

***SNOWY HYDRO LIMITED
(SNOWY MOUNTAINS AREA)
WORKPLACE AGREEMENT
2007***

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PART A – INTRODUCTION

1. INTRODUCTION

Snowy Hydro Limited is now operating very successfully as a corporations law company, independent from Governments, but very much focussed on adding value for its shareholders whoever they may be. We have a high priority to acknowledge the contribution made and to reward our people as and when shareholder value is increased.

We do however, now and in the next few years, confront exceptionally demanding water storage circumstances, an aggressive and growing market place and, as a result of the withdrawn IPO, also limitations on accessing capital. In essence, the short term future will deliver, I expect, a difficult operating and business environment

Never more important to our success and to growing shareholder value is our corporate ability to respond to the needs of the market place and to our customers. Increased flexibility is the key to market success and this has been soundly demonstrated at all levels in the company.

This Workplace Agreement is an important adjunct to our overall remuneration and performance practices and we will always endeavour to reward our peoples' demonstrated achievement and the corporate success in the most effective and flexible manner possible.

A stable workforce and willingness to work flexibly is also important to our success and we will continue to work the best we can within our business parameters to ensure that this characteristic along with mutual trust and understanding is protected.

As we continue to build the business and deliver on initiatives, it is apparent that with our changing culture and our strategy for rewarding performance, Snowy Hydro is clearly a winning team.

This new Workplace Agreement is an opportunity to consolidate the very good outcomes and progress of the last five years.

Terry Charlton
Managing Director and
Chief Executive Officer

2. SNOWY HYDRO'S RESPONSIBILITIES

Management is committed to:

- (1) Establishing and maintaining a safe work environment, ensuring all Employees understand and are equipped to fulfil their safety responsibilities and ensuring that safe working practices are used at all times by all Employees.
- (2) Ensuring that all Employees understand and are equipped to fulfil their environmental responsibilities and that environmentally responsible work practices are used at all times by all Employees.
- (3) Establishing and maintaining a culture of continuous improvement that is focused on productivity and customer service, both internal and external.
- (4) Recognising and rewarding performance, innovation and improvement.
- (5) Promoting and enhancing teamwork and cooperative work relationships.
- (6) Providing objective feedback on an individual and team basis.
- (7) Assisting with the provision of opportunities to maximise potential and performance via training and development.
- (8) Dealing with each Employee in a positive manner and with fairness, equity and respect.
- (9) Providing leadership characterised by consistency and objectivity.

3. EMPLOYEE'S RESPONSIBILITIES

Each Snowy Hydro Employee accepts responsibility to:

- (1) Assist in the establishment and maintenance of a safe working environment, act safely, and ensure safe working practices are used at all times by all Employees. Take responsibility for personal safety and that of other Employees, including use of behavioural safety initiatives such as ALPS. Be alert to and take action to avert any actions that are potentially unsafe.
- (2) Have a clear understanding of individual/team environmental responsibilities and ensure that environmentally responsible work practices are used at all times by all Employees. Be alert to and take action to avert any actions that may have potential to adversely impact the environment.
- (3) Accept that safe working, housekeeping and care for the environment are

conditions of employment.

- (4) Fully utilise Continuous Improvement principles as part of your normal work and actively participate in or assist teams as required.
- (5) Effectively fulfil their work responsibilities to the best of their ability.
- (6) Be accountable and responsible for their decisions and actions.
- (7) Accept positively, feedback and/or training and development opportunities to improve performance.
- (8) Deal with all Snowy Hydro employees and stakeholders in a positive manner and with fairness, equity and respect.
- (9) Work diligently and flexibly to achieve organisational objectives.

PART B – ADMINISTRATION

4. TITLE AND DEFINITIONS

This Agreement shall be known as the *Snowy Hydro Limited (Snowy Mountains Area) Workplace Agreement 2007*.

For the purposes of this Agreement, the following definitions apply:

ALPS means Snowy Hydro's behavioural safety program, called All Learn by Promoting Safety.

CEO means the Chief Executive Officer of Snowy Hydro or their delegate.

Dependent means a dependent *spouse*, married or de-facto, or a dependent *child* who is a full time student at school, college or university, or under 21 years or age, and in either case is "dependent" on the Employee for Australian taxation purposes.

Employee(s) means those persons employed by Snowy Hydro in the Snowy Mountains Area in the Snowy Work Levels set out in **clause 24**, Salary Structure, but does not include any person who has accepted an Individual Employment Agreement.

Household Member means a person who normally resides in the same household as the Employee.

HR Procedures means the procedures written, as amended from time to time, to support the operation of this Agreement.

Individual Employment Agreement means a contract of employment provided to an Employee who would otherwise be covered by this Agreement and which is identified as an Individual Employment Agreement in its terms.

Immediate Family includes a spouse, including a former spouse, a de-facto spouse, a former de facto spouse and same sex partner, and a child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee.

Normal Base where an Employee has been transferred to (other than for short or long term assignments) or has been appointed to a particular location, such location shall become the Employee's normal base upon the Employee taking up duties.

Permanently Resides refers to the residence that is the Employee's permanent place of residence for Australian taxation purposes.

Public Holidays means any day set out in **clause 35**, Public Holidays, of this Agreement.

Senior Manager means a manager who reports to an Executive Officer of Snowy Hydro.

Snowy Hydro means Snowy Hydro Limited (ACN 090574431).

Snowy Mountains Area means those locations within the Snowy Mountains area, including Cooma, Khancoban, Jindabyne, Talbingo and Cabramurra, and excludes all employees of Snowy Hydro outside of these locations.

The Commission means the Australian Industrial Relations Commission.

The Unions means the Association of Professional Engineers, Scientists and Managers Australia, the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, the Communications, Electrical, Electronic, Information, Postal, Plumbing and Allied Services Union of Australia, and The Australian Workers' Union.

The WR Act means the *Workplace Relations Act 1996* (Cth).

5. PARTIES BOUND

The Agreement binds Snowy Hydro and each of the Unions.

6. SCOPE

This Agreement only applies to Snowy Hydro's operations within the Snowy Mountains Area, and to the Employees based in that Area. An Employee is based in the Snowy Mountains Area if their normal base is within that Area, and secondments or work outside that Area do not affect the Employee's normal base. Therefore, this Agreement will continue to apply to an Employee based in the Snowy Mountains Area while they are undertaking a secondment or work outside that Area.

This Agreement does not apply to Employees who have accepted an Individual

Employment Agreement.

7. COMPREHENSIVE WORKPLACE AGREEMENT

- (1) This Agreement will operate as a stand alone Agreement to the exclusion of all other agreements and awards (including the Snowy Scheme Enterprise Agreement 2004 and the Electrical Power Industry - Snowy Mountains Hydro-electric Authority Award 2000) to the maximum extent provided by law. This Agreement is a full and complete statement of the terms and conditions of employment of all Employees covered by this Agreement.
- (2) To avoid doubt, where 'protected award conditions' within the meaning of the **WR Act** are inconsistent with this Agreement, they are excluded or modified. 'Protected award conditions' are any provisions of an award which would otherwise apply to the employment of Employees covered by this Agreement relating to the following matters: rest breaks, incentive-based payments and bonuses, annual leave loadings, State public holidays and days in substitution thereof, monetary allowances, overtime and shift loadings, penalty rates, and other matters prescribed by legislation.

8. DURATION

This Agreement will come into effect from the date of lodgement with the Workplace Authority and remain in force until 30 June 2010.

9. CONSULTATIVE MECHANISM

- (1) During the term of this Agreement the parties agree to meet quarterly to discuss the application of or issues pertaining to this Agreement. This meeting schedule may vary by agreement between the parties.
- (2) Either party may call a consultative meeting outside this schedule to discuss specific issues when necessary.

10. ANTI-DISCRIMINATION

- (1) The parties to this Agreement intend to achieve the principal object in s.3(m) of the WR Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- (2) Accordingly, in fulfilling their obligations under **clause 11**, Dispute Resolution, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

- (3) Nothing in this clause is taken to affect:
- (a) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - (b) An Employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - (c) The exemptions in s659(3) and (4) of the WR Act.

11. DISPUTE RESOLUTION

In the event of a dispute or grievance arising in the workplace the procedure to be followed to resolve the matter will be as follows:

- (1) the Employee(s) will first raise the matter with their immediate supervisor to attempt to resolve the matter;
- (2) if the matter is not resolved, the Employee(s) shall complete a written report outlining the dispute or grievance, and the immediate supervisor of the Employee(s) will refer the matter to the Senior Manager responsible to attempt to resolve the matter;
- (3) if the matter is not resolved, it will be referred to the Manager Human Resources (their successor or delegate) who will meet with the Employee(s) to attempt to resolve the matter;
- (4) if the matter is not resolved, it may be referred to the Commission. The Commission is empowered to conciliate and where necessary arbitrate to resolve matters relating to the terms of this Agreement.
- (5) if the dispute or grievance is referred to the Commission for arbitration, the parties agree that the powers of the Commission shall be limited to the following:
 - (a) taking evidence on oath or affirmation;
 - (b) giving directions orally or in writing for the purposes of procedural matters relating to the arbitration; and
 - (c) making a final decision about the dispute, including dismissing the dispute;
- (6) while the parties are attempting to resolve the matter the parties will continue to work in accordance with this Agreement and their contracts of employment unless the Employee(s) has a reasonable concern about an

imminent risk to their health or safety;

- (7) where a bona fide health or safety issue exists, an Employee(s) shall not work in an unsafe environment but, where appropriate, accept reassignment to alternative work in the meantime;
- (8) no stoppages, limitations or changes to usual work practices may occur while this procedure is being followed (unless an Employee(s) has a reasonable concern about an imminent risk to their health and safety – see (6) and (7) above).
- (9) the Employee(s) may be accompanied or represented by a representative of their choice at any stage of this procedure. However, it is the intention of the parties that any dispute or grievance be resolved at the appropriate level of management; and
- (10) any outcome imposed by the Commission must not be inconsistent with the National Code of Practice for the Construction Industry 1997 and Implementation Guidelines for the National Code of Practice for the Construction Industry or inconsistent with legislative obligations.

12. CHANGE MANAGEMENT

- (1) Snowy Hydro is committed to managing the implementation of change effectively, and recognises the significant benefits to be gained by Snowy Hydro and its Employees through regular discussion and consultation.
- (2) Where a decision to introduce major change that is likely to have significant effects on Employees, Snowy Hydro is committed to notifying Employees (and their representative if requested by affected Employees) who may be affected by the changes as soon as practicable. In keeping with the principles of this Agreement, input from Employees (and their representative if requested by affected Employees) concerning the change initiatives is to be encouraged and will be given prompt consideration.

13. UNION AND ASSOCIATION BUSINESS

- (1) Noticeboards will be maintained by Snowy Hydro for general information regarding employment with Snowy Hydro and the operation of this Agreement, including formal union notices which must be authorised by the delegate placing them. Union delegates in each location are responsible for all formal union notices displayed on the notice board.
- (2) To facilitate the dissemination of information, communication and consultation between the Unions, Snowy Hydro and Employees, Snowy Hydro will provide appropriate facilities and reasonable paid time having regard to the operational and resource requirements associated with the provision of such facilities.

- (3) These provisions will include appropriate access to office equipment, including photocopying and word processing facilities, access to communications systems and appropriate accommodation including storage facilities.
- (4) No delegate will be disadvantaged as a result of union activities conducted in accordance with this clause.

14. NO EXTRA CLAIMS

The parties undertake not to pursue any extra claims for the term of this Agreement.

PART C – EMPLOYMENT CONDITIONS

15. EMPLOYEE DUTIES

It is a condition of employment that Employees:

- (1) strive to work flexibly to suit Snowy Hydro's work needs;
- (2) undertake all work within their skills, competence and development. This includes performing a wider range of duties, including work that is incidental or peripheral to their main task or function; and
- (3) work reasonable overtime in accordance with **clause 27**, Overtime, of this Agreement.

16. EMPLOYMENT CATEGORIES

16.1 General

Employees will be employed in one of the following categories:

- (1) Full-time;
- (2) Part-time;
- (3) Fixed-term;
- (4) Casual; or
- (5) Apprentice or Trainee.

16.2 Full-time employment

Full-time Employees are employed for 75 ordinary hours per fortnight.

16.3 Part-time employment

- (1) A part-time Employee is an Employee who:
 - (a) works between 18 and 70 hours per fortnight;
 - (b) has reasonably predictable hours of work; and
 - (c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees who are paid in the same classification.
- (2) At the time of engagement, the part-time Employee and Snowy Hydro will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Employee will work and the actual starting and finishing times each day.
- (3) Any variation agreed between the Employee and their Senior Manager to the regular pattern of work will be recorded in writing.
- (4) A part-time Employee must be paid overtime rates set out in **clause 27 Overtime**, if the Employee is required to work:
 - (a) more than 8.33 hours per day; or
 - (b) outside the spread of ordinary hours; or
 - (c) in excess of 75 hours per fortnight.

16.4 Fixed term employment

- (1) Fixed term Employees are employed on either a full-time or part-time basis for a specified finite term.
- (2) Fixed term employment is not intended to replace full-time employment.

16.5 Casual employment

- (1) A casual Employee is engaged and terminated on an hourly basis.
- (2) A casual Employee is paid per hour at the hourly rate prescribed for the class of work performed, plus 20%, such loading to be paid in lieu of leave and any other entitlements or benefits (not including superannuation).
- (3) A casual Employee must be paid overtime rates set out in **clause 27 Overtime**, if the Employee is required to work:
 - (a) more than 8.33 hours per day; or
 - (b) outside the spread of ordinary hours; or

- (c) in excess of 75 hours per fortnight.

16.6 Apprentices and Trainees

- (1) An indentured apprentice and office skills trainee shall be engaged under the provisions of the *Apprenticeship and Traineeship Act* (NSW) 2001. This clause is not designed to incorporate the provisions of that Act.
- (2) Adult apprenticeships for Snowy Hydro Employees will be available through Snowy Hydro's Study Assistance Program. In order to ensure adherence to the practical requirements of the appropriate trade, a formalised on-the-job training program will be approved by Snowy Hydro in conjunction with the New South Wales Department of Training and Education Co-ordination.
- (3) The terms and conditions of employment of apprentices and trainees will be pursuant to this Agreement.

16.7 Probationary employment

All new Employees are required to undertake a probationary period of employment of up to six months from the date of commencement with Snowy Hydro.

17. PERFORMANCE APPRAISAL

- (1) Performance appraisal is a key component of performance management. It is the process that involves evaluating the performance and capability of the Employee, communicating that evaluation to and discussing the evaluation with the Employee and establishing a plan for improvement where necessary.
- (2) All Employees are required to participate in Snowy Hydro's performance management and appraisal process.

18. ABSENCE FROM DUTY

Snowy Hydro may, subject to the WR Act and *Workplace Relations Regulations* 2006 (**WR Regulations**), deduct payment for any day or part day when an Employee is absent from work without approval and unreasonably fails within two working days to notify Snowy Hydro of a reasonable cause of the absence. But in any case, subject to the WR Act and WR Regulations, if an individual is absent from work without approval for a continuous period of five working days or shifts for reasons other than any approved form of leave or extenuating circumstances acceptable to Snowy Hydro, the individual shall be deemed to have resigned.

19. TERMINATION OF EMPLOYMENT

19.1 Notice of Termination by Snowy Hydro

Snowy Hydro may terminate the employment of an Employee by giving the Employee the following notice in writing or pay the Employee pay in lieu of such notice.

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE WITH SNOWY HYDRO	PERIOD OF NOTICE
Not more than 1 year	one week
More than 1 year but not more than 3 years	two weeks
More than 3 years but not more than 5 years	three weeks
More than 5 years	4 weeks

This notice period will increase by 1 week for Employees over 45 years of age and with at least 2 years of continuous service with Snowy Hydro.

19.2 Summary Dismissal

Notwithstanding **clause 19.1**, Snowy Hydro has the right to dismiss an Employee without notice for serious neglect of duty or serious misconduct.

19.3 Notice of Termination by the Employee

In order for an Employee to terminate their employment, the Employee must give Snowy Hydro at least two weeks notice in writing. The Employee will not be entitled to payment in lieu of notice where insufficient notice has been given.

19.4 Payment upon Termination

Upon termination of employment, all monies due to the Employee must be paid no later than the next working day after the day of termination, or upon such later date as may be agreed with the Employee provided that, in all cases, the Employee has submitted a completed staff cessation form to Snowy Hydro.

20. REDUNDANCY

20.1 Application of this clause

This clause does not apply to:

- (1) a casual Employee;
- (2) an Employee who is dismissed, either on notice or otherwise, for misconduct, poor performance or incompetence;
- (3) an Employee with less than twelve months continuous service;

- (4) an Employee on probation;
- (5) a fixed term Employee or an Employee employed to perform a specific project;
- (6) a trainee or apprentice; or
- (7) any Employee whose employment is terminated for reasons other than the operational requirements of Snowy Hydro.

Whilst this clause does not apply to a fixed term Employee, should the terms of engagement be unexpectedly shortened by Snowy Hydro, the provision of some appropriate compensation may be considered by Snowy Hydro.

20.2 Advice to Employees

Where a position(s) becomes redundant as a result of the operational requirements of Snowy Hydro, Snowy Hydro will advise the impacted Employee(s) of the situation at the earliest practicable time. Such Employee can involve an employee representative if they so elect.

20.3 Redeployment

- (1) Where Snowy Hydro decides that an Employee's role is redundant (the **affected Employee**), Snowy Hydro may redeploy the affected Employee to another position, including at a lower Snowy Work Level or at another location within the Snowy Mountains Area.
- (2) If an affected Employee is redeployed to another location, Snowy Hydro will pay reasonable relocation expenses in accordance with its Relocation Policy, as varied from time to time.
- (3) If an affected Employee refuses an offer of redeployment, and that offer was to another position at the same or higher Snowy Work Level and in the same location, the Employee will be provided with notice of termination, but will not receive any severance payment as provided in **clause 20.7** below.
- (4) If an affected Employee refuses an offer of redeployment, and that offer was to another position at a lower Snowy Work Level or in a different location, the Employee will receive all of the benefits of this clause.

20.4 Income maintenance for redeployed Employees

- (1) An affected Employee who is redeployed to a position in a lower Snowy Work Level in accordance with this clause will be eligible for income maintenance.
- (2) Income maintenance payments are the amounts payable from time to time to maintain the level of base salary received at the date of the

affected Employee's redeployment.

- (3) The period of income maintenance is determined as follows:
 - (a) in the case of an Employee who has 20 or more years of continuous service or is over 45 years of age - 12 months; or
 - (b) in the case of all other Employees - 6 months.

20.5 Redundancy

Where an affected Employee's role is redundant (that is, Snowy Hydro no longer requires that role to be performed by anyone, or Snowy Hydro determines that fewer people are required to perform the work) and he or she is not redeployed or refuses an offer of redeployment, the affected Employee's employment will be terminated due to the redundancy and the Employee will be entitled to the payments and benefits in this clause. To avoid doubt, Employees will not be entitled to redundancy / severance payments under this clause in the event of a transmission of business where they are offered terms and conditions of employment which are on the whole no less favourable than that which they received prior to the transmission.

20.6 Assistance to Employees affected by Redundancy

Snowy Hydro may at its discretion provide assistance to affected Employees during the notice period referred to in **clause 20.7(1)** below, including up to 2 days' time off without loss of pay to seek alternative employment, outplacement services, or the like.

20.7 Entitlements on Redundancy

(1) Notice Period

An affected Employee must be given four weeks' formal notice of redundancy or be paid four weeks pay in lieu of notice, unless the Employee is over 45 years of age and has more than 2 years of continuous service with Snowy Hydro, in which case the Employee will be entitled to 5 weeks' notice or payment in lieu.

(2) Severance Payments

- (a) An affected Employee whose employment is terminated due to redundancy shall be entitled to:
 - (i) three weeks pay for each year of continuous service; and
 - (ii) a pro rata payment (calculated at the rate in clause **20.7(2)(a)(i)** above) for each complete month of continuous service since the last complete year of

continuous service.

- (b) An affected Employee must be paid no less than four weeks pay and no more than sixty four weeks pay, inclusive of four (or five) weeks pay in lieu of notice.
- (c) For the purpose of calculating any severance payment under **clause 20.7(2)** where an Employee has, during 50% or more of pay periods in the twelve months immediately preceding the date on which he/she receives notice of redundancy in accordance with this clause, worked and been paid an allowance for shift work, the weekly average amount of shift allowance received during the twelve month period shall be included as part of weekly pay.
- (d) For the purposes of this clause, a “weeks pay” means the weekly base rate of pay of the Employee immediately preceding the termination plus shift allowance (if **clause 20.7(2)(c)** applies) and/or electricians licence allowance where applicable.
- (e) Upon redundancy, an affected Employee shall receive payment in lieu of any accrued and unused annual leave (including leave loading) and long service leave as prescribed in the relevant legislation.

21. SUPPORTED WAGE SYSTEM FOR PEOPLE WITH DISABILITIES

21.1 General

This clause defines the conditions which will apply to Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

21.2 Eligibility criteria

- (1) Employees who will be paid at the rates prescribed in **clause 21.3** below are those Employees who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Agreement because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension (that is, the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991 (Cth)*, as amended from time to time, or any successor to that scheme).
- (2) This clause does not apply to any existing Employee who has a claim against Snowy Hydro which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their

current employment.

- (3) This Agreement does not apply to Snowy Hydro in respect of its facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* (Cth) (**DS Act**) and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to any recognition received under Division 2 or 2A of Part II of the DS Act, or if a part only has received recognition, that part.

21.3 Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

ASSESSMENT OF CAPACITY (CLAUSE 21.4)	PERCENTAGE OF PRESCRIBED RATE OF PAY
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall be not less than \$64 per week, subject to any increase in the minimum supported wage rate established by the Australian Fair Pay Commission or its successor).

21.4 Assessment of capacity

- (1) For the purpose of establishing the percentage of wage rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by Snowy Hydro and an accredited assessor nominated by Snowy Hydro.
- (2) In this Agreement, "Supported Wage System" means the Commonwealth government system to promote employment for people who cannot work at full wages because of a disability as documented in A Supported Wage

System: Guidelines and Assessment Process.

- (3) All assessment instruments under this clause, including the appropriate percentage of the prescribed rate of pay to be paid to the employee, must be lodged by Snowy Hydro with the Registrar of the Commission.
- (4) All assessment instruments must be agreed and signed by the parties to the assessment.

21.5 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

21.6 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

21.7 Workplace adjustment

If Snowy Hydro wishes to employ a person under the provisions of this clause, it must, where possible and practicable, take reasonable steps to make changes at the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

21.8 Trial period

- (1) In order for an adequate assessment of the employee's capacity to be made, Snowy Hydro may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- (2) During the trial period, the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (3) The minimum amount payable to the employee during the trial period shall be no less than \$64 per week (subject to any increase in the minimum supported wage rate established by the Australian Fair Pay Commission).
- (4) Work trials should include induction or training as appropriate to the job

being trialled.

- (5) Where Snowy Hydro and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under **clause 21.4**, Assessment of Capacity.

PART D – HOURS OF WORK

22. HOURS OF WORK

Snowy Hydro and its Employees agree that there are three fundamental objectives for Snowy Hydro to consider in determining how an Employee's working hours are to be structured under this Agreement:

- (1) the most effective way of meeting Employees' needs for satisfying work, personal development, health and workplace safety and balancing work and personal life;
- (2) the most effective way of servicing the customer; or
- (3) the most efficient production or delivery of service.

22.1 Ordinary hours of work

- (1) The ordinary hours of work for full time Employees are an average of 75 hours per fortnight, Monday to Friday..
- (2) Ordinary hours of work may be worked:
 - (a) over 9 days per fortnight, or
 - (b) by agreement, over 10 days per fortnight, or
 - (c) over 19 days per month.
- (3) Where an Employee works a 9 day fortnight, the 10th day (ie. the Rostered Day Off (**RDO**)) will be scheduled by local agreement and should focus on the maintenance of service levels by individual workplaces, allowing for local solutions to be found to maintain an effective ten day coverage. Except with written approval of the Senior Manager, RDO's shall be taken on either Friday, with constant work patterns established wherever possible.

22.2 Maximum daily ordinary hours

A maximum of eight hours and twenty minutes (ie. 8.33 hours) ordinary hours may be worked per day.

22.3 Spread of hours

Ordinary hours must be worked between the hours of 6.00am and 6.00pm. To facilitate a wider flexibility of this spread of hours, the Senior Manager and affected Employees must agree on the start and finish times, within the above hours, in order to meet operational requirements.

22.4 Alteration of spread of ordinary hours

By specific and exact written agreement between the Senior Manager and an Employee, the spread of ordinary hours may be extended to 6am to 8pm.

22.5 Meal break normal duty

- (1) Snowy Hydro must not require an Employee to work for more than six hours without taking an unpaid meal break of at least 30 minutes. It is the Employee's responsibility to advise their Senior Manager if operational requirements are likely to make it difficult to take a meal break.
- (2) If an Employee is required to work continuously for more than six hours without taking an unpaid break of at least 30 minutes, the Employee must be paid at the rate of time and one half until the Employee is given a paid 30 minute meal break.

22.6 Rest Pause

Employees may take a rest pause of ten minutes each morning provided the rest period does not interfere with work requirements.

23. SHIFT WORK

23.1 Temporary shift work

A temporary shift worker is defined as an Employee who may be required to change from day work to short term shift work to satisfy specific operational/maintenance requirements of Snowy Hydro. Temporary shift work may be 24 hour coverage for maintenance activities such as tunnel outages, repairs following major breakdowns, scheme upgrade projects, etc. The duration of temporary shift work must not exceed three months in any instance.

23.2 Transfer between systems of work

An Employee may be required to transfer:

- (1) from one shift roster to another;
- (2) from shift work to day work; or
- (3) from day work to shift roster.

23.3 Notification of change

An Employee may be required to change from day work to shift work or vice versa provided a minimum of 48 hours notice has been given. If the required period of notice is not given, the Employee must be paid at the rate of double time and one half for all ordinary hours worked after the change until a period of 48 hours has expired from the time of notice.

23.4 Permanent shift work

A permanent shift worker is defined as an Employee working long-term shift rosters for periods of not less than 3 months. These rosters will provide for continuous operation of Snowy Hydro throughout the full year, this may or may not include 24 hour coverage.

23.5 Shift rosters

Shift workers must work in accordance with permanent shift rosters. Rosters will be developed by mutual agreement between the Senior Manager and the work group.

23.6 Hours of work

- (1) The ordinary hours of both permanent and temporary shift workers must not exceed 37.5 hours per week when averaged over the duration of the roster cycle.
- (2) The length of any shift should not exceed 12 hours (excluding shift handover time). Notwithstanding this, a shift worker when not relieved, shall avoid working more than 16 consecutive hours.

23.7 Notice of change

To avoid disruption to shift rosters, permanent changes should only be made at the end of a roster cycle and follow a minimum notice period of 7 days. Where permanent shift rosters are changed and the resultant roster penalty is reduced, the effected Employees will be entitled to a period of payment at the foregone penalty loading. The payment of the foregone penalty shall apply for a period of six months.

23.8 Overtime

- (1) Notwithstanding **clause 27**, Overtime, a shift worker must be paid overtime at the rates set out in **clause 27** if the shift worker works outside the agreed shift roster.
- (2) Time in lieu may be taken at the request of the Employee in accordance with **clause 27.2**.

23.9 Crib break

- (1) Twenty minutes shall be allowed to shift workers each shift for a paid crib break. The time of the crib break shall be by mutual agreement having regard to the operational requirements of the plant or workplace. Except as required to ensure continuous operation of the plant or workplace, no Employee will be required to work continuously for more than six hours without a break. Shift workers will be paid a penalty of 50% of the appropriate hourly rate for work performed continuously in excess of six hours until a crib break is taken.
- (2) It is the responsibility of the Employee to advise their Senior Manager if operational requirements will or are likely to make it difficult for the Employee to take a crib break.

23.10 Shift workers required to be on-call

- (1) If an Employee on-call has not worked on the day prior to being on-call and is called out and the call out finishes after midnight, a 10 hour break must be observed before the start of the next rostered shift.
- (2) The 10 hour break must be observed from the last call out.
- (3) Payment for on-call will be in accordance with **clause 31**, On Call.

23.11 Public Holidays

A permanent shift worker must be granted an additional day's leave credit for each public holiday that falls within the period of their roster.

23.12 Shift penalties

- (1) Where long-term shift rosters are established, shift penalties will be calculated and averaged over the period of the roster. This rate shall be paid for all purposes. No leave loading shall be paid in these circumstances unless calculated to be greater than the averaged shift penalties.
- (2) Average shift penalties will be calculated in January of each year based on the NSW Gazetted Public Holidays. However should additional days be gazetted throughout the year that apply throughout NSW, shift penalties will be re-calculated to include the additional Public Holidays.
- (3) To facilitate this calculation, additional public holidays gazetted in the first half of the year will result in a re-calculation for that calendar year only, additional public holidays gazetted in the latter half of the calendar year will be re-calculated and remain in effect until the following January plus twelve months.

23.13 Day Shift

Day shift is a shift for which the highest number of hours of the shift fall between 9.00am and 2.00pm on a day.

23.14 Afternoon shift

Employees must be paid at ordinary rates plus 17.5% single time for all shifts for which the highest number of hours of the shift fall between 2.00pm and 9.00pm on a day.

23.15 Night shift

Employees must be paid at ordinary rates plus 25% single time for all shifts for which the highest number of hours fall between 9.00pm and 9.00am the following morning.

23.16 Saturday shift

Employees must be paid at ordinary rates plus 50% single time for all shifts worked on a Saturday.

23.17 Sunday shift

Employees must be paid at ordinary rates plus 100% single time for all shifts worked on a Sunday.

23.18 Public holiday shift

Employees must be paid at ordinary rates plus 150% single time for all shifts worked on a Public Holiday.

23.19 Regional flexibility loading

An Employee whose work base is Khancoban, Jindabyne, Cabramurra or Talbingo and who is required to perform long-term shift work will be paid a flexibility loading of 7% of their base fortnightly salary. This will only apply where long term 12 hour single shift rosters are in place.

23.20 Maximum penalties

Where more than one penalty applies in a particular set of circumstances the highest penalty shall apply. (ie. penalties will not be paid on penalties).

PART E – REMUNERATION**24. SALARY STRUCTURE**

- (1) All Employees covered by this Agreement will be paid within the salary structure set out in **Appendix 1**.

- (2) The salary structure is based on nine (9) Snowy Work Levels. Access to Snowy Work Levels **H** and **I** are only available for Employees who, at the time of lodgement of this Agreement, were classified in Bands 8 and 9 of the salary structure set out in *The Snowy Scheme Enterprise Agreement 2004* (“the **old salary structure**”).
- (3) Each Snowy Work Level has a “market midpoint”, with the top of the Level being 15% above the market midpoint, and the bottom of the Level being 10% below the market midpoint.

24.1 Classification of Employees within salary structure

- (1) All positions within Snowy Hydro will be evaluated using the Hay job evaluation methodology.
- (2) Evaluations will be undertaken by Snowy Hydro’s Human Resources team, who may also use other appropriately trained employees, Hay Group Pty Ltd, or other external providers to evaluate positions at their discretion.
- (3) The position will then be allocated to the appropriate Snowy Work Level based on the number of “Hay points” given as a result of the evaluation (see **Appendix 1**).
- (4) During the life of this Agreement, trades employees will be employed in Snowy Work Level C, Specialist Trades in Snowy Work Level D, and Hydro Maintainers in Snowy Work Level B.

24.2 Snowy Work Level increases

The market midpoint of each Snowy Work Level will increase by 3% per annum (with the top and bottom of the Snowy Work Level adjusted to 15% above and 10% below the market midpoint), effective 1 July each year for the life of this Agreement.

24.3 Minimum increase for Employees within a Snowy Work Level

- (1) All Employees within a Snowy Work Level will receive a 3% increase to their salary per annum, except those whose salary is above the maximum for their Snowy Work Level (as set out in Appendix 1).
- (2) Employees whose salary is above the maximum salary for their Snowy Work Level will not receive this minimum increase until such time as their salary falls within the range for the applicable Snowy Work Level.

24.4 Progression within a Snowy Work Level

- (1) Progression within a Snowy Work Level will be based on Capability.
- (2) *Capability* means an Employee’s demonstrated competence, ability and

behaviours, which may be measured by relevant experience, qualifications, industry recognised accreditations, the level of knowledge and demonstrated application of such knowledge within Snowy Hydro, and demonstrated application of Snowy Hydro's values and behaviours.

- (3) Capability will be measured through Snowy Hydro's *Capability Review Procedure*, as varied from time to time.
- (4) A review of an Employee's Capability will take place between May and September each year. Any increases to salary arising out of the Capability based review will be effective from 1 July in that year.
- (5) Subject to **clauses 24.3** and **24.8**, an Employee may receive up to an additional 3% increase per annum to their salary resulting from the Employee's Capability based review as follows:
 - (a) Exceeds Expectations – 3%, or
 - (b) Meets Expectations – 2%, or
 - (c) Developing – 1%, or
 - (d) Underperforming (not meet expectations) – 0%

24.5 Employees not eligible for minimum increase in 24.3

- (1) Employees who are not eligible for an increase to their salary because their salary is above the maximum for the range applicable for their Snowy Work Level may be eligible for an increase of up to 3% of their salary based on demonstration of outstanding performance and Capability over the previous year, which will be reviewed through the *Capability Review Procedure*.
- (2) A review of an Employee's Capability will take place between May and September each year. Any increases to salary arising out of the Capability based review will be effective from 1 July in that year.

24.6 Movement between Snowy Work Levels

The criteria for movement between Snowy Work Levels will be based on either:

- (1) defined and measurable changes in the requirements of the position that, when re-evaluated, warrant movement to a different Snowy Work Level, or
- (2) promotion, transfer or demotion to another position within a different Snowy Work Level.

24.7 Market based adjustments

- (1) Snowy Hydro may, at its discretion, pay a "market premium" for particular

skills which are specialised, scarce, or critical to the business. This will be recognised by way of a market based adjustment which shall be paid for all purposes.

- (2) During the life of this Agreement, Snowy Hydro will pay a market premium of 10% or 20% as set out in **Appendix 1** to those positions identified in **Appendix 2**.

24.8 Transition from the old salary structure

In order to transition existing Employees from the old salary structure to the salary structure in **Appendix 1**, the following shall occur:

- (1) a position description will be developed for each position occupied by an Employee who is covered by this Agreement;
- (2) each position description will be evaluated using the Hay job evaluation methodology;
- (3) the Hay points, arising out of the evaluation, will determine the Snowy Work Level for the position (see **Appendix 1**);
- (4) in order to determine where an existing Employee should be placed within the Snowy Work Level, the Employee's existing salary will be compared to the salary range to determine their "position in the range" (**PIR**);
- (5) where an Employee's current salary falls above the maximum Snowy Work Level applicable to that Employee, the Employee will maintain their salary and subject to **clause 24.5**, will receive a 3% increase and thereafter will not receive any further increase to their salary until such time as their salary does fall within the applicable Snowy Work Level; and
- (6) where an Employee's current salary falls below the minimum Snowy Work Level applicable to that Employee, and subject to satisfactory work performance at the applicable level, the Employee's salary shall be increased to the minimum level of the appropriate Snowy Work Level. This increase shall be capped at a maximum of 15% per annum inclusive of any increases set out elsewhere in this **clause 24**.

24.9 Apprentice rates of pay

Apprentices will be paid the following percentage of the market midpoint of Snowy Work Level **C** (20% premium market)

APPRENTICE YEAR	% OF MARKET MIDPOINT FOR SNOWY WORK LEVEL C
Year 1	50%

APPRENTICE YEAR	% OF MARKET MIDPOINT FOR SNOWY WORK LEVEL C
Year 2	60%
Year 3	70%
Year 4	80%
Year 5	85%
Year 6	90%

24.10 Junior rates of pay

The minimum salary for junior employees shall be the following percentage of the market midpoint of the appropriate Snowy Work Level:

AGE	% OF APPROPRIATE ADULT CLASSIFICATION
17 years and under	70%
18 years	75%
19 years	80%
20 years	90%

24.11 Trainee rates of pay

The minimum salary for trainees shall be the following percentage of the midpoint of Snowy Work Level A (industrial market):

CLASSIFICATION	% OF MARKET MIDPOINT OF SNOWY WORK LEVEL A
Trainee	60%

24.12 Additional Superannuation (Accumulation Fund Employees only)

Snowy Hydro will contribute an additional 2% superannuation (in addition to the current 9% employer contribution) to the superannuation fund of Employees in accumulation funds. This contribution will be made to the same fund as the Employee's 9% contribution is made. This clause does not apply to Employees in defined benefits superannuation schemes (eg. CSS, PSS, etc).

25. BONUS PAYMENT

In addition to base salary in **clause 24**, Salary Structure, Snowy Hydro is

committed to providing a bonus payment which recognises Employee's efforts on areas that contribute to the achievement of Snowy Hydro's goals and is an avenue for them to share in that success. The Bonus Payment is based on Key Performance Indicators (**KPI's**) from the following three areas critical to overall organisational effectiveness and success:

- (a) Safety;
- (b) Environment; and
- (c) Plant Performance.

COMPONENT	THRESHOLD (%) (LESS THAN OR EQUAL TO)	PLAN (%) (LESS THAN OR EQUAL TO)	OUTSTANDING PERFORMANCE (%) (LESS THAN OR EQUAL TO)
Safety			
Lost Time Injuries	4	2	0
Bonus Component Percentage	0.5	0.75	1
Significant Injuries	11	9	7
Bonus Component Percentage	0.25	0.5	1
ALPS Active Observers – threshold is greater than or equal to:	30%	40%	60%
Bonus Component Percentage	0.5	0.75	1
Total Safety	1.25	2	3
Environment			
Incidents	2	1	0
Bonus Component Percentage	0.25	0.5	1.0
Total Environment	0.25	0.5	1.0
Plant Performance			
Annualised Peak Unavailability (GWh)	1600	1200	800
Bonus Component Percentage	0.25	0.5	1.0
Start Reliability	99.2	99.4	99.6
Bonus Component Percentage	0.25	0.5	1.0

COMPONENT	THRESHOLD (%) (LESS THAN OR EQUAL TO)	PLAN (%) (LESS THAN OR EQUAL TO)	OUTSTANDING PERFORMANCE (%) (LESS THAN OR EQUAL TO)
Annualised Forced Outage Rate Allowance (GWh)	180	150	120
Bonus Component Percentage	0.25	0.5	1.0
Total Plant Performance	0.75	1.5	3
Maximum Total Payout	2.25	4	7

- (1) These KPI's will be measured and publicised to all Employees quarterly.
- (2) Definitions
 - (a) **Lost Time Injury** means those workplace occurrences that result in a fatality, permanent disability or time lost from work of one day/shift or more.
 - (b) **Significant Injury** means the sum of Lost Time Injuries, Medical Treatment Injuries (ie. *treatment* by a medical practitioner), and/or Restricted Work Injuries
 - (c) **ALPs Observers** means Employees who have received ALPs observer training and complete at least 1 quality observation per month.
 - (d) **Environmental Incidents** means an incident requiring notification to the EPA as defined by the POEO Act, 1997.
 - (e) **Annualised Peak Unavailability (GWh)** means annual accumulative unavailability of Hydro Generating Plant during the nominated market Peak hours of 0700-2200 expressed as Gigawatt hours.
 - (f) **Start Reliability (%)** means $(\text{Number of Successful Starts of Generators/Pumps}) / (\text{Number of Attempted Starts of Generators/Pumps}) \times 100$
 - (g) **Annualised Forced Outage Rate Allowance (GWh)** means Forced Outage Hours of Generating Plant multiplied by MegaWatts of affected plant expressed as Gigawatt Hours.

- (3) Eligibility for Bonus Payment
 - (a) To be eligible for the Bonus Payment, an Employee must be employed on a full time or part-time basis on June 30 of the performance pay period (ie. the financial year ending June 30) and have been employed for a minimum period of six months. Part-time Employees will receive a pro-rata payment based on their part-time hours.
 - (b) An Employee that has during the financial year been suspended for disciplinary reasons and/or has received two formal (written) warnings will not be eligible to receive any Bonus Payment for that period.
- (4) Calculation of Bonus Payment
 - (a) The base salary rate used for the Bonus Payment calculation is that applicable at the end of the performance pay period (ie June 30). Performance pay percentages are set out in the above table.
 - (b) For the period of this Agreement's operation where the targets are based entirely on overall organisation performance, any lump sum payments will be the same amount for all Employees covered by this Agreement. The appropriate percentage will be applied to the average base salary of Employees covered by this Agreement
- (5) Timing of payment of Bonus Payment
 - (a) When the publicised targets (Threshold, Plan, Outstanding Performance), set by Snowy Hydro as measured by these KPI's are achieved, Employees will be rewarded with a lump sum payment which will be made in the second pay period in July.
- (6) Changes to Bonus Payment
 - (a) It is intended that the performance pay concept will evolve to include performance targets at the team/area level, at which time the lump sum payment will be calculated and paid as a percentage of individual base salary.
 - (b) The suitability of existing KPI's will continue to be monitored.

26. PAYMENT OF WAGES

26.1 Time of payment - Employees

- (1) Each Employee must be paid all normal fortnightly earnings (excluding additional payments such as overtime, allowances etc) to which the Employee is entitled each fortnight within two working days after the end

of the pay period. All overtime and allowances will be claimed and paid in the pay period following the period in which the overtime and allowances are earned.

- (2) Payday will be the Thursday before the pay period end on Friday.
- (3) Except with the written approval of the Senior Manager, an Employee must submit an approved timesheet(s) to payroll for any claims of overtime, allowances or the like, within one week of the end of the pay period to which the claims relate.

26.2 Time of payment – casuals

Casual Employees will be required to complete a timesheet showing all hours worked and this will be paid in the following fortnight.

26.3 Method of payment

- (1) Earnings must be paid to each Employee by electronic funds transfer directly into a bank account or other financial institution agreed between the Employee and Snowy Hydro.
- (2) Within two working days after the end of the pay period, Snowy Hydro shall provide a full pay statement to all Employees advising them of details of their earnings and the relevant deductions for that period.

26.4 Waiting time payment

- (1) If an Employee is not paid the earnings due to the Employee on time, the Employee must notify payroll as soon as possible. An Employee may claim, and must be paid, a waiting time payment if the Employee is not paid the earnings due to the Employee, within two working days of the end of the pay period, and the non-payment is not a result of the Employee failing to submit the appropriate timesheet to payroll, change of bank details which were not notified to payroll, and the like. The waiting time payment must be paid for all time between the time the Employee's earnings are due and the time the Employee is paid.
- (2) Waiting time payment is calculated on the basis of fifteen minutes at ordinary rates for each hour the Employee is kept waiting.

27. OVERTIME

27.1 Entitlement of overtime

- (1) An Employee in Snowy Work Level **A** to **G** only is entitled to overtime at the rate set out in **subclause (2)** if:
 - (a) the Employee works more than 8.33 hours per day; or

- (b) the Employee works more than seventy-five hours per fortnight; or
 - (c) the Employee is required to perform work outside the spread of ordinary hours provided for in **clause 22.4**, Spread of Hours or **clause 22.5**, Alteration of Spread of Ordinary Hours.
- (2) At the discretion of the CEO, Snowy Hydro may, on a case by case basis, make an overtime payment to an Employee in Snowy Work Level **H** or **I** in accordance with the terms of this Agreement. Each such overtime payment will be the subject of individual consideration by the CEO.
- (3) Overtime must be paid at the rates set out in the following table:

Monday to Saturday inclusive	one and a half times the applicable hourly rate for the first two hours and double time after that.
Rostered Day Off	one and a half times the applicable hourly rate for the first two hours and double time after that.
Sundays	two times the applicable hourly rate
Public Holidays	two and one half the applicable hourly rate in addition to ordinary pay

- (4) The “applicable hourly rate” is comprised of the base hourly rate, plus Electricians Licence and Power Industry Allowance if applicable.
- (5) If overtime work starts on one day and extends into the following day, the overtime work must be regarded as being overtime work on the first day.
- (6) If an Employee works overtime and the overtime work does not merge with the agreed starting and ceasing times (whether notified before or after the Employee leaves the place of work or occurs on any Rostered Day Off, Saturday, Sunday or Public Holiday), the Employee must be paid a minimum of four hours at the appropriate overtime rate for each separate period of overtime attendance.
- (7) If overtime work is necessary, it must, wherever reasonably practicable, be arranged so that an Employee has at least ten consecutive hours off duty between the work of successive days. For clarification, this means between finishing work (whether ordinary hours or overtime) on one day, and commencing work (again, whether ordinary hours or overtime) the following day.
- (8) If Snowy Hydro requires an Employee to resume or continue work without having that ten hour break, the Employee must be paid overtime rates until the Employee is released from duty. The Employee is then entitled to a break of ten consecutive hours without loss of pay for ordinary hours occurring during the absence.

27.2 Meal breaks – overtime work

- (1) An Employee is entitled to a meal break of twenty minutes, paid at the appropriate overtime rate, if the Employee is required to work overtime:
 - (a) one and one half hours before the Employee's normal commencing time; or
 - (b) one and one half hours after the Employee's normal finishing time.
- (2) An Employee is entitled to a meal break of twenty minutes paid at the appropriate overtime rate for each period of four hours continuous overtime worked thereafter.
- (3) For overtime not merging with normal commencing and/or finishing times, an Employee is entitled to a meal break of twenty minutes paid at the appropriate overtime rate for each period of four hours continuous overtime worked.
- (4) If an Employee's entitlement to a meal break coincides with the Employee's ordinary commencement time, the Employee may take the meal break during ordinary working hours without loss of pay.
- (5) No entitlement to a meal break accrues, in accordance with **clauses 27(1)(a) and 27(1)(b)** unless an Employee is required to continue to work for a minimum of one additional hour, including the meal break.
- (6) No entitlement to a paid meal break accrues where an Employee is working beyond their normal hours to make up time or time in lieu for the purposes of personal or other leave.

27.3 Time off in lieu of overtime

- (1) By mutual agreement an Employee may take time off in lieu of payment for overtime at a time agreed with their Senior Manager.
- (2) Overtime taken as time off during ordinary time must be taken at the ordinary time rate, (ie an hour off for each hour worked).
- (3) If the Employee is unable to take time in lieu of overtime within the same fortnight or the fortnight following which the time was worked, then the Employee may request payment for that overtime. Snowy Hydro must pay the Employee, if requested, at the overtime rate, in the next available pay-run.

27.4 Make up time

With their Senior Manager's consent, an Employee may elect to work make-up time, under which the Employee takes time off during ordinary hours and works

those hours at a later time. This make-up time must be worked within the same fortnight or the fortnight immediately following the fortnight in which the time is taken.

28. TRAVEL TIME

- (1) Subject to what otherwise is provided in this clause, an Employee shall, when proceeding to their place of work and returning to their home, do so in their own time and at their own expense.
- (2) Where an Employee is required to travel outside the Snowy Mountains Area for the purpose of attending training (including a conference, seminar etc), that Employee must not be paid travelling time for that time spent travelling outside of ordinary hours of work.
- (3) Where an Employee is provided with Snowy Hydro transport to travel away from their normal base, the Employee shall be paid travel time for that time spent travelling outside of ordinary hours of work as follows:
 - (a) where travel time immediately precedes or follows overtime, the travel time will be paid at the appropriate overtime rate.
 - (b) on all other occasions where travel time does not immediately precede or follow overtime, travel time will be paid at the rate of time and one half. (For example, travelling out of normal hours to commence work the following day in another location).
- (4) Any (claims) payments made for travelling time shall be made and calculated to the nearest quarter hour on a fortnightly basis.

29. SALARY SACRIFICE

Snowy Hydro will provide the opportunity for Employees to engage in salary sacrifice. The terms and conditions of salary sacrifice will be in accordance with Snowy Hydro's policies, as varied by Snowy Hydro from time to time.

30. ALLOWANCES

- (1) An Employee must immediately advise Snowy Hydro's HR/payroll team in writing if there is a change to their eligibility for any allowance.
- (2) Unless otherwise specified, allowances specified in dollar amounts in this clause shall be increased by 3% per annum in line with the percentage increase set out in **clause 24**, Salary Structure, of this Agreement.

30.1 Electricians licence

An Employee who possesses and whose duties with Snowy Hydro requires a Qualified Supervisor's Certificate (Electrician's Licence), must be paid an

additional rate equal to \$61.30 per fortnight.

30.2 First-aid allowance

An Employee who is appointed to act as a First Aid Officer by Snowy Hydro and who possesses a current first aid certificate approved by Snowy Hydro must be paid an allowance of \$22.34 per fortnight.

30.3 Higher duties allowance

- (1) An Employee may be entitled to a higher duties allowance if the Employee:
 - (a) is temporarily assigned to a position in a Snowy Work Level above his or her substantive Work Level; or
 - (b) undertakes an expanded role equivalent to performing higher duties in a higher Snowy Work Level.
- (2) Both the circumstances in which the Employee is entitled to a higher duties allowance and the amount of the allowance payable will be determined by the type of duties to be performed by the Manager HR in consultation with the Senior Manager (or their delegates), and in any case will not be payable for periods of less than three days or equivalent shift roster hours.

30.4 Heavy medium or light rigid licence fee

A full time or part time Employee, whose duties require that they hold a heavy, medium or light rigid license, must have this license fee reimbursed by Snowy Hydro.

30.5 Meal allowance

If an Employee is entitled to a paid meal break under **clause 27.2**, the Employee must be paid a meal allowance of \$14.30, provided that:

- (1) no entitlement to a meal allowance exists where overtime is worked on a Saturday, Sunday, RDO or Public Holiday, within what would be the Employee's normal working hours on any normal working day; and
- (2) where an appropriate meal or meal allowance (under overnight absence clause) is provided by Snowy Hydro, no meal allowance will be paid.

30.6 Overnight absence allowance

- (1) An Employee who in order to be available for work, is required to be absent overnight from their normal residence, shall be provided with reasonable accommodation and meals.
- (2) Where accommodation and/or meals are not provided, Snowy Hydro

shall pay an allowance encompassing accommodation, meals and incidentals in accordance with the following table. The rate is based on the number of nights spent away from home.

- (3) In all cases, Snowy Hydro may provide accommodation and/or meals in which case the relevant allowance will not be paid. Individual meal rates are not defined, so deduction can only be made on a total meal basis. Where no other allowance is paid (i.e. accommodation or meal) an incidental allowance may be claimed upon production of appropriate receipts.
- (4) Payment in advance will be for the total expected claim. Where such payment is taken and the travel is altered, an Employee is required to acquit the travel claim on return to their normal base if the actual travel undertaken changes the Employee's entitlement to this allowance.
- (5) The rates will be reviewed annually (July) in accordance with the Consumer Price Index (CPI) for Holiday, Travel and Accommodation.

LOCATION	ACCOMMODATION \$ per night	MEALS/ INCIDENTALS \$ per day	TOTAL PER OVERNIGHT STAY \$
High Cost Capital City Sydney, Melbourne, Darwin, Brisbane, Perth, Traralgon	160.00	75.00	235.00
Low Cost City Adelaide, Canberra, Hobart, Newcastle, Wollongong,	105.00	75.00	180.00
Country Travel	75.00	60.00	135.00
Regional Travel	75.00	60.00	135.00
Cabramurra (no increase)		60.00	60.00
Incidentals Only (payment on production of receipts only)		20.00	20.00

30.7 Private vehicle use allowance

The use of an Employee's private motor vehicle in the course of undertaking

Snowy Hydro business is subject to the following conditions:

- (1) prior written approval from their Senior Manager must be obtained;
- (2) third party and comprehensive insurance arrangements must cover the use of the private vehicle;
- (3) private vehicle allowance, travelling allowance or other claims made in respect of this travel shall not exceed that which would be payable if normal travel arrangements for the destination were utilised including public and/or Snowy Hydro transport;
- (4) excessive travelling time is not taken as a result of the journey; and
- (5) subject to this clause an allowance consistent with the Australian Tax Office (**ATO**) cents-per-kilometre will be paid, and will be amended annually in line with changes to the ATO rates:

DESCRIPTION	ENGINE CAPACITY – NON ROTARY ENGINE	ENGINE CAPACITY – ROTARY ENGINE	RATE (CENTS-PER-KILOMETRE) 2006-7 YEAR
Small car	Up to 1600cc	Up to 800cc	58
Medium car	1601cc to 2600cc	801cc to 1300cc	69
Large Car	Above 2600cc	Above 1300cc	70

30.8 Power industry allowance

- (1) This allowance shall be paid to all Employees in Snowy Work Level **A** to **G** only if the criteria for payment of this allowance have been met. The application of this section does not preclude Employees from receiving any other allowances or special rates provided in this Agreement.
- (2) An Employee must be paid an allowance of \$97.55 per fortnight if the Employee is, for the majority of their working time, exposed to heat, dirty work, wet and cold places, work in restricted and confined spaces, such as may be found in outdoor work, power stations, pipelines, underground or other conditions and circumstances of a like nature.
- (3) The allowance may also be paid from time to time on a fortnightly basis where Employees meet the criteria for the majority of the time in a given pay fortnight.

30.9 Zone allowance

(1) Entitlement

An Employee whose normal base is Cabramurra, Talbingo, Khancoban or Jindabyne and who permanently resides within 10kms by road of these townships will be entitled to the following:

TOWN	SINGLE/WITHOUT DEPENDENTS \$ANNUAL	WITH DEPENDENTS \$ANNUAL
Cabramurra	\$5200	\$7900
Khancoban	\$2700	\$4400
Talbingo	\$2400	\$3600
Jindabyne	\$2200	\$3000

- (2) Snowy Hydro may require an Employee to provide satisfactory proof of dependent status before the “With Dependents” rate is paid. Such proof may be in the form of a statutory declaration.
- (3) Zone allowance is not to be included in the calculation of any other payment
- (4) Where more than one member of a household is an Employee, only one single zone allowance shall be paid per employee.

30.10 Other allowances

The following disability allowances shall be paid to all Employees in Snowy Work Level **A** to **G** only who work in the specific circumstances prescribed. These allowances must not be taken into account for any purpose including the calculation of penalty rates or overtime, any form of leave, public holiday payment, travelling time or any other payment.

(1) Septic Tanks and Sewerage Drains

If an Employee is engaged in work on associated sewerage equipment or inside septic tanks or sewerage drains where direct contact is made with the sewerage, the Employee must be paid at the rate of single time in addition to the normal rate applicable for the work performed.

(2) Tunnel Repair and/or Inspection

Employees required to work more than four consecutive hours within the

underground tunnels or shafts that have been dewatered for inspection and/or repair, shall be paid an additional \$2.62 per day for such time as is involved in the inspection and \$1.83 per hour for time involved in mucking and repair activities.

(3) Regional Work Allowance

A full time or part time Employee whose normal base is Cabramurra, Talbingo, Jindabyne or Khancoban shall receive an additional \$100 per annum in lieu of Snow and Toxic allowances and Motor Vehicle Licence reimbursement, to be paid in the first pay period in December.

31. ON CALL ALLOWANCE

(1) An Employee who is on call must remain contactable and fit for work at all times and be able to return to work within one hour of receiving the call.

(2) Snowy Hydro must pay an Employee who is on-call the following amounts:

Monday to Friday	\$70 per day
Weekends, RDO or Public Holiday	\$150 per day

(3) When called out, the Employee shall be paid the appropriate overtime rate for actual hours worked, with a minimum payment of one hour at double time.

(4) For the purpose of this clause an ordinary day is deemed to be from time of ceasing work on one day to commencement time on the next normal working day.

(5) Where an Employee is required to be on-call on a Public Holiday as part of a roster, the Employee will receive in addition to on-call payment, an extra day's annual leave credit, provided that the maximum credit will not exceed one day for any one Public Holiday.

(6) There shall be no increase in the On-call Allowance during the life of this Agreement.

32. PROVISION OF TOOLS

(1) Snowy Hydro must provide tools to those Employees who require them for the proper performance of their duties.

(2) Snowy Hydro must exchange or replace damaged, stolen or lost tools on the basis of their fair use and proper care.

(3) If an Employee loses or damages any tool through misuse or negligence,

the Employee must pay for its replacement.

- (4) Employees may only use tools or equipment issued by Snowy Hydro in the course of their duty.
- (5) On termination of employment, an Employee may apply to purchase their tools at an agreed depreciated amount.

33. PROTECTIVE CLOTHING AND EQUIPMENT

- (1) Snowy Hydro must provide each Employee with appropriate and necessary personal protective clothing and equipment or provide a contribution for the specific purchase of protective clothing and/or equipment by designated individuals. Snowy Hydro must replace or exchange that clothing and equipment on a one for one basis on the basis of fair wear and tear.
- (2) If an Employee loses or damages the personal protective clothing, equipment or other articles through misuse or negligence, the Employee must pay for their replacement.
- (3) Upon termination of employment, or when directed by Snowy Hydro to do so, each Employee must return any personal protective clothing or equipment issued to the Employee. Alternatively, upon termination, the Employee may apply to purchase the protective clothing or equipment at an agreed depreciated amount.

PART F – LEAVE

34. LEAVE

34.1 Annual leave

- (1) Full time Employees are entitled to 150 hours paid annual leave for each period of twelve months continuous service, credited at the rate of 12.5 hours per completed month of service. Part time Employees are entitled to annual leave on a pro-rata basis.
- (2) Annual leave should only accumulate to a maximum of 300 hours.
- (3) Annual leave must be taken by an Employee at a time approved and agreed by the Senior Manager (or their delegate).
- (4) An Employee may take a minimum of one hour of annual leave.

34.2 Annual leave loading

- (1) Employees are entitled to a loading of 17.5% on ordinary salary once per year on their annual leave. The loading must not exceed 17.5% of the average weekly earnings published by the Australian Bureau of Statistics.

(September Quarter).

- (2) Payment for annual leave loading will be made once a year to all eligible Employees. Payment will be made on the first payday in December.

34.3 Cash out of annual leave accrued prior to the lodgement of this Agreement

- (1) An Employee may elect to forgo an amount of annual leave credited to them by Snowy Hydro prior to the lodgement of this Agreement and to receive payment in lieu of this leave provided that:
 - (a) The Employee has more than 300 hours of annual leave accrued at the time of the election;
 - (b) the Employee submits a written request to cash out a portion of their annual leave above 300 hours;
 - (c) the written request is authorised by the relevant Executive Officer;
 - (d) the Employee has taken at least 2 weeks' annual leave in the 12 months prior to the application being received.
- (2) If a written election under this clause is authorised by the relevant Executive Officer, the Employee will receive, within a reasonable period, payment of the amount the Employee would otherwise have received if the leave had been taken at the time the request is authorised.

34.4 Cash out of annual leave accrued under this Agreement

- (1) An Employee may elect to forgo an amount of annual leave credited to them by Snowy Hydro after the lodgement of this Agreement and to receive payment in lieu of this leave provided that:
 - (a) The Employee has more than 300 hours of annual leave accrued at the time of the election;
 - (b) the Employee submits a written request to cash out a portion of their annual leave above 300 hours;
 - (c) the written request is authorised by the relevant Executive Officer; and
 - (d) the Employee cannot cash out more than the equivalent of 2 weeks' annual leave in each 12 month period.
- (2) If a written election under this clause is authorised by the relevant Executive Officer, the Employee will receive, within a reasonable period, payment of the amount the Employee would otherwise have received if the leave had been taken at the time the request is authorised.

34.5 Personal leave

- (1) An Employee is entitled to personal leave in accordance with this clause. Unused personal leave accrues from year to year.
- (2) Personal leave is available when an Employee is absent from work due to personal illness or injury (**Sick Leave**) or for the purposes of providing care or support to a member of their immediate family or household who requires care or support because of a personal illness, or injury or an unexpected emergency affecting the member (**Carer's Leave**).

34.6 Sick Leave

- (1) Employees are entitled to Sick Leave which accrues on a pro rata basis and is credited annually in advance:

ACCRUAL	FULL PAY	HALF PAY
Upon appointment	2 weeks	2 weeks
After 12 months service	2 weeks	2 weeks
Completion of each subsequent 12 months	2 weeks	2 weeks

- (2) An Employee must notify Snowy Hydro as soon as reasonably practicable, ideally within two hours of the commencement of the absence, of the Employee's inability to attend for duty.
- (3) Snowy Hydro may require an Employee to provide satisfactory evidence of illness or injury in relation to any absences due to illness or injury. This means, where reasonably practicable, the Employee must provide Snowy Hydro with a medical certificate for any sick time taken in:
 - (a) excess of five sick days per year; or
 - (b) excess of three consecutive sick days per occasion.
- (4) If it is not reasonably practicable for the Employee to provide a medical certificate, the Employee may provide a statutory declaration.
- (5) Leave under the Sick Leave clause is inclusive of Public Holidays.
- (6) If an Employee falls sick while on annual leave or long service leave and provides Snowy Hydro with a medical certificate, the Employee will be granted additional leave equivalent to the period of illness provided that the Employee has sufficient sick leave credits. The period of sickness must be recorded as Sick Leave.
- (7) Where the relevant Executive Officer, in consultation with the Manager

Human Resources considers such treatment justified, Snowy Hydro may:

- (a) other than where short absences are involved, allow Employees to convert to leave on full pay as much of their credit of leave on half pay as is necessary for their immediate purposes; or
 - (b) where leave with pay is exhausted, grant additional leave on full or half pay, grant leave (on full or half pay) in advance of it accruing, or grant leave without pay to an employee who is absent from work due to illness or injury, subject to this clause.
- (8) Any additional Sick Leave granted is subject to the same conditions applicable as other Sick Leave under this clause.
- (9) The period of continuous absence on leave with or without pay must not, however, exceed 78 weeks.
- (10) The retirement of an employee on the grounds of invalidity must not, except with the employees consent, be effected earlier than the date on which the employees credit of Sick Leave on full pay would be exhausted.

34.7 Carer's Leave

- (1) An Employee cannot take more than 18 days' Sick Leave as paid Carer's Leave in any continuous 12 month period.
- (2) In normal circumstances an Employee must not take Carer's Leave under this clause if another person has taken leave to care for the same person.
- (3) Access to more than 18 days Carer's Leave, in any year, is at the discretion of their Executive Officer.
- (4) Carers leave may be taken for part of a single day.
- (5) Snowy Hydro may require an Employee to establish by production of a medical certificate or other satisfactory evidence the illness or injury of the person concerned and that the illness is such as to require care by another or, where applicable, that an unexpected emergency affected the person requiring care.
- (6) The Employee must provide Snowy Hydro with a medical certificate or statutory declaration for any sick days taken as Carer's Leave:
 - (a) in excess of five days per year; or
 - (b) in excess of three consecutive sick days per occasion.
- (7) The Employee must wherever practicable, give notice of the absence to Snowy Hydro, including the:

- (a) intention to take leave;
 - (b) name of the person requiring care and the relationship to the Employee;
 - (c) reason for taking leave; and
 - (d) estimated length of the absence.
- (8) If it is not practicable for the Employee to give Snowy Hydro prior notice of the absence, the Employee must notify Snowy Hydro of such absence at the first opportunity.
- (9) Where an Employee has exhausted all allowable paid leave entitlements, he or she may elect, with the consent of the relevant Executive Officer, to take unpaid leave for the purpose of providing care to a family member who is ill, which, unless otherwise determined by Snowy Hydro, is not to count as service for any purpose.

34.8 Compassionate leave

- (1) An Employee is entitled to up to three days on each of the death of a member of the Employee's immediate family or household.
- (2) In the case of the death of other close relatives of the Employee, the Employee's Senior Manager may grant leave up to one day to the Employee.
- (3) An Employee is entitled to up to two days on each occasion where a member of the Employee's immediate family or a member of the Employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life.
- (4) Snowy Hydro may require the Employee to produce evidence in support of their claim for compassionate leave.

34.9 Long service leave

Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976*.

34.10 Miscellaneous leave

- (1) An Employee is entitled to use up to five days miscellaneous leave for purposes not specifically provided for elsewhere. An Employee's Senior Manager may, on written request of an Employee, grant miscellaneous

leave of absence to an Employee for a purpose that the Senior Manager considers to be in the interests of Snowy Hydro.

- (2) Access to more than five days miscellaneous leave with or without pay, in any year, is at the discretion of the relevant Executive Officer.
- (3) Miscellaneous leave may be used for, but not limited to, the following purposes:
 - (a) emergency services duty; or
 - (b) military forces reserve duty.
- (4) Before miscellaneous leave without pay is granted, all accrued annual leave must be exhausted.
- (5) Miscellaneous leave without pay will not, unless otherwise determined by Snowy Hydro, count as service for any purpose.

34.11 Jury service

- (1) If an Employee is required to perform jury service, the Employee must be granted paid leave for the period of jury service.
- (2) The Employee must pay Snowy Hydro so much of any amount received by the Employee as compensation for the jury service as Snowy Hydro deems reasonable, having regard to the proportion that the period of absence bears to the total of jury service and to any expenses incurred by the Employee in respect of the jury service.

34.12 Parental leave

For full time and part time employees with more than 12 months continuous service, Snowy Hydro will provide up to 52 weeks' unpaid parental leave in accordance with the WR Act, as amended from time to time.

34.13 Maternity leave

Other than what is provided for under the WR Act, as amended from time to time, full time or part time female employees with more than twelve months continuous service may take 14 weeks of parental leave as paid Maternity Leave. Subject to Snowy Hydro approval this may be taken as 14 weeks full pay or 28 weeks half pay.

34.14 Paternity Leave

Other than what is provided for under the WR Act as varied from time to time, full time or part time male employees with more than twelve months continuous service may take 1 week of parental leave as paid Paternity Leave.

34.15 Adoption leave

Other than what is provided for under the WR Act as varied from time to time, a full time or part time employee with more than twelve months continuous service may take 1 week of parental leave as paid Adoption Leave.

PART G – HOLIDAYS

35. PUBLIC HOLIDAYS

- (1) Employees are entitled to the following public holidays without loss of pay:
 - (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Monday;
 - (f) Anzac Day;
 - (g) Queen's Birthday;
 - (h) Labor Day;
 - (i) Christmas Day;
 - (j) Boxing Day; and
 - (k) those days gazetted by the NSW Government that apply throughout NSW.
- (2) In lieu of Picnic Day all Employees will receive an extra 8.33 hours annual leave, credited annually. Leave loading will not be paid on this 8.33 hrs.
- (3) If a rostered day off falls on a public holiday, the rostered day off must be relocated by agreement between Senior Manager and the individual Employee concerned.
- (4) An Employee may be required to work on a public holiday based on Snowy Hydro's operational requirements.
- (5) If an Employee is absent from work on the working day before or the working day after a public holiday without reasonable cause or the consent of the Senior Manager, the Employee will not be paid for the

public holiday.

PART H – TRANSFERS AND RELOCATION

36. SHORT TERM ASSIGNMENTS

For short term assignments up to and including two months duration refer to **clause 30.6**, Overnight Absence Allowance.

37. LONG TERM ASSIGNMENTS

An Employee may be required, from time to time to work in a location other than their normal base. Where such an assignment is for a period of more than two months and up to nine months duration it is considered a long term assignment and the Employee and their Senior Manager must agree on a package to meet the specific individual circumstances and having regard to the operational requirements of Snowy Hydro.

The following provisions will form the basis of a negotiated package:

(1) Rate 1 - (where a second residence needs to be maintained)

Accommodation/Rental Assistance	Snowy Hydro will provide accommodation or Rental Assistance for the new location (up to a maximum of \$100.00 per week) based on the principles of Snowy Hydro's Rental Assistance Policy.
Meals/Incidentals	Half the meal/incidental component of the relevant overnight absence allowance for a maximum of nine days per fortnight
Zone Allowance	Where a household is maintained in two locations, the greater of the applicable Zone allowances should be paid.
Maximum per fortnight (excluding Zone Allowance)	\$480 per fortnight

(2) Rate 2 - (where a second residence does not need to be maintained)

Overnight Absence Allowance	Up to a maximum of one months' Overnight Absence Allowance.
Removal costs	Up to a maximum of \$5,000

Accommodation/Rental Assistance	Snowy Hydro provides accommodation or Rental Assistance for the new location (up to a maximum of \$100.00 per week) based on the principles of the Rental Assistance Policy.
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(3) Return Home on Weekends

When an Employee is transferred, either on a short or long term basis, to another location within the Snowy Mountains Area and the location is such that it is impracticable for the Employee to return home daily, Snowy Hydro will facilitate the Employee's return home on a fortnightly basis, as a minimum. This is subject to the operational requirements of Snowy Hydro.

38. PERMANENT TRANSFER

Snowy Hydro may transfer an employee from one location to another to meet operational requirements. An Employee may volunteer to transfer or be promoted from one location to another. In each circumstance, the Employee and their Senior Manager must agree on a package to meet the specific individual circumstances and having regard to the operational requirements of Snowy Hydro. The following provisions will form the basis of the negotiated package.

Overnight Absence Allowance	Up to a maximum of one month's overnight absence allowance
Removal Costs	Removalist costs up to a maximum of \$5,000.00.
Rental Assistance	Rental Assistance (up to a maximum of \$100.00 per week) for a maximum of a two year period based on the principles of Snowy Hydro's Rental Assistance Policy
Zone Allowance	Zone Allowance will be paid for the new location following cessation of the relevant overnight allowances.

If the employee applies for and is successful in appointment to an advertised position resulting in a transfer, removal costs only should be paid in most circumstances.

39. RELOCATION ALLOWANCE

- (1) Employees required by Snowy Hydro to relocate their households under the terms of Snowy Hydro's Relocation Policy will receive a Relocation Allowance equivalent to 20% of annual base salary. The maximum amount payable will be \$15,000.00. This allowance is paid net to the Employee and will be based on the Employee's Snowy Hydro sourced

income only.

- (2) Payment will be based on salary at the new location and will be made via the payroll on instruction from the Executive Officer authorising the move.
- (3) Where two or more Employees who are members of the same household are relocated to the same location, only one allowance will be paid based on the salary of the higher paid Employee.
- (4) Apprentices and Trainees are not eligible for this allowance.
- (5) If an Employee leaves Snowy Hydro within two years of having received a Relocation Allowance payment they will be required to repay a pro rata portion of this allowance i.e. if the Employee leaves after 14 months they will be required to repay an amount equal to 10/24ths of the allowance they were paid.
- (6) Consistent with the above, an Employee who is transferred within two years of a previous transfer and the recipient of a Relocation Allowance, will receive at the new location the appropriate Relocation Allowance less a pro rata portion of the previously received allowance.
- (7) Relocation allowance is not paid in the event of termination for any reason including workforce reduction, resignation or retirement.

40. REMOVAL EXPENSES

- (1) This clause applies to an Employee who was an Employee of Snowy Hydro on 24 November 1998, and does not apply to anyone who commences employment after that date.
- (2) On application by an eligible Employee, Snowy Hydro must pay the cost of removal of furniture and effects up to \$3,300 for an Employee on age retirement with more than ten years service who relocates at that time. Such application must be made prior to the Employee's retirement.

APPENDIX 1
YEAR 2007/08

Industrial market

Work Level	Hay Range	Range Minimum 90%	Market Midpoint 100%	Range Maximum 115%
A	98-134	\$33,722	\$37,469	\$43,089
B	135-160	\$36,606	\$40,673	\$46,774
C	161-191	\$39,409	\$43,788	\$50,356
D	192-227	\$43,334	\$48,149	\$55,371
E	228-268	\$48,300	\$53,667	\$61,717
F	269-313	\$53,907	\$59,897	\$68,882
G	314-370	\$62,638	\$69,598	\$80,038
H	371-438	\$73,772	\$81,969	\$94,264
I	439-518	\$88,190	\$97,989	\$112,687

Utilities Market (+10%)

Work Level	Hay Range	Range Minimum 90%	Market Midpoint 100%	Range Maximum 115%
A	98-134	\$37,094	\$41,216	\$47,398
B	135-160	\$40,266	\$44,740	\$51,451
C	161-191	\$43,350	\$48,167	\$55,392
D	192-227	\$47,668	\$52,964	\$60,908
E	228-268	\$53,130	\$59,034	\$67,889
F	269-313	\$59,298	\$65,887	\$75,770
G	314-370	\$68,902	\$76,558	\$88,041
H	371-438	\$81,149	\$90,166	\$103,691
I	439-518	\$97,009	\$107,788	\$123,956

Premium market (+20%)

Work Level	Hay Range	Range Minimum 90%	Market Midpoint 100%	Range Maximum 115%
A	98-134	\$40,467	\$44,963	\$51,707
B	135-160	\$43,927	\$48,808	\$56,129
C	161-191	\$47,291	\$52,546	\$60,427
D	192-227	\$52,001	\$57,779	\$66,446
E	228-268	\$57,960	\$64,400	\$74,060
F	269-313	\$64,689	\$71,876	\$82,658
G	314-370	\$75,166	\$83,518	\$96,045
H	371-438	\$88,527	\$98,363	\$113,117
I	439-518	\$105,828	\$117,587	\$135,225

YEAR 2008/09

Industrial market

Work Level	Hay Range	Range Minimum 90%	Market Midpoint 100%	Range Maximum 115%
A	98-134	\$34,734	\$38,593	\$44,382
B	135-160	\$37,704	\$41,893	\$48,177
C	161-191	\$40,591	\$45,102	\$51,867
D	192-227	\$44,634	\$49,593	\$57,032
E	228-268	\$49,749	\$55,277	\$63,569
F	269-313	\$55,525	\$61,694	\$70,948
G	314-370	\$64,517	\$71,686	\$82,439
H	371-438	\$75,985	\$84,428	\$97,092
I	439-518	\$90,836	\$100,929	\$116,068

Utilities Market (+10%)

Work Level	Hay Range	Range Minimum 90%	Market Midpoint 100%	Range Maximum 115%
A	98-134	\$38,207	\$42,452	\$48,820
B	135-160	\$41,474	\$46,082	\$52,995
C	161-191	\$44,651	\$49,612	\$57,054
D	192-227	\$49,097	\$54,552	\$62,735
E	228-268	\$54,724	\$60,805	\$69,925
F	269-313	\$61,077	\$67,863	\$78,043
G	314-370	\$70,969	\$78,855	\$90,683
H	371-438	\$83,584	\$92,871	\$106,801
I	439-518	\$99,920	\$111,022	\$127,675

Premium market (+20%)

Work Level	Hay Range	Range Minimum 90%	Market Midpoint 100%	Range Maximum 115%
A	98-134	\$41,680	\$46,312	\$53,258
B	135-160	\$45,244	\$50,272	\$57,812
C	161-191	\$48,710	\$54,122	\$62,241
D	192-227	\$53,560	\$59,512	\$68,438
E	228-268	\$59,699	\$66,332	\$76,282
F	269-313	\$66,630	\$74,033	\$85,138
G	314-370	\$77,421	\$86,023	\$98,927
H	371-438	\$91,182	\$101,314	\$116,511
I	439-518	\$109,003	\$121,115	\$139,282

YEAR 2009/10

Industrial market

Work Level	Hay Range	Range Minimum 90%	Market Midpoint 100%	Range Maximum 115%
A	98-134	\$35,776	\$39,751	\$45,714
B	135-160	\$38,835	\$43,150	\$49,623
C	161-191	\$41,810	\$46,455	\$53,423
D	192-227	\$45,973	\$51,081	\$58,743
E	228-268	\$51,242	\$56,935	\$65,475
F	269-313	\$57,190	\$63,545	\$73,077
G	314-370	\$66,453	\$73,837	\$84,913
H	371-438	\$78,265	\$86,961	\$100,005
I	439-518	\$93,561	\$103,957	\$119,551

Utilities Market (+10%)

Work Level	Hay Range	Range Minimum 90%	Market Midpoint 100%	Range Maximum 115%
A	98-134	\$39,353	\$43,726	\$50,285
B	135-160	\$42,719	\$47,465	\$54,585
C	161-191	\$45,990	\$51,101	\$58,766
D	192-227	\$50,570	\$56,189	\$64,617
E	228-268	\$56,366	\$62,629	\$72,023
F	269-313	\$62,910	\$69,900	\$80,384
G	314-370	\$73,099	\$81,221	\$93,404
H	371-438	\$86,091	\$95,657	\$110,006
I	439-518	\$102,917	\$114,353	\$131,506

Premium market (+20%)

Work Level	Hay Range	Range Minimum 90%	Market Midpoint 100%	Range Maximum 115%
A	98-134	\$42,931	\$47,701	\$54,856
B	135-160	\$46,602	\$51,780	\$59,547
C	161-191	\$50,171	\$55,746	\$64,108
D	192-227	\$55,167	\$61,297	\$70,492
E	228-268	\$61,490	\$68,322	\$78,570
F	269-313	\$68,629	\$76,254	\$87,692
G	314-370	\$79,744	\$88,604	\$101,895
H	371-438	\$93,918	\$104,353	\$120,006
I	439-518	\$112,274	\$124,748	\$143,461

APPENDIX 2A

Appendix 2A: 10% Premium Positions (Utilities Market)

- Applications Support Analyst
- Controls Engineer
- Controls Engineer – Optimisation
- Coordinating Hydrographer
- Engineering Asset Management Supervisor
- Engineer – Electrical
- Graduate Engineer
- Hydro Maintainer – Greaser
- Hydro Maintainer – Civil
- Hydro Maintainer - Trade Assistant
- Hydro Maintainer - Stores Officer
- Hydrographer
- Leading Hydro Maintainer
- Manager Water Assets
- Network Administrator
- NOC Administrator
- Operations and Emergency Standards Coordinator
- Plant Access Coordinator
- Plant Engineer – Electrical
- Project Engineer
- Project Engineer - Scheme Modernisation
- Project Manager
- Regional Hydrographer
- Senior Communications Engineer
- Senior Engineer – Controls and Protection
- Senior Systems Engineer SCADA
- Site Supervisor – Projects
- Site Supervisor – Civil Projects
- Senior Project Manager – Communications
- Senior Technical Officer – Electrical
- Specialist Hydro Maintainer
- Specialist Hydro Maintainer – Civil
- Specialist Hydro Maintainer – Power Stations
- Specialist Applications Support Analyst
- Special Technician Performance Improvement
- Surveyor
- Systems Administrator
- Team Leader – Civil
- Team Leader – Hydrography
- Team Leader – Logistics
- Team Leader – SCADA Maintenance
- Technical Officer
- Technical Officer – Controls Data and Protection
- Technical Officer - Civil

- Technical Officer – Communications
- Technical Officer - Dam Safety
- Technical Officer – Mechanical/Electrical
- Technical Officer – Projects
- Technical Officer – Structures Surveillance
- Technical Specialist – SCADA
- Technical Specialist – Telecommunications
- Town Services Coordinator/Civil Technical Officer
- Water Resources Advisor

APPENDIX 2B

Appendix 2B: 20% Premium positions (Premium Market)

- Mechanical Tradesperson
- Electrical Tradesperson
- Specialist Tradesperson
- Team Leader - Mechanical
- Team Leader – Mechanical/Electrical
- Team Leader – Electrical
- Team Leader - Technical
- Hydro Maintainer - Technician
- Controls and Protection Plant Specialist
- Senior Telecommunications Specialist
- Technical Officer – Controls and Protection
- Technical Officer – Protection and Testing
- Technical Officer – Electrical
- Transformer Overhaul Specialist
- Project Support Officer – Cloud Seeding