



Revenue Reset Regulatory Information Notice

ENTERPRISE BARGAINING AGREEMENT

Revenue Reset Regulatory Information Notice

January 2022

Company Information

ElectraNet Pty Ltd (ElectraNet) is the principal electricity transmission network service provider (TNSP) in South Australia.

For information about ElectraNet visit www.electranet.com.au.

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1. Enterprise Bargaining Agreement Negotiation Progress

The ElectraNet Enterprise Agreement 2018 is due to nominally expire on 30 September 2022, and ElectraNet is committed to commence discussions to renew or replace the Agreement by 31 March 2022. Formal negotiations will then commence from April 2022

Appendix A Current Enterprise Bargaining Agreement



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

ElectraNet Pty Ltd T/A ElectraNet
(AG2018/6266)

ELECTRANET ENTERPRISE AGREEMENT 2018

Electrical power industry

COMMISSIONER PLATT

ADELAIDE, 15 MARCH 2019

Application for approval of the ElectraNet Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *ElectraNet Enterprise Agreement 2018* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by ElectraNet Pty Ltd T/A ElectraNet. The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 7 February 2019.

[3] On 21 February 2019, I conducted a telephone conference with the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including the provision of an undertaking.

[4] The Applicant has submitted an undertaking in the required form dated 26 February 2019. The undertaking deals with the following topics:

- Clause 10.2 (Dispute Resolution term) of the Agreement will be deleted and replaced with the Model Dispute Term in Schedule 6.1 of the *Fair Work Regulations 2009* (Cth).
- Junior and work experience employees will be classified according to the grades set out in Appendix 2, Table 1 of the Agreement, and their rates of pay are payable in accordance with the Appendix 2 Table 3.1 of the Agreement.
- Clause 9.1.1(c) of the Agreement is amended as follows:

“Where an Employee leaves during the notice period without agreement by ElectraNet, ElectraNet will be entitled to recover from the Employee an amount not exceeding that which the Employee would have been paid had they worked the period of notice required by the National Employment Standards, less any period of notice actually worked by the Employee.”

- Clause 3.4 of the Agreement is amended as follows:

“New Employees may be employed subject to a probationary period of up to six (6) months. During this period, ElectraNet or the Employee can withdraw from the contract of employment by giving one (1) months’ notice or by the payment or forfeiture of one (1) month’s pay.

Where an Employee leaves during the notice period without agreement by ElectraNet, ElectraNet will be entitled to recover from the Employee an amount not exceeding that which the Employee would have been paid had they worked the period of notice required by the National Employment Standards, less any period of notice actually worked by the Employee.”

[5] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining representatives did not express any view on the undertaking.

[6] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[7] As the Agreement does not contain a flexibility term which meets the requirements of s.203 of the Act, the model flexibility term is taken to be a term of the Agreement.

[8] The “Australian Municipal, Administrative, Clerical and Services Union (ASU)”, “Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (CEPU)” and “The Association of Professional Engineers, Scientists and Managers, Australia”, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

[9] I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days from the date of approval of the Agreement. The nominal expiry date is 30 September 2022.



COMMISSIONER

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

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

ElectraNet Enterprise Agreement 2018

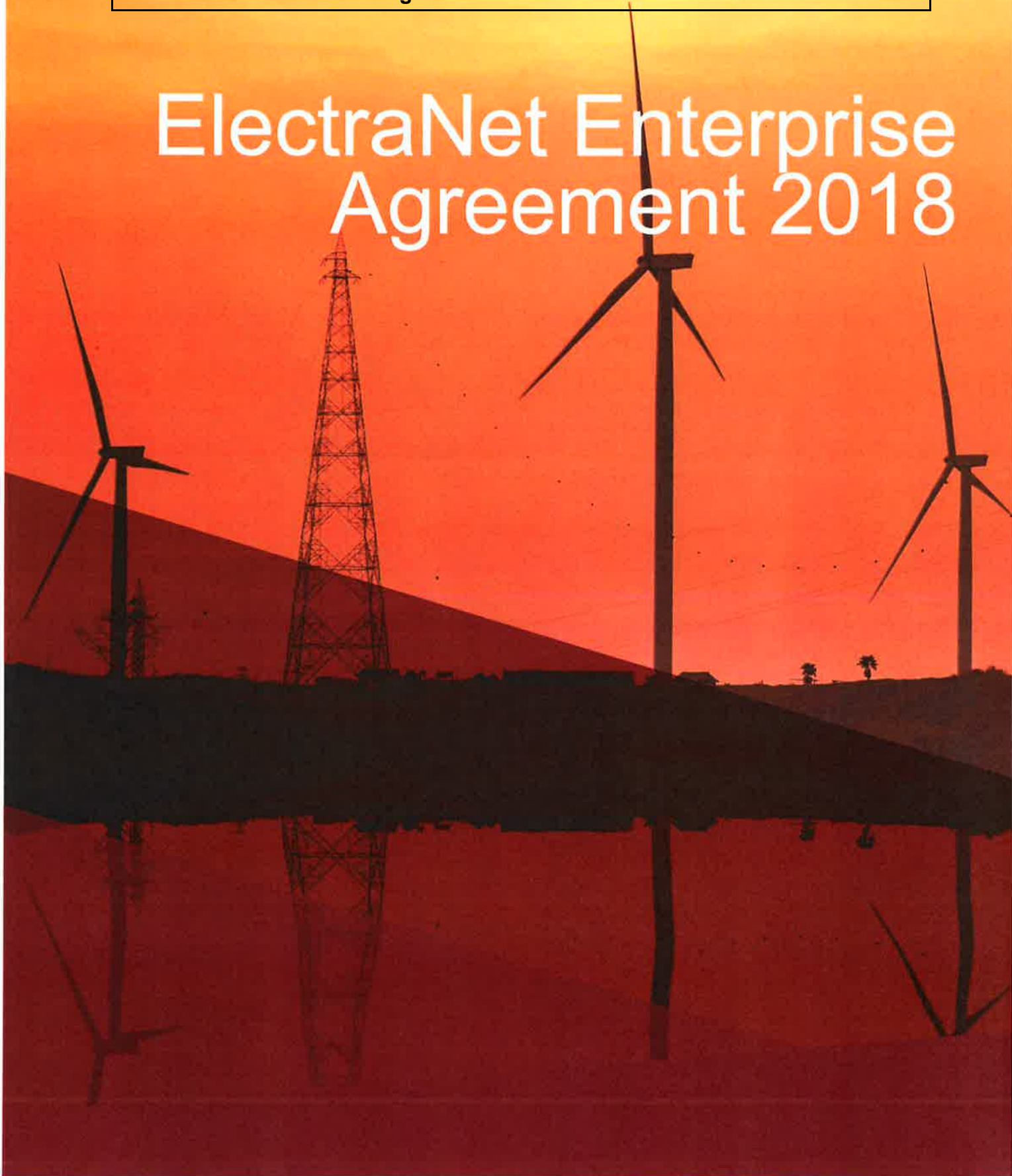


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SECTION 1. ABOUT THIS AGREEMENT

1.1. TITLE AND OPERATION

This agreement is the ElectraNet Enterprise Agreement 2018 (this "Agreement").

1.2. APPLICATION OF THIS AGREEMENT

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

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

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

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

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

In such circumstances, clauses in this Agreement related to:

- Classifications and Remuneration, specifically:
 - Section 4 (excluding clause 4.1 Recruitment Process),
 - Section 5 (excluding clauses 5.1.8 Public Holidays, 5.1.9 Superannuation, 5.2.1 Employee Development and 5.2.2 Employee Facilities) and
 - Appendix 2;
- Ordinary hours of work and Overtime (Specifically, clauses 3.5, 3.6 and 3.7);
- and
- Penalties and Allowances (Appendix 3)

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

1.3. TERM OF AGREEMENT

This Agreement shall come into effect seven (7) days after it is approved by the Fair Work Commission in accordance with section 54(1)(a) of the Act and shall remain in force until 30 September 2022.

1.4. THE NEXT AGREEMENT

The parties agree to commence discussions at least six months prior to the nominal expiry date of this Agreement to determine an appropriate course of action to renew or replace the Agreement. No Further Claims

1.5. NO FURTHER CLAIMS

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

SECTION 2. GENERAL INFORMATION

2.1. DEFINITIONS

Refer to Appendix 1.

2.2. COMMITMENT, EMPOWERMENT AND FOCUS ON OUTCOMES

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

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

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

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

2.3. ANTI DISCRIMINATION AND HARASSMENT

It is the intention of the parties to this Agreement to achieve the principal objective in section 3(e) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination and harassment on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

Accordingly, in fulfilling their obligations under clause 10.2 Dispute Resolution Procedure, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is taken to affect:

- any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- junior rates of pay;
- an Employee, ElectraNet or registered association, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- a matter referred to in this clause from being a reason for terminating employment if the reason is based on the inherent requirements of a particular position.

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

2.4. CODE OF CONDUCT

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

2.5. CONFIDENTIALITY

ElectraNet's requirements in relation to confidentiality will not extend beyond those normally required of Employees by the law. This provision is not intended to inhibit proper communication between ElectraNet Employees and their Unions on Employee relations issues.

At all times (including after leaving ElectraNet employment), Employees will observe confidentiality of information relating to ElectraNet's business. Confidential information must not be disclosed except in the proper performance of the Employee's duties or in accordance with the instruction or authority of ElectraNet. Employees will take all reasonable steps as advised by ElectraNet to ensure such information is kept confidential.

"Confidential information" means all information, knowledge, trade secrets, processes or data concerning or relating to the business of ElectraNet, customers and ElectraNet personnel of which an Employee may become aware in the course of their employment.

"Confidential information" does not include information that is or has become public knowledge through no act or failure by the Employee or which the Employee can show was not acquired directly or indirectly from ElectraNet.

2.6. CONFLICT OF INTEREST

Prior to engaging in any personal activity, which could amount to a conflict of interest with ElectraNet's business, the Employee is to inform ElectraNet.

Where circumstances change in respect of any conflict of interest, the Employee is to inform ElectraNet immediately on the occurrence of any such change or as soon as possible.

2.7. UNION RECOGNITION

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

2.8. UNION WORKPLACE REPRESENTATIVES

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

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

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

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

SECTION 3. EMPLOYMENT CONDITIONS

3.1. CONFIRMATION OF EMPLOYMENT

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

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

- a) any agreed change to the category of employment; or
- b) an agreed temporary change to the Employee's classification or rate of pay for a period in excess of two (2) weeks.

3.2. EMPLOYMENT TYPES

3.2.1. Full-Time

A full-time Employee works the ordinary hours prescribed in clauses 3.5.1 or 8.5 of this Agreement.

3.2.2. Part-Time

General

- a) A part-time Employee works to an agreed pattern of attendance, which is less than full-time hours over a four (4) week cycle.
- b) Prior to commencing part-time employment, the Employee and their Manager must agree the Employee's working hours including start and finish times for each day.
- c) A part-time Employee will have reasonably predictable hours of work.
- d) Part-time Employees will receive, on a pro rata basis, equivalent pay and conditions to full-time Employees in the same classification.
- e) Part-time Employees will receive paid time off on public holidays falling on their rostered work days for the period rostered to be worked.
- f) Overtime is paid in accordance with clause 3.6.4.

Converting from Full-time to Part-time Hours

Employees will not be required to convert their full-time position to part-time or vice versa. However an Employee may initiate a proposal for a full-time position to be converted to part-time or a part-time position to revert to full-time.

Part-time arrangements will only be entered into by agreement and will be recorded in a letter signed by the Employee and ElectraNet. Where the part-time arrangement is for a fixed term and the Employee had been in full-time employment immediately before entering into the part-time arrangement the letter must specify the end date. Upon reaching the end date, the part-time arrangement will automatically revert to full-time status unless otherwise agreed.

Any arrangement entered into can only be altered by agreement between ElectraNet and the Employee concerned.

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

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

3.2.3. Fixed Term Employment

General

- a) An externally recruited Employee may be engaged full-time or part-time for a fixed term.
- b) An existing Employee is not precluded by this provision from seeking a fixed term arrangement.
- c) This provision will not be used by ElectraNet to convert existing full-time or part-time Employees to fixed term employment.

Use of Fixed Term Contracts

ElectraNet will only initiate fixed term employment to supplement the existing workforce.

An offer of fixed term employment will be in writing and will specify a term of employment or a term linked to the completion of a particular task or project to be performed by the Employee.

The use of fixed term employment will be limited to the following circumstances:

- a) to cover periods of temporary absence; or
- b) to provide additional support, specialist skills and/or services to meet a specific business need; or
- c) to work on a defined project or projects.

Terms and Conditions of Fixed Term Contracts

A person who is engaged on a fixed term contract under this Agreement:

- a) is subject to the conditions of employment applying under this Agreement; and
- b) is subject to other ElectraNet terms and conditions applying from time to time including those set out in the letter of offer.

3.2.4. Casual Employment Contracts

General

- a) A casual Employee is engaged by the hour and paid an hourly rate based on the appropriate pay rate in Appendix 2 to this Agreement plus a loading of 25% that makes up for the nature of casual employment.
- b) Casual loading is paid instead of annual leave, paid personal/carer's leave, public holidays not worked, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- c) A casual Employee is otherwise subject to all other terms and conditions under this Agreement.
- d) The minimum pay point for a casual adult Employee will be as stated in Appendix 2 Grade 1 – Step 1 (at age 21 and beyond).
- e) Overtime is paid in accordance with clause 3.6.1.

Use of Casuals

- a) A casual Employee is paid a minimum of four (4) hours for each agreed engagement.
- b) ElectraNet will advise local Employees whenever casual employment is to be used. Where there is to be a change to current practice the parties to this Agreement are to consult before casuals are engaged.

3.2.5. Term of Employment

The term of employment is outlined in the Employee's Employment Agreement.

3.2.6. Employees to Work Within Full Range of Skills

Employees will:

- a) exercise the full extent of their skill and competency as required by ElectraNet and will not prevent other Employees from working in a like manner;
- b) undertake a full range of tasks up to the level of standard of the training provided as required by the prescribed criteria; and
- c) perform a wide range of duties within their training and competence including work which is incidental or peripheral to their main tasks or functions (subject to training, competency and health and safety requirements); provided that Employees will not be called upon to perform excessively or predominantly duties or functions below the levels of their main job roles.

3.2.7. Supplementary Resources

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

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

3.3. FLEXIBILITY ARRANGEMENTS

ElectraNet and an Employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

- a) the arrangement deals with one (1) or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances;
 - v. leave loading; and
- b) the arrangement meets the genuine needs of ElectraNet and the Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- c) the arrangement is genuinely agreed to by ElectraNet and the Employee.

ElectraNet must ensure that the terms of the individual flexibility arrangement:

- a) are about permitted matters under section 172 of the Act; and
- b) are not unlawful terms under section 194 of the Act; and
- c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

ElectraNet must ensure that the individual flexibility arrangement:

- a) is in writing; and
- b) includes the name of ElectraNet and the Employee; and
- c) is signed by ElectraNet and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- d) includes details of:
 - i. the terms of the Enterprise Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and

- iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

ElectraNet must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

ElectraNet or the Employee may terminate the individual flexibility arrangement:

- a) by giving 28 days written notice to the other party to the arrangement; or
- b) if ElectraNet and the Employee agree in writing at any time.

3.4. PROBATION

New Employees may be employed subject to a probationary period of up to six (6) months. During this period, ElectraNet or the Employee can withdraw from the contract of employment by giving one (1) months' notice or by the payment or forfeiture of one (1) month's pay.

3.5. HOURS OF WORK

3.5.1. Normal Hours - Day Workers

- a) The ordinary hours of work are an average of 37.5 hours per week exclusive of meal breaks worked in the span between 7.00 a.m. – 7.00 p.m. Monday to Friday inclusive.
- b) Within the above span, the start and finish times and the length of the working day are by agreement between Employees and ElectraNet.
- c) The parties acknowledge the existence of a number of flexible work arrangements which are in operation throughout ElectraNet including flexitime.

3.5.2. Irregular Afternoon Work

- a) Irregular afternoon work occurs where ElectraNet requires short term work on afternoons and evenings by a day worker and the Employee agrees to work the arrangement proposed. Such work is not worked to a roster as is the case with shift work (Section 8).
- b) Irregular afternoon working will be undertaken in daily periods averaging 7.5 hours each which finish after 6.00 p.m. and at/or before midnight Monday to Friday inclusive.
- c) An Employee who transfers from normal day work to irregular afternoon working will be paid for each period of afternoon working, at the rate of time and a half (1.5x) of the Employee's ordinary rate of pay for the first three (3) hours and double time (2x) the ordinary rate for the remainder.
- d) When an Employee is transferred by ElectraNet from afternoon work back to normal day work, the Employee will be entitled to an off-duty period of 10 consecutive hours. The off-duty period will be granted by ElectraNet without loss of pay for any normal day work hours falling within such absence.

3.6. Overtime - Day Workers

3.6.1. General

Requirement and Approval

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

For Employees working under flexitime arrangements, overtime:

- May be paid where an Employee has worked more than 7.5 hours on a normal working day (irrespective of their finishing time), and therefore may be eligible for overtime.

- Will be paid when directed to work before the earliest starting time and/or after the latest finishing time (for example, before 7.00 a.m. and after 7.00 p.m.).
- Overtime must be authorised and approved by an ElectraNet officer with the appropriate delegated authority.

Overtime Eligible Employees

- All Employees classified in grades up to and including Grade 6 in Appendix 2 will be eligible to be paid for approved overtime.
- This overtime limit does not apply to Shift Workers in positions classified up to and including Grade 7 in Appendix 2.
- Employees eligible to be paid overtime will not be requested to work unpaid overtime.

Exempt Employees – compensation for excessive overtime

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

Calculation of Payment - Employees eligible for overtime

- Subject to obtaining approval to work overtime in accordance with clause 3.6.1 an eligible Employee (in accordance with clause 3.6.1) will be paid overtime for the actual time worked.
- Where overtime is not continuous with other work, the minimum hours specified in the relevant provisions apply (refer clause 3.6.3).
- Where the Employee is entitled to be paid overtime, in determining the penalty to be applied for overtime, each day's work stands alone. This does not apply where a continuous period of overtime extends beyond midnight, in which case the overtime will be taken to have been worked on the day on which it began.

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

Time off in lieu of overtime worked on a Public Holiday

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

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

Minimum Break

- Employees other than those on availability duty are entitled to a minimum of 10 consecutive hours off duty between completion of ordinary work on one day and the beginning of ordinary work on the next day (substitute eight (8) hours for Employees on availability duty).
Provided that an Employee not engaged on continuous work who works on a Sunday or Public Holiday, where the work continues into the next ordinary day and the period of work is not less than the minimum prescribed by clause 3.6.3 will, on being released from duty, be entitled to the appropriate minimum rest periods set out above.
- After completing overtime, an Employee is either to be released from duty on normal pay for such time as the Employee has had 10 or eight (8) hours off duty or the Employee is to be paid at double the ordinary rate (2x) until a 10 or eight (8) hour break can be taken (as applicable).
- Provided that if the time worked on any separate occasion when an Employee is called back to work is less than the specified minimum hours, it is not to be considered when deciding whether the Employee has had 10 or eight (8) hours rest (as applicable).
- If in the opinion of the Manager there may be a safety risk to the Employee or any other Employee if the Employee resumed work at the normal starting time, the Manager may release the Employee without loss of pay for a period to be decided by the Manager.

Transport of Employees

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

3.6.2. Overtime - Continuous With Ordinary Hours

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

- a) time and a half (1.5x) of the Employee's ordinary rate of pay for the first two (2) hours of overtime worked on any day; and
- b) double time (2x) of the Employee's ordinary rate of pay for time worked after the first two (2) hours (refer to clause 3.6.2.(a)); and
- c) double time and a half (2.5x) of the Employee's ordinary rate of pay for time worked on a Public Holiday.

3.6.3. Overtime - Not Continuous With Ordinary Hours

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

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

3.6.4. Overtime - Part-Time

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

- a) required to work in excess of their agreed hours that day; and
- b) the work is performed during times or under conditions that would normally attract penalty rates for the full time Employees within their work group.

3.6.5. **Standing By**

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

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

3.6.6. **Travelling Time**

Refer to clause 5.2.5.

3.7. **MEAL BREAK**

3.7.1. **Meal Break – Ordinary Work**

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

3.7.2. **Other Breaks – Ordinary Work**

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

3.7.3. **Meal Break – Overtime**

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

3.7.4. **Other Breaks – Overtime**

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

Each break:

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

SECTION 4. RECRUITMENT AND CLASSIFICATION OF POSITIONS

4.1. RECRUITMENT PROCESS

Preference for appointment to vacant positions will be given to existing ElectraNet Employees should they, in ElectraNet's view, have the potential to fulfil all of the business requirements of relevant vacant positions. When deciding appointments to vacant positions ElectraNet will consider the relative merits of current Employees and external applicants but its decision will ultimately be made in the best interests of ElectraNet.

4.2. CLASSIFICATION PROCESS

4.2.1. New Positions

- a) The classification level for new or restructured positions will be determined by the process outlined below.
- b) A position may be advertised based on the ElectraNet determined classification level.
- c) Should the Employee-nominated Job Evaluation (JE) facilitator not agree with the JE classification result, the procedure in clause 4.2.2 (e) below will be adopted with the Employee-nominated JE facilitator taking the role of the incumbent for the purpose of resolving the matter

4.2.2. Classification Review of Existing Roles

- a) The review of a position's classification level may occur in respect of a position with an incumbent Employee, should there be a significant change in job role or an arguable case for review based on changes in the level of responsibilities, or expertise, judgement or accountability required or comparison with similar positions.
- b) Employees would not normally be denied access to this process.
- c) ElectraNet and the incumbent Employee will review the appropriateness and accuracy of the job description and where possible reach agreement.
- d) A JE interview will be conducted by a management nominated JE facilitator and an Employee nominated JE facilitator (see Note 1) with the incumbent and the Manager and guided by the Manager endorsed Position Description.
- e) Following the JE interview the management nominated JE facilitator and the Employee nominated JE facilitator will review the preliminary JE grade result with the incumbent and Manager. If agreement is not reached with the incumbent and Manager, the management nominated JE facilitator and an Employee nominated JE facilitator review inputs and clarify any required points with the incumbent and their Manager.
- f) If agreement is reached with the Manager and incumbent then the JE result is processed and signed off by the Chief Executive (CE) or their delegate.
- g) If agreement is not reached with the Manager and/or incumbent then the management and Employee nominated JE facilitators review JE inputs and JE grade result with an agreed independent expert (See Note 3). The independent expert makes a recommendation and provides supporting advice to the CE.
- h) The JE recommendation is reviewed by the CE and signed off.
- i) The Manager and incumbent are then advised of the JE grade result.
- j) This process does not prejudice the rights of the parties to address any disputed matter in accordance with Step 4 of the Disputes Resolution Procedure described in Section 10 headed 'Consultation and Dispute Resolution'.

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

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

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

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

4.3. ADVERTISING NEW OR VACANT POSITIONS

ElectraNet approves the filling of all new or vacant position(s) within the Appendix 2 range. Where the position(s) have been approved, the position(s) will be classified through the agreed clause 4.2 Classification Process, TEC evaluated (at ElectraNet's option) and advertised using the following process.

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

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

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

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

- a) If an ElectraNet Employee is successful in winning a position, the individual will be offered the position at the determined Appendix 2 classification while retaining their existing employment status/conditions.
- b) If an external candidate is successful in winning the position, then contract arrangements may be offered.

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

4.4. QUALIFICATIONS

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

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

4.4.1. **Associate Diploma or Equivalent**

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

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

4.4.2. **Engineering Degree**

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

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

4.5. **GRADUATE APPOINTMENTS**

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

On engagement a graduate Employee will be paid an entry rate not less than the following:

- in the case of a four year degree course - Grade 1 Step 5 of Appendix 2;
- in the case of a three year degree course - Grade 1 Step 2 of Appendix 2.

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

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

SECTION 5. SALARY AND BENEFITS

5.1. SALARY

5.1.1. Rates of Pay

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

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

5.1.1.1. Rates of Pay on Appointment or Reclassification

External Appointee

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

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

Employees promoted or reclassified to a higher grade will receive a minimum salary increase of 3.0% or move to the next highest step (in \$ terms) within the higher grade, whichever is higher.

The new rate will apply as follows:

- a) in the case of an appointment, from the date on which the Employee under direction from ElectraNet effectively assumes the duties of the new position.
- b) in the case of a reclassification, from the Saturday immediately following the date of reclassification; or from a date agreed by ElectraNet and the Employee (in the case of a consent reclassification); or from when the Classification Process (in the case of a disputed classification) may determine in line with the spirit and intent of such disputes being resolved within a 13 week period.

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

Where a current Employee applies for and is appointed to a position classified at a lower grade, the Employee's rate on appointment will be the maximum pay step of the grade for the position.

Junior Employees

An Employee aged under 21 years occupying a position classified in Grade 1 - Step 1 is paid the rates set out in Appendix 2 Table 3 as a minimum.

Work Experience Employees

An Employee engaged in work experience relevant to their academic training is paid the rates set out in Appendix 2 Table 3 as a minimum.

5.1.2. Principles Governing Remuneration

5.1.2.1. General

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

5.1.2.2. Step Progression

Eligibility for Step Progression

Progression between the steps within a particular grade is dependent on the Employee's performance as is determined by the outcome of the Performance, Development and Review (PDR) rating. An Employee will be eligible for step progression if they achieve a:

- PDR rating higher than "achieves performance"; or
- PDR rating of "achieves performance" for two (2) consecutive years at the same classification level.

Employees will be eligible to be considered for step progression provided they have a minimum of 12 months service in their current classification. The application of step progression will be aligned to the dates for salary increases in Appendix 2.

Employees will be required to participate in the performance development process.

During the life of this Agreement, if there is a change to the PDR ratings, employees will still be eligible for progression in line with these principles.

Preservation of Existing Rights of Progression

Employees who transferred into the classification structure included in Appendix 2, on 1 July 2005 have their existing rights of progression preserved in accordance with the following clause.

Should the maximum rate of the grade in Appendix 2 into which an Employee is transferred be less than the maximum rate of their pre-existing grade then progression to the nearest new pay step with a pay rate at or above the maximum rate of their pre-existing grade will be allowed for the Employee on a present occupant only basis, with the actual progression determined in accordance with the agreed Performance Management Process. This pay step will be treated as the top of the Employee's transfer grade.

5.1.3. Salaries

5.1.3.1. Salaries

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

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

5.1.3.2. Salary Increases

- a) This Agreement and the tables referred to in Appendix 2 will include the following salary increases to apply from the first full pay period commencing on or after:

1 November 2018	1 October 2019	1 October 2020	1 October 2021
2.0%	2.5%	2.5%	2.5%

- b) ElectraNet may make additional performance based salary increases to employees based on their performance during the performance period from 1 July to 30 June each year.
- c) If employees are under formal performance counselling at the time PDR ratings are determined, or salary increases are effective, they will have any minimum annual salary increase for that year deferred until performance reaches an acceptable level.

5.1.3.3. Consumer Price Index (CPI) Safety Net

ElectraNet will apply an increase to the annual rates (Appendix 2) of up to 2% if the CPI (Adelaide – All Groups) is in excess of the total combined quantum increases identified in clause 5.1.3 'Salary Increases' over the life of this Agreement (i.e. from 1 October 2018 to 30 September 2022).

The CPI for the life of this Agreement will be determined when the final ABS Quarter 1 results are available (ie. 30 September 2022). If the CPI is higher than the combined quantum identified in clause 5.1.3, the increase to the annual rates for the difference (up to 2%) will be made, commencing from the next available pay period after the announcement of the final CPI results.

5.1.4. Salary Sacrifice

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

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

Salary sacrifice arrangements entered into will:

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

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

5.1.5. Annualised Pay

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

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

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

5.1.6. **Payment of salary**

ElectraNet will pay salaries direct to financial institution accounts acceptable to ElectraNet. It is the responsibility of the Employee to provide ElectraNet with details of suitable accounts into which their pay can be deposited.

5.1.6.1. **Pay Periods**

Each pay period is one calendar month. It is the intention to have the pay available in Employees' accounts by the 15th day of the month.

5.1.6.2. **Records and Pay Advice Information**

ElectraNet will comply with Part 3-6 Division 3 of the *Fair Work Regulations 2009* as amended from time to time in relation to records and pay advice information.

5.1.7. **Payroll Deductions**

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

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

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

5.1.8. **Public Holidays**

5.1.8.1. **Entitlement**

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

5.1.9. **Superannuation**

5.1.9.1. **Superannuation Legislation**

- a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of ElectraNet and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund the default fund to be relied on by ElectraNet is the EISS (or otherwise, any superannuation fund nominated in the award covering the Employee is to apply).
- b) The rights and obligations in these clauses supplement those in superannuation legislation.

5.1.9.2. Employer Contributions

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

During the life of this Agreement, the government plans to increase the Superannuation Guarantee Contribution (SGC) by 0.5% on 1 July 2021 and 0.5% on 1 July 2022. ElectraNet will add these increases to employees' TEC's and not absorb them so the cash salary component is not reduced. This will be reviewed if legislation on the SGC contributions changes.

5.1.9.3. Voluntary Employee Contributions

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

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

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

5.1.9.4. Superannuation Fund

Unless, to comply with superannuation legislation, ElectraNet is required to make the superannuation contributions provided for in clause 5.1.9.2 to another superannuation fund that is chosen by the Employee, the ElectraNet must make the superannuation contributions provided for in clause 5.1.9.2 and pay the amount authorised under clauses 5.1.9.1 (a) and 5.1.9.1 (b) to the EISS.

5.1.10. Absorption of Allowances

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

- Duty Officer/Officer in Charge Availability
- First Aid
- Overnight Expense
- Motor Vehicle Allowance

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

Certain Employees who transferred to the new classification structure included in Appendix 2 on 1 July 2005 are entitled to a loading as described below. In these cases, where the difference in annual pay rate between the Appendix 2 Grade and Step to which the employee was transferred and their Grade and Pay Point applying immediately prior to transfer (the pay increase on transfer) was less than the average total annual allowances paid in the eighteen month period to 31 December 2004 (the average annual allowances paid), an annual loading equal to the average annual allowances minus the pay increase on transfer was paid to the employee on a present occupant only basis for as long as they continue in their job role as at 1 July 2005 at the new grade established on transfer to the eight grade structure included in Appendix 2.

This loading will continue to apply as the employee progresses within the grade to which they were transferred (including progression covered by sub clause 5.1.2.2) and is to increase in accordance with Agreement increases.

After transfer, should a person move to a new position or be reclassified to a higher grade the loading will cease.

The Employee may choose to convert the loading to a lump sum payment, which will be calculated based on the net present value of the loading over a five (5) year period.

5.2. BENEFITS

5.2.1. Employee Development

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

ElectraNet will provide Employees with development opportunities to:

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

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

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

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

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

Employees undergoing training will be paid:

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

5.2.2. Employee Facilities

5.2.2.1. General

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

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

5.2.3. Group Journey Insurance

ElectraNet will provide 'Group Journey Insurance' as identified by ElectraNet to Employees covered by the Agreement. ElectraNet may terminate the provision of 'Group Journey Insurance' at any time following consultation with the Unions should the cost of the provision increase pro rata for the size of the workforce by more than 50% paid for the renewal of insurances on 30 November 2004 and adjusted by CPI.

5.2.4. Workplace Health and Safety

5.2.4.1 Intent

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

5.2.4.2 Health and Safety Representatives (HSR)

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

5.2.4.3 Personal Protective Equipment

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

5.2.5. Travel Outside of Ordinary Hours

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

For Employees working under flexitime arrangements, travelling time:

- may be paid where an Employee has worked more than 7.5 hours on a normal working day (irrespective of their finishing time), and therefore may be eligible for overtime.
- will be paid when directed to travel before the Earliest Starting Time and/or after the Latest Finishing Time (for example, before 7.00 a.m. and after 7.00 p.m.).
- b) Travelling time must be authorised and approved by an ElectraNet officer with authority to do so.
- c) Travelling time is paid at ordinary rates unless:
 - the Employee is authorised to work during the trip (including driving a motor vehicle) in which case the overtime provisions in clause 3.6 apply; or
 - the Employee travels between midnight to 6.00 a.m. on any week day or at any time on a Saturday, Sunday or Public Holiday, in which case payment is at the rate of one and a half times the Employee's ordinary rate.
- d) Subject to obtaining approval in accordance with clause 3.6.1 when travelling outside normal working hours the Employee will be paid for time spent travelling, excluding waiting time.
- e) The maximum travelling time which will be paid is 12 hours out of every 24 hours; or eight (8) hours when a sleeping berth is provided for night travel.

5.2.6. Temporary Change of Work Location

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

5.2.7. Electrical Worker Registration Fee Reimbursement

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

SECTION 6. WORKING EFFECTIVELY

6.1. DISCIPLINARY ACTION

6.1.1. Disciplinary Action - Stages

Before taking action under any of the following stages, the Employee's Manager is to establish that the problem exists by discussing it with the Employee concerned and any other parties involved.

At any stage in this process an Employee may request the presence of a representative of their choice to attend the interview.

Nothing in this provision will prevent ElectraNet from determining to bypass one or more stages where the behaviour is regarded as so serious as to warrant such a measure but does not justify instant dismissal.

Stage 1 - Informal Counselling

Informal counselling is conducted by the appropriate Manager who will discuss the issue with the Employee and identify any improvement in work performance or behaviour, which may be required.

A diary note of the interview is to be kept by the appropriate Manager who will indicate this to the Employee.

Stage 2 - Formal Counselling

A formal counselling is conducted by the appropriate Manager identifying the nature of the poor performance or behaviour and indicating that failure to address the problem may result in further disciplinary action.

Prior to the interview the Employee is to be advised that they may request the attendance of a representative of their choice to attend the interview.

The appropriate Manager is to prepare a written record of the interview. A copy of the document is to be provided to the employee who will acknowledge receipt of same in writing on the original. The Employee is to be given the opportunity to record any comments on the original, which is to be retained by the appropriate Manager.

Stage 3 - Formal Warning

The Employee's Manager is to advise the Employee of the intention to conduct an interview, which may result in a formal written warning. They will invite the Employee to seek the attendance of a representative of their choice to attend the interview. During an interview at which a formal warning may be given, the Employee's manager (or officer acting in the position) must be present.

Subject to confirmation of the details of the work performance or behavioural problem, the Employee is to be advised that the consequences of not addressing the problem will lead to disciplinary action, including possible termination of employment.

The Manager is to prepare a written record of the interview. A copy of the document is to be provided to the Employee who will acknowledge receipt of same in writing on the original. The Employee is to be given the opportunity to record any comments on the original, which is to be retained by the Manager.

Stage 4 - Investigation and Interview which may lead to dismissal

Following investigation of the relevant facts the employee will be told of the allegations and be given the opportunity to state their case. The Employee will be invited to request the attendance of a representative of their choice to attend the interview.

After considering the facts and the Employee's response, ElectraNet may determine to:

- a) take no further action; or
- b) take alternative disciplinary action; or
- c) dismiss the Employee with notice; or
- d) dismiss the Employee summarily.

6.1.2. **Alternative to Dismissal**

Where ElectraNet has taken the decision that sufficient grounds for termination of employment exist, as an alternative to dismissal ElectraNet may offer the Employee:

- a) a temporary or permanent reduction in the Employee's pay point within the classification level; or
- b) a temporary or permanent placement in another position at the same or lower grade or classification. Where the Employee has been subject to a reduction, this does not preclude them from accessing their normal entitlements eg performance management, reclassification, etc.

6.1.3. **Disciplinary Action - Dismissal without Notice**

ElectraNet may dismiss an Employee without notice for gross and wilful misconduct and/or neglect of duty justifying instant dismissal, whereon the Employee will be paid up to the time of dismissal only.

During an investigation into allegations of gross and wilful misconduct and/or neglect of duty, ElectraNet may:

- a) suspend the Employee from duty (limited to two (2) weeks); or
- b) temporarily place the Employee in another position.

SECTION 7. LEAVE

7.1. ANNUAL LEAVE

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

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

7.1.1. Annual Leave Entitlement

For each year of service, full-time Employees other than Shift Workers are entitled to four (4) weeks paid annual leave. Annual leave may be taken for a period agreed between ElectraNet and the Employee.

7.1.2. Annual Leave Accrual

Annual leave entitlements accrue in accordance with the NES from the Employee's date of commencing employment with ElectraNet.

7.1.3. Taking Annual Leave

- a) An Employee who has accrued in excess of eight (8) weeks annual leave may be directed to take leave.
- b) It is expected that as a minimum an Employee will take two (2) weeks annual leave in a 12 month period.
- c) It is the intention that the timing of taking annual leave entitlements will be agreed between ElectraNet and the Employee.
- d) Where ElectraNet requires leave to be taken, not less than four (4) weeks' notice will be given to the Employee.

7.1.4. Annual Leave in Advance

- a) Annual leave may be given in advance where agreed between ElectraNet and the Employee.
- b) Subject to clause 7.7, Christmas Leave, where ElectraNet requires up to three (3) days leave to be taken between 25 December in any year and 1 January of the following year, and the Employee has insufficient annual leave accrual, annual leave will be given in advance for this purpose.

7.1.5. Payment

Annual Leave

- a) Annual leave payment will be calculated on Employee's ordinary rate of pay. An Employee receiving an allowance (including First Aid) on a continuous basis will continue to receive the allowance on annual leave, subject to, in the case of higher duties allowance, the Employee resuming higher duties on completion of leave.
- b) Employees on availability duty receive an additional payment in accordance with Appendix 3.
- c) If an Employee has worked at least six (6) months (continuous or aggregated) on Temporary Higher Duties in a 12 month qualifying period, one years' annual leave entitlement will be paid at the rate which applied for the longest time worked at Temporary Higher Duties during the qualifying period. Under this condition, to accumulate two annual leave entitlements at Temporary Higher Duties would take a minimum of 18 months.

Annual Leave Loading

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

7.1.6. **Sickness While on Annual Leave**

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

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

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

7.1.7. **Cash Out of Annual Leave**

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

- a) the employee has taken a minimum of two (2) weeks' (10 working days) annual leave in the previous 12 months;
- b) the minimum amount that may be paid out in any 12-month period is one week (five (5) days);
- c) the cashing out of the leave must not result in the employee's annual leave balance after the cashing out being less than four weeks;
- d) a written request is made by the employee for each period of "cashed out" annual leave; and
- e) salary for this purpose will be the equivalent payment at the rate which would have applied had leave been taken. The payment includes applicable annual leave loading in accordance with clause 7.1.5 of this Agreement.

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

7.2. **PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

7.2.1. **Entitlement**

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

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

- a) Full-time Employees, other than casuals, are entitled to 15 days' leave of absence each year without loss of pay where they cannot attend work due to personal illness or injury or to provide care or support to a member of an Employee's family as defined in the NES or due to family violence as defined below. This entitlement does not apply to illness or injury covered by worker's compensation.
- b) Family violence is defined as violent, threatening or other abusive behaviour by an employee's family member that seeks to coerce or control the employee and causes them harm or fear.
- c) Part-time Employees are entitled to this leave on a pro rata basis according to ordinary hours worked.
- d) Any part of this Employee benefit not used accumulates from year to year.

7.2.2. **Accrual**

Personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

7.2.3. **Documentation**

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

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

Evidence for family violence leave will not be required.

7.2.4. **Compassionate Leave**

An Employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family or a member of the Employee's household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

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

7.3. **LONG SERVICE LEAVE**

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

Where this clause is silent, long service leave entitlements will be determined in accordance with the *Long Service Leave Act 1987 (SA)* as amended from time to time. Where there is inconsistency between this Agreement and the *Long Service Leave Act 1987 (SA)*, this Agreement will apply to the extent of any inconsistency.

7.3.1. **Entitlement**

- a) Full time Employees with 10 years continuous service are entitled to 13 weeks Long Service Leave. Thereafter an entitlement of 1.3 weeks accrues for each further completed year of service.
- b) Part-time Employees with 10 years continuous service are entitled to long service leave on a pro rata basis.
- c) Employees who have completed seven (7) years' continuous service may apply to access the pro-rata accrual of their long service leave entitlement.
- d) Long Service Leave generally will be taken in multiples of a week.
- e) Weekends occurring during long service leave are counted as part of that leave. Public holidays will not be deducted from the long service leave balance. Public holidays will be paid at ordinary time.

7.3.2. **Payment**

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

7.3.3. **Taking of Long Service Leave - Options**

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

- a) at the Employee's ordinary rate of pay; or

- b) with ElectraNet's agreement Employees may take an equal period of leave without pay in conjunction with their long service leave.

7.3.4. **Employment While on Long Service Leave**

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

7.3.5. **Payment on Termination – Long Service Leave**

The following Table summarises the long service leave payment made when an Employee terminates employment with ElectraNet.

Length Of Service	Type Of Termination	Payment Received
More than 10 years	Termination for any reason	1.3 weeks for each year of service and pro rata for each completed month of service, less any already taken
Seven (7) years to less than 10 years	Termination for any reason other than gross and wilful misconduct	Pro rata for each completed month of service, less any already taken
Seven (7) years to less than 10 years' service	Termination for gross and wilful misconduct	No entitlement to payment
Less than seven (7) years' service	Termination for any reason	No payment

7.3.6. **Sickness While on Long Service Leave**

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

7.4. **COMMUNITY SERVICE LEAVE**

Community service leave is provided for in the NES.

7.5. **EMERGENCY LEAVE**

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

7.6. **PARENTAL LEAVE**

Parental leave is provided for in the NES. This clause supplements the NES. To the extent of any inconsistency, the NES will apply as a minimum.

Below is a summary of the main provisions of the NES which are relevant to ElectraNet Employees as at the date of commencement of this Agreement. The NES will apply to the extent of any inconsistency with this summary. This is only a summary and Employees should be aware that there are other provisions of the NES governing parental leave which may apply to them.

7.6.1. **General**

- a) Parental Leave is available to full time and part-time Employees (and in some circumstances casual Employees) for a period of up to 52 weeks where the Employee has or will have a responsibility for the care of the child where one of the following situations arises:

- the birth of a child to the Employee or the Employee’s spouse or de-facto partner; or
 - the placement of a child with the Employee with a view to the adoption of the child by the Employee (where adoption means the adoption of a child who is not the natural child of the Employee or Employee’s spouse, who is, or will be, under 16 as at the day of placement, or the expected day of placement, of the child, and who has not lived continuously with the Employee for six (6) months or longer).
- b) An absence on parental leave does not break an Employee’s continuity of service but the period that is unpaid is not to be taken into consideration in calculating the Employee’s period of service.
- c) Subject to the operation of the Act, a full time Employee entitled to parental leave may, by agreement with ElectraNet, work part-time in lieu of taking parental leave.
- d) A female Employee who has given notice of her intention to take parental leave for the birth of a child must start the leave six (6) weeks before the expected date of birth unless a medical practitioner has certified that the Employee is fit to work closer to the expected date of birth.
- e) The starting and finishing dates for a period of parental leave are to be agreed between ElectraNet and the Employee. Parental leave does not extend more than a year after the date of birth, or placement for adoption, of the child for whom the leave relates.

7.6.2. Entitlement

- b) An Employee is entitled to take parental leave:
- where the Employee has at least 12 months’ continuous service with ElectraNet at the date of the birth, or the expected date of birth, or placement, or expected day of placement; and
 - where the Employee has given written notice of the taking of leave at least 10 weeks before starting leave; and
 - Where the Employee has at least four (4) weeks before the intended start date of leave confirmed the intended start date and end date of the leave.
- b) An Employee is not permitted to take parental leave at the same time as the Employee’s spouse, where the spouse is also employed by ElectraNet (apart from one week’s unpaid parental leave taken by both parents immediately after the birth of the child or placement of the child for adoption). Where the Employees covered by the Agreement are an Employee couple and each of the Employees intend to take unpaid parental leave, in which case, concurrent parental leave may be taken up to eight (8) weeks in total.
- c) An Employee’s entitlement to parental leave is reduced by any period of parental leave taken by the Employee’s spouse, where the spouse is also employed by ElectraNet, for the same child (excluding the period of one (1) week or eight (8) weeks concurrent leave referred to above).

7.6.3. Paid Parental Leave

In addition to the above provisions of the Act, ElectraNet provides paid parental leave as detailed below:

- An Employee, other than a casual Employee, who has completed 12 months continuous service immediately prior to the birth of the child and is the primary carer, is entitled to twelve (12) weeks paid parental leave.
- Subject to this clause, an Employee, other than a casual Employee, who has completed 12 months of continuous service before taking custody of an adopted child and is the primary carer is entitled to up to 12 weeks paid parental leave.
- An Employee, other than a casual Employee, who has completed 12 months continuous service immediately prior to the birth of the child and is the secondary carer, is entitled to three (3) weeks paid parental leave.
- Subject to this clause, an Employee, other than a casual Employee, who has completed 12 months of continuous service before taking custody of an adopted child and is the secondary carer is entitled to up to three (3) weeks paid parental leave.

The following conditions apply to an Employee applying for paid parental leave:

- The total of paid and unpaid parental leave is not to exceed 52 calendar weeks.
- Parental Leave will be paid at the Employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date parental leave commences.
- Where both parents are Employees of ElectraNet, only one Employee is entitled to the paid parental leave.
- The paid parental leave period is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of leave.

Part-time Employees will have the same entitlements as full time Employees on a prorated basis according to the Employees 'Part-time Employment Agreement' with ElectraNet.

7.6.4. **Documentation**

- a) An Employee seeking parental leave due to the birth of a child is to provide ElectraNet with a medical certificate certifying the pregnancy and the expected date of birth no later than ten weeks prior to the expected date of birth.
- b) An Employee who is applying for, or is taking, parental leave is to give ElectraNet details of the periods of parental leave taken or to be taken by the Employee's spouse for the same child.

7.6.5. **Return to Work**

- a) On finishing parental leave, an Employee is entitled to the position held immediately prior to starting leave. If the former position is no longer available, the Employee is entitled to a position for which the Employee is qualified and suited nearest in status and remuneration to the former position.
- b) Where the Employee was acting in a temporary position immediately prior to parental leave, the entitlement under this provision relates to the Employee's substantive position.

7.7. **CHRISTMAS LEAVE**

ElectraNet will provide one day of paid Christmas leave during the Christmas/New Year business closedown.

Employees who are rostered to work during the Christmas/New Year business closedown will be entitled to defer taking the Christmas leave day to another time to be agreed with their Manager and no later than within one month of the Christmas/New Year business closedown.

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

7.8. **VOLUNTEERING LEAVE**

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

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

7.9. **TRADE UNION TRAINING LEAVE**

An Employee who

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

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

7.10. OTHER LEAVE

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

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

8.1. GENERAL

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

8.2. DEFINITIONS

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

8.3. SHIFT ALLOWANCES

8.3.1. Standard Shift Allowances

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

Period	Shift Allowance – Percentage Of Ordinary Rate
Weekday - standard day	Ordinary rate only

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

8.3.2. **Averaging of Shift Allowances**

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

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

8.4. **PAY EQUALISATION**

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

8.5. **ORDINARY HOURS OF WORK**

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

8.6. **OVERTIME**

8.6.1. **General**

- a) ElectraNet can require an Employee to work reasonable overtime.
- b) Overtime must be approved by an ElectraNet officer authorised to do so.
- c) Payment for overtime is only available to Shift Workers classified in positions up to and including Grade 7 of Appendix 2.
- d) An Employee classified in Grade 8 of Appendix 2 or above may seek compensation for excessive overtime worked. ElectraNet may determine to make a payment at ordinary rate or provide time off in lieu in these circumstances.
- e) Except as provided in this subclause, the provisions of clause 3.6 - Overtime - apply generally to Shift Workers working overtime.
- f) Shift allowances (refer clause 8.3.1) are not payable when overtime is worked.

8.6.2. **Non-continuous Shift Workers**

A non-continuous Shift Worker will be paid overtime at the rates outlined in the following Table.

Period	Penalty
Weekday / Saturday	1.5x ordinary rate for the first two (2) hours;

Period	Penalty
	2x ordinary rate thereafter
Sunday	2x ordinary rate
Public Holiday	2.5x ordinary rate

8.6.3. Continuous Shift Workers

Overtime worked by a continuous Shift Worker outside the rostered hours is paid at:

Period	Penalty
Any day other than a Public Holiday	2x ordinary rate
Public Holiday	2.5x ordinary rate

8.7. ROSTERS

8.7.1. Rosters

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

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

- a) Standard eight (8) hour shift will be no more than eight (8) shifts in any nine (9) consecutive days.
- b) Standard 12 hour shifts will be no more than three (3) consecutive 12 hour shifts without a 24 hour break.
- c) A combination of standard 12 hour shifts and standard eight (8) hour shifts will be no more than seven (7) continuous shifts without a 48 hour break.
- d) Variations to rosters.

Changes to the Method of Working Shifts

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

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

Replacement of an Employee on Shift Roster

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

8.7.2. **Employees Swapping Shifts between Themselves**

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

8.8. **MEAL AND OTHER BREAKS**

8.8.1. **Non-continuous Shift**

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

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

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

8.8.2. **Continuous Shift**

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

8.9. **ANNUAL LEAVE – SHIFT WORKER**

8.9.1. **Entitlement**

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

In practice this means continuous Shift Workers on eight (8) or 12 hour shifts will be given 192 hours paid annual leave each year.

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

8.9.2. **Annual Leave Accrual**

Annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

8.9.3. **Taking Annual Leave**

- a) An Employee who has accrued in excess of 10 weeks annual leave may be directed to take leave.
- b) It is expected that as a minimum an Employee will take two (2) weeks annual leave in a 12 month period.
- c) It is the intention that the timing of taking annual leave entitlements will be agreed between ElectraNet and the Employee.
- d) Where ElectraNet requires leave to be taken, not less than four (4) weeks' notice will be given to the Employee.

8.9.4. **Annual Leave in Advance**

- a) Annual leave may be given in advance where agreed between ElectraNet and the Employee.
- b) Where ElectraNet requires up to three (3) days leave to be taken between 25 December in any year and 1 January of the following year, and the Employee has insufficient annual leave accrual, annual leave will be given in advance for this purpose.

8.9.5. **Payment for Annual Leave**

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

8.9.6. **Sickness While on Annual Leave**

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

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

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

8.9.7. **Cash Out of Annual Leave**

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

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

- e) salary for this purpose will be the equivalent payment at the rate which would have applied had leave been taken. The payment includes applicable annual leave loading in accordance with clause 8.9.5 of this Agreement.

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

8.10. LONG SERVICE LEAVE

For general long service leave provisions refer to clause 7.3. Specific conditions relating to Shift Workers are as follows.

8.10.1. Entitlement

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

8.10.2. Payment for Long Service Leave

- a) A continuous or non-continuous Shift Worker engaged on shift for more than 26 weeks at any time within five (5) years preceding the first day of taking the leave is paid a loading provided:
 - any period of 26 weeks is computed by aggregating continuous periods on shift of not less than two (2) weeks; and
 - a week is a period of seven (7) consecutive days including any rostered days off provided by the relevant shift roster.
- b) The loading paid is the average penalty of the Employee's ordinary rate determined as follows:
 - At the time of taking leave, the Employee will be paid a percentage of their ordinary rate to a maximum of 30%. The actual percentage of the ordinary rate will be calculated on the basis of:
 - 3% of the ordinary rate for each complete period of 26 weeks on continuous shift work; and
 - 1% of the ordinary rate for each period of 26 weeks if engaged on non-continuous or a combination of continuous and non-continuous shift.
- c) Where period(s) on shift work cannot be accurately or reliably ascertained, ElectraNet will make an estimate and will determine the loading (if any) payable.
- d) If any variation to the ordinary rate occurs during the period of leave the rate of payment will be adjusted accordingly.

8.11. MINIMUM BREAK

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

8.12. SHIFT RELIEF

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

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

8.13. DAYLIGHT SAVING

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

SECTION 9. TERMINATION, SEPARATION AND REDUNDANCY

9.1. TERMINATION OF EMPLOYMENT

9.1.1. Notice Requirements

- a) Subject to the requirements of the Act and the Electricity Corporations (Restructuring and Disposal) Act 1999 sections 23 and 24, except in the case of casual Employees, employment may be terminated with a minimum of one months' notice by either party.
- b) In accordance with the NES, if the Employee is over 45 years old and has completed at least two (2) years of continuous service with ElectraNet, an additional week of notice will be provided.
- c) Where an Employee leaves during the notice period without agreement by ElectraNet, they will forfeit one (1) month's pay or a pro rata amount where part of the notice period has been worked.
- d) ElectraNet may elect to pay out the notice period.

9.1.2. Payment of Entitlements on Termination

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

9.1.3. Job Search Entitlement

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

9.1.4. Death While Employed

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

9.2. ABANDONMENT OF EMPLOYMENT

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

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

9.3. REDUNDANCY

9.3.1. Definition

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

9.3.2. Application

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

This clause does not apply to Transferred Employees (defined in Appendix 1 of this Agreement). Refer to Appendix 4 of this Agreement for redundancy arrangements applying to Transferred Employees.

9.3.3. Objective

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

9.3.4. Relationship to the NES

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

9.3.5. Voluntary redundancy

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

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

9.3.6. Notice

The notice period required to terminate the employment of an Employee in relation to redundancy is consistent with clause 9.1 of this Agreement. In accordance with the NES, if the Employee is aged 45 years or older and has completed at least two (2) years of continuous service with ElectraNet, an additional week of notice will be provided.

9.3.7. Redundancy Entitlements

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

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

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

9.3.8. **Outplacement Services**

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

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

9.3.9. **Transfer to Lower Paid Duties**

Where an Employee is transferred to lower paid duties by reason of redundancy and in order to avert the termination of the Employee's employment, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated. ElectraNet may, at ElectraNet's option, make payment in lieu of notice of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

9.3.10. **Employee Leaving During Notice Period**

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

9.3.11. **Job Search Entitlement**

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

9.4. **REDEPLOYMENT AND SALARY MAINTENANCE**

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

9.4.1. **Redeployment**

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

Redeployment of Employees will be arranged to meet business needs and taking into account the skills and abilities of the Employee.

There are two categories of redeployment:

- When a position becomes excess to ElectraNet's needs; or
- Where an Employee is unable to continue in their current position for medical reasons.

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

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

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

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

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

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

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

Employee Responsibilities

Employees being redeployed are to:

- fully inform themselves of the various options available;
- actively and positively seek an approved position compatible with their skills and the business need;
- accept temporary placements during the period when they are awaiting placement in a position;
- undertake training that is approved by ElectraNet and considered necessary to enable them to carry out the duties of the position to which they are redeployed; and
- to the greatest extent possible, discharge the responsibilities and obligations of the position to which they have been redeployed as if they had been appointed to that position.

9.4.2. Salary Maintenance

Where an Employee is receiving a base rate of pay that is in excess of the base rate of pay of the position to which they are redeployed, ElectraNet shall provide salary/wage maintenance.

The Employee's base rate is to be maintained in full including any increases that may be awarded until either:

- ElectraNet redeploys the Employee to a permanent position with a commensurate rate of pay; or
- five (5) years has elapsed whichever is the sooner.

Where, due to redeployment, an Employee is to have Shift Penalties and/or Duty Officer Allowance reduced, they can elect to have the reduction phased in over three (3) years (i.e. full allowance maintenance for twelve months, two thirds for a further twelve months and one third for a further twelve months) or immediately receive an equivalent lump sum.

9.5. REWRITE ELECTRICITY CORPORATION (RESTRUCTURING AND DISPOSAL) ACT 1999

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

SECTION 10. CONSULTATION AND DISPUTE RESOLUTION

10.1. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

- (1) This term applies if ElectraNet:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- Major change*
- (2) For a major change referred to in paragraph (1)(a):
 - (a) ElectraNet must notify the relevant employees and unions party to this Agreement of the decision to introduce the major change; and
 - (b) subclauses (3) to (10) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise ElectraNet of the identity of the representative; ElectraNet must recognise the representative.
- (5) ElectraNet acknowledges that such consultation will enable employees not only to be informed, but will also provide a genuine opportunity to influence and have input into any proposed change.
- (6) As soon as practicable after making its decision, ElectraNet must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures ElectraNet is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (7) However, ElectraNet is not required to disclose confidential or commercially sensitive information to the relevant employees or unions.
- (8) ElectraNet must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (9) If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of ElectraNet, the requirements set out in paragraph (2)(a) and subclauses (3) and (6) are taken not to apply.
- (10) In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of ElectraNet's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (11) For a change referred to in paragraph (1)(b):
- (a) ElectraNet must notify the relevant employees and unions party to this Agreement of the decision to introduce the major change; and
 - (b) subclauses (12) to (17) apply.
- (12) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (13) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise ElectraNet of the identity of the representative; ElectraNet must recognise the representative.
- (14) As soon as practicable after proposing to introduce the change, ElectraNet must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what ElectraNet reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees;
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- (15) ElectraNet acknowledges that such consultation will enable employees not only to be informed, but will also provide a genuine opportunity to influence and have input into any proposed change.
- (16) However, ElectraNet is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (17) ElectraNet must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (18) In this term:
- relevant employees** means the employees who may be affected by a change referred to in subclause (1).

10.2. DISPUTE RESOLUTION PROCEDURE

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

ElectraNet and Employees agree to negotiate in good faith and on the basis of mutual trust.

ElectraNet has an open door policy for all Employees to communicate directly with leaders and managers.

All issues of concern to management and employees will be dealt with in accordance with the following procedure with a view to issues being resolved promptly at the workplace level.

Nothing in this procedure precludes an Employee from seeking the support or representation of any person or organisation whom the Employee chooses to represent them at any of the following stages.

- Step 1* The Employee and their Manager will meet to identify and define the matter causing concern. The Employee and Manager will discuss the matter in a genuine attempt to resolve the issue. If the matter remains unresolved, then
- Step 2* The problem is to be described in writing by the Manager and referred to the next level up Manager for resolution. If required, additional parties may be identified and brought into discussions to assist in achieving a resolution. If the matter remains unresolved, then
- Step 3* ElectraNet and the Employee and their representatives (if any) will make a further attempt to resolve the issue. If the matter remains unresolved, then
- Step 4* ElectraNet or the Employee or their representatives (if any) may refer the matter to the Fair Work Commission for conciliation and/or arbitration, or where agreed, to an alternative independent mediator.

The decision reached by such an independent mediator or by the Fair Work Commission will be final and binding upon ElectraNet and the Employee and their representation (if any) subject only to rights of appeal pursuant to the Act as amended from time to time.

Employees will continue to work normally and the status quo will be preserved while these procedures are being followed except where the personal safety of Employees is at risk.

APPENDIX 1. DEFINITIONS

<i>Act</i>	means the <i>Fair Work Act 2009</i> (Cth);
<i>ElectraNet</i>	means ElectraNet Pty Ltd (trading as ElectraNet), and includes, where the context permits any duly authorised Employee acting on behalf of ElectraNet;
<i>ElectraNet Pty Ltd</i>	means the Employer (trading as ElectraNet);
<i>Employee</i>	means any person employed by ElectraNet whose classification is covered by this Agreement and means both the singular and plural where not specified otherwise in the clause;
<i>Employee Couple</i>	means if each of the Employees is the spouse or de facto partner of the other.
<i>Fair Work Commission</i>	means the national workplace relations tribunal established under the Act;
<i>Manager</i>	means any person who supervises the work of others;
<i>NES</i>	means the National Employment Standards as contained in sections 59 to 131 of the Act;
<i>Non-transferred Employees</i>	means Employees who are not Transferred Employees;
<i>ordinary rate</i>	means any pay rate specified and payable to an Employee for the ordinary hours of work without applying any overtime rate, shift allowance or other allowance (including Temporary Higher Class Duties) or payment pursuant to this Agreement;
<i>pay point</i>	means any salary rate specified in Appendix 2;
<i>penalty rate</i>	means an additional amount paid for working in excess of agreed ordinary or rostered hours;
<i>Reclassification</i>	means a change to the grade of a position as determined by ElectraNet;
<i>standard working hours</i>	means a daily span of hours normally worked by full time Employees within a work location;
<i>Standby</i>	means the requirement to be available because of the possibility that there might be emergency work to be undertaken outside normal working hours;
<i>TEC</i>	means Total Employment Cost;
<i>Transferred Employees</i>	means Employees covered by the definition in Appendix 4;
<i>Union</i>	means any Employee organisation party to this Agreement;
<i>week</i>	means seven (7) consecutive calendar days;
<i>weekday</i>	means any day from Monday to Friday inclusive which is not a public holiday;
<i>working day</i>	means: in the case of a day worker, any week day; or in the case of a Shift Worker, any day on which the Employee is rostered for duty on an ordinary shift which begins on that day;
<i>year of service</i>	means a period of 365 days (366 days in a leap year) between beginning employment and the anniversary in the next and subsequent years

APPENDIX 2. POSITION CLASSIFICATION/PAY STRUCTURE

TABLE 1: Classifications

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

Movement between classification levels will be by appointment or promotion to a vacant position, reclassification, or the acquisition of additional skills or competencies in accordance with the requirements for the position as specified in *Schedule B—Classification Descriptions* of the *Electrical Power Industry Award 2010* and as required by ElectraNet and its business needs.

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

TABLE 2: Grade/Classification Pay Structure - Grades 1 – 8 Rates Applicable 1 November 2018.

Grade/Classification Pay Structure - Grades 1-8 Rates Applicable 1

Salary Scale	Step	Annual Rate 1 November 2018 \$	Annual Rate 1 October 2019	Annual Rate 1 October 2020	Annual Rate 1 October 2021
Grade 1	1	\$51,035	\$52,311	\$53,619	\$54,960
	2	\$52,614	\$53,929	\$55,278	\$56,660
	3	\$54,241	\$55,597	\$56,987	\$58,412
	4	\$55,918	\$57,317	\$58,750	\$60,219
	5	\$57,606	\$59,046	\$60,523	\$62,037
	6	\$59,322	\$60,806	\$62,327	\$63,886
	7	\$61,110	\$62,638	\$64,204	\$65,810
	8	\$62,931	\$64,505	\$66,118	\$67,771
	9	\$64,820	\$66,441	\$68,103	\$69,806
	10	\$66,776	\$68,446	\$70,158	\$71,912
	11	\$68,767	\$70,487	\$72,250	\$74,057
Grade 2	1	\$65,401	\$67,037	\$68,713	\$70,431
	2	\$67,424	\$69,110	\$70,838	\$72,609
	3	\$69,510	\$71,248	\$73,030	\$74,856
	4	\$71,660	\$73,452	\$75,289	\$77,172
	5	\$73,819	\$75,665	\$77,557	\$79,496
	6	\$76,032	\$77,933	\$79,882	\$81,880
	7	\$78,313	\$80,271	\$82,278	\$84,335
	8	\$80,662	\$82,679	\$84,746	\$86,865
Grade 3	1	\$76,708	\$78,626	\$80,592	\$82,607
	2	\$79,081	\$81,058	\$83,085	\$85,163
	3	\$81,527	\$83,565	\$85,655	\$87,797
	4	\$84,048	\$86,150	\$88,304	\$90,512
	5	\$86,565	\$88,730	\$90,949	\$93,223
	6	\$89,171	\$91,401	\$93,687	\$96,030

Grade/Classification Pay Structure - Grades 1-8 Rates Applicable 1

Salary Scale	Step	Annual Rate 1 November 2018 \$	Annual Rate 1 October 2019	Annual Rate 1 October 2020	Annual Rate 1 October 2021
Grade 4	1	\$90,313	\$92,571	\$94,886	\$97,259
	2	\$93,107	\$95,435	\$97,821	\$100,267
	3	\$95,888	\$98,286	\$100,744	\$103,263
	4	\$98,773	\$101,243	\$103,775	\$106,370
Grade 5	1	\$99,728	\$102,222	\$104,778	\$107,398
	2	\$102,813	\$105,384	\$108,019	\$110,720
	3	\$105,388	\$108,024	\$110,725	\$113,494
	4	\$108,033	\$110,735	\$113,504	\$116,342
Grade 6	1	\$112,451	\$115,263	\$118,145	\$121,099
	2	\$115,266	\$118,148	\$121,102	\$124,130
	3	\$118,149	\$121,103	\$124,131	\$127,235
Grade 7	1	\$123,895	\$126,993	\$130,168	\$133,423
	2	\$126,987	\$130,162	\$133,417	\$136,753
	3	\$130,166	\$133,421	\$136,757	\$140,176
Grade 8	1	\$135,425	\$138,812	\$142,283	\$145,841
	2	\$138,810	\$142,281	\$145,839	\$149,485
	3	\$142,281	\$145,838	\$149,484	\$153,222
	4	\$145,769	\$149,414	\$153,150	\$156,979
	5	\$149,341	\$153,075	\$156,902	\$160,825

TABLE 3.1: Junior and Work Experience Employees Holding a Position Classified In Grade 1 of This Appendix

1 November 2018*						
Junior						
Age	% of Grade 1 - Step 1	Weekly Rate \$	Hourly Rate \$	% of Grade 1 - Step 1 including casual loading	Casual Weekly Minimum Rate \$	Casual Hourly Rate \$
At age 18 and under	73	\$714.16	\$19.04	91	\$892.70	\$23.81
At age 19	83	\$811.99	\$21.65	104	\$1,014.99	\$27.07
At age 20	93	\$909.82	\$24.26	116	\$1,137.27	\$30.33
Specific to Work Experience						
At age 21 onwards	100	\$978.30	\$26.09	125	\$1,222.88	\$32.61

* Future increases will occur at in line with movements in Grade 1 Step 1 of Appendix 2.

APPENDIX 3. ALLOWANCES

1. GENERAL

This Agreement requires payment of the following allowances where applicable:

Availability Allowances

- Duty Officer/Officer in Charge Availability

Other Allowances

- First Aid
- Overnight Expense
- Motor Vehicle Allowance

Allowances are paid in addition to ordinary pay and are subject to the following conditions:

- a) When an Employee works overtime, allowances will be paid at the hourly equivalent of the daily amount applicable for the actual hours worked.

The actual allowance payable and the criteria used to increase allowances are shown in Table 1 of this Appendix.

2. CALCULATION OF ALLOWANCES

Where allowances are expressed as a percentage of a grade, pay point or classification, the rate of pay applicable from time to time under this Agreement (refer clause 5.1.1) will be used to calculate the quantum of the allowance.

3. TRAVEL EXPENSES

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

4. MOTOR VEHICLE ALLOWANCE

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

5. OVERSEAS TRAVEL

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

6. AVAILABILITY ALLOWANCES

There is only one available allowance type in this Agreement:

- Duty Officer/Officer in Charge - Where an Employee is responsible for co-ordinating the after-hours availability service in a defined area as required.

Such an Employee will carry out the duties either from home or attend the call out.

6.1. Duty Officer / Officer In Charge - Payment For Time Spent On Telephone

A Duty Officer / Officer in Charge will be paid for the time spent working on the telephone whenever the period or periods aggregate to more than 15 minutes on any day. Such payment is at the appropriate penalty rate.

A call back minimum is not applicable to time spent on the telephone.

6.2. Payment on Annual Leave

Employees on availability duty are paid in addition to the payment of annual leave, one weeks allowance equal to Duty Officer / Officer in Charge - Allowance 1 (whichever is applicable) provided the Employee has been rostered for availability duty for a continuous period of 12 months qualifying service.

This allowance will be paid to an Employee:

- once only in respect of each 12 months of such qualifying service; and
- in the month of their anniversary date.

TABLE 1: Availability Allowances Rates and Future Increases to Rates

Duty Officer/Officer in Charge	
Allowance 1 - Minimum rest period observed (weekly)	
Increase Criteria	The quantum of this allowance is 29% of Grade 3 Step 4 of Appendix 2.
Increases*	1 November 2018
	\$467.23
Allowance 2 - Minimum rest period not observed (weekly)	
Increase Criteria	The quantum of this allowance is 36.5% of Grade 3 Step 4 of Appendix 2
Increases*	1 November 2018
	\$588.07

* Future increases will occur in line with movements in Grade 3 Step 4 of Appendix 2.

7. TEMPORARY HIGHER DUTIES ALLOWANCE (THD)

7.1. General

- a) THD apply where an Employee is required by ElectraNet to undertake:
 - the majority of the responsibilities of a higher classified position; or
 - work for which a higher rate of pay applies.
- b) Where an Employee acts in a higher position during the absence of another Employee taking flexitime, the relieving Employee is not entitled to THD unless approved by ElectraNet.

7.2. Payment of Temporary Higher Duties

- a) The Employee will be paid a temporary rate equal to in the case of Employees classified in Appendix 2, the minimum rate for the position as classified.
- b) Flexitime is paid at the higher rate where taken during a period of THD.
- c) Where an Employee has performed THD for three months continuously prior to a period of annual leave, personal/carer's leave or a period of attracting accident pay, such leave or accident pay will be based on the Employee's higher duties rate.

7.3. THD paid while working overtime

An Employee who is in receipt of THD and is required to work overtime is paid:

- a) at the higher rate where the overtime is continuous with ordinary time; or
- b) at the Employee's ordinary rate where the overtime is not continuous with ordinary time and the Employee is not required to perform THD.

8. OTHER ALLOWANCES

TABLE 2: Other Allowances and Future Increases to Rates

First Aid Allowance	
Detail	An Employee who has been trained to render first aid and who is the holder of current and appropriate first aid qualifications recognised by ElectraNet (such as a certificate from St John's Ambulance, Red Cross or similar body) will be paid First Aid Allowance if appointed by ElectraNet to perform first aid in the workplace. Amount shown is the value per week.
	1 November 2018
	\$20.66
Increase Criteria	Future increases are in line with increases in the ElectraNet Enterprise Agreement 2018.

Overnight Allowance*	
Detail	<p><u>Intrastate</u></p> <p>An Employee travelling intrastate can claim:</p> <ol style="list-style-type: none"> a) An allowance of \$115.00 per night for all of the following within a 24 hour period: breakfast, midday and evening meals, plus incidentals. Approved accommodation can be billed directly to ElectraNet through the invoicing system or paid by credit card. Intrastate Overnight Expense Allowance will be paid through the payroll system. Where payment is not available prior to travel via the payroll system, upon request, ElectraNet will provide payment. b) <u>Accommodation alternative</u> <p>Where an Employee elects to stay with family or friends, a payment of \$40 per night will be paid in lieu of ElectraNet providing accommodation. The payment will be paid through the payroll system.</p>

* Overnight allowances will remain fixed for the life of this agreement.

Motor Vehicle Allowance	
Detail	Payable where ElectraNet and an Employee agree that the Employee is to use their own motor vehicle on ElectraNet business.
Increase Criteria	<p>\$0.92 cents per kilometre</p> <p>Future increases in this allowance will be in line with the CPI increase for 'All Groups – Adelaide', as published by the ABS for the previous financial year and will be applicable from the first pay period after 30 September of each year.</p> <p>The first increase in this allowance will be based on the CPI results for the 2017/18 financial year.</p>

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

Transferred Employees

1. Definitions

- “Award or agreement”* means an award or agreement made under the *Fair Work Act 2009* of the Commonwealth as amended from time to time;
- “ECRD Act”* means *Electricity Corporations (Restructuring and Disposal) Act 1999*;
- “Electricity supply industry”* means the industry involved in the generation, transmission, distribution, supply and sale of electricity;
- “Public sector employment”* means employment in the Public Service of the State of South Australia or by an instrumentality of the Crown or a statutory corporation;
- “Private sector Employer”* means:
- an Employer to which an Employee is transferred under section 23(2) of the ECRD Act; or
 - an Employer who is related to an Employer to which an Employee is transferred under section 23(2) of the ECRD Act;
 - an Employer whose shares are transferred to a purchaser under a sale/lease agreement pursuant to section 13(3) of the ECRD Act;
 - an Employer who is related to an Employer whose shares are transferred to a purchaser under a sale/lease agreement pursuant to section 13(3) of the ECRD Act;
- “Rate of pay”* includes an amount paid to an Employee to maintain the Employee’s rate of pay in a position at the same level as the rate of pay of a position previously occupied by the Employee;
- Employers are “related” for the purposes of this clause if:*
- one takes over or otherwise acquires the business or part of the business of the other; or
 - they are related bodies corporate within the meaning of the Corporations Law; or
 - a series of relationships can be traced between them under paragraph (a) or (b) of this definition;
- “Relevant employment”* means:
- employment by the Electricity Trust of South Australia, an electricity corporation or a state owned company; or
 - employment by a private sector Employer;

- “Separation package”* means an offer of a payment of an amount not less than the lesser of the following:
- a) $(8 + 3\text{CYS})\text{WP}$;
 - b) 104WP , where:
- CYS is the number of the transferred Employee’s continuous years of service in relevant employment determined in the manner fixed by the Minister by order in writing under section 24(6) of the ECRD Act; and
- WP is the transferred Employees weekly rate of pay determined in the manner fixed by the Minister by order in writing under section 24(6) of the ECRD Act;
- “State owned company”* means:
- a) a company incorporated under the Corporations Law all the shares of which are held by Ministers of the Crown, nominated by the Minister by notice in the South Australian Gazette as a State-owned company for the purposes of the ECRD Act; or
 - b) a subsidiary of such a company;
- “Transferred Employee”* means an Employee –
- a) who was transferred by an Employee transfer order under section 23(2)(c) or (d) of the ECRD Act to the employment of the Employer under a sale/lease agreement; or
 - b) who was in the employment of a company that was an electricity corporation or a state owned company (as those terms are defined in the ECRD Act) when shares in the company were transferred under a sale/lease agreement made under section 13(3) of the ECRD Act; and
 - c) who has remained continuously in the employment of the Employer since the making of the relevant sale/lease agreement; and
 - d) whose employment is subject to an award or agreement.

2. Transferred Employees whose employment is transferred by order of the Minister under section 23(2) of the ECRD Act are entitled to the following terms and conditions of employment upon the transfer of their employment by such an order of the Minister.

2.1 The transfer of a transferred Employee does not:

- a) Affect a transferred Employees remuneration;
- b) Interrupt a transferred Employees continuity of service;
- c) Constitute the redundancy or retrenchment of the transferred Employee;

2.2 The transfer of a transferred Employee must not (except with the transferred Employees consent):

- a) Involve any reduction in the transferred Employee’s status; or
- b) Involve any change in the Employee’s duties that would be unreasonable having regard to the transferred Employee’s skills, ability and experience.

2.3 A transferred Employee’s status is not reduced by:

- a) A reduction in the scope of the business operations for which the transferred Employee is responsible; or

- b) A reduction in the number of Employees under the transferred Employee's supervision or management, if the transferred Employee's functions in their general nature remain the same as, or similar to, the transferred Employee's functions before the transfer.
- 2.4 The transferred Employee's terms and conditions of employment are subject to variation after the transfer in the same way as before the transfer.
- 2.5 A transferred Employee's employment will be taken to be continuous after the transfer in respect of the transferred Employee's entitlement to annual leave, sick leave and long service leave.
- 3. The employment of a transferred Employee may not be terminated as a consequence of the Employee's position being identified, within the Employee's first two years after becoming a transferred Employee, as surplus to the Employer's requirements unless:
 - a) The Employer offers and the transferred Employee accepts a separation package; or
 - b) The Employer and the transferred Employee otherwise agree to a termination of the transferred Employee's position.
- 4. The employment of a transferred Employee may not be terminated as a consequence of the Employee's position being identified, after the expiry of a period of two (2) years after the Employee becomes a transferred Employee, as surplus to the Employer's requirements unless the Employer offers the transferred Employee a separation package and the Government offers the transferred Employee public sector employment in accordance with section 24(2) and 24 (10) of the ECRD Act and;
 - a) The transferred Employee accepts either of those offers; or
 - b) The transferred Employee fails to accept either offer within the periods referred to in clauses 6 and 7.
- 5. If a transferred Employee's position is identified as surplus to the Employer's requirements the Employer is not required to offer the Employee a separation package if the transferred Employee is relocated to another position with the Employer or a related Employer in the electricity supply industry with:
 - a) Functions that are in their general nature the same as, or similar to, the functions of the surplus position; and
 - b) A principal workplace or principal work depot not more than 45 kilometres distant by the shortest practicable route by road from the principal workplace or principal work depot of the surplus position; and
 - c) A rate of pay that is at least equivalent to the rate of pay of the surplus position.
- 6. A transferred Employee who is made an offer of a separation package must be allowed at least one month to accept the offer.
- 7. A transferred Employee who is made an offer of a separation package and an offer of public sector employment must be allowed at least one month from the date of the offer of public sector employment to accept either of the offers.
- 8. If a transferred Employee has been offered both a separation package and public sector employment and has failed to accept either offer within the period allowed, the transferred Employee is taken to have accepted the offer of a separation package.
- 9. A transferred Employee who accepts (or is taken to have accepted) an offer of a separation package under clause 3 or 4 or 8 or an offer of public sector employment under clause 4 agrees to waive any right to *compensation or any payment arising from the cessation or change of employment, other than the right to superannuation payments or other payments to which the transferred Employee would be entitled on resignation assuming that the transferred Employee were not surplus to the Employer's requirements.
- 10. For the purposes of clause 3 the employment of a transferred Employee is taken not to have been terminated by reason only of the fact that the transferred Employee is relocated to another position

in the employment of the same Employer or a related Employer in the electricity supply industry if the rate of pay of that position is at least equivalent to the rate of pay of the Employee's previous position.

11. The parties to this agreement agree that the intention of this clause is to reflect the provisions of sections 23 and 24 of the ECRD Act and no inconsistency between this clause and sections 23 and 24 of the ECRD Act is intended.

APPENDIX 5. ANNUALISED PAY AGREEMENT – TRANSMISSION SYSTEM OPERATORS

1. Purpose

- 1.1 The purpose of this Agreement is to establish annualised pay for the ElectraNet Transmission System Operators in accordance with clause 5.1.5 'Annualised Pay' of the ElectraNet Enterprise Agreement 2018.

2. Terms of Agreement

- 2.1 This Agreement came into effect from 1 February 2006 and shall continue until it is terminated or varied in accordance with clause 2.3 below.
- 2.2 This Agreement shall be read and interpreted in conjunction with the ElectraNet Enterprise Agreement 2018. In the event that there is any inconsistency this Agreement will take precedence to the extent of the inconsistency.
- 2.3 A review of the Agreement may be requested by ElectraNet or the majority of the ElectraNet Transmission System Operators at the expiry of the ElectraNet Enterprise Agreement 2018.
- Termination or variation of the Agreement can only occur by agreement between the majority of Transmission System Operators and ElectraNet. Any variations to the Agreement will apply to all Transmission System Operators.
- 2.4 Each Transmission System Operator will be paid their Ordinary Rate of Pay plus the Annualisation Percentage of 29.0% i.e. their Annual Pay will be 129.0% of their Annual Ordinary Rate of Pay with Monthly Pay being one twelfth of this amount. The Annualisation Percentage will replace all 'Standard Shift Allowances', 'Public Holiday Penalties', 'Relief Period Penalties' and 'Pay Make Up Payments' that the Employee would otherwise be entitled to under the following clauses of the ElectraNet Enterprise Agreement 2018.
- Clause 8.3.1. 'Standard Shift Allowances'
 - Clause 8.12 'Shift Relief'
- 2.5 The Annualisation Percentage has been established based on the average penalties earned by the nine Transmission System Operators above their Ordinary Rate of Pay over the full period of the current ninety week roster in accordance with the above clauses of the ElectraNet Enterprise Agreement 2018. The elements of the Annualisation Percentage are summarised in Attachment 1.
- 2.6 The Annualisation Percentage will remain at 29.0% provided that the Shift Roster and Transmission System Operator staffing level in place at the date of this Agreement continue.
- Should the Shift Roster or staffing level be changed then ElectraNet and the Transmission System Operators may agree a new Annualisation Percentage based on the new arrangements. The new percentage will be calculated based on the average payments per Employee that the Transmission System Operators would be entitled to under the new arrangements in accordance with the above clauses.
- 2.7 Under this Agreement Transmission System Operators will continue to be entitled to payment for Overtime in accordance with clause 8.6 of the ElectraNet Enterprise Agreement 2018 and payment of penalties for replacing another Employee on the shift roster with less than 24 hours' notice (referred to as 'Short Change of Shift') in accordance with clauses 8.7.1 (b) 'Replacement of an Employee on Shift Roster' of the ElectraNet Enterprise Agreement 2018. Such payments will be made monthly but do not form part of the annualisation calculation.
- 2.8 No industrial action will be taken regarding this Agreement and ElectraNet and the Transmission System Operators will work co-operatively to resolve any issues which arise.

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

Annualisation Percentage Attachment 1

The Annualisation Percentage comprises the following elements which are based on the average penalties earned by Transmission System Operators above their base salary according to the Shift Roster in place at the date of this Agreement and a staffing level of nine operators in accordance with the following Clauses of the ElectraNet Enterprise Agreement 2018.

- Clause 8.3.1. 'Standard Shift Allowances'
- Clause 8.12 'Shift Relief'

'Average Shift Penalty' 21.56%

'Public Holidays Penalty' 4.36%

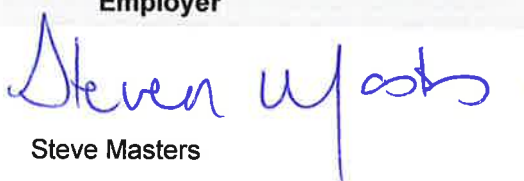
'Relief Period (Planned Absences)' 2.77% - including Pay Make Up during Relief

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


TOTAL 29.00%

SIGNATORY PAGE

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

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

Representative of Employees

Signature: 

Name: Sarah Andrews

Address: 1/69-79 Gilbert St Adelaide SA 5000

Authority to sign the agreement – Director, SA Branch

Signatory holds the office of: **Association of Professional Engineers, Scientists and Managers Australia**

Representative of Employees

Signature: *Abbie Spencer*

Name: *Abbie Spencer*

Address: *Level 1, 185 Fullarton Road, Dulwich SA 5065*

Authority to sign the agreement –

Branch Secretary

Signatory holds the office of:

Australian Services Union (ASU) SA+NT

Representative of Employees

Signature: 

Name: JOHN ADLEY

Address: 312 SOUTH RD RICHMOND SA 5033

Authority to sign the agreement - CEPU SA BRANCH SECRETARY

Signatory holds the office of: CEPU

(SA Branch of the Electrical and Plumbing Union)



IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/6266

Applicant:
ElectraNet Pty Ltd

Undertaking- section 190

I, Kylie Johnson, Executive Manager, Corporate Services, of ElectraNet Pty Ltd give the following undertakings with respect to the ElectraNet Enterprise Agreement 2018 (**Agreement**):

1. I have the authority given to me by ElectraNet Pty Ltd to provide this undertaking in relation to this application before the Fair Work Commission.
2. Clause 10.2 is to be substituted with the Model term for dealing with disputes for enterprise agreements in Schedule 6.1 of the *Fair Work Regulations 2009* (Cth).
3. Junior and Work Experience Employees will be classified according to the grades set out in Appendix 2 Table 1 of the Agreement, and will be paid a percentage of the rates applicable to their relevant grade in accordance with the percentages specified in Appendix 2 Table 3.1 of the Agreement.
4. Clause 9.1.1(c) of the Agreement is amended to read as follows:

Where an Employee leaves during the notice period without agreement by ElectraNet, ElectraNet will be entitled to recover from the Employee an amount not exceeding that which the Employee would have been paid had they worked the period of notice required by the National Employment Standards, less any period of notice actually worked by the Employee.

5. Clause 3.4 of the Agreement is amended to read as follows:

New Employees may be employed subject to a probationary period of up to six (6) months. During this period, ElectraNet or the Employee can withdraw from the contract of employment by giving one (1) months' notice or by the payment or forfeiture of one (1) month's pay.

Where an Employee leaves during the notice period without agreement by ElectraNet, ElectraNet will be entitled to recover from the Employee an amount not exceeding that which the Employee would have been paid had they worked the period of notice required by the National Employment Standards, less any period of notice actually worked by the Employee.

Employer name: ElectraNet Pty Ltd

Authority to sign: Kylie Johnson, Executive Manager, Corporate Services

Signature: 

Date: 26/02/2019

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

