



Aurora Energy Agreement 2008

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PART 1 - GENERAL	4
1. Title	4
2. Parties.....	4
3. Parties bound.....	4
4. Duration and commencement date of entitlements.....	4
5. Definitions	5
6. Effect of Agreement	11
7. No extra claims	11
PART 2 - OBJECTIVES	12
8. Purpose and vision	12
9. Values and behaviours	12
10. Partnership principles	14
11. Consultation in relation to change.....	14
12. Job security.....	14
13. Anti-discrimination.....	15
14. Occupational health and safety.....	15
15. Training (Includes training for shop stewards)	16
16. Graduate development	16
PART 3 - EMPLOYMENT CONDITIONS.....	18
17. Terms of employment	18
18. Termination of employment	21
19. Transmission of business	21
20. Supported wage system	23
PART 4 - HOUR OF WORK AND OVERTIME.....	27
21. Types of work.....	27
22. Hours of work.....	27
23. Day workers	27
24. Shift work	31
25. Absence from duty	35
26. Overtime	35
27. Meal breaks	44
PART 5 - CLASSIFICATIONS, WAGE RATES AND ALLOWANCES	46
28. Classification and salary structure	46
29. Payment of salaries	46
30. Overpayment of salaries	46
31. Superannuation.....	47
32. Annualised salaries.....	47

33. On-call allowance.....	47
34. Meal allowance	48
35. Higher duties allowance.....	49
36. Living away from home allowance	49
37. Travelling	50
38. Incidental allowance.....	50
39. First aid allowance	51
40. Kilometre allowance.....	51
41. Bass Strait Islands allowance	51
42. Electrical licence arrangements	53
43. Electricity discount	53
PART 6 - LEAVE ENTITLEMENTS	54
44. Annual leave	54
45. Annual leave loading.....	57
46. Sick leave.....	58
47. Carer's leave	64
48. Unpaid carer's leave	65
49. Compassionate leave	65
50. Parental leave	66
51. Long service leave	75
52. Long service leave for apprentices & trainees	81
53. Community service leave.....	82
54. Special leave.....	82
55. Defence leave	83
56. Sporting and cultural leave	84
57. Attendance at court.....	85
58. Public holidays	85
PART 7 - DISPUTE RESOLUTION	87
59. Dispute settlement procedure	87
60. Vehicle Review	89
PART 8 - REDUNDANCY.....	90
61. Definitions	90
62. Principles	90
63. Ordinary dismissal	91
64. Notice and consultation of redundancy situation.....	91
65. Notice to employees	91
66. Determining redundant employees	91
67. Assistance to employees during the period of notice.....	92
68. Employee transitional assistance.....	92
69. Severance payments	93

70. Relocation expenses.....	94
71. Transfer to alternative positions.....	95
72. Salary maintenance	96
73. Training and re-training.....	96
74. Transfers to alternative locations	96
75. Undertaking by parties to the agreement.....	96
76. Exclusions.....	97
77. Scale of payment	97
APPENDIX 1 - TABLE OF SALARIES.....	98
APPENDIX 2 - ALLOWANCES.....	99
APPENDIX 3 - SIGNATORIES TO THIS AGREEMENT	100

PART 1 - GENERAL

1. TITLE

- 1.1. This *Agreement* is known as the Aurora Energy Agreement 2008.

2. PARTIES

- 2.1. Parties to this *Agreement* are:

- 2.1.1. Aurora Energy Pty Ltd (ABN 85 082 464 622), and its *employees* classified within the classification levels contained within the Table of Salaries in Appendix 1 whether members of a *union* or not, and the following *unions*;
- 2.1.2. Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia - Electrical, Energy and Services Division;
- 2.1.3. Association of Professional Engineers, Scientists and Managers, Australia;
- 2.1.4. Australian Municipal, Administrative, Clerical and Services Union;
- 2.1.5. Automotive, Food, Metals, Engineering, Printing, and Kindred Industries Union; and
- 2.1.6. Australian Workers' Union, Tasmania Branch.

3. PARTIES BOUND

- 3.1. This *Agreement* is binding on Aurora Energy Pty Ltd (ABN 85 082 464 622), and its *employees* classified within the classification levels contained within the Table of Salaries in Appendix 1 whether members of a *union* or not, and each *union* described in clauses 2.1.2, 2.1.3, 2.1.4, 2.1.5, and 2.1.6.

4. DURATION AND COMMENCEMENT DATE OF ENTITLEMENTS

- 4.1. This *Agreement* comes into operation seven (7) days after the Workplace Authority Director issues a notice that the *Agreement* has passed the no-disadvantage test.
- 4.2. The nominal expiry date of this *Agreement* is 1 May 2011.
- 4.3. The *employees* are entitled to the entitlements set out in this *Agreement* calculated from 1 May 2008.

5. DEFINITIONS

5.1. In this *Agreement*:

accredited assessor means a person accredited by the management unit established by the Commonwealth under the *Supported Wage System* to perform assessments of a person's productive capacity within that system.

accustomed workplace means:

- (a) An *employee's* agreed workplace as set out in his or her contract of employment; or
- (b) An *employee's* usual place of work as directed by *Aurora*; or
- (c) If an *employee* has an approved work from home arrangement, that *employee's report centre*.

acquiring employer means the successor, transmittee or assignee of the whole or a part of *Aurora's* business.

adoption leave means:

- (a) A single, unbroken period of leave (*short adoption leave*) of up to three (3) weeks taken by an *employee* within the three (3) weeks starting on the day of placement of an *eligible child* with the *employee* for adoption. One week of *short adoption leave* is paid and the remaining two weeks is unpaid; or
- (b) A single, unbroken period of unpaid leave not exceeding one hundred and four (104) weeks (*long adoption leave*), other than *short adoption leave*, taken by an *employee* after the day of placement of an *eligible child* with the *employee* for adoption so that the *employee* can be the child's primary care-giver.
- (c) The total period of leave taken in conjunction with the placement of an *eligible child* including all forms of paid and unpaid leave may not exceed one hundred and four (104) weeks.

Agreement means this *Agreement*, known as the Aurora Energy Agreement 2008.

afternoon shift(s) means any shift(s) starting at or after 10.00am and before 8.00pm.

apprentice means an *employee* engaged under a training agreement in accordance with the *Vocational Education and Training Act 1994 (Tas)* and who is not a trainee.

assessment instrument means the form provided for under the *Supported Wage System* which records the assessment of the productive capacity of a person to be employed under that system.

Aurora means Aurora Energy Pty Ltd (ABN 85 082 464 622).

casual employee means an *employee* engaged on a casual basis pursuant to clause 17.7.

calendar year means the period commencing 1 January and concluding 31 December.

consumer price index means the *Consumer Price Index: Average All Capital Cities* published by the Australian Bureau of Statistics in accordance with the *Census and Statistics Act 1905* (C'th).

Commission means the Australian Industrial Relations Commission, or any successor to that Commission.

conduct inconsistent (with contract of employment). Examples of situations where conflicts may arise include where the *employee* uses information to his or her personal benefit, or unauthorised use of *Aurora* property for personal use, or competes with *Aurora*.

continuous shiftwork means work performed in accordance with a roster that requires consecutive shifts to be performed for twenty-four (24) hours a day, seven (7) days a week and which requires *employees* to rotate or alternate in the working of such shifts.

continuous shiftworker means an *employee* who regularly performs *continuous shiftwork*.

day worker means an *employee* as defined in clause 23.

day shift(s) means any shift(s) starting at or after 6.00am and before 10.00am.

dependant child means a child under the age of eighteen (18) years of age, and includes an adopted child, step child, and an ex-nuptial child.

Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (C'th), as amended from time to time, or any successor to that scheme.

Division means a recognised area of *Aurora's* business reporting to a single General Manager which contains *work groups*.

employee means an *employee* of *Aurora* subject to the terms of this *Agreement*.

employment conditions mean the terms and conditions that apply to an *employee's* employment at any time.

eligible casual employee means a *casual employee* who:

- (a) has been engaged by *Aurora* on a regular and systematic basis, or for a sequence of periods of employment, during a period of at least twelve (12) months; and
- (b) but for an expected birth, or an expected placement of an *eligible child*, would have a reasonable expectation of continuing engagement by *Aurora* on a regular and systematic basis.

eligible child means a child placed for adoption with an *employee* who is under five (5) years of age at the date of placement and who has not previously lived continuously with

the *employee* for a period of six (6) months or more at the date of placement and who is not a child or step-child of the *employee* or the *employee's spouse*.

emergency situation means a situation that requires an emergency response to ensure the continuity and maintenance of electricity supply.

full-time employee means an *employee* engaged on a full-time basis pursuant to clause 17.4.

Hydro means the Hydro-Electric Corporation.

immediate family means:

- (a) A *spouse*, child, parent, grandparent, grandchild or sibling of an *employee*; or
- (b) A child, parent, grandparent, grandchild or sibling of a *spouse* of an *employee*.

long adoption leave means a single, unbroken period of unpaid leave, other than *short adoption leave*, taken by an *employee* within one hundred and four (104) weeks immediately following the date of placement of an *eligible child* with the *employee* for adoption so that the *employee* can be the child's primary care giver.

long paternity leave means a single, unbroken period of unpaid leave up to one hundred and four (104) weeks to be taken within the one hundred and four (104) weeks immediately following the birth of the child in order for the *employee* to be the primary care-giver of a child.

manager means an *employee* who has responsibility for the supervision or coordination of a *work group(s)*, department or work team, including delegated authority to direct the work of *employees* within each *work group*.

maternity leave means:

- (a) unpaid leave (***special maternity leave***) taken by an *employee* because:
- (b) she is pregnant, and has a pregnancy related illness; or
- (c) she has been pregnant and the pregnancy has ended after twenty-eight (28) weeks, otherwise than by the birth of a living child; or
- (d) a single unbroken period of unpaid leave (***ordinary maternity leave***) taken in respect of the birth, or the expected birth, of a child of the *employee* (other than leave taken as *special maternity leave*).
- (e) the total period of leave taken in conjunction with the birth of a child including all forms of paid and unpaid leave may not exceed one hundred and four (104) weeks.

night shift(s) means any shift(s) starting at or after 8.00pm and before 6.00am.

non-continuous shiftwork means work performed in accordance with a roster that provides for two (2) shifts a day, and which requires *employees* to rotate or alternate in the working of such shifts.

non-continuous shiftworker means an *employee* who regularly performs *non-continuous shiftwork*.

on-call means when an *employee* is required pursuant to a roster to be available for after hours duty to ensure the safety of the community and/or continuity of electricity to *Aurora's* customers.

ordinary duties means those duties that fall within an *employee's* skills, competence and training and are contained within an *employee's* agreed position description.

ordinary hours of work means the hours worked by an *employee* in accordance with clause 22 and either clauses 23.1, 23.2, 24.2 and 24.4.

ordinary pay means the hourly rate payable to an *employee* based on the *employee's* annual salary contained within the Table of Salaries in Appendix 1. *Ordinary pay* does not include *overtime*, incentive-based payments, bonuses, loadings, penalty rates, monetary allowances (including Bass Strait Islands allowance, shift allowance, on call allowance, meal allowance, higher duties allowance, living away from home allowance, and the first aid allowance) or any other similar separately identifiable entitlement.

overtime means:

- (a) in respect to a *full-time employee*, work performed by an *employee*, when required by *Aurora*, in excess of his or her *ordinary hours of work*; and
- (b) in respect to a *part-time employee*, work performed by an *employee*, when required by *Aurora*, in excess of his or her agreed *ordinary hours of work*.

paid parental leave means:

- (a) the fifteen (15) week period commencing immediately following the birth of an *employee's* child; or
- (b) in the case of adoption, the fifteen (15) week period commencing immediately from the date of placement of an *eligible child* with the *employee*.

part-time employee means an *employee* engaged on a part-time basis pursuant to clause 17.5.

paternity leave means a period of paid and/or unpaid leave available to a male *employee* in relation to the birth of his child.

penalty rate means the loading for work performed on a Saturday, Sunday or *public holiday*.

permanent employee means an *employee* who is not a *casual employee* or a *temporary employee*.

permanent incapacity means a personal illness or injury that permanently prevents an *employee* from performing his or her *ordinary duties* and/or performing his or her *ordinary hours of work*.

person includes any body, corporation or individual.

probationary period shall include the qualifying period pursuant to the *WR Act*.

projected shift penalty means the *penalty rate* that a *shiftworker* would have received had that *employee* worked a shift period and not taken leave.

public holiday has the meaning given to it by clause 58.1.1.

registered community service organisation means an organisation that is established for a charitable purpose either listed in the *Income Tax Assessment Acts* (C'th), or endorsed by the Australian Taxation Office as a deductible gift recipient.

recognised sporting or cultural event means an:

- (a) international amateur sport of national importance; or a
- (b) cultural activity of national importance; or a
- (c) world cultural or sporting competition held not more than once every two years.

registered medical practitioner means a person registered as a medical practitioner pursuant to the *Medical Practitioners Registration Act 1996* (Tas), or the equivalent statutory registration of another Australian State or Territory.

Redundancy Provisions means the provisions contained in clause Part 8.

redundancy situation means a situation as described in clause Part 8.

redundant employee means an *employee* as described in clause Part 8.

report centre means the *accustomed workplace* of the *employee's manager*.

Retirement Benefits Fund means the fund continued in existence by section 11 of the *Retirement Benefits Act 1993* (Tas).

roster cycle means the period over which a series of rosters are set by *Aurora*.

shift cycle means the shifts worked by an *employee* pursuant to a roster.

shiftworker means either a *continuous shiftworker* or a *non-continuous shiftworker*.

short adoption leave means three (3) weeks' leave that can be taken at the time of the placement of an *eligible child* with the *employee* for adoption. One (1) week of *short adoption leave* is paid and the remaining two (2) weeks are unpaid.

short paternity leave means one (1) week's paid leave that can be taken within two (2) weeks of the birth of the *employee's* child.

spouse means:

- (a) *spouse* or former *spouse*; or
- (b) a person in a "significant relationship" as defined in the Relationships Act 2003 (Tas) with the *employee* or person who was formerly in a "significant relationship" with the *employee*.

Supported Wage System means the Commonwealth Government System to promote employment for people who cannot work at full salary as contained in the Table of Salaries set out in Appendix 1 because of a disability, as documented in the Supported Wage System: Guidelines and Assessment Process.

temporary employee means an *employee* engaged on a temporary basis pursuant to clause 17.6.

temporary employment means the period of time during which work is performed by a *temporary employee*.

temporary incapacity means:

- (a) a personal illness or injury that temporarily prevents an *employee* from performing his or her *ordinary duties* and/or his or her *ordinary hours of work*, and
- (b) is not a *permanent incapacity*.

transmission means the succession, transmission or assignment of all or part of *Aurora's* business to the *acquiring employer* whether by agreement or by operation of law.

transmitted means where there has been a *transmission*.

union(s) means an *employee* organisation(s) as referred to in clause 2 and in clause 3 of this *Agreement*.

work group means a group of *employees* within a *Division*.

WR Act means the *Workplace Relations Act 1996* (C'th) or any successor to that Act.

6. EFFECT OF AGREEMENT

6.1. This *Agreement* wholly replaces:

- 6.1.1. the Hydro-Electric Corporation of Tasmania Award 1998, as varied from time to time;
- 6.1.2. the Aurora Energy Enterprise Partnership Agreement 2002 - 2005;
- 6.1.3. the Aurora Energy Enterprise Partnership Agreement 2005 - 2008;
- 6.1.4. the *Aurora Energy Employment Manual* as updated from time to time (being the manual replacing the *Hydro Employment Manual* referred to in clause 5 of the *Hydro-Electric Corporation of Tasmania Award 1998*); and
- 6.1.5. the Aurora Energy Redundancy Agreement 2001 certified on 21 November 2001 by the *Commission*.

7. NO EXTRA CLAIMS

7.1. It is agreed that the parties to this *Agreement* must not make any further claims during the term of this *Agreement*.

PART 2 - OBJECTIVES

8. PURPOSE AND VISION

8.1. The parties commit to *Aurora's* Purpose and the achievement of *Aurora's* Vision as detailed below:

8.1.1. Purpose: to see the Tasmanian community prosper from our efforts.

8.1.2. Vision: to be the company most welcome in people's homes and businesses.

9. VALUES AND BEHAVIOURS

9.1. The parties commit to *Aurora's* values and behaviours in the way we deal with each other. These values are detailed below:

9.1.1. Customers - *we care for our customers*

- takes time to listen to the customers and understands their needs
- treats all customers with integrity
- takes ownership of the customer's issue and delivers what is promised
- is approachable and available to all customers
- treats every customer as valuable
- keeps the customers informed

9.1.2. Teamwork - *we work together, with initiative and enthusiasm*

- supports and encourages others
- helps each other out...shares the workload
- openly communicates and shares information
- brings initiative and enthusiasm to the team
- is committed to the achievement of team goals
- is a pleasant person to be around

9.1.3. Safety and Health - *we work safely, and care for each other's well being*

- demonstrates safe and healthy work practices

- looks out for the health and safety of others
 - promotes safe and healthy work practices
- 9.1.4. **Openness and Honesty - *we treat everybody with fairness, equity, integrity and respect***
- listens to and respects others
 - is reliable and does what they say they will do...delivers on promises
 - provides constructive, consistent and timely feedback
 - effectively communicates information in a timely and meaningful way
- 9.1.5. **Community - *we care for the community by recognising our social and environmental responsibility***
- complies with environmental policies and procedures
 - is an advocate for Aurora
 - treats everybody's property with respect
 - considers the impact of their behaviour on the community
- 9.1.6. **Quality - *we meet our challenges, through innovation and quality***
- delivers to work-place standards
 - work is delivered to correct time-frames
 - is flexible and adapts to change
 - comes up with easier and better ways of doing things
 - turns up on time and is available
- 9.1.7. **Leadership - *we are all accountable for our actions and lead by example***
- is approachable and flexible
 - takes ownership, prioritises and is accountable
 - is consistent and fair in their actions
 - leads by example
 - openly displays and promotes Aurora's values

10. PARTNERSHIP PRINCIPLES

- 10.1. The parties to this *Agreement* acknowledge that *employees* can only be secure and successful in employment if *Aurora* is successful. A fundamental partnership principle between the parties therefore is that *employees* are committed to *Aurora's* success, and *Aurora* is correspondingly committed to the job security, career development and work/life balance of the *employees*.
- 10.2. The parties to this *Agreement* agree to work closely with one another to achieve success, and when doing so agree to demonstrate respect, transparency and honesty towards one another.

11. CONSULTATION IN RELATION TO CHANGE

- 11.1. Where a decision has been made to restructure, introduce new technology, change the existing work practices of *employees*, or relocate an *employee's accustomed workplace*, *Aurora* will advise the *unions* and *employees* affected by any one of the proposed changes as soon as possible after the decision, or where practicable, before a final decision has been made.
- 11.2. *Aurora* will advise affected *employees* and their *union* of the likely effects on their working conditions and responsibilities (if any change referred to in clause 11.1 is made), consult regularly with them about any such change, and give consideration to any matter raised by affected *employees*.
- 11.3. *Aurora* will provide any re-training necessary to assist an *employee* who is affected by any change referred to in clause 11.1.
- 11.4. An *employee* may elect to be represented by a *union* or other person of his or her choice during any consultation, or when raising any matter in accordance with clause 11.2.

12. JOB SECURITY

- 12.1. The parties agree to work together to enhance the growth prospects of *Aurora* and thereby enhance the job security of the *employees*.
- 12.2. *Aurora* faces cost pressures across its business. As such *Aurora* is committed to growing its business opportunities in the external market to enhance the employment prospects of the *employees*. The parties agree that to achieve this, *Aurora* needs to remain cost competitive and continue to improve the efficiency of work practices.
- 12.3. *Aurora* is committed to providing stability in employment and endeavours to avoid or minimise the necessity to make the *employees* redundant.
- 12.4. It is not the intended strategy of *Aurora* to outsource, sell or dispose of its business activities or corporate services.

13. ANTI-DISCRIMINATION

- 13.1. It is the intention of the parties to this *Agreement* to achieve the principal object set out in section 3(m) of the *WR Act* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 13.2. Accordingly, in fulfilling their obligations under the dispute settlement procedure in clause 59, the parties must make every endeavour to ensure that neither the provisions of this *Agreement* nor their operation are directly or indirectly discriminatory in their effects.
- 13.3. Nothing in this clause 13 is to be taken to affect:
- 13.3.1. Any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth or Tasmanian discrimination legislation;
 - 13.3.2. An *employee* or *Aurora*, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
 - 13.3.3. The exemptions contained in sections 659(3) and 659(4) of the *WR Act*.

14. OCCUPATIONAL HEALTH AND SAFETY

- 14.1. *Aurora's* philosophy is that occupational health and safety is fundamental to everything it does. As a minimum it will meet its legal obligations and it will not compromise the safety of its people. Nothing is more important. Through adopting this approach, *Aurora* will continue to strive to achieve best practice standards in the management of occupational health and safety. *Aurora* will ensure that this standard is measured through external auditing mechanisms.
- 14.2. Through the life of this *Agreement*, *Aurora* commits to a continuation of the *Aurora* occupational health and safety philosophy, and strives to improve its safety record and the health and well-being of *employees*. This will be achieved through *AuroraSafe* and *AuroraHealth*, and by working within the framework of *Aurora's* established occupational health and safety standards and safe work practices. The *Aurora* Safety Community will be responsible for the continual review and scrutiny of the occupational health and safety management systems, and provide the communication mechanism with involvement of all *employees* in occupational health and safety management activities. Through the process of continuous improvement *Aurora* will strive for a workplace free of injury and accidents.
- 14.3. The parties to this *Agreement* play a valuable role in ensuring a safe workplace, and as such will be active participants in all aspects of workplace health and safety within *Aurora*.

- 14.4. The parties to this *Agreement* will actively strive to minimise fatigue related incidents, in the workplace and on our roads. We will work to resolve fatigue issues and promote the health and well-being of our people. All planned and unplanned work will take into consideration the effects of fatigue. This means that no employee shall be required to work longer than sixteen (16) hours inclusive of travel time and then the rest period after overtime provisions in clause 26.10 will apply.

15. TRAINING (INCLUDES TRAINING FOR SHOP STEWARDS)

- 15.1. Training is a key component in securing the future success of *Aurora*. Training contributes to improving the efficiency and effectiveness of its operations and enhances the career development of *employees*. This is reflected in the *Aurora* Balanced Score Card where one of the objectives is “high performing teams and leaders who deliver”. *Aurora* recognises that training and development is not about one-off initiatives, but is the ongoing commitment to learning which builds a capable and sustainable organisation.
- 15.2. Training and development initiatives are available to all *employees* and are widely promoted and supported throughout the business. To ensure training is relevant to all *employees*, content and delivery options will reflect the diversity of the *employees*. Training is available to address short-term or immediate skills development at an operational level, as well as long-term strategic development.
- 15.3. *Employees* have the ability to identify training and development opportunities as a component of the performance management process. *Aurora* also has a dedicated Organisational Development Team who provide strategic direction and manage learning and development initiatives.
- 15.4. *Employees* appointed as a shop steward will have access to a maximum of five days paid leave per *calendar year* to attend training programs or seminars conducted by a third party, other than a union, for the purpose of assisting them undertake their role. This would include but is not limited to, dispute resolution, negotiation skills, advocacy and representation.
- 15.5. In reference to the training described in clause 15.4, the *parties* will agree on the appropriate course and its timing in consideration of the operational needs of the business. All costs associated with this training including but not limited to, accommodation, travel, meals and related expenses will be met by *Aurora*.

16. GRADUATE DEVELOPMENT

- 16.1. *Aurora* recognises the value of attracting, recruiting, and retaining professionals within specialised tertiary fields. In support of the Tasmanian community there is value in attracting graduates to remain in the State. *Aurora* has implemented a Graduate Development Program for engineers.

16.2. Career Progression for Engineers

16.2.1. For *employees* who are engineers, and who have completed the Graduate Development Program, and are looking to become engineering specialists, *Aurora* will:

- (a) identify the competencies that need to be acquired;
- (b) identify the way(s) that these competencies are developed; and
- (c) identify the employment conditions that underpin development of specialist competencies, including access to training time.

PART 3 - EMPLOYMENT CONDITIONS

17. TERMS OF EMPLOYMENT

17.1. Contract of employment

17.1.1. It is a condition of employment that an *employee* will:

- (a) safely carry out his or her duties within the limits of his or her skill and competence; and
- (b) work reasonable *overtime*, if requested, in accordance with clause 26.

17.2. Types of employment

17.2.1. An *employee* may be engaged by *Aurora* as a:

- (a) *full-time employee*;
- (b) *part-time employee*; or
- (c) *casual employee*.

17.2.2. A *full-time employee* or a *part-time employee* may be engaged either as a:

- (a) *permanent employee*; or
- (b) *temporary employee*.

17.3. Probationary employment

17.3.1. Subject to clause 17.3.2 *Aurora* will initially engage a *full-time employee*, a *part-time employee* or a *temporary employee* on probation for a period up to but not exceeding three (3) months.

17.3.2. An *employee's* period of probation may be greater than three (3) months where it is reasonable given the nature and circumstances of the employment, to a maximum period of six (6) months.

17.3.3. Any period of probation worked by an *employee* forms part of that *employee's* period of continuous service for all purposes of this *Agreement*.

17.3.4. During an *employee's* period of probation, *Aurora* or that *employee* may terminate the employment by giving four (4) weeks' written notice.

17.3.5. *Aurora* may pay an *employee* in lieu of all or part of the notice referred to in clause 17.3.4.

- 17.3.6. The notice requirements set out in clauses 17.3.4 and 17.3.5 do not apply in respect to an *employee* whose employment is terminated based on his or her serious misconduct.

17.4. Full-time employment

- 17.4.1. A *full-time employee's ordinary hours of work* are thirty-seven and a half (37.5) hours each week.

17.5. Part-time employment

- 17.5.1. A *part-time employee's ordinary hours of work* are less than thirty-seven and a half (37.5) hours each week as agreed between an *employee* and his or her *manager*.
- 17.5.2. A *part-time employee's ordinary hours of work* may be varied by agreement between an *employee* and his or her *manager*.
- 17.5.3. A *part-time employee* is paid an hourly rate for each hour he or she works, that hourly rate being taken from the appropriate salary contained within the Table of Salaries in Appendix 1.
- 17.5.4. Any entitlement contained in this *Agreement* applies pro-rata to a *part-time employee* calculated by reference to the percentage of thirty-seven and a half (37.5) hours worked each week by that *employee*.
- 17.5.5. A *part-time employee* is entitled to *overtime* in accordance with clause 26, where that *employee* is required by *Aurora* to work in excess of his or her agreed *ordinary hours of work*.

17.6. Temporary employment

- 17.6.1. A *temporary employee* may be engaged on a full-time or part-time basis for a specific period of time or for a specific task(s).
- 17.6.2. If a *temporary employee* becomes a *permanent employee* immediately after a period of *temporary employment*, the period worked as a *temporary employee* forms part of that *employee's* period of continuous service for all purposes of this *Agreement*.
- 17.6.3. Subject to clauses 17.6.4, 17.6.5, and 17.6.6, *Aurora* agrees not to employ a *temporary employee* for a period of more than twelve (12) months.
- 17.6.4. A *temporary employee's* contract of employment may be extended beyond the twelve (12) month period referred to in clause 17.6.3.

- 17.6.5. An *employee* may be represented by a *union*, or other person of their choice, during any negotiations related to the extension of his or her temporary employment contract beyond twelve (12) months.
- 17.6.6. If *Aurora* intends to engage a *temporary employee* for a period exceeding twelve (12) months it will consult with the *union* or other elected representative of the *work group* in which the *temporary employee* is engaged.
- 17.6.7. Clauses 17.6.5 and 17.6.6 do not apply when a *temporary employee* is employed as a replacement *employee* under clause 50.13 to replace an *employee* on parental leave.
- 17.6.8. At the end of a *temporary employee's* contract of employment, *Aurora* may offer that *employee* a permanent position.

17.7. Casual employment

- 17.7.1. A *casual employee* is employed by the hour.
- 17.7.2. A *casual employee* is paid an hourly rate for each hour he or she works, that hourly rate being taken from the appropriate salary contained within the Table of Salaries in Appendix 1. A *casual employee* is to be paid a loading of twenty percent (20%) on his or her hourly rate.
- 17.7.3. A *casual employee* is not entitled to any leave entitlements contained in this *Agreement* including annual leave, annual leave loading, paid sick leave, paid carer's leave, paid parental leave, unpaid parental leave (other than an *eligible casual employee*), compassionate leave, community service leave, long service leave, special leave, defence leave, sporting and cultural leave, attendance at court leave, any redundancy entitlement contained in Part 8, or any *public holiday* entitlements.

17.8. Apprentices

- 17.8.1. *Aurora* may engage an *employee* under a training agreement that is made in accordance with the *Vocational Education and Training Act 1994* (Tas), or in accordance with any successor Act.
- 17.8.2. *Aurora* will reimburse an *apprentice* all reasonable out of pocket expenses that an *apprentice* incurs directly related to his or her apprenticeship, subject to receipt of satisfactory evidence.
- 17.8.3. *Aurora* recognises the need to maintain its apprentice intake in order to compensate for an ageing workforce and to ensure that *Aurora* can deliver its program of work.

17.8.4. *Aurora* is committed to an equal opportunity workplace.

17.9. Trainees

17.9.1. The parties to this *Agreement* will observe the terms of the National Training Wage (Tasmanian Private Sector) Award, as amended from time to time.

18. TERMINATION OF EMPLOYMENT

- 18.1. An *employee* may terminate his or her employment with *Aurora* by giving four (4) weeks' written notice to his or her *manager*. This period may be varied by agreement at the time of giving notice.
- 18.2. *Aurora* may terminate the employment of an *employee* by giving the *employee* four (4) weeks' written notice.
- 18.3. An *employee* whose employment is terminated by *Aurora*, and who is over forty-five (45) years of age and has completed at least two (2) years' continuous service with *Aurora* immediately before the termination, is entitled to an additional one (1) week's notice.
- 18.4. *Aurora* may pay an *employee* in lieu of all or part of the notice periods referred to in clauses 18.2 and 18.3.
- 18.5. The notice requirements set out in clauses 18.2, 18.3 and 18.4 do not apply in respect to an *employee* whose employment is terminated based on his or her serious misconduct.
- 18.6. The employment of an *apprentice* can only be terminated following approval by the Tasmanian State Training Authority to suspend or cancel a contract of training.

19. TRANSMISSION OF BUSINESS

19.1. Transmission

- 19.1.1. In the event that all or part of *Aurora's* business is *transmitted* from *Aurora* to another employer (the "*acquiring employer*"), and an *employee* who at the time of such *transmission* was an *employee* of *Aurora*, and that *employee* becomes an employee of the *acquiring employer*, then:
- (a) the continuity of the employment of the *employee* is deemed not to have been broken by reason of such *transmission*; and
 - (b) the period of employment which the *employee* has had with *Aurora* is deemed to be service of the *employee* with the *acquiring employer*.

19.2. Severance payments

- 19.2.1. Severance payments (and any other entitlement) contained in:

- (a) the *Redundancy Provisions* in Part 8;
- (b) any other agreement between the parties to this *Agreement*; and
- (c) any other policy, document or instrument

do not apply to an *employee* where all or part of *Aurora's* business is *transmitted* to an *acquiring employer*, in either of the following circumstances:

- (i) Where the *employee* accepts employment with the *acquiring employer* which recognises the period of continuous service which the *employee* had with *Aurora* (and any period of continuous service that the *employee* had with the *Hydro* if the *employee* commenced employment with *Aurora* on 1 July 1998 and was employed by the *Hydro* immediately before that date) to be continuous service of the *employee* with the *acquiring employer*;

or

- (ii) Where the *employee* rejects an offer of employment with the *acquiring employer*:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the *employee* at the time of ceasing employment with *Aurora*; and
 - which recognises the period of continuous service which the *employee* had with *Aurora* (and any period of continuous service that the *employee* had with the *Hydro* if the *employee* commenced employment with *Aurora* on 1 July 1998 and was employed by the *Hydro* immediately before that date) to be continuous service of the *employee* with the *acquiring employer*.

19.3. Notification of transmission

19.3.1. Prior to any *transmission* of business, *Aurora* shall:

- (a) notify the *union* and the *employees* affected of the proposed *transmission*; and
- (b) discuss with the *union* and affected *employees* the effect that the *transmission* will have on their employment.

- 19.3.2. An *employee* may elect to be represented by the *union* or representative of his or her choice during the notification and discussion referred to in clauses 19.3.1(a) and 19.3.1(b) above.
- 19.3.3. Subject to any confidentiality constraints, or any direction of its shareholders to the contrary, the notification and discussion referred to in clauses 19.3.1(a) and 19.3.1(b) will commence as soon as practicable after *Aurora* has decided to *transmit* its business or part of its business.

19.4. Qualifying Period

- 19.4.1. If the employment of a transferring employee is terminated by an acquiring employer within six (6) months of commencing employment with the acquiring employer as a result of a reason other than the transferring employee's serious and / or wilful misconduct, the employee will be entitled to a severance payment equivalent to what the employee would have received (in accordance with clause 69.1, and calculated in accordance with clause 77), if he or she has not become a transferring employee.

20. SUPPORTED WAGE SYSTEM

20.1. Employees eligible for a supported wage

- 20.1.1. This clause 20 defines the conditions which apply to *employees* who, because of the effects of a disability, are eligible for a supported wage under the terms of this *Agreement*.

20.2. Eligibility criteria

- 20.2.1. This clause 20 applies to an *employee* who is unable to perform the range of duties to the competence level required within the class of work for which the *employee* is engaged under this *Agreement*, because of the effects of a disability on his or her productive capacity and who meets the impairment criteria for receipt of a *Disability Support Pension*.
- 20.2.2. This clause 20 does not apply to an existing *employee* who has a claim against *Aurora* which is subject to the provisions of workers' compensation legislation or any provision of this *Agreement* relating to the rehabilitation of an *employee* who is injured in the course of his or her employment.
- 20.2.3. This *Agreement* does not apply to *Aurora* in respect of a facility, program, undertaking, service or the like for which it receives funding under the *Disability Services Act 1986* (C'th) and fulfils the dual role of service provider and sheltered employer to people with disabilities, who are receiving or are eligible for a *Disability Support Pension*, except with respect to an

organisation which has received recognition under section 10 or under section 12AA of that Act, or if a part only has received recognition, that part.

20.3. Supported wage rates

- 20.3.1. An *employee* to whom this clause applies must be paid the applicable percentage of the minimum rate of pay prescribed by this *Agreement* for the class of work which the *employee* is performing according to the following schedule, provided that the minimum amount payable shall be no less than the minimum weekly rate set and adjusted from time to time by the Australian Fair Pay Commission and any successor body who makes any adjustment to this minimum weekly rate (\$66 per week from 1 October 2007 Wage-Setting Decision 5/2007, \$69 per week from 1 October 2008 Wage-Setting Decision 2/2008).

Assessed capacity Clause 20.4	Percentage of prescribed rate of minimum rate of pay
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

- 20.3.2. If an *employee's* assessed capacity is ten percent (10%), he or she is entitled to receive a high degree of assistance and support.

20.4. Assessment of capacity

- 20.4.1. For the purpose of establishing the percentage of the prescribed minimum rate of pay to be paid to an *employee* under this *Agreement*, the productive capacity of the *employee* must be assessed in accordance with the *Supported Wage System* and documented in an *assessment instrument* by *Aurora* and an *accredited assessor* from a panel nominated by *Aurora*.

20.5. Lodgement of assessment instrument

- 20.5.1. An *assessment instrument* under the conditions of this clause, including the appropriate percentage of the prescribed minimum rate of pay to be paid to the *employee*, must be lodged by *Aurora* with the Registrar of the *Commission*.
- 20.5.2. An *assessment instrument* must be agreed and signed by the parties to the assessment.

20.6. Review of assessment

- 20.6.1. The assessment of the appropriate percentage of the prescribed minimum rate of pay may be subject to annual review or earlier on the basis of a reasonable request by either party for such a review.
- 20.6.2. The process of review must be in accordance with the procedures for assessing capacity under the *Supported Wage System*.

20.7. Other terms and conditions of employment

- 20.7.1. Where an assessment has been made, the appropriate percentage applies to the prescribed minimum rate of pay only.
- 20.7.2. An *employee* covered by the provisions of this clause 20 is entitled to the same terms and conditions of employment as all other *employees* covered by this *Agreement* paid on a pro-rata basis.

20.8. Workplace adjustment

- 20.8.1. If *Aurora* wishes to employ a person under the provisions of this clause 20, it must take reasonable steps to make changes in the workplace to enhance the *employee's* capacity to perform the duties of that position.
- 20.8.2. Such changes may involve re-design of position duties, the *employee's ordinary hours of work* and work organisation in consultation with other *employees* in the area.

20.9. Trial period

- 20.9.1. In order for an adequate assessment of the *employee's* capacity to be made, *Aurora* may employ him or her under the provisions of this clause 20 for a trial period not exceeding twelve (12) weeks.
- 20.9.2. The trial period referred to in clause 20.9.1 may be extended by a period of up to four (4) weeks if *Aurora* is satisfied that additional work adjustment time is needed by the *employee*.

- 20.9.3. During that trial period the assessment of the *employee's* capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
- 20.9.4. The minimum amount payable shall be no less than the minimum weekly rate set and adjusted from time to time by the Australian Fair Pay Commission and any successor body who makes any adjustment to this minimum weekly rate (\$66 per week from 1 October 2007 Wage-Setting Decision 5/2007, \$69 per week from 1 October 2008 Wage-Setting Decision 2/2008).
- 20.9.5. A work trial may include induction or training as appropriate to the position being trialled.
- 20.9.6. If *Aurora* and an *employee* wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause 20.4.1.

PART 4 - HOUR OF WORK AND OVERTIME

21. TYPES OF WORK

21.1. An *employee* may perform work as a:

21.1.1. *day worker*, or

21.1.2. *continuous shiftworker*, or

21.1.3. *non-continuous shiftworker*.

22. HOURS OF WORK

22.1. The *ordinary hours of work* for a *full-time employee* are thirty-seven and a half (37.5) hours each week.

22.2. The *ordinary hours of work* for a *part-time employee* are less than thirty-seven and a half (37.5) hours each week, such period being determined in accordance with clauses 17.5.1 and 17.5.2.

23. DAY WORKERS

23.1. Ordinary hours of work

23.1.1. A *day worker* is an *employee* whose *ordinary hours of work* are determined by *Aurora*, such hours to be between 7.00am and 6.00pm, Monday to Friday inclusive.

23.1.2. *Ordinary hours of work* must be worked continuously, except for meal breaks.

23.1.3. A *day worker* must not be compelled to work for more than five (5) continuous hours during the *employee's ordinary hours of work* without an unpaid meal break of at least thirty (30) minutes.

23.2. Agreement regarding ordinary hours of work

23.2.1. A *day worker's ordinary hours of work* include work performed up to two (2) hours prior to 7.00am and up to two (2) hours after 6.00pm where there is agreement:

- (a) between the majority of *day workers* in a *work group* and their *manager* to include work performed up to two (2) hours prior to 7.00am and up to two (2) hours after 6.00pm as *ordinary hours of work*; or

- (b) between a *day worker* and his or her *manager* to include work performed up to two (2) hours prior to 7.00am and up to two (2) hours after 6.00pm as *ordinary hours of work*.
- 23.2.2. A *day worker's ordinary hours of work* include work on a Saturday and/or Sunday where there is agreement:
 - (a) between the majority of *day workers* in a *work group* and their *manager* to include work performed on a Saturday and/or Sunday as *ordinary hours of work*; or
 - (b) between a *day worker* and his or her *manager* to include work performed on a Saturday and/or Sunday as *ordinary hours of work*.
- 23.2.3. Where agreement is reached in accordance with clause 23.2.2, a *day worker* is to be paid:
 - (a) at the rate of time and one-half of his or her *ordinary pay* for work performed on a Saturday;
 - (b) at the rate of double time of his or her *ordinary pay* for work performed on a Sunday.
- 23.2.4. A *day worker's ordinary hours of work* may be averaged over a specified period not exceeding three (3) months where there is agreement between a *day worker* and his or her *manager*.
- 23.2.5. By agreement between the majority of *day workers* in a *work group* and their *manager*, a *day worker's ordinary hours of work* may be increased up to a period of twelve (12) hours in any one (1) day, subject to:
 - (a) proper health monitoring procedures being introduced;
 - (b) suitable roster arrangements being made;
 - (c) proper supervision being provided;
 - (d) adequate breaks being provided; and
 - (e) an adequate trial or review process being implemented through a consultative process.
- 23.2.6. A *day worker* may be represented by the union or representative of their choice during any negotiations related to the averaging of his or her *ordinary hours* as referred to in clause 23.2.4. A *day worker* may be represented by the union or representative of their choice during any negotiations related to

an extension of his or her *ordinary hours of work* beyond seven and a half (7.5) hours in any one (1) day in accordance with clause 23.2.5.

23.3. Make-up time

23.3.1. Notwithstanding provisions elsewhere in this *Agreement*, by agreement between a *day worker* and his or her *manager*,

- (a) a *day worker* may take time off during his or her *ordinary hours of work*; and
- (b) perform work at an alternative time within the spread of hours set out in clause 23.1 and 23.2 for a period equal to the period of time taken off in accordance with clause 23.3.1(a).

23.3.2. A *day worker* who performs work at an alternative time in accordance with clause 23.3.1(b) will be paid the equivalent amount that he or she would have received if he or she had worked during the time taken in accordance with clause 23.3.1.

23.4. Rostered day off

23.4.1. General (excluding Eight (8) day and Nine (9) day fortnight employees)

- (a) Notwithstanding provisions elsewhere in this *Agreement*, there may be a system of rostered days off in a *work group*, where such a system meets *Aurora's* business requirements. Where a rostered day off system is implemented it must be formally recorded and managed.
- (b) Under a rostered day off system, an *employee* may accrue an equivalent period of time to that worked over and above the *employee's ordinary hours of work* in any one (1) day, such accrued time to be used for the purpose of taking a rostered day off. It is permissible for a system made in accordance with clause 23.4.1(a) to allow an *employee* to take part of a day off work as rostered time off.
- (c) Where a system has been developed in accordance with clauses 23.4.1(a) and 23.4.1(b), an *employee* is entitled to take a whole or part of a rostered day off with the agreement of the *employee's manager*. If agreement cannot be reached, the *manager* may require the *employee* to take a whole or part rostered day off.
- (d) An *employee* who is required to work on a rostered day off will be paid his or her *ordinary pay*, and is entitled to receive a period of time off in lieu equivalent to the hours worked by the *employee* on that rostered day off.

- (e) An *employee* can take time off in lieu accrued under clause 23.4.1(d) at a time agreed with his or her *manager*. If agreement cannot be reached, the *manager* may require the *employee*, by the giving of reasonable notice, to take such time off at a specified time.
- (f) If an *employee's manager* decides that time off in lieu accrued by an *employee* under clause 23.4.1(d) cannot be taken within four (4) weeks of accrual, the *manager* may direct that the *employee* be paid *overtime* in respect to the work performed on the rostered day off.

23.4.2. Eight (8) and Nine (9) day fortnight employees

- (a) *Aurora* may agree to a rostered day off system that may include the implementation of an eight (8) day fortnight. An eight (8) day fortnight may operate in those areas where such hours of work suit the operational requirements of *Aurora's* business.
- (b) Where there is an eight (8) day fortnight, an *employee's ordinary hours of work* each day will be increased so that each day the additional time worked by an *employee* is sufficient to compensate for one (1) full rostered day off each week.
- (c) An *employee* working an eight (8) day fortnight will not accrue rostered days off in addition to the one (1) full rostered day off each week accrued pursuant to a system made in accordance with clauses 23.4.2(a) and 23.4.2(b).
- (d) *Aurora* may agree to a rostered day off system that may include the implementation of a nine (9) day fortnight. A nine (9) day fortnight may operate in those areas where such hours of work suit the operational requirements of *Aurora's* business.
- (e) Where there is a nine (9) day fortnight, an *employee's ordinary hours of work* each day will be increased so that each day the additional time worked by an *employee* is sufficient to compensate for one (1) full rostered day off each fortnight.
- (f) An *employee* working a nine (9) day fortnight will not accrue rostered days off in addition to the one (1) full rostered day off each fortnight accrued pursuant to a system made in accordance with clauses 23.4.2(d) and 23.4.2(e).
- (g) An *employee* working either an eight (8) or a nine (9) day fortnight is entitled to receive a period of time off in lieu if he or she is required to work on a rostered day off as follows:

- (i) where the *employee* is required to work for a period up to and including four (4) hours on the *employee's* rostered day off, the *employee* is entitled to half a day off; or
- (ii) where the *employee* is required to work for a period that exceeds four (4) hours on the *employee's* rostered day off, the *employee* is entitled to a full day off.
- (h) An *employee* can take time off in lieu accrued under clause 23.4.2(g) at a time agreed with his or her *manager*. If agreement cannot be reached, the *manager* may require the *employee*, by the giving of reasonable notice, to take such time off at a specified time.
- (i) If an *employee's manager* decides that time off in lieu accrued by an *employee* under clause 23.4.2(g) cannot be taken within four (4) weeks of accrual, the *manager* may require that the *employee* be paid *overtime* in respect to the work performed on the rostered day off.

23.4.3. On-call

- (a) If an *employee on-call* is required to work on his or her rostered day off between 7.30am and 4.20pm, the *employee* is entitled to:
 - (i) accrue leave credits in accordance with clause 26.9; or
 - (ii) be paid *overtime* for the period of time worked on the rostered day off.

24. SHIFT WORK

24.1. Rosters

24.1.1. A *shiftworker* is required to work in accordance with a roster which rotates *employees* in the working of *shifts*, provided that:

- (a) he or she is not required to work more than eight (8) shifts in any nine (9) consecutive days, unless an *emergency situation* requires otherwise; and
- (b) the roster specifies the starting and finishing times of when the shiftworker must perform his or her *ordinary hours of work*.

24.1.2. The method of rotating shifts and/or times of starting and finishing shifts in a roster may be changed where there is agreement between the majority of *shiftworkers* who work according to that roster and their *manager*.

- 24.1.3. If agreement is not reached in accordance with clause 24.1.2, the *shiftworkers' manager* may amend the roster provided that the *manager* gives the *shiftworkers* who work in accordance with the amended roster at least seven (7) days' notice of the amendment.

24.2. Hours of work for continuous shiftworkers

- 24.2.1. *Aurora* and a *continuous shiftworker* will determine his or her *ordinary hours of work* based on the needs of *Aurora's* business.
- 24.2.2. A *continuous shiftworker's ordinary hours of work* may be averaged over a *roster cycle* not exceeding a period of twelve (12) months.
- 24.2.3. *Continuous shiftworkers* will work at times that *Aurora* may require, subject to the following conditions:
- (a) a shift must not exceed twelve (12) hours unless an *emergency situation* requires otherwise; and
 - (b) except at the regular changeover of shifts, or where an *emergency situation* requires, a *continuous shiftworker* must not be required to work more than one (1) shift in any twenty-four (24) hour period.
 - (c) a meal break of twenty (20) minutes will be allowed during each shift. This will be counted as time worked.
- 24.2.4. *Employees* in a *work group* can, by formally agreeing with their *manager*, work to a roster which is different from the above.

24.3. Shift allowance for continuous shiftworkers

- 24.3.1. A *continuous shiftworker* is entitled to receive, in addition to his or her *ordinary pay*, a shift allowance equivalent to ten percent (10%) of the hourly rate of the salary for Step 18 of the Table of Salaries in Appendix 1.
- 24.3.2. If an *employee* regularly works *continuous shiftwork*, the shift allowance referred to in clause 24.3.1 forms part of the *employee's ordinary pay* for the purposes of calculating entitlements under this *Agreement*, except for the calculation of *overtime*.
- 24.3.3. If an *employee* does not regularly work *continuous shiftwork*, the shift allowance referred to in clause 24.3.1 does not form part of the *employee's ordinary pay* for the purposes of calculating the *employee's* entitlements under this *Agreement*, but will be paid as a temporary addition to the *employee's ordinary pay*.

24.4. Hours of work for non-continuous shiftworkers

24.4.1. The following conditions apply to *non-continuous shiftworkers*:

- (a) *Ordinary hours of work* will be worked continuously by a *non-continuous shiftworker*, except for meal breaks. The time of taking meal breaks is at the discretion of the *non-continuous shiftworker's manager*;
- (b) A *non-continuous shiftworker* will not be required to work for more than five (5) continuous hours during *ordinary hours of work* without an unpaid meal break of thirty (30) minutes; and
- (c) Except at the regular changeover of shifts, or where an *emergency situation* requires, a *non-continuous shiftworker* will not be required to work more than one (1) shift in each twenty-four (24) hour period.

24.4.2. By agreement between the majority of *non-continuous shiftworkers* in a *work group* and their *manager*, a *roster cycle* may operate for a period not exceeding twelve (12) months.

24.4.3. By agreement between the majority of *non-continuous shiftworkers* in a *work group* and their *manager*, an *employee's ordinary hours of work* may be increased up to a period of twelve (12) hours per shift, subject to:

- (a) proper health monitoring procedures being introduced;
- (b) suitable roster arrangements being made;
- (c) proper supervision being provided;
- (d) adequate breaks being provided; and
- (e) an adequate trial or review process being implemented through a consultative process.

24.4.4. A *non-continuous shiftworker* may be represented during any negotiations related to extending the *ordinary hours of work* beyond eight (8) hours in any one (1) shift in accordance with clause 24.4.3.

24.5. Shift allowance for non-continuous shiftworkers

24.5.1. A *non-continuous shiftworker* regularly rostered on an *afternoon shift* or *night shift* is entitled to be paid a shift allowance equivalent to fifteen percent (15%) of his or her *ordinary pay* for each shift.

- 24.5.2. A *non-continuous shiftworker* is entitled to be paid a shift allowance equivalent to thirty percent (30%) of his or her *ordinary pay* for the period in which he or she:
- (a) works *night shifts* only in any *shift cycle*; or
 - (b) works on *night shift* for longer than four (4) consecutive weeks; or
 - (c) works *night shifts* during a *shift cycle* but does not (by rotating or alternating with another shift or with day work) provide at least one-third (1/3) of his or her working time off the *night shift*.
- 24.5.3. A *non-continuous shiftworker* who works on an *afternoon shift* or *night shift* which does not continue for at least five (5) consecutive afternoons or nights is not entitled to be paid a shift allowance in accordance with clause 24.5.1 or 24.5.2 but is entitled to be paid, in respect to each shift worked an allowance equivalent to:
- (a) fifty percent (50%) of the *non-continuous shiftworker's ordinary pay* in respect to the first three (3) hours worked, and
 - (b) one hundred percent (100%) of the *non-continuous shiftworker's ordinary pay* in respect to hours worked in excess of three (3) hours on each shift.

24.6. Saturday, Sunday and public holiday work

- 24.6.1. A *continuous shiftworker* is entitled to be paid, for work done according to his or her roster:
- (a) at the rate of time and one-half of his or her *ordinary pay* for work performed on a Saturday;
 - (b) at the rate of double time of his or her *ordinary pay* for work performed on a Sunday; and
 - (c) at the rate of double time and one-half of his or her *ordinary pay* for work performed on a *public holiday*.
- 24.6.2. A *continuous shiftworker* who is not rostered to work on a *public holiday* is entitled to be paid his or her *ordinary pay* for that day.
- 24.6.3. A *non-continuous shiftworker* is entitled to be paid, for work done according to his or her roster:
- (a) at the rate of time and one half of his or her *ordinary pay* for work performed on a Saturday;

- (b) at the rate of double time of his or her *ordinary pay* for work performed on a Sunday; and
 - (c) at the rate of double time and one-half of his or her *ordinary pay* for work performed on a *public holiday*.
- 24.6.4. If a *shift worker* works a shift that starts before midnight the day before a Sunday or *public holiday* and extends into a Sunday or *public holiday*, the time worked on that shift is counted as time worked on a Sunday or *public holiday*.
- 24.6.5. If a *shift worker* works a shift that starts between 11.00pm and midnight on a Sunday or public holiday, the time worked before midnight on that shift will not entitle the *shift worker* to the Sunday or *public holiday* rate.
- 24.6.6. If a shift falls partly on a Sunday or a public holiday, the shift with the most time falling on a Sunday or a public holiday, will be the Sunday or public holiday shift.

25. ABSENCE FROM DUTY

- 25.1. An *employee* is not entitled to payment of wages where he or she does not attend work, unless such absence is authorised or is due to:
 - 25.1.1. an illness, injury, or emergency affecting that *employee*; or
 - 25.1.2. an illness, injury, or emergency affecting a member of that *employee's immediate family* or household.

26. OVERTIME

26.1. Reasonable Overtime

- 26.1.1. *Aurora* may require an *employee* to work a reasonable amount of *overtime* and the *employee* will work *overtime* in accordance with that requirement. In determining reasonable *overtime* the criteria outlined by clause 26.6 will be taken into account.

26.2. Entitlement

- 26.2.1. A *full-time employee* is only entitled to *overtime* if the *employee* is requested by his or her *manager* to work in excess of his or her *ordinary hours of work*.
- 26.2.2. A *part-time employee* is only entitled to *overtime* if the *employee* is requested by his or her *manager* to work in excess of his or her agreed *ordinary hours of work*.

- 26.2.3. The *overtime* rate for an *employee* whose annual salary exceeds that for Step 30 in the Table of Salaries in Appendix 1 is calculated on an hourly rate based on the salary for Step 30 within the Table of Salaries in Appendix 1.
- 26.2.4. The *overtime* rate for an *employee* whose annual salary does not exceed that for Step 30 contained within the Table of Salaries in Appendix 1 is calculated on an hourly rate based on the *employee's ordinary pay*.
- 26.2.5. *Overtime* rates will not exceed double time and one-half.
- 26.2.6. *Overtime* will be calculated to the nearest quarter-hour.
- 26.2.7. In calculating *overtime*, each day's work stands alone.

26.3. Day workers

- 26.3.1. The *overtime* rates for a *day worker* are:
- (a) for work performed between Monday to Friday, time and one-half for the first two (2) hours worked, and double time in respect to any hours worked following the initial two (2) hour period;
 - (b) for work performed on a Saturday and Sunday, double time; and
 - (c) for work required to be performed and actually performed on a *public holiday*,
 - (i) the *employee's ordinary pay*, and in addition, time and one-half for all time worked during *ordinary hours of work* on that day; and
 - (ii) double time and one-half for all time worked outside *ordinary hours of work* on that day.

26.4. Continuous shiftworkers

- 26.4.1. The *overtime* rates for a *continuous shiftworker* are:
- (a) for work performed on any day other than a *public holiday*, double time; and
 - (b) for work performed on a *public holiday*, double time and one-half.

26.5. Non-continuous shiftworkers

- 26.5.1. The *overtime* rates for a *non-continuous shiftworker* are:

- (a) for work performed between Monday to Friday, time and one-half for the first two (2) hours worked, and double time in respect to any hours worked following the initial two (2) hour period;
 - (b) for work performed on a Saturday, double time;
 - (c) for work performed on a Sunday, double time.
- 26.5.2. *Overtime* rates for work performed in accordance with 26.5.1(a), and 26.5.1(b) do not apply when the time is worked:
- (a) by arrangement between the *employees* themselves; or
 - (b) for the normal rotation of shifts; or
 - (c) on a shift to which an *employee* is transferred on short notice because of changed work requirements beyond the control of *Aurora*.
- 26.5.3. The *overtime* rates for a *non-continuous shiftworker* for work performed on a *public holiday* are:
- (a) the *employee's ordinary pay*, and in addition time and one-half for all time worked during *ordinary hours of work* on that day; and
 - (b) double time and one-half for all time worked outside *ordinary hours of work* on that day.
- 26.5.4. If a relieving *employee* has given *Aurora* at least eight (8) hours' notice of his or her absence from work, and the *employee* who should be relieved is not relieved and is required to continue to work, the unrelieved *employee* will be paid double time.

26.6. Reasonable work hours

- 26.6.1. *Aurora* recognises that *employees* need to be happy, healthy and fully competent if they are to function optimally. At the same time there are occasions when *Aurora* may request its *employees* to work in excess of thirty-seven and a half (37.5) hours per week. To balance these points *Aurora* agrees as follows:
- (a) in allocating *overtime*, *Aurora* agrees that it must not knowingly put an *employee* in a position where he or she has to work hours which are not reasonable;
 - (b) in allocating work, consideration will be given to what can reasonably be performed by *employees* in the hours for which they are employed;

- (c) the number of hours worked by *employees* will be monitored. An *employee's manager* must take immediate steps to provide relief from *overtime* which is not reasonable.

26.6.2. For the purposes of determining whether *overtime* is reasonable, *Aurora* will consider all relevant factors, including but not limited to the following:

- (a) any risk to any *employee's* health and safety that might reasonably be expected to arise if the *employee* works additional hours. For example fatigue, or impediments to staying healthy such as the ability to participate in regular physical activity;
- (b) the *employee's* personal circumstances. For example meeting family responsibilities, maintaining relationships, contributing to the community, participation in cultural or sporting activities, or participation in career development activities outside of work hours;
- (c) the operational requirements of the *employee's* workplace or *Aurora*, in relation to which the *employee* is required or requested to work the *overtime*, including the requirement to ensure the continuity and maintenance of electricity supply;
- (d) the notice (if any) given to the *employee* by *Aurora* of the requirement or request to work the *overtime*;
- (e) the notice given by the *employee* of his or her intention to refuse to work the *overtime*;
- (f) whether any of the *overtime* hours are on a *public holiday*, and
- (g) the *employee's* hours of work over the four (4) weeks ending immediately before the *employee* is required or requested to work the *overtime*.

26.7. Work/life balance

- 26.7.1. Work/life balance refers to balancing an *employee's* personal or family needs and preferences with work commitments.
- 26.7.2. The adoption of flexible working arrangements may require innovation in respect to supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- 26.7.3. *Aurora* acknowledges the importance of *employees* maintaining a work/life balance, and provides discretionary benefits in this *Agreement* to allow *employees* to organise their working arrangements in a more flexible way, subject to the operational needs of the organisation. This may include, but is

not limited to access to leave without pay, an option to purchase additional annual leave, an entitlement to work from home, part-time employment and opportunities to job share. A request by an *employee* to access any of these arrangements shall not be unreasonably refused.

26.7.4. Leave Without Pay

- (a) An *employee* may apply for leave without pay in extenuating or emergency circumstances subject to the following:
 - (i) the *employee* does not have sufficient leave entitlements to enable the *employee* to take "paid" leave over the period;
 - (ii) the approval of leave without pay will be at the discretion of the *employee's manager*.
- (b) Once approved, leave without pay will not interrupt the continuity of service. Long service leave and annual leave accrues for the first twenty (20) days of unpaid emergency leave taken.
- (c) A maximum of four (4) weeks' leave without pay may be granted for any one (1) application.

26.7.5. Purchased Leave

- (a) *Employees* may apply to participate in a purchase leave scheme whereby an *employee* (other than a *casual employee* or a *temporary employee*) may apply to take up to an additional four (4) weeks' annual leave per annum on the basis of the *employee* receiving an adjusted annualised salary.
- (b) The adjustment to an *employee's* salary pays for the additional period of leave taken. Granting purchased leave is equivalent to granting the nominated number of weeks as leave without pay, but spreads the loss of income over the nominated purchased leave period.
- (c) Full deduction of salary must occur before leave can be taken.
- (d) The purpose of this leave is to provide another option to assist *employees* with work/life balance.
- (e) Applications will be approved at the discretion of the relevant *manager* where work arrangements permit.

- (f) Purchased leave must be scheduled and utilised in such a manner that all annual leave, long service leave entitlements, accrued rostered days off, and leave credits have been exhausted by a date within each twelve (12) month period agreed by both the *employee* and his or her *manager*.
- (g) Purchased leave may be taken in conjunction with annual leave, long service leave or leave without pay. Purchased leave cannot be broken by a period of paid leave. *Employees* are not entitled to sick leave while absent on purchased leave. *Public holidays* are not recognised during periods of purchased leave.
- (h) It is the responsibility of the *employee* to communicate and gain agreement with his or her *manager* for a leave plan that will ensure that all leave is utilised by the pre-agreed date.
- (i) It is at the discretion of the *manager* to approve leave, taking into account the operational needs of the organisation, equity of access during high demand periods and the *employee's* circumstances.
- (j) *Aurora* or the *employee* may terminate the purchase leave agreement by giving three (3) months' notice.
- (k) Salary deductions are deducted over a defined period not exceeding twelve (12) months.

26.7.6. Working from Home

- (a) It may be possible for an *employee* to work from home on an ad-hoc basis. In such circumstances, arrangements to work from home will be negotiated on a case-by-case basis between the *employee* and the relevant *manager*.
- (b) Where approval is recommended but prior to being granted, People & Culture will be advised in writing so that appropriate advice may be given regarding documentation and occupational health and safety requirements.
- (c) Approval for a working at home arrangement shall be at the discretion of the *employee's manager*.

26.7.7. Regular Part-time Work

- (a) *Aurora* recognises that regular part-time work may be an effective means of reconciling the sometimes conflicting demands of an *employee's* work and personal commitments.

- (b) Applications for part-time work will be considered by the *employee's manager*, on the basis of balancing the personal needs of the *employee*, and the operational needs of the organisation.

26.8. Time off instead of overtime payment (Flex Time)

- 26.8.1. Notwithstanding the provisions elsewhere in this *Agreement*, a system of time off instead of *overtime* will be established where there is agreement between the majority of *employees* in a *work group* and their *manager* to establish such a system.
- 26.8.2. A system established in accordance with clause 26.8.1 must provide that:
 - (a) an *employee* may elect, with the consent of his or her *manager*, to take time off instead of payment for *overtime* at a time or times agreed with the *manager*;
 - (b) *overtime* taken as time off during *ordinary hours of work* will be taken at *ordinary pay*, that is an hour for each hour worked;
 - (c) at the request of an *employee*, *Aurora* will pay the *employee* for *overtime* worked in accordance with either clause 26.3, 26.4 or 26.5, where time off instead of *overtime* has not been taken within four (4) weeks of its accrual; and
 - (d) if an *employee* is paid *overtime* in accordance with clause 26.8.2(c), the *employee* forgoes his or her entitlement to time off instead of *overtime* in respect to which payment is made.

26.9. Leave credits instead of overtime

- 26.9.1. An *employee* (other than a *continuous shiftworker*), upon working *overtime*, may make an application to his or her *manager* to accrue leave credits in respect to *overtime* worked on:
 - (a) a Saturday, Sunday or *public holiday*, or
 - (b) if the work is performed by an *employee on-call* in accordance with clause 23.4.3.
- 26.9.2. An application in accordance with clause 26.9.1 must be made within the pay period in which the work was performed by the *employee*.
- 26.9.3. When an application is approved, an *employee* will be paid the appropriate *overtime* rate for work on such days, less the single time credited for leave. Pay will be calculated to the nearest half day.

- 26.9.4. An application in accordance with clause 26.9.1 can only be made by an *employee* if the total of the *employee's* accrued annual leave and leave credits does not exceed forty (40) days.
- 26.9.5. If an *employee's manager* does not approve an application to accrue leave credits, *Aurora* will pay the *employee* for the *overtime* worked in accordance with either clause 26.3, 26.4 or 26.5.

26.10. Rest period after overtime

- 26.10.1. When an *employee* is required to work *overtime*, this must, wherever reasonably practicable, be arranged so that the *employee* has at least ten (10) consecutive hours off duty between work on successive days.
- 26.10.2. Subject to clauses 26.10.3, 26.10.4 and 26.10.6, an *employee* who works *overtime* between finishing work on one day and starting his or her *ordinary hours of work* the next day without having at least ten (10) consecutive hours off duty between those times will, after finishing the *overtime*, be released for ten (10) consecutive hours without loss of pay for *ordinary hours of work*.
- 26.10.3. If an *employee* is instructed by his or her *manager* to resume or continue work without having had ten (10) consecutive hours off duty, the *employee* is entitled to be paid at double time until released from duty. The *employee* is then entitled to be absent for ten (10) consecutive hours without loss of pay for *ordinary hours of work* during such absence.
- 26.10.4. The provisions of clauses 26.10.1, 26.10.2 and 26.10.3 apply in the case of a *shiftworker* who rotates from one shift to another, except that where a reference is made to ten (10) hours, this will be substituted with eight (8) hours, when *overtime* is worked because he or she:
- (a) changes *shift cycle*; or
 - (b) works a shift for an *employee* who does not report for duty; or
 - (c) works a shift by arrangement between that *employee* and another *employee*.
- 26.10.5. The provisions of clauses 26.10.1, 26.10.2 and 26.10.3 apply in the case of an *employee* who is required to attend to after hours faults where:
- (a) a callout occurs between midnight and 5am; or
 - (b) a callout occurs before midnight and work is not finalised until after midnight; or

- (c) a callout starts before midnight and is longer than two (2) hours in duration.
- 26.10.6. Where a callout occurs after 5.00am, or is initiated and completed before midnight and is less than two (2) hours in duration, a rest period will not be required.

26.11. Call back

- 26.11.1. An *employee* who is called back to work *overtime* after leaving the *employee's* workplace (whether notified before or after he or she leaves), will be paid for:
 - (a) a minimum of four (4) hours' work at the appropriate *overtime* rate; or
 - (b) a minimum of two (2) hours' work at the appropriate *overtime* rate for the days an *employee* is rostered to be *on-call*.
- 26.11.2. *Overtime* worked in accordance with clause 26.11.1 forms part of, and does not interrupt, the relevant rest periods set out in clause 26.10 when the actual time worked is less than:
 - (a) four (4) hours for an *employee* who is called back; or
 - (b) two (2) hours for an *employee* who is *on-call*.
- 26.11.3. In the case of an *employee* who is called back more than once during a period for which a minimum payment in accordance with clause 26.11.1 has already accrued, no additional entitlement will accrue until the actual time worked exceeds:
 - (a) four (4) hours for an *employee*; or
 - (b) two (2) hours for an *employee* who is *on-call*.
- 26.11.4. Except on a Saturday, Sunday or *public holiday*, an *employee* is not entitled to double time if he or she is called back in accordance with clause 26.11.1, until he or she has physically worked more than two (2) hours of *overtime* (in these circumstances, the payment of *overtime* for the two (2) hours physically worked is paid at time and one-half).
- 26.11.5. Call back in accordance with clause 26.11.1 does not apply if:

- (a) it is customary for an *employee* to return to *Aurora's* premises or his or her workplace to do a specific job outside that *employee's ordinary hours of work*; or
- (b) the *overtime* is continuous (subject to a reasonable meal break) with finishing or starting *ordinary hours of work*.

26.12. Organised overtime on Saturday, Sunday or public holiday

- 26.12.1. Subject to clause 26, an *employee* who works organised *overtime* on a Saturday, Sunday or *public holiday* will be paid a minimum of four (4) hours' *overtime*.

26.13. Transport of employees

- 26.13.1. When an *employee*, after working *overtime*, or a shift that has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, *Aurora* will provide the *employee* with transport home or reimburse that *employee* the reasonable cost of transport home.

27. MEAL BREAKS

27.1. General

- 27.1.1. An *employee*, other than a *continuous shiftworker*, must not be compelled to work for more than five (5) continuous hours during the *employee's ordinary hours of work* without an unpaid meal break of at least thirty (30) minutes.
- 27.1.2. Notwithstanding the provisions in this clause 27.1, an *employee* who is required to perform maintenance work must work during meal breaks when this is necessary to repair breakdowns of plant or to do routine maintenance of plant that can be done only while the plant is idle.
- 27.1.3. An *employee*, other than an *employee* required to perform maintenance work in accordance with clause 27.1.2, is entitled to be paid at time and one-half for work performed during any meal breaks and after, until a meal break is allowed.

27.2. Meal breaks if working overtime

- 27.2.1. An *employee* entitled to payment for *overtime* is entitled to a paid meal break of twenty (20) minutes after each four (4) hours of *overtime* worked, if the *employee* continues to work after each meal break.
- 27.2.2. If a *day worker* is required to work *overtime* on a Saturday, Sunday or *public holiday*, the first twenty (20) minute meal break, if taken between 10.00am and 1.00pm, will be paid.

- 27.2.3. An *employee*, after working *ordinary hours of work*, and before starting *overtime* that is to continue for more than two (2) hours, is entitled to a paid meal break of twenty (20) minutes.
- 27.2.4. An *employee's manager* and an *employee* may agree to vary the requirements of this clause 27.2 to meet the circumstances of the work, provided that *Aurora* will not be required to pay an *employee* for a meal break of more than twenty (20) minutes.

PART 5 - CLASSIFICATIONS, WAGE RATES AND ALLOWANCES

28. CLASSIFICATION AND SALARY STRUCTURE

- 28.1. An *employee's* position will be classified on the basis of skills and responsibilities according to *Aurora's* Job Evaluation System. The Table of Salaries as set out in Appendix 1 sets out the Classification Levels and their applicable salaries.
- 28.2. Salary progression only occurs within a Classification Level of an *employee's* position and will depend on an *employee* acquiring and using skills and/or competencies appropriate to that *employee's* position as well as satisfactory work performance.
- 28.3. An *employee's* progress between Classification Levels depends on the *employee* being appointed to a position classified at a higher Classification Level or in accordance with clause 28.4.
- 28.4. An *employee's* position may be reclassified when an assessment has shown that the position being undertaken has changed enough to warrant reclassification, or that the position is incorrectly classified, provided that, in either case, the *employee* meets the competencies and performance requirements of the reclassified position.
- 28.5. If an *employee* is appointed temporarily to a position in a higher Classification Level, the higher duties allowance in clause 35 may apply.
- 28.6. If an *employee* undertakes a temporary extension of his or her position and the extension increases the scope of the *employee's* job to a higher Classification Level the higher duties allowance in clause 35 may apply.

29. PAYMENT OF SALARIES

- 29.1. The frequency of the payment of an *employee's* salary is fortnightly.
- 29.2. If an *employee's* employment is terminated, any salary and other accrued entitlements must be paid, where practicable, on the date of termination or on the next working day.

30. OVERPAYMENT OF SALARIES

- 30.1. *Aurora* is entitled to recover any overpayments made to *employees* in respect to salary and/or allowances.
- 30.2. *Aurora* will liaise with an *employee* to provide an opportunity for the *employee* to discuss a suitable arrangement regarding the method for recovery of the overpayment. This will occur as soon as possible after either the *employee* or *Aurora* discovers the overpayment.

- 30.3. *Aurora* will correct any underpayments to an *employee* as soon as possible after becoming aware of, or being notified of, such underpayment.

31. SUPERANNUATION

- 31.1. *Aurora* makes superannuation contributions in accordance with the Super Guarantee System, currently nine percent (9%).
- 31.2. Clause 31.1 does not apply to *employees* who are members of the RBF Contributory Scheme. The RBF Contributory Scheme is a defined benefit scheme. Benefits are based on a formula determined by RBF. This scheme closed to new employees from 15 May 1999.
- 31.3. If an *employee* elects to salary sacrifice for the purposes of superannuation, *Aurora* will meet any administration costs charged by the provider of *Aurora's* salary sacrificing.
- 31.4. Where an *employee* elects to make personal contributions to superannuation through salary sacrificing, the *employee's ordinary pay* will not be reduced by the amount of the personal contribution to superannuation for the purposes of calculating *overtime* payments.

32. ANNUALISED SALARIES

- 32.1. By agreement between *Aurora* and *employees*, the parties may enter into an annualised salary arrangement.
- 32.2. An annualised salary may consolidate shift penalties, *overtime* rates, penalty provisions, leave loading and allowances specified in this *Agreement*.
- 32.3. Annualised salary arrangements will occur where there are defined benefits to *Aurora*, *employees*, and customers.

33. ON-CALL ALLOWANCE

- 33.1. An *employee* required to be *on-call* for after hours duty to ensure the continuity of electricity supply to *Aurora's* customers is entitled to be paid an *on-call* allowance for each day he or she is required to be available, based on the following percentages of the daily salary for Step 20 contained within the Table of Salaries in Appendix 1:
- 33.1.1. twenty-five percent (25%) if an *employee* is *on-call* for one (1) week in five (5) weeks or more; or
- 33.1.2. thirty-one percent (31%) if an *employee* is *on-call* for one (1) week in four (4) weeks or less; or
- 33.1.3. thirty-seven percent (37%) if an *employee* is *on-call* for one (1) week in three (3) or less.

- 33.2. An *on-call* allowance is calculated on a daily basis. The *on-call* allowance is set out in Appendix 2.
- 33.3. Temporary changes to an *on call* roster as a result of *employees* being absent from work which require an *employee on-call* to be *on-call* more frequently do not change an *employee's* entitlement under clause 33.1, unless this change to the roster continues for at least three (3) months.
- 33.4. In addition to the *on-call* allowance in clause 33.1, an *employee* who is required to be *on-call* on a *public holiday* is entitled to:
- 33.4.1. one (1) additional day's *ordinary pay*, or
- 33.4.2. at the *employee's* request, one (1) day leave credit, provided that the total of the *employee's* accrued annual leave does not exceed forty (40) days.
- 33.5. There is a reasonable expectation for *employees* who are employed in *work groups* concerned with the maintenance and continuity of electricity supply to make themselves available for after hours duty.
- 33.6. An *employee* permanently rostered on an *on-call* roster for a period of twelve (12) months prior to taking annual leave is paid an *on-call* allowance whilst on annual leave only where he or she would have been *on-call* but for the taking of annual leave.
- 33.7. The maximum allowance payable under clause 33.6 is determined by the frequency rate that the *employee* was on *on-call* prior to taking annual leave, as follows:
- 33.7.1. where an *employee* was *on-call* one (1) week in three (3) weeks or less, an allowance under clause 33.6 is payable for a period of fourteen (14) days;
- 33.7.2. where an *employee* was *on-call* one (1) week in four (4) weeks or more, an allowance under clause 33.6 is payable for a period of seven (7) days.
- 33.8. The entitlements under clause 33.7 will apply from 1 July to 30 June with no retrospective payments being made if leave is not taken during this period. Pro-rata payments are available for *employees* who are not rostered for the full twelve (12) month period.

34. MEAL ALLOWANCE

- 34.1. An *employee* required to continue working for more than two (2) hours after the end of his or her *ordinary hours of work*, without being notified on the previous day or earlier of the requirement to work *overtime*, is entitled to be paid the meal allowance prescribed in Appendix 2.

- 34.2. An *employee* required to work *overtime*, without being notified on the previous day or earlier, will be entitled to be paid a meal allowance prescribed in Appendix 2 for each meal break taken in accordance with clauses 27.2.1 and 27.2.3.
- 34.3. An *employee* notified to work *overtime*, who provides a meal or meals and is then not required to work *overtime* or is required to work less than the period arranged, will be paid the meal allowance prescribed in Appendix 2.
- 34.4. The parties to this *Agreement* agree that the meal allowance provided in Appendix 2 must be adjusted on 1 July each year in accordance with the cost of living adjustments determined by the *consumer price index*.

35. HIGHER DUTIES ALLOWANCE

- 35.1. If an *employee* is:
- 35.1.1. appointed or assigned temporarily to a higher position; or
 - 35.1.2. undertakes a temporary extension of the position and the extension increases the scope of the job to a higher Classification Level for a period of at least ten (10) consecutive working days (inclusive of rostered days off and time off instead of overtime (flex time)), he or she is entitled to be paid an amount equal to the difference between the *employee's* classified salary and the minimum salary of the position the *employee* is temporarily assigned to fill.
- 35.2. Any annual leave, leave credits or long service leave taken by the *employee* during the temporary appointment, assignment or temporary extension of the position, does not contribute towards the ten (10) working days' minimum requirement.
- 35.3. An *employee* will not be eligible for higher duties allowance if he or she takes annual leave or long service leave during the periods of higher duties.
- 35.4. The ten (10) working days minimum does not apply to Meter Readers who are undertaking the full duties of a Field Service Officer (A), these duties specifically include visiting customers to reconnect or disconnect the supply of electricity. In these circumstances the higher duties allowance will be paid on a daily basis. The higher duties allowance will be based on the classification of a Field Service Officer (A), currently Step 14 within Classification Level 3 in the table of salaries at Appendix 1.

36. LIVING AWAY FROM HOME ALLOWANCE

- 36.1. Ordinarily, if an *employee* is required to undertake work activities away from his or her *accustomed workplace* which requires an overnight stay, an *employee* will either be reimbursed any necessary expenses incurred by him or her upon production of a receipt to *Aurora*, or use an *Aurora* Purchasing Card for the purpose of paying for any necessary expenses.

- 36.2. If an *employee* is required to undertake work away from his or her *accustomed workplace* which requires an overnight stay, *Aurora* may arrange for any necessary accommodation and meals to be billed directly to *Aurora*.
- 36.3. If the arrangements outlined in clauses 36.1 and 36.2 are not appropriate, an *employee* undertaking income generating work on behalf of *Aurora* requiring an overnight stay is entitled to be paid a living away from home allowance as contained in Appendix 2 for each twenty-four (24) hour period that the *employee* is required to be away, comprised of a breakfast component, lunch component, dinner component, and incidentals.
- 36.4. If an *employee* is entitled to be paid a living away from home allowance, *Aurora* will arrange accommodation for that *employee*.
- 36.5. Eligibility for the allowance and/or its components commences after the *employee's* normal return to home time, where it can be clearly established that the *employee* will be staying away from home overnight.
- 36.6. This allowance is based on realistic costs likely to be incurred by the *employee* and as such is adjusted on 1 July each year in accordance with the cost of living adjustments determined by the *consumer price index*.

37. TRAVELLING

- 37.1. A *manager* may require an *employee* to start work at the commencement of his or her *ordinary hours of work* at a centre away from the *employee's accustomed workplace*.
- 37.2. For all time reasonably spent in going to and returning from such a centre more than the time normally spent in travelling to the *employee's accustomed workplace* and returning home, the *employee* will be paid travelling time and any reasonable expenses incurred in excess of those normally incurred in travelling between home and the *accustomed workplace*.
- 37.3. The rate of pay for travelling time is the *employee's ordinary pay*, except on Sundays and *public holidays* when it is time and one-half.

38. INCIDENTAL ALLOWANCE

- 38.1. *Employees* who are required to travel away from home overnight on *Aurora* business are eligible to be reimbursed for any incidental travel expenses incurred up to an amount prescribed in Appendix 2.
- 38.2. Documentation of the travel expenses should be obtained wherever possible.
- 38.3. The incidental allowance cannot be claimed in addition to clause 36.

39. FIRST AID ALLOWANCE

- 39.1. An *employee* with current first aid qualifications from the St John Ambulance Association, or an equivalent qualification, who is appointed to perform first aid duties in any workplace is entitled to be paid a weekly allowance prescribed in Appendix 2.
- 39.2. If an *employee* is required to hold the qualifications outlined in clause 39.1 as a condition of his or her employment, that *employee* is not entitled to the first aid allowance, unless the employee is appointed to perform first aid in accordance with clause 39.1.

40. KILOMETRE ALLOWANCE

- 40.1. A kilometre allowance may be paid to an *employee* who is required to use his or her private vehicle for travel on *Aurora* business provided that an *Aurora* vehicle is unavailable for use. Before using a private vehicle for business travel written approval must be received from an *employee's manager*.
- 40.2. An allowance will be paid in accordance with the rates for the cents per kilometre method published by the Australian Taxation Office at the time that the allowance is claimed.
- 40.3. Private vehicles used must be roadworthy and covered by a comprehensive insurance policy.
- 40.4. For a kilometre allowance to be paid, an *employee* is required to record the details of each trip, including place of departure, destination and odometer readings at the start and end of travel.
- 40.5. The distance travelled will be calculated from an *employee's* place of employment to destination and return.

41. BASS STRAIT ISLANDS ALLOWANCE

41.1. Entitlement

- 41.1.1. All *employees* permanently employed on the Bass Strait Islands are entitled to the Bass Strait Islands allowance
- 41.1.2. The Bass Strait Islands allowance is a fixed annual figure, paid as a fortnightly allowance.
- 41.1.3. The Bass Strait Islands allowance is not taken into account when computing *overtime* or penalties.
- 41.1.4. The Bass Strait Islands allowance is paid for periods of approved leave.
- 41.1.5. The Bass Strait Islands allowance is not paid for periods of leave without pay.

41.2. The Bass Strait Islands allowance is made up of the following components:

41.2.1. The Bass Strait Islands allowance general.

- (a) The Bass Strait Islands allowance general as referred to in Appendix 2.
- (b) The parties to this *Agreement* agree that the Bass Strait Islands allowance general provided in 41.2.1(a) must be adjusted on 1 July each year in accordance with the cost of living adjustments determined by the *consumer price index*.

41.2.2. Bass Strait Islands on-call allowance

- (a) The Bass Strait Islands on-call allowance is calculated according to clause 33.1.
- (b) *Employees* are paid for being on-call thirty-five (35) weeks in a twelve (12) month period.

41.2.3. Bass Strait Islands travel allowance

- (a) The singles rate:
 - (i) two (2) flights per year emergency travel;
 - (ii) two (2) flights per year general travel; and
 - (iii) return transport of the *employee's* vehicle once per *calendar year*.
- (b) *Employees* with *spouse* and/or dependant child:
 - (i) four (4) flights per year emergency travel;
 - (ii) eight (8) flights per year general travel; and
 - (iii) return transport of the *employee's* vehicle once per *calendar year*.
- (c) Bass Strait Islands travel allowance is 'grossed-up' by Fringe Benefits Tax before payment.
- (d) The parties to this *Agreement* agree that the Bass Strait Island travel allowance provided in Appendix 2 must be adjusted on 1 July each

year in accordance with the cost of living adjustments determined by the *consumer price index*.

42. ELECTRICAL LICENCE ARRANGEMENTS

- 42.1. If an *employee* pursuant to the *Electricity Industry Safety and Administration Act 1997* (Tas) is required to hold an electrical technician's licence for *Aurora's* operational reasons, *Aurora* will pay the cost of that licence on presentation of the fees invoice by the *employee*.
- 42.2. If during the course of this *Agreement*, an *employee* is required by statute to hold a licence in order to carry out his or her *ordinary duties*, *Aurora* will pay the cost of that licence on presentation of the fees invoice by the *employee*.

43. ELECTRICITY DISCOUNT

- 43.1. *Employees* who have been continuously employed for six months are entitled to a discount of sixteen and two-thirds percent (16 2/3%) of their electricity account if:
- 43.1.1. the electricity account is in the *employee's* name;
 - 43.1.2. the discount is for one residence of which the *employee* is the legal owner or tenant; and
 - 43.1.3. the electricity account is not for premises or parts of premises used for business purposes.
- 43.2. The discount will also be available to;
- 43.2.1. *Aurora* retirees and their widows or widowers;
 - 43.2.2. widows and widowers of persons who were employees of *Aurora* at the time of death;
 - 43.2.3. *employees* who have taken a redundancy package who are over fifty five (55) years of age or older.

PART 6 - LEAVE ENTITLEMENTS

44. ANNUAL LEAVE

44.1. Entitlement

- 44.1.1. Subject to clause 44.1.2, an *employee*, other than a *casual employee*, is entitled to four (4) weeks' paid annual leave for each twelve (12) months' continuous service. Annual leave is credited fortnightly.
- 44.1.2. A *continuous shiftworker*, or an *employee* whose *accustomed workplace* is located on one of the Bass Strait Islands, is entitled to an additional one (1) week of paid annual leave for each twelve (12) months' continuous service. This additional week of annual leave is credited on the completion of each twelve (12) months' continuous service.

44.2. Payment for annual leave

- 44.2.1. Subject to clause 44.2.2, payment for annual leave is calculated at an *employee's ordinary pay* immediately before the commencement of the *employee's* annual leave.
- 44.2.2. If an *employee* is a *continuous shiftworker* payment of an *employee's ordinary pay* for the purposes of clause 44.2.1 will include his or her shift allowance and *projected shift penalties*.
- 44.2.3. If an *employee* is in receipt of the Bass Strait Islands allowance an *employee's ordinary pay* for the purposes of clause 44.2.1 will include this allowance.
- 44.2.4. If an *employee* receives an annualised salary, payment of annual leave is based on the *employee's* annualised salary immediately before the commencement of annual leave.

44.3. Rules for taking annual leave

- 44.3.1. An *employee* is entitled to take an amount of annual leave during a particular period if:
- (a) at least that amount of annual leave is credited to the *employee*; and
 - (b) *Aurora* has authorised the *employee* to take the annual leave during that period.
- 44.3.2. There is no maximum or minimum limit on the amount of annual leave that *Aurora* may authorise an *employee* to take.

- 44.3.3. Subject to clause 44.3.1(a) and 44.3.1(b), annual leave may be taken prior to the *employee's* anniversary date.
- 44.3.4. Any authorisation given by *Aurora* enabling an *employee* to take annual leave during a particular period is subject to the operational requirements of *Aurora*.
- 44.3.5. *Aurora* must not unreasonably:
- (a) refuse to authorise an *employee* to take an amount of annual leave that is credited to that *employee*; or
 - (b) revoke an authorisation enabling an *employee* to take annual leave during a particular period.
- 44.3.6. Payment will not be made instead of annual leave.

44.4. Shut down of operations

- 44.4.1. Subject to clause 44.4.2, *Aurora* may direct an *employee* to take an amount of annual leave credited to the *employee* if *Aurora* shuts down part or all of a *Division* or *work group* in which the *employee* works.
- 44.4.2. *Aurora* may shut down part or all of a *Division* or *work group* more than once within a twelve (12) month period, provided that the majority of *employees* in either the *Division* or *work group* to be shut down, (and who will not be required to work as a result of the shut down) agree.
- 44.4.3. *Aurora* will give an *employee* at least four (4) weeks' notice of proposed shut downs.
- 44.4.4. In the event that an *employee* does not have an amount of annual leave credited to him or her sufficient to cover the shut down period, an *employee* may make application to his or her *manager* to take an alternative leave entitlement, work through the shut down period, or the *employee* may elect to take a period of leave without pay.

44.5. Annual leave, excluding public holidays

- 44.5.1. If a *public holiday* falls within a period of an *employee's* leave, annual leave must not be deducted for that *public holiday*.

44.6. Extensive accumulated annual leave

- 44.6.1. If mutual agreement is not reached between an *employee* and his or her *manager*, *Aurora* may direct an *employee* to take up to a quarter of the *employee's* annual leave entitlement if the *employee* has an annual leave credit greater than eight (8) weeks.

- 44.6.2. Where an *employee* is directed to take leave in accordance with clause 44.6.1, a notice period of eight (8) weeks will be provided.

44.7. Payment of leave on termination of service

- 44.7.1. Subject to clause 44.7.2, an *employee* is entitled to payment for any accrued annual leave on termination of employment calculated at the *employee's ordinary pay* at the date of termination.
- 44.7.2. If an *employee* is a *continuous shiftworker*, payment of any accrued annual leave entitlement on termination is calculated at the *employee's ordinary pay* including his or her shift allowance and *projected shift penalties* at the date of termination.
- 44.7.3. If an *employee* is in receipt of the Bass Strait Islands allowance, payment of any accrued annual leave entitlement on termination is calculated at the *employee's ordinary pay* including the *employee's* Bass Strait Islands allowance at the date of termination.
- 44.7.4. If an *employee* receives an annualised salary payment, any accrued annual leave entitlement on termination is based on the *employee's* annualised salary at the date of termination.

44.8. Meaning of continuous service

- 44.8.1. In calculating the twelve (12) months' continuous service referred to in this clauses 44 and 45 the following absences are counted as time worked:
- (a) Absence on paid sick leave up to six (6) months;
 - (b) Long service leave in accordance with this *Agreement*;
 - (c) Absence on paid defence leave;
 - (d) An absence not exceeding twelve (12) months pursuant to a claim for workers' compensation, which has been accepted in accordance with the *Workers' Rehabilitation and Compensation Act 1988* (Tas);
 - (e) Absence on paid compassionate leave;
 - (f) Absence on paid carer's leave;
 - (g) Absence on paid annual leave; and
 - (h) Absence on paid parental leave.

- 44.8.2. Absences from work, for reasons other than those set out in clause 44.8.1, will not count as time worked.

45. ANNUAL LEAVE LOADING

45.1. Entitlement

- 45.1.1. Subject to clause 45.2.1, a loading of seventeen and a half percent (17.5%) will be paid to an employee for up to four (4) weeks' annual leave. Subject to clause 45.2.1, this loading is calculated on the employee's *ordinary pay*.
- 45.1.2. The maximum loading that can be paid to an *employee* must not exceed the weekly salary for Step 19 contained within the Table of Salaries in Appendix 1, as at 1 January in the year in which the *employee* is paid the annual leave loading.
- 45.1.3. If an *employee* with more than twelve (12) months' continuous service ceases employment with *Aurora*, the *employee* is entitled to payment of annual leave loading on a pro-rata basis calculated to the date that his or her employment ceased.

45.2. Shiftworkers

- 45.2.1. A *shiftworker* is entitled to the greater (in dollar terms) of the seventeen and a half percent (17.5%) leave loading prescribed in clause 45.1, or the *employee's projected shift penalty* at 1 January in the year in which the *employee* is paid annual leave loading.
- 45.2.2. A system of shift averaging over a twelve (12) month period for the purpose of calculating a *projected shift penalty* may be established where there is agreement between the majority of *shiftworkers* in a *work group* and their *manager* to have such a system.

45.3. Method of payment

- 45.3.1. An *employee* will be paid his or her full entitlement to annual leave loading following:
- (a) the anniversary date in any year of the *employee's* employment with *Aurora*; and
 - (b) the *employee* taking ten (10) or more consecutive days annual leave.
- 45.3.2. Where an *employee* has not satisfied the requirements set out in clause 45.3.1 within twelve (12) months of each anniversary date of an *employee's* employment with *Aurora*, the annual leave loading will be paid out as soon as

possible, with the aim of this occurring in the next pay period following the due date.

46. SICK LEAVE

46.1. Entitlement

- 46.1.1. Subject to clauses 46.2, 46.3, 46.4, 46.5, 46.6 and clause 50, an *employee* who is absent from work due to a *temporary incapacity* is entitled to paid sick leave at the rate of his or her *ordinary pay* for the period of that absence.
- 46.1.2. If an *employee* is a *continuous shiftworker*, an *employee's ordinary pay* for the calculation of sick leave will include his or her shift allowance and *projected shift penalties*.
- 46.1.3. If an *employee* is in receipt of the Bass Strait Island allowance, an *employee's ordinary pay* for the calculation of sick leave will include that allowance.
- 46.1.4. If an *employee* receives an annualised salary, his or her *ordinary pay*, for the purposes of clause 46.1.1 is calculated on the *employee's* annualised salary.
- 46.1.5. An *employee* has no entitlement under this clause 46 when he or she is absent from work:
 - (a) on account of parental leave in accordance with clause 50;
 - (b) is entitled to receive payments of weekly compensation pursuant to the *Workers Rehabilitation and Compensation Act 1988* (Tas), or any other statutory compensation scheme;
 - (c) on approved leave without pay; or
 - (d) due to a *permanent incapacity* in accordance with clause 46.5.

46.2. Notification of absence

- 46.2.1. Subject to clause 46.2.2, to be entitled to sick leave, an *employee* who is unable to attend work due to his or her *temporary incapacity*, must notify his or her *manager* (or an appropriate person if the *employee's manager* is not available):
 - (a) as soon as reasonably practicable after the *employee* becomes aware that he or she will be absent from work; and
 - (b) of the estimated length of his or her absence.
- 46.2.2. Clause 46.2.1 does not apply to an *employee* who could not comply because of circumstances beyond the *employee's* control.

46.3. Proof of incapacity

- 46.3.1. To be entitled to sick leave, an *employee* who is unable to attend work due to *temporary incapacity* for more than three (3) consecutive days must provide to his or her *manager*:
- (a) a medical certificate from a *registered medical practitioner* certifying that the *employee* suffers from a *temporary incapacity* for the period in which the *employee* was absent; or
 - (b) a statutory declaration sworn by the *employee*, stating that he or she was suffering from a *temporary incapacity* for the period in which the *employee* was absent.
- 46.3.2. Subject to clause 46.3.3 and notwithstanding clause 46.3.1, to be entitled to sick leave, an *employee* who is unable to attend work due to *temporary incapacity* for any period of time, must as soon as reasonably practicable, provide his or her *manager* with a medical certificate or statutory declaration in accordance with clause 46.3.1, if the *manager* so requests.
- 46.3.3. Clauses 46.3.1 and 46.3.2 do not apply to an *employee* who could not comply with them because of circumstances beyond the *employee's* control.

46.4. Rehabilitation

- 46.4.1. *Aurora* adopts the same best practice model for managing illness or injury regardless of whether it is a personal or work related matter. This is based on the principles of early intervention and pro-active rehabilitation. These techniques are very important in facilitating recovery, and are integral to the no debit sick leave system.
- 46.4.2. In conjunction with the appropriate professional advice, *Aurora* will consult with the *employee* and the *employee's registered medical practitioner* to develop and implement an agreed rehabilitation program.
- 46.4.3. The cost of obtaining professional advice, including medical opinion as outlined in clauses 46.4, 46.5, 46.6, and 46.7 will be met by *Aurora*. *Employees* will be required to pay the cost of reasonable personal treatment as determined in accordance with clause 46.4.2, 46.4.3. Disputes regarding what constitutes reasonable treatment may be resolved via the dispute settlement procedure outlined in clause 59.
- 46.4.4. Rehabilitation may include:
- (a) a return to work plan which may include modifying an *employee's ordinary duties* and/or *ordinary hours of work*;

- (b) participation in meeting(s) with representatives of *Aurora*, for the purpose of managing the rehabilitation program.
 - (c) participation in meeting(s) with a rehabilitation provider(s) and complying with any rehabilitation program set by such a provider in accordance with clause 46.4.2;
 - (d) participation in treatment, such as physiotherapy, health and wellbeing programs, ergonomic assessments, and manual handling techniques as determined in accordance with clause 46.4.2.
 - (e) participation in medical review(s); and
 - (f) participation in mediation.
- 46.4.5. If an *employee* participating in rehabilitation returns to work for a period on reduced hours or duties, he or she must not participate for that period in any work beyond those reduced hours or duties (including *overtime* and *on-call* rosters).
- 46.4.6. An *employee* does not have an entitlement to sick leave unless he or she fully participates in the agreed rehabilitation program as determined in accordance with clause 46.4.2. If an *employee* does not fully participate in rehabilitation, *Aurora* may write to the *employee* within ten (10) working days setting out:
- (a) the *employee's* obligation to participate in rehabilitation; and
 - (b) what the *employee* must do to meet his or her obligations in respect to rehabilitation.

46.5. Permanent incapacity

- 46.5.1. In the event of an *employee* suffering from a *permanent incapacity*, or an *employee's temporary incapacity* becoming a *permanent incapacity*, *Aurora* will in consultation with the *employee* make every effort to identify an alternative suitable position within *Aurora*. Such an assessment will include a consideration of:
- (a) whether an alternative position exists and can be offered to the *employee*;
 - (b) whether the *employee's* position can be re-designed; or
 - (c) whether the *employee's ordinary hours of work* can be reduced.
- 46.5.2. In undertaking an assessment in accordance with clause 46.5.1, *Aurora* will assess each *employee's* circumstances on a case-by-case basis, taking into

account *Aurora's* business needs and the needs of the *employee*. Such factors will include:

- (a) the availability of suitable alternative position(s);
- (b) medical advice;
- (c) the skills, experience and competency of the *employee*; and
- (d) opportunities for re-training.

46.5.3. If an *employee* accepts an offer of alternative employment from *Aurora* in accordance with clause 46.5.1, the salary and conditions of employment will be those salary and conditions of the alternative position.

46.5.4. If an alternative position is not identified and/or offered in accordance with clause 46.5.1, the *employee's* contract of employment ceases.

46.5.5. Where an *employee's* contract of employment ceases as the result of a *permanent incapacity*, *Aurora* will provide the *employee* with support during this period. The support provided by *Aurora* will include:

- (a) a notification period of at least three (3) months from the date the decision is made that the *employee's* contract of employment will cease.
- (b) transitional assistance up to the value of two-thousand dollars (\$2,000) for an *employee* with less than twenty-five (25) years of service or up to the value of four-thousand dollars (\$4,000) for an *employee* with twenty-five (25) years service or more. This assistance will be arranged by *Aurora* in consultation with the *employee* and may include services such as specific counselling, and re-training assistance.

46.5.6. An *employee* may be represented the union or a person of their choice in any discussions concerning the status of their incapacity, and the opportunities for on-going employment.

46.6. Medical review

46.6.1. If an *employee* is absent from work due to his or her *temporary incapacity* for a total of twenty (20) or more working days in any twelve (12) month period, *Aurora* may liaise with and/or obtain written reports from:

- (a) a *registered medical practitioner* of the *employee's* choice; and/or
- (b) a *registered medical practitioner* of *Aurora's* choice.

- 46.6.2. A medical report referred to in clause 46.6.1(b) will only be requested after *Aurora* has reviewed a medical report(s) provided pursuant to clause 46.6.1(a), or if following a request by *Aurora* for a report(s) pursuant to clause 46.6.1(a), no such report(s) is provided within a reasonable period of time.
- 46.6.3. A medical report obtained in accordance with clause 46.6.1 may be requested by *Aurora* to ascertain an *employee's* capacity for work.
- 46.6.4. To be entitled to sick leave, an *employee* must provide a written authority for his or her *registered medical practitioner* to permit *Aurora* to liaise with and/or prepare a written medical report(s) in accordance with clause 46.6.1.
- 46.6.5. An *employee* has no entitlement to sick leave where the opinion of the *registered medical practitioner* in clause 46.6.1(a) is that the *employee* does not suffer from a *temporary incapacity*.
- 46.6.6. If the opinion of the *registered medical practitioners* referred to in clauses 46.6.1(a) and 46.6.1(b) are inconsistent, *Aurora* may:
- (a) request the *registered medical practitioner* chosen by *Aurora* in accordance with clause 46.6.1(b) to contact the *registered medical practitioner* chosen by the *employee* in accordance with clause 46.6.1(a) with a view to reconciling their respective opinions; and/or
 - (b) request either or both of the *registered medical practitioners* to provide a further written report.
- 46.6.7. An *employee's* privacy will be protected at all times during the implementation of this clause 46. Medical reports sought in accordance with clause 46.6.1 will only be made available to specialist resources required to be involved in the case management of the *employee's* condition. In maintaining *Aurora's* privacy obligations instruction and guidance will be provided to support adherence to these principles.

46.7. Resolving differences in medical opinion

- 46.7.1. In the event that the opinions of both *registered medical practitioners* referred to in clause 46.6.1 are not resolved through the operation of clause 46.6.6, *Aurora* may require the *employee* to undergo an independent medical examination by a *registered medical practitioner*.
- 46.7.2. The *registered medical practitioner* referred to in clause 46.7.1 will either practice in the field of occupational medicine, or be a medical specialist in a field that relates to the *employee's temporary incapacity*, and will be selected through agreement with the *employee's* treating *registered medical practitioner*.

- 46.7.3. *Aurora* will request this *registered medical practitioner* referred to in clause 46.7.2 to provide a written report setting out his or her findings and recommendations.
- 46.7.4. *Aurora* will provide to the *registered medical practitioner* undertaking the independent medical examination in accordance with clause 46.7.1:
- (a) details of the *employee's ordinary duties* (the *employee* will be given the opportunity to contribute to the details provided);
 - (b) the opportunity for the *employee* to provide any relevant medical records and/or information;
 - (c) all previous medical reports obtained by *Aurora* in respect to the *employee's temporary incapacity*; and
 - (d) an opportunity to consult with the *employee's treating registered medical practitioner*, subject to the *employee's* agreement.
- 46.7.5. To be entitled to sick leave, an *employee* must not refuse to undergo an independent medical examination in accordance with clause 46.7.1.
- 46.7.6. The findings and recommendations contained in the written report of the *registered medical practitioner* undertaking the independent medical examination, are binding on *Aurora* and the *employee*.
- 46.7.7. An *employee* has no entitlement to sick leave if, in the opinion of the *registered medical practitioner* undertaking the independent medical examination, the *employee* does not suffer from a *temporary incapacity*.
- 46.7.8. If the findings in the written report referred to clause 46.7.6 of the *registered medical practitioner* undertaking the independent medical examination is that the *employee* suffers from a *permanent incapacity*, the *employee* has no entitlement to sick leave pursuant to this clause 46, and the process in accordance with clause 46.5 commences.

46.8. Sick leave and other leave entitlements

- 46.8.1. If an *employee* suffers from a *temporary incapacity* whilst on annual leave for a period of five (5) working days or more (inclusive of rostered days off), the annual leave will be re-credited on the production of a medical certificate from a *registered medical practitioner* or a statutory declaration.
- 46.8.2. An *employee* who suffers from a *temporary incapacity* whilst on long service leave for a period of at least three (3) consecutive days may be granted sick leave during that period of leave. An application by an *employee* for that

purpose needs to be accompanied by a medical certificate from a *registered medical practitioner* or a statutory declaration.

- 46.8.3. If an application is granted pursuant to an application made under clause 46.8.2, the long service leave is not extended by the period of sick leave and the *employee* must return to duty at the expiration of the original approved leave.

47. CARER'S LEAVE

47.1. Entitlement

- 47.1.1. Subject to clause 47.1.2, an *employee*, other than a *casual employee*, is entitled to up to ten (10) days' paid carer's leave in each *calendar year* to provide care or support to a member of the *employee's immediate family*, or a member of the *employee's* household, who requires care or support because of:

- (a) the member's personal illness, or injury; or
- (b) an unexpected emergency that affects the member.

- 47.1.2. If an *employee* takes paid carer's leave, the *employee* must be paid his or her *ordinary pay* for each hour (pro-rated for part hours) of carer's leave taken.

47.2. Notice

- 47.2.1. Subject to clause 47.2.2, to be entitled to paid carer's leave, an *employee* must provide notice to his or her *manager* (or an appropriate person if the *employee's manager* is not available):

- (a) as soon as reasonably practicable after the *employee* becomes aware that he or she is taking paid carer's leave; and
- (b) of the estimated duration of the paid carer's leave.

- 47.2.2. Clause 47.2.1 does not apply to an *employee* who could not comply because of circumstances beyond the employee's control.

47.3. Documentary evidence

- 47.3.1. Subject to clause 47.3.2, to be entitled to paid carer's leave, an *employee* who has been absent, or intends to be absent from work to provide care or support to a member of his or her *immediate family* or household because of that member's personal illness or injury, or due to unexpected emergency, must upon request and as soon as reasonably practicable, provide to his or her *manager*:

- (a) a medical certificate from a *registered medical practitioner* that includes a statement to the effect that in his or her opinion a member of the *employee's immediate family* or household had, has, or will have a personal illness or injury during the period in which the carer's leave relates; or
- (b) a statutory declaration made by the *employee* that includes a statement to the effect that the *employee* requires (or required) leave during the period in which the carer's leave relates to provide care or support to a member of the *employee's immediate family* or household because of a personal illness or injury; or
- (c) where the carer's leave relates to an unexpected emergency the statutory declaration provided by the *employee* will include a statement to the effect that the employee requires (required) leave during the period in which the carer's leave relates to provide care or support to a member of the employee's immediate family or household because of an unexpected emergency.

47.3.2. Clause 47.3.1 does not apply to an employee who could not comply because of circumstances beyond the employee's control.

48. UNPAID CARER'S LEAVE

- 48.1. If an *employee* has no remaining carer's leave, the *employee* is entitled to up to two (2) days' unpaid carer's leave for each occasion that the *employee* is required to care or support a member of his or her *immediate family* or household because of a personal illness, injury, or unexpected emergency of, or affecting that member.
- 48.2. Unpaid carer's leave may be taken in a single unbroken period of two (2) days or in separate periods agreed by *Aurora* and the *employee*.
- 48.3. An *employee* is entitled to unpaid carer's leave only if the *employee* complies with the notice and documentation requirements under clauses 47.2 and 47.3 to the extent to which those requirements apply to the *employee*.

49. COMPASSIONATE LEAVE

- 49.1. Compassionate leave is paid leave taken by an *employee*:
 - 49.1.1. for the purposes of spending time with a person who:
 - (a) is a member of the *employee's immediate family* or a member of the *employee's* household; and
 - (b) has a personal illness, or injury, that poses a serious threat to his or her life; or

- (c) after the death of a member of the *employee's immediate family* or a member of the *employee's household*.

49.2. An *employee*, other than a *casual employee*, is entitled to three (3) days' paid compassionate leave for each occasion that a member of the *employee's immediate family* or household:

49.2.1. contracts or develops a personal illness that poses a serious threat to his or her life; or;

49.2.2. sustains a personal injury that poses a serious threat to his or her life; or

49.2.3. dies.

49.3. The leave can be taken in three (3) consecutive days, single days or separate periods as agreed by the *employee's manager* and the *employee*.

49.4. If an *employee* takes compassionate leave, the *employee* must be paid his or her *ordinary pay* for each hour (pro-rated for part-hours) of compassionate leave taken.

50. PARENTAL LEAVE

50.1. Entitlement to paid parental leave

50.1.1. After twelve (12) months' continuous service, a female *employee* is entitled to fifteen (15) weeks' *paid parental leave* in relation to the birth of the *employee's child* or adoption of an *eligible child*.

50.1.2. After twelve (12) months' continuous service, a male *employee* is entitled to fifteen weeks (15) weeks' *paid parental leave* in relation to the birth of the *employee's child* or adoption of an *eligible child*. A male *employee* is only entitled to *paid parental leave* if:

(a) an *employee's spouse* has returned to full-time employment; and

(b) the *employee* is the primary care giver for the child.

50.1.3. Paid parental leave is only available during the fifteen (15) week period commencing immediately following the birth of the *employee's child*, or in the case of adoption, the fifteen (15) week period commencing immediately from the date of placement of an *eligible child*. The paid parental leave period is inclusive of *public holidays*.

50.1.4. A male *employee's* paid parental leave will be reduced by the period of paid parental leave provided to the *employee's spouse* by the *spouse's* employer.

- 50.1.5. A male *employee* is not eligible for paid parental leave in accordance with clause 50.1.2 if his *spouse* is entitled to paid parental leave by the *spouse's* employer for a period of, or exceeding, fifteen (15) weeks.
- 50.1.6. A statutory declaration is required to be provided by an *employee* to his or her *manager* to support an application for paid parental leave. The statutory declaration must contain details of:
- (a) if an *employee's spouse* has returned to full-time employment;
 - (b) if the *employee* is the primary care giver of the *employee's* child; and
 - (c) what period, if any, paid parental leave, the *employee's spouse* was entitled by the *spouse's* employer.
- 50.1.7. The notice requirements contained in clause 50.6, 50.9, 50.10.3 in respect to unpaid parental leave apply equally to paid parental leave.
- 50.1.8. The calculations for paid parental leave will be based on an *employee's ordinary pay*.
- 50.1.9. If an *employee* is a *continuous shiftworker*, an *employee's ordinary pay* will include his or her shift allowance and *projected shift penalties* as payable immediately before the commencement of paid parental leave.
- 50.1.10. If an *employee* is in receipt of the Bass Strait Island allowance, an *employee's ordinary pay* will include that allowance as payable immediately before the commencement of paid parental leave.
- 50.1.11. If an *employee* receives an annualised salary, payment of paid parental leave is based on the *employee's* annualised salary immediately before the commencement of paid parental leave.
- 50.1.12. To qualify for more than one period of paid parental leave, an *employee* must have resumed work between periods of parental leave.

50.2. Unpaid parental leave

- 50.2.1. After twelve (12) months' continuous service, an *employee* is entitled to a combined total of one-hundred and four (104) weeks' unpaid parental leave on a shared basis with his or her *spouse* in relation to the birth of the *employee's* child or adoption of an *eligible child*.
- 50.2.2. The unpaid parental leave entitlement in clause 50.2.1 is reduced by any amount of other authorised leave taken by the *employee*, or his or her *spouse*, in relation to the birth of the *employee's* child or adoption of an *eligible child*.

- 50.2.3. Unpaid parental leave is available to one parent at a time, in a single unbroken period, except that both parents may simultaneously take *short paternity leave* or *short adoption leave*.
- 50.2.4. The provisions of this clause 50.2 apply to all *employees*, including *eligible casual employees*. All other *casual employees* are excluded.

50.3. Short paternity leave and short adoption leave

- 50.3.1. After twelve (12) months' continuous service, an *employee* is entitled to:
- (a) with respect to *short paternity leave* an unbroken period of up to one (1) week of paid leave to be taken within two weeks of the birth of the child.
 - (b) with respect to *short adoption leave* an unbroken period of up to three (3) weeks at the time of placement of an *eligible child*. An *employee* eligible for *short adoption leave*, will receive one (1) week as paid leave and the remaining two (2) weeks will be unpaid leave.
- 50.3.2. The calculations for paid *short paternity leave* and *short adoption leave* will be based on an *employee's ordinary pay*.
- 50.3.3. In the case of a *continuous shift worker*, paid leave will be calculated in accordance with clauses 50.1.9.
- 50.3.4. In the case of an *employee* in receipt of the Bass Strait Island allowance paid leave will be calculated in accordance with clause 50.1.10.
- 50.3.5. In the case of an *employee* who receives an annualised salary the paid leave will be calculated in accordance with clause 50.1.11.

50.4. Total parental leave entitlement

- 50.4.1. The combined total of paid parental leave, unpaid parental leave (*maternity leave*, *long paternity leave*, or *long adoption leave*), *short paternity leave*, and/or *short adoption leave*, including parental leave taken by a *spouse*, may not exceed one-hundred and four (104) weeks.
- 50.4.2. Where an *employee* accesses *short paternity leave* or *short adoption leave*, this week of paid leave will be deducted from any further entitlement to paid parental leave.

50.5. Parental Leave and other entitlements

- 50.5.1. An *employee* may in lieu of, or in conjunction with, parental leave, access any annual leave or long service leave entitlements subject to the total amount of leave taken not exceeding one-hundred and four (104) weeks.

50.6. Ordinary maternity leave notice and documentation requirements

- 50.6.1. An *employee* must provide a medical certificate at least ten (10) weeks before the expected date of birth of her child, unless the child is born prematurely or there is another compelling reason for late provision of a medical certificate. The medical certificate must state that the *employee* is pregnant and the expected date of birth of the child.
- 50.6.2. The *employee* must provide an *ordinary maternity leave* application at least four (4) weeks prior to the date on which the *employee* proposes to commence a continuous period of *ordinary maternity leave*.
- 50.6.3. The *employee* at the request of *Aurora* must also provide a statutory declaration stating:
- (a) the dates of any period of *ordinary maternity leave* whether paid or unpaid;
 - (b) the dates of any other period of authorised leave to be taken in conjunction with unpaid *ordinary maternity leave* entitlements;
 - (c) the dates of any paternity leave intended to be taken by the *employee's spouse*;
 - (d) that the *employee* intends to be the child's primary care giver whilst on *ordinary maternity leave*; and
 - (e) that the *employee* agrees not to engage in any *conduct inconsistent* with the *employee's* contract of employment whilst on *ordinary maternity leave*.
- 50.6.4. An *employee* is not in breach of the notice requirements provided in this clause 50.6 if failure to give notice is caused by circumstances beyond the *employee's* control.
- 50.6.5. The *employee* is entitled to commence unpaid *ordinary maternity leave* six (6) weeks immediately prior to the expected date of birth of her child. Where an *employee* wishes to continue working past this time, *Aurora* may ask the *employee* to provide a medical certificate certifying her fitness to work and whether she can continue to work safely within her position.

50.7. Transfer to a safe job

- 50.7.1. Subject to clauses 50.7.2 and 50.7.3, an *employee* who is pregnant is entitled to transfer to a safe position in the following circumstances:
- (a) where she has provided notice and documentation in accordance with clause 50.6; and
 - (b) where in the opinion of a *registered medical practitioner*, it is inadvisable for the *employee* to continue at her present work because of illness or risks arising out of her pregnancy or hazards connected with her position.
- 50.7.2. *Aurora* must transfer the *employee* to a safe job, if it is reasonably practicable to do so, with no other change to the *employee's* terms and conditions of employment.
- 50.7.3. If the transfer to a safe job is not reasonably practicable, the *employee* may elect, or *Aurora* may require the *employee*, to immediately take paid leave until the earliest of the following times:
- (a) the end of the period stated in the medical certificate;
 - (b) if the *employee's* pregnancy results in the birth of a living child, the day before the child's birth;
 - (c) if the *employee's* pregnancy ends otherwise than with the birth of a living child, the day before the end of the pregnancy.
- 50.7.4. If an *employee* takes paid leave in accordance with 50.7.3 during the six (6) week period before the expected date of the birth, *Aurora* may require the *employee* to provide a medical certificate from a *registered medical practitioner* containing a statement of the *registered medical practitioner(s)* opinion of whether the *employee* is fit to work.
- 50.7.5. If an *employee* takes paid leave in accordance with clause 50.7.3, the *employee* will be paid no less than her *ordinary pay* immediately before the period of paid leave commences. Paid leave taken in accordance with clause 50.7.3 will not be deducted from the *employee's* paid parental leave, annual leave, or long service leave entitlements.
- 50.7.6. In the case of a *continuous shift worker*, paid leave will be calculated in accordance with clauses 50.1.9.
- 50.7.7. In the case of an *employee* in receipt of the Bass Strait Island allowance paid leave will be calculated in accordance with clause 50.1.10.

- 50.7.8. In the case of an *employee* who receives an annualised salary the paid leave will be calculated in accordance with clause 50.1.11.

50.8. Special maternity leave

- 50.8.1. Where the pregnancy of an *employee* not then on *maternity leave* terminates after twenty-eight (28) weeks other than by the birth of a living child, then the *employee* may take unpaid *special maternity leave* of such periods as a *registered medical practitioner* certifies as necessary.
- 50.8.2. Where an *employee* is suffering from an illness not related to the direct consequences of the confinement, an *employee* may take any paid sick leave to which she is entitled in lieu of, or in addition to, *special maternity leave*.
- 50.8.3. Where an *employee* not then on *maternity leave* suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid *special maternity leave* as a *registered medical practitioner* certifies as necessary before her return to work. The aggregate of paid sick leave, *special maternity leave* and parental leave, including parental leave taken by a *spouse*, may not exceed one-hundred and four (104) weeks.
- 50.8.4. Where leave is granted under clause 50.8.1, during the period of leave an *employee* may return to work at any time, as agreed between *Aurora* and the *employee* provided that time does not exceed four (4) weeks from the recommencement date desired by the *employee*.

50.9. Paternity leave notice requirements

- 50.9.1. An *employee* must provide a medical certificate at least ten (10) weeks before the expected date of birth of his child, unless the child is born prematurely or there is another compelling reason. The medical certificate must state the name of the *employee's spouse*, that she is pregnant, and the expected or actual date of the birth of the child.
- 50.9.2. The *employee* must apply for *short paternity leave* as soon as practicable on or after the first day of the leave and must state the first and last days of the period of leave.
- 50.9.3. An *employee* applying for *long paternity leave* must provide at least ten (10) weeks' notice prior to the first day of the intended leave and must state the first and last days of the period of leave.
- 50.9.4. The *employee* must also provide a statutory declaration stating:
- (a) the dates of any period of *paternity leave* whether paid or unpaid;

- (b) the dates of any other period of authorised leave to be taken in conjunction with unpaid paternity leave entitlements;
- (c) the dates of any maternity leave intended to be taken by the *employee's spouse*;
- (d) that the *employee* intends to be the child's primary care giver while on the period of *long paternity leave*;
- (e) that the *employee's spouse* has returned to full-time employment; and
- (f) that the *employee* agrees not to engage in any *conduct inconsistent* with the *employee's* contract of employment whilst on *paternity leave*.

50.10. Adoption leave

- 50.10.1. An *employee* is entitled to a period of up to two (2) days' unpaid leave for the purpose of attending any interviews or examinations required to obtain adoption approval. If the *employee* has an accrued entitlement to other authorised leave, *Aurora* can direct the *employee* to take such leave instead.
- 50.10.2. The *employee* must provide the *Aurora* with notice of his or her intention to apply for adoption leave as soon as reasonably practicable after receiving a placement notice.
- 50.10.3. Before commencing adoption leave, an *employee* must provide the *Aurora* with:
 - (a) A statement from the adoption agency of the day when the placement is expected to start; and
 - (b) A statutory declaration stating:
 - (i) the periods of *adoption leave* sought;
 - (ii) the first and last days of the *adoption leave* periods or any other authorised leave intended to be taken by the *employee's spouse* because of the placement of the child;
 - (iii) the child is an *eligible child*;
 - (iv) the *employee* is seeking *adoption leave* to become the primary care-giver; and
 - (v) the *employee* agrees not to engage in any *conduct inconsistent* with the *employee's* contract of employment whilst on *adoption leave*.

- 50.10.4. Where the placement of child for adoption with an *employee* does not proceed or continue, and:
- (a) the *employee* has not yet started the period of *adoption leave*, the *employee* is no longer entitled to the leave; or
 - (b) the *employee* has started the period of *adoption leave*, the *adoption leave* is not affected by the cancellation of the placement, however, the *Aurora* may give the *employee* written notice that the *adoption leave* is cancelled and he or she may be required to return to work no earlier than four (4) weeks from the date that notice is given.

50.11. Returning to work after a period of parental leave

- 50.11.1. Notwithstanding the *employee's* agreed return date from maternity, paternity or *adoption leave*, the *employee* must provide at least four (4) weeks' written notice of the *employee's* intention to return to work.
- 50.11.2. Unless otherwise agreed between *Aurora* and the *employee*, an *employee* may apply to change the period of parental leave on one occasion. Four (4) weeks' written notice must be provided where there is a change in the period of parental leave.
- 50.11.3. An *employee* is entitled to the position which he or she held immediately before commencing parental leave, provided the period of parental leave does not exceed fifty-two (52) weeks.
- 50.11.4. If the period of parental leave exceeds fifty-two (52) weeks, the *employee* is entitled to return to a position of comparable status, skill and *ordinary pay* but may not necessarily be the same position or in the same *work group* as prior to the commencement of parental leave.
- 50.11.5. Subject to the provisions of clause 50.11.4, in the case of an *employee* who was transferred to a safe job during pregnancy pursuant to clause 50.7, an *employee* is entitled to return to the position he or she held immediately before such transfer. Where such a position no longer exists, and the *employee* is qualified and able to work for *Aurora* in another position, the *employee* is entitled to return to:
- (a) that position; or
 - (b) if there are two or more such positions whichever position is nearest in status and remuneration to the former position.

50.12. Part-time work

- 50.12.1. An *employee* returning to work from parental leave may elect to resume work on a part-time basis.
- 50.12.2. The work to be performed part-time need not be the work performed by the *employee* in the position performed immediately prior to the commencement of parental leave. Every effort will be made to provide part-time work that is commensurate with the position the *employee* performed immediately prior to the commencement of parental leave. Consideration will be given to the *employee's* skills, qualifications and experience.
- 50.12.3. Where a *full-time employee* returns to work in a position on a part-time basis within the one-hundred and four (104) week period referred to in clause 50.2.1, he or she must elect within that period:
- (a) to resume work as a *full-time employee*; or
 - (b) continue to work in that position as a *part-time employee*.
- 50.12.4. If an *employee* elects to continue to work in accordance with clause 50.12.3(b), that position becomes the *employee's* substantive position.
- 50.12.5. Where a *part-time employee* returns to work on less hours than the *employee's ordinary hours of work* (as performed immediately prior to commencing parental leave) within the one-hundred and four (104) week period referred to in clause 50.2.1, he or she must elect within that period:
- (a) to resume the *employee's ordinary hours of work* (as performed immediately prior to commencing parental leave); or
 - (b) continue to work on less hours than the *employee's ordinary hours of work* (as performed immediately prior to commencing parental leave).
- 50.12.6. If an *employee* elects to continue to work in accordance with clause 50.12.5(b), that position becomes the *employee's* substantive position.
- 50.12.7. An *employee's manager* may request an *employee* working part-time under the provision to work reasonable *overtime* in accordance with this *Agreement*.

50.13. Replacement employees

- 50.13.1. A replacement *employee* is an *employee* specifically engaged or temporarily promoted or transferred as a result of an *employee* proceeding on parental leave.

- 50.13.2. Before *Aurora* engages a replacement *employee Aurora* will inform that person of the temporary nature of the employment and of the rights of the *employee* on parental leave to return to work.

50.14. Australian Fair Pay and Conditions Standard

- 50.14.1. The parental leave provisions contained in the Australian Fair Pay and Conditions Standard, as set out in the *WR Act* or any other parental leave entitlement in the *WR Act*, will apply to an *employee*.
- 50.14.2. To the extent the Australian Fair Pay and Conditions Standard provides a more generous entitlement, the Australian Fair Pay and Conditions Standard will prevail.

51. LONG SERVICE LEAVE

51.1. Interpretation

- 51.1.1. For the purposes of this clause, unless the contrary intention appears:
- (a) *day* means a working day;
 - (b) *continuous employment* has the meaning set out in clause 51.5;
 - (c) *length of employment* has the meaning set out in clause 51.6;
 - (d) *resign* means to cease employment before the age of retirement;
 - (e) *retire* means to cease employment at or after the age of retirement;
 - (f) *age for retirement* means an *employee's* preservation age as defined by the Australian Taxation Office, or age sixty-five (65).
 - (g) *salary* has the meaning set out in clause 51.2;
 - (h) *working day* includes a rostered day off; and
 - (i) *year* means a period of twelve (12) months from the date of an *employee's* commencement with *Aurora* and every subsequent twelve (12) month period.

51.2. Salary

- 51.2.1. *Salary* includes any one or more of the following:
- (a) an allowance specified in the *Agreement*, other than an allowance referred to in clause 51.2.2;

- (b) an allowance payable for duties an *employee* carries out relating to the employee's permanent position;
- (c) an allowance that would, but for an *employee* being absent on long service leave, be payable to the *employee* for the whole period of that leave;
- (d) any increment affecting the *salary* during that period.

51.2.2. *Salary* does not include:

- (a) extra payment for *overtime* or shiftwork; or
- (b) *on-call* or call back allowances; or
- (c) higher duties, more responsible duties or relieving allowances; or
- (d) supervision allowances; or
- (e) travelling, meal or accommodation allowances; or
- (f) site, danger and temporary locational allowances; or
- (g) any other allowance payable to an *employee* other than those specified in clause 51.2.1.

51.3. Entitlement to long service leave

51.3.1. An *employee* who has completed at least ten (10) years of *continuous employment* with *Aurora* is entitled to a period of long service leave calculated in accordance with clause 51.7.

51.4. Granting of long service leave

51.4.1. An *employee* who wishes to take long service leave is to submit an application to *Aurora* at least one (1) month before the date on which the leave is proposed to commence.

51.4.2. An *employee* may request *Aurora* to accept an application for long service leave less than one (1) month before the date on which the leave is proposed to commence if exceptional circumstances exist.

51.4.3. On receipt of an application, *Aurora* may:

- (a) grant an *employee* any long service leave to which the *employee* is entitled; or
- (b) grant an *employee* only part of any such long service leave; or

- (c) refuse to grant any such long service leave.
- 51.4.4. *Aurora* must grant or refuse to grant an application within one month after receiving the application.
- 51.4.5. *Aurora* must not grant an *employee* a period of long service leave in excess of the period of leave to which the *employee* is entitled at the date on which the leave is to commence.
- 51.4.6. *Aurora* must not grant long service leave for a period of less than five (5) days unless it considers exceptional circumstances exist to justify a shorter period.
- 51.4.7. Any period of long service leave granted to an *employee* may be taken by that *employee* in one period or more than one period.
- 51.4.8. If *Aurora* refuses to grant an *employee* part or all of any long service leave, it is to give the *employee* notice in writing of the reasons for that refusal.
- 51.4.9. If *Aurora* refuses to grant an *employee* long service leave, it must grant the *employee* long service leave within two (2) years after the date of the refusal for whichever of the following periods is the greater:
 - (a) at least half of the long service leave to which the *employee* is entitled; or
 - (b) five (5) days.

51.5. Continuous employment

- 51.5.1. The *continuous employment* of an *employee* is not interrupted if the *employee* takes:
 - (a) any period of long service leave; or
 - (b) any period of annual leave or sick leave; or
 - (c) any other period of approved leave of absence; or
 - (d) any period of absence of up to three (3) years from duty so long as during that absence the employee is in receipt of a pension under the *Retirement Benefits Act 1993* (Tas); or
 - (e) any period of absence of up to twelve (12) months from duty arising from redundancy or standing down so long as the *employee* is re-employed within that twelve (12) months after being made redundant or stood down; or

- (f) any period of absence of up to twelve (12) months from duty because of ill-health so long as the *employee* is re-employed within that twelve (12) months after ceasing employment and is not entitled to a pension under the *Retirement Benefits Act 1993* (Tas).
- 51.5.2. The *continuous employment* of an *employee* is not interrupted if the *employee* is appointed or transferred to another position as an *employee* so long as the *employee* commences duty in that position within a period of three (3) months after being so appointed or transferred.
- 51.5.3. The *continuous employment* of an *employee* is interrupted if:
 - (a) the *employee resigns* or *retires* and is re-employed three (3) months or more after *resigning* or *retiring*; or
 - (b) a period of three (3) months or more occurs between periods of employment of that person.
- 51.5.4. The *continuous employment* of an *employee* ceases on the day on which the *employee* is dismissed, *resigns* or *retires*.
- 51.5.5. A period of *continuous employment* of an *employee* includes any rostered day off taken by, or due to, the *employee*.

51.6. Length of employment

- 51.6.1. The length of employment of an *employee* includes employment as a *full-time employee*, *part-time employee* or both as a *full-time employee* and a *part-time employee*.
- 51.6.2. The length of employment of an *employee* includes:
 - (a) any period of annual leave or long service leave taken by the *employee*; and
 - (b) any period of sick leave (up to six (6) months in any twelve (12) month period) taken by the *employee* because of illness or injury which is not caused by misconduct on the part of the *employee*; and
 - (c) any period of approved leave of absence taken by the *employee* for the purpose of serving as a member of any of the Australian Defence Forces or on a jury; and
 - (d) any period of paid leave taken by the *employee* because of pregnancy and childbirth; and
 - (e) any *public holidays* to which the *employee* is entitled; and

- (f) any period of paid leave taken by the *employee* on account of special circumstances; and
- (g) any period of paid compassionate leave taken by the *employee*; and
- (h) any period of approved leave taken by the *employee* without pay for an aggregate period not exceeding twenty (20) days in each year.

51.6.3. The length of employment of an employee does not include any period of:

- (a) absence from duty if, during that absence, the *employee* is in receipt of a pension under the *Retirement Benefits Act 1993* (Tas); or
- (b) absence from duty where the *employee*:
 - (i) is made redundant or stood down; or
 - (ii) ceases employment because of ill-health and is not entitled to a pension under the *Retirement Benefits Act 1993* (Tas); or
- (c) approved leave of absence taken by the *employee* without pay for an aggregate period exceeding twenty (20) days in a year.

51.6.4. This clause 51.6 applies for the purposes of calculating:

- (a) the entitlement of long service leave under clause 51.3; and
- (b) the period of long service leave to which an *employee* is entitled to be credited under clause 51.7.

51.7. Calculation of long service leave entitlement

51.7.1. At the end of each year of *continuous employment*, an *employee* is entitled to be credited with a period of long service leave, calculated on the basis of an *employee's length of employment*, as follows:

- (a) a period of six and one half (6.5) days in each year if the *employee* has been a *full-time employee* for the whole of that year;
- (b) if the *employee* has been a *part-time employee* at any time during that year, a pro-rata amount of the entitlement specified in paragraph 51.7.1(a).
- (c) If an *employee's length of employment* is less than the *employee's continuous employment* the proportionate amount of the entitlement specified in paragraph 51.7.1(a) will apply.

51.8. Long service leave is in addition to other leave

- 51.8.1. Any period of long service leave to which an employee is entitled to be credited is in addition to any:
- (a) other leave to which the employee is entitled under this *Agreement*, and
 - (b) *public holidays*.
- 51.8.2. Clause 51.8.1(b) does not apply to an *employee* who:
- (a) receives extra pay to cover *public holidays*; or
 - (b) does shiftwork and receives additional leave entitlements in place of *public holidays*.

51.9. Maximum amount of long service leave

- 51.9.1. An *employee* is not entitled to be credited with a period of long service leave in excess of one-hundred (100) days.

51.10. Payment in lieu of long service leave by agreement

- 51.10.1. An *employee* who becomes entitled to a period of long service leave under this clause 51, may, by agreement with *Aurora*, elect to accept payment in lieu of the period of long service leave to which the *employee* is entitled.
- 51.10.2. If the *employee* makes an election under clause 51.10.1, *Aurora* will pay the employee a sum equal to the amount that the *employee* would have received had the *employee* taken long service leave at the date of the election.

51.11. Salary payable during long service leave

- 51.11.1. An *employee* who is granted a period of long service leave is entitled to the *salary* which would be payable had the *employee* not taken long service leave during that period.

51.12. Payment of salary in advance

- 51.12.1. An *employee* who is granted a period of long service leave is to be paid in advance any *salary* payable for that period if the *employee* so requests.

51.13. Allowances payable in certain cases

- 51.13.1. An *employee* or, if the *employee* dies, the *employee's* legal personal representative, is entitled to be paid an allowance calculated in accordance with clause 51.13.2 if:

- (a) the *employee* has completed at least seven (7) years but less than ten (10) years of *continuous employment* and:
 - (i) ceases employment because of ill-health; or
 - (ii) *resigns* because of domestic or other pressing necessity; or
 - (iii) *retires*; or
 - (iv) is made redundant; or
 - (v) the contract of employment is not renewed; or
 - (vi) is dismissed for any reason other than serious and wilful misconduct; or
 - (vii) dies.
- (b) the *employee* has completed ten (10) years or more of *continuous employment* and ceases employment or dies.

51.13.2. An allowance payable under this clause is an allowance equal to the *salary* that would be payable for the period of long service leave to which the *employee* is entitled immediately before cessation of employment or death.

51.13.3. The payment of an allowance under clause 51.13.1 is to be authorised by *Aurora*.

51.14. Interaction with State legislation

51.14.1. The *Long Service Leave (State Employees) Act 1994* (Tas) and the *Long Service Leave Act 1976* (Tas) are specifically excluded from this *Agreement*, and have no application in relation to an *employee*.

51.15. Disputes relating to long service leave

51.15.1. Any dispute arising out of the application of this clause shall be dealt with in accordance the dispute settlement procedure contained in clause 59.

52. LONG SERVICE LEAVE FOR APPRENTICES & TRAINEES

52.1. Where an *apprentice* or trainee is employed by another employer but performs work at *Aurora*, the period of that employment will be recognised by *Aurora* as *continuous employment* for the purposes of long service leave in the event that an *apprentice* or trainee is employed by *Aurora* within three (3) months of completing their formal training.

52.2. In addition to clause 52.1, if immediately following the completion of a trainee's formal training period, the person is employed by a third party but performs work at *Aurora*, the

period at which work is performed at *Aurora* will be recognised as *continuous employment* for the purposes of long service leave. This entitlement only applies to a person that is employed by *Aurora* within three (3) months of ceasing employment with that third party.

- 52.3. The implementation date for all *apprentices* and trainees to have their training period recognised will be 1 July 1998. Service from this date will count toward the long service leave entitlement under this clause.

53. COMMUNITY SERVICE LEAVE

- 53.1. An *employee* is entitled to apply to his or her *manager* for up to two (2) days' paid leave in each twelve (12) month period of employment to undertake voluntary community service with a *registered community service organisation*.
- 53.2. The purpose of this leave is to provide *employees* who participate in voluntary community service work with *registered community service organisations*, access to leave to undertake certain activities associated with this work during normal work hours.
- 53.3. For the purposes of this clause 53, a *registered community service organisation* is an organisation that is established for a charitable purpose either listed in the *Income Tax Assessment Acts* (C'th), or endorsed by the Australian Taxation Office as a deductible gift recipient.
- 53.4. An *employee* may make an application for community service leave in relation to any other organisation that makes a charitable or tangible contribution to the betterment of our Tasmanian community. These applications must be made to, and can only be approved by, a General Manager.
- 53.5. Any application made pursuant to clause 53.4 should be assessed on a case-by-case basis and the *employee's manager* may seek supporting documentation from the *employee* verifying their involvement with the particular organisation.
- 53.6. Any related expenses including travel, accommodation, and meals incurred when undertaking the community service are the responsibility of the *employee*.
- 53.7. Community service leave is non-cumulative.

54. SPECIAL LEAVE

- 54.1. Special leave applies to *employees* where there is an unforeseen emergency.
- 54.2. Where a situation requiring a leave of absence is known or planned in advance special leave will not apply.
- 54.3. Special leave may be approved for full or part days for a period not exceeding two (2) working days per *calendar year*.

54.4. Special leave will be approved in the following situations:

- 54.4.1. Unforeseen emergency. Unless exceptional circumstances exist only one (1) day of leave will be granted for an unforeseen emergency.
- 54.4.2. Death of relatives not covered by clause 49. Applications will be considered on the merit of the particular relationship between the *employee* and the deceased. Unless exceptional circumstances exist only one (1) day of leave will be granted.
- 54.4.3. Where an *employee* is required to defend their property from natural disaster.
- 54.4.4. Where *employees* are approved to engage in official service for the State Emergency Service or Tasmanian Fire Service (or similar) in emergency situations and work requirements allow the *employees* release.
- 54.4.5. Where *employees* are prevented by adverse weather and/or road conditions from undertaking their normal journey from home to their workplace, provided:
 - (a) the *employee's* normal route to work was blocked, all reasonable alternative routes were blocked and genuine efforts were made to complete the journey;
 - (b) the journey was completed at the earliest possible time following the re-opening of the roads.
 - (c) access to special leave under clause 54.4.5 will be for one day or part of a day.
- 54.4.6. Special leave is non-cumulative.

55. DEFENCE LEAVE

- 55.1. Defence leave applies to *employees* who are members of the Australian Defence Forces and attend authorised military training camps or parades.
- 55.2. An *employee* required to attend an authorised military training camp as a member of the Australian Defence Forces is entitled to fourteen (14) calendar days paid defence leave in a *calendar year*.
- 55.3. An *employee* required to attend a drill, parade or military school or class or course of instruction as a member of the Australian Defence Forces is entitled to sixteen (16) calendar days paid defence leave in a *calendar year*.
- 55.4. Whilst an *employee* is on defence leave in accordance with clause 55.3, *Aurora* will pay the *employee* an amount equal to what the *employee* would have received if he or she

had taken annual leave during such period, less any amount equal to what the *employee* receives from the Australian Defence Forces during the period of defence leave.

- 55.5. Defence leave in excess of entitlements outlined in 55.2 and 55.3 will be granted without pay.
- 55.6. All defence leave applications must be accompanied by evidence from the Australian Defence Forces of the requirement to attend and, an ADF Reserves Employer Support Payment Scheme - Employer's Claim (Form AD138).

56. SPORTING AND CULTURAL LEAVE

56.1. *Employees* are eligible for sporting and cultural leave if:

- 56.1.1. they have been in continuous employment with *Aurora* for one (1) year or longer; and
- 56.1.2. they have been selected to represent Tasmania or Australia in a *recognised sporting or cultural event* at national or international level as:
 - (a) a competitor or participant; or
 - (b) an official of a team or other body competing or participating in that event; or
 - (c) an official engaged in the administration of that event.

56.2. For international events an *employee* may be granted leave for a maximum of twenty (20) working days.

- 56.2.1. The twenty (20) working days is not available more than once every two (2) years for the same event;
- 56.2.2. If an *employee* is eligible for sporting and cultural leave for representation in another international event the maximum entitlement for that event is ten (10) days.

56.3. For national events an *employee* may be granted leave for a maximum of five (5) working days in any one (1) year period.

56.4. For the purposes of sporting and cultural leave a year will mean the *employee's* leave year calculated from the anniversary of the date of employment.

56.5. Sporting and cultural leave is not cumulative.

56.6. In any two (2) year period a maximum of forty (40) days sporting and cultural leave is available.

- 56.7. Sporting and cultural leave is only granted for the period necessary for *employees* to participate in the event, including reasonable travel time.
- 56.8. Sporting and cultural leave is not granted for *employees* participating in trials or warm-up competitions.
- 56.9. Sporting and cultural leave will not be granted for an *employee* to attend any event when appearance money is paid or when money, prizes, goods or orders convertible into cash are awarded.
- 56.10. Evidence of team selection, itinerary and other relevant information from the controlling body of the sport or event in which the *employee* is an official participant must be included in the application.
- 56.11. Payment for sporting and cultural leave will be made at the same rate as if the *employee* was on annual leave.

57. ATTENDANCE AT COURT

- 57.1. An *employee* is entitled to be paid if during the *employee's ordinary hours of work* he or she:
- 57.1.1. is required by the Crown to attend court as a witness; or
 - 57.1.2. is a witness at an inquest; or
 - 57.1.3. is required to attend the Supreme Court for jury service; or
 - 57.1.4. is subpoenaed as a witness in a civil proceeding.
- 57.2. Where an *employee* is required to attend any court, tribunal or commission, the *employee* is entitled to be paid for any period in which his or her attendance is required.
- 57.3. A *manager* may request an *employee* to provide the documents received by the *employee* requiring his or her attendance in accordance with clause 57.1.

58. PUBLIC HOLIDAYS

58.1. Definitions

- 58.1.1. A public holiday means:
- (a) New Years Day, Australia Day, Eight (8) Hour Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Anzac Day, Birthday of the Sovereign, Christmas Day and Boxing Day;
 - (b) A day that, under (or in accordance with a procedure under) a law of Tasmania, is substituted for a day referred to in clause 58.4;

- (c) The local statutory holidays referred to in section 5 and Schedule 1 of the *Statutory Holidays Act 2000* (Tas), in the manner prescribed by that section and Schedule. These provisions set out:
 - (i) when a municipal area, or a particular part of Tasmania has a statutory holiday, specific only to that municipal area or part; and
 - (ii) whether such a statutory holiday is a full day, or a part day (from 11.00am).

58.2. Payment for public holidays

- 58.2.1. Subject to clauses 58.2.2 and 58.2.3, an *employee*, other than a *casual employee*, who is not required to work his or her *ordinary hours of work* on a *public holiday*, is entitled to be paid his or her *ordinary pay* for that day.
- 58.2.2. A *part-time employee* whose *ordinary hours of work* do not fall on a *public holiday* is not entitled to be paid for that day.
- 58.2.3. Unless an *employee's accustomed workplace* is located within an area where a statutory holiday falls pursuant to the *Statutory Holidays Act 2000* (Tas) (as described in clause 58.1.1(c)) that day is not a *public holiday* for such an *employee* for the purposes of this clause 58.

58.3. Absence from duty

- 58.3.1. If an *employee*, other than for reasons of sick leave or carer's leave is absent from duty on the working day before, or the working day after, a *public holiday* without reasonable cause, or the consent of the *employee's manager*, the *employee* is not entitled to payment for the *public holiday*.

58.4. Substitution of public holidays by agreement

- 58.4.1. An alternative day may be taken by the *employees* in a *work group* as leave in lieu of a *public holiday*, where there is agreement between the majority of *employees* in that *work group* and their *manager* to take such an alternative day as leave in lieu.
- 58.4.2. By agreement between an *employee* and an *employee's manager* an alternative day may be taken by the *employee* as leave in lieu of a *public holiday*.

PART 7 - DISPUTE RESOLUTION

59. DISPUTE SETTLEMENT PROCEDURE

59.1. The objectives of this procedure are to:

59.1.1. resolve disputes by consultation, co-operation and discussion;

59.1.2. reduce industrial confrontation; and

59.1.3. avoid interruption to work and loss of production and salary.

59.2. Regular discussions shall take place between *Aurora* and *employees* to identify and alleviate any concerns that have the potential to lead to a dispute.

59.3. Where a complaint, grievance or claim arises, in respect to the application of any clause in this *Agreement*, it should be settled wherever possible at the workplace. If a matter cannot be resolved at the workplace the procedure set out in clause 59.5 is to be followed.

59.4. At all stages in the procedure set out in clause 59.5, an *employee* is entitled to be represented by a representative of his or her choice, including a representative of a *union* if this is the *employee's* choice. If such a request is made, that representation will not be refused or prevented.

59.5. The procedure is as follows:

59.5.1. In the first instance, the *employee* must refer the matter to his or her *manager* who will discuss the matter with the *employee* concerned.

59.5.2. If agreement is not reached following the step set out in clause 59.5.1, the matter must be referred to a more senior *manager* who will convene a meeting with the *employee* concerned to further discuss the matter.

59.5.3. If agreement is not reached following the step set out in clause 59.5.2, the matter must be referred to the General Manager of the *employee's Division*, or to the General Manager of People & Culture who will convene a meeting with the *employee* concerned to further discuss the matter.

59.5.4. Neither an *employee* nor *Aurora* can refer a matter to the *Commission* pursuant to clause 59.5.5 until each of the steps contained in clauses 59.5.1, 59.5.2 and 59.5.3 have been undertaken.

59.5.5. Subject to clause 59.5.4 an *employee* or *Aurora* can refer a matter to the *Commission* and where a matter is referred to the *Commission*, the first step is for the *Commission* to conduct a conciliation conference.

- 59.5.6. If the matter is not resolved by conciliation, in accordance with clause 59.5.5 the *employee* or *Aurora* may refer the matter to the *Commission* for arbitration.
- 59.5.7. If the *Commission* conducts an arbitration, it may:
- (a) take evidence on oath or affirmation;
 - (b) give directions orally or in writing in the course of, or for the purposes of, procedural matters relating to the proceeding;
 - (c) summon before it any persons whose presence the *Commission* considers would assist in relation to the proceeding;
 - (d) make a decision in respect of the matter to which the proceeding relates.
- 59.5.8. Subject to clauses 59.5.9, 59.5.10 and 59.5.11 the parties to this *Agreement* agree to be bound by any decision of the *Commission* made in accordance with clause 59.5.7(d)
- 59.5.9. Within twenty-one (21) days of the *Commission* making a decision in accordance with clause 59.5.7(d), either the *employee* or *Aurora* may appeal that decision to a Full Bench of the *Commission*.
- 59.5.10. Where an appeal has been instituted pursuant to clause 59.5.9, a Full Bench of the *Commission* may on such terms and conditions it considers appropriate, order that the operation of the whole or a part of the decision made in accordance with clause 59.5.7(d) be stayed pending the determination of the appeal, or until further order of the Full Bench of the *Commission*.
- 59.5.11. For the purposes of an appeal instituted pursuant to clause 59.5.9, a Full Bench of the *Commission* may:
- (a) admit further evidence; and
 - (b) give directions orally or in writing in the course of, or for the purposes of, procedural matters relating to the appeal.
- 59.5.12. On the hearing of an appeal, a Full Bench of the *Commission* may do one or more of the following:
- (a) confirm, quash or vary the decision made in accordance with clause 59.5.7(d)

- (b) make a decision in respect to the subject-matter of the decision made in accordance with clause 59.5.7(d).

59.5.13. The parties to this *Agreement* agree to be bound by any determination of the Full Bench of the *Commission* made in accordance with clause 59.5.12.

59.6. During the course of the dispute resolution process in this clause, the *employee* will:

59.6.1. continue to work as normal, unless the *employee* has a reasonable concern about an imminent risk to his or her health or safety; and

59.6.2. comply with any reasonable direction given by *Aurora* to perform other available work, that is safe and appropriate for the *employee* to perform.

60. VEHICLE REVIEW

60.1. *Aurora* is in the process of conducting a vehicle review. This review will include vehicle use, and will specifically address *employee* access to either private or commuter use of vehicles as well as the cost associated with this access. The review will address the safety and environmental aspects of *Aurora's* fleet policy decisions. The outcome of this review will be applied consistently and equitably across all *Divisions* of *Aurora* including the offer of private use. This review of access to private use will be completed within the first nine (9) months of the operation of this *Agreement*.

PART 8 - REDUNDANCY

61. DEFINITIONS

61.1. For the purpose of Part 8:

A **redundant employee** means a person:

- (a) who is a *full-time employee* or a *part-time employee*;
- (b) whose employment is terminated by *Aurora* on account of his or her position becoming redundant; and
- (c) is not offered alternative employment in accordance with clause 71.1.

A **redundancy situation** occurs where the work being performed by an *employee* covered by this *Agreement* is no longer required to be performed for reasons of:

- (a) a number of factors including a government decision;
- (b) structural or similar changes;
- (c) the application of technological changes; or
- (d) economic circumstances.

Redundancy Provisions mean the provisions contained in this Part 8.

62. PRINCIPLES

62.1. *Aurora* will endeavour to avoid or minimise the necessity to make redundant full-time or part-time *employees* by:

- 62.1.1. careful planning of workforce requirements;
- 62.1.2. achieving required workforce levels through natural attrition (such as resignation and retirement); and
- 62.1.3. offering suitable alternative employment with *Aurora*, where available. This will include seeking voluntary redundancy and arranging a job swap with other appropriate *employees*. *Aurora* will ensure voluntary redundancies will be advertised across the business.

62.2. As soon as it becomes apparent that one (1) or more *employees* may become surplus to *Aurora's* requirements, the *union* and those *employees* likely to be affected will be advised.

62.3. *Aurora* will consult with *employees* and their *union* regarding organisational restructuring issues which will result in changes to future workforce levels.

62.4. An *employee* may be represented during the consultation referred to in clause 64.2.

63. ORDINARY DISMISSAL

63.1. These *Redundancy Provisions* do not affect *Aurora's* ability to dismiss an *employee* in the ordinary course of its business without being required to give the notice mentioned in clauses 64.1 and 64.2 or to make a severance payment in accordance with clause 69.

64. NOTICE AND CONSULTATION OF REDUNDANCY SITUATION

64.1. *Aurora* will advise *employees* and their *union* of changes in workforce requirements, which will cause a *redundancy situation*, when detailed employment implications are determined.

64.2. As much notice as possible will be given in the circumstances, with a minimum period of at least three (3) months. *Aurora* will advise the *union* and affected *employees* of the likely effects on the *employees'* working conditions and responsibilities. *Aurora* will consult regularly with the *union* and affected *employees* and give consideration to matters raised by the *union* and *employees* in relation to the changes. *Aurora* will provide any retraining necessary to assist with the *employees'* integration into any new structure.

64.3. An *employee* may be represented during the consultation referred to in clause 64.2.

65. NOTICE TO EMPLOYEES

65.1. A *redundant employee* must be given six (6) weeks' notice of termination of employment or payment in lieu of such notice if an *employee* leaves within the notice period.

65.2. A *redundant employee* over the age of forty-five (45) years at the time of being given notice is entitled to an additional one (1) week's notice.

66. DETERMINING REDUNDANT EMPLOYEES

66.1. *Aurora* undertakes to avoid termination of employment as a consequence of a redundancy situation wherever possible. Such terminations only apply where other suitable positions are unavailable in other areas of *Aurora*.

66.2. Where within an employment category there will be fewer positions after a *redundancy situation* is declared, the basis of determining which *employees* are to become redundant is to be based on an assessment of each affected *employee's* competency in accordance with *Aurora's* standard selection process.

66.3. *Aurora* will consider applications for voluntary redundancy. Such applications will be assessed on a case-by-case basis, taking into consideration the *employee's* specific skills, competency and experience, and allow the *employee* to separate.

67. ASSISTANCE TO EMPLOYEES DURING THE PERIOD OF NOTICE

67.1. During the period of notice referred to in clauses 64.1 and 64.2 *Aurora* will make every endeavour to assist a *redundant employee* in the following manner:

- 67.1.1. To find alternative employment in other areas within *Aurora*. *Aurora* will comply with its obligations pursuant to section 660 of the *WR Act*, giving relevant information including, the number and categories of the *employees* to be affected and the period over which the terminations will be carried out.
- 67.1.2. A *redundant employee* is entitled to up to five (5) days' paid time off during the period of notice for the purpose of seeking other employment. This can be extended beyond five (5) days at the discretion of the *employee's manager*.
- 67.1.3. *Aurora* must provide the *redundant employee* with a written statement specifying the period of employment with *Hydro/Aurora* and the classification or type of work performed.
- 67.1.4. *Aurora* must advise in writing each *redundant employee* of his or her "redundancy calculation" which will detail their termination payment details, (severance payment, notice payment where applicable and accrued leave) prior to the termination date.

68. EMPLOYEE TRANSITIONAL ASSISTANCE

68.1. A *redundant employee* is entitled to specific employee transitional assistance on the following basis:

- 68.1.1. A *redundant employee* with up to but not including twenty-five (25) years of service is eligible for up to two-thousand dollars (\$2,000.00) worth of employee transitional assistance.
 - 68.1.2. A *redundant employee* with twenty-five (25) years of service or more is eligible for up to four-thousand dollars (\$4,000.00) worth of employee transitional assistance, or the option to take this as a cash payment, or a combination of both. Any cash payment must be included with the *redundant employee's* termination payment.
- 68.2. This assistance will be arranged by *Aurora* in consultation with the *redundant employee*, once it is known that the *redundant employee's* position is to be made redundant and will take into consideration the *redundant employee's* specific needs. Normally this will include financial counselling, job search assistance, small business advice, but is not limited to these.

69. SEVERANCE PAYMENTS

- 69.1. A *redundant employee* is entitled to receive the payments contained in clause 77.
- 69.2. For the purpose of the Scale of Payment set out in clause 77, a ***week's pay*** means the weekly rate for the Step within the Classification Levels in which the *redundant employee* was employed immediately prior to his or her termination of employment, including any permanent allowances. If a *redundant employee* is in receipt of an *on-call* allowance at the date of the termination of his or her employment, this allowance will form part of the *employee's week's pay*.
- 69.3. A *redundant employee* who leaves *Aurora* by mutual agreement during the period of notice referred to in clauses 65.1, and 65.2 is entitled to the same benefits contained in these *Redundancy Provisions*. Where this occurs and there is mutual agreement, the *redundant employee* is entitled to receive pay in lieu of the notice period, or part thereof. Agreement by *Aurora* will not be unreasonably withheld.
- 69.4. For the purposes of clause 77, a *redundant employee's* period of *continuous service* is calculated in accordance with the definition of *continuous employment* contained in the long service leave clause set out in clause 51.
- 69.5. Eligibility for severance payments under this clause 69 will apply only to a *redundant employee*. The payments do not apply to:
- 69.5.1. an *employee* who unreasonably refuses to transfer to alternative employment in accordance with clause 71;
 - 69.5.2. an *employee* who unreasonably refuses training or re-training; or
 - 69.5.3. an *employee* referred to in clause 76.
- 69.6. In addition to the payments prescribed in these *Redundancy Provisions*, a *redundant employee* is also entitled to receive any entitlements due to the *redundant employee* under the following provisions of this *Agreement* and/or relevant legislation:
- 69.6.1. accrued annual leave and leave loading entitlements;
 - 69.6.2. long service leave; and
 - 69.6.3. any relevant entitlement pursuant to the *Retirement Benefits Act 1993* (Tas).
- 69.7. In the event that a *redundant employee* dies prior to his or her proposed termination of employment date, *Aurora* will pay all entitlements referred to in the *Redundancy Provisions* directly to that *redundant employee's* estate.

70. RELOCATION EXPENSES

70.1. Where an *employee*, who was recruited or transferred from intra-state requiring relocation (and the removal costs of that relocation were met by the *Hydro* or *Aurora* on appointment or transfer), becomes a *redundant employee* and elects to move back to his or her place of recruitment or transfer within three (3) months of the termination of his or her employment, *Aurora* will meet the following expenses for such a *redundant employee* with no more than two (2) years service in his or her present location:

70.1.1. removal costs associated with the transport of the *redundant employee's* furniture and effects to a permanent residence or storage in Tasmania;

70.1.2. an appropriate vehicle kilometre allowance or bus fares for the transport of the *redundant employee* and his or her family to their new location in Tasmania; and

70.1.3. insurance against loss or damage of a *redundant employee's* furniture and effects during the course of the removal. The insurance cover must not exceed twenty-five thousand dollars (\$25,000.00).

70.2. The *redundant employee* is to obtain at least two quotations in respect to the expenses referred to in clauses 70.1.1 and 70.1.3

70.3. A *redundant employee* with more than two (2) years of service may be eligible for payment of a proportion of the above expenses calculated in accordance with the following scale:

Service	Proportion
More than two (2) years but not more than three (3) years	80%
More than three (3) years but not more than four (4) years	60%
More than four (4) years but not more than five (5) years	40%
More than five (5) years	20%

70.4. Where an *employee* who was recruited from outside Tasmania (and the removal costs of that relocation were met by *Aurora* on appointment), becomes a *redundant employee* and elects to move interstate on the termination of his or her employment within three (3) months of such termination, *Aurora* will meet the following expenses for such a *redundant employee* with up to two (2) years' service:

70.4.1. cost of first class surface transport or economy class air fares to Melbourne for a *redundant employee* who is single, or for a married couple and dependent children under eighteen (18) years old;

70.4.2. reasonable removal expenses (including insurance cover which must not exceed twenty-five thousand dollars (\$25,000.00)), to assist with expenses

incurred by the removal of furniture, household and personal effects to Melbourne. A *redundant employee* must provide *Aurora* with at least two (2) quotes for these expenses; and

- 70.4.3. the cost of (if any) the transport of a motor vehicle(s) from Devonport to Melbourne.
- 70.5. Under normal circumstances, reasonable removal expenses referred to in clause 70.4.2 will be arranged by the *redundant employee* in consultation with *Aurora*.
- 70.6. An *employee* within the meaning of clause 70.4, with more than two (2) years of service may be eligible for payment of a proportion of the expenses contained in clause 70.4, calculated in accordance with the scale referred to in clause 70.3.

71. TRANSFER TO ALTERNATIVE POSITIONS

- 71.1. In a *redundancy situation*, *Aurora* may require an *employee* to transfer to an alternative position within his or her employment category that may be available, and the *employee* will accept such a transfer provided that the *employee* concerned must be given the opportunity to discuss the arrangement with the *manager* of the alternative position prior to a decision being taken to make the transfer.
- 71.2. An employee who refuses to transfer in accordance with clause 71.1 without reasonable cause is not eligible to be a *redundant employee*. Such a person is not entitled to any of the entitlements contained in these *Redundancy Provisions*.
- 71.3. If there is a dispute regarding whether an alternative offer of employment constitutes reasonable alternative employment as per clause 71.2, this dispute may be resolved via the dispute resolution process as detailed in clause 59. If the matter is ultimately referred to the *Commission* and the *Commission* finds in favour of the *employee*, he or she will have the right to a severance payment in accordance with the scale of payments as contained in clause 77 of this *Agreement*.
- 71.4. Where an *employee* has been transferred to an alternative position the transfer will be subject to a three (3) month trial period without prejudice to redundancy benefits.
- 71.5. In the event that *Aurora* is not satisfied that the *employee* is capable of performing the duties of the alternative position, or if the *employee* can demonstrate to *Aurora's* satisfaction that he or she is not suited to the position, his or her employment may be terminated and the *employee* is entitled to the severance payments under these *Redundancy Provisions*. The severance payments will be made at the *employee's week's pay* (as set out in clause 69.2) applicable immediately prior to his or her transfer to the alternative position.
- 71.6. Clauses 71.3 and 71.4 do not apply in situations where the *employee* has applied for an advertised position within *Aurora* and the *employee* is selected for that position after a selection process has been undertaken.

72. SALARY MAINTENANCE

- 72.1. If an *employee* is transferred to a lower classified position in accordance with clause 71.1, he or she is entitled to have his or her salary maintained at the level of his or her former position for twelve (12) months from the date of transfer.
- 72.2. The period referred to in clause 72.1 can be extended up to eighteen (18) months by *Aurora* on a case-by-case basis.

73. TRAINING AND RE-TRAINING

- 73.1. An *employee* who is transferred to an alternative position in accordance with clause 72.1 will (where necessary) receive appropriate training to undertake the role to which he or she has been transferred.

74. TRANSFERS TO ALTERNATIVE LOCATIONS

- 74.1. In circumstances where an *employee* in a *redundancy situation* is offered alternative employment by *Aurora* which requires the *employee* to move to another location, *Aurora* will provide assistance to the *employee* in line with *Aurora's* Employee Relocation Assistance Policy. This will include:
 - 74.1.1. removal costs associated with household and personal effects;
 - 74.1.2. paid time to effect the removal;
 - 74.1.3. real estate agent's and solicitor's fees associated with the sale and purchase of a house by the *employee*;
 - 74.1.4. fees associated with the utilities connections;
 - 74.1.5. assistance with temporary accommodation; and
 - 74.1.6. the cost of an appropriate vehicle kilometre allowance or bus fares for the transport of the *employee* and his or her family to their new location.

75. UNDERTAKING BY PARTIES TO THE AGREEMENT

- 75.1. The parties bound by this *Agreement*.
 - 75.1.1. undertake to ensure that during the period of a *redundant employees'* notice, as specified in clause 65.1 and 65.2 work continues as normal;
 - 75.1.2. undertake to ensure that *overtime* may be required to be worked to avoid replacement of *employees* voluntarily leaving *Aurora* during that notice period; and

- 75.1.3. undertake to ensure that *Aurora's* rights to maintain workforce levels during the notice period are maintained.

76. EXCLUSIONS

- 76.1. The *Redundancy Provisions* do not have application to an *employee* who:

- 76.1.1. retires;
- 76.1.2. retires due to ill health;
- 76.1.3. elects to retire early for personal reasons;
- 76.1.4. has his or her employment terminated as a consequence of conduct that justifies dismissal;
- 76.1.5. is a transferring *employee* in accordance with clause 19.

77. SCALE OF PAYMENT

Completed Years of Service (based on an employee's continuous service)	Total Weeks of Payment (based on an employee's week's pay)	Completed Years of Service (based on an employee's continuous service)	Total Weeks of Payment (based on an employee's week's pay)
1	6	22	66
2	8	23	69
3	11	24	72
4	14	25	75
5	16	26	78
6	18	27	81
7	21	28	84
8	24	29	87
9	27	30	90
10	30	31	93
11	33	32	96
12	36	33	99
13	39	34	102
14	42	35	105
15	45	36	108
16	48	37	111
17	51	38	114
18	54	39	117
19	57	40	120
20	60	41	123
21	63		

- 77.1. In addition to the above scale of payment, the method of calculating total entitlements must take into account each completed calendar month of service in excess of the relevant completed years of service.

APPENDIX 1 - TABLE OF SALARIES

Classification Level	Step	2008 Salary Rates	01-May-08 Year 1	May 2009* Year 2	May 2010* Year 3
			5.00%	4.50%	4.50%
10	41	\$93,869	\$98,562	\$102,998	\$107,633
	40	\$91,134	\$95,691	\$99,997	\$104,497
	39	\$88,482	\$92,906	\$97,087	\$101,456
9	38	\$85,905	\$90,200	\$94,259	\$98,501
	37	\$83,404	\$87,574	\$91,515	\$95,633
	36	\$80,973	\$85,022	\$88,848	\$92,846
8	35	\$78,616	\$82,547	\$86,261	\$90,143
	34	\$76,327	\$80,143	\$83,750	\$87,519
	33	\$74,103	\$77,808	\$81,310	\$84,968
7	32	\$71,945	\$75,542	\$78,942	\$82,494
	31	\$69,851	\$73,344	\$76,644	\$80,093
	30	\$67,816	\$71,207	\$74,411	\$77,760
6	29	\$65,842	\$69,134	\$72,245	\$75,496
	28	\$63,981	\$67,180	\$70,203	\$73,362
	27	\$62,193	\$65,303	\$68,241	\$71,312
	26	\$60,455	\$63,478	\$66,334	\$69,319
5	25	\$58,769	\$61,707	\$64,484	\$67,386
	24	\$57,128	\$59,984	\$62,684	\$65,504
	23	\$55,537	\$58,314	\$60,938	\$63,680
	22	\$54,034	\$56,736	\$59,289	\$61,957
4	21	\$52,595	\$55,225	\$57,710	\$60,307
	20	\$51,216	\$53,777	\$56,197	\$58,726
	19	\$49,905	\$52,400	\$54,758	\$57,222
	18	\$48,629	\$51,060	\$53,358	\$55,759
3	17	\$47,396	\$49,766	\$52,005	\$54,345
	16	\$46,191	\$48,501	\$50,683	\$52,964
	15	\$45,024	\$47,275	\$49,402	\$51,626
	14	\$43,891	\$46,086	\$48,159	\$50,327
2	13	\$42,793	\$44,933	\$46,955	\$49,068
	12	\$41,725	\$43,811	\$45,783	\$47,843
	11	\$40,692	\$42,727	\$44,649	\$46,659
	10	\$39,683	\$41,667	\$43,542	\$45,502
1	9	\$38,703	\$40,638	\$42,467	\$44,378
	8	\$37,758	\$39,646	\$41,430	\$43,294
	7	\$36,836	\$38,678	\$40,418	\$42,237
	6	\$35,942	\$37,739	\$39,437	\$41,212
	5	\$33,311	\$34,977	\$36,550	\$38,195
	4	\$30,291	\$31,806	\$33,237	\$34,732
	3	\$27,273	\$28,637	\$29,925	\$31,272
	2	\$23,919	\$25,115	\$26,245	\$27,426
	1	\$21,573	\$22,652	\$23,671	\$24,736

*Effective from the first full pay period following 1 May

APPENDIX 2 - ALLOWANCES

Clause in this Agreement	Type of Allowance	Allowance (\$)
Clause 34	Meal allowance	\$12.82
Clause 36	Living away from home allowance	\$85.58 (comprised of breakfast component \$15.67; lunch component: \$19.24; dinner component \$35.80 and incidental component \$14.87)
Clause 38	Incidental allowance	\$14.87
Clause 39	First aid allowance (weekly)	\$10.40
Clause 41.2.1	Bass Strait Islands general allowance (annual)	\$4,116
Clause 41.2.2	Bass Strait Islands on-call allowance (annual)	\$13,357
Clause 41.2.3(a)	Bass Strait Islands travel allowance singles (grossed up) (annual)	\$5,955
Clause 41.2.3(b)	Bass Strait Islands travel allowance employees with spouse/dependants (grossed up) (annual)	\$12,060

Clause 33		On Call Allowance			
On call roster frequency	Applicable rate	May 2007 Rates	May 2008 Rates	May 2009 Rates	May 2010 Rates
1 in 3 or less	37% of the weekly rate of step 20	-	\$381.62 / 7 days	\$398.79 / 7 days	\$416.74 / 7 days
1 in 4	31% of the weekly rate of step 20	\$304.50 / 7 days	\$319.73 / 7 days	\$334.12 / 7 days	\$349.16 / 7 days
1 in 5 or more	25% of the weekly rate of step 20	\$245.56 / 7 days	\$257.85 / 7 days	\$269.45 / 7 days	\$281.58 / 7 days

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1 in 5 or more	25% of the weekly rate of step 20	\$245.56 / 7 days	\$257.85 / 7 days	\$269.45 / 7 days	\$281.58 / 7 days

APPENDIX 3 - SIGNATORIES TO THIS AGREEMENT

The parties to the Agreement as referred to in clause 2, agree to the terms of the Agreement.


EXECUTED as an agreement this 25th day of September 2008. 2008

Signatory

Name PETER DAVIS

Address 21 KIRKSWAY PLACE
HOBART

Title CHIEF EXECUTIVE OFFICER Signed for and on behalf of AURORA ENERGY PTY LTD.

Signature 



Signatory

Name AILSA SYPKES

Address 21 KIRKSWAY PLACE
HOBART

Title A/COMPANY SECRETARY Signed for and on behalf of AURORA ENERGY PTY LTD.

Signature 

Signatory

Witnessed by

Name KEVIN HARKINS

Name Janelle Whittle.

Address 105 New Town
New Town

Address 21 Kirksway Place
Hobart

Title ASSISTANT SEC

Signature [Signature]

Signed for and on behalf of the
COMMUNICATIONS, ELECTRICAL,
ELECTRONIC, ENERGY, INFORMATION,
POSTAL, PLUMBING AND ALLIED SERVICES
UNION (ELECTRICAL DIVISION)

Signatory

Witnessed by

Name Darryl Pyke

Name Courtney Edmunds

Address 2 Davey St
Hobart

Address 21 Kirksway Place
Battery Point 7000

Title Director Tasmania

Signature [Signature]

Signed for and on behalf of the ASSOCIATION OF
PROFESSIONAL ENGINEERS, SCIENTISTS AND
MANAGERS AUSTRALIA

I am authorised to
sign the Agreement
on behalf of APESMA

[Signature]
24/9/08

Signatory

Name SEAN KELLY

Address 256 MACQUARIE ST
HOBART

Title SECRETARY

Signature [Signature]

Witnessed by

Name [Signature]

Address 13 Jubilee Ave
Brighton

Signed for and on behalf of the AUSTRALIAN
MUNICIPAL, ADMINISTRATIVE, CLERICAL AND
SERVICES UNION

*I am authorised to sign this
Agreement on behalf of the
ASU. on 23/9/2008.*

Signatory

Name Darren Clark

Address 28 STATION ST
MOONAH

Title State President

Signature [Signature]

Witnessed by

Name Courtney Edmunds
Edmunds

Address 21 Kirksway Place
Battery Point, 7000 TAS.

Signed for and on behalf of the AUTOMOTIVE,
FOOD, METALS, ENGINEERING, PRINTING AND
KINDRED INDUSTRIES UNION

*I am authorised to sign
this Agreement on behalf
of the AMMU 23.9.08*

Signatory		Witnessed by	
Name	<u>IAN WAKEFIELD</u>	Name	<u>PAUL HOWES</u>
Address	<u>6 KEPPON ST</u> <u>NTH HERBERT</u>	Address	<u>LEVEL 10 377-383 SUSSEX ST</u> <u>SYDNEY NSW 2000</u>
Title	<u>BRANCH SECRETARY</u>	Signed for and on behalf of the AUSTRALIAN WORKERS UNION - Tasmanian Branch	
Signature	