the annual office closure period.
- ii. For part-time Employees or those working compressed weeks, business hours are defined as their agreed working hours on their scheduled workdays.
- iii. Work performed during business hours is considered part of the usual working day and will not attract additional payment under this clause.

c) Recording and Approval of Time Worked

- i. Employees must record all hours worked in response to On-Call incidents outside of business hours via the SAP timesheet system.
- ii. Submitted hours are subject to leader approval to ensure compliance with operational and policy requirements.

d) Payment Schedule

- i. Approved hours will be processed and paid in the next regularly scheduled payroll run following leader approval.

e) General Provisions

- i. This payment is designed to compensate Employees for work performed outside of standard working hours during the On-Call period and operates in addition to the On-Call Allowance outlined in Clause 3.7.3.
- ii. Payments for On-Call work will not attract any additional penalties, loadings, or allowances.

Example

Sasha is rostered for On-Call duty in the faults team for the week from midday Monday until midday of the following Monday as part of the team's On-Call arrangements. There are four Employees on the roster, so Sasha is paid a monthly On-Call Allowance of \$847.48 (i.e. \$782.29 x 13 ÷ 12).

Sasha works a compressed work week, with every alternate Friday as a non-working day.

If an incident requires Sasha to respond for more than fifteen minutes outside of Sasha's agreed working hours, (noting the work hours have been modified to accommodate the compressed work week), or at any time on a weekend, public holiday or Sasha's non-working Friday, Sasha will be paid for time worked.

3.7.8. Fatigue Management

a) ElectraNet is committed to managing fatigue to ensure the safety and well-being of Employees. The following provisions apply:

i. Minimum Rest Periods After On-Call Work

If On-Call work interrupts an Employee's core sleeping hours (i.e., between 10:00 p.m. and 5:00 a.m.), a mandatory rest period of at least 8 hours must be observed between the conclusion of the on-call work and the commencement of the Employee's ordinary duties. Individual variations to the rest period may be

agreed upon between an Employee and their leader, provided that the variations prioritise the safety and fitness for duty of the Employee.

ii. Rest Period and Ordinary Hours

If the minimum rest period overlaps with the Employee's ordinary work hours, the affected portion of the ordinary work hours will not be required to be worked and will not require being made up.

Special leave should be entered into SuccessFactors on any such occasions.

Employees should make a reasonable effort to notify their leader of their delayed start (e.g. email or Teams message).

Example

Jordan is on call in the faults team heading into the weekend. Severe weather is forecast, and the leader of the faults team anticipates a high volume of after-hours calls. The leader seeks volunteers from the on-call roster to be rostered as On-Call Backup Support. Sasha volunteers to provide backup support from midnight on Friday until midnight on Sunday.

Sasha will be paid for two days of On-Call Backup Support in addition to any time worked attending to calls of over fifteen minutes duration.

At 3:00 a.m. on that Sunday, Jordan receives a faults call that takes one hour to resolve. Jordan notifies the leader of the faults team by email that there will be a delay in returning to the office, as the eight-hour rest period following the conclusion of the 3:00 a.m. call extends until midday Monday.

iii. Maximum Working Hours Guidelines

- Employees On-Call should not exceed 12 hours of total work in any 24-hour period (defined as midnight on one day until midnight on the next).
- Rest Period Following Extended Work Hours - If an Employee works more than 12 hours in a 24-hour period, they should observe a rest period of at least 8 hours before resuming work.

If the required rest period overlaps with the Employee's ordinary working hours, the affected portion of the ordinary hours will not need to be worked or made up.

- Notification and Backup Arrangements - If an Employee anticipates exceeding 12 hours of total work in a 24-hour period, they should make a reasonable effort to notify their leader as early as possible, preferably before the 12 hour limit is reached, so that Backup On-Call Support can be arranged.

If an Employee has reached the 12-hour limit and requires the 8-hour rest period, they should notify the leader of the Critical Function as soon as possible to ensure appropriate coverage.

Example

Sasha is rostered On-Call and works 8.5 hours between 8:00 a.m. and 5:00 p.m.

At 7:30 p.m. Sasha receives a call that scheduled server patching has failed, resulting in an outage. Sasha estimates that restoration will likely take three to four hours, pushing total worked hours for the day to 12 hours or more.

Sasha contacts the leader of the Critical Function so that Backup On-Call Support can be arranged for the remainder of the night.

iv. Special Considerations

Leaders must assess Employees' fitness for duty after interruptions of more than 2 hours or during core sleeping hours. Where necessary, reasonable adjustments will be made to ensure safe working conditions.

v. Self-Reporting

Employees are encouraged to advise their leader if they feel fatigued, regardless of the duration or timing of the interruption, so that appropriate adjustments can be made to their work schedule.

SECTION 4. RECRUITMENT AND CLASSIFICATION OF POSITIONS

4.1. Recruitment Process

In filling vacant positions, ElectraNet will generally give preference in the following order, subject to the requirements of the role and the best interests of ElectraNet:

1. Existing ElectraNet Employees who apply through a competitive selection process and, in ElectraNet's view, have the potential to fulfil all business requirements of the position.
2. External applicants who already hold the right to work in Australia (e.g. Australian citizenship, permanent residency, or a visa permitting the relevant work).
3. External applicants who would require ElectraNet support or sponsorship to obtain the right to work in Australia.
4. Direct appointments of existing Employees without a competitive process, where considered appropriate.

When deciding appointments, ElectraNet will assess the relative merits of applicants in line with this general approach but will ultimately make decisions about the process and the applicant in the best interests of ElectraNet.

4.2. Classification Process

4.2.1. New Positions

- a) The classification level for new or restructured positions will be determined by an ElectraNet representative who is appropriately trained in the agreed Job Evaluation (JE) methodology.
- b) A position may be advertised based on the classification level determined by ElectraNet.
- c) A copy of the Job Evaluation will be made available to an Employee-nominated JE facilitator.
- d) If the Employee-nominated Job Evaluation (JE) facilitator disagrees with the JE classification result, the procedure in clauses 4.2.2 (d) to 4.2.2 (j) will apply, with the Employee-nominated JE facilitator acting on behalf of the incumbent to resolve the matter

4.2.2. Classification Review of Existing Roles

- a) The review of a position's classification level may occur in respect of a position with an incumbent Employee, should there be a significant change in job role or an arguable case for review based on changes in the level of responsibilities, or expertise, judgement or accountability required or comparison with similar positions.
- b) ElectraNet and the incumbent Employee will review the appropriateness and accuracy of the job description and where possible reach agreement.
- c) A JE interview will be conducted by a management nominated JE facilitator and an Employee nominated JE facilitator (see Note 1) with the incumbent and the Manager and guided by the Manager endorsed Position Description.

- d) Following the JE interview the management nominated JE facilitator and the Employee nominated JE facilitator will review the preliminary JE grade result with the incumbent and Manager. If agreement is not reached with the incumbent and Manager, the management nominated JE facilitator and an Employee nominated JE facilitator review inputs and clarify any required points with the incumbent and their Manager.
- e) If agreement is reached with the Manager and incumbent then the JE result is processed and signed off by the Executive responsible for Human Resources or their delegate.
- f) If agreement is not reached with the Manager and/or incumbent then the management and Employee nominated JE facilitators review JE inputs and JE grade result with an agreed independent expert (See Note 3). The independent expert makes a recommendation and provides supporting advice to the CE or their delegate.
- g) The JE recommendation is reviewed by the CE or their delegate and signed off.
- h) The Manager and incumbent are then advised of the JE grade result.
- i) This process does not prejudice the rights of the parties to address any disputed matter in accordance with Step 4 of the Disputes Resolution Procedure described in Section 10 (Consultation and Dispute Resolution).

Note 1: A panel of nominated JE facilitators is to be established by agreement between Employees, any person or organisation whom the Employees choose to represent them, and ElectraNet and trained in the JE process with regular involvement to maintain skill level.

Note 2: If a Manager or incumbent disagree on the outcome, they should outline the basis on which they disagree in terms of:

- correctness of questionnaire responses; and/or
- linkages to the Manager endorsed Position Description; and/or
- comparison with similar internal positions; and/or
- the JE system does not adequately reflect some aspect(s) of the Job Description for the position in the questionnaire.

Note 3: The independent expert is a person agreed between Employees, any person or organisation whom the Employees choose to represent them, and ElectraNet and trained in the agreed JE process.

4.3. Advertising New or Vacant Positions

ElectraNet will determine a position's grade using the agreed classification process (clause 4.2 - Classification Process). Furthermore, a market-based review may be undertaken at ElectraNet's option to determine the Total Employment Cost (TEC) remuneration rate for the position(s) subject to the provisions of clause 1.2 (Coverage) of this Agreement.

When the classification and the TEC rate (if applicable) have been determined, ElectraNet will advertise the position(s) internally and if determined necessary, externally.

Advertising may occur in multiple markets concurrently, including internally, within Australia, and overseas, to avoid unnecessary delays in filling the position(s).

In the interests of minimising business disruption and personal impact, if a suitable internal candidate is identified for a vacant position, advertising may not be required. In this case, the hiring manager will consult with the People team to consider suitable alternatives and provide their recommendation for the appointment in writing for approval by the Executive Manager responsible for ElectraNet's People policies. Such appointments will be announced to the business. This process will be the exception, with the preference being to advertise vacant positions. In the event that an employee has concerns about the direct appointment of an internal candidate, the Dispute Resolution Procedure outlined in Clause 10.2 (Dispute Resolution Procedure) will apply.

Successful candidate(s) will be selected on the basis of merit (the employment status will not be a consideration in the selection process). Depending on whether the successful candidate is an internal or external appointee, the following arrangements will apply:

- a) If an ElectraNet Employee is successful in winning a position, the individual will be offered the position at the determined Appendix 2 classification while retaining their existing employment status/conditions. This clause does not preclude an Employee, upon successful appointment, from accepting employment offered by ElectraNet on more favourable terms or status than their existing conditions, such as a change from fixed-term to ongoing employment or part-time to full-time hours, subject to business requirements.
- b) If an external candidate is successful in winning the position, then contract arrangements may be offered.

If a position becomes vacant because of an internal appointment, then the process for filling that position will follow the above approach.

4.4. Qualifications

Qualifications required for any position classified in Appendix 2 to this Agreement will be specified in the job position description for that position. These qualifications may be essential or desirable requirements for the position.

In the event of failure by an Employee to produce to ElectraNet formal evidence of required qualifications, ElectraNet may deem that the Employee does not hold the qualifications required.

4.4.1. Associate Diploma or Equivalent

An Employee will be classified at a minimum of Grade 3 of Appendix 2 where that Employee:

- a) has completed a relevant Associate Diploma or the equivalent level of accredited training issued by a recognised training body or any equivalent academic qualification acceptable to ElectraNet; and
- b) is required to perform design, drafting, planning or technical work requiring the exercise of judgment and skill at this level.

4.4.2. Engineering Degree

An Employee will be classified at a minimum of Grade 3 of Appendix 2 where that Employee:

- a) is required to hold a four (4) year Engineering degree issued by a tertiary education institution acceptable to ElectraNet; and
- b) is required, as the major proportion of the position, to perform work requiring the exercise of judgment and skill as a professional engineer.

4.5. Graduate Appointments

ElectraNet may from time to time offer graduate positions to graduates with degrees requiring at least three (3) years full-time study.

On engagement a graduate Employee will be paid an entry rate not less than Grade 2 of Appendix 2.

The term of appointment offered to a graduate may be for a fixed term having regard to the nature of the graduate employment.

Any graduate appointed during or on completion of the graduate development program into a position within ElectraNet will be classified and paid in accordance with the applicable provisions of this Agreement.

SECTION 5. SALARY AND BENEFITS

5.1. Salary

5.1.1. Rates of Pay

The rates of pay will be as set out in Appendix 2 to this Agreement. These rates of pay reflect all increases pursuant to ElectraNet's Enterprise Agreements.

Percentage increases applying to rates of pay and allowances in this Agreement will be calculated to the nearest cent.

5.1.1.1. Rates of Pay on Appointment or Reclassification

External Appointee

In the case of an external appointee, ElectraNet will determine the classification of the position in accordance with the agreed classification process outlined in clause 4.2 (Classification Process).

Employee appointed to a position at a higher grade or whose position is reclassified to a higher grade

Employees promoted or reclassified to a higher grade will receive at least the minimum salary for the new grade. If this does not result in at least a 6.0% increase, they will instead receive their current salary plus a 6.0% increase. The new rate will apply from the date on which the Employee under direction from ElectraNet effectively assumes the duties of the new position.

Employee applying for and appointed to a position classified at a lower grade

Where a current Employee applies for and is appointed to a position classified at a lower grade, the Employee's rate on appointment will be as agreed with the employee during the recruitment process.

Junior and Work Experience Employees

An Employee aged under 21 years, or an Employee engaged in work experience relevant to their academic training and occupying a position classified at Grade 1 is paid the rates set out in Appendix 2 Table 3 as a minimum.

5.1.2. Principles Governing Remuneration

The classification of roles will be determined using an agreed classification process outlined in clause 4.2.

5.1.3. Salaries

5.1.3.1. Salaries

The minimum salaries for Employees covered by this Agreement are set out in the following Tables in Appendix 2:

- a) Table 2 - Technical, Administrative, Professional/Managerial/Specialist and Operations Employees
- b) Table 3 - Junior and Work Experience Students

5.1.3.2. Salary Increases

To increase transparency and strengthen the link between performance and reward, employees will receive salary increases based on their performance outcome from the annual performance, development, and review (PDR) process, while also benefiting from the protection of minimum rates for each classification.

Minimum Salary Rates

- a) The wage tables in Appendix 2 establish the minimum salary rates for each grade. These minimum salary rates will be increased in accordance with the following table, with the increases applying from the first full pay period on or after the following dates:

1 October 2025	1 October 2026	1 October 2027
3.0%	3.0%	3.0%

Performance Based Increases

- b) ElectraNet recognises that employees may, over time, earn a salary that exceeds the minimum salary rates for their grade, making those minimum rates less relevant to them. While the minimum salary rates will increase in accordance with the table in clause 5.1.3.2(a), all Employees who are eligible under 5.1.3.2(c) will receive the performance-based salary increases in the table below, applied to their salary regardless of whether they are at or above the minimum rates. This ensures that every eligible Employee benefits from performance-based increases while maintaining any position above the minimum rates.

Performance-based salary increases will take effect from the same date as the minimum salary rate increases specified in clause 5.1.3.2(a).

Performance Rating	Under Performing	Developing	Achieving	Exceeding	Outstanding
Fixed Increase	0.0%	3.0%	4.0%	5.0%	6.0%

- c) Employees who commence employment with ElectraNet on or after 1 January of a given year will not be eligible for a performance-based salary increase in that year, as they will not have participated in the annual performance, development, and review process.
- d) For the avoidance of doubt, employees will always be paid at least the minimum rates for their grade, regardless of the performance-based increase.
- e) At its discretion, ElectraNet may make additional performance-based or market-based salary increases to employees as part of the remuneration review process, which become a condition of the employee's employment contract, not a condition of this Enterprise Agreement.

Example Calculation

- An employee who achieves a performance rating of Achieving in the annual performance, development and review process is guaranteed an increase equal to 4.0% of their current TEC salary, regardless of the minimum rate for their classification.
- An employee who achieves a performance rating of Outstanding in the annual performance, development and review process is guaranteed an increase equal to 6.0% of their current TEC salary, regardless of the minimum rate for their classification.
- An employee with a performance rating of Under Performing in the annual performance, development and review process will receive an increase sufficient to bring their current TEC salary up to the new minimum salary for their grade, if their salary is below that minimum.

5.1.3.3. Consumer Price Index Safety Net

Note – Dormancy of Consumer Price Index Safety Net Clause

Notwithstanding anything else in clause 5.1.3.3, all parties to this Agreement acknowledge and agree that:

- The Adjustment Percentage contemplated under clause 5.1.3.3 has been fully accounted for and incorporated into the salary increases that were effective at the commencement of this Agreement.
- Accordingly, no further salary adjustment will arise or become payable under clause 5.1.3.3 on or after 30 September 2028, and this clause will have no effect in relation to any additional payment arising at the conclusion of the Agreement.
- The clause is retained in this Agreement for reference purposes only and to provide a mechanism for future agreements and has no operative effect during this Agreement's term.
- This note constitutes the full and final understanding between the parties with respect to the operation, application and effect of clause 5.1.3.3 for the term of this Agreement.

ElectraNet will adjust employee salaries in the manner referred to in clauses 5.1.3.3(c) and (d) below if the increase in the Consumer Price Index for Adelaide (All Groups) (CPI), calculated in accordance with clause 5.1.3.3(a), exceeds the total sum of salary increases specified in clause 5.1.3.2, i.e. 9.0% (Salary Adjustment).

Calculation

- a. The increase in the CPI will be calculated using ten (10) quarters of data published by the Australian Bureau of Statistics. This data will be extrapolated to cover the full twelve (12) quarters to which this agreement applies, using the following equation:

$$\frac{(\text{CPI Index Number March 2028 Quarter} - \text{CPI Index Number September 2025 Quarter})}{\text{CPI Index Number September 2025 Quarter}} \times \frac{12}{10} = A\%_{CPI}$$

For the avoidance of doubt, the final two quarters of actual CPI growth or decline are excluded from this calculation to ensure any applicable adjustments are determined in advance of this agreement's expiry.

The adjustment percentage applied to salaries in the Salary Adjustment will be the lesser of 2.0% or $A\%_{CPI}$ (Adjustment Percentage).

Implementation of Salary Adjustment, where applicable:

- b. Application Date

The Adjustment Percentage will be applied to employee salaries as of 30 September 2028 to determine the amount of any adjustment (Adjustment Value).

c. Salary Adjustment

The Adjustment Value will be added to each team member's prevailing salary as of 1 October 2028, following the application of any applicable increase from a subsequent agreement, if any.

d. Rate Table

The Adjustment Percentage will also be applied to the Annual Rate (1 October 2027) column in Table 2 of Appendix 2. This is to determine:

- i. The base rates for calculating new minimum salaries in any future agreements; or
- ii. The base rates that will apply from 1 October 2028 if there is no subsequent agreement.

Example Calculation

The Adelaide (All Groups) Consumer Price Index reported by the Australian Bureau of Statistics (ABS) for the September 2025 quarter is 110.1. On around 30 April 2028, the March 2028 quarter index is published as 119.3.

The CPI growth (A%CPI) for the term of the agreement is calculated as $((119.30 - 110.1) / 110.1) * (12/10) = 10.03\%$

The 2025 Enterprise Agreement delivers 9.0% of increases over its term, triggering clause 5.1.3.3(a) of the agreement and giving rise to an Adjustment Percentage of 1.03% (i.e. 10.03% - 9.00%).

Example Implementation

On 30 September 2028, Alex has a TEC of \$150,000. Alex's Adjustment Value is \$1,545 calculated as $(\$150,000 * 1.03\%)$.

On 1 October 2028, Alex receives a 3.0% increase from a subsequent agreement and has a new salary of \$154,500 $(\$150,000 + 3.0\%)$. The Adjustment Value is added to Alex's new salary as of 1 October. As a result, Alex's salary increases to \$156,045 $(\$154,500 + \$1,545)$ from 1 October 2028.

5.1.4. Salary Sacrifice

ElectraNet will provide a mechanism, which gives Employees the opportunity to salary sacrifice for additional voluntary superannuation contributions and/or member superannuation contributions into a fund nominated by the Employee or any stapled fund (or in default of nominating or any stapled fund, to Electric Super) and/or a Novated Lease vehicle and/or for other payments made by Employees via payroll deduction, the salary sacrificing of which is tax effective and is approved by ElectraNet.

The decision to salary sacrifice for additional voluntary superannuation contributions and/or novated vehicle lease and/or other payments is at each Employee's discretion. ElectraNet will work with Employees to ensure the smooth administration of any agreed arrangements. The Employee will be required to pay any associated administrative costs to ElectraNet and/or an external provider for salary sacrificing for a Novated Vehicle lease and/or other regular payments.

Salary sacrifice arrangements entered into will:

- be effective only on the written request of the Employee based on the guidelines established and approved by ElectraNet;

- not reduce the Employee's hourly gross rate of pay for the purposes of agreement entitlements (including accrued entitlements and the application of penalty rates);
- not reduce or alter ElectraNet's superannuation payments which will still be based on gross pre-tax salary; and
- immediately be reviewed in the event of any change to any relevant act(s) or Australian Taxation Office rulings.

An Employee entering into such an arrangement may nominate to receive a salary below the minimum rate of pay for the grade or classification of the position. The extent of salary sacrifice will not exceed the level whereby minimum wage requirements are breached.

5.1.5. Annualised Pay

ElectraNet and the Employees of a particular work area may agree that in the particular work area Employees' pay may be based on the principle of annualising an agreed work arrangement. The following criteria apply:

- a) The annual pay will be equalised over each pay month and will include some of or all of, the elements of their rate of pay including hours worked, allowances and penalties.
- b) Any annualised agreement will be based upon the rates of pay and other provisions in this Agreement. No Employee entering into an annualised pay agreement will be financially disadvantaged against the terms and conditions of this Agreement.
- c) The agreement will be in writing and signed by ElectraNet and the Employee(s).

The annualised pay agreement applicable to Transmission System Operators is contained in Appendix 5.

5.1.6. Payment of salary

ElectraNet will deposit salary payments into an account with an Australian financial institution acceptable to ElectraNet.

Employees are responsible for providing ElectraNet with the details of suitable Australian accounts into which their salary can be deposited.

5.1.6.1. Pay Periods

Each pay period is one calendar month. Salaries will be deposited to Employees' accounts on or around 15th day of the month, representing approximately half a month in advance and half a month in arrears.

5.1.7. Payroll Deductions

On receipt of a signed authorisation from an Employee, ElectraNet will deduct from the Employee's pay specified amounts in relation to any of the following:

- deductions to approved health funds;
- deductions for approved financial institutions;
- deductions of membership subscriptions of Unions; and
- deductions for any other purpose agreed between ElectraNet and its Employees.

Any amount deducted will be immediately transmitted to the respective destination. All deductions will be made in accordance with the requirements of the Act including: the deduction must be authorised in writing be principally for the benefit of the Employee must specify the amount of the deduction any variation of the deduction must be authorised in writing.

5.1.8. Public Holidays

5.1.8.1. Entitlement

- a) Public Holidays are provided for in the National Employment Standards (NES). This clause supplements the NES, to the extent of any inconsistency, the NES will apply.
- b) Where a rostered day off falls on a public holiday as prescribed in the NES, the next working day will be substituted or another day by written agreement.
- c) Employees not on continuous shift are entitled to time off without loss of pay on all Public Holidays as proclaimed in the relevant State or Territory on which day the Employee would normally have worked.
- d) No payment will be made for a holiday occurring during a period of approved leave without pay.
- e) Public Holidays occurring during a period of approved unpaid sick leave are paid.

5.1.8.2. Substitution of Public Holidays

ElectraNet embraces diversity within the workplace and acknowledges that some religious and cultural holidays are not recognised as public holidays within Australia.

Where agreed between the Employer and the Employee, ElectraNet permits public holidays outlined in 5.1.8.1 to be substituted in line with the following criteria:

- a) A maximum of two (2) public holidays may be swapped per calendar year in addition to any public holiday prescribed to recognise Australia Day;
- b) Any substitution must be for the same hours the employee would have been allocated on the substituted public holiday;
- c) A notice period of 90 days (or less if agreed by ElectraNet) must be provided by the employee of intent to substitute a public holiday;
- d) Any hours worked on the substituted day will be paid at ordinary time;
- e) Christmas Day, Proclamation / Boxing Day, and New Year's Day are exempt due to these days falling within ElectraNet's annual office closure period.

5.1.8.3. Non-working Days and Public Holidays

Where an Employee is approved to work part-time hours or a compressed working week, any days on which they are not scheduled to work are considered non-working days (as opposed to rostered days off or flexitime).

Employees are not entitled to payment for non-working days are not entitled to a public holiday (or a substitute public holiday), if a public holiday falls on a non-working day. Requests to temporarily change or adjust non-working days to coincide with public holidays will not be approved.

Non-working days do not accrue or accumulate.

5.1.9. Superannuation

5.1.9.1. Superannuation Legislation

- a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of ElectraNet and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not nominate a superannuation fund and ElectraNet is unable to identify a stapled superannuation fund which is linked to the employee, ElectraNet will make superannuation contributions to its default fund, Electric Super (or otherwise, any superannuation fund nominated in the award covering the Employee).
- b) The rights and obligations in these clauses supplement those in superannuation legislation.

5.1.9.2. Employer Contributions

ElectraNet must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid ElectraNet being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

5.1.9.3. Voluntary Employee Contributions

Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise ElectraNet to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as ElectraNet makes the superannuation contributions provided for in clause 5.1.9.2.

An Employee may adjust the amount the Employee has authorised ElectraNet to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to ElectraNet.

ElectraNet must pay the amount authorised under clauses 5.1.9.1 (a) or 5.1.9.1 (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 5.1.9.1 (a) or 5.1.9.1 (b) was made.

5.1.10. Absorption of Allowances

With the implementation of the classification structure in Appendix 2, all allowances with the exception of:

- First Aid;
- Overnight Expense; and
- Motor Vehicle Allowance

were absorbed as part of the implementation of the new remuneration structure as from 2 July 2005 and no longer apply.

Other allowances implemented after 2 July 2005 and specified in Appendix 3 – Allowances, continue to apply.

5.2. Benefits

5.2.1. Employee Development

ElectraNet will develop and maintain training and development programs consistent with the current and future skill needs of the business whilst providing career opportunities for Employees.

ElectraNet will provide Employees with development opportunities to:

- ensure that Employees are appropriately skilled to meet its business objectives;
- assist with organisation development and succession planning where appropriate; and
- assist with Employee career development.

All development requirements will be approved by ElectraNet and shall be identified and implemented in line with business needs.

Professional development will incorporate the identification of training needs in conjunction with position incumbents.

The identification of training needs will take into consideration but not be limited to:

- core competencies required for an incumbent's required position;
- competency gaps recognised during selection processes; and
- management and/or technical competency gaps recognised during the performance assessment process.

Employees undergoing training will be paid:

- at their ordinary rate; or
- in a temporary situation, the agreed rate; or
- as per roster where the Employee is a Shift Worker.

5.2.2. Employee Facilities

5.2.2.1. General

ElectraNet will provide as a minimum, the current level of amenities and facilities including:

- a) hot and cold showers where working conditions are such that an Employee needs a shower after work;
- b) suitable locker or clothes hanging facilities for those Employees who may be required to change their clothing in carrying out their duties.

5.2.3. Group Journey Insurance

ElectraNet provides Group Journey Insurance to Employees covered by this Agreement. This insurance is intended to cover Employees while traveling directly between their normal place of residence and their normal place of employment, including minor deviations that do not increase the risk of any injury. Coverage also extends to activities undertaken during lunchtimes and meal breaks.

The terms and conditions of coverage are set by the insurer and may vary from time to time.

5.2.4. Workplace Health and Safety

5.2.4.1. Intent

- a) ElectraNet is committed to provide a safe and healthy working environment in which our employees can work. The emphasis of this commitment is on the identification of hazards, the controlling of risks and the prevention of accidents and injuries.
- b) In order to maintain this commitment, ElectraNet will provide the resources, skills and training necessary to assist managers and employees to provide and maintain a high standard of work health and safety within ElectraNet.
- c) It is the intention of ElectraNet that all operations are carried out in compliance with all statutory requirements, including but not limited to the Work Health and Safety Act 2012 and Work Health and Safety Regulations 2012, established standards and ElectraNet policies and procedures. Work should be planned to avoid the creation of new hazards and ensuring existing hazards are controlled.
- d) ElectraNet and the employees have the responsibility at all times to maintain a safe working environment, to ensure that safe working procedures are in place and observed and to assist in the rehabilitation of injured workers.

5.2.4.2. Health and Safety Representatives (HSR)

- a) ElectraNet will recognise the employee elected HSR's.
- b) ElectraNet will provide each appointed HSR with the facilities and training leave to attend an accredited training program.
- c) For the purpose of an accredited training program, the HSR will notify ElectraNet of their preferred accredited training provider. Agreement will not unreasonably be withheld over the HSR nominated accredited training provider.

5.2.4.3. Personal Protective Equipment

- a) In the event that ElectraNet directs an employee to carry out work, ElectraNet must provide the employee with personal protective equipment.
- b) The total cost of the personal protective equipment will be met by ElectraNet.

5.2.5. Travel Outside of Ordinary Hours

- a) Travelling time is payable to an Employee entitled to overtime when travelling as a passenger at ElectraNet's direction outside standard working hours.

For Employees working under flexitime arrangements, travelling time:

- may be paid where an Employee has worked more than 7.5 hours on a normal working day (irrespective of their finishing time), and therefore may be eligible for overtime.
- will be paid when directed to travel before the Earliest Starting Time and/or after the Latest Finishing Time (for example, before 7.00 a.m. and after 7.00 p.m.).

- b) Travelling time must be authorised and approved by an ElectraNet officer with authority to do so.
- c) Travelling time is paid at ordinary rates unless:
 - the Employee is authorised to work during the trip (including driving a motor vehicle) in which case the overtime provisions in clause 3.5 (Overtime) apply; or
 - the Employee travels between midnight to 6.00 a.m. on any weekday or at any time on a Saturday, Sunday or Public Holiday, in which case payment is at the rate of one and a half times the Employee's ordinary rate.
- d) Subject to obtaining approval in accordance with clause 3.5.1 (Overtime - General) when travelling outside normal working hours the Employee will be paid for time spent travelling, excluding waiting time.
- e) The maximum travelling time which will be paid is 12 hours out of every 24 hours; or eight (8) hours when a sleeping berth is provided for night travel.

5.2.6. Temporary Change of Work Location

- a) An Employee who on any day or from day to day is required to work at a job away from their accustomed workplace, will at the direction of ElectraNet, present themselves for work at the usual starting time.
- b) ElectraNet will pay:
 - additional fares reasonably incurred; and
 - reasonable additional time taken to travel to and from the temporary work location i.e. in excess of the time normally spent in travelling to and from work.

5.2.7. Electrical Worker Registration Fee Reimbursement

ElectraNet will reimburse an Employee the Electrical Worker Registration fee where an Employee is required by ElectraNet to obtain or renew the registration during their employment with ElectraNet. Training and materials will be provided to the updated AS NZS 3000:2007 standard (as amended or replaced).

SECTION 6. WORKING EFFECTIVELY

6.1. Managing Performance and Misconduct

The provisions of this clause uphold the principles of natural justice, ensuring that all processes are conducted fairly, impartially, and transparently. Employees will be given the opportunity to understand and respond to any concerns raised and participate in any related processes before decisions are made.

6.1.1. Unsatisfactory Performance and Misconduct

6.1.1.1. Unsatisfactory Performance

Unsatisfactory performance refers to an Employee's inability to consistently meet the required standards of outcomes or behaviours expected for their position. This may involve ongoing underperformance in achieving set objectives or demonstrating behaviours that do not align with ElectraNet's values and expectations.

Examples of unsatisfactory performance include but are not limited to:

- Missing deadlines, delivering substandard work, or consistently failing to complete tasks
- Requiring excessive guidance, oversight or support from others
- Failing to take ownership of tasks or responsibilities
- Not consistently demonstrating ElectraNet's values and behaviours or consistently demonstrating contrary behaviours
- Persistent absenteeism, tardiness or disengagement
- Repeated or persistent minor infractions of policies, processes or expectations which cumulatively affect operational efficiency, productivity or service delivery standards

6.1.1.2. Misconduct

Misconduct involves deliberate, negligent, or reckless behaviour that breaches company policies, the Code of Conduct, or legal obligations.

Examples of misconduct include but are not limited to:

- Theft, fraud, or falsification of company documents
- Harassment, discrimination, physical or verbal abuse
- Refusal to follow reasonable and lawful instructions
- Serious breaches of workplace safety or compliance
- Being under the influence of drugs or alcohol in the workplace
- Any material breach of provisions outlined in the employment agreement

6.1.2. Addressing Unsatisfactory Performance

6.1.2.1. Initial Feedback and Informal Counselling

The first step in addressing unsatisfactory performance is typically informal counselling. Managers will meet with their Employee to discuss the specific concerns, including

providing clear examples of where outcomes or behaviours have not met expectations. This conversation will aim to clarify expectations, provide guidance on improvements, and explore any support the Employee may need.

While informal, it is essential that the Manager keeps a written record of the discussion. A summary of the conversation, including agreed expectations, areas for improvement, and any support measures, will be provided to the Employee in writing. The focus is on collaboration, accountability, and creating an opportunity for improvement.

Managers may seek the support and guidance of the People Team to ensure that the discussion is conducted effectively.

6.1.2.2. Formal Counselling and Performance Improvement Plan

If the Employee's performance does not improve in a reasonable time following initial feedback, the next step is formal counselling. At this stage, the Manager must seek the involvement of the People Team to ensure consistency, fairness, and appropriate support throughout the process.

This step involves a structured meeting to discuss the ongoing performance issues in detail. During this meeting:

- The Manager outlines the areas requiring improvement and sets clear, measurable objectives.
- A Performance Improvement Plan (PIP) is introduced if sustained improvement is needed, detailing specific targets, timelines, and support mechanisms (e.g. additional training or mentoring).
- A summary of the discussion and PIP is documented and provided to the Employee either within SuccessFactors or externally for acknowledgment.

The Manager will monitor progress against the PIP and provide regular feedback to the Employee. If sustained improvement is demonstrated, the Manager will formally acknowledge the successful resolution of the concerns, and the process concludes.

6.1.2.3. Formal Warning or Further Action

If the required improvements are not achieved, the next step will depend on the circumstances:

- Where a PIP has not been implemented (e.g., for a one-off serious performance issue), a formal written warning may be issued, setting out the performance concerns, required improvements, and consequences of not improving, including termination of employment.
- Where a PIP has been implemented and performance has not improved, a final decision will be made on appropriate next steps. A formal warning may be issued if further improvement is feasible, or if the performance concerns are significant and ongoing, termination of employment or other disciplinary action may be considered.

All documentation, including warnings, PIPs, and responses, must be appropriately recorded and retained.

If ElectraNet intends to proceed with termination of employment, the process outlined in clause 6.1.5 (Formal Meeting and Outcome) will be followed to ensure a fair and transparent decision making process.

6.1.3. Addressing Misconduct

6.1.3.1. Investigation of Alleged Misconduct

When allegations of misconduct arise, the People Team will coordinate a formal investigation to establish the facts and determine the appropriate next steps. The purpose of this process is to clarify what has occurred, ensuring a fair and thorough review before any decisions are made.

Each investigation is inherently, in part unique, shaped by the specific circumstances of the complaint or allegation. As such, it is not possible to prescribe an exact sequence of steps or the step themselves, that will apply in every case. However, investigations will generally include the following key elements:

- **Notifying the Employee:** Providing the individual in writing, details of the allegation to ensure they understand the concerns being raised.
- **Collecting Evidence:** Reviewing relevant documents, logs, emails, records, or physical evidence that may shed light on the allegation.
- **Speaking with Stakeholders:** Interviewing stakeholders or witnesses or others that may have relevant information about the matter.
- **Obtaining a Response:** Giving the Employee an opportunity to respond to the allegations and share their perspective.

To ensure the integrity of the investigation, ElectraNet will temporarily suspend the Employee's access to all company assets, including technology accounts, systems, networks, and physical premises. ElectraNet will also typically require the return of any issued equipment, such as laptops or mobile phones, to a designated ElectraNet location for the duration of the investigation. Where an Employee is unable to perform their duties for a period because of measures taken during the investigation, the period will be treated as paid time, during which leave will accrue as normal.

These measures are procedural safeguards and do not imply an assumption of guilt. Their purpose is to ensure the investigation can be conducted thoroughly and without interference.

ElectraNet reserves the right to appoint an external investigator at its discretion to ensure an impartial and comprehensive investigation.

6.1.4. Alternate Processes

In some cases, the investigation of misconduct may fall under a more specific process outlined in an ElectraNet policy, procedure or guideline. For example, investigations into serious breaches of workplace health and safety obligations may be addressed under the *6-OP02-P037 Incident Reporting & Investigation Procedure* (as varied, amended or replaced from time to time). Where this is the case, the alternate process will likely take precedence, and the Employee will be informed accordingly.

ElectraNet acknowledges that certain incidents may necessitate more than one investigation - for example, to address both the circumstances of an incident and the conduct of the Employee involved. These investigations may be conducted sequentially, concurrently, or may be combined into a single investigation depending on the nature of the concerns and the need for a thorough and coordinated approach.

6.1.5. Formal Meeting and Outcome

Once the performance management process or misconduct investigation is complete, the Employee will attend a formal meeting where the findings and next steps will be discussed.

- In cases of unsatisfactory performance, this meeting typically occurs only if previous steps such as informal counselling, a PIP, or formal warnings have not resolved the issue.
- In cases of misconduct, this meeting is held following the conclusion of an investigation, regardless of the outcome.

Following the meeting, ElectraNet will determine the appropriate course of action, which may include:

- Taking no further action;
- Providing additional guidance, coaching, or support;
- Issuing a formal warning or other disciplinary action; or
- Proceeding to termination of employment.

Regardless of the outcome, the Employee will be notified in writing of the determination and any next steps.

6.1.6. Termination of Employment

If an Employee's performance does not improve despite opportunities for correction, or if misconduct is substantiated through investigation, termination of employment may be considered.

In cases of unsatisfactory performance, termination of employment will generally follow prior steps such as informal counselling, a PIP, or a formal warning. However, the specific steps taken will depend on the circumstances. For example:

- If an Employee does not demonstrate improvement under a PIP, termination may follow without additional warnings.
- In cases of a serious one-off performance issue, a PIP or informal counselling may not be appropriate, and termination may be considered following formal discussions.

For misconduct, termination may occur following a formal investigation and outcome meeting.

If ElectraNet intends to proceed with termination, a show cause letter may be issued to the Employee. The letter will:

- Clearly outline the performance or misconduct concerns, referencing the findings of any investigation where applicable.
- Invite the Employee to respond within a reasonable timeframe, either in writing or verbally, providing any information or circumstances they believe should be considered (i.e., why their employment should not be terminated) before a final decision is made.

The Employee will receive written confirmation of the decision.

In all cases, Managers must consult with the People Team to ensure the process is fair, consistent, and aligned with this Enterprise Agreement and the principles of natural justice.

6.1.6.1. Summary Termination

ElectraNet may terminate the employment of an Employee immediately and without notice, or payment in lieu of notice, if the Employee engages in behaviour that constitutes grounds for summary termination.

Examples include, but are not limited to:

- **Breach of Material Terms:** Breaching any material term of the employment agreement.
- **Serious or Wilful Misconduct:** Engaging in conduct warranting summary dismissal at common law, such as theft, fraud, violence, or deliberate safety breaches.
- **Alcohol or Drug Abuse:** Using or abusing alcohol or drugs (including prescribed medications) in a manner or to an extent that results in the Employee being unable to properly perform their duties, as reasonably determined by ElectraNet based on the Employee's conduct, behaviour or workplace impact.
- **Acts Causing Reputational or Safety Harm:** Committing acts, misconduct, or omissions that cause or have the potential to cause, harm to ElectraNet's reputation or standing, or jeopardize the health and safety of a person.
- **Conflict of Interest or Solicitation:** Soliciting customers, suppliers, or Employees of ElectraNet for personal business interests, engaging in competing activities, or otherwise acting against ElectraNet's business interests at any time during employment or during any notice period.
- **Falsification of Employment Information:** Knowingly providing false, misleading, or incomplete information during the recruitment or onboarding process.

In all cases, termination will only proceed following a formal investigation and a determination meeting where the findings and supporting evidence are reviewed. The Employee will receive written notification of the decision and any relevant details supporting the termination.

Managers must consult with the People Team in all cases of summary termination to ensure the process adheres to the principles of natural justice and complies with ElectraNet's policies and this Enterprise Agreement.

6.1.7. Alternatives to Termination

ElectraNet at its sole discretion, may consider alternatives to termination in cases of unsatisfactory performance where reassignment to a position better aligned with the Employee's skills and capabilities could support improved outcomes.

Any such reassignment will only occur with the agreement of the Employee, and where there is no agreement, ElectraNet will proceed with termination.

Reassignment may occur at the same or a lower classification or grade and can be temporary or permanent. Where reassignment involves a reduction in pay, the Employee will be given notice of the change equivalent to the notice period they would have

received if their employment had been terminated. ElectraNet may, at its discretion, provide a payment in lieu of this notice period.

A reduction in classification or pay does not preclude the Employee from being eligible for remuneration reviews or related processes; however, Salary Maintenance under clause 9.4.2 (Salary Maintenance) will not apply in these circumstances.

These alternatives to termination are generally only considered in performance-related cases. In instances of misconduct, termination of employment is typically the appropriate outcome.

6.2. Right to Disconnect

In accordance with the Act, Employees have the right to disconnect (as described in clause 6.2.1) outside of working hours unless, in consideration of the circumstances, not responding would be unreasonable.

Nothing in this clause limits obligations or entitlements under the Act or any applicable law, regulation, or award.

6.2.1. Employees' Rights

Outside of their working hours, Employees have the right to refuse to monitor, read or respond to contact or attempted contact (Contact) from:

- a) other ElectraNet Employees; or
- b) another person if the Contact is work-related (for example, work-related contact from a customer or supplier).

Contact includes but is not limited to emails, phone calls, SMS or other text messages, Teams messages or other forms of communication.

6.2.2. Unreasonable Refusal

The Act refers to the circumstances to be considered when determining whether an Employee's refusal of Contact is unreasonable. These include, but are not limited to the following considerations:

- a) the reason for the Contact;
- b) how and when Contact is made, and how disruptive it is to the Employee;
- c) any compensation or entitlements the Employee receives to be available to work when Contact is made or to work outside of ordinary hours (e.g., an on-call allowance);
- d) the Employee's position in the business and level of responsibility; and
- e) the Employee's personal circumstances, including family or caring responsibilities.

Example 1 – Right to Disconnect

Sam is a full-time associate project manager who works Monday to Friday. Sam receives no additional compensation or entitlements to be contactable outside of ordinary hours.

At 7:30 p.m. on a Tuesday, Sam receives an email about a project. The email is about a project meeting scheduled a few days later. Sam chooses not to respond to the email immediately and instead waits until the following workday to reply during normal working hours.

In this case, Sam’s right to disconnect is reasonable as the Contact is non-urgent, and there is no requirement under the terms of Sam’s employment to respond outside working hours.

Example 2 – Unreasonable Refusal

Alex is employed in the faults team and is part of the team’s on-call roster. Alex receives a monthly payment to be on call for thirteen (13) weeks of each year.

At 2:00 a.m., Alex receives an urgent phone call about a fire alarm activation event at an ElectraNet site. Despite the call being outside ordinary hours it would be unreasonable for Alex to refuse the contact in this situation, as immediate action is required to mitigate safety risks and operational disruption, and Alex is rostered on-call at the time of the call.

6.3. Performance, Development and Review Process

6.3.1. Overview

Performance and Development Review (PDR) is the process of setting goals to ensure alignment of our priorities, recognising the contributions of our employees when goals are achieved, and ensuring employees are developed to have the skills needed to support success in their current role and readiness for future career opportunities.

PDR is a cyclic process involving:

- Goal setting;
- Self reflections;
- Performance calibration; and
- Mid-year and End-of-year performance conversations.

At the end of the performance period, leaders discuss their recommended ratings in what’s known as a performance calibration process. This process ensures consistent and fair assessment of behaviours and performance across the business.

The end of year process involves having constructive and supportive feedback conversations, and issuing a performance rating which informs salary increases and discretionary bonuses.

The performance year begins on 1 July of each year and ends on 30 June of the following year.

6.3.2. Performance Rating Descriptions

A matrix of the performance ratings and the associated descriptions of performance and behaviours is included in Appendix 6.

These performance rating outcomes and their accompanying descriptions shall remain fixed for the life of this Agreement.

Under Performing team member

Both behaviours and performance outcomes are below expectations. An improvement is required in a reasonable time if the team member is to remain in the position.

Developing team member

Either behaviours or performance outcomes are below expectations. The team member may require additional support, direction or development to be consistently effective in the position.

Achieving team member

Consistently meets expectations for both behaviours demonstrated and performance outcomes. The team member may benefit from additional responsibilities or stretch targets on key deliverables to reach higher levels of performance.

Exceeding team member

Highly effective in all aspects of the position with performance at a higher standard (quality and/or quantity) than most team members relative to the role. Values and behaviours are consistently demonstrated to a high standard.

Outstanding team member

Performance outcomes are outstanding in every aspect of the team member's position; it would be difficult for the team member to perform any better. Team member exemplifies ElectraNet's values and behaviours.

6.3.3. Safeguard for overuse of Lower Performance Ratings

To support transparency in calibration and maintain confidence in the link between performance and salary increases, a safeguard applies to the proportion of employees who may receive the "Under Performing" and "Developing" ratings.

6.3.3.1. Ratings Distribution Safeguard

In any performance year, no more than 5% of all employees included in the Performance and Development Review process may receive an "Under Performing" or "Developing" rating. Accordingly, at least 95% of rated employees must be assessed as "Achieving" or higher.

ElectraNet will publish the annual distribution of performance ratings on the intranet site Maxwell. This will occur on or around the deadline date for the final End-of-year Performance Conversation step.

The publication will show the percentage of employees rated "Achieving" or higher, without disclosing any further organisational breakdown or individual information.

6.3.4. Salary Increase Linkage

Performance ratings determined under this clause shall be used to calculate the performance-based salary increases referred to in clause 5.1.3.2(b) (Salary Increases).

SECTION 7. LEAVE

7.1. Annual Leave

This clause covers all Employee entitlements to annual leave other than those for Shift Workers set out in clause 8.9 (Annual Leave – Shift Workers).

To the extent that the NES provides for a superior entitlement to Employees, the NES will apply.

7.1.1. Annual Leave Entitlement

For each year of service, full-time Employees other than Shift Workers are entitled to four (4) weeks paid annual leave.

In recognition of the diverse reasons for which employees take annual leave and to provide maximum flexibility in managing work and personal commitments, employees will receive one (1) additional week of annual leave per calendar year.

For the avoidance of doubt, this means a total of five (5) weeks of annual leave will accrue per year.

Part-time Employees are entitled to the same amount on a pro-rata basis, based on their ordinary working hours.

Annual leave may be taken for a period agreed between ElectraNet and the Employee.

7.1.2. Annual Leave Accrual

Annual leave entitlements accrue from the Employee's date of commencing employment (or upon transitioning from casual to full-time or part-time employment) with ElectraNet.

Leave accrues at a rate of 1/365th of the annual entitlement per calendar day.

7.1.3. Taking Annual Leave

- a) An Employee who has accrued in excess of eight (8) weeks annual leave may be directed to take leave.
- b) It is expected that as a minimum an Employee will take three (3) weeks annual leave in a twelve (12) month period.
- c) It is the intention that the timing of taking annual leave entitlements will be agreed between ElectraNet and the Employee.
- d) Where ElectraNet requires leave to be taken, not less than four (4) weeks' notice will be given to the Employee.

7.1.4. Annual Leave in Advance

- a) ElectraNet may, at its discretion, schedule an office closure during December and January by providing not less than twenty-eight (28) days' notice. Where this occurs, an Employee with insufficient accrued annual leave may elect to access annual leave in advance for up to the duration of the closure period, as agreed between ElectraNet and the Employee.

- b) Where annual leave has been taken in advance, and the Employee's employment ends before they have accrued sufficient annual leave to offset the negative balance, ElectraNet may deduct from the Employee's final pay an amount equal to the outstanding negative balance of annual leave taken in advance, to the extent permitted by law.

7.1.5. Payment

Annual Leave

- a) Annual leave payments will be calculated based on an Employee's ordinary rate of pay. An Employee receiving an allowance on a continuous basis will continue to receive the allowance on annual leave, subject to:
- i. in the case of Temporary Higher Duties allowance, the Employee resuming higher duties on the completion of leave.
 - ii. in the case of On-Call Allowance, any adjustment to the On-Call Allowance in accordance with clause 3.7.5 (Managing Leave and On-Call Rosters).
- b) If an Employee has worked at least six (6) months (continuous or aggregated) on Temporary Higher Duties in a 12 month qualifying period, one years' annual leave entitlement will be paid at the rate which applied for the longest time worked at Temporary Higher Duties during the qualifying period. Under this condition, to accumulate two annual leave entitlements at Temporary Higher Duties would take a minimum of 18 months.

Annual Leave Loading

For the purposes of payment of a 17.5% annual leave loading, the payment will be calculated on Employee's ordinary rate of pay and includes appropriate allowances (excluding shift penalties and weekend penalty payments). The loading will be paid with leave as it is taken.

7.1.6. Sickness While on Annual Leave

If an Employee is incapacitated for one (1) or more days of annual leave such that, had the Employee been at work, they would have been entitled to paid personal leave, ElectraNet will convert the annual leave days during which the Employee was incapacitated to paid personal leave.

ElectraNet will only consider exercising its discretion in these circumstances where:

- the Employee provides an acceptable medical certificate to prove that the illness or injury would have rendered the Employee unable to attend work; and
- the leave sought is within the limits of Employee's personal leave entitlement.

7.1.7. Cash Out of Annual Leave

Employees may apply to cash out a portion of their annual leave accrual subject to the following:

- a) the Employee has taken a minimum of two (2) weeks' (10 working days) annual leave in the previous 12 months;
- b) the minimum amount that may be paid out in any 12-month period is one week (five (5) days);

- c) the cashing out of the leave must not result in the Employee's annual leave balance after the cashing out being less than four weeks;
- d) a written request is made by the Employee for each period of "cashed out" annual leave; and
- e) salary for this purpose will be the equivalent payment at the rate which would have applied had leave been taken, excluding allowances. The payment includes applicable annual leave loading in accordance with clause 7.1.5 (Payment) of this Agreement.

It is the Employee's responsibility to seek information on any taxation implications arising from the payout of annual leave.

7.1.8. Annual Leave Purchase

In addition to the annual leave entitlement under clause 7.1.1 (Annual Leave Entitlement), Employees may request to purchase either one (1) or two (2) additional weeks of annual leave accrual per calendar year or part thereof. ElectraNet may, at its discretion, approve or decline such requests without cause.

Where ElectraNet approves a request, a separate agreement will be issued outlining the specific terms of the arrangement, including the payroll deductions the Employee must authorise to fund the additional leave accrual.

7.2. Personal/Carer's Leave and Compassionate Leave

7.2.1. Entitlement

To the extent that the NES provides for a superior entitlement to Employees, the NES will apply.

The annual personal/carers leave entitlement set out in this clause is inclusive of the NES entitlement.

- a) Full-time Employees, other than casuals, are entitled to personal/carers leave as follows:
 - On commencement (or upon transitioning from casual to full-time or part-time employment), Employees will receive an initial allocation of five (5) days of personal/carers leave.
 - Thereafter, personal/carers leave accrues at the rate of fifteen (15) days per year, accruing at a daily rate of 1/365th of the annual entitlement per calendar day.
 - This results in 20 days of personal/carers leave in the first year of employment (5+15) and 15 days per year thereafter.
 - This leave may be used where an Employee cannot attend work due to personal illness or injury, to provide care or support to a member of an Employee's family as defined in the NES, or due to family violence as defined below. This entitlement does not apply to illness or injury covered by worker's compensation.
 - Any part of this entitlement not used accumulates from year to year.

- b) In addition to the above entitlements:
- An additional five (5) days of paid family and domestic violence leave is available annually if required.
 - The NES provides an additional two (2) days unpaid carers leave and an additional five (5) days unpaid family and domestic violence leave.
- c) Family violence is defined as violent, threatening or other abusive behaviour by an employee's family member that seeks to coerce or control the employee and causes them harm or fear.
- d) Part-time Employees are entitled to this leave on a pro rata basis according to ordinary hours worked.

7.2.2. Accrual

Personal/carer's leave accrues progressively each calendar year at a rate of 1/365th of the annual entitlement per day of service according to the Employee's ordinary hours of work and accumulates from year to year.

7.2.3. Documentation

A medical certificate signed by a qualified medical practitioner, dentist or other medical specialist may be required for any absence on sick or carer's leave for greater than three (3) working days.

A medical certificate may be required for periods less than three (3) days where ElectraNet has concerns about the validity of the sick leave claim. Such requests will only be made where an individual Employee has a record of regular or prolonged sick leave absences.

Evidence for family violence leave will not be required.

7.2.4. Compassionate Leave

An Employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion):

- a) when a member of the Employee's immediate family or a member of the Employee's household:
- i. contracts or develops a personal illness that poses a serious threat to his or her life; or
 - ii. sustains a personal injury that poses a serious threat to his or her life; or
 - iii. dies.
- b) a baby in an Employee's immediate family or household is stillborn; or
- c) an Employee, or their current spouse or de facto partner, has a miscarriage.

Where the death of the Employee's husband, wife, child, father, mother, brother or sister occurs outside Australia and the Employee is required to travel overseas, an additional two (2) days paid leave will be granted.

7.3. Long Service Leave

For Shift Workers, refer to clause 8.10 (Long Service Leave) for specific long service leave entitlements. In respect of other aspects of long service leave, this clause refers to all Employees.

7.3.1. Entitlement

- a) Long Service Leave entitlements are in accordance with the legislation applicable in the state or territory where the Employee primarily performs their work.
- b) Long Service Leave generally will be taken in multiples of a week.
- c) Public holidays will not be deducted from the long service leave balance. Public holidays will be paid at ordinary time.

7.3.2. Payment

- a) Payment will be at the Employee's ordinary rate of pay.
- b) Payment will be made:
 - at the same time as payment would have been made had the Employee remained at work; or
 - at the Employee's request, in advance; or
 - any other way agreed between ElectraNet and the Employee.

7.3.3. Taking of Long Service Leave - Options

The Employee can take paid leave at an agreed time on the following basis:

- a) at the Employee's ordinary rate of pay; or
- b) with ElectraNet's agreement Employees may take an additional and equal period of leave without pay in conjunction with their long service leave.

7.3.4. Employment While on Long Service Leave

Undertaking additional employment with an alternative Employer during periods of long service leave is prohibited.

7.3.5. Payment on Termination – Long Service Leave

Payment on Termination will be in accordance with the legislation applicable in the state or territory where the Employee primarily performs their work.

7.3.6. Sickness While on Long Service Leave

An Employee on long service leave who is incapacitated on account of illness or accident may convert to sick leave the days of incapacity beyond the first three (3) continuous days subject to the Employee providing a satisfactory medical certificate to prove that the illness or injury would have rendered them unable to attend work.

7.4. Community Service Leave

Community service leave is provided for in the NES.

7.5. Emergency Leave

An Employee can apply for emergency leave with or without loss of pay for a short period to cover an urgent domestic or personal matter. The decision to grant emergency leave is at the discretion of ElectraNet.

7.6. Parental Leave

ElectraNet offers paid and unpaid parental leave to Employees who have completed their probation period (including part-time and fixed-term Employees) to support them in balancing work and family responsibilities after the birth or adoption of a child.

These provisions supplement the parental leave entitlements provided by the National Employment Standards (NES), which will apply as a minimum in the event of any inconsistency.

7.6.1. Eligibility

- a) Full-time and part-time employees on permanent or fixed-term contracts who have completed their probation at the date of the birth or adoption of their child are eligible for unpaid parental leave.
- b) Casual Employees are eligible for unpaid parental leave if they have been employed on a regular and systematic basis for at least twelve (12) months and have a reasonable expectation of continued employment had it not been for the birth or adoption of a child.
- c) Eligible Employees may access parental leave if they have or will assume responsibility for the care of a child due to:
 - i. The birth of a child to the Employee, their spouse or de facto partner; or
 - ii. The placement of a child with the Employee for adoption.

For adoption, the child must be under sixteen years old, not the Employee's or their spouse's biological child, and must not have lived continuously with the Employee for six months or longer.

7.6.2. Overall Entitlement

- a) Eligible full-time, part-time and fixed-term Employees may take up to twelve (12) months of leave, inclusive of any combination of paid and unpaid parental leave and other paid leave (i.e. annual and long service leave).
- b) Eligible casual Employees may take up to twelve (12) months of unpaid parental leave.
- c) An Employee who takes twelve months of parental leave may request an extension of up to a further twelve (12) months of unpaid parental leave (up to a total of twenty-four (24) months).
- d) ElectraNet will maintain Superannuation Guarantee contributions at the full rate for up to fifty-two (52) weeks, regardless of whether parental leave is paid or unpaid.

7.6.3. Paid Parental Leave

- a) An eligible Employee, other than a casual Employee, is entitled to one continuous period of sixteen (16) weeks paid parental leave at full pay.
- b) Employees eligible for sixteen (16) weeks paid parental leave may instead elect to receive thirty-two (32) weeks of paid parental leave at half pay.
- c) By mutual agreement between ElectraNet and the Employee, paid parental leave may be taken in a flexible manner in accordance with clause 7.6.8 (Flexible Parental Leave Arrangements).
- d) Paid parental leave will be based on the Employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date parental leave commences.
- e) Paid parental leave is not extended by public holidays, rostered days off, programmed days off or any other form of leave taken during this period.
- f) For fixed-term Employees, paid parental leave cannot extend beyond the expiry date of their contract. Any portion of the paid parental leave entitlement that cannot be taken before the contract end date will be forfeited.
- g) ElectraNet funded parental leave payments will cease on the first anniversary of the child's birth or adoption, and any unused paid parental leave will be forfeited.
- h) Part-time Employees will have the same entitlements as full-time Employees on a pro-rata basis.

7.6.4. Unpaid Parental Leave

- a) Any period of parental leave not covered by paid parental leave will be taken as unpaid parental leave.
- b) Both paid and unpaid parental leave count as service for the purposes of calculating the Employee's overall tenure; however, leave does not accrue while an Employee is on unpaid parental leave.

7.6.5. Documentation and Notice

- a) Employees must provide at least ten (10) weeks' written notice when applying for either paid or unpaid parental leave.
- b) Supporting evidence for birth must include a certificate from a medical practitioner confirming the pregnancy and the expected date of the child's birth. For adoption, supporting evidence must include a "Notice of Approval for Adoption" or other legally recognised documentation as approved by ElectraNet.

7.6.6. Starting Parental Leave

- a) A pregnant Employee taking parental leave for the birth of their child:
 - i. May commence parental leave at any time up to six (6) weeks before the expected date of birth.
 - ii. May be required to provide medical evidence confirming fitness for work if the Employee intends to work within six (6) weeks before the expected date of birth.

- iii. Will be considered to be on parental leave from the first working day following the birth of the child if the birth occurs prematurely. Planned parental leave and return-to-work arrangements may need to be adjusted to reflect the actual birth date.
- b) Subject to the limitations in 7.6.3(f) and (g), any other Employee taking parental leave may commence leave at any time up to six weeks before the birth or adoption of the child or up to one year thereafter.

7.6.7. Returning to Work

- a) Upon returning from parental leave, an Employee is entitled to the position held immediately prior to starting leave. If the former position is no longer available, the Employee is entitled to a position of similar status and remuneration for which they are qualified and suited.
- b) If the Employee was in a temporary acting position immediately prior to parental leave, their return-to-work entitlement applies to their substantive position.

7.6.8. Flexible Parental Leave Arrangements

- a) By mutual agreement between ElectraNet and the Employee, paid parental leave may be taken in a flexible manner, rather than as one continuous period. This may include:
 - i. Splitting the leave into multiple periods within the first twelve months from the child's birth or adoption.
 - ii. Combining periods of paid parental leave with periods of work (e.g., returning to work part-time while using paid parental leave entitlements).
 - iii. Other arrangements that suit both the Employee and ElectraNet's operational requirements.

Example

Bailey is a full-time employee whose partner is expecting a child. Bailey is entitled to paid parental leave of 16 weeks.

Instead of taking one continuous period of sixteen weeks, Bailey and ElectraNet agree that Bailey will take an initial period of four weeks of paid parental leave, and Bailey will then return to work three days per week for thirty weeks, receiving full-pay.

- b) Employees are entitled under the NES to use up to one-hundred and thirty (130) days of their unpaid parental leave flexibly, as single or multiple days. Employees must provide at least four (4) weeks' notice of the specific dates.

7.6.9. Unsuccessful Pregnancies

- a) Employees who experience a Miscarriage may use any combination of compassionate leave, personal leave, annual leave, long service leave, or unpaid leave.
- b) If an Employee's baby is Stillborn or they experience an Infant Death, they remain eligible for any approved parental leave, including up to twenty-four (24) months of unpaid parental leave (even if they had not previously applied for it), and may also access other forms of accrued leave.

- c) Employees may choose to return to work earlier by providing four (4) weeks' notice to cancel any unused portion of their parental leave. ElectraNet and an Employee may agree to an earlier return date.
- d) ElectraNet acknowledges that this can be an incredibly difficult time. Employees are encouraged to take any additional leave they require. Confidential support is also available through ElectraNet's Employee Assistance Program (EAP).

7.7. Volunteering Leave

Employees may apply to access up to one paid day per calendar year for the purpose of volunteering. The conditions and application process that will apply to Volunteering Leave will be included in the ElectraNet Leave Guideline (as amended or replaced).

Volunteering leave will not accrue, attract leave loading or be paid out on termination of employment.

7.8. Other Leave

The parties acknowledge the availability of certain other forms of leave (paid or unpaid), which are subject to ElectraNet guidelines, and discretions e.g. study leave.

7.9. Trade Union Training Leave

An Employee who

- is a member of a Union or association covered by the Agreement; and
- has been nominated by that Union or association to attend an approved Trade Union education course;

may be granted not more than five (5) days leave per calendar year to attend such training, subject to operational requirements.

SECTION 8. SHIFT WORK FOR TRANSMISSION SYSTEM OPERATORS (TSO)

8.1. General

This section applies solely to Employees employed in the capacity of a Transmission System Operator (TSO) – that is, an Employee whose primary role is the real-time operation, monitoring, coordination, and control of South Australia's Electricity Transmission system and network.

The principles outlined in this clause relate to a 37.5 hour week and shifts of eight (8) or 12 hours duration which are regarded as the standard for shift work. The parties may, by agreement, vary the hours of shift and length of roster cycles (including related changes to the amount of shift allowance) providing the principles of this section are maintained.

8.2. Definitions

<i>continuous shift work</i>	means work carried out on consecutive shifts of Employees throughout the 24 hours of each of at least six (6) consecutive days to an agreed pattern.
<i>non-continuous shift</i>	means shift work other than continuous shift work.
<i>roster cycle</i>	means a sequence of shifts in a roster normally to be worked as ordinary working hours and arranged so as to form a recurring cycle.
<i>Shift Worker</i>	means: <ul style="list-style-type: none">• as defined for the purposes of the NES;• an Employee covered by this Section 8; and/or• an Employee who works a roster and who, over the roster cycle may be rostered to work ordinary time shifts on any of the seven days of the week, and who is regularly rostered to work on Sundays and public holidays.
<i>standard afternoon shift</i>	means finishing after 6.00 p.m. and at or before midnight.
<i>standard day shift</i>	means starting at or after 6.00 a.m. and finishing at or before 6.00 p.m. where the rostered period of work is 12 hours.
<i>standard early shift</i>	means starting at 7.00 a.m. and finishing at 7.00 p.m. where the rostered period of work is 12 hours.
<i>standard night shift</i>	means finishing after midnight and at or before 8.00 a.m.
<i>standard late shift</i>	means starting at 7.00 p.m. and finishing at 7.00 am where the rostered period of work is 12 hours.

standard eight (8) hour shift means a period of eight (8) hours during which a Shift Worker is rostered for duty.

standard twelve (12) hour shift means a period of 12 hours during which a Shift Worker is rostered for duty.

8.3. Shift Allowances

8.3.1. Standard Shift Allowances

Shift Workers will be paid their ordinary rate of pay plus a shift allowance of a percentage of the ordinary rate. The standard shift allowances payable are outlined in the following Table.

Period	Shift Allowance – Percentage Of Ordinary Rate
Weekday - standard day	Ordinary rate only
Weekday - standard afternoon	18.75%
Weekday - standard early	5%
Weekday - standard night /late shift	22.5%
Saturday - all shifts	50%
Sunday - all shifts	100%
Public Holiday - all shifts	150%

8.3.2. Averaging of Shift Allowances

Where the parties enter into shift arrangements other than the standard day, afternoon or night shifts as defined, the parties will apply the standard shift allowances to maintain the equivalent quantum of shift allowances to all Employees according to their roster cycle.

By agreement between the parties, the allowances over a full roster cycle may be averaged for the purposes of payment.

8.4. Pay Equalisation

8.4.1. Elimination of Pay Fluctuations

By agreement ElectraNet may adjust the amount payable (base rate and shift allowance only) to a Shift Worker in any one month to reduce or eliminate fluctuations of monthly pay. Amounts retained or advanced are added to or deducted from the following pay.

8.4.2. Equalisation of Annual Performance Component of Salaries

Salary increases will be determined in accordance with clause 5.1.3.2 (Salary Increases). However, two or more employees at the same grade may agree to average their individual annual percentage salary increases and apply the resulting percentage equally to each participating Employee's salary, subject to the minimum salaries set out in Appendix 2 being maintained.

This agreement must be facilitated and documented by ElectraNet's Human Resources function. Any employee may withdraw from the agreement by providing written notice before June 30 of the year in which the increase would apply.

8.5. Ordinary Hours of Work

Shift Workers rostered hours will average 37.5 hours per week over a roster cycle. Should an agreed roster cycle result in an Employee working in excess of the average 37.5 ordinary hours per week over the cycle, the additional time worked will be paid as overtime.

8.6. Overtime

8.6.1. General

- a) ElectraNet can require an Employee to work reasonable overtime.
- b) Overtime must be approved by an ElectraNet officer authorised to do so.
- c) Payment for overtime is only available to Shift Workers classified in positions up to and including Grade 7 of Appendix 2.
- d) An Employee classified in Grade 8 of Appendix 2 or above may seek compensation for excessive overtime worked. ElectraNet may determine to make a payment at ordinary rate or provide time off in lieu in these circumstances.
- e) Except as provided in this subclause, the provisions of clause 3.5 (Overtime) apply generally to Shift Workers working overtime.
- f) Shift allowances (refer clause 8.3.1) are not payable when overtime is worked.

8.6.2. Overtime Rate

A Shift Worker will be paid overtime at:

- a) 200% of their ordinary rate for overtime worked on any day other than a public holiday; and
- b) 250% of their ordinary rate for overtime worked on a public holiday.

8.7. Rosters

8.7.1. Rosters

Shift rosters will specify the commencing and finishing times of ordinary working hours of the respective shifts and the maximum number of shifts to be worked. Shift rosters must specify where time rostered is overtime.

In the absence of any custom or agreement a roster will ensure that the maximum number of standard shifts to be worked are as follows:

- a) Standard eight (8) hour shift will be no more than eight (8) shifts in any nine (9) consecutive days.
- b) Standard 12 hour shifts will be no more than three (3) consecutive 12 hour shifts without a 24 hour break.

- c) A combination of standard 12 hour shifts and standard eight (8) hour shifts will be no more than seven (7) continuous shifts without a 48 hour break.
- d) Variations to rosters.

Changes to the Method of Working Shifts

Changes to the method of working shifts will not occur unless agreed between the parties concerned. These changes may include but not be limited to:

- length of shift;
- rotation of shift;
- start and finish times;
- basic structure and frequency of roster;
- existing pay and associated arrangements contained within local shift agreements.

Replacement of an Employee on Shift Roster

- a) A non-continuous shift work Employee must be given 48 hours' notice if requested to replace another Employee on the shift roster. If notice given is less than 48 hours, then penalty rates of time and a half for the first three (3) hours and double time thereafter will apply for the first and second shift.
- b) A continuous shift work Employee must be given 24 hours' notice if requested to replace another Employee on the shift roster. If notice given is less than 24 hours, then a penalty rate of double time will apply for any shift commencing within the 24 hours from the time notice is given (excluding any normal rostered shift which falls within the 24 hour period).

8.7.2. Employees Swapping Shifts between Themselves

- a) An Employee may, by mutual agreement with another shift Employee, replace that Employee's rostered shift. In such a case both Employees will be paid as if they had worked according to the roster cycle.
- b) This swap will not be considered as overtime for the purposes of clause 8.6 (Overtime).
- c) Where such a swap is arranged, prior notification must be given to ElectraNet before this swap can take place. ElectraNet may veto any proposed swap but will not do so unreasonably.
- d) Swapping will not occur where an Employee will have less than a 10 hour break from completion of work to commencing work on the next shift unless ElectraNet and the Employee involved agree to a minimum break of not less than eight (8) hours.
- e) In the case of Employees whose shift roster includes the working of 12 hour shifts, those Employees must have a minimum of a 10 hour break.

8.8. Meal and Other Breaks

8.8.1. Non-continuous Shift

- a) An Employee on a non-continuous shift is entitled to an unpaid meal break of not more than 30 minutes each shift.

In the absence of any custom or agreement, an Employee will not be required to work more than five (5) hours continuously without a meal break. Where a non-continuous Shift Worker is instructed by ElectraNet to work in excess of five (5) continuous hours without a meal break, the time worked from the end of the fifth hour until a meal break is taken or work ceases will be paid at time and a half (1.5x) of the Employee's ordinary rate in addition to the appropriate shift allowance pursuant to clause 8.3.1 (Standard Shift Allowances). Provided that where a non-continuous Shift Worker is rostered to work on a Sunday or Public Holiday and is instructed to work beyond five (5) continuous hours without a meal break, the penalty rates applicable (Sunday: 2x ordinary rate; Public Holiday: 2.5x ordinary rate) will continue until the Employee ceases work.

- b) Employees are entitled to a paid break of at least 10 and up to 20 minutes at a time to be agreed. The time and duration of the break will continue according to the practice within each workplace as at 1 September 1998.

8.8.2. Continuous Shift

- a) An Employee on continuous shift is entitled to a paid meal break of not more than 30 minutes each shift.
- b) In the absence of any custom or agreement (e.g. existing 12 hour shift agreements), an Employee will not be required to work more than five (5) hours continuously without a paid meal break.
- c) Where an Employee is required to work two (2) consecutive standard shifts the Employee is entitled to two paid meal breaks during the second shift.

8.9. Annual Leave – Shift Workers

8.9.1. Entitlement

- a) For each twelve (12) months of continuous service, a Shift Worker is entitled to five (5) weeks annual leave.

In recognition of the diverse reasons for which Employees take annual leave and to provide maximum flexibility in managing work and personal commitments, Employees will receive one (1) additional week of annual leave per calendar year.

For the avoidance of doubt, this means a total of six (6) weeks of annual leave will accrue per year.

In practice this means continuous Shift Workers on eight (8) or twelve (12) hour shifts will accrue 230.40 hours of paid annual leave each year.

- b) Employees engaged as a Shift Worker for less than a complete year are entitled to a pro rata amount of annual leave. Pro rata leave will be calculated on the basis of minimum complete periods of 28 days of shift work aggregated in periods of not less than seven (7) days each of shift work.

8.9.2. Annual Leave Accrual

Annual leave accrues in accordance with clause 7.1.2 (Annual Leave Accrual).

8.9.3. Taking Annual Leave

- a) An Employee who has accrued in excess of 10 weeks annual leave may be directed to take leave.
- b) It is expected that as a minimum an Employee will take three (3) weeks annual leave in a 12 month period.
- c) It is the intention that the timing of taking annual leave entitlements will be agreed between ElectraNet and the Employee.
- d) Where ElectraNet requires leave to be taken, not less than four (4) weeks' notice will be given to the Employee.

8.9.4. Annual Leave in Advance

Annual leave will be granted in advance in accordance with clause 7.1.4 (Annual Leave in Advance).

8.9.5. Payment for Annual Leave

- a) A Shift Worker who has been on shift for the full period of an entitlement will be paid an amount equal to the pay received for their normal rostered shifts occurring during the period of leave.
- b) A Shift Worker who has not been on shift for the full period of an entitlement will be paid the higher of
 - a loading of 17.5%; or
 - a proportionate amount of the roster average shift allowance in respect of each complete period of 28 days worked during the entitlement period.

8.9.6. Sickness While on Annual Leave

If an Employee is incapacitated for one or more days of annual leave such that, had the Employee been at work, they would have been entitled to paid sick leave, ElectraNet will convert the annual leave days during which the Employee was incapacitated to paid sick leave.

ElectraNet will only consider exercising its discretion in these circumstances where:

- the Employee provides an acceptable medical certificate to prove that the illness or injury would have rendered the Employee unable to attend work; and
- the leave sought is within the limits of Employee's sick leave entitlement.

8.9.7. Cash Out of Annual Leave

Employees may apply to cash out a portion of their annual leave accrual subject to the following:

- a) the employee has taken a minimum of two (2) weeks' (10 working days) annual leave in the previous 12 months;
- b) the minimum amount that may be paid out in any 12-month period is one week (five (5) days);
- c) the cashing out of the leave must not result in the employee's annual leave balance after the cashing out being less than four weeks;

- d) a written request is made by the employee for each period of “cashed out” annual leave; and
- e) salary for this purpose will be the equivalent payment at the rate which would have applied had leave been taken. The payment includes applicable annual leave loading in accordance with clause 8.9.5 of this Agreement.

It is the employee’s responsibility to seek information on any taxation implications arising from the payout of annual leave.

8.10. Long Service Leave

For general long service leave provisions refer to clause 7.3 (Long Service Leave). Specific conditions relating to Shift Workers are as follows.

8.10.1. Entitlement

Shift Workers are entitled to nine and one tenth (9.1) weeks long service leave accrual after seven (7) years qualifying service as a continuous Shift Worker, and 48.75 hours (1.3 weeks) thereafter for each year of service.

8.10.2. Payment for Long Service Leave

- a) A continuous or non-continuous Shift Worker engaged on shift for more than 26 weeks at any time within five (5) years preceding the first day of taking the leave is paid a loading provided:
 - any period of 26 weeks is computed by aggregating continuous periods on shift of not less than two (2) weeks; and
 - a week is a period of seven (7) consecutive days including any rostered days off provided by the relevant shift roster.
- c) The loading for continuous shift workers will be paid in alignment with the annualised loading outlined in Appendix 5. The loading will be paid on all payments relating to Long Service Leave regardless of whether it is taken or paid in lieu. Where period(s) on shift work cannot be accurately or reliably ascertained, ElectraNet will make an estimate and will determine the loading (if any) payable.
- d) If any variation to the ordinary rate occurs during the period of leave the rate of payment will be adjusted accordingly.

8.11. Minimum Break

- a) Employees are entitled to a 10 hour break between completion of work and the commencement of their next shift.
- b) The Employee is to be released from duty for such time as the Employee has had 10 hours off duty.
- c) Where this cannot occur due to exceptional circumstances, the Employee is to be paid at double the ordinary rate until a 10 hour break can be taken.
- d) Health and safety will be the prime consideration in determining whether the Employee is to attend work without a 10 hour break.
- e) In the case of Employees whose shift roster includes the working of 12 hour shifts, those Employees must have a minimum of a 10 hour break.

8.12. Shift Relief

The minimum monthly salary (including shift allowances but excluding overtime payments) for a continuous shift Employee who may be called upon to do shift duties will be 10% higher than the combined total of that Employee's rate for the hours worked and for any periods of paid sick/carer's leave granted within the same month.

Any penalty rate accrued during the same pay month is to be deducted from the 10% loading.

8.13. Daylight Saving

The start and finish times of shifts that straddle the introduction and cessation of daylight saving are aligned to the time of the clock.

SECTION 9. TERMINATION, SEPARATION AND REDUNDANCY

9.1. Termination of Employment

9.1.1. Notice Requirements

- a) Subject to the requirements of the Act and the Electricity Corporations (Restructuring and Disposal) Act 1999 sections 23 and 24, except in the case of casual Employees, employment may be terminated with a minimum of one months' notice by either party.
- b) In accordance with the NES, if the Employee is over 45 years old and has completed at least two (2) years of continuous service with ElectraNet, an additional week of notice must be provided by ElectraNet.
- c) Where an Employee leaves during their notice period without agreement by ElectraNet, ElectraNet will be entitled to recover from the Employee an amount not exceeding that which the Employee would have been paid had they worked the period of notice required by the National Employment Standards, less any period of notice actually worked by the Employee.
- d) ElectraNet may elect to pay out the notice period.

9.1.2. Payment of Entitlements on Termination

- a) Final payment will be paid on the date of termination unless this is not possible in which case it will be made available within seven (7) working days of the Employee's termination date.
- b) Except where the withholding of payment is permitted by law, including in cases of serious and wilful misconduct or where the Employee has unlawfully terminated their employment contract, ElectraNet will pay all accrued annual leave and long service leave entitlements to Employees.
- c) Where ElectraNet has granted leave in advance, it will deduct from the Employee's final pay that amount paid in advance and still owing.
- d) Any amount retained or advanced to an Employee to reduce or eliminate fluctuations in the monthly pay is a debt to ElectraNet or the Employee as the case may be. That amount will be taken into consideration when the termination pay is calculated.

9.1.3. Job Search Entitlement

Where ElectraNet has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with ElectraNet.

9.1.4. Death While Employed

Where an Employee dies while employed, the Employees' accrued leave entitlements and pay will be paid by ElectraNet into the Employee's bank account nominated for the receipt of wages within 14 days of notification to ElectraNet of the death.

9.2. Abandonment of Employment

Where an Employee is absent from work for a continuous period exceeding three (3) working days without approval or notification to ElectraNet, ElectraNet may advise the Employee in writing that unless the Employee provides within 14 days substantive justification for the absence acceptable to ElectraNet, employment can be terminated.

Termination of employment by abandonment operates from the Employee's last attendance at work or the last day's absence in respect of which consent was granted (whichever is the latter) for the purposes of calculating accrued entitlements and pay.

9.3. Redundancy

9.3.1. Definition

In this clause redundancy shall have the same meaning as that in the NES.

9.3.2. Application

This clause applies to Non-transferred Employees (as defined in Appendix 1 of this Agreement) covered by this Agreement to assist those Employees who may be facing redundancy, by clarifying the benefits and practices that relate to this process.

This clause does not apply to Transferred Employees (defined in Appendix 1 of this Agreement). Refer to Appendix 4 (Electricity Corporations (Restructuring and Disposal) Act 1999) of this Agreement for redundancy arrangements applying to Transferred Employees.

9.3.3. Objective

The primary objective of this Agreement is to provide a clear and consistent set of guidelines surrounding redundancy benefits within ElectraNet, to ensure that all Employees are treated equally during the redundancy process.

9.3.4. Relationship to the NES

To the extent that the NES provides for a superior entitlement to Employees, the NES will apply.

9.3.5. Voluntary redundancy

Where practicable, ElectraNet may offer voluntary redundancies as part of specific change initiatives in order to minimise business disruption and personal impact on employees.

ElectraNet retains the right to reject any request for a voluntary redundancy package.

9.3.6. Notice

The notice period required to terminate the employment of an Employee in relation to redundancy is as set out in clause 9.1.1 (Notice Requirements) of this Agreement.

9.3.7. Redundancy Entitlements

The quantum of redundancy pay that is payable to an Employee are detailed in the table below:

Period of Continuous Service	Total Weeks of Payment
At least one year, but less than two	6 weeks
At least two years, but less than three	8 weeks
At least three years, but less than four	9 weeks
At least four years, but less than five	10 weeks
At least five years, but less than six	12 weeks
At least six years, but less than seven	13 weeks
At least seven years, but less than eight	15 weeks
At least eight years, but less than nine	16 weeks
At least nine years, but less than 10	18 weeks
At least 10 years	20 weeks

ElectraNet retains its right to apply to the Fair Work Commission to seek a variation to the amount of redundancy pay payable to an Employee under the NES.

9.3.8. Outplacement Services

An employee who has been notified in writing that their role is surplus to requirements will be offered external outplacement assistance.

The outplacement assistance will be provided by a specialist provider and include up to three sessions to be used within six months of the date of termination of employment.

9.3.9. Employee Leaving During Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

9.3.10. Job Search Entitlement

- a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of ElectraNet, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

9.4. Redeployment and Salary Maintenance

The Electricity Corporations (Restructuring and Disposal) Act 1999 insofar as it applies to transferred Employees will take precedence over this clause to the extent of any inconsistency.

9.4.1. Redeployment

ElectraNet will seek to provide ongoing employment to any Employee whose position is found to be in excess to requirements and who chooses to remain in employment with ElectraNet.

Redeployment of Employees will be arranged to meet business needs, taking into account the skills and abilities of the Employee as well as the availability of alternative work or duties within the business.

When it is possible to redeploy an Employee, ElectraNet will do so in a consistent manner, recognising its obligations to that person.

Any redeployment option will give due regard to the personal situation of the Employee. Employees have available to them:

- Personal assistance and counselling;
- Salary and wage maintenance (in accordance with clause 9.4.2 Salary Maintenance) and relocation assistance where applicable.

If a full-time Employee is redeployed to a part-time position, their salary will be proportionately adjusted to the part-time equivalent of their usual salary.

The aim of redeployment is to place the Employee in a position (full-time/part-time) that is acceptable to the Employee and ElectraNet.

An Employee may be seconded or temporarily transferred to another job. However, Employees identified for redeployment are not to be used on a casual or permanent relief basis, unless special circumstances apply.

Temporary placements should avoid the need to change work location where possible.

ElectraNet will monitor all temporary placement arrangements to ensure that both the Employee's and business needs are being met.

Nothing in this clause is intended to affect, lessen, or infringe upon any rights or protections that an Employee may hold under the:

- a) Disability Discrimination Act 1992 (Cth) or other anti-discrimination legislation; or
- b) Return to Work Act 2014 (SA) for injuries sustained in the course of employment.

Employee Responsibilities

Employees being redeployed are to:

- fully inform themselves of the various options available;
- actively and positively seek an approved position compatible with their skills and the business need;
- accept temporary placements during the period when they are awaiting placement in a position;

- undertake training that is approved by ElectraNet and considered necessary to enable them to carry out the duties of the position to which they are redeployed; and
- to the greatest extent possible, discharge the responsibilities and obligations of the position to which they have been redeployed as if they had been appointed to that position.

9.4.2. Salary Maintenance

Where an Employee is redeployed to a position with a lower base rate of pay than their former position, ElectraNet shall provide salary maintenance as follows:

Salary Maintenance Period: The Employee's base rate of pay, aligned with the grade of their former position, will be maintained in full for a period of five (5) years from the date of redeployment. During this period, the Employee remains eligible for any salary increases applied under the Enterprise Agreement or ElectraNet's remuneration review processes.

Cessation of Salary Maintenance: Salary maintenance will end prior to the completion of the five-year period if the Employee is redeployed to a position classified at or higher than the grade of their former position.

Post-Maintenance Salary Alignment: At the end of the five-year salary maintenance period, the Employee will be aligned to the grade of their new position. From this point forward, the Employee will not be eligible for further salary increases until the base rate of pay for the new grade, as per the Enterprise Agreement, exceeds their maintained salary.

Phased Reduction of Penalties: If the Employee's redeployment results in a reduction of Shift Penalties, the Employee may choose to phase in this reduction over a three (3) year period. This phased reduction would involve full maintenance for the first twelve months, two-thirds of the penalties for the second twelve months, and one-third of the penalties for the final twelve months. Alternatively, the Employee may elect to receive a lump sum payment equivalent to two (2) years of the penalties in the first payroll run following redeployment.

This clause 9.4.2 does not apply to Employees who have been redeployed to another position, as an alternative to dismissal, due to disciplinary, performance, or qualification-related reasons. In such cases, the Employee will be compensated based on the salary and allowances associated with the new role only, without entitlement to salary maintenance or phased penalty reductions from the former position.

Example:

Jamie is redeployed from a Grade 5 position to a Grade 3 position on 1 January. Upon redeployment, Jamie's salary is maintained at the Grade 5 rate for five years. During this period, Jamie continues to receive salary increases from EA increases and / or remuneration reviews.

After five years, Jamie is aligned to Grade 3. Jamie will then be ineligible for further salary increases until the minimum salary for Grade 3 under the Enterprise Agreement exceeds the salary Jamie is receiving.

However, if within the five-year period, Jamie is promoted to a position classified at Grade 5 or higher, the salary maintenance would end immediately, and Jamie would receive the appropriate salary for the new position.

9.5. Electricity Corporation (Restructuring and Disposal) Act 1999

For the purposes of this Agreement, the interpretation of clauses 23 and 24 of the *Electricity Corporations (Restructuring and Disposal) Act 1999* is in Appendix 4.

SECTION 10. CONSULTATION AND DISPUTE RESOLUTION

10.1. Consultation Regarding Major Workplace Change

1. This term applies if ElectraNet:
 - a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

2. For a major change referred to in paragraph 1.(a):
 - a) ElectraNet must notify the relevant employees and unions party to this Agreement of the decision to introduce the major change; and
 - b) subclauses 3 to 10 apply.
3. The relevant employees may appoint a representative for the purposes of the procedures in this term.
4. If:
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise ElectraNet of the identity of the representative;

ElectraNet must recognise the representative.
5. ElectraNet acknowledges that such consultation will enable employees not only to be informed, but will also provide a genuine opportunity to influence and have input into any proposed change.
6. As soon as practicable after making its decision, ElectraNet must:
 - a) discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures ElectraNet is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.

7. However, ElectraNet is not required to disclose confidential or commercially sensitive information to the relevant employees or unions.
8. ElectraNet must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
9. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of ElectraNet, the requirements set out in paragraph 2.a. and subclauses 3 and 6 are taken not to apply.
10. In this term, a major change is likely to have a significant effect on employees if it results in:
 - a) the termination of the employment of employees; or
 - b) major change to the composition, operation or size of ElectraNet's workforce or to the skills required of employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) the alteration of hours of work; or
 - e) the need to retrain employees; or
 - f) the need to relocate employees to another workplace; or
 - g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

11. For a change referred to in paragraph 1.(b):
 - a) ElectraNet must notify the relevant employees and unions party to this Agreement of the decision to introduce the major change; and
 - b) subclauses 12 to 17 apply.
12. The relevant employees may appoint a representative for the purposes of the procedures in this term.
13. If:
 - a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b) the employee or employees advise ElectraNet of the identity of the representative;ElectraNet must recognise the representative.
14. As soon as practicable after proposing to introduce the change, ElectraNet must:
 - a) discuss with the relevant employees the introduction of the change; and
 - b) for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and

- ii. information about what ElectraNet reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees;
 - c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
15. ElectraNet acknowledges that such consultation will enable employees not only to be informed, but will also provide a genuine opportunity to influence and have input into any proposed change.
 16. However, ElectraNet is not required to disclose confidential or commercially sensitive information to the relevant employees.
 17. ElectraNet must give prompt and genuine consideration to matters raised about the change by the relevant employees.
 18. In this term, relevant employees means the employees who may be affected by a change referred to in subclause 1.

10.2. Dispute Resolution Procedure

The success of the mutual relations between ElectraNet, and the Employees under this Agreement depends on the shared commitment to address issues in a fair and responsible manner.

1. In the event a dispute arises relating to matters under this Agreement, the National Employment Standards, an Employee's contract of employment, or the application of any ElectraNet policy, in the first instance the parties to the dispute will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant leader. For clarity, the Dispute Resolution Procedure in clause 10.2 cannot be used to dispute the object or purpose of any ElectraNet policy.
2. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the Employee or Employees concerned and more senior levels of management or ElectraNet representative as appropriate.
3. If the matter cannot be resolved, a party may refer the dispute to the Fair Work Commission for resolution. In resolving a dispute, FWC may:
 - a) Use any of its powers (including arbitration powers); and
 - b) Without limiting (a) above, where the matter in dispute concerns a decision made by the Employer, FWC may conduct a merits review and stand in the shoes of the Employer and make a fresh decision to resolve the dispute.
4. Employees are entitled to be represented by a representative of their choice, including their union. The Employer shall recognise the representative for all purposes involved with the resolution of the dispute and shall allow them to perform their role as representative.
5. The parties to the dispute and their representatives must act in good faith in relation to the dispute.

6. While the dispute is being resolved, the parties will respect the status quo. However, the Employer may direct an Employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of Employees.
7. The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term, subject to any right of appeal.

Where there is inconsistency between this Agreement and the National Employment Standards (NES), and the NES provides greater benefit, the NES provision will apply to the extent of the inconsistency.

APPENDIX 1. DEFINITIONS

<i>Act</i>	means the <i>Fair Work Act 2009</i> (Cth) as amended from time to time;
<i>ElectraNet</i>	means the Employer, ElectraNet Pty Ltd (trading as ElectraNet), and includes, where the context permits any duly authorised Employee acting on behalf of ElectraNet;
<i>Employee, employee</i> <i>Team member, team member</i>	means any person employed by ElectraNet whose classification is covered by this Agreement and means both the singular and plural where not specified otherwise in the clause;
<i>Employee Couple</i>	means a pair of Employees who are the spouse or de facto partner of each other.
<i>Fair Work Commission</i>	means the national workplace relations tribunal established under the Act;
<i>Infant Death</i>	means the death of a child within the first twenty-four (24) months of life
<i>Manager or manager</i> <i>Leader or leader</i>	means any person who supervises the work of others;
<i>Miscarriage</i>	means the loss of a baby during the first twenty (20) weeks of pregnancy
<i>NES</i>	means the National Employment Standards as contained in sections 59 to 131 of the Act;
<i>Non-transferred Employees</i>	means Employees who are not Transferred Employees;
<i>ordinary rate</i>	means any pay rate specified and payable to an Employee for the ordinary hours of work without applying any overtime rate, shift allowance or other allowance (including Temporary Higher Class Duties) or payment pursuant to this Agreement;
<i>pay point</i>	means any salary rate specified in Appendix 2;
<i>penalty rate</i>	means an additional amount paid for working in excess of agreed ordinary or rostered hours;
<i>Reclassification</i>	means a change to the grade of a position as determined by ElectraNet;
<i>standard working hours</i>	means a daily span of hours normally worked by full time Employees within a work location;
<i>Standby</i>	<i>means the requirement to be available because of the possibility that there might be emergency work to be undertaken outside normal working hours;</i>

<i>Stillborn</i>	means the death of a baby from the twentieth (20th) week of pregnancy, before or during birth
<i>TEC</i>	means Total Employment Cost;
<i>Transferred Employees</i>	means Employees covered by the definition in Appendix 4;
<i>Union</i>	means any Employee organisation party to this Agreement;
<i>week</i>	means seven (7) consecutive calendar days;
<i>weekday</i>	means any day from Monday to Friday inclusive which is not a public holiday;
<i>working day</i>	means: in the case of a day worker, any weekday; or in the case of a Shift Worker, any day on which the Employee is rostered for duty on an ordinary shift which begins on that day;
<i>year of service</i>	means a period of 365 days (366 days in a leap year) between beginning employment and the anniversary in the next and subsequent years

APPENDIX 2. POSITION CLASSIFICATION/PAY STRUCTURE

TABLE 1: Classifications

Employees are classified according to four streams, being the technical stream, administrative stream, professional/managerial/specialist stream and operations stream.

Where ElectraNet employs Junior or Work Experience Employees, those roles will be classified at ElectraNet Grade 1 listed below and paid in accordance with Appendix 2, Table 3.1.

Movement between classification levels will be by appointment or promotion to a vacant position, reclassification, or the acquisition of additional skills or competencies in accordance with the requirements for the position as specified in *Schedule A—Classification Descriptions* of the *Electrical Power Industry Award 2020* and as required by ElectraNet and its business needs.

ElectraNet Grade	Electrical Power Industry Award Grade				
	Pay Level	Technical Grade	Administrative Grade	Professional / Manager / Specialist Grade	Operations Grade
Grade 1	Level 1	Technical Grade 1	Administrative Grade 1		
Grade 2	Level 2	Technical Grade 2	Administrative Grade 2		Operations Grade 2
Grade 3	Level 3	Technical Grade 3	Administrative Grade 3		Operations Grade 3
Grade 4	Level 4	Technical Grade 4	Administrative Grade 4		
Grade 5	Level 5	Technical Grade 5	Administrative Grade 5	Professional / Manager / Specialist Grade 5	Operations Grade 5
Grade 5	Level 6	Technical Grade 6	Administrative Grade 6		Operations Grade 6
Grade 6	Level 7	Technical Grade 7		Professional / Manager / Specialist Grade 7	Operations Grade 7
Grade 7	Level 8			Professional / Manager / Specialist Grade 8	Operations Grade 8
	Level 9				
Grade 8	Level 10			Professional / Manager / Specialist Grade 10	Operations Grade 10
Not covered by the Agreement	Level 11			Professional / Manager / Specialist Grade 11	

TABLE 2: Grade/Classification Pay Structure - Grades 1 – 8

ElectraNet Grade	Annual Rate 1 September 2025	Annual Rate 1 October 2025	Annual Rate 1 October 2026	Annual Rate 1 October 2027
		Inclusive of a 3.0% increase	Inclusive of a 3.0% increase	Inclusive of a 3.0% increase
Grade 1	\$62,456	\$64,330	\$66,260	\$68,248
Grade 2	\$80,038	\$82,440	\$84,914	\$87,462
Grade 3	\$93,873	\$96,690	\$99,591	\$102,579
Grade 4	\$110,522	\$113,838	\$117,254	\$120,772
Grade 5	\$122,044	\$125,706	\$129,478	\$133,363
Grade 6	\$137,613	\$141,742	\$145,995	\$150,375
Grade 7	\$151,617	\$156,166	\$160,851	\$165,677
Grade 8	\$165,729	\$170,701	\$175,823	\$181,098

TABLE 3: Junior and Work Experience Employees Holding a Position Classified in Grade 1 of This Appendix

1 September 2025						
Age	Permanent			Casual		
	% of Grade 1	Weekly Rate \$	Hourly Rate \$	% of Grade 1 including casual loading	Casual Weekly Minimum Rate \$	Casual Hourly Rate \$
At age 18 and under	73.0%	\$876.79	\$23.38	91.25%	\$1,095.99	\$29.23
At age 19	83.0%	\$996.89	\$26.58	103.75%	\$1,246.11	\$33.23
At age 20	93.0%	\$1,117.00	\$29.79	116.25%	\$1,396.25	\$37.23
Specific to Work Experience						
At age 21 onwards	100.0%	\$1,201.08	\$32.03	125.00%	\$1,501.35	\$40.04
Future increases will occur in line with movements in Grade 1 of Appendix 2						

APPENDIX 3. ALLOWANCES

1. General

This Agreement requires payment of the following allowances where applicable:

- First Aid Allowance
- Overnight Expense
- Motor Vehicle Allowance
- Temporary Higher Duties Allowance
- On-Call Allowance including Backup On-Call Support

2. Travel Expenses

ElectraNet will meet reasonable expenses for accommodation, travel, meals and incidentals, when an Employee is required to work on intrastate or interstate company business.

3. Motor Vehicle Allowance

Where ElectraNet approves the use of an Employee's own motor vehicle on ElectraNet business, the allowance set out in this Appendix applies.

4. Overseas Travel

When travelling overseas, all arrangements will be determined by ElectraNet and the Employee prior to travel.

5. Temporary Higher Duties Allowance

A Temporary Higher Duties Allowance (THD) payment may become payable to an Employee in the following circumstances:

- ElectraNet requires that Employee to temporarily fulfil the majority of the responsibilities of a higher classified position (Higher Position).
- The Employee will be required to fulfill the responsibilities of the Higher Position for a period of not less than four (4) weeks excluding any period of defined office closure.
- The process outlined in clause 5.1.4 (Nomination and Approval) of this Appendix is followed.

As a generalisation, THD payments should not extend beyond a period of six (6) months.

THD payments are paid as an allowance, in addition to the prevailing salary of the recipient which remains unchanged.

5.1. Calculation of Payments

5.1.1. Positions within the scope of the Enterprise Agreement

Where an Employee becomes entitled to a THD payment for a Higher Position that is within the scope of the Enterprise Agreement (i.e. grade 1 to grade 8), the THD payment is calculated as the greater of:

1. The difference between the Employee's annual TEC and the minimum TEC for the EA grade of the Higher Position; or
2. The Employee's existing TEC plus 5.0%.

5.1.2. Positions outside of the scope of the Enterprise Agreement

Where an Employee becomes entitled to a THD payment for a Higher Position that is outside of the scope of the Enterprise Agreement, the THD payment is calculated as the greater of:

1. The difference between the Employee's annual TEC and the minimum TEC for grade 8; or
2. The Employee's existing TEC plus 5.0%.

5.1.3. Calculation of Payment Rate

When determining a value under clause 5.1.1 or 5.1.2 of this Appendix, full time equivalent values will be used. The TEC difference determined will be divided by 260 to determine a daily THD rate (inclusive of superannuation).

The daily THD rate will be paid for each working day the Employee is fulfilling the responsibilities of the Higher Position, noting the minimum four (4) week period required under this clause.

Example:

Koda is a full-time employee in a Grade 5 position, temporarily fulfilling the duties of a part-time Grade 6 position. A daily THD rate of \$67.45 (inclusive of superannuation) has been calculated.

Despite the Higher Position being part time, Koda will receive the \$67.45 payment for each ordinary working day worked (i.e. five days per week).

In contrast, Francis is a part-time employee working four days per week in a Grade 5 position, temporarily fulfilling the duties of a Grade 6 position. Since Francis' ordinary working week consists of four days, the daily THD rate will be paid for those four days.

The THD rate initially determined under clause 5.1.1 or 5.1.2 of this Appendix will prevail for the term of the Employee's fulfilment of the Higher Position and will not be recalculated, positively or negatively to consider the outcome of remuneration reviews or other such changes.

5.1.4. Nomination and Approval

No Employee has an automatic entitlement to a THD payment. When a leader identifies that an Employee is required to perform the responsibilities of a Higher Position and that a THD payment is warranted, the leader will make a recommendation to the relevant People Advisor in the first instance, wherever possible, in advance of the requirement.

Once endorsed, the People Advisor will prepare and issue a THD payment letter containing the scope and value of the payment(s).

6. Other Allowances

TABLE 1: Other Allowances and Future Increases to Rates

First Aid Allowance	
Detail	An Employee who has been trained to render first aid and who is the holder of current and appropriate first aid qualifications recognised by ElectraNet (such as a certificate from St John's Ambulance, Red Cross or similar body) will be paid First Aid Allowance if appointed by ElectraNet to perform first aid in the workplace. Amount shown is the value per month.
Date	1 September 2025
Monthly Rate	\$106.85
Increase Criteria	This allowance will increase in accordance with the minimum increase required under clause 5.1.3.2(a) (Salary Increases).

Overnight Allowance	
Detail	<p><u>Intrastate</u></p> <p>An Employee travelling intrastate can claim:</p> <p>a) An allowance of \$125 per night for all of the following within a 24 hour period: breakfast, midday and evening meals, plus incidentals. Approved accommodation can be billed directly to ElectraNet through the invoicing system or paid by credit card. Intrastate Overnight Expense Allowance will be paid through the payroll system. Where payment is not available prior to travel via the payroll system, upon request, ElectraNet will provide payment.</p> <p>b) <u>Accommodation alternative</u></p> <p>Where an Employee elects to stay with family or friends, a payment of \$45 per night will be paid in lieu of ElectraNet providing accommodation. The payment will be paid through the payroll system.</p> <p>Overnight allowances will remain fixed for the life of this agreement.</p>

Motor Vehicle Allowance	
Detail	Payable where ElectraNet and an Employee agree that the Employee is to use their own motor vehicle on ElectraNet business.
Date	1 September 2025
Rate	\$1.05 per kilometre
Increase Criteria	This allowance will increase in accordance with the minimum increase required under clause 5.1.3.2(a) (Salary Increases).

On-Call Allowance and Backup On-Call Support	
Detail	Payable in accordance with clause 3.7.3 (On-Call Allowance).
Date	1 September 2025
Weekly Rate	\$797.63
Increase Criteria	This allowance will increase in accordance with the minimum increase required under clause 5.1.3.2(a) (Salary Increases).

APPENDIX 4. ELECTRICITY CORPORATIONS (RESTRUCTURING AND DISPOSAL) ACT 1999

Transferred Employees

1. Definitions

<i>“Award or agreement”</i>	means an award or agreement made under the <i>Fair Work Act 2009</i> of the Commonwealth as amended from time to time;
<i>“ECRD Act”</i>	means <i>Electricity Corporations (Restructuring and Disposal) Act 1999</i> ;
<i>“Electricity supply industry”</i>	means the industry involved in the generation, transmission, distribution, supply and sale of electricity;
<i>“Public sector employment”</i>	means employment in the Public Service of the State of South Australia or by an instrumentality of the Crown or a statutory corporation;
<i>“Private sector Employer”</i>	means: <ul style="list-style-type: none">a) an Employer to which an Employee is transferred under section 23(2) of the ECRD Act; orb) an Employer who is related to an Employer to which an Employee is transferred under section 23(2) of the ECRD Act;c) an Employer whose shares are transferred to a purchaser under a sale/lease agreement pursuant to section 13(3) of the ECRD Act;d) an Employer who is related to an Employer whose shares are transferred to a purchaser under a sale/lease agreement pursuant to section 13(3) of the ECRD Act;
<i>“Rate of pay”</i>	includes an amount paid to an Employee to maintain the Employee’s rate of pay in a position at the same level as the rate of pay of a position previously occupied by the Employee;
<i>Employers are “related” for the purposes of this clause if:</i>	<ul style="list-style-type: none">a) one takes over or otherwise acquires the business or part of the business of the other; orb) they are related bodies corporate within the meaning of the Corporations Law; orc) a series of relationships can be traced between them under paragraph (a) or (b) of this definition;

<i>“Relevant employment”</i>	<p>means:</p> <ul style="list-style-type: none"> a) employment by the Electricity Trust of South Australia, an electricity corporation or a state owned company; or b) employment by a private sector Employer;
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<i>“Separation package”</i>	<p>means an offer of a payment of an amount not less than the lesser of the following:</p> <ul style="list-style-type: none"> a) $(8 + 3CYS)WP$; b) $104WP$, where: <p>CYS is the number of the transferred Employee’s continuous years of service in relevant employment determined in the manner fixed by the Minister by order in writing under section 24(6) of the ECRD Act; and</p> <p>WP is the transferred Employees weekly rate of pay determined in the manner fixed by the Minister by order in writing under section 24(6) of the ECRD Act;</p>
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<i>“State owned company”</i>	<p>means:</p> <ul style="list-style-type: none"> a) a company incorporated under the Corporations Law all the shares of which are held by Ministers of the Crown, nominated by the Minister by notice in the South Australian Gazette as a State-owned company for the purposes of the ECRD Act; or b) a subsidiary of such a company;
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<i>“Transferred Employee”</i>	<p>means an Employee –</p> <ul style="list-style-type: none"> a) who was transferred by an Employee transfer order under section 23(2)(c) or (d) of the ECRD Act to the employment of the Employer under a sale/lease agreement; or b) who was in the employment of a company that was an electricity corporation or a state owned company (as those terms are defined in the ECRD Act) when shares in the company were transferred under a sale/lease agreement made under section 13(3) of the ECRD Act; and c) who has remained continuously in the employment of the Employer since the making of the relevant sale/lease agreement; and d) whose employment is subject to an award or agreement.
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2. Transferred Employees whose employment is transferred by order of the Minister under section 23(2) of the ECRD Act are entitled to the following terms and conditions of employment upon the transfer of their employment by such an order of the Minister.
 - 2.1 The transfer of a transferred Employee does not:
 - a) Affect a transferred Employees remuneration;
 - b) Interrupt a transferred Employees continuity of service;
 - c) Constitute the redundancy or retrenchment of the transferred Employee;
 - 2.2 The transfer of a transferred Employee must not (except with the transferred Employees consent):
 - a) Involve any reduction in the transferred Employee's status; or
 - b) Involve any change in the Employee's duties that would be unreasonable having regard to the transferred Employee's skills, ability and experience.
 - 2.3 A transferred Employee's status is not reduced by:
 - a) A reduction in the scope of the business operations for which the transferred Employee is responsible; or
 - b) A reduction in the number of Employees under the transferred Employee's supervision or management, if the transferred Employee's functions in their general nature remain the same as, or similar to, the transferred Employee's functions before the transfer.
 - 2.4 The transferred Employee's terms and conditions of employment are subject to variation after the transfer in the same way as before the transfer.
 - 2.5 A transferred Employee's employment will be taken to be continuous after the transfer in respect of the transferred Employee's entitlement to annual leave, sick leave and long service leave.
3. The employment of a transferred Employee may not be terminated as a consequence of the Employee's position being identified, within the Employee's first two years after becoming a transferred Employee, as surplus to the Employer's requirements unless:
 - a) The Employer offers and the transferred Employee accepts a separation package; or
 - b) The Employer and the transferred Employee otherwise agree to a termination of the transferred Employee's position.
4. The employment of a transferred Employee may not be terminated as a consequence of the Employee's position being identified, after the expiry of a period of two (2) years after the Employee becomes a transferred Employee, as surplus to the Employer's requirements unless the Employer offers the transferred Employee a separation package and the Government offers the transferred Employee public sector employment in accordance with section 24(2) and 24 (10) of the ECRD Act and;
 - a) The transferred Employee accepts either of those offers; or

- b) The transferred Employee fails to accept either offer within the periods referred to in clauses 6 and 7.
5. If a transferred Employee's position is identified as surplus to the Employer's requirements the Employer is not required to offer the Employee a separation package if the transferred Employee is relocated to another position with the Employer or a related Employer in the electricity supply industry with:
- a) Functions that are in their general nature the same as, or similar to, the functions of the surplus position; and
 - b) A principal workplace or principal work depot not more than 45 kilometres distant by the shortest practicable route by road from the principal workplace or principal work depot of the surplus position; and
 - c) A rate of pay that is at least equivalent to the rate of pay of the surplus position.
6. A transferred Employee who is made an offer of a separation package must be allowed at least one month to accept the offer.
7. A transferred Employee who is made an offer of a separation package and an offer of public sector employment must be allowed at least one month from the date of the offer of public sector employment to accept either of the offers.
8. If a transferred Employee has been offered both a separation package and public sector employment and has failed to accept either offer within the period allowed, the transferred Employee is taken to have accepted the offer of a separation package.
9. A transferred Employee who accepts (or is taken to have accepted) an offer of a separation package under clause 3 or 4 or 8 or an offer of public sector employment under clause 4 agrees to waive any right to compensation or any payment arising from the cessation or change of employment, other than the right to superannuation payments or other payments to which the transferred Employee would be entitled on resignation assuming that the transferred Employee were not surplus to the Employer's requirements.
10. For the purposes of clause 3 the employment of a transferred Employee is taken not to have been terminated by reason only of the fact that the transferred Employee is relocated to another position in the employment of the same Employer or a related Employer in the electricity supply industry if the rate of pay of that position is at least equivalent to the rate of pay of the Employee's previous position.
11. The parties to this agreement agree that the intention of this clause is to reflect the provisions of sections 23 and 24 of the ECRD Act and no inconsistency between this clause and sections 23 and 24 of the ECRD Act is intended.

APPENDIX 5. ANNUALISED PAY AGREEMENT – TRANSMISSION SYSTEM OPERATORS

1. Purpose

- 1.1 The purpose of this Agreement is to establish annualised pay for the ElectraNet Transmission System Operators in accordance with clause 5.1.5 (Annualised Pay) of the ElectraNet Enterprise Agreement 2025.

2. Terms of Agreement

- 2.1 This Agreement came into effect from 1 February 2006 and shall continue until it is terminated or varied in accordance with clause 2.3 below.
- 2.2 This Agreement shall be read and interpreted in conjunction with the ElectraNet Enterprise Agreement 2025. In the event that there is any inconsistency this Agreement will take precedence to the extent of the inconsistency.
- 2.3 A review of the Agreement may be requested by ElectraNet or the majority of the ElectraNet Transmission System Operators at the expiry of the ElectraNet Enterprise Agreement 2025.

Termination or variation of the Agreement can only occur by agreement between the majority of Transmission System Operators and ElectraNet. Any variations to the Agreement will apply to all Transmission System Operators.

- 2.4 Each Transmission System Operator will be paid their Ordinary Rate of Pay plus the Annualisation Percentage of 29.0% i.e. their Annual Pay will be 129.0% of their Annual Ordinary Rate of Pay with Monthly Pay being one twelfth of this amount. The Annualisation Percentage will replace all 'Standard Shift Allowances', 'Public Holiday Penalties', 'Relief Period Penalties' and 'Pay Make Up Payments' that the Employee would otherwise be entitled to under the following clauses of the ElectraNet Enterprise Agreement 2025.

- Clause 8.3.1. (Standard Shift Allowances)
- Clause 8.12 (Shift Relief)

- 2.5 The Annualisation Percentage has been established based on the average penalties earned by the nine Transmission System Operators above their Ordinary Rate of Pay over the full period of the current ninety week roster in accordance with the above clauses of the ElectraNet Enterprise Agreement 2025. The elements of the Annualisation Percentage are summarised in Attachment 1.

- 2.6 The Annualisation Percentage will remain at 29.0% provided that the Shift Roster and Transmission System Operator staffing level in place at the date of this Agreement continue.

Should the Shift Roster or staffing level be changed then ElectraNet and the Transmission System Operators may agree a new Annualisation Percentage based on the new arrangements. The new percentage will be calculated based on the average payments per Employee that the Transmission System Operators would be entitled to under the new arrangements in accordance with the above clauses.

- 2.7 Under this Agreement Transmission System Operators will continue to be entitled to payment for Overtime in accordance with clause 8.6 (Overtime) of the ElectraNet Enterprise Agreement 2025 and payment of penalties for replacing another Employee on

the shift roster with less than 24 hours' notice (referred to as 'Short Change of Shift') in accordance with clauses 8.7.1 (b) (Rosters - Replacement of an Employee on Shift Roster) of the ElectraNet Enterprise Agreement 2025. Such payments will be made monthly but do not form part of the annualisation calculation.

2.8 No industrial action will be taken regarding this Agreement and ElectraNet and the Transmission System Operators will work co-operatively to resolve any issues which arise.

Any disputes regarding the Agreement will be resolved in accordance with Section 10 of the Agreement.

Annualisation Percentage Attachment 1

The Annualisation Percentage comprises the following elements which are based on the average penalties earned by Transmission System Operators above their base salary according to the Shift Roster in place at the date of this Agreement and a staffing level of nine operators in accordance with the following Clauses of the ElectraNet Enterprise Agreement 2025.

- Clause 8.3.1. (Standard Shift Allowances)
- Clause 8.12 (Shift Relief)

'Average Shift Penalty' 21.56%

'Public Holidays Penalty' 4.36%

'Relief Period (Planned Absences)' 2.77% - including Pay Make Up during Relief

'Pay Make Up (Non Relief Periods)' 0.31%

TOTAL 29.00%

APPENDIX 6. PERFORMANCE DEVELOPMENT REVIEW MATRIX

Performance Development Review


Rating	Under Performing	Developing	Achieving	Exceeding	Outstanding	
Behaviours	Doesn't consistently demonstrate the behaviours expected or regularly demonstrates contrary behaviours	Consistently demonstrates the behaviours that support our values		Consistently demonstrates the behaviours that support our values to a high standard		
Performance Outcomes	Performance outcomes are below the expectations of the position	Performance outcomes meet expectations	Performance outcomes are below expectations	Clearly and fully meets the requirements of the position and is an effective contributor that consistently delivers an expected quality and quantity of performance	Performance outcomes are clearly above average and exceed the majority of the requirements of the position	Performance outcomes are outstanding and clearly surpass all of the requirements of the position
Rating Description	<p>Under performing team member</p> <p>Both behaviours and performance outcomes are below expectations.</p> <p>An improvement is required in a reasonable time if the team member is to remain in the position.</p>	<p>Developing team member</p> <p>Either behaviours or performance outcomes are below expectations.</p> <p>The team member may require additional support, direction or development to be consistently effective in the position.</p>	<p>Achieving team member</p> <p>Consistently meets expectations for both behaviours demonstrated and performance outcomes.</p> <p>The team member may benefit from additional responsibilities or stretch targets on key deliverables to reach higher levels of performance.</p>	<p>Exceeding team member</p> <p>Highly effective in all aspects of the position with performance at a higher standard (quality and/or quantity) than most team members relative to the role.</p> <p>Values and behaviours are consistently demonstrated to a high standard.</p>	<p>Outstanding team member</p> <p>Performance outcomes are outstanding in every aspect of the team member's position; it would be difficult for the team member to perform any better.</p> <p>Team member exemplifies ElectraNet's values and behaviours.</p>	





Updated May 2025

SIGNATORY PAGE

This agreement is signed in accordance with the requirements of the *Fair Work Act 2009*.

Employer	
Signature:	
Name:	Simon Emms
Address:	52-55 East Terrace, Rymill Park, Adelaide, SA 5000
Authority to sign the agreement – Signatory holds the office of:	Chief Executive Officer ElectraNet

Representative of Employees	
Signature:	
Name:	PAREEN MINHAS
Address:	148-152 MILLER ST, WEST MELBOURNE
Authority to sign the agreement – Signatory holds the office of:	Association of Professional Engineers, Scientists and Managers Australia

Representative of Employees	
Signature:	
Name:	Abbie Spencer
Address:	41 King William Road UNLEY
Authority to sign the agreement – Signatory holds the office of:	Australian Services Union (ASU) SA+NT Branch Secretary

Representative of Employees

Signature:	
Name:	
Address:	
Authority to sign the agreement – Signatory holds the office of:	CEPU (SA Branch of the Electrical and Plumbing Union)