



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

AusNet Transmission Group Pty Ltd and AusNet Electricity Services Pty Ltd T/A AusNet Services
(AG2017/1319)

AUSNET SERVICES - ASU/APESMA ENTERPRISE AGREEMENT 2017

Electrical power industry

COMMISSIONER ROE

MELBOURNE, 29 MAY 2017

Application for approval of the Ausnet Services - ASU/APESMA Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *AusNet Services – ASU/APESMA Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by AusNet Transmission Group Pty Ltd and AusNet Electricity Services Pty Ltd T/A AusNet Services. The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] Pursuant to s.205(2) of the Act, the model consultation term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[7] The Agreement was approved on 29 May 2017 and, in accordance with s.54, will operate from 5 June 2017. The nominal expiry date of the Agreement is 1 October 2019.



COMMISSIONER

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19 May 2017

Commissioner Roe
Fair Work Commission
11 Exhibition St,
Melbourne, VIC, 3000

Re: AG2017/1319 – S.185 Application, AusNet Services Undertaking

Dear Commissioner Roe,

I confirm that AusNet Services is willing to provide the following undertaking in relation to Clause 24 –Parental Leave:

AusNet Services undertakes that an employee's right to request further parental leave and any other conditions provided for by the Fair Work Act and the National Employment standards (NES) in relation to Parental leave will apply in addition to the provisions set out in the Agreement.

Sincerely,

A handwritten signature in black ink that reads "M. Butler". The signature is written in a cursive, flowing style.

Maryann Butler
Head of Workplace Relations.



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



Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

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Part 1 – Formal requirements

1. TITLE

This Agreement is made under the Fair Work Act 2009 and shall be known as the AusNet Services – ASU/APESMA Enterprise Agreement 2017.

2. ARRANGEMENT

See index.

3. APPLICATION AND PARTIES BOUND

This agreement shall be binding upon:

- 3.1 AusNet Transmission Group Pty Ltd (ABN 78 079 798 173) and AusNet Electricity Services Pty Ltd (ABN 91 064 651 118) and their business units (together the Company);
- 3.2 Any transmittee, assignee or successor of the Company;
- 3.3 Employees of the Company working within the scope of the Electrical Power Industry Award 2010, other than those covered by the AusNet Transmission Group and AusNet Electricity Services – ETU Enterprise Agreement 2013;
- 3.4 The Australian Municipal, Administrative, Clerical and Services Union; and
- 3.5 The Association of Professional Engineers, Scientists and Managers, Australia (Professionals Australia).

4. RELATIONSHIP TO AWARDS AND AGREEMENTS

This agreement expressly excludes and displaces all prior industrial agreements and awards and operates to the exclusion of the Electrical Power Industry Award 2010.

5. OPERATIVE DATE AND DURATION

This Agreement will come into effect 7 days after approval by Fair Work Commission and will have a nominal expiry date of 1 October 2019.

6. RENEGOTIATION OF AGREEMENT

The parties commit to a renegotiation commencing 6 months prior to the nominal expiry of the Agreement (i.e. 31 December 2019), with the aim of having a further agreement and associated wage increases ready to commence on 31 December 2019.

7. DISPLAY OF AGREEMENT

Copies of this Agreement will be displayed in places readily visible and accessible to all parties covered by this Agreement including electronic means.

8. NO EXTRA CLAIMS

It is agreed that for the term of this Agreement the parties will not pursue any extra claims.

9. DEFINITIONS

Union means the Australian Municipal, Administrative, Clerical and Services Union, and The Association of Professional Engineers, Scientists and Managers, Australia.

Basic weekly salary means the weekly salary payable to an employee without any additions.

Double time means the ordinary rate of pay multiplied by two.

Double time and a half means the ordinary rate of pay multiplied by two and a half.

The employer means an employer bound by this agreement and any successor, assignee or transmittee of the business or part of the business of the employer and the former State Electricity Commission of Victoria, in accordance with the provisions of the Fair Work Act 2009.

Employee means a person employed under this agreement.

Ordinary rate of pay means the sum ascertained by dividing the basic weekly salary plus temporary increment when applicable for a position by the number of ordinary weekly working hours specified for that position.

Ordinary time earning rate means the amount arrived at by multiplying the "ordinary rate of pay" by the employee's ordinary hours of duty.

Time and a half means the ordinary rate of pay multiplied by one and a half.

10. DISPUTE RESOLUTION

10.1 This procedure applies with respect to the following matters:

- (a) The terms of this agreement;
- (b) A matter that would fall within the scope of "permitted matters" as defined by the Fair Work Act 2009 (excluding "unlawful content" as defined by the Fair Work Act 2009); and
- (c) The National Employment Standards (including refusal of a request for flexible working arrangements or refusal of a request for an extension to unpaid parental leave).

10.2 In the event of a dispute in relation to a matter identified in clause 10.1, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant manager.

10.3 If such discussions do not resolve the dispute, then the matter will be escalated for discussions between the employee or employees concerned and more senior levels of management as appropriate.

10.4 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

10.5 If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution, initially by mediation and / or conciliation.

- 10.6 If the dispute or grievance is not settled as a result of conciliation either party may request that the Commission proceed to determine the dispute or grievance by arbitration.
- 10.7 The parties agree to be bound by any decision made by the Commission, subject to either party exercising a right of appeal against the decision to a Full Bench of the Commission.
- 10.8 If arbitration is necessary the Commission may exercise all the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 10.9 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to their health or safety.
- 10.10 The decision of the Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

11. GRIEVANCE PROCESS

Employees aggrieved by a management decision on a personal issue (not including terms and conditions) will have access to the relevant Human Resources Manager independent of the manager who made the decision. If after this process has been followed, and the parties genuinely trying to resolve the matter, the matter remains unresolved either party may refer the matter to be dealt with utilising the "Dispute Resolution Process above". This process is not a substitute for the provisions of the Disputes Procedure and an employee may bypass this procedure and utilise the Disputes Resolution clause of this Agreement.

Part 2– Types of employment

12. CONTRACT OF EMPLOYMENT

12.1 Fulltime Employment

- (a) Employment shall be by the fortnight and may be terminated at any time by the employer or the employee giving notice to the other in accordance with the provisions of the Fair Work Act 2009 or the payment or forfeiture of salary for the required notice period.
- (b) This shall not affect the right of the employer to dismiss any employee for serious misconduct, and, in such cases, salary shall be paid up to the time of dismissal only.
- (c) The employer may relieve an employee from duty where reasonable grounds exist for suspecting misappropriation of the employer's money or material or such misconduct or neglect of duty as would warrant the employee being relieved from duty immediately pending further inquiry. The period the employee is relieved from duty shall be without pay and, following the inquiry, the employer may dismiss the employee from the date the employee was relieved from duty, or reinstate the employee to duty from a date to be decided by the employer at the same or a lower classification, or reinstate the employee with restoration of salary lost during the period the employee was relieved from duty.
- (d) An employee who, without reasonable cause promptly communicated to the employer, reports for duty after the appointed starting time or ceases duty before the appointed finishing time, shall lose pay for the time of such non attendance, calculated to the nearest quarter of an hour.

12.2 Permanent part-time employment

- (a) Permanent part time employment is defined as employment on a continuing basis where a regular pattern of attendance is required.
- (b) Hours of work can be varied by mutual agreement.
- (c) A regular pattern of attendance does not necessarily mean that the same hours have to be rostered each week or fortnight.
- (d) Employees working on a permanent part time basis will be entitled to the same employment conditions and remuneration as for full time employees, but calculated on a pro rata basis. Superannuation benefits/contributions will be applicable on a pro rata basis.
- (e) Overtime rates apply for all hours worked in excess of ordinary hours on any day (i.e. 7.5 hours per day).
- (f) Permanent part time posts will have specifically defined duties and responsibilities and will be discrete posts.
- (g) No employee will be forced to convert from permanent full time employment to permanent part time employment or vice versa.

12.3 Casual employment

- (a) The employer may employ persons on a casual basis. A casual employee is one engaged by the hour and paid as such.
- (b) A casual employee for working ordinary time shall be paid per hour one thirty-seventh and a half of the weekly rate prescribed in this agreement for the classification of work performed plus a loading of 25%.
- (c) The casual loading is in lieu of weekend penalties, all paid leave and public holidays not worked and to compensate for the nature of casual employment.
- (d) Casual employees shall be provided with a minimum period of 3 hours employment on each engagement or will be paid for a minimum of three hours at the appropriate casual rate.
- (e) Notwithstanding anything to the contrary appearing elsewhere in this agreement, the services of a casual employee may be terminated by one day's notice on either side or by the payment or forfeiture of one day's salary as the case may be.
- (f) Casual employees shall be paid overtime for all hours worked in excess of ordinary hours on any day. Except as provided by clause 18 – Sundays and Public Holidays of this agreement, all time worked which is in excess of ordinary daily hours shall be paid at time and a half for the first two hours and double time thereafter.

12.4 Caring responsibilities

- (a) Casual employees are not entitled to personal leave, but subject to the evidentiary and notice requirements in this agreement, casual employees are entitled to not be available to attend work, or to leave work:
 - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death in Australia of an immediate family or household member.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

12.5 Flexitime

- (a) An employee may reach agreement with the employer in planning their daily arrival and departure times, and any half day or day absences. Any

variation in a work day must be subject to an employee's workload and obligations to the job, and approved in advance by their line manager.

- (b) Where a flexitime arrangement is agreed, an employee must record the hours of attendance via a time sheet, which is submitted weekly to, and approved by, their line manager.
- (c) When an employee is working under a flexitime arrangement, they must be on duty by 10.00 am, and can cease duty no earlier than 4.00 pm.
- (d) Each employee shall be responsible for working the required 75 ordinary hours per two weeks. A debit or credit of up to eight hours may be carried forward into the next two week period. Failure to record a minimum of 67 ordinary hours over the two week period will result in a deduction from pay or annual leave balance, to make up the shortfall in ordinary hours. An employee shall submit a leave form with or without pay to cover any deficit in hours.
- (e) An employee may, in consultation with the employer, be absent from work for two half days or one day within each two week period, subject to them having banked sufficient hours (in excess of the 75 hours) to allow this leave to be taken.
- (f) This scheme does not reduce the number of hours worked. Over each two week period an average of 37.5 hours per week must be worked. Overtime rates shall be paid where an eligible employee is specifically authorised to work overtime, but such overtime shall not be counted towards the 75 hour ordinary hours total.
- (g) The span of hours of work per day shall be from 6.00 am to 6.00 pm.

12.6 Remuneration Arrangements

- (a) Employees bound by this Agreement will be remunerated by either:
- (b) A base salary (and applicable work related allowances) as provided for in Part 5, Remuneration and Related Matters and Appendix -1,2 & 3 of this Agreement; or
- (c) Subject to the conditions set out in (d) and (e) below, in accordance with a fixed annual remuneration (FAR) that will be in compensation for all hours of work, including any requirement for work outside of ordinary hours, any requirement for shift work, superannuation and any allowance or payment which may otherwise apply.
- (d) The following provisions of this Agreement only shall apply to an employee in receipt of FAR:

Part 1, Formal Requirements;

Part 2, Types of Employment;

Clause 43, Introduction of Change;

Part 4, Leave Entitlements other than Clause 20.6, Annual Leave Loading;

Part 6, Work Related Provisions other than Clauses 60 -62;

Appendix 2, Income Protection Scheme;

Appendix 4, Safe Work Hours;

Appendix 5, Thermal Environment.

- (e) A FAR can only apply where there is a written agreement between the company and the employee, and subject to the following conditions:
 - (i) The FAR must provide for earnings that are overall no less than the employee would receive had they been remunerated in accordance with clause 12.6(b);
 - (ii) The FAR will be reviewed annually at which time an employee may elect in writing to be remunerated in accordance with clause 12.6(b), or continue with the FAR; subject to the change in remuneration under 12.6(b) being a return to the applicable classification rate set in this Agreement.
 - (iii) A FAR can generally only apply to employees in classifications as follows:
 - (A) Staff in Administrative functions who perform an extensive range of administrative duties that may require the application of specialist training or extensive experience to interpret advanced or complex problems.
 - (B) Specialist Technical staff where an employee has additional relevant qualifications or equivalent (post trade, technical or degree) and/or other structured training to enable the employee to provide expert technical guidance & perform a range of specialised engineering or technical duties.
 - (C) Professional/Managerial staff where experienced employees (with relevant degree qualifications or equivalent) plan, direct and conduct work without detailed supervision. The employee gives expert technical advice to management and other units and takes responsibility for development and provision of systems, facilities and functions.
 - (D) An employee who may also plan, direct, co-ordinate and supervise the work of other professional or technical employees.

Part 3 – Conditions

13. WORKING HOURS

13.1 Except as in clause 13.8, all ordinary hours of work shall be undertaken between the hours of 6.00 am to 6.00 pm Monday to Friday. The ordinary hours of work of full-time employees will average 37.5 hours per week.

13.1 (a) The following working arrangements will apply in particular locations by agreement between the employer and the employee:

(i) 10 day fortnight - 7.5 hours a day

(ii) 9 day fortnight/8.3 hour day with rostered day off (RDO) each fortnight.

(iii) When the RDO falls on a public holiday, another day shall be substituted by agreement.

(b) An employee may request to work a 9 day fortnight where the operational work requirements will not be disrupted by such an arrangement. If the request is not agreed to by the employer, the employee should be provided with the reasons why it cannot be supported due to impact on the business.

13.2 Except as in clause 12.5:

(a) The precise starting time will be arranged between the majority of the affected group of employees and the employer representative, recognising the operational requirements and the employee's needs.

(b) The usual start time can be varied dependent upon the work requirement, although this is not intended to place an unusual hardship upon any employee if they have family/caring responsibilities.

(c) Where operational needs require an ad hoc alteration of ordinary working hours such hours may be varied by the employer providing five day's notice (or less if agreed with affected employees) of any change in the regular start time.

13.3 Following negotiations and agreement between the employees and the company, employees may work in excess of normal hours a day or work on weekends and accrue "time off" to be taken at a later date. Time off shall accrue at the appropriate rate. Accrued time off must be kept to below 5 days a year.

13.4 Where a 9 day fortnight is worked and an RDO is accrued, it is recognised that these days may be taken each fortnight or can be banked.

(a) RDO's can be changed through agreement with employees and in consideration of operational requirements.

(b) Following negotiation and agreement between the employer and the employee, RDO's may be banked as required during busy periods. They should then be taken at a mutually convenient time to maximise productivity, provided that no more than five (5) such RDO's are banked in any calendar year, and at least one RDO is taken per month.

- 13.5 By no later than 30 November each year all employees will be notified by the employer of their banked RDO's and the employer shall make the necessary arrangements for those banked RDO's to be taken over the following three months.
- 13.6 Any days beyond these agreed five banked days will be paid at appropriate penalty rates.
- 13.7 Banked RDO's will be recorded in the Company leave system and will be taken by application in the same way that days in lieu are taken.
- 13.8 The following applies to all employees working in the Call Centre and associated group. Any reference to the Call Centre and associated group incorporates the staff members who perform fault and emergency response activities from the Network Operations Centre. That is: staff members were previously located at South Morang and part of the former Global Customer Solutions Group, of Eastern Energy/TXU.
 - (a) All ordinary hours of work shall be undertaken between the hours of 7.00 am to 11.00 pm Monday to Saturday. The ordinary hours of work of full-time employees will average 37.5 hours per week.
 - (b) Work performed on a Sunday or Public Holiday will be paid at an amount equal to current penalty rates.
 - (c) Employees on shift will remain on current shift allowances unless altered by negotiations between employees, management and the employee's representative if they elect to use one.
- 13.9 It is agreed that employees should not work for extended periods without a break. The tolerance for extended hour work will be different for each employee. If an employee is required to work extended hours it should be in line with the Safe Hours Policy (Refer Appendix4).
- 13.10 For employees within the Transmission division, it is agreed that employees (excluding VNSC shift workers) cannot work more than 15 (fifteen) hours straight. After completing 15 (fifteen) hours employees must be relieved of their duties and sent home for their 10 hour break.

14. OVERTIME

14.1 Requirement to work reasonable overtime.

- (a) The company may require an employee to work reasonable overtime at overtime rates.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) Any risk to employee's health and safety;
 - (ii) The employee's personal circumstances including any family responsibilities;
 - (iii) The need of the workplace or enterprise;
 - (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;

- (v) The usual patterns of work in the industry;
- (vi) The employee's role and responsibilities; and
- (vii) Any other relevant matter.

14.2 Payment for working overtime

- (a) In computing overtime, each day's work shall stand alone.
- (b) Overtime shall be paid to the nearest quarter of an hour, and shall be calculated at the ordinary rate of pay the employee is receiving at the time overtime is worked.
- (c) The penalties of this clause are not cumulative so as to exceed a maximum payment of double time.
- (d) Except for work on Sundays and public holidays, all time worked which is in excess of or outside the ordinary weekly hours shall be paid at time and a half for the first two hours worked and double time thereafter. Such double time to continue until the completion of the overtime worked.
- (e) Provided that all time worked by a shift work employee which is in excess of or outside the ordinary rostered hours, shall be paid at double time except when the time worked is:
 - (i) by arrangement between the employees themselves; or
 - (ii) for the purpose of effecting the customary rotation of shifts; or
 - (iii) subject to clause 18 - Sundays and public holidays of this agreement.

14.3 Call back

- (a) An employee, not on availability duty, called back to work unplanned overtime after ceasing work shall be paid at double time for all time worked with a minimum payment of four hours. Any subsequent calls must fall outside the qualifying four hour period before attracting further payment.
- (b) Except in the case of an employee rostered for duty officer or availability duty, overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of 14.5 - Rest periods hereof, when the actual time worked is less than three hours on such recall or on each of such recalls.
- (c) Pre arranged work means planned or programmed work and includes switching associated with tree clearing, line construction, etc., and switching and supervision associated with planned maintenance. It does not include work associated with emergency situations, e.g. storm damage, accident damage by fire or motor vehicles, etc.

14.4 Scheduled or planned overtime

- (a) Monday to Friday

The rate of pay for scheduled or planned overtime shall be time and half for the first two hours and then double time thereafter, such double time to continue until the completion of the overtime worked.

Except that, for employees who are engaged in field work, working in field related activities and in receipt of the PIA, then they shall be paid at the rate of doubletime for all overtime, except on public holidays, when the rate will be doubletime and a half.

(b) Saturday and Sunday Work & Public Holidays

An employee required to work scheduled or planned overtime on a Saturday, Sunday or public holiday, shall be afforded at least 4 hours work or paid 4 hours at the appropriate overtime rate, except where such work is continuous with overtime commenced on the previous day or unless such planned overtime is cancelled with 24 hour notice.

14.5 Rest periods

- (a) Except as provided in 14.5(c) and 14.5(d) hereof, an employee shall be entitled to ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence in the following circumstances:
 - (i) where an employee works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times; or
 - (ii) where an employee not engaged on continuous shift work works overtime on a Sunday or public holiday which continues after 9.30 pm.
- (b) If an employee is instructed by the employer to resume or continue work without having had such ten consecutive hours off duty, the employee shall be paid at double time until released from duty and shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) The provisions of 14.5(a) and 14.5(b) hereof shall apply in the case of employees when rostered for duty officer or availability duty as if eight hours were substituted for ten hours, when performing other than pre arranged work.
- (d) The provisions of 14.5(a) and 14.5(b) hereof shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked:
 - (i) for the purpose of changing shift rosters; or
 - (ii) where a shift is worked by arrangement between the employees themselves.

14.6 Penalty Payments

If an employee is instructed by the employer to resume or continue work without having the relevant rest period, the employee shall be paid at double time until released from duty and shall be absent until the employee has had the applicable

rest period without loss of pay for ordinary working time occurring during such absence.

14.7 Time off in lieu of overtime

Where overtime is worked and payment is due in the terms of this clause, time off in lieu may be granted on the following basis:

- (a) One day off in lieu may be substituted for a portion of the payment due with the balance of the payment being made in money where:
 - (i) at least a full day (7.5/8/8.3 continuous hours) of overtime is worked on a Saturday or Sunday by daywork employees; or
 - (ii) at least a full shift (7.5/8/8.3 continuous hours) of overtime is worked on a rostered day off by a shift work employee, or where a shift work employee works a double shift in the absence of the incoming shift relief.
- (b) A maximum to ten such days off shall be granted in any year. The year period for the granting of the maximum of ten days will be the leave year for each employee. The taking of time is subject to operational requirements.
- (c) The granting of such time off shall not be used as a basis to increase the number of employees located at any establishment.

14.8 Transport of employees

When an employee, after having worked overtime, or a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide conveyance to the employee's home, or pay the employee the appropriate travelling time rate of pay for the time reasonably occupied in reaching home.

15. AVAILABILITY DUTY

15.1 For the purpose of this clause:

- (a) Availability duty means that the employee shall be continuously available outside normal working hours. An employee on availability duty shall not be required to remain at home, but shall ensure contact, by telephone or other means, is available to enable duty to be taken up within fifteen minutes.
- (b) Duty officer means an employee who, in addition to being continuously available outside normal hours, is required to remain at home to be instantly available for duty.
- (c) The Availability Allowance will be paid as a weekly allowance.
- (d) The Allowance will be paid on the basis of the employee being available to perform after hours response work (as per 15.1(a) above) over a 7 day week, and based on the number of employees on the roster they are required to work.

- (e) An employee who is not rostered to work on availability, who is asked to make themselves available for after hours work during the week, shall receive a daily allowance at a pro rata amount of the roster rate, for the number of days that they are required to be available.
 - (f) Where an employee is required to be available on a weekend and is not rostered on availability, they will receive a weekend daily rate as per Appendix 3.
- 15.2 Availability work patterns are to be as directed by the business, in line with operational requirements.
- 15.3 Employees who are rostered to work on availability will be provided with a Company vehicle for the period they are rostered on, to ensure they can respond to call outs as required.
- 15.4 In addition to employees being required to work a reasonable amount of overtime arising from planned and unplanned work in usual operations each employee covered by the Agreement may be requested (subject to business needs) to make themselves available to be on an after hours availability roster for 4 weeks in any 12 months. This voluntary commitment is for those who do not currently participate in any after hours response rosters.
- 15.5 It is recognised that the introduction of a voluntary participation in after hours response may require some employees to receive additional training or work task exposure to ensure they are familiar with, and confident to deal with, after hours faults.
- 15.6 Where there are insufficient internal resources for after hours availability, the parties recognise that the after hours response can be supplemented by external resources as required.
- 15.7 Where an employee on availability commences overtime continuous with normal hours, as a result of work issued during normal hours, payment shall be for actual time at time and a half for the first two hours and double time thereafter. However, should the employee receive a call out whilst completing that overtime then the minimum overtime payment of two hours at double time shall commence from the time of receipt of the call out.
- 15.8 The company will endeavour to minimise the issue of work for overtime continuous with normal time to employees on availability to assist those employees having a break immediately after normal hours.
- 15.9 **Call Outs**
 - (a) All call-outs on availability shall be paid a minimum of two hours at double time.
 - (b) Additional call outs received within a previous minimum two hour call out period are to be paid as actual time for the time worked in excess of the original two hour period.
 - (c) Any subsequent call outs must fall outside the qualifying two hour periods before attracting a further minimum payment.
 - (d) An employee who is called out to work overtime which runs into normal start time shall be paid double time for actual time worked up to normal

starting time. Such employee will continue to work the normal day at the normal rate of pay.

- (e) Emergency work, which is started in ordinary time and continues into overtime, will be paid at normal overtime rates outside of normal working hours as per this agreement for the duration of the task.
- (f) Call-outs to work overtime which run into normal start time shall be paid at double time for actual time worked up to normal starting time.
- (g) The minimum payment for non-availability employees who are called back to work after leaving work for the day shall be four hours at double time.

15.10 Availability Allowances

- (a) From the date of the making of this agreement, allowances paid for Availability shall be adjusted by the percentage wage increase specified in this agreement. The schedule of availability payments is attached at Appendix 3.

15.11 Work performed at home

- (i) An employee on duty officer/availability duty who performs work at home or any place away from normal work places, in response to a telephone call or an alarm signal concerning faulty conditions or interruptions to supply, shall be regarded as being on overtime for the period or periods concerned.
- (ii) Work shall mean the making of necessary arrangements for other employees to attend to or otherwise deal with the said faulty conditions or interruptions to supply, or to give directions and/or instructions to other employees who are at work.
- (iii) Payment shall be made for a minimum of one hour at the appropriate rate for such work performed during each 24 hour period from midnight to midnight. Provided that for subsequent calls within one hour of a qualifying call, only one minimum payment shall apply. Provided further that where such work and a recall to work overtime under 14.3 hereof, are both performed within a time of one hour, then only one minimum payment shall be made.

16. MEAL BREAKS

16.1 General

- (a) Meal breaks shall be taken in accordance with the agreed hours of work in each location.
- (b) An employee shall not be compelled to work for more than five hours without a break for a meal.
- (c) If at the direction of the employer an employee is required to work during the normal meal break, then until a meal break is allowed, time and a half rates shall be paid.
- (d) A shift work employee shall receive a crib break which shall count as time worked.

- (e) The employer and an employee may agree to any variation of the provision contained in this clause to meet the circumstances of the work in hand, provided that the employer shall not be required to make any payment in respect of any crib time allowed in excess of twenty minutes.

16.2 Work which is continuous with ordinary hours

- (a) An employee who is required to work overtime for not less than two hours but not more than four hours before or after working ordinary rostered hours shall receive during such overtime:
 - (i) a crib time of twenty minutes which shall count as time worked; and
 - (ii) a meal provided by the employer, or a meal allowance.
- (b) Where the overtime is to continue after the fourth hour (and after each subsequent four hours) the employee shall receive:
 - (i) a crib time of twenty minutes which shall count as time worked; and
 - (ii) a meal provided by the employer, or a meal allowance.

16.3 Called back to work at other times

- (a) An employee who is required to return to work:
 - (i) outside ordinary hours; or
 - (ii) on a Saturday, Sunday, public holiday, rostered day off or special day off;
- (b) Where the work is to continue after the fourth hour (and after each subsequent four hours) shall receive:
 - (i) a crib time of twenty minutes which will count as time worked; and
 - (ii) a meal provided by the employer, or a meal allowance.

The entitlements as prescribed in 16.2 and 16.3 hereof shall apply to employees rostered on availability duty and as duty officers.

17. SHIFT WORK

The employer may require any employee to undertake shift work under the conditions expressed in this clause.

17.1 Definitions

For the purpose of this clause:

- (a) Afternoon shift means any shift finishing after 6.00 pm and at or before midnight.
- (b) Night shift means any shift finishing after midnight and at or before 8.00 am.
- (c) Rostered shift means a shift of which the employee concerned has had at least 48 hours notice.

17.2 Hours

- (a) The ordinary hours shall be 37.5 per week and may be spread over the full cycle of the roster, provided that the average hours per week shall not exceed 37.5.
- (b) Except where provided elsewhere in this agreement, a shift shall consist of not more than eight hours, including crib time which shall be counted as time worked.
- (c) Except at the regular changeover of shifts, an employee shall not be rostered to work more than one shift in each 24 hours.

17.3 Rosters

- (a) There shall be a roster of shifts which shall provide:
 - (i) for either one shift, or two shifts, or three shifts;
 - (ii) for rotation of two shifts or three shifts;
 - (iii) for not more than 8 shifts to be worked in any 9 consecutive days or in the case of a 12 hour shift roster not more than 5, 12 hour shifts in any 9 consecutive days; and
 - (iv) commencing and finishing times of ordinary working hours of the respective shifts.
- (b) Rosters shall not be changed without the employees concerned having received four weeks notice provided that by agreement a roster may be changed at shorter notice. This subclause shall be read and construed as applying to the roster and not the individual employee.

17.4 Variation by agreement

- (a) The method of working shifts and commencing and finishing times may be varied by agreement between the employer and the concerned union to suit the circumstances of particular work locations.
- (b) Subject to the approval of the employer, employees may, by agreement, exchange shifts and days off, but in these circumstances pay shall be as if the work had proceeded according to the roster.

17.5 Shift allowances

- (a) **Three-shift work**
 - (i) A shift allowance of an amount equivalent to 6.23% of the pay rate per week for step 5 of band 1 shall be paid for each night shift worked and a shift allowance of an amount equivalent to 5.20% of the pay rate per week for step 5 of band 1 shall be paid for each afternoon shift worked but shall not be paid for such shifts worked on Saturdays, Sundays and public holidays.
 - (ii) This payment shall also be paid for such afternoon shifts rostered during periods of recreation, sick and long service leave, but shall not be paid for such shifts worked on Saturdays, Sundays or public holidays.
- (b) **Two shift work**

- (i) A shift allowance of an amount equivalent to 3.26% of the pay rate per week for step 5 of band 1, shall be paid for each afternoon shift worked. This payment shall also be paid for such afternoon shifts rostered during periods of recreation, sick and long service leave, but shall not be paid for such shifts worked on Saturdays, Sundays and public holidays.
- (ii) Note: By agreement between the employer and the union, the payments above have been substituted by an average amount paid on a weekly basis. This amount is equivalent to 13% and 8% of the pay rate per week for step 5 of band 1, for 3 shift work and 2 shift work, respectively. Such payment shall be included for the calculation of recreation, sick and long service leave payments, but shall not be paid for such shifts worked on Saturdays, Sundays, public holidays or on an overtime shift. By agreement these average amounts are to be calculated to the nearest dollar amount.

17.6 Weekend penalty rates

- (a) An employee rostered to work Saturday or Sunday shifts shall, for all such shifts worked, be paid at the ordinary rate of pay (refer 17.14 hereof and clause 18 – Sundays and public holidays of this agreement) and, in lieu of weekend penalty rates, shall be paid an additional amount calculated in accordance with the following percentages of basic weekly salary.

Incidence of weekend work	Addition %
3 out of 5 Saturdays and Sundays	19.0
2 out of 3 Saturdays and Sundays	21.0
3 out of 4 Saturdays and Sundays	23.5

- (b) This amount shall be included for the calculation of recreation, sick or long service leave but shall be excluded from any payment in lieu of long service leave.

17.7 Penalty shift

- (a) An employee who is:
 - (i) transferred from day work to shift work; or
 - (ii) transferred from one roster to a different roster; or
 - (iii) transferred to another shift within the roster;
 - (iv) transferred to an unrostered shift;

shall be paid either:

- (v) an additional 100% of the ordinary rate of pay for any day, afternoon or night shift worked after the transfer of which the employee did not receive 48 hours notice; or

- (vi) an additional 50% of the ordinary rate of pay for any day, afternoon or night shift worked after the transfer of which the employee did not receive 72 hours notice.
- (b) The penalty shall be paid in addition to any shift allowance payable, or to any penalty rate applicable to weekend or public holiday work.

17.8 Night shift

An employee who:

- (a) during a period of engagement on shift, works night shift only; or
- (b) remains on night shift for a longer period than four consecutive weeks; or
- (c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give at least one third of the working time off night shift in each shift cycle;

shall be paid 30% more than the ordinary rate of pay for all time worked on such night shift.

17.9 Afternoon shift

An employee who:

- (a) during a period of engagement on shift, works afternoon shift only; or
- (b) remains on afternoon shift for a longer period than four consecutive weeks; or
- (c) works on an afternoon shift which does not rotate or alternate with another shift or with day work so as to give at least one third of the working time off afternoon shift in each shift cycle;

shall be paid 15% more than the ordinary rate of pay for all time worked on such afternoon shift.

17.10 Twelve hour shifts

The following conditions of employment relating to employees working a twelve hour shift roster shall apply in lieu of other award conditions:

(a) Definitions:

- (i) A twelve hour shift shall, within this agreement mean, any shift roster which requires the manning of a post(s) 24 hours per day, seven days per week and which has as its normal rostered shifts a duration of approximately twelve hours.
- (ii) The ordinary working hours of any employee involved in a twelve hour shift shall be 37.5 per week and may be spread over the full cycle of the roster, provided that the average hours per week shall not exceed 37.5.
- (iii) Locally accepted relief systems shall continue to operate, however, local arrangements must be developed to cover such instances as short notice sick leave in areas where continuous manning is required. This is to ensure that employees are not required to work

back after the completion of their normal rostered shift longer than is necessary (refer 17.10(c) hereof).

- (iv) Employees engaged in a twelve hour shift shall not be rostered to work more than five consecutive shifts, during which period every endeavour shall be made to ensure employees are not required to work more than two consecutive night shifts.
- (v) The roster shall provide for a minimum twelve hour break between consecutive rostered shifts.
- (vi) The method of working shifts and commencing and finishing times may be varied by agreement between the employer and the accredited representative of the employee/s concerned to suit the circumstances of particular work locations.
- (vii) Subject to the approval of the employer, employees may, by agreement, exchange shifts and days off, but in these circumstances pay shall be as if the work had proceeded according to the roster.

(viii) Crib time

Each twelve hour shift shall be inclusive of a total of 30 minutes taken for consumption of meals in accordance with local agreements. This may be taken in two periods subject to mutual agreement. Such crib time shall be counted as time worked.

(b) Shift payments and allowances

(i) Shift allowance

The shift allowance applicable to three shift workers shall apply to shift workers who work the standard two shift 24 hour regularly rotating roster.

(ii) Weekend penalty payments

- (A) Such payments shall be made in accordance with existing agreement entitlements for Saturday and Sunday work.
- (B) Agreements reached between the employer and the unions to average these payments on a weekly/fortnightly pay basis shall continue.

(c) Overtime

(i) Conditions

- (A) Agreement provisions shall apply to twelve hour shift workers who are required to work in excess of their normal rostered twelve hours.
- (B) No greater than four hours overtime in addition to a normal twelve hour rostered shift shall be required of any twelve hour shift worker. Every effort shall be made to confine such overtime to two hours in order for a ten hour rest to be observed.

(ii) Rest period

The Agreement provisions relating to rest periods shall apply.

(iii) Meal allowances

- (A) The value of meal allowances shall be those as prescribed in this Agreement as varied from time to time.
- (B) Meal allowances will not be payable during a normal rostered twelve hour shift. A meal allowance shall be payable if employees are required to work for not less than two hours in addition to a normal roster twelve hour shift.
- (C) A maximum of two meal allowances will be paid for a twelve hour overtime shift which is worked on a rostered day off.

(iv) Compensating days off

- (A) For the purposes of twelve hour shift work, the parties have agreed that the number of compensating days (CDO's) shall be four twelve hour shifts. This is on the following basis:
 - (1) 6 CDO's x 8 hours = 48 hours
 - (2) 4 CDO's x 12 hours = 48 hours
- (B) The parties recognise that eligibility for CDO's remains, as previously agreed, under the 1980 Shorter Hours Agreement.

(v) Time off in lieu

Refer 010 (e) hereof for details.

(d) Public holidays

(i) Payment for work on public holidays

- (A) The rate of double time and a half shall apply to a shift work employee for work on a rostered shift, the major portion of which is performed on a holiday as prescribed.
- (B) For twelve hour shift workers with commencing times of 6.00 am/6.00 pm public holiday entitlements will be payable to the shift worker whose shift is rostered to commence on the public holiday.

- (ii) Employees engaged in a twelve hour shift roster and who are rostered on on a public holiday shall be paid the normal shift pay plus one and one half shifts' pay at ordinary rates. Such employees, if they so desire, may waive their entitlement to part or all of this additional pay and take in lieu an equivalent leave credit, i.e. employees rostered on may take in addition to their normal shift pay:

- (A) a leave credit of one and one half shifts; or
- (B) a leave credit of one shift plus an additional half shifts' pay; or

- (C) a leave credit on one half shift plus an additional one shifts' pay.
- (iii) Employees who are engaged in a twelve hour shift roster and who are rostered off on a public holiday, shall, at the discretion of the employee, be:
 - (A) paid an additional eight hours pay at their ordinary rate of pay; or
 - (B) credited with eight hours leave in lieu thereof, which shall be taken at a mutually convenient time or when recreation leave is next taken.
- (iv) Work on rostered day off days that fall on a public holiday

Where it is necessary for a shift work employee, who is rostered off, to work on a shift that attracts public holiday entitlements that employee shall in addition to the employee's normal days pay, receive an eight hours leave credit and payment for one and a half shifts.

(e) Time off in lieu

A maximum of seven twelve hour shifts shall be granted in any year. The year period for granting of the maximum seven shifts will be the leave year for each employee.

(f) Leave entitlements

- (i) The following leave entitlements for twelve hour shift workers should be read in conjunction with clauses 21 – Sick Leave, 27 – Special Leave and 18 – Sundays and Public Holidays of this agreement.
 - (A) The entitlement of 200 rostered ordinary hours of leave (15 x twelve hour shifts) currently applicable to shift workers engaged on three shift work or shift work which is regularly rostered on Sundays and public holidays shall continue to apply.

(ii) Sick leave

All employees:

- (A) on engagement - 7 shifts of 12 hours per shift;
- (B) on completion of 12 months service up to 48 months service - 8 shifts of 12 hours per shift;
- (C) on completion of each 12 months service, after 48 months service -10 shifts of 12 hours per shift.

(D) Absence

Employees shall not be entitled to payment for absences on sick leave unless they produce an acceptable medical certificate, except that:

- (1) for an absence up to two days no evidence is required. However, where such absences exceed one week in aggregate in any one year of service then they must produce a medical certificate or statutory declaration or exercise the option of taking leave without pay or recreation leave for the number of days' absence in excess of one week, for an absence exceeding two twelve hour shifts a satisfactory certificate by a duly qualified medical practitioner is to be furnished setting out the cause and probable duration of such absence provided that if the absence exceeds two twelve hour shifts and is not more than three twelve hour shifts a statutory declaration may be accepted if a satisfactory explanation can be given why a medical certificate is not submitted; and
- (2) for an absence exceeding three twelve hour shifts a satisfactory medical certificate MUST be produced.
- (iii) **Special leave conditions**
 - (A) **Compassionate leave**

Leave up to two twelve hour shifts without loss of pay.
 - (B) **Unexpected critical illness**

Leave up to two twelve hour shifts without loss of pay.
 - (C) **Attendance of court**

Employer special leave provisions apply refer clause 28 – Special Leave of this agreement.
 - (D) **Transfer**

Leave up to two twelve hour shifts without loss of pay.
 - (E) **Accidents**

Employer special leave provisions apply refer clause 28 – Special Leave of this agreement.
 - (F) **Defence force training**

For the purposes of defence force training entitlements three twelve hour shifts shall be interpreted as one week. Leave of absence with pay may be granted for six twelve hour shifts in any year for the purpose of attending an annual training camp. A further three twelve hour shifts a year for the same purpose on the certification of the commanding officer may be granted if required.
 - (G) **Department of Veterans' Affairs attendance**

Leave up to one twelve hour shift without loss of pay may be granted.
 - (H) **Councillors**

Employer special leave provisions apply refer clause 28 –
Special Leave of this agreement.

(g) Training

- (i) As far as possible, training will be arranged on rostered on shifts.
- (ii) Where such training does not extend for the full shift, employees will wherever practicable, complete the balance of their shift at their normal work location.
- (iii) Where employees are called to participate in training on rostered off days they will be paid for actual hours worked or by mutual agreement shall receive equivalent compensating time off.

(h) Emergency reliefs

- (i) The parties to this agreement accept that employees engaged in twelve hour shift work will provide emergency relief from within their shift groups.
- (ii) Local relief systems shall continue to operate, however, local arrangements must be developed to cover such instances as short notice sick leave in areas where continuous manning is required.
- (iii) Local arrangements within each twelve hour shift group will embrace certain practices peculiar to these work locations. The following is an example of call in arrangements.
- (iv) A call in guide will be used for employees not wishing to express an interest to work overtime on their rostered days off. It will be each person's responsibility to ensure that the register is correctly filled in indicating the shifts that they will be unavailable to work overtime on.
- (v) Unless exceptional circumstances exist, a person should not be asked to work overtime outside of their second or third days off (i.e. should not be asked to work overtime on their first or fourth days off).
- (vi) Where possible, overtime will be equalised.

17.11 Temporary shift work

- (a) An employee required to transfer from day work to temporary shift work shall be paid the appropriate shift allowance and, in addition:
 - (i) at the rate of time and a half for the first four hours and double time thereafter for each afternoon or night shift; and
 - (ii) at the rate of double time and a half for each shift worked on a public holiday.
- (b) Other shifts shall be paid for at the ordinary rate, provided that twelve hour periods shall be paid as afternoon and night shifts, as provided above. For the duration of the temporary shift roster, all overtime worked shall be paid for at the rate of double time.

- (c) A shift roster to cover the period of temporary shift work shall be posted. The duration of the roster shall not exceed eight weeks.
- (d) At least 72 hours notice of the working of temporary shift shall be given, otherwise 50% of the ordinary rate of pay shall be paid for all time worked of which an employee did not receive 72 hours notice. Where an employee did not receive at least 48 hours notice of the working of temporary shift an additional 100% of the ordinary rate shall be paid for all time worked for which the 48 hours notice was not received.
- (e) The parties to this agreement agree that certain local agreements relating to temporary shift work shall continue to operate.

17.12 Daylight saving

Notwithstanding anything contained elsewhere in this agreement, in any area where by reason of legislation, summer time is prescribed as being in advance of the standard time, the length of the shift:

- (a) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
- (b) commencing on or before the time prescribed by such legislation for the termination of a summer period,

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end, the time of the clock in each case is to be set to the time fixed pursuant to the relevant legislation.

In this subclause, the expressions standard time and summer time shall have the same meaning as prescribed by the relevant legislation.

17.13 Overtime

Refer to clause 14 – Overtime of this agreement.

17.14 Saturday work – rostered shift

- (a) The minimum rate to be paid to a shift work employee for work on a rostered shift performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in 17.5 hereof.
- (b) The minimum rate shall be included for the calculation of recreation, sick and long service leave, but shall be excluded from any payment in lieu of leave.

17.15 Sundays and public holidays

Refer to clause 18 – Sundays and Public Holidays of this agreement.

18. SUNDAYS AND PUBLIC HOLIDAYS

- 18.1 An employee shall be entitled to the following public holidays without loss of pay:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup Day, Christmas Day and Boxing Day.

- 18.2 When Christmas Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 27 December.
- 18.3 When Boxing day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on 28 December.
- 18.4 When New Year's Day or Australia Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on the next Monday.
- (a) Notwithstanding the provisions of this clause, an employee required to work on 25 December shall be entitled to payment as prescribed by this clause for public holiday work, including the appropriate minimum payment for call back where applicable.
 - (b) Provided that where 25 December falls on a Sunday and another day is substituted as a holiday for 25 December, then an employee who works on 25 December shall not be paid in addition at the holiday rate on the said substituted day of the employee works on that day. The payment for duty on the said substituted day shall be in accordance with this clause for Sunday work.
 - (c) Provided further that where 25 December falls on a Saturday and another day is substituted as a holiday for 25 December, then an employee who works on 25 December shall not be paid in addition at the holiday rate on the said substituted day if the employee works on that day. The payment for duty on the said substituted day shall be in accordance with clause 14 – Overtime of this agreement.
 - (d) Provided that existing entitlement of an employee to elect to be granted time off in lieu of part payment for work performed on public holidays shall continue to apply.
- 18.5 Where in the State of Victoria, public holidays are declared or proclaimed on days other than those set out in 18.1 hereof, those days shall constitute additional holidays for the purpose of this agreement.
- 18.6 The relevant parties to this agreement may substitute another day for any prescribed in this subclause.
- (a) The employer and the employees may agree to substitute another day for any prescribed in this subclause. For this purpose, the consent of the majority of affected employees shall constitute agreement.
 - (b) An agreement pursuant to 18.4(b) hereof shall be recorded in writing and be available to every affected employee.
 - (c) The relevant parties to this agreement shall be informed of an agreement pursuant to (a) hereof and may within seven days refuse to accept it.
 - (d) If a relevant party, pursuant to (c) hereof, refuses to accept an agreement, the parties will seek to resolve their differences to the satisfaction of the employer and the employees.

- (e) If no resolution is achieved pursuant to 18.46(a) hereof, the employer may apply to Fair Work Commission for approval of the agreement reached with the employees. Such an application must be made fourteen or more days before the prescribed public holiday. After giving the employer and the employee representatives an opportunity to be heard, Fair Work Commission will determine the application.

18.7 Payment for work on Sunday – daywork employee

- (a) An employee shall be paid at the rate of double time for all work performed on Sundays, i.e. between midnight Saturday and midnight Sunday; such double time:
 - (i) to be both the minimum and maximum; and
 - (ii) to continue until the employee is relieved from duty.
- (b) Where work is performed on a Sunday and payment is due, time off in lieu may be granted under the provisions prescribed in clause 14.7 – Time off in lieu of overtime.
- (c) The ten day limit is inclusive of both Saturday and Sunday overtime.

18.8 Payment for work on Sundays – shift work employee

- (a) The rate of double time shall apply to a shift work employee for work on a rostered shift, the major portion of which is performed on a Sunday.
- (b) Where a shift commences between 11.00 pm and midnight on a Sunday, the time so worked before midnight shall not entitle the employee to the Sunday rate; provided that the time worked by an employee on a shift commencing before midnight Saturday and extending into a Sunday shall be regarded as time worked on such Sunday.
- (c) This rate shall be included for the calculation of recreation, sick and long service leave but shall be excluded from any payment in lieu of long service leave.
- (d) Where work is performed on a Sunday and payment is due, time off in lieu may be granted under the provisions prescribed in clause 14.7 – Time off in lieu of overtime.
- (e) The 10 day limit is inclusive of both Saturday and Sunday overtime.

18.9 Payment for work on public holidays – day work employee

- (a) An employee shall be paid at the rate of double time and a half for work done on a public holiday, such double time and a half to continue until relieved from duty.
- (b) Where work is performed on a public holiday and payment is due, time off in lieu may be granted on the following basis:

One day off in lieu may be substituted for a portion of the payment due with the balance of the payment being made in money where at least a normal day is worked.

18.10 Payment for work on public holidays – shift work employee

- (a) The rate of double time and a half shall apply to a shift work employee for work on a rostered shift, the major portion of which is performed on a holiday as prescribed.
- (b) Where a shift commences between 11.00 pm and midnight on a public holiday, the time so worked before midnight shall not entitle the employee to the holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a holiday and extending into a holiday shall be regarded as time worked on such holiday.
- (c) In addition to the normal day's pay, a shift work employee who is rostered on and works the normal hours on a public holiday may, if so desired, waive the entitlement to payment and receive in lieu either:
 - (i) a day off, together with an additional half day's pay; or
 - (ii) one and a half days off.
- (d) In such cases, time off in lieu should be cleared as soon as possible.
- (e) By mutual agreement, and where it is practicable, a shift work employee who would normally be rostered for duty on a shift which falls on a public holiday, may observe the public holiday.

18.11 Work on rostered off days that fall on a public holiday – shift work employee

Where it is necessary for a shift work employee, who is rostered off, to work on a shift that falls on a public holiday then in addition to the employee's normal days pay and day off in lieu, an employee will receive one and a half day's pay.

18.12 Rostered off on a public holiday – shift work employee

A shift work employee who is rostered off on any of the holidays in clause 18.1 hereof and who does not work shall, at the discretion of the employee, be:

- (a) paid an additional day's pay at the ordinary rate of pay; or
- (b) credited with a day's leave in lieu thereof which shall be taken at a mutually convenient time or when recreation leave is next taken.

18.13 Absence before or after a public holiday

Where an employee is absent from work on any part of the working day before or after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

19. ADDITIONAL HOLIDAY – DISTRIBUTION DIVISION

Employees employed under the terms of this Agreement in the Distribution division, will be entitled to additional holidays as follows:

An additional holiday will be granted to all employees the day after Boxing Day or the day after the substituted day for Boxing Day. Such day will be considered to be the same as a Public Holiday under the Award.

Part 4 – Leave Entitlements

20. ANNUAL LEAVE

20.1 Leave Entitlements

Subject to this clause, a full time employee shall be entitled to a total of 150 hours annual leave per year of completed service.

20.2 Payment for leave

- (a) Payment during leave shall be at the ordinary rate of pay which the employee is being paid immediately prior to the time of commencing annual leave so that there shall be no deduction from the ordinary pay by reason of such leave.
- (b) An employee receiving an allowance on a continuous basis shall continue to receive the allowance on all authorised paid absences on annual leave, subject in the case of an employee directed by the employer to carry out the duties of a position classified in a higher pay band for a day or longer, to the employee resuming duties in the Higher Band on completion of the leave.

20.3 Main Conditions

- (a) Applications for leave shall be made on the prescribed forms and approved before leave is taken.
- (b) Acceptance of paid employment during a period of leave is not permitted. Failure to comply with this condition will be treated as a breach of discipline.
- (c) Any public holiday to which an employee is entitled without loss of pay occurring during a period of paid leave shall not be regarded as part of the leave.
- (d) Annual leave shall accrue during approved paid leave.
- (e) Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single periods not exceeding ten days in any calendar year at a time or times agreed between them.

20.4 Excess Annual Leave

- (a) Where the company identifies an employee who has an annual leave balance greater than eight weeks, they may be asked to reduce their accrued annual leave by 2 weeks.
- (b) A discussion will be held with the employee to agree on a plan that includes a time frame on how and when such leave will be taken.
- (c) If no plan can be agreed between the employee and employer, then the company reserves the right to direct the employee to take the leave at a specified time - and seven days' notice of the date of commencement of leave will be given to the employee.

20.5 Termination of service

- (a) An employee whose service is terminated or is about to terminate for any reason whatsoever shall be paid for any accrued untaken annual leave standing to the employee's credit on the basis of entitlements specified in this agreement, provided, that any debts owing to the employer by the employee will be offset against any payment in lieu of leave due to that employee.
- (b) Payment in lieu of leave shall be made at the ordinary rate of pay applicable to the employee on the date when employment is terminated. Shift workers shall be paid shift premium and weekend penalty for accrued and pro-rata annual leave.
- (c) For the purpose of this clause, **service** means continuous employment with AusNet Transmission Group or AusNet Electricity Services and includes:
 - (i) any period of approved leave without pay on account of a medically-certified incapacity arising out of personal illness up to six months;
 - (ii) any period of absence as a result of an injury by accident arising out of and in the course of employment up to twelve months;
 - (iii) any approved leave without pay, other than where it is on account of medical incapacity up to 6 months, up to 150 hours;
 - (iv) any period which the employer may declare, in respect of any employee, to be additional service.
- (d) Any absence from work without the approval of the employer shall not count as **service** and as such should be added to the annual leave due date.

20.6 Annual Leave Loading

A sum equal to 17.5 per cent annual leave loading has been incorporated into the weekly rate for all employees who are covered by this agreement.

20.7 Personal leave during periods of annual leave

Personal leave will be granted, provided a satisfactory medical certificate is produced for any period of personal illness or injury or carer's leave and an equivalent period of annual leave shall be re-credited, or the employees' period of absence extended for the period covered by the medical certificate.

21. SICK LEAVE

21.1 Leave entitlement

- (a) Subject to this clause, an employee shall be credited with sick leave on the following basis:
 - (i) On engagement and for the period up to 48 months service, an entitlement to 12 days paid sick leave per annum at the ordinary rate of pay.

- (ii) After 48 months service, an entitlement to 15 paid sick leave days per annum at the ordinary rate of pay.
- (iii) In the application of this clause, a day is of 7.5 hours duration, and a day's leave will be debited at 7.5 hours.
- (b) For the purpose of this clause, ordinary rate of pay means pay for an employee's normal weekly number of hours of work calculated at the employee's ordinary time rate of pay as at the time sick leave is taken.
- (c) Leave not taken will accumulate without limit.

21.2 Absence from work on account of personal sickness or personal injury

An employee who is absent from work on account of personal illness or personal injury shall be entitled to paid leave of absence up to the accumulated period of leave applicable without loss of pay, subject to the following conditions and limitations:

- (a) An employee shall not be entitled to paid leave of absence under this clause for any period in respect of which the employee is entitled to workers' compensation or Workcover.
- (b) An employee shall, within 24 hours of the commencement of any such absence, or as soon as practicable, inform the employer of the inability to attend for duty and, as far as practicable, state the estimated duration of the absence.
- (c) An employee shall prove to the satisfaction of the employer the inability, on account of such illness or injury, to attend for duty on the day or days for which leave is claimed.
- (d) An employee shall have all paid leave of absence deducted from leave credits and shall not be allowed paid leave in excess of leave credits.
- (e) An employee shall not be entitled to payment for absences on leave unless an acceptable medical certificate is produced, except that:
 - (i) For an absence up to two days no evidence is required. However, when such absences exceed one week (five days) in the aggregate in any one year of service, then a medical certificate or statutory declaration must be produced, or an employee may exercise the option of taking leave without pay or annual leave for the number of days absence in excess of one week.
 - (ii) For an absence exceeding two days, a satisfactory certificate by a duly registered practitioner is to be furnished setting out the cause and probable duration of such absence provided that if the absence exceeds two days and is not more than one week (five days) a statutory declaration may be accepted if a satisfactory explanation can be given why a certificate from a duly registered practitioner is not submitted.
 - (iii) For an absence exceeding one week (five days) a satisfactory certificate by a duly qualified medical practitioner **MUST** be produced.

- (f) Where an employee's sick leave record is regarded as being not satisfactory, arrangements may be made for the employee to be examined by the employer's nominated medical officer.
- (g) An employee may be required to furnish a satisfactory certificate in respect of any or all leave absences should the employer so decide.

22. CARER'S LEAVE

22.1 Basic Entitlement

- (a) Employees can access their paid personal sick leave to provide care or support to a member of their immediate family or member of the employee's household who is ill or injured or where there is an unexpected emergency affecting the member or member of employee's household, and for whom they are responsible.
- (b) The term "immediate family" includes the employee's spouse or former spouse, defacto spouse and former defacto spouse (including same sex), father, mother, foster parents, step parents, grand parents, brother, sister, child, step child, foster child, grandchild or parents-in-law.
- (c) The employee shall establish the illness of the family member concerned, and that the illness is such as to require care by another, through the production of a medical certificate or statutory declaration.
- (d) Wherever possible, the employee shall give notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee and the estimated period of absence. If it is not practical to give prior notice, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- (e) For part-time/Job Share employees, carer's leave can only be accessed on designated working days.

22.2 Unpaid Leave

- (a) The employee may elect, with the employer's consent to take unpaid leave for the purpose of taking care of an immediate family member who requires care.
- (b) The employee shall produce a medical certificate or statutory declaration declaring the proposed duration of the leave.

23. COMPASSIONATE LEAVE

23.1 Basic Entitlement

- (a) The company will be flexible in its approach to compassionate leave. All employees will be granted between two and five days paid leave for such occasion, depending on the circumstances and the assessment by the manager. In relation to the definition of eligibility for this leave the Carer's leave definitions shall apply.
- (b) The provisions of this clause apply to fulltime and regular part time employees (on a pro rata basis) but do not apply to casual employees.

23.2 Unpaid Compassionate Leave

An employee may take unpaid compassionate leave by agreement with the employer.

24. PARENTAL LEAVE

24.1 Basic entitlement

- (a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- (b) Parental leave is to be available to only one parent at a time, in a single unbroken period, except that an employee may request that the Company extend the period of simultaneous unpaid parental leave provided for in the Fair Work Act 2009, up to a maximum of an eight week period for both parents to be simultaneously on leave:
 - (i) for maternity and paternity leave at the time of the birth of the child;
 - (ii) for adoption leave at the time of placement of the child.

24.2 Paternity leave

An employee who has 12 months continuous service, will be entitled to 10 days of paid leave for the purposes of Paternity Leave, upon the birth of their child or the adoption of their child.

24.3 Maternity leave

- (a) A female employee who produces to the company a certificate of a legally-qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery: shall be granted maternity leave on full pay for 14 weeks maternity leave or 28 weeks on half pay maternity leave. This paid leave shall be in addition to any Federal Government paid parental leave scheme.
- (b) Other requirements and entitlements to parental leave, including any right to extend the period of unpaid parental leave for an additional 52 weeks or requests for flexible working arrangements will be in accordance with the Fair Work Act 2009.

25. LONG SERVICE LEAVE

25.1 Leave Entitlements

25.2 Subject to this agreement, employees shall be entitled to long service leave at the ordinary rate of pay unless otherwise provided:

- (i) on completion of 10 years' service - 13 weeks' leave; and
- (ii) for each additional one year of service - 1.3 weeks' leave.
- (iii) Pro rata long service leave will be available to employees if they have completed seven years' continuous service.
- (iv) The company will only recognise previous continuous service for Long Service Leave purposes, if that service has been the State Electricity Commission of Victoria or successor bodies to the State Electricity Commission of Victoria, the Gas and Fuel Corporation of Victoria and/or AusNet Transmission Group related companies.

25.3 Main Conditions

- (a) Applications for leave must be made on the prescribed form at least two months before the date on which it is desired to commence the leave, and must be approved by the delegated manager before leave is taken.
- (b) It is expected that an employee who has been granted credit for previous service will have completed at least three years' service with the employer before taking long service leave. However, whether leave should be approved where an employee has qualified for leave and has less than three years' service is left to the discretion of the employer, having regard for the circumstances of each particular case.
- (c) The employer reserves the right to direct any employee to take leave, but in such case, the employee will be given at least two months' notice of the time that leave is to commence.
- (d) Leave shall be taken when approved or directed by the employer and, unless otherwise approved by the employer, any period of absence in respect of long service leave shall be not less than four weeks and shall be in respect of not less than four weeks of the employee's accrued entitlements.
- (e) An employee may, upon notifying the employer before the leave is commenced, convert the period of their leave credit or part thereof which the employee is taking into:
 - (i) a period of leave equal to double the period of the leave credit or part thereof that the employee desires to take with half the ordinary rate of pay for the period of approval absences; or
 - (ii) a period of leave equal to half the period of the leave credit or part thereof that the employment desires to take with double the ordinary rate of pay for the period of approved absence; or
 - (iii) such other period of leave between the limits of 25.3(e)(i) and 25.3(e)(ii) hereof as may be authorised by the employer with a

proportionate variation in the ordinary rate of pay for the period of approved absence.

- (iv) Provided that the period of absence on account of long service leave shall not be less than four weeks (refer 25.4 hereof).
- (f) Any public holiday to which an employee is entitled without loss of pay occurring during the period of leave shall not be regarded as part of the leave.
- (g) Recreation leave will accrue in respect of the period absent on leave.
- (h) Acceptance of paid employment during the period of leave will not be permitted. Failure to comply with this condition will be treated as a breach of discipline.
- (i) In the event of an industrial dispute involving cessation of work, either individually or collectively, by striking, the provisions of this clause 25 hereof, will be suspended in relation to those who so cease work and will remain suspended during the period of the industrial action.

25.4 Payment for Leave

- (a) Except as provided elsewhere in this clause, payment of salary during any period of leave shall be made to employees at the ordinary rate of pay in the same manner as if they had continued working provided that any variation in the rate of pay shall be taken into account from time to time as it occurs.
- (b) An employee receiving an allowance on a continuous basis, with the exception of First Aid allowance, Availability allowance, Duty Officer allowance and an allowance for Temporary Performance at a Higher Band shall continue to receive the allowance on all authorised paid absences on long service leave. Shift workers shall receive payment of weekend penalty payments during absences on long service leave in accordance with the conditions relating to such payments (refer clause 17 – Shift Work of this agreement). Where payment in lieu of long service leave is provided under these provisions, such payments shall not include weekend penalty payments.
- (c) If desired by the employee concerned, payment for leave shall be made in advance at the ordinary rate of pay applicable on the day when leave is commenced, provided that where payment for leave is made in advance, any variation in the rate of pay occurring during the absence of leave will be adjusted at the conclusion of the period of leave. Payment in advance will not be made prior to the leave becoming due.
- (d) If the employee concerned does not resume duty after a period of leave in which payment has been made in advance, but resigns or retires, the employee may be required to refund any overpayment made whether as a result of decreases in the rate of pay during the absence of the employee upon the leave or arising from any other reason.
- (e) Payment in lieu of leave will not be made except to give effect to 25.3 and 25.5 hereof.

- (f) Any debts owing to the employer will be offset against the payment in lieu of leave.

25.5 Termination of Employment

- (a) Should an employee have a leave entitlement at the time that employment is terminated, payment in lieu of leave will be made at the ordinary rate of pay applicable on the day when employment is terminated.
- (b) Employees who are granted a credit for service and terminate their service otherwise than on account of permanent disability, retirement on account of age, or death will receive a payment at the ordinary rate of pay in lieu of their period of leave entitlement in accordance with this clause, provided that they have completed at least ten years' continuous employment with the employer.
- (c) Any employee whose service is terminated by retirement on account of age and who had completed at least three years' service but less than ten years' service shall be entitled to pro rata leave on the basis of one-fortieth of the period of such service;
- (d) If an employee's service is terminated due to total and permanent disability or by death, payment in lieu of leave at the ordinary rate of pay will be made to the employee or to such of that employee's dependents as the employer may determine or (at the discretion of the employer) to the employee's legal personal representative, as appropriate, for:
 - (e) pro rata leave if that employee had completed a minimum of three years' service and not more than ten years' service on the basis of one-fortieth of the period of such service; or
 - (f) any leave to which that employee had become entitled and which had not been taken; and
 - (g) Payment of pro rata long service leave to employees on termination of employment will be calculated to the nearest day instead of being paid on a basis of completed years.

25.6 Part-time Employment

Part-time employees will accrue long service leave in accordance with the provisions of this clause, however, payments will be made on a pro rata basis according to hours worked during the service period.

25.7 Sick leave during periods of Long Service Leave

- (a) Sick leave on account of personal illness will be granted to employees absent on long service leave in accordance with 25.7(b), 25.7(c) and 25.7(d) hereof and provided that a satisfactory medical certificate is produced,
- (b) For periods of absence less than 13 weeks - for any period of illness of 1 day/shift or more.
- (c) For periods of absence of 13 weeks or more - for any period of illness 5 or more working days/shift.

- (d) With the approval of the delegated manager an equivalent period of long service leave shall be re-credited or the employee's period of absence extended.

26. EMERGENCY SERVICES LEAVE

The Company is an essential service and release of employees has to have regard to the Company's operational requirement to meet its customer and community demands during times of emergency. Employees will be provided with paid leave to attend to emergency service issues that relate to threats such as bushfires and floods, where practicable. No limit shall apply to this leave, however proof will be required of participation/attendance and each case will be examined on its merits, having regard to the Company's operational requirements. Local needs close to the employee's home and community will continue to get Company support.

27. JURY DUTY

Employees called for jury service will be granted leave with pay for this service.

28. SPECIAL LEAVE

- 28.1 The terms and conditions which apply to special leave entitlements for employees are covered by the policies of the employer.
- 28.2 Special leave shall cover matters such as:
 - (a) attendance in court (other than jury service);
 - (b) defence force training;
 - (c) blood donors;
 - (d) infectious diseases; and
 - (e) citizenship ceremony.

Part 5 – Remuneration & Related Matters

29. WAGES OUTCOME

The salary increases that will apply to this Agreement on or from the first pay period following the dates below:

3.25% from 31 December 2016.

3.25% from 31 December 2017

3.25.% from 31 December 2018

30. PAYMENT OF SALARIES

Salaries shall be paid fortnightly by electronic funds transfer into employee's bank, building society or credit union accounts.

31. SALARY SACRIFICE

31.1 The company will consider any other salary sacrifice opportunities that become available for employees. Individual employees may elect to salary sacrifice part of their salary to receive non-salary benefits. No compensation will be paid by the company if the taxation benefits are reduced or abolished.

31.2 Salary sacrifice is available for:

Novated lease vehicles

Mobile phones

Professional fees

Superannuation

32. SUPERANNUATION

32.1 In the application of this clause, the Company, at all times will abide and comply with the prevailing legislative requirements governing Superannuation.

32.2 The Equisuper Superannuation Fund shall continue be the nominated default Superannuation fund for employees of the company. Subject to prevailing legislative requirements, Employees will have the option to elect a superannuation fund of their choice. In the event an employee elects to exercise choice, then the employee will be responsible for all changes, cost etc associated with membership of that particular fund.

32.3 The company shall, subject to the rules of the fund, provide all employees the option to salary sacrifice any additional superannuation contributions, regardless of the contribution rate or division of the Fund.

32.4 Employees shall have the right to vary their superannuation salary sacrifice arrangements, and/or contribution rates (6% or 3%) up to the frequency of once per month.

32.5 The company shall abide by the rules of the Equisuper Superannuation Fund, including any amendments thereto and shall continue to make all necessary payments

in accordance with the rules of the Fund. In the event an employee takes a voluntary departure package (VDP) the company will make a retrenchment benefit payable.

- 32.6 The Company shall contribute 11.5% of salary into Superannuation for all employees. For those in the accumulation fund, all contributions will be made to this fund. For those in defined benefit funds, the difference between the prescribed SGC legislated minimum and the amount above; will be paid into an accumulation fund on behalf of those employees.
- 32.7 For members of the Defined Benefit section of the fund, where an employee works part time, or converts to part time from full time, the Company shall ensure that the employee's superannuation entitlements shall be based on the years of full time being calculated separately to those at part time rates for the purposes of retirement benefits.
- 32.8 For the term of this Agreement, the percentage (%) amount paid into Superannuation shall be as set out in Clause 32.6, and the amount will not increase further unless the Superannuation Guarantee Contribution legislated minimum moves beyond 10%. This is intended to reflect that the percentage amount paid above the Superannuation Guarantee Charge (1.5%) will be maintained if the SGC contribution increases.

33. SHIFT PREMIUMS, WEEKEND PENALTY AND AVAILABILITY PAYMENTS

For superannuation purposes, availability payments are included as superable salary. In relation to 12 hour shift employees, for Weekend Penalties and Shift Penalties, the superannuation contributions will be calculated on Base Salary + 100% of weekend penalty and shift penalty.

34. INCOME PROTECTION

- 34.1 The income protection scheme is provided by the Company in accordance with Appendix 2 of this Agreement.
- 34.2 The amount of income payable under the income protection scheme covers income up to \$1,750 per week for a period of up to 104 weeks – subject to the claim having been accepted.
- 34.3 Prior to lodging an income protection claim, it is expected that employees will first use any accrued sick leave, down to a balance of 30 days, before a claim is lodged.
- 34.4 The 14 day waiting period for income protection claims remains and can be drawn from the 30 day sick leave balance remaining.

35. TRAVELLING TIME

Where employees are required to work away from their usual workplace and commence at a distant workplace at their normal starting time, the travel time that is in excess of their usual travel time to their usual workplace, and that taken to travel to the distant workplace, will be paid as time worked.

36. GENERAL ALLOWANCES (INCLUDING FIRST AID ALLOWANCE)

- 36.1 All allowances in the Agreement (except the meal allowance) shall be adjusted by the percentage amounts and on the dates set out in clause 29 – Wages Outcome of this Agreement.

- 36.2 The Meal Allowance of \$21.28 will be increased each year by the same percentage movement that the ATO meal allowance (as published in July each year) moves by.

36.3 Power industry allowances

The power industry allowances were rolled into the rates of pay in 2003 for those roles eligible, and have applied to those roles from that date. Should an employee be engaged in a role that was not part of the 2003 arrangement and did not exist at that time or may have substantially altered, such that it may qualify for the payment of these allowances, then the allowances will apply in the following circumstances.

(a) Allowance 3: power station, lines party FEDFA plant operators

An allowance of a flat rate amount equivalent to 7.5% of the pay rate per week for step 5 of band 1, shall be paid to an employee in the following circumstances:

(i) Power station

An employee working in large operating thermal power stations. For the purpose of this allowance, a large operating thermal power station shall be a thermal power station generating more than 8 megawatts and shall include all ancillary buildings of the power station such as administrative offices, stores and workshops, power station switchyards and terminal stations.

(ii) Lines parties

Employees who regularly work as part of a lines party or cable jointing party. Provided that other employees shall be eligible for this allowance if such employees are considered by the employer to be:

- (A) engaged as permanent members of a line party or cable jointing party; or
- (B) employed as permanent members of substation construction and/or maintenance parties; or
- (C) are required to work away from the normal depot or workshop in similar conditions to linesmen and cable jointers.

(iii) FEDFA plant operators

An employee operating various types of mechanical plant in the field in the Kiewa/Rubicon area and the overhead mains section, power grid constructions and operations department. This allowance is to be paid on a daily basis to such an employee for each day or part of a day that the employee is required to operate mechanical plant away from the home depot or station. For an employee working a 9 day fortnight, the daily allowance shall be calculated as two ninths of the weekly allowance.

(b) Allowance 4: Latrobe Valley workshops, stores and depots

An allowance of a flat rate amount equivalent to 5.75% of the pay rate per week for step 5 of band 1, shall be paid to an employee working in Latrobe Valley departments in workshops, stores or from depots.

(c) Allowance 5: other

An allowance equivalent to 4.0% of the pay rate per week for step 5 of band 1, shall be paid to an employee in the following circumstances.

- (i) An employee in Latrobe Valley departments not eligible for allowances 1, 2, 3 or 4.
- (ii) An employee in the Gippsland region district offices at Moe, Morwell and Traralgon and the Traralgon regional office, not in receipt of a higher allowance.
- (iii) An employee employed in a supervisory classification, who actually works with and directly supervises an employee in receipt of allowance 6 hereof.
- (iv) A permanent outdoor metering employee or patrol electrical operations officer working in customer services group.
- (v) Employees engaged on meter reading duties on a full time permanent basis.

(d) Allowance 6: workshops (other than Latrobe Valley)

An allowance equivalent to 2.5% of the pay rate per week for step 5 of band 1, shall be paid to all workshop employees covered by this award and to their direct supervision, unless they are eligible for a higher allowance.

(e) Conditions attaching to power industry allowances:

An employee who would in the normal course of employment work each day, and would be required to spend at least 25% of normal working time in the circumstances described above (in Allowances 3 – 6), shall be paid the appropriate allowance on a continuous basis.

- (i) An employee who qualifies for payment of an allowance on a continuous basis and is required to work in circumstances attracting a higher allowance for not less than two hours on any one day or shift shall receive the equivalent of two ninths (one fifth for a 10 day fortnight employee) of the higher allowance prescribed for such day or shift.
- (ii) An employee who does not qualify for payment of an allowance on a continuous basis shall be required to work in circumstances attracting an allowance for more than two weeks to be eligible for payment of an allowance equivalent to two ninths (one fifth for a 10 day fortnight employee) of the amount prescribed for such day or shift. Provided that the two week qualifying period shall not apply to work in the open cut where the qualifying period for payment of an allowance shall be two hours work on any day or shift which shall be paid at the equivalent of two ninths (one fifth for a 10 day fortnight employee) of the amount prescribed for such day or shift.

- (iii) An employee receiving an allowance on a continuous basis shall continue to receive the allowance on all authorised paid absences on sick, recreation or long service leave, but the allowance shall not attach to any payments made in lieu of leave.
- (iv) For each hour or part thereof worked in excess of the ordinary hours of work, an employee shall be paid a flat rate per week calculated to the nearest five cents; less than five cents to go to the lower amount and five cents or more to go to the higher amount.
- (v) Where an employee works in circumstances described in more than one of the above definitions and the employee may be deemed to be eligible for payment under each of the definitions, only the higher allowance will apply.
- (vi) Where an employee in receipt of an allowance is temporarily transferred to a location where work circumstances attract a lower allowance, such employee shall retain the higher allowance if the period of transfer is two weeks or less; where the period exceeds two weeks, such employee shall receive the lower allowance for the entire period of the transfer.

37. LIVING AWAY FROM HOME ARRANGEMENTS

- 37.1 For the purpose of this clause a "distant project work" is one where the location of the "on-site project work" is such that because of its distance or because of the travelling facilities available to and from the location it is reasonably necessary for an employee to live and sleep at some place other than his usual place of residence.
- 37.2 In order to remain competitive, the intention is that employees will be available to work away from home for the periods set out below, or as may be agreed, during the life of the project. The appropriate amount as indicated below will apply for each night away from home. Local arrangements may be utilised to allow employees to return home during their away period on the project. Travel time will be paid to and from the project that is the start and end of the away period, but not during any return home during the away period when any accommodation and meals allowance is being paid.
- 37.3 When an employee is sent other than at his/her own request to work a "distant project" the employer will negotiate on accommodation and meal options with employees for each project based on the entitlements below:
 - (a) The Company to provide accommodation, and a meal/incidentals allowance of \$103.92 per day; or
 - (b) In isolated and remote areas where accommodation is not to a standard as defined, the Company will provide allowances as above and in addition a daily "Hardship" allowance of \$36.44 will also be paid; or
 - (c) The Company to pay an amount of \$225.88 per day tax free for accommodation and meals to employees staying in country locations and \$274.87 per day to employees staying in city or metropolitan locations. These allowances will be increased in July each year by the percentage increase advised by the Australian Taxation Office.
 - (d) The Company will pay an amount of \$63.10 a day tax free if the employee stays in non-commercial private accommodation, i.e. with family or friends.

- (e) Where possible all allowances will be paid to employees by cash or in their pay prior to them leaving their depot to work away.
 - (f) Where no vehicles are available to employees for incidental travel during the week an additional allowance of \$22.77 per day will be available for each employee affected by this.
 - (g) Where the Company provides meals and accommodation for an employee, then the employee can claim an incidentals allowance of \$19.05 per night.
 - (h) At least fortnightly trips home, where the Living Away From Home Allowance will continue to be paid in lieu of travel time. A vehicle will be available for the group to return to their normal home base.
 - (i) Where applicable the Availability Allowance will continue to be paid whilst the employee is working away.
- 37.4 The allowances detailed in subclauses above will be increased in July each year by the percentage increase advised by the Australian Taxation Office.
- 37.5 Where an employee is required to use his/her private vehicle on Company business, and where a Company vehicle is not available, the Company will pay the employee a per kilometre rate as specified in the appropriate Australian Taxation Office Schedule.
- 37.6 Where ever possible, employees will be given two weeks' notice of work away from home. Employees will not be required to work away from home for more than 4 consecutive weeks without returning home. Employees will remain at their normal depot for a reasonable period after returning from a distant project. It is intended that so far as possible all employees will undertake a reasonable share of the away work as required, subject only to any exceptional personal circumstances.
- 37.7 Employees will not be required to work away from home for a period in excess of 12 weeks per 12-month period unless needed to meet the operational requirements of the Company. In any such case the employee shall not be required to work for more than 4 further weeks in that 12-month period. In the event an employee has worked 12 weeks away and is requested to undertake the extra 4 weeks, such employee may object to that request through the Disputes and Grievance Procedures of this Agreement.
- 37.8 **Accommodation**
- The minimum standard of accommodation is a three star RACV or equivalent in a well-maintained, air-conditioned single motel style room with radio/television and ensuite bath/shower and toilet facilities. The company will supply each employee with his or her own room.
- Historical note - For those employees engaged in the Transmission division of the business, as agreed in the AusNet Transmission Group EBA of 2002, AusNet Transmission Group has ceased to pay the \$33 "last day of stay" payment relating to living away from home, but will pay one meal allowance for the last day of stay.
- 37.9 **Interstate & International Travel**
- An employee sent from their usual workplace to temporarily carry out work in another locality, outside of Victoria, who is required to remain there to complete work, will have all reasonable travelling, meal and accommodation expenses incurred by an employee in the performance of their normal duties, reimbursed.

Travelling time is to be paid at the ordinary hourly rate. If an employee is required by the Company to travel on a weekend, they will be paid travelling time at the rate of time and a half. Provided that if this payment will be limited to 8 hours in any 24 hours of weekend travel.

38. LICENCES

- 38.1 The company will pay for special vehicle licences and Austel licence costs required by an employee where the licence is required to perform the duties of the position.
- 38.2 The company will pay for all training associated with obtaining the required special driving licences.
- 38.3 The company will not reimburse general motor vehicle licence fees.
- 38.4 The Company will reimburse employees the cost for maintaining the A Class Licence (where the licence is required to perform the duties of the position), limited inspection and inspection licence in production of a current receipt issued by Energy Safe Victoria.

39. SITE ALLOWANCES

- 39.1 The Company will not pay a site allowance to any employee where it is undertaking works at or in relation to existing Company sites, stations or facilities (which include easements upon which Company assets are located).
- 39.2 In relation to works at sites, which are not owned or operated by the Company, and at which a site allowance is paid, the relevant site allowance will be paid to employees while they are engaged on work at the site.

40. ALTITUDE ALLOWANCE

- 40.1 An employee engaged on any work above the 1500 metre level shall be paid \$0.33 per hour.
- 40.2 During the winter period (from the 1st day of June to the 30th day of September) an employee on any work above the 900 metre level shall be paid \$0.33 per hour.
- 40.3 The rates above shall not be cumulative.

41. COMMON ALLOWANCES

- 41.1 **Availability/duty officer allowance / Concessional allowance**
Refer Appendix 3 of this Agreement.

- 41.2 **Motor vehicle allowance**

- (a) **Reimbursement Rate: Private Motor Vehicles**

- An employee who, by prior agreement with the Employer, uses a private motor vehicle (other than a motorcycle) on the Employers business shall be paid as per the ATO reimbursement rates.

- (b) **Reimbursement Rate: Private Motor cycles**

An employee who, by prior agreement with the Employer, uses a private motorcycle on the Employers business shall be paid as per the ATO reimbursement rates.

41.3 First aid

- (a) An employee directed to perform part time first aid duties and who holds an approved Workplace First Aid Level 2 Certificate shall be paid \$2.73 per day/shift (\$2.18 per day for a 10 day fortnight employee).
- (b) An employee in charge of a cupboard/s shall be paid \$5.25 per day/shift (\$4.69 per day for a 10-day fortnight employee).
- (c) Payment is not for all purposes of this agreement.
- (d) The bonus paid to a volunteer employee for attendance at an approved Workplace First Aid Level 2 training course attended outside normal working hours and when approval has been given at Divisional level shall be - course fees plus \$116.85.

Part 6 – Work Related Provisions

42. WORKING ACROSS ASSETS

- 42.1 In recognition of the integration of the Transmission and Distribution divisions, staff will continue to work in their current Divisions. However, staff can be deployed to work in their disciplines, based on operational needs, or across Transmission and Distribution assets where maintenance and construction works require it.
- 42.2 It is intended that this clause will not place an unusual hardship upon any employee by requiring them to travel excessive distances to fulfil the work demands.

43. INTRODUCTION OF CHANGE

- 43.1 It is recognised that from time to time the manning levels, skills mix, technology and processes of the business will need to be changed to allow the business to operate more efficiently and competitively.
- 43.2 When the Company has made a decision to introduce major changes in workplace location, organisation structure, technology or outsourcing of function that will have significant effects on employees, the Company shall notify the affected employees and their union.
- 43.3 The Company shall discuss with employees and their union, the effects the changes are likely to have on employees and measures to minimise their impact on employees and shall give prompt consideration to matters raised by employees and their union.
- 43.4 If the matter is unresolved either party will be able to refer the matter to Fair Work Commission, as per the disputes clause contained within this Agreement for decision and both parties will abide by these decisions.

44. WORKFORCE SIZE

The parties agree that any reduction in workforce size will be achieved by natural attrition and or voluntary departures. Any departure from this approach will require prior negotiations and agreement between the parties. If the matter is unresolved, either party will be able to refer the matter to the FWC for decision on the merits and both parties will abide by these decisions.

45. USE OF STAFF IN STORMS

Where a storm or emergency requires that there be additional assistance provided to Network Operations Centre Staff, it is agreed that staff may be directed to perform what ever duties they are required to perform to assist the Network Operations Centre during this increase in activity. Such assistance may be in the form of fault dispatching or additional back up to call centre staff, but will not be limited to just these areas. It is recognised that the direction to staff applies during the normal span of hours – 6am – 6 pm, and work outside of this span will be voluntary, rather than directed.

46. PERFORMANCE MANAGEMENT

- 46.1 The parties agree that each employee is entitled to a clear, current and accurate job description of their role and the Company's expectations of them.

- 46.2 Performance will be reviewed at least annually for the purpose of identifying means by which the employee and the team leader or manager can improve performance.
- 46.3 An employee's performance will be objectively assessed not less than annually, utilising the process agreed by the parties.

47. CLASSIFICATION REVIEW

The terms & conditions of a Classification Review will be agreed between the parties.

48. USE OF COMMUNITY RESOURCES

AusNet Services intends to create closer ties with community groups such as the CFA, SES and local licenced electricians and utilise these personnel, after appropriate training and company accreditation, to assist in fault location and, if necessary, remain on site to keep the area safe until the appropriate isolations are made or repair crews arrive.

49. SINGLE PREMISE FAULT RESPONSE

- 49.1 It is recognised that in remote or rural locations where there may be a delay in responding to faults, and the faults are localised to a single premise, the company may elect to utilise the services of Registered Electrical Contractor (REC) to attend the premise, in the first instance, to determine whether the fault resides on the network side or on the customer side of the installation.
- 49.2 In the case of a network fault, the REC will advise the Network Operations Centre (NOC) and the NOC will despatch the required personnel.
- 49.3 In the case of a customer side fault, the REC will advise the NOC that fault lies on the customer side and it will be the responsibility of the customer to have the appropriate repairs carried out.
- 49.4 This clause will only apply to the areas where it currently operates at the date of the making of this Agreement, and alterations to those areas will be dealt with under the introduction of change clause of this Agreement.

50. SKILLS ENHANCEMENT

Interchangeability of skills in the tester and communications technician areas is a future goal and the parties commit to review opportunities for combining these areas, commencing with a commitment to pilot a program for trainees that allows them to work across all these areas.

51. OCCUPATIONAL HEALTH & SAFETY

- 51.1 The Parties are committed to improving the Employer's Health and Safety performance and will ensure that appropriate training and resources are provided to achieve this outcome.
- 51.2 The aim of this policy is to maintain leadership in Health & Safety performance in Australia.
- 51.3 The Company is aware of the mutual benefits to the business and employees of maintaining a safe and healthy work environment.

- 51.4 Personal safety must not be compromised in the mistaken belief that other requirements are more important.
- 51.5 Continuous improvement will be achieved in Health and Safety through:
- (a) effective management and implementation of appropriate policies and procedures in negotiation with employees;
 - (b) personal commitment from all employees to comply with correct work practices and procedures;
 - (c) active participation from all employees in reporting and investigating all accidents and near misses;
 - (d) supporting the audit and inspection program; and
 - (e) actively participating in Health and Safety Committee and work group meetings.
- 51.6 The Company and its employees will ensure that work is designed, planned, implemented and controlled in such a way that hazardous situations are avoided and controlled.
- 51.7 Hazard identification and risk management are an important part of managing a safe workplace. The parties will promote the importance of these and other safety practises at all opportunities.
- 51.8 The Company will empower all employees to contribute as a member of a team, creating and maintaining a safe work environment through co-operation, mutual trust and respect, adequate communication and involvement of all employees in Health and Safety matters.

52. TRAINING & DEVELOPMENT

- 52.1 The Company will undertake training initiatives and personal development needs for employees and/or teams paying particular attention to the need of graduates and trainees.
- 52.2 During the life of this Agreement, the Company is committed to engaging an appropriate number of graduates and trainees as part of an ongoing program.
- 52.3 Apprentices and trainees shall be required to complete the off-the-job component of their training without loss of pay and during ordinary working hours.
- 52.4 Training opportunities will be made available to staff as part of the performance development and review process.

53. OCCUPATIONAL HEALTH & SAFETY TRAINING & ASSOCIATED COSTS

OH&S representatives will be eligible for up to five days' paid leave per year to undertake training that will assist them in their OH&S role. The approval of such leave and its timing, will be at the Company's discretion and leave will only be approved subject to operational requirements and where a genuine Company training need exists. Subject to prior approval the Company will on presentation of appropriate receipts pay for all fares, travel and accommodation costs associated with this training in Victoria.

54. TOOLS

The Company will supply all specialist tools required for field employees to perform their duties. Primary and Lines employees are responsible for the supply of hand tools of a general trade nature (e.g. hammers, screwdrivers, pliers etc.) at their own cost.

55. ANTI DISCRIMINATION

- 55.1 It is the intention of the parties to this agreement to achieve the object in s.351 of the Fair Work Act 2009 by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family or carer's responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 55.2 Accordingly, in fulfilling their obligations under the disputes clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects. Nothing in this clause is to be taken to affect:
- (a) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - (b) The payment of different wages for employees who have not reached a particular age;
 - (c) 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;
 - (d) The exemptions in s 351(2) of the Fair Work Act 2009.

56. BALANCED WORK LIFE

The company is committed to the operation of working hours which will as far as possible allow the balancing of employees' work responsibilities and their private/family responsibilities and need for a balanced life. Therefore the Company will endeavour to ensure that the working hours of employees are managed to ensure that that balance is maintained and will, where appropriate, consider alternatives to traditional working arrangements, such as working from home.

57. WORKING FROM HOME

- 57.1 By agreement by Management and Employees, the company may facilitate the employee to perform their normal work from home.
- 57.2 Consideration will be given to:
- (a) OH&S
 - (b) Insurance
 - (c) Establishment costs
 - (d) Communication & continued involvement in the workplace
 - (e) Reasonable reimbursement of costs

- 57.3 The above matters for consideration are not exhaustive and a code of practice to apply shall be developed by the parties.

58. ELECTRO MAGNETIC FIELDS

The Company will continue to monitor the ongoing research and publicly available documentation, including any further policy statements from ESSA relating to the impact of EMF (Electro Magnetic Fields). As appropriate, the Company will review this matter in the light of research developments.

59. SAFETY MANAGEMENT SCHEMES

Should the Company at some time in the future decide to introduce a Safety Management Scheme, under the Electricity Safety Management Regulations 1999, the matter will be discussed as per the introduction of change provisions of this agreement. Should agreement not be reached any party may refer the matter to the Fair Work Commission in accordance with the Dispute Resolution Procedures of this Agreement.

60. RELOCATION

Where an employee is permanently relocated by the Company from one Company site to another (existing or new) work site, except relocations within the Central Business District, they may be entitled to claim a relocation allowance.

60.1 Relocation Allowance

- (a) A once only Relocation Allowance shall be paid in lieu of excess fares and travelling time and in compensation for all other relocation factors. In any relocation, if a person is required to permanently relocate (other than from one site in the Central Business District to another) and this requires additional travelling time of more than 60 minutes from home to the new work location and return (i.e. 30 minutes each way) the person will be eligible for compensation in line with this relocation policy. The maximum allowance payable shall be equal to that applying to two hours daily travel time.
- (b) The allowance shall be arrived at by defining by agreement between the Company and the relevant employee, the excess time taken to travel by motor vehicle, via the shortest route between home and the new work site and return. If the shortest route involves a toll road, this will be taken into account when calculating the amount of reimbursement. This shall determine the agreed daily travel time, rounded up to the next full minute. The time will be measured at the normal times for commuting to and from work.

60.2 Calculation of Daily Requirement

Multiply the agreed daily travel in minutes by the rate per minute for salary - \$63,453.80 (The former SECV Band 3.5 as at May 2003, adjusted by CPI to the end of 2016). The amount will be further adjusted by the CPI equivalent % movement.

60.3 Calculation of Relocation Allowance Entitlement

- (a) Multiplying the Daily Entitlement by 203, i.e. the agreed number of working days in a year (203 days shall be used for all employees).
- (b) The allowance shall be paid through the payroll as a lump sum payment where the permanent relocation of the employee is effected.

60.4 Eligibility

- (a) An employee's eligibility to receive the Relocation Allowance is based on the relocation:
complying with the agreed definition of 'Relocation' for the purposes of this policy.
- (b) And shall not apply to any relocation:
initiated by an employee's request, OR
resulting from an appointment to an advertised position, OR

Where an employee is offered an opportunity to remain at the existing work location or relocate to a new Company nominated work site, and actually relocates to a new work site of their own choice, no allowance will be paid.

60.5 Other Allowances

For employees who are in receipt of a radial allowance, or availability allowance, the following shall apply:

Employees relocated to a workplace where a different allowance applies, or where no allowance entitlement exists, shall receive, on relocation, either

- (a) the higher allowance if it applies at the new location
- (b) the difference between the allowances for a two (2) year period, if a lower allowance applies to the new location; or
- (c) the total current allowance, assessed over a two (2) year period, as a lump sum payment if no allowance applies at the new location.
- (d) Provided that where an employee has been in receipt of the allowance for less than two (2) years, the payment shall be calculated on a completed months basis.

60.6 Other Matters

- (a) Upon payment of the Relocation Allowance, the Company shall provide to each employee who receives a Relocation Allowance, a letter stating the amount that the employee has been paid as compensation for being required to travel to a new work location.
- (b) Where an employee suffers a disadvantage due to relocation including not receiving a benefit under this clause, the employee may lodge a Grievance Appeal.

61. SALARY RETENTION

It is agreed, that in the event an employee's role is made redundant and/or they are subsequently reclassified by a restructure, such that the rate of pay attaching to the

employee's position is reduced, then the employee concerned shall, despite this reduction, be entitled to, and be paid at, the pre reduction rate of pay. That rate of pay shall apply as the employee's rate of pay for all purposes and shall be adjusted in accordance with all pay increases as per this Agreement.

62. VOLUNTARY REDUNDANCY PACKAGE

Where the company identifies a need to reduce the number of roles performing the same functions and decides to offer voluntary redundancy packages, the package shall consist of the following:

- (a) Severance payment of: three weeks pay for every completed year of service, capped at 78 weeks. Provided that for employees with between one and two years service, a minimum payment of 4 weeks will apply.
- (b) Notice Period
- (c) Accrued Annual Leave payment
- (d) Accrued Long Service Leave payment
- (e) Payment in lieu of time owing (where applicable)

62.2 Severance Pay

- (a) This payment will be calculated on the basis of:
- (b) three weeks pay for every year of service, capped at 78 weeks. Provided that for employees with between one and two years service, a minimum payment of 4 weeks will apply;

plus an amount calculated pro rata based on each completed day for the incomplete year, and be based on the employee's current wage/salary rate plus any all purpose allowances.

62.3 Notice Period

Employee's period of continuous service with the Company	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (a) If the employee is aged 45 or older and has completed at least 2 years of continuous service with the Company, an additional week of notice will be provided.
- (b) The Company may choose to make payment in lieu of notice.

62.4 Annual Leave

A payment representing any outstanding balance, plus pro rata leave calculated to the nearest week, at the employee's current wage/salary.

62.5 Long Service Leave

- (a) A Long Service Leave payment on the basis of 13 weeks ordinary pay (based on the employee's current wage/salary) on completion of 10 years continuous service, followed by 1.3 weeks pay for each completed year of employment thereafter, plus a pro rata amount calculated daily for the incomplete year.
- (b) Where an employee has 7 years continuous service but less than 10 years continuous service, they will receive a pro rata payment on 1.3 weeks pay for each completed year of employment plus a pro rata amount calculated daily for the incomplete year.

62.6 Payment in Lieu of Time Owing

This is paid out at the base rate plus work related allowances (or shift loading if applicable), according to balances accrued.

62.7 Superannuation

(a) Methods of Payment

- (i) Severance Pay, Annual Leave, Long Service Leave, Special Provision and Payment In Lieu Of Time Owing, will all be paid through the Company Payroll section.
- (ii) The Superannuation Fund's administrator will provide an estimate of the superannuation benefit, together with instructions on how to claim the benefit from the Fund.
- (iii) A number of decisions have to be made when receiving a superannuation benefit and the Fund strongly recommends that recipients seek independent financial advice.

62.8 Taxation of Payments

Payments to employees by the Company and the Superannuation Fund arising from the application of the provisions of the Redundancy Package will be taxed according to Australian taxation law prevailing at the time of termination. Employees who are to receive payments under the provisions of the Redundancy Package are urged to seek advice from the Australian Taxation Office and/or a professional taxation adviser at the earliest opportunity.

62.9 Conditions

Employees who decide to depart under the provisions of the Voluntary Redundancy Package must agree not to seek or accept re-employment or any other fee for service from any of the AusNet Services Group of Companies for two years, except with the express written permission of the company.

63. UNION RECOGNITION

63.1 Delegate Training

An accredited delegate will be granted up to 10 days' paid leave over 2 calendar years to undertake training that will assist them in their role in grievance resolution as a workplace delegate. A delegate nominated by the relevant union will be

entitled to attend union approved training, which may take the form of formal education courses or conferences conducted by a third party or the union. Leave will be approved subject to operational requirements, which will not be unreasonably withheld.

63.2 Delegate Rights

- (a) The company recognises and supports the right of union(s) covered by this Agreement to represent their members who are employed by the company under the terms of this Agreement. The company acknowledges the right of those employees to join and remain members of the union(s).
- (b) The company may allow Delegates, subject to business requirements, to be seconded to the union for agreed periods of up to 12 months without pay. During secondment, AusNet Services will continue to pay the employer superannuation contributions to the superannuation fund. Subject to this right being exercised reasonably, and in accordance with the Company's Information Services – acceptable use policy, employees have the right to use the company's e-mail system to communicate with their representatives and union officials.

64. INDIVIDUAL FLEXIBILITY AGREEMENTS

- 64.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
 - (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and
 - (e) leave loading.
- 64.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 64.3 The agreement between the employer and the individual employee must:
 - (a) be confined to a variation in the application of one or more of the terms listed in clause 64.1; and
 - (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.
- 64.4 The agreement between the employer and the individual employee must also:
 - (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - (b) state each term of this agreement that the employer and the individual employee have agreed to vary;

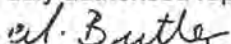
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
 - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 64.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 64.6 Except as provided in clause 64.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 64.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 64.8 The agreement may be terminated:
 - (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 64.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

SIGNATORIES

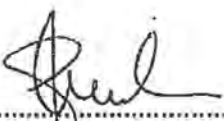
Signed for and on behalf of

**AUSNET TRANSMISSION GROUP PTY LTD &
AUSNET ELECTRICITY SERVICES PTY LTD**

by its duly authorised representative in the presence of:


Signature of witness

MARYANN BUTLER
Name of witness (please print)


Signature of authorised representative

GERALDINE LESLIE
Name of authorised representative
(please print)

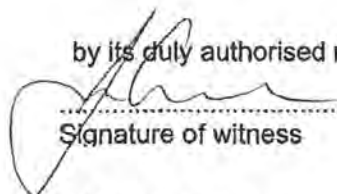
Position: ECM, People Safety & Customer

Address: Level 31, 2 Southbank
Boulevard VIC 3006

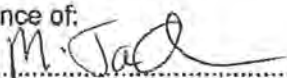
Signed for and on behalf of

Australian Municipal, Administrative, Clerical and Services Union (ASU)

by its duly authorised representative in the presence of:


Signature of witness

JONATHAN SMALLBONE
Name of witness (please print)


Signature of authorised representative

MICHELLE JACKSON
Name of authorised representative
(please print)

Position: BRANCH EXECUTIVE
PRESIDENT

Address: 116 Queensberry St,
Carlton South VIC 3053

ASU/APESMA Enterprise Agreement 2017


Signed for and on behalf of

Association of Professional Engineers, Scientists and Managers Australia (APESMA)

by its duly authorised representative in the presence of:


.....
Signature of witness

NATASHA SIM
.....
Name of witness (please print)


.....
Signature of authorised representative

Lee Sam Buntman
.....
Name of authorised representative
(please print)

Position:

Address: 163 Easter Rd,
South Melbourne VIC 3205

APPENDIX 1

AusNet Transmission Group rates of pay

	AS AT 31 Dec 2016		AS AT 31 Dec 2017		AS AT 31 Dec 2018	
Power Worker	55,999	69,327	57,819	71,580	59,698	73,907
with PI annualised	61,228	74,556	63,218	76,979	65,272	79,481
Power Technician (Primary)	67,066	90,571	69,246	93,515	71,496	96,554
with PI annualised	72,298	95,799	74,647	98,913	77,073	102,127
Power Technician (Secondary)	72,916	109,530	75,286	113,090	77,733	116,766
with PI annualised	78,147	114,761	80,686	118,490	83,309	122,341
Power Technician (Communications)	72,916	109,530	75,286	113,090	77,733	116,766
with PI annualised	78,147	114,761	80,686	118,490	83,309	122,341
Team Leader (Primary)	100,220	114,688	103,477	118,415	106,840	122,264
with PI annualised	105,449	119,916	108,876	123,813	112,415	127,837
Team Leader (Secondary)	100,220	114,688	103,477	118,415	106,840	122,264
with PI annualised	105,449	119,916	108,876	123,813	112,415	127,837
Team Leader (Communications)	100,220	114,688	103,477	118,415	106,840	122,264
with PI annualised	105,449	119,916	108,876	123,813	112,415	127,837
Trainees						
Year 1		48,980		50,572		52,215
Year 2		56,271		58,100		59,988
Year 3		63,563		65,629		67,762
Year 4		70,853		73,156		75,533
Engineers (From Graduate entry level)	72,916	149,452	75,286	154,309	77,733	159,324
Central Stores Officer	79,096	96,672	81,667	99,814	84,321	103,058
Clerical and Technical	54,252	149,452	56,015	154,309	57,835	159,324

VNSC Grades						
Grade 1	54,794	68,877	56,574	71,116	58,413	73,427
Grade 2	71,784	87,736	74,117	90,588	76,526	93,532
Grade 3	97,040	116,655	100,194	120,447	103,450	124,361
Grade 4	117,183	131,087	120,992	135,347	124,924	139,746
Grade 5	124,750	152,474	128,804	157,430	132,991	162,546

AusNet Electricity Services rates of pay

Band	Payroll Class	Annual Salary at 31 December 2016	Annual Salary at 31 December 2017	Annual Salary at 31 December 2018
1.1	AAW101	55,232	57,027	58,880
1.2	AAW102	57,392	59,257	61,183
1.3	AAW103	59,243	61,168	63,156
1.4	AAW104	61,300	63,292	65,349
1.5	AAW105	63,461	65,523	67,653
2.1	AAW201	66,309	68,464	70,689
2.2	AAW202	69,324	71,577	73,903
2.3	AAW203	72,227	74,574	76,998
2.4	AAW204	75,266	77,712	80,237
2.5	AAW205	78,192	80,734	83,358
2.6	AAW206	83,126	85,827	88,617
2.7	AAW207	88,626	91,506	94,480
2.8	AAW208	90,530	93,472	96,510
2.9	AAW209	94,406	97,475	100,643
2.1 + PIA	AAP201	71,108	73,419	75,805
2.2 + PIA	AAP202	74,125	76,534	79,022
2.3 + PIA	AAP203	76,819	79,315	81,893
2.4 + PIA	AAP204	80,066	82,668	85,355
2.5 + PIA	AAP205	82,992	85,689	88,474
2.6 + PIA	AAP206	87,926	90,784	93,734
2.7 + PIA	AAP207	93,426	96,462	99,597
2.8 + PIA	AAP208	95,331	98,430	101,629
2.9 + PIA	AAP209	99,207	102,431	105,760
3.1	AAW301	81,767	84,425	87,169
3.2	AAW302	85,778	88,566	91,444
3.3	AAW303	89,584	92,495	95,501

3.4	AAW304	93,492	96,531	99,668
3.5	AAW305	97,504	100,673	103,945
3.2 + PIA	AAP302	90,579	93,523	96,563
3.3 + PIA	AAP303	94,384	97,452	100,619
3.4 + PIA	AAP304	98,292	101,487	104,785
3.5 + PIA	AAP305	102,304	105,629	109,062
4.1	AAW401	102,441	105,770	109,208
4.2	AAW402	107,275	110,762	114,362
4.3	AAW403	112,109	115,752	119,514
4.4	AAW404	117,045	120,849	124,777
4.5	AAW405	122,085	126,053	130,149
4.5 + PIA	AAP405	126,886	131,010	135,268
5.1	AAW501	127,743	131,894	136,181
5.2	AAW502	134,118	138,477	142,978
5.3	AAW503	140,084	144,637	149,337
5.4	AAW504	146,255	151,009	155,917
5.5	AAW505	152,529	157,486	162,604
Band	Payroll Class			
Trainee 1 st Year		37,953	39,186	40,460
Trainee 2nd Year		44,432	45,876	47,367
Trainee 3 rd Year		50,604	52,248	53,946
Trainee 4 th Year		57,185	59,044	60,963

Income Protection Scheme**AusNet Transmission Group & AusNet Electricity Services Income Protection Scheme****BASIS OF COVER**

Class of Insurance	Income Protection Insurance
Basis of cover	AusNet Transmission Group Pty Ltd & AusNet Electricity Services Pty Ltd employees.
The Business	Principally transmission & distribution of electricity and any other activities incidental thereto.
The Situation and/or Premises	Anywhere in Australia including contract sites, where the insured has property or carries on business, has goods or other property stored, or being processed or has work done.
Covering	<p>Income Protection and broken bones insurance for AusNet Transmission Group Pty Ltd & AusNet Electricity Services Pty Ltd employees as detailed in the table of benefits below (and subject to standard insurance exclusions).</p> <p>The company will provide income payments, including the employees' pay, shift allowances, other allowances and regular overtime (averaged over the last six months) for the duration of any claim, including the difference from any WorkCover or TAC payments up to the income as defined below.</p>
Geographical Limit	Worldwide
Waiting Period	14 days
Extensions	<ul style="list-style-type: none"> • All non-professional sporting activities • 24 hours per day/365 days per year cover • Weekly indemnity 104 weeks

INCOME PROTECTION TABLE

Weekly Injury Benefits	<p>To a maximum of \$1,750 per week for up to 104 weeks.</p> <p>If returning to work in a reduced capacity, the plan will 'top-up' reduced capacity income to 100% of pre-injury income to a maximum of \$1,750 per week.</p>	
Weekly Illness Benefits	<p>To a maximum of \$1,750 per week up to 104 weeks.</p> <p>If returning to work in a reduced capacity, the plan will top-up reduced capacity income to 100% of pre-illness income to a maximum of \$1,750 per week.</p>	
Death and Disability	<ol style="list-style-type: none"> 1. Accidental Death \$100,000 2. Permanent Total Disablement \$100,000 3. Paraplegia or Quadriplegia \$100,000 4. Loss of sight of both eyes \$100,000 5. Loss of sight of one (1) eye \$100,000 6. Loss of use of two (2) limbs \$100,000 7. Loss of use of one (1) limb \$100,000 8. Permanent and incurable insanity \$100,000 9. Loss of hearing in: <ol style="list-style-type: none"> (a) both ears \$100,000 (b) one (1) ear \$20,000 10. Permanent loss of use of four (4) fingers and thumb of either hand \$75,000 11. Permanent loss of the lens of one (1) eye \$60,000 12. Third degree burns and/or resultant disfigurement which covers more than 40% of the entire external body \$50,000 13. Permanent loss of use of four (4) fingers of either hand \$40,000 14. Permanent loss of use of one (1) thumb of either hand: <ol style="list-style-type: none"> (a) both joints \$30,000 (b) one (1) joint \$15,000 	
	<ol style="list-style-type: none"> 15. Permanent loss of use of fingers of either hand: <ol style="list-style-type: none"> (a) three (3) joints \$15,000 (b) two (2) joints \$10,000 (c) one (1) joint \$5,000 	

	<p>16. Permanent loss of use of toes of either foot:</p> <p>(a) all – one (1) foot \$15,000</p> <p>(b) great – both joints \$5,000</p> <p>(c) great – one (1) joint \$3,000</p> <p>(d) other than great – each toe \$1,000</p> <p>17. Fractured leg or patella with established non-union \$10,000</p> <p>18. Shortening of leg by at least 5 cm \$7,500</p> <p>19. Permanent partial disablement not otherwise provided for under events 5 to 18 inclusive. Such percentage of the lump sum amount as in the discretion of the insurer shall be determined as not inconsistent with the benefits provided under events 5 to 18 inclusive, up to a maximum of \$75,000.</p>
Broken Bones Benefit	<p>Lump sum benefits payable are as follows:</p> <p>Neck, skull or spine (full break) \$8,000</p> <p>Skull or spine (hairline fracture) \$2,500</p> <p>Hip \$6,250</p> <p>Pelvis \$6,250</p> <p>Ankle or knee (full break) \$4,000</p> <p>Ankle or knee (hairline fracture) \$1,500</p> <p>Cheekbone \$2,500</p> <p>Shoulder blade \$4,000</p> <p>Arm, elbow or wrist \$2,000</p> <p>Upper leg (full break) \$4,000</p> <p>Upper leg (hairline fracture) \$1,500</p> <p>Lower leg (full break) \$4,000</p> <p>Lower leg (hairline fracture) \$1,500</p> <p>Jaw \$4,000</p> <p>Nose \$1,500</p> <p>Collarbone \$2,500</p> <p>Ribs \$1,500</p> <p>Foot or hand \$2,000</p> <p>In the event of multiple broken bones, only the lump sum amount for the broken bone that attracts the highest benefit is paid.</p>

Accidental Dental Benefit	Up to \$2,500 per annum
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APPENDIX 3

Schedule of Availability Allowances

CODE	NAME	Allowance Rate as at 31 December 2016	Allowance Rate as at 31 December 2017	Allowance Rate as at 31 December 2018
1ax3	Higher Rate for First Response	170.85	176.40	182.13
1ax4	Higher Rate for First Response	77.77	80.30	82.90
1ax5	Higher Rate for First Response	102.51	105.84	109.28
a2x3	Availability 2x3	683.39	705.60	728.53
a2x5	Availability 2x5	412.39	425.79	439.63
a3x4	Availability 3x4	770.58	795.62	821.48
avun	Availability Unshared	1,027.44	1,060.83	1,095.31
ax2	Availability x 2	514.90	531.63	548.91
ax3	Availability x 3	344.05	355.23	366.78
ax4	Availability x 4	258.04	266.43	275.09
ax5	Availability x 5	154.35	159.36	164.54
ax6	Availability x 6	128.43	132.61	136.92
ax7	Availability x 7	110.76	114.36	118.07
ax8	Availability x 8	95.43	98.54	101.74
conc	Concessional Allowance	514.90	531.63	548.91
	Weekend daily rate	83.65	86.37	89.18

Safe work hours

PURPOSE

The company has a concern with the extent of long hours worked by our field employees and the potential risks being taken as a consequence of these long hours.

Everyone needs to be very clear on this: The company will never compromise safety. If you have worked a long shift and are getting tired, YOU are responsible for making the judgement. "Should I go home or should I do one more fault?"

PRACTICE

Exact rules can't be written that define exactly how tired you are. It depends on factors like what time you got to bed the night before, how physical the day works were, how fit you are, and so on. YOU are the final judge of whether you are fit to continue work or whether you are compromising safety and should go home.

We are lucky enough to have people dedicated to keeping the lights on and restoring power for customers as quickly as possible. To ensure we don't pursue customer service at the risk of compromising safety, with immediate effect:

NO-ONE is to work more than 12 hours in a 24-hour period without specific authorisation by the Duty Supervisor, "(TDS)"

If you have worked 12 hours and have further work to attend to you will call the Duty Supervisor rostered on for your area. The Duty Supervisor will then discuss the nature of the outstanding faults and how you feel. Depending on the assessment, agreement may be reached that you can continue working, someone else may be called to attend the fault or the fault may be left until the next day.

Furthermore, no one is to work multiple long sessions of work (ie greater than 17 hours) in a given week without the approval of either the Construction and Maintenance Manager or the Faults and Connections Manager. In practice this will be administered by checking there has been an adequate break between these extended sessions of work.

Together we must avoid any situation where safety is compromised.

Guidelines for evaluating if the personnel should continue working.

Definition of Hours worked

The 12-hour definition covers both normal and overtime hours within a 24-hour period and excludes breaks and rest periods.

Example.

Normal Workday	7:30 AM to 4:20 PM	8.33 hours
Home (rest period)	4:00 PM to 9:00 PM	0 00 hours
Response to faults	9:00 PM to 12:40 AM	3.66 hours.
Total	12 hours	

The crew must call their Duty Supervisor at 12:40 AM to discuss the outstanding faults and how they feel to enable the Duty Supervisor to determine the course of action.

The following parameters will be utilised by Duty Supervisors and/or their Managers to assess if the field personnel should continue working. A record of this assessment will be maintained by the Manager on the "Assessment of Safe Working Hours" form.

Fitness of the Crew Personnel.

- (a) Do the members of the fault crew all feel they are competent to continue to work safely to resolve further faults?
- (b) Does the Duty Supervisor through overall discussions with the crew have a level of confidence the crew can continue to work safely?

Job Diagnosis.

- (a) Can the fault be delayed to the next day without a significant impact on CMOS, or the customer's health or livelihood? (eg. a single household may be able to be delayed for a few hours but a dairy farmer with a full milk vat should have a greater priority and be resolved at the earliest opportunity.
- (c) Can the fault be temporarily but safely repaired and made safe and the fault properly repaired the following morning or possibly later? This may be particularly important when Initial inspection of the fault identifies not all materials are available to make a final fix of the fault.
- (d) Can the fault be safely delayed to the following day without any further works?

Skills of the Crew

- (a) Does the fault crew have the right skills and equipment and materials to undertake the works safely?
- (e) Should the fault be allocated to a different crew? (eg. allocate to a construction crew and the initial crew only make safe).

Reassessment Period - 3 hours

In circumstances where it is agreed that the field personnel continue working more than 12 hours, a reassessment will be undertaken if the crew still have outstanding faults after 15 hours work and subsequently every three hours where field crews do continue working.

When employees have worked 18 hours without an adequate break and feel at that time they can competently continue to work, supervisors will direct the employees to take a minimum break of 10 hours unless the inherent risk to public safety is greater than the risk to employees as a consequence of the time worked.

When a break of at least 10 hours is taken, this is considered a reasonable rest and measurement of hours of work can re commence from zero.

Documentation

The Duty Supervisor will have a simple form to complete when evaluating with a crew the decision for the crew to proceed with further faults or go home to rest.

Consultation with Dispatch Centre

If it is decided the crew should not continue, the Faults Dispatch Centre will be consulted regarding the alternative crew to respond to the fault or the decision to leave the fault to the following morning and for the crew to go home to rest and await any subsequent Urgent / Unsafe faults.

In circumstances where a customer's fault may not be resolved until the next morning the Duty Supervisor will discuss the situation with the Faults Dispatch Centre and following consultation advise of the likely reconnection timeframe.

The dispatch centre will be advised of the contact for any further faults that may arise that require urgent attention or immediate response to ensure the site is safe.

Consultation with Affected Customers

In circumstances where a customer's fault may not be resolved until the next morning, the Duty Supervisor may discuss the situation with the customer to more clearly understand the circumstances and following consultation advise the customer of the likely reconnection timeframe.

Support for Duty Supervisor

If at any stage the Duty Supervisor needs support in this assessment process they may call their appropriate Manager, to assist in the assessment process.

Audit

An ongoing monitoring of hours worked by our field personnel will be undertaken as an audit check to confirm that the Safe Working Hours policy is being complied with.

Thermal environment

2.0 Objective

AusNet Transmission Group shall minimise the risks to employees associated with thermally stressful conditions and exposure to ultra violet radiation, by limiting exposure and paying close attention to personal protection and work schedules.

3.0 Safety performance checklist

HOT WORK

- ☐ Have specific jobs or work locations been identified that can cause heat stress?
- ☐ Have these jobs or locations been examined with a view to modification to remove the heat stress potential?
- ☐ If modification is required, have these been built into the Area/Unit H&S plan?
- ☐ Are there written procedures that, when hot conditions prevail, require consideration of the following:
 - Rescheduling of the work,
 - Rotation of the employees,
 - Relocation of the work,
 - Use of heat barriers,
 - Use of fans or other cooling devices?
- ☐ Are work rest regimens applied where temperatures exceed the limits given in the instruction?
- ☐ Is acclimatisation and employee condition taken into consideration when planning the work?
- ☐ Is the appropriate protective equipment used?

COLD WORK

- ☐ Have specific jobs or work locations been identified that require protection from cold?
- ☐ Are there written procedures that, when cold conditions prevail, require consideration of the following:
 - Rescheduling of work,
 - Rotation of employees,
 - Relocation of work,
 - Use of heating devices.
- ☐ Is employee condition taken into consideration when planning work?
- ☐ Is the appropriate protective equipment used?

ULTRAVIOLET RADIATION

- ☐ Are all employees aware of the risks associated with exposure to ultraviolet (UV) radiation?
- ☐ Do all employees have appropriate clothing and equipment to protect them against UV radiation including hats with wide brims, sunglasses and sunscreen?
- ☐ Is sunscreen available on site so that it can be re-applied at least every two hours?
- ☐ Have the effects of UV radiation been considered when planning work?

4.0 Thermal environment

4.1 INTRODUCTION

4.1.1 Scope

This Instruction applies to work situations in AusNet Transmission Group where employees may be exposed to thermally stressful conditions, both hot and cold and exposure to ultraviolet radiation. Furthermore, it establishes the conditions under which work in thermally stressful conditions shall proceed, the manner of its conduct, the precautions to be taken, the equipment, protective appliances and apparel which may be necessary and the monitoring arrangements necessary for the control of any potential health risks. The purpose of this Instruction is to identify and control thermal conditions, which may affect employees' health and safety.

This Instruction collates guidelines, which have been used in the past, in particular:

- The SECV/VTHC Inclement Weather Policy - Instruction to Line Managers and Supervisors; and
- Thermal Stress Guidelines - Heat and Indoor Work.

This Instruction does not alter the intent of those past guidelines, since they had been agreed to with the VTHC.

The parts of this Instruction that apply to outdoor work in hot and cold conditions amplifies those parts of the SECV/VTHC Inclement Weather Policy concerning cold and heat (see Section 4.1.2.1).

4.2 POLICY

To maintain a healthy, safe and efficient workplace, employees should work in conditions that minimise thermal stress. With indoor workplaces, in many cases, it is both technically and practicably feasible to maintain a thermally comfortable workplace. With outdoor workplaces, minimal control over the thermal environment is possible, necessitating close attention to personal protection and work schedules.

4.3 SEC/VTHC INCLEMENT WEATHER AGREEMENT

The full text of this agreement, reached with the VTHC follows:

1. This agreement is intended to cover the work of outdoor workers.
2. 'Inclement weather' shall mean the existence of abnormal climatic conditions (that is rain, hail, cold, wind, dust storm, high temperature or the like or any combination thereof) by virtue of which it is neither reasonable, nor safe for outdoor workers to be exposed to or continue working whilst such conditions prevail.

3. Decisions about whether it is safe to work shall be taken at the local level through consultation and agreement between the supervisor (or employee in charge) and health and safety representative (or employee/union representative). In making such decisions consideration shall be given to the factors referred to in (2) and the resultant presence of chemical vapours or fumes, and the need to use protective clothing and equipment under these conditions.
4. On any day where work is hindered by inclement conditions the supervisor shall confer with the health and safety representative (or employee representative) when requested and it is reasonable to do so and if consultation between the supervisor and the health and safety representative (or employee/union representative) does not occur, outdoor workers shall be entitled to cease work for the rest of the day and be paid.
5. Where prevailing conditions require, normal work shall be modified as agreed between the supervisor and health and safety representative (or employee/union representative).
6. When work has ceased due to inclement conditions, outdoor workers shall have access to shelter from the prevailing inclemency.
7. Outdoor workers may be transferred from one location where it is unreasonable to work due to inclement conditions to work at another location, which is not so affected, subject to the following:
 - (i) No outdoor workers shall be transferred unless there is useful work available for them to perform.
 - (ii) Transfers take place in accordance with a mutually agreed procedure and having regard to:
 - (a) The distance to be travelled;
 - (b) The climatic conditions under which travel takes place; and
 - (c) The normal work time remaining.
8. When work has ceased because of inclement weather, outdoor workers shall not be required to resume work unless it is safe to do so.
9. Pursuant to this inclement weather agreement, the AusNet Transmission Group shall, in consultation with the VTHC, issue specific instructions to regional offices regarding outdoor workers working in heat, that is, in the absence of other inclement factors referred to in (2) and (3). These instructions shall take normal local weather patterns and practices into account.
10. In agreed emergency situations such as loss of supply, public health and safety, safety of AusNet Transmission Group employees and equipment, etc., work shall continue even though inclement weather prevails. An emergency work roster shall be worked out locally whereby available labour is rostered on an equal basis. In the case of bushfires, standard AusNet Transmission Group practice will prevail.
11. No clauses in this policy will in any way affect award rights, or prevailing practices, including those in the building industry.

Aspects of interpretation of this Agreement are given in Appendix A.

4.4 HEALTH EFFECTS

Body temperature is regulated very closely in order to provide the optimum environment for body processes necessary to life. Over a normal day, if no heavy exercise is done, the body's core temperature varies by no more than 0.69 degrees Celsius for most healthy people. On the other hand, the body's skin temperature can vary over a wide range without adverse effect on performance or health. This body temperature balance is maintained in hot conditions by increasing blood flow to the skin and by sweating, and in cold conditions by reduced blood flow to the skin (conserving interior heat) and by shivering.

4.5 COLD RELATED ILLNESSES

Cold related injuries and illness could occur when the rate of body heat loss exceeds the rate of body heat production. Cold injury can affect the whole body (hypothermia) or can be localised. Some illnesses associated with cold stress are:

- Mild to moderate overexposure, which is when the body's core temperature falls between 30 to 35 degrees Celsius. Symptoms include shivering; slurred speech; fatigue; intense shivering; muscular rigidity; problems with vision; clumsiness and lack of co-ordination; confusion.
- Hypothermia, which occurs when the body's core temperature falls below 29 degrees Celsius. The symptoms include drowsiness; irrational behaviour; disorientation; the casualty is cold to touch; decreasing level of consciousness; shallow breathing; slow pulse. In extreme cases, hypothermia can result in death. Most cases of hypothermia occur between 1 degree Celsius and 10 degrees Celsius, although it can occur at air temperatures as high as 18 degrees Celsius or water temperatures as high as 22 degrees Celsius. Body heat is lost faster if the body is wet.
- Frostnip, where skin is exposed to a cold wind. Frostnip causes the skin to turn white. Frostnip can develop into frostbite.
- Frostbite, where the skin temperature falls below zero degrees Celsius. Symptoms include changing skin colour, pain, blisters and numbness. Frostbite may lead to gangrene and loss of affected skin and tissue. Superficial or deep local tissue freezing will only occur at temperatures below minus -1 degrees Celsius, regardless of wind speed.
- Chilblains are inflammatory swellings, sore spots or sores associated with frequent exposure to cold.
- Increased incidence of arthritis, rheumatism, and bronchitis.
- Decrease in dexterity and sensitivity.
- Trench foot and immersion foot, caused by the long exposure to moisture.
- Reproductive disorders (The brain of an early developing foetus is vulnerable to severe disturbances as a result of its mother suffering hypothermia.)

Even before physical injury from cold is a risk, the manipulative skills of unprotected hands are adversely affected. At 16 degrees Celsius, this takes several hours; at 2 degrees Celsius, it takes only a few minutes. Thus, the risk from accident and injury increases with falling temperatures.

When people are working in environments where there are exposed to snow, they are not only at risk from cold related diseases, but also from exposure to UV radiation. Higher altitudes receive more UV radiation than lower altitudes and the snow also reflects the UV radiation. See sections 4.1.3.3 and 4.4.3.

As with heat stress, the physical condition of the employee is a very important consideration. In particular, people with anginal symptoms, circulatory diseases or problems (e.g. Raynaud's Phenomenon) may show adverse effects in conditions that would normally not be of concern. Furthermore, pre-existing arthritic conditions may be aggravated.

4.6 HEAT RELATED ILLNESSES

Heat caused injuries and illnesses come about through an excessive rise in core (deep body) temperatures or by the overloading and exhaustion of the body's protective or balancing mechanisms. In very hot conditions sweat evaporation is the only means by which the body can maintain its temperature within the narrow range necessary for healthy functioning.

Large amounts of fluid that can be lost by this mechanism must be replaced to prevent dehydration. People, who are overweight, physically unfit, suffer from heart disease, abuse alcohol or take certain medications are at greater risk of suffering the adverse effects of heat illnesses. The following are some illnesses associated with heat:

- Dehydration this is caused by insufficient water intake. Symptoms include headache, drowsiness, fatigue; loss of appetite; nausea; and decreased output of urine that may be dark yellow.
- Heat cramps are caused by loss of body salts. They are characterised by dizziness; faintness; tiredness; nausea, vomiting; cool moist skin; and painful muscle cramps in abdomen, legs and arms (both at rest and when moving about).
- Heat exhaustion is caused by insufficient water intake to balance losses through sweating, it occurs when the body's temperature reaches 37 to 39 degrees Celsius. Symptoms include dizziness, faintness; lack of co-ordination; fatigue; thirst; loss of appetite, nausea; pale, cool skin; profuse sweating; and rapid breathing and pulse. Without treatment, collapse is inevitable.
- Heat stroke can occur when the body's core temperature reaches 40 - 43 degrees Celsius. If not promptly treated, it can lead to death. Symptoms include headache; dizziness, faintness; blurred or double vision; irritability, aggression; flushed dry skin; rapid strong pulse; decrease level on consciousness (may lead to seizures).

Even before physical injury from heat is a possibility, the performance of the unprotected worker will decline. This is associated with increased risk of accidents.

The physical condition of the employee is a very important consideration. Individuals who are not acclimatized and people who have heart conditions, high blood pressure or several other medical conditions may show adverse reactions in conditions that would not normally be of concern.

People who are not acclimatized do not efficiently sweat as those who are acclimatized. One or two weeks away from hot work can lead to a loss in acclimatization. It can take about one week to become acclimatized.

4.7 ULTRAVIOLET RADIATION

Approximately 2 out of 3 Australians, who live to 75 years of age, can expect to develop some kind of skin cancer during their life time. This is the highest rate of skin cancer occurrences in the world.

Exposure to the solar ultraviolet (UV) radiation, via the sun, can cause damage to the skin. (All skin types can be affected by too much exposure to sunlight.) Such exposures can also lead to eye damage including cataracts.

Exposure to sunlight should be minimised. The factors affecting the levels of exposure are:

- Time of day; (UV levels are highest when the sun is directly overhead, i.e. between 10 am – 2 pm or 11 am to 3 pm during daylight savings time. These times are not necessarily the hottest part of the day.)
- Cloud cover;
- Season of the year;
- Distance to the equator;
- Altitude; (Higher altitudes receive more UV radiation. For example, Mt. Hotham can receive up to 20% higher UV levels than at sea level.)
- Extent of reflection; (Many surfaces can reflect UV radiation. The snow can reflect up to 90% of UV radiation.)
- Extent of shade;
- Amount of personal protection;

4.8 MEASURING THE THERMAL ENVIRONMENT

The measurement of the thermal environment will be determined via the temperatures given by a local radio station or by reading a thermometer at the worksite.

4.9 WORK PROCEDURES

Proper planning can reduce the risk of thermal stress.

Team Leaders, in consultation with health and safety representatives, should assess and give due consideration to local and special circumstances in assessing conditions likely to induce thermal stress.

4.10 PLANNING AND ORGANISING WORK IN HOT CONDITIONS

During periods such as heatwaves in summer, work practices should be reviewed to ensure that the workload is compatible with physical capabilities of the employees and environmental limits set in this Instruction.

In anticipation of hot days, local Team Leaders/managers, in consultation with health and safety representatives, should consider the following:

- Re-scheduling of heavier work to other days or to cooler periods of the day.
- The provision of extended or more frequent work breaks.
- Rotation of employees engaged in heavier tasks.
- Change in the rate of work (e.g. taking longer to do the work).

- Provision of lighter alternate work.
- Individual's physical capabilities when planning work.
- Change in location of work.
- Maximisation of natural ventilation (e.g. doors, windows, vents).
- Use of heat barriers and insulation where appropriate (e.g. the provision of shielding of radiant heat entering windows).
- Isolation of hot processes where practicable.
- Use of air circulating fans or similar spot cooling equipment.
- Modifying clothing within limits imposed by safety considerations.

4.11 MECHANICAL VENTILATION IN HOT CONDITIONS

Where mechanical ventilation is to be provided, all statutory requirements relating to the number of air changes shall be met. In areas such as workshops, stores, depots and similar large buildings where ceiling height exceed 2.7 m; total cooling will not normally be technically non practicably viable. In these instances, because of architectural and engineering considerations, further advice should be sought. Alternatively, spot cooling may be used to offset the effects of indoor heat.

4.12 PLANNING AND ORGANISING WORK IN COLD CONDITIONS

During periods of severe cold or where there is a risk of extreme adverse conditions (blizzards, heavy snow and so on), work practices should be reviewed to ensure that the workload is compatible with the physical capabilities of the employees and environmental limits set in this Instruction.

4.3.3.1 Outdoor Work

In anticipation of such periods, local Team Leaders/managers, in consultation with health and safety representatives, should consider the following:

- Re-scheduling of work that may take people away from readily accessible shelter to other days.
- The scheduling of work so that light to moderate work is carried out continuously, rather than heavy work punctuated by frequent breaks. Inactivity in cold conditions increases the risk of cold stress. In addition, skin wet from sweat will cool much more rapidly than dry skin.
- Individual physical capability, condition and state of health when planning work.
- Re-scheduling of work to the warmer parts of the day.
- Use of windbreaks and barriers to avoid wind exposure.

4.3.3.2 Indoor Work

For work that involves entering cold rooms, freezers, blast chiller rooms and so on, local supervisors/ managers, in consultation with health and safety representatives, should consider the following:

- Ensuring that no one can be locked in accidentally.

- The arrangement of work so that work periods in cold conditions are minimised.
- Rotation of employees who have to enter cold locations during the work period.

PROTECTION MEASURES

In Hot Environments

Additional to the requirements of Section 4.3.1, and irrespective of the need for rest breaks, employees should protect themselves to the greatest extent possible from heat related illnesses by:

- Altering the work schedule so that heavier work is done during cooler periods.
- Reducing the radiant heat load by providing shade in outdoor work and shielding from sources of radiant heat in indoor work (e.g. furnaces).
- Increasing convective heat loss by improving air circulation.
- Promoting evaporation of sweat by reducing humidity increasing air movement and wearing suitable clothing.
- Preventing dehydration by active attention to adequate fluid replacement.
- Ensuring workers are fit acclimatized and not taking medication that will impair their ability to cope with heat stress.
- Allowing rest period if possible in air-conditioned spaces. This helps in three ways - lowering metabolic heat production, decreasing environmental body heat and providing an opportunity to increase fluid intake.
- Allowing self-regulation of work if fatigue discomfort or other symptoms occur.
- Wearing loose fitting cotton or cotton blend protective clothing as appropriate for the safe working requirements of the job to promote good air circulation around the body;
- Wearing a minimum of loose fitting clothing under protective clothing; and
- Reducing the consumption of cigarettes and alcoholic beverages.
- No bare hand live line work is to be performed when the temperature reaches or exceeds 34°C.

During the hot season, or when employees are exposed to additional heat (e.g. around boilers), cool drinking water will be made available to employees in such a way that they are encouraged to frequently drink small amounts, i.e. one cup every 15-20 minutes (about 150 ml). Aerated beverages are to be avoided.

In Cold Environments

Problems from exposure to cold are minimised by limiting the time of exposure and providing protective clothing.

In addition to the requirements of Section 4.3.3, the following precautions and procedures should be taken in cold, windy areas:

- Several layers of clothing should be worn. In this way, some air is trapped between each layer and the air is a good insulator. The 'V-I-P method' layering

clothes uses this principle. V – ventilating layer, this consists of cotton, waffle weave, or fishnet type of underwear, not only providing for the trapping of body heat, but also providing the opportunity for moisture to escape. I – insulation layer, this consists of wool or some of the newer materials such as fibrefill that retain their insulating value even when they are wet. P – protective layer, the aim of this layer is to protect the other layers from the elements and to act as a windbreak, therefore a suitable material needs to be sought.

- The clothing worn should allow some venting of moisture from perspiration.
- Since metal will conduct heat away from the body quite rapidly, care should be taken when handling metal objects such as tools. If possible, and appropriate, tools that have wooden handles should be used.
- Some modifications to equipment may have to occur to allow their use with gloves.
- Approved protective clothing that does not restrict circulation should be worn. The Safety and Training Unit can advise on appropriate clothing for particular circumstances.
- Adequate insulating clothing must be provided to workers if work is performed in air temperatures below 4 degrees Celsius.
- If the air temperature falls below -
 - 10 degrees Celsius for sedentary work;
 - 4 degrees Celsius for light work; or
 - -7 degrees Celsius for moderate work,
- then gloves shall be used. If this is not possible, then provision shall be made for warming workers' hands every 10 minutes.
- At air temperatures of 2 degrees Celsius or less, workers who become immersed in water or whose clothing becomes wet must be immediately provided with a change of clothing and be treated for hypothermia.
- Eye protection for workers employed out of doors in a snow and/or ice covered terrain shall be supplied.
- Where possible warm rooms should be provided.
- Where possible warm drinks should be provided.

Against ultraviolet radiation

The whole body must be protected against the effects of ultra violet radiation.

Clothing – full body clothing that has a closed weave and is loss fitting should be worn. It should not allow visible light to penetrate through it, as it will allow UV rays to reach the skin. Clothing is faded or is wet it will provide less protection against UV rays.

Neck and ear protection – baseball caps and safety helmets do not provide protection to the neck and ears, and to not fully shield the face. Therefore wide brim hats (10cm to 12cm) should be worn. Inner liners for safety hats, that add a brim to the safety hat should be worn.

Eyes – sunglasses that meet Australian Standards 1337 and 1338 and also have lenses that are to be used for 'outdoor tinted or photo chromic' should be worn. Other sunglasses may not

meet any Australian Standard or only meet Australian Standard 1067 do not provide adequate protection to the eye from other hazards such as flying objects.

Sunscreen – sunscreen should be used to supplement the above measures and should not be used as a sole means of protection against UV radiation. Sunscreen should be rated as broad spectrum and 30+. Sunscreen should be applied 15 – 20 minutes before going outdoors. Sunscreen should be re-applied ever 2 hours, more frequently if sweating or swimming. The lips should be protected against sunburn via the use of an appropriate 'lip gloss' or zinc. Zinc can also be used to provide additional protection to the nose.

Personal Protection in Special Circumstances

Where modifications to a person's micro-environment, e.g. appropriate use of a cooling suit or other methods noted in Section 4.3, are sufficient to remove the dangers of thermal stress, the rest breaks provided in Section 4.5 shall not apply. However, under these circumstances, advice from medical or health and safety professionals should be obtained.

HYGIENE STANDARDS

Rest Breaks - Hot Conditions

The purpose of rest breaks is to lower work energy output to offset heat stress and should be considered as defining the ratio of work to rest (e.g. 30 minutes' rest in each hour means 50% work and 50% rest in any given period). The procedure of allowing rest break time to be accumulated over a day/shift and used to shorten the overall work period, rather than allowing periodic breaks, shall be prohibited.

Employees shall remain in their general work location when taking rest breaks unless authorised by supervision to do otherwise (refer to 4.1.2.1, Clause 4 and Appendix A). Where it is unreasonable to work due to hot conditions, and it is not possible to control this heat, transfers to another location may take place in accordance with a mutually agreed procedure and having regard to:

- (a) The distance to be travelled;
- (b) The availability of useful work activity upon transfer;
- (c) Normal work time remaining; and
- (d) (For outdoor work) the climatic conditions under which travel take place.

Work-Rest Regime for Indoor Work in Hot Conditions

If the temperature reaches 38 degrees Celsius indoors and 60-minute rests breaks are taken, this effectively means that work should stop until the temperature falls below 38 degrees Celsius. Once the temperature falls below 38 degrees Celsius, work should recommence in accordance with rest breaks given in the following table.

Duration of Paid Rest Breaks in Each Hour When the Indoor Temperature Reaches or Exceeds (All Geographic Locations)	Indoor Temperature No Direct Heat Source or High Humidity
15 minutes	32 degrees Celsius
30 minutes	34 degrees Celsius
45 minutes	36 degrees Celsius

60 minutes	38 degrees Celsius
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4.21 WORK-REST REGIME FOR OUTDOOR WORK IN HOT CONDITIONS

If the temperature reaches the 60-minutes/hour-rest regime, this means that work should stop until the temperature falls below the 60-minutes/hour rest regime, where upon work should recommence in accordance with the rest breaks given in the table below.

Rest breaks should be taken in shaded, cooled or air-conditioned rest areas where available.

Duration of Paid Rest Breaks in Each Hour When the Temperature (As Determined in 2.3) Reaches and/or Exceeds	Metropolitan, South Western Gippsland	Mallee, Wimmera, North Eastern and Northern and Midland
15 minutes	30 degrees Celsius	32 degrees Celsius
30 minutes	32 degrees Celsius	34 degrees Celsius
45 minutes	34 degrees Celsius	36 degrees Celsius
60 minutes	36 degrees Celsius	38 degrees Celsius

4.22 WIND-CHILL INDICES (EQUIVALENT CHILL TEMPERATURE)

Air movement is very important in cold environments since the combined effect of wind and temperature can produce a condition called 'wind-chill'. Effectively, the higher the wind speed and the lower the temperature in the work area, the greater the required insulation value of protective clothing worn. An equivalent chill temperature chart relating actual air temperature and wind velocity can be used when estimating the combined cooling effect of wind and low temperatures on exposed skin, or when determining clothing insulation requirements to maintain the deep core body temperature at a desired level.

TABLE OF WINDCHILL INDICES

Estimated Measured Dry Bulb Temperature Readings, degrees C											Air
10	4	-1	-7	-12	-18	-23	-29	-34	-40	Velocity	
Km/hr	Knots	Equivalent Temperature, degrees C									
Calm	Calm	10	4	-1	-7	-12	-19	-23	-29	-34	-40*
8	4	9	3	-3	-9	-14	-21	-26	-32*	-38*	-44*
16	9	4	-2	-9	-16	-23	-31	-36*	-43*	-50*	-57*
24	13	2	-6	-13	-21	-28	-36*	-43*	-50*	-58*	-65#
32	17	0	-8	-16	-23	-32*	-39*	-47*	-55*	-63#	-71#
40	22	-1	-9	-18	-26	-34*	-42*	-51*	-59#	-67#	-76#
48	26	-2	-11	-19	-28	-36*	-44*	-53*	-62#	-70#	-79#
56	30	-3	-12	-20	-29	-37*	-46*	-55*	-63#	-72#	-81#
64	34	-3	-12	-21	-29	-38*	-47*	-56*	-65#	-73#	-82#

DANGER: IF NOT
PROPERLY CLOTHED
REDUCED MANUAL

*DANGER OF
FREEZING
EXPOSED FLESH

#VERY
DANGEROUS

DEXTERITY
LITTLE DANGER:
For exposure of less than one hour if skin is dry. Maximum danger of false sense of security.

INCREASING DANGER Danger from freezing of exposed flesh within one minute



Combination of estimated air velocity and the measured dry bulb temperature readings given in the first row (above) of the Table.

Guidelines under Cold Conditions

The following guidelines are based upon Equivalent Chill Temperatures (ECT) which can be derived from the previous table.

ECT DEGREES C GUIDELINES

- 7 degrees C If work is performed continuously (all day):

- Heated warming shelters shall be available nearby;
- Dry clothing must be available; and
- Warm drinks should be provided.

-12 degrees C Each worker shall be under constant protective observation (buddy system).

- Work rate should not be so high as to cause heavy sweating. If heavy work is required, heated shelter must be provided.
- Employees must be accustomed to the work and have undergone training (see Section 4.6).
- Periods of inactivity must be minimised.

-23 degrees C A regime of 10 minutes' warm up in a warm location and 30 minutes' work shall be implemented.

-40 degrees C Only emergency work should occur.

'White out' conditions can occur in the snow where orientation and direction can be lost. Work should not be planned in these conditions, although it is recognised that sudden changes in weather can catch work parties away from base.

ACCLIMATISATION

All employees returning from prolonged leave (e.g. greater than two weeks) moving into an area where there may be a potential danger to health due to low or high temperatures should be given time to acclimatise; this would normally be one week.

In Hot Conditions

Acclimatisation is very important in hot environments. Variations to the temperatures listed in Sections 4.5.2 and 4.5.3 are applicable if the employee is obese or elderly, or if the employee has other medical conditions that are likely to cause adverse effects when working in hot conditions.

Team Leaders should seek advice from Health and Safety professionals if any of the following circumstances arise and are cause for concern:

- New un-acclimatised employees moving into an area of potential danger to health due to high temperatures.
- Employees returning to work in a hot environment after an absence exceeding two weeks.
- Employees indicating a history of health problems when exposed to heat.

In Cold Conditions

Physical acclimatisation to cold is minimal. At best, tolerance to cold increases. Much more important is to ensure that ALL workers are instructed in appropriate safety and health procedures in cold environments. This should occur on an annual basis at the beginning of winter.

Such a training program should include as minimum instruction, details on:

- Proper re-warming procedures;
- Appropriate first aid treatment;
- Proper clothing practices;
- Proper eating and drinking habits;
- Recognition of impending frost-bite;
- Recognition signs and symptoms of impending hypothermia or excessive cooling of the body when shivering does not occur; and
- Safe work practices.

The following medical precautions should be taken:

- Employees shall be excluded from work in cold at minus 1 degrees Celsius or below if they are suffering from diseases or taking medication which interferes with normal body temperature regulation or reduces tolerance to work in cold environments.
- Employees exposed routinely to temperatures below minus 18 degrees Celsius should be medically certified as fit for such exposures. Advice on such requirements should be sought from Medical Officers.

EMERGENCY CONDITIONS

In agreed emergency conditions such as loss of supply, public health and safety, safety of AusNet Transmission Group employees and equipment, etc., work shall continue in order to secure the immediate emergency. A work roster shall be determined locally whereby available labour is rostered on an equal basis. In the case of bushfires, standard AusNet Transmission Group practice will prevail (refer Section 4.1.2.1, Clause 10).

There shall be no such exemption from the provisions of this Instruction without agreement between local management and employees.

INDIVIDUAL EMPLOYEE'S RIGHTS

This Instruction does not preclude any individual employees from ceasing work if the thermal environment genuinely distresses them. Team Leaders/Management, and health and safety staff as appropriate, shall be informed of cessation of work.

UNIT/AREA RESPONSIBILITY

The Unit/Area carrying out work, which may expose employees to an adverse thermal environment, is responsible for ensuring that the provisions of this Instruction are carried out.

5. APPENDIX A: INCLEMENT WEATHER POLICY: INTERPRETATION

This is an agreed interpretation of the Inclement Weather Policy between the SEC and ETU, and is contained in a memorandum from Manager, Employee Relations, dated 14 July 1986.

The ETU has acknowledged that employees should not leave the workplace without being authorised by management.

The AusNet Transmission Group and ETU see the need for a consistent approach to be adopted when the temperature has reached the level at which 60-minute rest breaks are to be taken.

Under the terms of the Inclement Weather Policy, employees may be transferred from a location which is affected by heat, to another location which is not affected, provided that there is useful activity available for the employees to perform at the new location. The transfers should also have regard to the distance to be travelled, the climatic conditions of the travel and the normal work time remaining.

The ETU considers that if a stressful and unhealthy work environment exists, with no alternative work situations or locations available, management should authorise the employees to leave the workplace.

It is agreed that if it is consistent with the Inclement Weather Policy

(Section 4.2.1, Clause 7), then authorisation to leave the workplace should be given.

Supervisors and line management on individual work sites should exercise some discretion, taking into consideration the time that the prescribed temperature level is reached and the normal work time remaining.

There is agreement that in emergency situations, such as loss of supply, public health and safety, and safety of employees and equipment work shall continue, even though inclement weather prevails (Section 4.1.2.1, Clause 10).

REFERENCE MATERIAL

VTHC Inclement weather agreement.

19 May 2017

Commissioner Roe
Fair Work Commission
11 Exhibition St,
Melbourne. VIC. 3000

Re: AG2017/1319 – S.185 Application, AusNet Services Undertaking

Dear Commissioner Roe,

I confirm that AusNet Services is willing to provide the following undertaking in relation to Clause 24 –Parental Leave:

AusNet Services undertakes that an employee's right to request further parental leave and any other conditions provided for by the Fair Work Act and the National Employment standards (NES) in relation to Parental leave will apply in addition to the provisions set out in the Agreement.

Sincerely,



Maryann Butler
Head of Workplace Relations.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.

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- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.