

# Enterprise Agreement

## 2016 to 2019

*“TasNetworks’ first enterprise agreement”*

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**Agreement made at [insert] on [insert]**

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**1. Term**

- (a) This Agreement commences seven (7) days after FWC approval.
- (b) The nominal expiry date of this Agreement is 31 December 2019.

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**2. Parties covered by this Agreement**

Parties to this Agreement are:

- (a) TasNetworks; and
- (b) Employees classified within the classification levels contained in the Classification and Remuneration Table.

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**3. National Employment Standards**

This Agreement is subject to, and in satisfaction of, the minimum terms and conditions in the NES. Where there is a conflict between the NES, and this Agreement, this Agreement will only prevail to the extent that it provides a greater benefit to an Employee.

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**4. Workplace delegates**

- (a) TasNetworks recognises the role workplace delegates play as representatives of groups of Employees within TasNetworks. As such, TasNetworks will provide workplace delegates with reasonable time to perform their role without discrimination in their employment. The parties agree to determine a method of establishing a reasonable number of workplace delegates which will ensure that TasNetworks' operations are not unduly impacted and Employees who are members of a union/association receive reasonable representation.
- (b) Employees who are delegates of a union covered by this Agreement, or an Employee delegate who has been nominated by an Employee to represent other Employees, shall have the right to:
  - (i) be treated fairly and to perform their role as union delegate or Employee representative without any discrimination in their employment;
  - (ii) bargain collectively on behalf of those they represent;
  - (iii) reasonable paid time during normal working hours to consult with members or the Employees who have nominated the Employee representative;
  - (iv) reasonable paid time off (up to five days a year) to attend training programs or seminars conducted by a third party, other than a union, for the purpose of assisting them to undertake their role. This would include but is not limited to, dispute resolution, negotiation skills,



advocacy and representation. The parties will agree on the appropriate course and its timing in consideration of the operational needs of the business;

- (v) reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a delegate or Employee representative and consulting with workplace colleagues and the union;
- (vi) place union or workplace information on designated notice boards in a prominent location in the workplace as appropriate;
- (vii) formal recognition by TasNetworks that endorsed union delegates speak on behalf of union members in the workplace under the provisions of the agreed union notification period and procedure under the *Fair Work Act 2009* (Cth);
- (viii) formal recognition by TasNetworks that an Employee representative or other nominated person has the right to speak on behalf of the Employees whom they represent during the negotiation period of the enterprise agreement under the provisions of the agreed union notification period and procedure;
- (ix) consultation, and access to reasonable non-sensitive or commercial in-confidence information about the workplace and the business; and
- (x) take reasonable unpaid leave if approved by TasNetworks to work with the union or Employee representative group.

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## **5. New Employees**

### **5.1 How long are New Employees subject to probation?**

- (a) If the Employee is a New Employee, the Employee's employment is subject to a probationary period which commences on the Employee's first working day.
- (b) The probationary period will be three (3) months, or up to a maximum of six (6) months where it is reasonable given the nature and circumstances of the employment.
- (c) TasNetworks may terminate the probationary period at any time before it is completed; and:
  - (i) confirm the Employee's permanent employment if it is satisfied that the Employee is sufficiently skilled, and that the Employee is suitable for ongoing employment; or
  - (ii) terminate the Employee's employment with one (1) weeks' notice (or by making a payment in lieu of notice) if it does not believe that the Employee will be suitable for ongoing employment, by the end of the probationary period.
- (d) An Employee may terminate his or her employment during the probationary period with one (1) weeks' notice (or by making a payment in lieu of notice).

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## **6. Types of Employee**

### **6.1 What are the different types of employment?**

- (a) An Employee may be engaged by TasNetworks as a:
  - (i) full-time Employee;
  - (ii) part-time Employee; or
  - (iii) Casual Employee.
- (b) A full-time Employee or a part-time Employee may be engaged either as:
  - (i) an Ongoing Employee; or
  - (ii) a Fixed Term Employee or Fixed Task Employee.

### **6.2 What conditions apply to a full-time Employee?**

A full-time Employee's ordinary hours of work are an average of thirty-seven and a half (37.5) hours each week.

### **6.3 What conditions apply to a part time Employee?**

- (a) A part-time Employee's ordinary hours of work are less than thirty-seven and a half (37.5) hours each week as agreed in writing between an Employee and his or her Leader.
- (b) A part-time Employee must be available for a minimum number of hours as agreed in writing with his or her Leader, plus reasonable additional hours.
- (c) A part-time Employee's ordinary hours of work may be varied by agreement in writing between an Employee and his or her Leader.
- (d) A part-time Employee is paid an hourly rate for each hour he or she works, that hourly rate being calculated from the appropriate salary contained within the Classification and Remuneration Table.
- (e) Any entitlement contained in this Agreement applies pro-rata to a part-time Employee calculated by reference to the percentage of thirty-seven and a half (37.5) hours worked each week by that Employee.

### **6.4 What conditions apply to a Fixed Term Employee or Fixed Task Employee?**

- (a) A Fixed Term Employee or Fixed Task Employee may be engaged on a full-time or part-time basis for a specific period of time or for a specific task(s).
- (b) If a Fixed Term Employee or Fixed Task Employee becomes an Ongoing Employee immediately after a period of fixed term or fixed task employment, the period worked as a Fixed Term Employee or Fixed Task Employee forms part of that Employee's period of Continuous Service for all purposes of this Agreement.

## **6.5 What conditions apply to a Casual Employee?**

- (a) A Casual Employee is employed by the hour, on an as is and when is required basis.
- (b) A Casual Employee is paid an hourly rate for each hour he or she works, that hourly rate being calculated from the appropriate salary contained within the Classification and Remuneration Table.
- (c) In addition to clause 6.5(b), a Casual Employee is paid a casual loading of 25% for each hour worked.
- (d) A Casual Employee is entitled to Penalty Rates applicable to rostered shifts worked by the Employee based on Ordinary Pay.
- (e) A Casual Employee must be engaged for a minimum of three (3) hours per engagement.
- (f) A Casual Employee is not entitled to any leave entitlements contained in this Agreement other than as provided by the NES.

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## **7. Hours of work**

### **7.1 What is a nine day fortnight Employee's entitlement to have rostered days off?**

- (a) TasNetworks may agree for a system of rostered days off that may include the implementation of a nine (9) day fortnight, where such a system meets TasNetworks' business requirements. Where a rostered day off system is implemented it must be formally recorded and managed.
- (b) Where there is a nine (9) day fortnight, an Employee's Ordinary Hours of Work each day will be increased so that each day the additional time worked by an Employee is sufficient to compensate for one (1) full rostered day off each fortnight.
- (c) An Employee working a nine (9) day fortnight will not accrue rostered days off in addition to the one (1) full rostered day off each fortnight.
- (d) An Employee working a nine (9) day fortnight is entitled to receive a period of time off in lieu if he or she is required to work on a rostered day off as follows:
  - (i) where the Employee is required to work for a period up to and including four (4) hours on the Employee's rostered day off, the Employee is entitled to half a day off; or
  - (ii) where the Employee is required to work for a period that exceeds four (4) hours on the Employee's rostered day off, the Employee is entitled to a full day off.

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

## **7.2 What happens if an Employee is On-call on a rostered day off?**

- (a) If an Employee On-Call is required to work on his or her rostered day off between 7.30am and 4.20pm, the Employee is entitled to:
  - (i) apply to his or her Leader to accrue leave credits in respect of Overtime worked; or
  - (ii) be paid Overtime for the period of time worked on the rostered day off.
- (b) If an application to accrue leave credits is approved the Employee will be paid the appropriate Overtime rate for work on that day, less the single time credited for leave and pay will be calculated to the nearest half day.

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## **8. Day Workers and Shiftworkers**

### **8.1 What types of work are there at TasNetworks?**

An Employee may perform work as a:

- (a) Day Worker; or
- (b) Continuous Shiftworker; or
- (c) Non-Continuous Shiftworker.

### **8.2 What are the Ordinary Hours of Work for Day Workers?**

- (a) A Day Worker is an Employee whose Ordinary Hours of Work are determined by TasNetworks, such hours to be between 7.00am and 6.00pm, Monday to Friday inclusive.
- (b) Ordinary Hours of Work must be worked continuously, except for meal breaks.
- (c) A Day Worker must not be compelled to work for more than five (5) continuous hours during the Employee's Ordinary Hours of Work without an unpaid meal break of at least thirty (30) minutes.
- (d) A morning tea break of ten (10) minutes can be taken at times and in a manner which best suits the job. There is no afternoon tea break, however refreshments can be taken at the workplace.

### **8.3 What agreement can be reached regarding Ordinary Hours of Work?**

- (a) A Day Worker's Ordinary Hours of Work include work performed up to two (2) hours prior to 7.00am and up to two (2) hours after 6.00pm where there is agreement:
  - (i) between the majority of Day Workers in a Work Group and their Leader; or
  - (ii) between a Day Worker and his or her Leader.
- (b) A Day Worker's Ordinary Hours of Work include work on a Saturday and/or Sunday where there is agreement:
  - (i) between the majority of Day Workers in a Work Group and their Leader; or
  - (ii) between a Day Worker and his or her Leader.
- (c) Where agreement is reached in accordance with clause 8.3(b), a Day Worker is to be paid:
  - (i) at the rate of time and one-half of his or her Ordinary Pay for work performed on a Saturday; and
  - (ii) at the rate of double time of his or her Ordinary Pay for work performed on a Sunday.
- (d) A Day Worker's Ordinary Hours of Work may be averaged over a specified period not exceeding three (3) months where there is agreement between a Day Worker and his or her Leader subject to:
  - (i) proper health monitoring procedures being introduced;
  - (ii) suitable roster arrangements being made;
  - (iii) proper supervision being provided;
  - (iv) adequate breaks being provided; and
  - (v) an adequate trial or review process being implemented through a consultative process.

### **8.4 What are the roster requirements for Shiftworkers?**

- (a) A Shiftworker is required to work in accordance with a roster which rotates Employees in the working of shifts, provided that:
  - (i) he or she is not required to work more than eight (8) shifts in any nine (9) consecutive days, unless an Emergency Situation requires otherwise; and
  - (ii) the roster specifies the starting and finishing times of when the Shiftworker must perform his or her Ordinary Hours of Work.

- (b) The method of rotating shifts and/or times of starting and finishing shifts in a roster may be changed where there is agreement between the majority of Shiftworkers who work according to that roster and their Leader.
- (c) Following consultation, if agreement is not reached in accordance with clause 8.4(b), the Shiftworkers' Leader may amend the roster provided that the Leader gives the Shiftworkers who work in accordance with the amended roster at least seven (7) days' notice of the amendment.

#### **8.5 What are the Ordinary Hours of Work for Continuous Shiftworkers?**

- (a) TasNetworks and a Continuous Shiftworker will determine Ordinary Hours of Work based on the needs of TasNetworks' business.
- (b) A Continuous Shiftworker's Ordinary Hours of Work may be averaged over a Roster Cycle not exceeding a period of twelve (12) months.
- (c) A Continuous Shiftworker will work at times that TasNetworks may require, subject to the following:
  - (i) a shift must not exceed twelve (12) hours unless an Emergency Situation requires otherwise;
  - (ii) except at the regular changeover of shifts, or where an Emergency Situation requires, a Continuous Shiftworker must not be required to work more than one (1) shift in any twenty-four (24) hour period;
  - (iii) a meal break of twenty (20) minutes will be allowed during each shift, this will be counted as time worked.
- (d) Employees in a Work Group can, by formally agreeing with their Leader, work to a roster which is different from the above.

#### **8.6 What is the shift allowance for Continuous Shiftworkers?**

- (a) A Continuous Shiftworker is entitled to receive, in addition to his or her Ordinary Pay, a shift allowance for work performed during Ordinary Hours as set out in Schedule 2.
- (b) If an Employee regularly works Continuous Shiftwork, the shift allowance forms part of the Employee's Ordinary Pay for the purposes of calculating entitlements under this Agreement, except for the calculation of Overtime.
- (c) If an Employee does not regularly work Continuous Shiftwork, the shift allowance does not form part of the Employee's Ordinary Pay for the purposes of calculating the Employee's entitlements under this Agreement, but will be paid as a temporary addition to the Employee's Ordinary Pay.

### **8.7 What are the Ordinary Hours of Work for Non-Continuous Shiftworkers?**

- (a) TasNetworks and a Non-Continuous Shiftworker will determine the Ordinary Hours of Work for a Non-Continuous Shiftworker based on the needs of TasNetworks' business.
- (b) The following conditions apply to Non-Continuous Shiftworkers:
  - (i) Ordinary Hours of Work will be worked continuously by a Non-Continuous Shiftworker, except for meal breaks. The time of taking meal breaks is at the discretion of the Non-Continuous Shiftworker's Leader provided that:
  - (ii) a Non-Continuous Shiftworker will not be required to work for more than five (5) continuous hours during Ordinary Hours of Work without an unpaid meal break of thirty (30) minutes; and
  - (iii) except at the regular changeover of shifts, or where an Emergency Situation requires, a Non-Continuous Shiftworker will not be required to work more than one (1) shift in each twenty-four (24) hour period.
- (c) By agreement between the majority of Non-Continuous Shiftworkers in a Work Group and their Leader, a Roster Cycle may operate for a period not exceeding twelve (12) months.
- (d) By agreement between the majority of Non-Continuous Shiftworkers in a Work Group and their Leader, an Employee's Ordinary Hours of Work may be increased up to a period of twelve (12) hours per shift, subject to:
  - (i) proper health monitoring procedures being introduced;
  - (ii) suitable roster arrangements being made;
  - (iii) proper supervision being provided;
  - (iv) adequate breaks being provided; and
  - (v) an adequate trial or review process being implemented through a consultative process.

### **8.8 What is the shift allowance for Non-Continuous Shiftworkers?**

- (a) Subject to clause 8.8(b) and 8.8(c), a Non-Continuous Shiftworker regularly rostered on an Afternoon Shift or Night Shift is entitled to be paid a shift allowance equivalent to fifteen percent (15%) of his or her Ordinary Pay for each shift.
- (b) Subject to clause 8.8(c), a Non-Continuous Shiftworker is entitled to be paid a shift allowance equivalent to thirty percent (30%) of his or her Ordinary Pay for the period in which he or she:
  - (i) works Night Shifts only in any Shift Cycle; or

- (ii) works on Night Shift for longer than four (4) consecutive weeks; or
  - (iii) works Night Shifts during a Shift Cycle but does not (by rotating or alternating with another shift or with day work) provide at least one-third (1/3) of his or her working time off the Night Shift.
- (c) A Non-Continuous Shiftworker who works less than five (5) consecutive Afternoon Shifts or Night Shifts is entitled to be paid (in respect to each shift worked) an allowance equivalent to:
  - (i) fifty percent (50%) of the Non-Continuous Shiftworker's Ordinary Pay in respect to the first three (3) hours worked, and
  - (ii) one hundred percent (100%) of the Non-Continuous Shiftworker's Ordinary Pay in respect to hours worked in excess of three (3) hours on each shift.

**8.9 What is the rate of pay for Shiftworkers for Saturday, Sunday and Public Holiday work?**

- (a) A Continuous Shiftworker is entitled to be paid, for work done during Ordinary Hours according to his or her roster:
  - (i) at the rate of time and one-half of his or her Ordinary Pay for work performed on a Saturday;
  - (ii) at the rate of double time of his or her Ordinary Pay for work performed on a Sunday; and
  - (iii) at the rate of double time and one-half of his or her Ordinary Pay for work performed on a public holiday.
- (b) A Continuous Shiftworker who is not rostered to work on a Public Holiday is entitled to be paid his or her Ordinary Pay for that day.
- (c) A Non-Continuous Shiftworker is entitled to be paid, for work done during Ordinary Hours according to his or her roster:
  - (i) at the rate of time and one half of his or her Ordinary Pay for work performed on a Saturday;
  - (ii) at the rate of double time of his or her Ordinary Pay for work performed on a Sunday; and
  - (iii) at the rate of double time and one-half of his or her Ordinary Pay for work performed on a Public Holiday.
- (d) If a shift worker works a shift that starts before midnight the day before a Sunday or Public Holiday and the shift extends into a Sunday or Public Holiday, the time worked on that shift is counted as time worked on a Sunday or Public Holiday.



- (e) If a shift worker works a shift that starts between 11.00pm and midnight on a Sunday or Public Holiday, the time worked before midnight on that shift will not entitle the shift worker to the Sunday or Public Holiday rate.
- (f) If a shift falls partly on a Sunday or a Public Holiday, the shift with the most time falling on a Sunday or a Public Holiday, will be the Sunday or Public Holiday shift.

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## **9. Overtime**

### **9.1 Reasonable overtime**

- (a) In:
  - (i) allocating Overtime, TasNetworks must not knowingly put an Employee in a position where he or she has to work hours which are not reasonable; and
  - (ii) agreeing to Overtime, the Employee must not agree to work hours which are unreasonable.
- (b) In allocating work, consideration will be given to what can reasonably be performed by Employees in the hours for which they are employed.
- (c) The number of hours worked by Employees will be monitored and an Employee's Leader must take immediate steps to provide relief from Overtime when an Employee notifies his or her Leader that the Overtime hours are not reasonable.
- (d) TasNetworks may require an Employee to work a reasonable amount of Overtime.
- (e) A full-time, part-time and Casual Employee is only entitled to Overtime if the Employee is authorised by his or her Leader to work in excess of his or her Ordinary Hours of Work.

### **9.2 How is the Overtime rate calculated?**

- (a) The Overtime rate is calculated:
  - (i) on an hourly rate based on the Employee's Ordinary Pay;
  - (ii) so as not to exceed double time and one-half;
  - (iii) to the nearest quarter-hour; and
  - (iv) so that each day's work stands alone.
- (b) The Overtime rate for an Employee:
  - (i) whose annual salary exceeds that provided for in Table Two in Schedule 2 (see "Annual Salary Cap"); and
  - (ii) who is performing work normally undertaken by Employees in Band 1 or Band 2 of the Classification and Remuneration Table,

is calculated on the hourly rate specified in that table (see “Overtime Rate Calculated on the hourly rates”).

### **9.3 What are the Overtime rates for Day Workers?**

The Overtime rates for a Day Worker are:

- (a) for work performed between Monday to Friday, time and one-half for the first two (2) hours worked, and double time for any hours worked following the initial two (2) hour period;
- (b) for work performed on a Saturday and Sunday, double time; and
- (c) for work required to be performed and actually performed on a Public Holiday;
  - (i) the Employee’s Ordinary Pay, and in addition, time and one-half for all time worked during Ordinary Hours of Work on that day; and
  - (ii) double time and one-half for all time worked outside Ordinary Hours of Work on that day.

### **9.4 What are the Overtime rates for Continuous Shiftworkers?**

The Overtime rates for a Continuous Shiftworker are:

- (a) for work performed on any day other than a Public Holiday, double time; and
- (b) for work performed on a Public Holiday, double time and one-half.

### **9.5 What are the Overtime rates for Non-Continuous Shiftworkers?**

- (a) The Overtime rates for a Non-Continuous Shiftworker are:
  - (i) for work performed between Monday to Friday, time and one-half for the first two (2) hours worked, and double time in respect to any hours worked following the initial two (2) hour period;
  - (ii) for work performed on a Saturday, double time; and
  - (iii) for work performed on a Sunday, double time.
- (b) Overtime rates for work performed in accordance with clauses 9.5(a)(i) and 9.5(a)(ii) do not apply when the time is worked:
  - (i) by arrangement between the Employees themselves; or
  - (ii) for the normal rotation of shifts; or
  - (iii) on a shift to which an Employee is transferred on short notice because of changed work requirements beyond the control of TasNetworks.
- (c) The Overtime rates for a Non-Continuous Shiftworker for work performed on a Public Holiday are:

- (i) the Employee's Ordinary Pay, and in addition time and one-half for all time worked during Ordinary Hours of Work on that day; and
  - (ii) double time and one-half for all time worked outside Ordinary Hours of Work on that day.
- (d) If a relieving Employee has given TasNetworks at least eight (8) hours' notice of his or her absence from work, and the Employee who should be relieved is not relieved and is required to continue to work, the unrelieved Employee will be paid double time.

**9.6 Can an Employee apply for time off instead of payment for Overtime?**

- (a) This clause 9.6 only applies to an Employee who is not an Eligible Employee for the purposes of clause 10.2.
- (b) With agreement between the majority of Employees in a Work Group and their Leader, a system of time off instead of payment for Overtime can provide that:
  - (i) an Employee may elect, with the consent of his or her Leader, to take time off instead of payment for Overtime at a time or times agreed with the Leader;
  - (ii) Overtime taken as time off during Ordinary Hours of Work will be taken at Ordinary Pay that is an hour for each hour worked; and
  - (iii) at the request of an Employee, TasNetworks will pay the Employee for Overtime worked in lieu of time off where time off instead of Overtime has not been taken within four (4) weeks of its accrual.

**9.7 Can an Employee apply for leave credits instead of Overtime?**

- (a) An Employee (other than a Continuous Shiftworker), upon working Overtime, may apply to his or her Leader to accrue leave credits in respect to Overtime worked on:
  - (i) a Saturday, Sunday or Public Holiday; or
  - (ii) if the work is performed by an Employee On-Call,
 within the pay period in which the work was performed by the Employee.
- (b) When an application is approved, an Employee will be paid the appropriate Overtime rate for work on such days, less the single time credited for leave. Pay will be calculated to the nearest half day.
- (c) An application in accordance with clause 9.7(a) can only be made by an Employee if the total of the Employee's accrued annual leave and leave credits does not exceed forty (40) days.
- (d) If an Employee's Leader does not approve an application to accrue leave credits, TasNetworks will pay the Employee for the Overtime worked.

## **9.8 What is the minimum rest period after Overtime?**

- (a) When an Employee is required to work Overtime, this must, wherever reasonably practicable, be arranged so that the Employee has at least ten (10) consecutive hours off duty between work on successive days.
- (b) Subject to clauses 9.8(c) and (e), the ten (10) hour period referred to in clause 9.8(a) will commence when the Employee arrives home (assuming the employee goes directly from work to home) and finish when the Employee arrives back at the Employee's normal place of work.
- (c) For an Employee who is On-Call, the ten (10) hour period referred to in clause 9.8(a) will commence when the Employee arrives home (assuming the employee goes directly from work to home) and finish when the Employee arrives back at the Employee's normal place of work. An Employee should not start work or start the next call until the ten (10) hour break is over unless directed by his or her Leader in accordance with clause 9.8(g).
- (d) For an Employee who is On Call on a rostered day off including Saturdays, Sundays and Public Holidays, the ten (10) hour rest period is calculated from when the Employee arrives home (assuming the Employee goes directly from work to home) and finishes after a ten (10) hour rest period, unless an Employee is directed by his or her Leader in accordance with clause 9.8(g),
- (e) For the avoidance of doubt, the ten (10) hour period referred to in clause 9.8(a) will not include any time which is more than the time normally spent in travelling to the Employee's normal place of work and returning home.
- (f) An Employee who works Overtime between finishing work on one day and starting his or her Ordinary Hours of Work the next day without having at least ten (10) consecutive hours off duty between those times will, after finishing the Overtime, be released for ten (10) consecutive hours without loss of pay for Ordinary Hours of Work.
- (g) If an Employee is instructed by his or her Leader to resume or continue work without having had ten (10) consecutive hours off duty, the Employee is entitled to be paid at double time until released from duty. The Employee is then entitled to be absent for ten (10) consecutive hours without loss of pay for Ordinary Hours of Work during such absence.
- (h) This clause applies to a Shiftworker who rotates from one shift to another, except that where a reference is made to ten (10) hours, this will be substituted with eight (8) hours, when Overtime is worked because he or she:
  - (i) changes Shift Cycle; or
  - (ii) works a shift for an Employee who does not report for duty; or

- (iii) works a shift by arrangement between that Employee and another Employee.
- (i) This clause applies in the case of an Employee who is required to attend to after-hours faults where:
  - (i) a callout occurs between midnight and 5am; or
  - (ii) a callout occurs before midnight and work is not finalised until after midnight; or
  - (iii) a callout starts before midnight and is longer than two (2) hours in duration.
- (j) Where a callout occurs after 5.00am, or is initiated and completed before midnight and is less than two (2) hours in duration, a rest period will not be required.

#### **9.9 What happens if an Employee is called back to work Overtime?**

- (a) This clause 9.9 does not apply to Employees:
  - (i) where it is customary for an Employee to return to TasNetworks' premises or his or her workplace to do a specific job outside that Employee's Ordinary Hours of Work; or
  - (ii) the Overtime is continuous (subject to a reasonable meal break) with finishing or starting Ordinary Hours of Work.
- (b) An Employee who is called back to work Overtime (whether notified before or after he or she leaves), will be paid for:
  - (i) a minimum of four (4) hours' work at the appropriate Overtime rate; or
  - (ii) a minimum of two (2) hours' work at the appropriate Overtime rate for the days an Employee is rostered to be On-Call.
- (c) Such Overtime worked in accordance with clause 9.9(b) forms part, and does not interrupt, the relevant rest periods set out in clause 9.8 when the actual time worked is less than:
  - (i) four (4) hours for an Employee who is called back; or
  - (ii) two (2) hours for an Employee who is On-Call.
- (d) In the case of an Employee who is called back more than once during a period for which a minimum payment has already accrued, no additional entitlement will accrue until the actual time worked exceeds:
  - (i) four (4) hours for an Employee; or
  - (ii) two (2) hours for an Employee who is On-Call.

- (e) Except on a Saturday, Sunday or Public Holiday, an Employee is not entitled to double time if he or she is called back until he or she has physically worked more than two (2) hours of Overtime (in these circumstances, the payment of Overtime for the two (2) hours physically worked is paid at time and one-half).

**9.10 What is the minimum period of pay for Overtime on Saturday, Sunday or Public Holiday?**

An Employee who works organised Overtime on a Saturday, Sunday or Public Holiday will be paid a minimum of four (4) hours' Overtime.

**9.11 What happens if transport is not available when an Employee finishes working Overtime?**

When an Employee, after working Overtime, or a shift that has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, TasNetworks will provide the Employee with transport home or reimburse that Employee the reasonable cost of transport home.

**9.12 When is an Employee entitled to a meal break?**

- (a) An Employee who is required to perform maintenance work must work during meal breaks when this is necessary to repair breakdowns of plant or to do routine maintenance of plant that can be done only while the plant is idle.
- (b) An Employee, (other than an Employee required to perform maintenance work in accordance with clause 9.12(a)), is entitled to be paid at time and one-half for work performed during any meal breaks and after, until a meal break is taken.

**9.13 When is an Employee entitled to meal breaks if they are working Overtime?**

- (a) An Employee entitled to payment for Overtime is entitled to a paid meal break of twenty (20) minutes after each four (4) hours of Overtime worked, if the Employee continues to work after each meal break.
- (b) If a Day Worker is required to work Overtime on a Saturday, Sunday or Public Holiday, the first twenty (20) minute meal break, if taken between 10.00am and 1.00pm, will be paid.
- (c) An Employee, after working Ordinary Hours of Work, and before starting Overtime that is to continue for more than two (2) hours, is entitled to a paid meal break of twenty (20) minutes.
- (d) An Employee's Leader and an Employee may agree to vary these requirements to meet the circumstances of the work, provided that TasNetworks will not be required to pay an Employee for a meal break of more than twenty (20) minutes.

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## **10. Flextime**

### **10.1 What are flextime arrangements?**

Flextime arrangements are intended to allow for flexibility of working hours within an Employee's normal spread of hours and are intended to assist Employees in balancing their work commitments with other responsibilities and preferences and to assist TasNetworks to manage fluctuations in workloads.

Flextime work arrangements are:

- (a) where an Employee works more or less hours than their nominated ordinary hours on any day;
- (b) work options which support an Employee to balance their work, family and personal responsibilities; and
- (c) either short term, temporary or ongoing, depending on the Employee's needs and are conditional upon TasNetworks' operational and business requirements being met;

Flextime work arrangements are not:

- (d) designed to increase or reduce the total number of hours that must be worked; or
- (e) a mechanism to facilitate a regular rostered day off. Where an Employee requests ongoing flexible working arrangements due to personal circumstances such as caring responsibilities, the Employee must request an individual flexibility arrangement in accordance with clause 31.

### **10.2 Who is entitled?**

Subject to business or operational requirements, all Employees, other than Casual Employees, Continuous Shiftworkers, Non-Continuous Shiftworkers or nine (9) day fortnight Employees, are eligible for flextime arrangements (**Eligible Employees**).

### **10.3 Accrual of flextime**

- (a) An Eligible Employee will be allowed to accrue flextime as follows:
  - (i) with the prior agreement of the Employee's Leader; or
  - (ii) a Leader has requested an Employee to work overtime and the Employee has requested to accrue this time as flextime in lieu of overtime payment.
- (b) For the purposes of clause 10.3(a), a Leader must not unreasonably refuse an Eligible Employee's request to accrue flextime.

#### **10.4 How is flextime accrued?**

- (a) Flextime is accrued at time for time, being one (1) hour for each hour worked on single-time basis.
- (b) The maximum amount of flextime that may be accrued is 22.5 hours or the equivalent of three (3) working days, whichever is the greater.
- (c) Upon request, an Eligible Employee's one-up Leader may approve accrual of flextime outside of the requirements in clauses 10.3 and 10.4 if that Leader considers the request appropriate.

#### **10.5 Taking flextime**

An Eligible Employee may take flextime at a time or times agreed to with their Leader. Subject to business or operational requirements, a Leader will make all reasonable attempts to approve the request.

#### **10.6 Administration**

- (a) Flextime will be administered by agreement between the Eligible Employee and their Leader, and should be administered informally wherever possible.
- (b) An Eligible Employee and his or her Leader may establish systems to track and administer flextime arrangements.
- (c) Flextime does not impact an Employee's access to Overtime.
- (d) In the event that an Eligible Employee and his or her Leader cannot reach agreement on an informal flextime arrangement under clause 10.6(a), then a formal system to track and administer flextime arrangements must be established for that Eligible Employee.

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### **11. Salary**

#### **11.1 What is the salary range?**

- (a) The Classification and Remuneration Table sets out the salary ranges for each Classification Band for Employees.
- (b) On each of 1 July 2017, 1 July 2018 and 1 July 2019, the salary ranges as set out in the Classification and Remuneration Table will increase by the greater of:
  - (i) two percent (2%); or
  - (ii) CPI up to a maximum of three percent (3%),
- (c) In addition to clause 11.1(b), on 1 July 2017, the salary ranges as set out in the Classification and Remuneration Table will also increase by an additional quarter of one percent (0.25%).



## **11.2 Salary increase on Commencement of the Agreement (2015/2016)**

Prior to the application of any other salary increase under this clause 11:

- (a) upon the Commencement Date of the Agreement, an Employee is entitled to a salary increase of two percent (2%) as an increase to base salary; and
- (b) the salary increase in clause 11.2(a) above will be applied from 1 July 2015, and the back-pay component will be paid as a lump sum payment following the Commencement Date of the Agreement.

## **11.3 Salary increases during the Agreement (2016-2019)**

- (a) An Employee's base salary will increase by the greater of two percent (2%) or CPI up to a maximum of three percent (3%) annually over the term of the Agreement. The effective dates of the salary increases are:
  - (i) 1 July 2016;
  - (ii) 1 July 2017;
  - (iii) 1 July 2018; and
  - (iv) 1 July 2019.
- (b) The back-pay component of the salary increase under clause 11.3(a)(i) will be paid as a lump sum payment following the Commencement Date of the Agreement.

## **11.4 Performance-based salary increase for 2016/2017**

If during the 2016/2017 financial year an Employee has, in accordance with Performance Principles (a) to (e) in Schedule 5, completed a performance plan and review, the Employee is entitled to an additional base salary increase of a quarter of one percent (0.25%) effective from 1 July 2017.

## **11.5 Performance-based salary increases for 2017/2018 and 2018/2019**

- (a) In each of financial years 2017/2018 and 2018/2019, TasNetworks commits to funding a performance based salary increase budget (**Yearly Performance Budget**) of a half of one percent (0.5%) of the annual total of the base salaries of all Employees covered by this Agreement.
- (b) The Yearly Performance Budget will be used by TasNetworks to fund a performance-based salary increase in each of financial years 2017/2018 and 2018/2019, applied by TasNetworks to an Employee's base salary as follows:
  - (i) effective from 1 July 2018 for the financial year 2017/2018; and
  - (ii) effective from 1 July 2019 for the financial year 2018/2019.

- (c) The increases under this clause 11.5 will apply for an Employee where TasNetworks determines, acting reasonably, that the Employee has exceeded his or her performance indicators and measures in the financial year.

#### **11.6 Employees paid in excess of the relevant Classification Band**

- (a) If an Employee employed as at the Commencement Date of this Agreement has a base salary paid in excess of the relevant Classification Band, that Employee is entitled to any salary increase as follows:
  - (i) for salary increases in accordance with clauses 11.2 and 11.3, as an increase in base salary; and
  - (ii) for any salary increases in accordance with clauses 11.4 and 11.5, as a lump sum payment as salary paid in advance for the balance of the relevant financial year.
- (b) If an Employee, other than an Employee described in clause 11.6(a) above, is paid a base salary in excess of the relevant Classification Band, that Employee will be paid all salary increases under this clause 11 as lump sum payments as salary paid in advance for the relevant financial year.
- (c) If:
  - (i) an Employee is entitled to a performance-based salary increase under clause 11.5; and
  - (ii) the application of the relevant performance-based salary increase will cause the Employee's base salary to be in excess of the relevant Classification Band for that Employee,then the relevant performance-based salary increase will be applied as follows:
  - (i) the Employee's base salary will increase to the top of the relevant Classification Band; and
  - (ii) any amount in excess of the relevant Classification Band will be paid as a lump sum payment in advance for the balance of the relevant financial year.

#### **11.7 Performance Principles**

The Performance Principles at Schedule 5 will apply during the life of the Agreement.

#### **11.8 What happens if an Employee's salary is overpaid?**

- (a) TasNetworks is entitled to recover any overpayments made to an Employee in relation to salary and/or allowances.
- (b) Before making a salary deduction, TasNetworks will:

- (i) provide to the Employee written details of the monies owing and the reasons; then
  - (ii) make a reasonable attempt to reach an agreement with the Employee on a suitable method of repayment from salary; and
  - (iii) agree with the Employee in relation to repayment arrangements.
- (c) TasNetworks will correct any underpayments to an Employee as soon as practicable after becoming aware of, or being notified of, such underpayment.

#### **11.9 Are Employees entitled to an annualised salary?**

- (a) By agreement between TasNetworks and Employees, the parties may enter into an annualised salary arrangement.
- (b) The annualised salary may include, but is not limited to, the following entitlements under this Agreement:
  - (i) minimum weekly wages;
  - (ii) allowances;
  - (iii) overtime rates;
  - (iv) Penalty Rates;
  - (v) annual leave loading;
  - (vi) shift allowance.
- (c) Where an annualised salary is paid, TasNetworks must advise the Employee in writing of the annual salary that is payable and which entitlements will be satisfied by payment of the annual salary.
- (d) The annualised salary must be no less than the amount the employee would have received under this Agreement for the work performed over the year for which the salary is paid (or if the employment ceases earlier, over such lesser period as has been worked).
- (e) The annualised salary of the Employee must be reviewed by TasNetworks at least annually to ensure that the compensation is appropriate having regard to the Agreement provisions which are satisfied by the payment of the annual salary.

#### **11.10 What happens if an Employee doesn't turn up to work?**

- (a) Provided that TasNetworks has made all reasonable attempts to contact the Employee and any absence is not authorised, if an Employee does not attend for duty for three (3) days and fails to make contact and advise of the reasons for his or her absence the Employee is not entitled to payment of wages.

- (b) If an Employee does not attend for duty for ten (10) days and fails to make contact and advise of the reasons for his or her absence, he or she is deemed to have abandoned his or her employment effective from the end of the tenth day.
- (c) In the event that an employee provides TasNetworks with evidence, that a reasonable person would consider sufficient to prove that the employee did not intend to abandon their employment within ten (10) working days of their last attendance or authorised absence, the employee will not be deemed to have abandoned their employment.

**11.11 How are Employees paid?**

Employee's pay will be electronically transferred to the Employee's designated bank account on a fortnightly basis.

**11.12 Will the Supported Wage System apply?**

The provisions of Schedule C – Supported Wage System in the Electrical Power Industry Award 2010 (MA000088) apply.

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**12. On Call Allowance**

- (a) An Employee rostered to be On-Call for after-hours duty is entitled to be paid an On-Call allowance as set out in Table Three of Schedule 2.
- (b) An Employee who is On-Call must be contactable by phone at all times and take action within thirty (30) minutes of receiving the phone call.
- (c) An On-Call allowance is calculated on a daily basis.
- (d) Where an Employee or Work Group regularly responds to a call without Mobilisation, the following conditions apply:
  - (i) the On Call rate is inclusive for time spent working on business related matters for calls of fifteen (15) minutes or less;
  - (ii) for multiple calls where the accumulative total is at least thirty (30) minutes, the relevant Penalty Rate and minimum call out period will apply;
  - (iii) any call received by an Employee during the hours of 2200 to 0500 will be paid a minimum of two hours at the relevant Penalty Rate; and
  - (iv) the applicable On Call rate is the "one in three rate" specified in Table 3 of Schedule 2.
- (e) In addition to the On-Call allowance, an Employee who is required to be On-Call on a Public Holiday is entitled to:
  - (i) one (1) additional day's ordinary pay; or

- (ii) at the Employee's request, one (1) day leave credit, provided that the total of the Employee's accrued annual leave does not exceed forty (40) days.
- (f) There is a reasonable expectation for Employees who are employed in work groups concerned with the maintenance and continuity of electricity supply to make themselves available for after-hours duty.
- (g) An Employee permanently rostered on an On-Call roster for a period of twelve (12) months prior to taking annual leave is paid an On-Call allowance whilst on annual leave only where he or she would have been On-Call but for the taking of annual leave.
- (h) The maximum allowance payable is determined by the frequency rate that the Employee was on On-Call prior to taking annual leave, as follows:
  - (i) where an Employee was On-Call one (1) week in three (3) weeks or less, an On Call allowance is payable for a period of fourteen (14) days.
  - (ii) where an Employee was On-Call one (1) week in four (4) weeks or more, an On- Call allowance is payable for a period of seven (7) days.
- (i) This entitlement will apply from 1 July to 30 June with no retrospective payments being made if leave is not taken during this period. Pro-rata payments are available for Employees who are not rostered for the full twelve (12) month period.

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### **13. Meal Allowance**

An Employee who:

- (a) is required by his or her Leader to continue working for more than two (2) hours after the end of his or her Ordinary Hours of Work;
- (b) has not been notified on the previous day or earlier of the requirement to work Overtime, and
- (c) cannot reasonably return home for a meal,

is entitled to be paid the meal allowance prescribed in Table Four in Schedule 2.

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### **14. Higher Duties Allowance**

- (a) If an Employee is:
  - (i) appointed or assigned temporarily to a higher position; or
  - (ii) undertakes a temporary extension of the position and the extension increases the scope of the job to a higher Classification Band:

for a period of at least ten (10) consecutive working days (inclusive of rostered days off and time off instead of Overtime),

(iii) in addition to his or her base salary, he or she is entitled to be paid for that period, the greater of:

A. the difference between the Employee's classified salary and the minimum salary of the position the Employee is temporarily assigned to fill; or

B. ten percent (10%) of the Employee's base salary.

(b) Any annual leave, leave credits or long service leave taken by the Employee during the temporary appointment, assignment or temporary extension of the position, does not contribute towards the ten (10) working days' minimum requirement.

(c) An Employee will continue to be eligible for higher duties allowance if he or she takes annual leave or long service leave during the periods of higher duties if he or she returns to the higher role upon returning from the annual leave or long service.

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**15. Living away from home arrangement**

If an Employee is required to undertake work away from his or her Accustomed Workplace which requires an overnight stay then the Employee's Leader will either:

(a) authorise the Employee to arrange for any necessary accommodation and meals to be billed directly to TasNetworks; or

(b) if the Employee has been issued with a purchasing card, subject to the relevant TasNetworks policy, authorise the Employee to pay for any necessary expenses using his or her purchasing card; or

(c) if the Employee has not been issued with a purchasing card, subject to any relevant TasNetworks policy, approve the reimbursement of any necessary expenses incurred by the Employee; or

(d) approve the payment of the living away from home allowance as specified in Table 4 of Schedule 2 for each twenty-four hour period that the Employee is required to be away.

For the purposes of this clause 15, "accommodation" means single room and bathroom accommodation, where available, and accommodation that the Employee agrees is a reasonable standard.

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**16. First Aid Allowance**

An Employee with up to date first aid qualifications appointed to perform first aid duties in any workplace will be paid an allowance as prescribed in Schedule 2. This allowance will not apply to Employees who are required to hold such qualifications, or similar, as a condition of employment.

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**17. Licences**

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

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**18. Electricity Discount**

**18.1 When is an Employee entitled to an Electricity Discount?**

- (a) Subject to clauses 18.1(b) and 18.1(c), an Employee who:
  - (i) is an Employee at the Commencement Date of this Agreement;  
and/or
  - (ii) was an Employee at the Commencement Date of this Agreement  
and:
    - A. accepts a redundancy package and is over fifty-five (55)  
years of age or older; or
    - B. retires,

is entitled to an Electricity Discount of sixteen and two-thirds percent (16 2/3 percent) off their Aurora Energy Pty Ltd electricity account.
- (b) An Employee is only entitled to the Electricity Discount under clause 18(a):
  - (i) if the Employee is an Ongoing Employee or Fixed Term or Fixed Task Employee;
  - (ii) if the electricity account is in the Employee's name;
  - (iii) if the discount is for one residence of which the Employee is the legal owner or tenant;
  - (iv) if the electricity account is not for premises or parts of premises used for business purposes; and
  - (v) after the Employee has been continuously employed for at least six (6) months.
- (c) The Electricity Discount is also available to:
  - (i) an Employee's widow or widower; and
  - (ii) a TasNetworks retirees' widow or widower,

provided the Employee or TasNetworks retiree was entitled to the Electricity Discount under clauses 18.1(a) and 18.1(b) above.

- (d) The Electricity Discount is not available to an Employee who commences employment after the Commencement Date of this Agreement.
- (e) An Employee's entitlement to an Electricity Discount under this clause 18 will continue if Aurora Energy Pty Ltd ceases to exist in Tasmania or withdraws its agreement to administer the Electricity Discount.

## **18.2 Buy-out of Electricity Discount**

An Employee entitled to the Electricity Discount under this clause 18 may at any time, by notice in writing to TasNetworks, elect to cancel the Electricity Discount and receive a salary increase of \$500 applied as an increase to base salary.

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## **19. Annual Leave**

### **19.1 What annual leave entitlements do Employees get?**

- (a) An Employee, other than a Casual Employee, is entitled to four (4) weeks' paid annual leave for each twelve (12) months of Continuous Service. Annual leave accrues progressively during the year and is credited fortnightly.
- (b) A Continuous Shiftworker is entitled to an additional one (1) week of paid annual leave for each twelve (12) months of Continuous Service. This additional week of annual leave accrues progressively during the year and is credited fortnightly.

### **19.2 What is an Employee's rate of pay for annual leave?**

- (a) Payment for annual leave is calculated at an Employee's Ordinary Pay immediately before the commencement of the Employee's annual leave.
- (b) If an Employee is a Continuous Shiftworker, payment of an Employee's Ordinary Pay will include his or her shift allowance and projected shift penalties.
- (c) If an Employee receives an annualised salary, payment of annual leave is based on the Employee's annualised salary immediately before the commencement of annual leave.

### **19.3 What are the rules for taking annual leave?**

- (a) An Employee is entitled to take an amount of annual leave during a particular period if:
  - (i) at least that amount of annual leave is credited to the Employee; and
  - (ii) TasNetworks has authorised the Employee to take the annual leave during that period.
- (b) TasNetworks must not unreasonably:



- (i) refuse to authorise an Employee to take an amount of annual leave that is credited to that Employee; or
  - (ii) revoke any authorisation enabling an Employee to take annual leave during a particular period.
- (c) There is no maximum or minimum limit on the amount of annual leave that TasNetworks may authorise an Employee to take.
- (d) Any authorisation given by TasNetworks enabling an Employee to take annual leave during a particular period is subject to the operational requirements of TasNetworks.

#### **19.4 Can annual leave be cashed out?**

Subject to the following conditions, an Employee may cash out a period of any amount of accrued annual leave:

- (a) the Employee must retain an entitlement to at least four (4) weeks paid annual leave;
- (b) the Employee must have taken at least two (2) weeks paid annual leave in the preceding 12 months from the date of application;
- (c) there is a separate agreement in writing on each occasion that the annual leave is cashed out; and

the Employee must be paid at least the full amount that would have been payable had the annual leave been taken.

#### **19.5 Can an Employee be required to take annual leave?**

- (a) TasNetworks may direct an Employee to take an amount of annual leave credited to the Employee for the following reasons:
  - (i) if an Employee has an annual leave balance in excess of 47 days for Continuous Shiftworkers or 40 days for any other Employee; or
  - (ii) if during the Christmas period, TasNetworks shuts down part or all of a Division or Work Group in which the Employee works.
- (b) If TasNetworks directs an Employee to take annual leave for the reason specified in clause 19.5(a)(i) then TasNetworks may direct the Employee to take up to a quarter of his or her annual leave entitlement.
- (c) If TasNetworks directs an Employee to take annual leave for the reason specified in clause 19.5(a)(ii) and the Employee does not have an amount of annual leave credited to him or her sufficient to cover the direction period, the Employee may make application to his or her Leader to:
  - (i) take an alternative leave entitlement;

- (ii) take a period of leave without pay; or
  - (iii) work through the shut down period.
- (d) For the purposes of clause 19.5(a)(ii), TasNetworks may shut down a Division or Work Group, or part thereof, from the close of business on the 23<sup>rd</sup> December to the first working day in the new year for each year of this Agreement.

**19.6 What happens with annual leave and Public Holidays?**

If a Public Holiday falls within a period of an Employee's leave, annual leave must not be deducted for that Public Holiday.

**19.7 Can an Employee take leave without pay?**

- (a) An Employee may apply for leave without pay in extenuating or emergency circumstances subject to the following:
  - (i) the Employee does not have sufficient leave entitlements to enable the Employee to take paid leave over the period;
  - (ii) the approval of leave without pay will be at the discretion of the Employee's Leader.
- (b) Once approved, leave without pay will not interrupt the continuity of service.

**19.8 Can an Employee purchase Annual Leave?**

- (a) An Employee, other than a Casual Employee or a Fixed Term Employee or Fixed Task Employee, may apply to take up to an additional four (4) weeks' annual leave per annum on the basis of the Employee receiving an adjusted annualised salary as set out in clause 19.8(c).
- (b) Applications for purchased leave will be approved at the discretion of the Employee's Leader where work arrangements permit.
- (c) If an Employee's application for purchased leave is approved the Employee's salary will be adjusted over an agreed period (not exceeding twelve (12) months) to pay for the additional period of leave to be taken on the basis that granting purchased leave is equivalent to granting the nominated number of weeks as leave without pay, but spreads the loss of income over the nominated purchased leave period.
- (d) Full deduction of salary must occur before purchased leave can be taken.
- (e) The purpose of this leave is to provide another option to assist Employees with work/life balance.
- (f) Purchased leave must be scheduled and utilised in such a manner that all annual leave, long service leave entitlements, accrued rostered days off, and leave credits have been exhausted by a date within each twelve (12) month period agreed by both the Employee and his or her Leader.

- (g) Purchased leave may be taken in conjunction with annual leave, long service leave or leave without pay but purchased leave cannot be broken by a period of paid leave.
- (h) It is the responsibility of the Employee to communicate and gain agreement with his or her Leader for a leave plan that will ensure that all leave is utilised by the pre-agreed date.

**19.9 How will leave entitlements be paid out on termination?**

- (a) An Employee is entitled to payment for any accrued annual leave on termination of employment calculated at the Employee's Ordinary Pay at the date of termination.
- (b) If an Employee is a Continuous Shiftworker, payment of any accrued annual leave entitlement on termination is calculated at the Employee's Ordinary Pay including his or her shift allowance and projected shift penalties at the date of termination.
- (c) If an Employee receives an annualised salary payment, any accrued annual leave entitlement on termination is based on the Employee's annualised salary at the date of termination.

**19.10 When is an Employee entitled to annual leave loading?**

- (a) A loading of seventeen and a half percent (17.5%) will be paid to a Day Worker in the first pay period in December. Subject to clause 19.10(b), this loading is calculated on the Employee's Ordinary Pay.
- (b) The maximum loading that can be paid to an Employee must not exceed the amount specified in Schedule 2 (Table 5), as at 1 January in the year in which the Employee is paid the annual leave loading.
- (c) If an Employee ceases employment with TasNetworks, the Employee is entitled to payment of annual leave loading on a pro-rata basis calculated to the date that his or her employment ceased.

**19.11 How does the annual leave loading entitlement apply to Shiftworkers?**

- (a) A Shiftworker is entitled to the greater (in dollar terms) of the seventeen and a half percent (17.5%) leave loading, or the Employee's Projected Shift Penalty at 1 January in the year in which the Employee is paid annual leave loading which will be paid to a Shiftworker in the first pay period in December.
- (b) A system of shift averaging over a twelve (12) month period for the purpose of calculating a Projected Shift Penalty may be established where there is agreement between the majority of Shiftworkers in a Work Group and their Leader to have such a system.

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## **20. Personal Leave**

### **20.1 What is Personal Leave?**

- (a) Personal Leave is paid Sick Leave and paid Carer's Leave.
- (b) Sick Leave is leave required when an Employee is not fit for work because of a Temporary Incapacity.
- (c) Carer's Leave is leave required to care for an Employee's Immediate Family member or household member who requires care or support because of:
  - (i) personal illness, or personal injury affecting the Immediate Family member or household member; or
  - (ii) an unexpected emergency affecting the Immediate Family member or household member.

### **20.2 What is an Employee's entitlement to Personal Leave?**

- (a) Subject to clauses 20.4 to 20.6, an Employee's entitlement to paid Sick Leave is on a 'no debit, no credit' basis and is not subject to a fixed limit under this Agreement. TasNetworks may suspend paid Sick Leave in accordance with clause 20.6.
- (b) An Employee, other than a Casual Employee, is entitled to accrue and accumulate ten (10) days of Carer's Leave in each calendar year.
- (c) Ten (10) days Carer's Leave will be credited to each Employee at the commencement of each calendar year.

### **20.3 What happens if an Employee has used all of his or her Carer's Leave?**

- (a) Subject to clauses 20.4 to 20.6, if an Employee, other than a Casual Employee, has exhausted his or her Carer's Leave then the Employee may take up to two (2) days of unpaid Carer's Leave.
- (b) Unpaid Carer's Leave may be taken as:
  - (i) a single continuous period of up to two (2) days; or
  - (ii) any separate period (up to a total of two (2) days) to which the Employee and his or her Leader agree.
- (c) An Employee must not take paid Sick Leave in lieu of unpaid Carer's Leave.

### **20.4 What notice does an Employee need to provide when taking Personal Leave?**

An Employee must notify his or her Leader (or the next most senior person) thirty (30) minutes prior to the Employee's normal starting time, or if this is not possible, as soon as reasonably practicable.

**20.5 What evidence does an Employee need to provide when taking Personal Leave?**

- (a) An Employee absent on Personal Leave for more than three (3) consecutive working days must provide TasNetworks with satisfactory evidence that the leave is taken for a reason set out in clause 20.1.
- (b) TasNetworks may request an Employee provide satisfactory evidence for Personal Leave if the Employee is absent for less than three (3) consecutive working days and:
  - (i) the Employee must provide the evidence on request;
  - (ii) where practicable, the request will be made at the time the Employee provides notification in accordance with clause 20.4; and
  - (iii) the evidence will be requested where there is a pattern of absence and/or reasonable suspicion that the Employee has not taken the leave for a reason set out in clause 20.1.
- (c) The evidence provided by the Employee must include either:
  - (i) a medical certificate; or
  - (ii) if a medical certificate cannot be reasonably obtained by an Employee, a statutory declaration.

**20.6 What are the parties' obligations for managing ongoing or extended Sick Leave?**

- (a) TasNetworks, and all Employees who are entitled to take paid Sick Leave in accordance with this Agreement, agree to comply with their respective obligations set out in Schedule 4 (Review and Management of Ongoing or Extended Sick Leave).
- (b) If an Employee does not comply with his or her obligations TasNetworks may suspend paid Sick Leave in accordance with Schedule 4.

**20.7 What happens if an Employee is sick while taking Annual Leave or Long Service Leave?**

- (a) If an Employee takes Annual Leave and, during that leave, the Employee suffers a personal illness or injury that would otherwise have entitled the Employee to take paid Sick Leave, TasNetworks must re-credit that period to the Employee's Annual Leave balance provided the Employee gives TasNetworks evidence supporting a Sick Leave entitlement for that period in accordance with clause 20.5.
- (b) If an Employee takes Long Service Leave and, during that leave, the Employee suffers a personal illness or injury that would otherwise have entitled the Employee to take at least three (3) consecutive working days of paid Sick Leave, TasNetworks must re-credit that period to the Employee's Long Service Leave balance provided the Employee gives TasNetworks evidence supporting a Sick Leave entitlement for that period in accordance with clause 20.5.

- (c) An Employee who is re-credited Annual Leave or Long Service Leave in accordance with clauses 20.7(a) and 20.7(b) must return to work from the period of Annual Leave or Long Service Leave on the return date originally approved by TasNetworks.
- (d) Any extension to Annual Leave or Long Service Leave will require a new application.

## **20.8 What is an Employee's rate of pay when on Personal Leave?**

- (a) An Employee's rate of pay for any period of Personal Leave taken in accordance with this clause 20 will be the Employee's Ordinary Pay.
- (b) If an Employee is a Continuous Shiftworker the Employee's Ordinary Pay for the purpose of this clause 20 will include his or her shift allowance and Projected Shift Penalties.
- (c) If an Employee receives an annualised salary the Employee's Ordinary Pay for the purpose of this clause 20 will be calculated based on the Employee's annualised salary.
- (d) An Employee has no entitlement to paid leave under this clause 20 when he or she is absent from work:
  - (i) on account of Parental Leave in accordance with clause 23;
  - (ii) is entitled to receive payments of weekly compensation pursuant to the *Workers Rehabilitation and Compensation Act 1988* (Tas), or any other statutory compensation scheme; or
  - (iii) on approved leave without pay.

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## **21. Family Violence Leave**

### **21.1 What is Family Violence Leave?**

Family Violence Leave is leave required by an Employee who is experiencing Family Violence to attend to health issues, legal, financial, housing, child care or other issues in connection with the Family Violence.

### **21.2 What is the entitlement for Family Violence Leave?**

- (a) An Employee, other than a Casual Employee, is entitled to ten (10) days' paid Family Violence Leave in each calendar year. Family Violence Leave does not accrue.
- (b) Ten (10) days' Family Violence Leave will be credited to each Employee at the commencement of each calendar year.
- (c) Family Violence Leave may be taken as consecutive or single days or as a fraction of a day.

**21.3 What notice does an Employee need to provide when taking Family Violence Leave?**

An Employee must notify his or her Leader (or the next most senior person) thirty (30) minutes prior to the Employee's normal starting time, or if this is not possible, as soon as reasonably practicable.

**21.4 What evidence does an Employee need to provide when taking Family Violence Leave?**

An Employee absent on Family Violence Leave must provide TasNetworks with satisfactory evidence that the leave is taken for a reason set out in clause 21.1. Such evidence may include:

- (a) a medical certificate or letter from their doctor;
- (b) a letter from a lawyer or a court document;
- (c) other relevant agency or counselling documentation;
- (d) a statutory declaration from the Employee; or
- (e) or a police report.

**21.5 Individual support**

- (a) An Employee who is experiencing Family Violence may request a flexible work arrangement, that may include:
  - (i) changes to the Employee's hours of work and/or shifts;
  - (ii) change to work location;
  - (iii) change to work email address;
  - (iv) change to work telephone; or
  - (v) blocking of particular email contacts or telephone callers.
- (b) Such a request is subject to approval at TasNetworks' discretion. TasNetworks must provide a response to the Employee's request within 24 hours from the time the request was made.

**21.6 Confidentiality**

Any request for Family Violence Leave or individual support by an Employee will be dealt with on a confidential basis by TasNetworks. The reasons for the leave or support will not be discussed with anyone outside People and Performance, the Employee's direct manager and the General Manager of the Employee's division, unless reasonably required or agreed by the affected Employee. All documentation relating to matters dealt with under these procedures must be filed confidentially with People and Performance.

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## **22. Compassionate Leave**

### **22.1 When can an Employee take Compassionate Leave?**

- (a) An Employee is entitled to a period of up to five (5) days paid Compassionate Leave for each occasion in the event that the Employee's Immediate Family member or household member:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (b) The paid Compassionate Leave for each occasion may be taken as:
  - (i) a single continuous period; or
  - (ii) separate periods of one day each; or
  - (iii) any separate periods to which the Employee and TasNetworks agree.
- (c) TasNetworks may (at its complete discretion and subject to meeting any satisfactory evidence requirements under clause 22.3) grant paid or unpaid Compassionate Leave for a period exceeding the five (5) day entitlement under clause 22.1.

### **22.2 What notice does an Employee need to provide when taking Compassionate Leave?**

The Employee must notify his or her Leader (or the next most senior person) about taking Compassionate Leave and the estimated period of the leave, thirty (30) minutes prior to the Employee's normal starting time, or if this is not possible, as soon as reasonably practicable.

### **22.3 What evidence does an Employee need to provide when taking Compassionate Leave?**

If requested by TasNetworks, an Employee taking Compassionate Leave must provide TasNetworks with satisfactory evidence (in the form of a Statutory Declaration if other reasonable evidence is not provided) that the leave is taken for the reasons stated in clause 22.1.

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## **23. Parental Leave**

### **23.1 How much paid Parental Leave is an Employee entitled to?**

- (a) After twelve months' Continuous Service, an Employee, other than a Casual Employee, who is the primary caregiver is entitled to a total of 52 weeks Parental Leave comprised of:
  - (i) thirty-seven (37) weeks unpaid Parental Leave; and



- (ii) fifteen (15) weeks paid Parental Leave,  
in relation to the birth or adoption of an Employee's child.
- (b) The entitlement to paid Parental Leave in this clause 23 is in addition to any other paid parental leave entitlement the employee may have.
- (c) A statutory declaration and / or medical certificate is required to be provided by an Employee to his or her Leader to support an application for paid and unpaid Parental Leave. The statutory declaration must contain details of:
  - (i) if the Employee is the primary care giver of the Employee's child;  
and
  - (ii) what period of paid Parental Leave, if any, the Employee's partner was entitled to from the partner's employer.
- (d) Subject to clause 23.1(e), paid Parental Leave is only available in the fifteen week period commencing immediately following the birth or placement of the Employee's child.
- (e) An Employee may elect to take paid Parental Leave at half pay for a period of thirty (30) weeks, in which case paid Parental Leave is available in the thirty (30) week period commencing immediately following the birth or placement of the Employee's child.
- (f) The paid Parental Leave period is inclusive of Public Holidays.
- (g) Where an Employee's Partner is in paid full-time employment and receives an entitlement of less than fifteen (15) weeks' paid Parental Leave, then the Employee will be eligible for paid Parental Leave up to the balance of fifteen (15) weeks. This is subject to the Employee producing a statutory declaration that:
  - (i) the Employee's Partner will return to full-time work; and
  - (ii) the Employee will be the primary care giver for the child.
- (h) To qualify for more than one period of paid Parental Leave, an Employee must have resumed work between periods of Parental Leave.

## **23.2 What is an Employee's rate of pay for paid Parental Leave?**

- (a) The calculation of paid Parental Leave will be based on an Employee's Ordinary Pay immediately before the commencement of the Employee's paid Parental Leave.
- (b) If an Employee is a Continuous Shiftworker, payment of an Employee's Ordinary Pay will include his or her shift allowance and projected shift penalties as payable immediately before the commencement of paid Parental Leave.

- (c) If an Employee receives an annualised salary, payment of paid Parental Leave is based on the Employee's annualised salary immediately before the commencement of paid Parental Leave.

### **23.3 How much unpaid Parental Leave is an Employee entitled to?**

- (a) As provided in the NES, in addition to the Parental Leave entitlement under clause 23.1, an Employee is entitled to request up to an additional 12 months of unpaid Parental Leave.
- (b) An Employee's request for this additional unpaid Parental Leave is subject to, and will be addressed by TasNetworks in accordance with, the terms set out in the NES.

### **23.4 Guarantee of return to work**

As provided in the NES, upon an Employee ending a period of Parental Leave under this clause or the NES, the Employee is entitled to return to:

- (a) the Employee's pre-parental leave position; or
- (b) if that position no longer exists, an available position for which the Employee is qualified and suited nearest in status and pay to their pre-parental leave position.

### **23.5 Returning to work**

On returning from a period of Parental Leave, an Employee is entitled to flexible working arrangements.

Flexible working arrangements may include changes to:

- (a) hours of work;
- (b) patterns of work; and/or
- (c) locations of work.

The flexible work arrangements are subject to agreement between the Employee and TasNetworks, which must be in writing.

### **23.6 Supporting Partner Leave**

- (a) After twelve (12) months' Continuous Service, a Supporting Partner is entitled to an unbroken period of up to one (1) week of paid leave to be taken within two (2) weeks of the birth of the child.
- (b) After twelve (12) months' Continuous Service, a Supporting Partner in relation to an adoption is entitled to take an unbroken period of leave of up to three (3) weeks at the time of placement of the child. The period of leave will be made up of one (1) week of paid leave and the remaining two (2) weeks will be unpaid leave.

### **23.7 Application of NES**

- (a) All other conditions in relation to Parental Leave are in accordance with the NES in force as at the Commencement Date.
- (b) If a legislative change to the Parental Leave entitlements under the NES occurs during the term of this Agreement, then:
  - (i) to the extent that those changes create Parental Leave entitlements that are more favourable than the Parental Leave entitlements in the NES as at the Commencement Date, the changed entitlements will apply from the date that the amending legislation comes into effect; and
  - (ii) to the extent that those changes create Parental Leave entitlements that are less favourable than the Parental Leave entitlements in the NES as at the Commencement Date, the Parental Leave entitlements contained in the NES as at the Commencement Date will continue to apply.

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### **24. Long Service Leave**

- (a) An Employee will be entitled to Long Service Leave in accordance with the *Long Service Leave (State Employees) Act 1994* (Tas).
- (b) Where an Apprentice or trainee is employed by another employer but performs work at TasNetworks the period of that employment will be recognised by TasNetworks as continuous employment for the purposes of Long Service Leave in the event that an Apprentice or trainee is employed by TasNetworks within three (3) months of completing their formal training.

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### **25. Community Service Leave**

- (a) An Employee is entitled to Community Service Leave to:
  - (i) attend Jury Service; and/or
  - (ii) undertake Voluntary Emergency Management Activities.
- (b) An Employee who wishes to access his or her entitlement to Community Service Leave must notify his or her Leader.
- (c) Community Service Leave for Jury Service will be an Employee's Ordinary Pay for the period of jury service less any jury service pay received by the Employee.
- (d) Community Service Leave will be two (2) paid days for Voluntary Emergency Management activities.
- (e) Any related expenses including travel, accommodation, and meals incurred when undertaking the community service are the responsibility of the Employee.

- (f) Community Service Leave is non-cumulative.

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**26. Defence Leave**

- (a) Defence Leave applies to Employees who are members of the Australian Defence Forces and attend authorised military training camps or parades.
- (b) An Employee required to attend an authorised military training camp as a member of the Australian Defence Forces is entitled to fourteen (14) calendar days paid Defence Leave in a calendar year.
- (c) An Employee required to attend a drill, parade or military school or class or course of instruction as a member of the Australian Defence Forces is entitled to sixteen (16) calendar days paid Defence Leave in a calendar year.
- (d) Further Defence Leave in excess of entitlements outlined in clauses 26(b) and 26(c) will be granted without pay.
- (e) All Defence Leave applications must be accompanied by evidence from the ADF of the requirement to attend.
- (f) Defence Leave is non-cumulative.

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**27. Special Leave**

- (a) Special Leave applies to Employees where:
  - (i) there is an unforeseen emergency; or
  - (ii) an Employee is required to attend an essential cultural event; or
  - (iii) an Employee is required to attend a court, tribunal or inquest as a witness,and is not cumulative.
- (b) Special Leave may be approved for a period not exceeding two (2) working days per calendar year.
- (c) Special Leave will be approved in the following situations:
  - (i) Unforeseen emergency. Unless exceptional circumstances exist only one (1) day of leave will be granted for an unforeseen emergency.
  - (ii) Death of relatives not covered by clause 22.1. Applications will be considered on the merit of the particular relationship between the Employee and the deceased. Unless exceptional circumstances exist only one (1) day of leave will be granted.
  - (iii) Where an Employee is required to defend their property from natural disaster.

- (iv) Where Employees are prevented by adverse weather and/or road conditions from undertaking their normal journey from home to their workplace, provided:
  - A. the Employee's normal route to work was blocked, all reasonable alternative routes were blocked and genuine efforts were made to complete the journey; and
  - B. the journey was completed at the earliest possible time following the re-opening of the roads; and
  - C. access to special leave will be for one (1) day or part of a day.
- (v) For an Employee to attend an essential religious, cultural or ceremonial duty or event associated with the Employee's faith or culture. An Employee's application for Special Leave on this ground must be accompanied by satisfactory evidence (in the form of a Statutory Declaration if other reasonable evidence is not provided) that the leave is taken for a reason specified in this sub-clause.
- (vi) Where, during an Employee's Ordinary Hours of Work, the Employee:
  - A. is required by the Crown to attend court as a witness; or
  - B. is a witness at an inquest; or
  - C. is subpoenaed as a witness in a civil proceeding.

TasNetworks may require an Employee requesting Special Leave under this sub-clause to provide to TasNetworks the documents requiring the Employee's attendance as a witness.

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## **28. Public Holidays**

### **28.1 What is a Public Holiday?**

A Public Holiday means:

- (a) New Years Day, Australia Day, Eight Hour Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday, Anzac Day, Birthday of the Sovereign, Christmas Day and Boxing Day;
- (b) a day that, under or in accordance with a procedure under a law of Tasmania, is substituted for a day referred to in clause 28.1(a); and
- (c) the local statutory holidays referred to in section 5 and Schedule 1 of the *Statutory Holidays Act 2000* (Tas), in the manner prescribed by that section and Schedule. These provisions set out:

- (i) when a municipal area, or a particular part of Tasmania has a statutory holiday, specific only to that municipal area or part; and
- (ii) whether such a statutory holiday is a full day, or a part day (from 11.00am).

**28.2 When does an Employee get paid for a public holiday?**

- (a) Subject to clauses 28.2(b) and 28.2(c), an Employee, other than a Casual Employee, who is not required to work his or her Ordinary Hours of Work on a Public Holiday, is entitled to be paid his or her Ordinary Pay for that day.
- (b) A part-time Employee whose Ordinary Hours of Work do not fall on a Public Holiday is not entitled to be paid for that day.
- (c) Unless an Employee's Accustomed Workplace is located within an area where a statutory holiday falls pursuant to the Statutory Holidays Act 2000 (Tas) that day is not a Public Holiday for such an Employee for the purposes of this clause 28.2.

**28.3 Can an Employee substitute another day for a Public Holiday?**

- (a) An alternative day may be taken by the Employees in a Work Group as leave in lieu of a Public Holiday, where there is agreement between the majority of employees in that Work Group and their Leader to take such an alternative day as leave in lieu.
- (b) By agreement between an Employee and an Employee's Leader an alternative day may be taken by the Employee as leave in lieu of a Public Holiday.

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**29. Redundancy Entitlements**

**29.1 Who is a Redundant Employee and what is a Redundancy Situation?**

- (a) Redundancy Situation means an employment situation arising where TasNetworks no longer requires the Employee's job to be performed by anyone because of changes in the operational requirements of TasNetworks' enterprise.
- (b) A Redundant Employee means a full-time Employee or part-time Employee whose services will become redundant as a result of a Redundancy Situation.
- (c) A Grandfathered Redundant Employee means a Redundant Employee who was employed by TasNetworks on the Commencement Date.

**29.2 What are the notice requirements to Redundant Employees?**

- (a) A Redundant Employee must be given three (3) months' notice of termination of employment or payment in lieu of such notice.

**29.3 How will TasNetworks determine which Employees will be made redundant?**

- (a) TasNetworks undertakes to avoid termination of employment as a consequence of a Redundancy Situation wherever possible. Such terminations will only apply

where other suitable positions are unavailable in other areas of TasNetworks' operations.

- (b) The basis for determining which employees will become redundant will be within specific employee classifications and having regard to skills and experience.
- (c) TasNetworks may consider applications for voluntary redundancy; such applications will be assessed on a case by case basis, taking into consideration the employee's specific skills, competency and experience.

#### **29.4 What assistance will TasNetworks provide to Redundant Employees?**

- (a) During the period of notice TasNetworks will make every endeavour to assist Redundant Employees by:
  - (i) allowing an Employee up to four (4) days off without loss of pay during the period of notice for the purpose of seeking other employment; and
  - (ii) providing written advice to all Employees made redundant under this Agreement of their redundancy entitlements. This advice will be made available to Employees prior to the termination date.
- (b) A Redundant Employee with up to twenty-five (25) years of service will be provided with transitional assistance up to a value of \$2,500.
- (c) A Redundant Employee with twenty-five (25) years of service or more will be provided with transitional assistance up to a value of \$4,500.
- (d) Transitional assistance will be arranged by TasNetworks in consultation with the Redundant Employee, once it is known that the Redundant Employee's position is to be made redundant, and will take into consideration the Redundant Employee's specific needs.
- (e) Transitional assistance may include (but is not limited to) financial counselling, job search assistance and small business advice.

#### **29.5 What training will TasNetworks provide to Redundant Employees?**

Where practicable, Redundant Employees who are transferring to alternative positions will be trained or re-trained to fill positions which are vacant or are about to become vacant. TasNetworks will meet costs of training or re-training.

#### **29.6 Will Redundant Employees be transferred to alternative positions?**

- (a) In a Redundancy Situation an Employee will accept a transfer to alternative positions within their employment category that may be available provided that the Employee concerned will be given the opportunity to discuss the arrangement with management prior to a decision being taken to make such transfer.

- (b) An Employee who refuses a transfer referred to in clause 29.6(a) without reasonable cause will forfeit their rights to severance payments under clause 29.9 of the Agreement.
- (c) Where an Employee has been transferred to an alternative position the transfer will be subject to a three (3) month trial period without prejudice to Redundancy Benefits.
- (d) In the event that TasNetworks is not satisfied that the Employee is capable of performing the duties of the alternative position or if the Employee can demonstrate to TasNetworks' satisfaction that they are not suited to the position, their employment will be terminated on the basis of redundancy and the Employee will be entitled to compensation as provided under this Agreement. The severance payments will be made at the rate of pay applicable immediately prior to their transfer to the alternative position.
- (e) Where an Employee is transferred to a position of a higher classification they will be paid a salary appropriate to that classification upon taking up that position. Where an Employee is redeployed to an alternative position of a lower classification, the Employee will receive salary maintenance (including any remuneration increases in accordance with this Agreement) for a period of twelve (12) months.
- (f) At the expiration of the salary maintenance period the Employee will be paid a salary appropriate to the classification of the redeployed position.

**29.7 Can a Redundant Employee be transferred to an alternative location?**

In circumstances where an Employee in a Redundancy Situation is offered alternative employment by TasNetworks which necessitates moving to another location, TasNetworks will meet expenses in accordance with the relocation assistance policy.

**29.8 Does a transfer of business create a Redundancy Situation?**

Despite all other provisions in this Agreement, an Employee is not entitled to any severance benefits where:

- (a) the employment of the Employee is to be transferred to a new employer as a result of a transfer of business, and the Employee's prior service with TasNetworks is recognised; or
- (b) TasNetworks arranges acceptable alternative employment for the Employee.

For the purpose of clause 29.8(b), 'acceptable alternative employment' means an offer of employment on terms and conditions (viewed as a whole) which are no less favourable than the terms and conditions which applied to the Employee's previous job with TasNetworks and where the Employee's service with TasNetworks is recognised for the purposes of accrued entitlements. To avoid any doubt, this clause applies where an Employee's employment with



TasNetworks is to be transferred to a company as a result of the operation of the *Electricity Companies Act (Tas) 1997*.

**29.9 What are the severance payments?**

- (a) A Grandfathered Redundant Employee is entitled to receive the payments specified in Table 1 of Schedule 3 upon termination of his or her employment.
- (b) Subject to a greater entitlement under clause 29.9(a), a Redundant Employee is entitled to receive the payments set out in Table 2 of Schedule 3 upon termination of his or her employment.
- (c) For the purpose of the Scales of Payment set out in Schedule 3, a weeks' pay means the weekly rate for the classification in which the Employee was employed immediately prior to termination, including any permanent allowances except for higher duties allowance, meal allowance and living away from home allowance. If an Employee is in receipt of an on-call allowance at the date of the termination of his or her employment, this allowance will form part of the Employee's week's pay.
- (d) An Employee who terminates their employment during the period of notice will be entitled to the same benefits and payments under this clause as if they had remained with TasNetworks until the expiry of such notice. However, in such circumstances, the Employee will not be entitled to payment in lieu of notice.
- (e) In the event that an Employee dies prior to the proposed termination date, TasNetworks will pay all entitlements under this Agreement directly to that Employee's estate.
- (f) For the purposes of Schedule 3, a Redundant Employee's period of Continuous Service is calculated in accordance with its definition.
- (g) Eligibility for severance payments will apply only to a Redundant Employee whose employment is terminated as a consequence of his or her Redundancy Situation. The payments do not apply to:
  - (i) an Employee who unreasonably refuses to transfer to alternative employment;
  - (ii) an Employee who unreasonably refuses training or re-training; or
  - (iii) an Employee who:
    - A. retires;
    - B. resigns for any reason;
    - C. elects to retire early for personal reasons;
    - D. has his or her employment terminated as a consequence of conduct or capacity;

- E. is a Transferring Employee who has accepted an offer of employment under clause 29.6; or
  - F. subject to clause 29.12, an Employee who is employed on a Casual or Fixed Term or Fixed Task basis.
- (h) In addition to the payments prescribed in these redundancy provisions, a Redundant Employee is also entitled to receive any entitlements due to the Redundant Employee under the following provisions of this Agreement and/or relevant legislation:
- (i) accrued Annual Leave and leave loading entitlements;
  - (ii) Long Service Leave; and
  - (iii) any relevant entitlement pursuant to the *Retirement Benefits Act* 1993 (Tas).

#### **29.10 Apprentices and redundancy provisions**

Where an Apprentice or trainee is employed by another employer but performs work at TasNetworks, the period of that employment will be recognised by TasNetworks as continuous employment for the purposes of these redundancy provisions if that Apprentice or trainee is employed by TasNetworks within three (3) months of completing their formal training.

#### **29.11 How do these redundancy provisions affect ordinary dismissal?**

These redundancy provisions do not affect TasNetworks' ability to dismiss an Employee in the ordinary course of its business without being required to give the notice specified in clause 29.2 or to make a severance payment in accordance with clause 29.9.

#### **29.12 Fixed Term or Fixed Task and redundancy provisions**

- (a) Where an Employee is employed on a Fixed Term or Fixed Task basis and subsequently accepts a role as an Ongoing Employee, the period during which the Employee was employed on a Fixed Term or Fixed Task basis will be recognised by TasNetworks as continuous employment for the purposes of these redundancy provisions if the Employee is employed by TasNetworks as an Ongoing Employee within three (3) months of completing the Fixed Term or Fixed Task role.
- (b) In addition to clause 29.12(a), where an Employee is employed on a Fixed Term or Fixed Task basis as at the Commencement Date and subsequently accepts a role as an Ongoing Employee:
  - (i) subject to meeting the requirement of clause 29.12(a); and
  - (ii) in addition to any entitlements under clause 29.12(a),

the Employee will, upon acceptance of the role as an Ongoing Employee, be taken to be a Grandfathered Redundant Employee.

### **29.13 Relocation expenses**

If an Employee who was recruited from outside Tasmania (and the removal costs of that relocation were met by TasNetworks on appointment in accordance with the relocation assistance policy):

- (a) becomes a Redundant Employee within twelve (12) months of appointment; and
- (b) elects to move interstate on the termination of his or her employment within three (3) months of such termination,

TasNetworks will meet travel and removal expenses associated with the Employee's move interstate up to the amount of the relocation costs met by TasNetworks on the Employee's appointment.

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## **30. Termination of employment**

### **30.1 What are the notice periods?**

- (a) An Employee may terminate his or her employment with TasNetworks by giving four (4) weeks' written notice to his or her Leader. This period may be varied by agreement at the time of giving notice.
- (b) TasNetworks may terminate the employment of an Employee by giving four (4) weeks' written notice.
- (c) If the Employee is over 45 years of age with two or more years of Continuous Service with TasNetworks, TasNetworks will give the Employee one (1) additional weeks' notice.
- (d) TasNetworks may pay an Employee in lieu of all or part of the notice periods.

### **30.2 What are the exclusions to notice periods?**

The period of notice specified in this clause 30 does not apply in the case of dismissal for serious misconduct or Fixed Term or Fixed Task employment.

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## **31. Flexibility**

### **31.1 How can an Employee be part of an individual flexibility arrangement?**

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

- (a) the Agreement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) Overtime rates;
  - (iii) Penalty Rates;
  - (iv) allowances;

- (v) leave loading;
  - (vi) phased in retirement;
  - (vii) hours of work; and
  - (viii) introduction of shifts;
- (b) the arrangement meets the genuine needs of TasNetworks and the Employee in relation to one or more of the matters specified in clause 31.1(a); and
  - (c) the arrangement is genuinely agreed to by TasNetworks and the Employee.

**31.2 What are the obligations on TasNetworks as the employer for an individual flexibility arrangement?**

- (a) TasNetworks must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the FW Act;
  - (ii) are not unlawful terms under section 194 of FW Act; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (b) TasNetworks must ensure that each individual flexibility arrangement:
  - (i) is in writing;
  - (ii) includes the name of TasNetworks and the Employee;
  - (iii) is signed by TasNetworks and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
  - (iv) includes details of:
    - A. the terms of the Agreement that will be varied by the arrangement;
    - B. how the arrangement will vary the effect of the terms;
    - C. 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
  - (v) states the day on which the arrangement commences.
- (c) TasNetworks must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to; and
- (d) TasNetworks or the Employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or

- (ii) if TasNetworks and Employee agree in writing — at any time.

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## **32. Consultations**

### **32.1 What are the consultation requirements?**

This clause applies if TasNetworks:

- (a) has made a 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.

### **32.2 When can an Employee appoint a representative?**

- (a) The relevant Employee may appoint a representative for the purposes of the procedures in this clause 32.
- (b) If:
  - (i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (ii) the Employee or Employees advise TasNetworks of the identity of the representative;

TasNetworks must recognise the representative.

### **32.3 What happens with a major change?**

For a major change referred to in clause 32.1(a):

- (a) TasNetworks must notify the relevant Employees of the decision to introduce the major change; and
- (b) clause 32.2, 32.4 and 32.5 applies.

### **32.4 What must TasNetworks consult on?**

- (a) As soon as practicable after making its decision, TasNetworks must:
  - (i) discuss with the relevant Employees:
    - A. the introduction of the change;
    - B. the effect the change is likely to have on the Employees;
    - C. measures TasNetworks is taking to avert or mitigate the adverse effect of the change on the Employees; and
  - (ii) for the purposes of the discussion—provide, in writing, to the relevant Employees:

- A. all relevant information about the change including the nature of the change proposed; and
- B. information about the expected effects of the change on the Employees; and
- C. any other matters likely to affect the Employees.

**32.5 What is the scope of this consultation obligation?**

- (a) TasNetworks is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (b) TasNetworks must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (c) If another term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of TasNetworks, the requirements set out in clause 32.3(a) and clause 32.3(b) are taken not to apply.
- (d) In this clause, a major change is likely to have a significant effect on Employees if it results in:
  - (i) the termination of the employment of Employees; or
  - (ii) major change to the composition, operation or size of TasNetworks' workforce or to the skills required of Employees; or
  - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain Employees; or
  - (vi) the need to relocate Employees to another workplace; or
  - (vii) the restructuring of jobs.

**32.6 What is a change to regular roster or Ordinary Hours of Work?**

- (a) For a change referred to in 32.1(b):
  - (i) TasNetworks must notify the relevant Employees of the proposed change; and
  - (ii) as soon as practicable after proposing to introduce the change, TasNetworks 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:
  - 1) all relevant information about the change, including the nature of the change; and
  - 2) information about what TasNetworks reasonably believes will be the effects of the change on the Employees; and
  - 3) information about any other matters that TasNetworks reasonably believes are likely to affect the Employees; and
  - 4) 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).
- (b) TasNetworks is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (c) TasNetworks must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- (d) In this clause 32, relevant Employees means the Employees who may be affected by a change referred to in clause 32.1.
- (e) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (f) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

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### **33. Dispute**

- (a) In the event of a dispute about a matter pertaining to this Agreement, or in relation to the NES, the dispute will be dealt with according to the procedure set out in this clause.
- (b) TasNetworks or the Employee(s) may appoint, at any time, another person, organisation or association to accompany and/or represent them for the purposes of clause 33.
- (c) The process for resolving a dispute is set out below. Discussions at any step of the procedure shall not be unreasonably delayed by any party.

Step 1: the parties will in the first instance attempt to resolve any issue, grievance or dispute at the local level, involving relevant Employee(s) and their immediate Leader. Where the dispute concerns alleged inappropriate actions of the immediate

Leader an employee may bypass this step in the process. Such discussion should, where practicable, commence within one business day of the Employee(s) providing a written notice of dispute to TasNetworks that sets out as a minimum:

- (i) the matters in dispute; and
- (ii) where practicable, a proposal for how the dispute may be resolved.

Step 2: if the dispute is not resolved in Step 1 the Employee or, if the Employee so chooses, the Employee's nominated representative, may refer the matter to the next higher level of Leader. Such discussion should, where practicable, commence within one business day after the request by the Employee or the Employee's nominated representative.

Step 3: if the dispute is still unresolved after discussions mentioned in Step 2, the matter will be reported to the General Manager of the Employee's Division and/or the General Manager People and Performance. Such discussion should, where practicable, commence within one business day of the matter being reported to the General Manager(s). This should occur as soon as practicable after it is evident that discussions under Step 1 and 2 are unlikely to result in resolution of the dispute.

- (d) At each step of the dispute, a timeframe for completing that step is to be agreed in writing between the Employee(s) and TasNetworks taking into account:
  - (i) the complexity and importance of matter/s in dispute; and
  - (ii) the length of time required to complete an investigation, if TasNetworks determines that the dispute requires an investigation.
- (e) A dispute will not be referred to the next step until a genuine attempt to resolve the matter has been made at the appropriate workplace level.
- (f) If the dispute remains unresolved after the parties to the dispute have genuinely attempted to reach a resolution through Steps 1 - 3, either party may refer the dispute to the FWC for resolution.
- (g) The FWC may deal with the dispute in 2 stages:
  - (i) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (ii) if, in the opinion of the FWC, all reasonable attempts have been made to resolve the dispute in accordance with clause 33(g)(i) above but the dispute remains unresolved, the FWC may then:
    - A. arbitrate the dispute; and
    - B. make a determination that is binding on the parties.



- (h) While the dispute resolution procedure is being conducted, work must continue as directed and safely in accordance with this Agreement and the FW Act.
- (i) A decision of the FWC under this dispute resolution procedure will bind the parties, notwithstanding either party exercising the right of appeal against the decision to a Full Bench.
- (j) The parties will comply with any decision made by the Full Bench once made and communicated to the parties, subject to any appeal rights or other order from the FWC.

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**34. Superannuation**

- (a) TasNetworks makes superannuation contributions in accordance with the Superannuation Guarantee System.
- (b) Clause 34(a) does not apply to Employees who are members of the RBF Contributory Scheme. The RBF Contributory Scheme is a defined benefit scheme. Benefits are based on a formula determined by the RBF. This scheme closed to new Employees from 15 May 1999.
- (c) If an Employee elects to salary sacrifice for the purposes of superannuation, TasNetworks will meet any administration costs charged by the provider of TasNetworks' salary sacrificing.
- (d) Where an Employee elects to make personal contributions to superannuation through salary sacrificing, the Employee's Ordinary Pay will not be reduced by the amount of the personal contribution to superannuation for the purposes of calculating Overtime.

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**35. Miscellaneous**

**35.1 Prior Agreements**

This Agreement supersedes all prior representations, warranties, covenants and guarantees.

**35.2 Waiver**

No waiver of any breach of any term of this Agreement will be effective unless that waiver is in writing, and no waiver of any breach will be or be deemed to be a waiver of any other or any subsequent breach.

**35.3 Severance**

If a term of this Agreement offends any statute or rule of law that would render it void, voidable or unenforceable, it will be given meaning and effect as near as possible to its original operation.

#### **35.4 Effect of Agreement**

This Agreement wholly replaces the Aurora Energy Agreement 2011 and the Transend Networks Pty Ltd Enterprise Agreement 2011.

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### **36. Interpretation and Definitions**

#### **36.1 How will terms in this contract be interpreted?**

In this Agreement unless otherwise clearly intended:

- (a) a reference to a document (including this Agreement) includes any variation or replacement of it;
- (b) a reference to a clause, paragraph, schedule, appendix or annexure is a reference to a clause or paragraph or a schedule, appendix or annexure to this Agreement and a reference to this Agreement includes any schedules, appendices or annexures;
- (c) a reference to a statute includes a reference to, or citation of, all enactments amending or consolidating the statute and to an enactment substituted for the statute;
- (d) a reference to a body other than a party to this Agreement:
  - (i) which ceases to exist; or
  - (ii) the powers or functions of which are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

#### **36.2 What are the meanings of defined terms?**

**Accustomed Workplace** means:

- (a) an Employee's agreed workplace as set out in his or her contract of employment; or
- (b) an Employee's usual place of work as directed by TasNetworks; or
- (c) if an Employee has an approved work from home arrangement, that Employee's Report Centre.

**Agreement** means this agreement, known as TasNetworks Agreement 2016-2019.

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

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

**Carer's Leave** has the meaning given in clause 20.1.

**Casual Employee** means an Employee engaged on a Casual basis in accordance with clause 6.5.

**Classification and Remuneration Table** means the Classification and Remuneration Table set out in Schedule 1.

**Classification Band** means the classification band as specified in column 1 of the Classification and Remuneration Table set out in Schedule 1.

**Commencement Date** means the date this Agreement commences, being seven (7) days after it is approved by the FWC.

**Community Service Leave** means leave referred to in clause 25.

**Compassionate Leave** means leave referred to in clause 22.1(a).

**Continuous Service** has the same meaning as in the FW Act.

**Continuous Shiftwork** means work performed in accordance with a roster that requires consecutive shifts to be performed for twenty-four (24) hours a day, seven (7) days a week (including Sundays and Public Holidays) and which requires Employees to rotate or alternate in the working of such shifts.

**Continuous Shiftworker** means an Employee who regularly performs Continuous Shiftwork.

**CPI** means the percentage increase in the All Groups Consumer Price Index: Hobart for the March quarter of the preceding year to the March quarter of the current year published by the Australian Bureau of Statistics in accordance with the *Census and Statistics Act 1905* (Cth).

**Day Worker** means an Employee as defined in clause 8.2.

**Defence Leave** means leave referred to in clause 26.

**Division** means a recognised area of TasNetworks' business reporting to a single General Manager which contains Work Groups.

**Electricity Discount** means the electricity discount referred to in clause 18.

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

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

**Family Violence** has the meaning given in section 7 of the *Family Violence Act 2004* (Tas).

**Family Violence Leave** means family violence leave referred to in clause 21.

**Fixed Term Employee or Fixed Task Employee** means an employee engaged for a specific period of time or for a specific task in accordance with clause 6.4.

**FW Act** means the Fair Work Act 2009 (Cth) or any successor to that Act.

**FWC** means the Fair Work Commission or any successor to that entity.

**Grandfathered Redundant Employee** means an Employee as specified in clause 29.1(c).

**Immediate Family** means:

- (a) a Partner, child, parent, grandparent, grandchild or sibling of an Employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a partner of an Employee.

**Leader** means an employee who has responsibility for the supervision or coordination of a Work Group or Division.

**Long Service Leave** means long service leave referred to in clause 24.

**Mobilisation** means when an Employee must attend a work site to respond to a call.

**NES** means the National Employment Standards under the FW Act.

**New Employee** means an Employee who commences employment with TasNetworks after the Commencement Date.

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

**Non-Continuous Shiftworker** means an Employee working shiftwork other than shifts covering 24 hours a day, seven days per week.

**On-Call** means when an Employee is required pursuant to a roster to be available for after hours duty to ensure the safety of the community and/or continuity of electricity to TasNetworks' customers.

**Ongoing Employee** means an Employee engaged on an ongoing basis subject to notice and termination provisions in this Agreement who is not a Casual Employee or a Fixed Term Employee or Fixed Task Employee.

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

**Ordinary Hours of Work** means the hours worked by an Employee in accordance with clauses, 8.3, 8.5 and 8.6.

**Ordinary Pay** means the hourly rate payable to an Employee based on the Employee's annual salary contained within the Classification and Remuneration Table in Schedule 1. Ordinary Pay does not include overtime, incentive-based payments, bonuses, loadings, Penalty Rates, monetary allowances (shift allowance, on call allowance, meal allowance, higher duties allowance, living away from home allowance, and the first aid allowance) or any other similar separately identifiable entitlement.

**Overtime** means:

- (a) in respect to a full-time Employee, work performed by an Employee, when required by TasNetworks, in excess of his or her Ordinary Hours of Work; and
- (b) in respect to a part-time Employee, work performed by an Employee, when required by TasNetworks, in excess of his or her agreed Ordinary Hours of Work.

**Partner** means:

- (a) partner or former partner; or
- (b) a person in a “significant relationship” as defined in the Relationships Act 2003 (Tas) with the Employee or person who was formerly in a “significant relationship” with the Employee.

**Parental Leave** means leave referred to in clause 23.1(a).

**Penalty Rate** means the loading for work performed on a Saturday, Sunday or Public Holiday.

**Permanent Incapacity** means a personal illness or injury that permanently prevents an Employee from performing his or her Ordinary Duties and/or performing his or her Ordinary Hours of Work.

**person** includes any body, corporation or individual.

**Personal Leave** has the meaning given in clause 20.1.

**Projected Shift Penalty** means the penalty rate that a Shiftworker would have received had that Employee worked a shift period and not taken leave.

**Public Holiday** has the meaning given to it by clause 28.

**Redundancy Situation** means a situation as described in clause 29.1.

**Redundant Employee** means an Employee as described in clause 29.1.

**Report Centre** means the Accustomed Workplace of the Employee's Leader.

**Roster Cycle** means the period over which a series of rosters are set by TasNetworks.

**Shift Cycle** means the shifts worked by an Employee pursuant to a roster.

**Shiftworker** means either a Continuous Shiftworker or a Non-Continuous Shiftworker.

**Sick Leave** has the meaning given in clause 20.1.

**Special Leave** means special leave referred to in clause 27.

**Superannuation Guarantee System** means the compulsory superannuation guarantee system under the *Superannuation Guarantee (Administration) Act 1992*.

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

**Supporting Partner** means an Employee whose Partner is the primary caregiver of his or her child.

**TasNetworks** means Tasmanian Networks Pty Ltd (ABN 24 167 357 299).

**Temporary Incapacity** means:

- (a) a personal illness or injury that temporarily prevents an Employee from performing his or her ordinary duties and/or his or her ordinary hours of work; and
- (b) is not a Permanent Incapacity.

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

**Voluntary Emergency Management Activity** is limited to an activity engaged in by an Employee that:

- (a) involves dealing with an emergency or natural disaster; and
- (b) is engaged in on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
- (c) the Employee is a member of, or has a member-like association with, a recognised emergency management body; and
- (d) either:
  - i. the employee was requested by or on behalf of the body to engage in the activity; or
  - ii. no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

**Work Group** means a group of Employees within a Division.

**EXECUTED BY THE PARTIES**

**SIGNED on behalf and with the authority  
of TasNetworks by:**

Signature of the Authorised Person: \_\_\_\_\_

Name in Full: \_\_\_\_\_

Position: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

On this date: \_\_\_\_\_

**SIGNED by [insert name]**

Signature of [insert name] \_\_\_\_\_

Name in Full: \_\_\_\_\_

Occupation: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

On this date:

# **SCHEDULE 1: CLASSIFICATION AND REMUNERATION TABLE**

Classification Band	Remuneration Type	Salary Range***	Market Range for eligible roles***
5.1	Employment Cost*	\$102,479 - \$144,720	\$102,479 - \$156,580
5	Base Salary**	\$87,394 - \$123,391	\$87,394 - \$132,859
4	Base Salary**	\$74,285 - \$104,872	\$74,285 - \$122,039
3	Base Salary**	\$62,216 - \$87,914	\$62,216 - \$101,751
2	Base Salary**	\$50,980 - \$71,892	\$50,980 – \$82,920
1	Base Salary**	\$40,263 – \$56,806	\$40,263 – \$65,025

\*Employment Cost – the figures in this range includes superannuation, loadings etc

\*\*Base Salary – the figures in these salary ranges exclude superannuation, loadings etc

\*\*\* Salary Range and Market Range are effective 2016/2017



## SCHEDULE 2 – ALLOWANCES AND OVERTIME

**Table One - Shift Allowance for Continuous Shiftworkers**

Clause 8.6	Shift Allowance
1 July 2016	(\$3.32) (\$124.34/week)
1 July 2017	(\$3.38) (\$126.83/week)
1 July 2018	(\$3.45) (\$129.37/week)
1 July 2019	(\$3.52) (\$131.96/week)

**Table Two (Overtime)**

Clause 9	Overtime Calculation	
Clause 9.2(b)(i)	Annual Salary Cap	Overtime Rate Calculated on the hourly rates
Commencement Date	\$89,726	\$45.88
1 July 2017	\$91,521	\$46.80
1 July 2018	\$93,351	\$47.73
1 July 2019	\$95,218	\$48.69

**Table Three (On Call Allowance)**

<b>Clause 12</b>	<b>On Call Allowance (Daily Rate)</b>			
<b>On Call Frequency</b>	<b>1 July 2016</b>	<b>1 July 2017</b>	<b>1 July 2018</b>	<b>1 July 2019</b>
<ul style="list-style-type: none"> <li>• 1 in 3 weeks or less; or</li> <li>• non-Mobilisation call rosters</li> </ul>	\$68.70	\$70.07	\$71.48	\$72.90
1 in 4 weeks	\$57.57	\$58.72	\$59.90	\$61.09
1 in 5 weeks or more	\$46.42	\$47.35	\$48.30	\$49.26

**Table Four (Allowances)**

<b>Clause</b>	<b>Type of Allowance</b>	<b>Allowance (\$) adjusted on 1 July each year in accordance with CPI</b>
Clause 13	Meal Allowance	\$15.54
Clause 15	Living Away from Home Allowance	Daily limit of \$103.72 including: <ul style="list-style-type: none"> <li>• breakfast component \$18.98;</li> <li>• lunch component \$23.32;</li> <li>• dinner component \$43.39; and</li> <li>• incidental component \$18.03.</li> </ul>
Clause 16	First Aid Allowance (weekly)	\$13.36

**Table Five (Annual Leave Loading)**

<b>Clause 19.10(b)</b>	<b>Maximum Annual Leave Loading</b>
Commencement Date	\$1,315.83
1 July 2017	\$1,342.15
1 July 2018	\$1,368.99
1 July 2019	\$1,396.37

### **SCHEDULE 3 – REDUNDANCY**

**Table 1 - Redundancy Scale for Grandfathered Redundant Employees**

<b>Completed Years of Service</b>	<b>Total Weeks of Payment</b>	<b>Completed Years of Service</b>	<b>Total Weeks of Payment</b>
<b>1</b>	<b>6</b>	<b>22</b>	<b>66</b>
<b>2</b>	<b>8</b>	<b>23</b>	<b>69</b>
<b>3</b>	<b>11</b>	<b>24</b>	<b>72</b>
<b>4</b>	<b>14</b>	<b>25</b>	<b>75</b>
<b>5</b>	<b>16</b>	<b>26</b>	<b>78</b>
<b>6</b>	<b>18</b>	<b>27</b>	<b>81</b>
<b>7</b>	<b>21</b>	<b>28</b>	<b>84</b>
<b>8</b>	<b>24</b>	<b>29</b>	<b>87</b>
<b>9</b>	<b>27</b>	<b>30</b>	<b>90</b>
<b>10</b>	<b>30</b>	<b>31</b>	<b>93</b>
<b>11</b>	<b>33</b>	<b>32</b>	<b>96</b>
<b>12</b>	<b>36</b>	<b>33</b>	<b>99</b>
<b>13</b>	<b>39</b>	<b>34</b>	<b>102</b>
<b>14</b>	<b>42</b>	<b>35</b>	<b>105</b>
<b>15</b>	<b>45</b>	<b>36</b>	<b>108</b>
<b>16</b>	<b>48</b>	<b>37</b>	<b>111</b>
<b>17</b>	<b>51</b>	<b>38</b>	<b>114</b>
<b>18</b>	<b>54</b>	<b>39</b>	<b>117</b>
<b>19</b>	<b>57</b>	<b>40</b>	<b>120</b>

<b>20</b>	<b>60</b>	<b>41</b>	<b>123 (uncapped)</b>
<b>21</b>	<b>63</b>		

**Table 2 - Redundancy Scale for Redundant Employees who not Grandfathered Redundant Employees**

<b>Completed Years of Service</b>	<b>Total Weeks of Payment</b>
<b>1</b>	<b>6</b>
<b>2</b>	<b>8</b>
<b>3</b>	<b>11</b>
<b>4</b>	<b>14</b>
<b>5</b>	<b>16</b>
<b>6</b>	<b>18</b>
<b>7</b>	<b>21</b>
<b>8</b>	<b>24</b>
<b>9</b>	<b>27</b>
<b>10</b>	<b>30</b>
<b>11</b>	<b>33</b>
<b>12</b>	<b>36</b>
<b>13</b>	<b>39</b>
<b>14</b>	<b>42</b>
<b>15</b>	<b>45</b>
<b>16</b>	<b>48</b>
<b>17</b>	<b>51</b>

>17	52 capped
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## **SCHEDULE 4: REVIEW AND MANAGEMENT OF ONGOING OR EXTENDED SICK LEAVE**

TasNetworks adopts the same best practice model for managing illness or injury regardless of whether it is a personal or work related matter. This is based on the principles of early intervention and pro-active rehabilitation. These techniques are very important in facilitating recovery, and are integral to the no debit sick leave system.

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### **1. Definitions**

- (a) **Extended Sick Leave** is where an Employee has taken more than 20 days' Sick Leave in any rolling 12 month period (whether the leave is taken as consecutive working days, or taken from time to time during the period).
- (b) **Independent Medical Expert** means a registered medical practitioner who either practices in the field of occupational medicine or is a medical specialist in a field that relates to the Employee's incapacity.

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### **2. Meeting to Discuss Extended Sick Leave**

- (a) Where an Employee has taken Extended Sick Leave, TasNetworks may (acting reasonably) ask the Employee to meet with their Leader.
- (b) The purpose of the meeting will be to discuss ways in which the Extended Sick Leave can be managed and may include discussion about:
  - (i) the Employee's capacity to perform the inherent requirements of his or her current role;
  - (ii) the estimated duration of any assessed incapacity;
  - (iii) safe return to work or continued work;
  - (iv) support; and
  - (v) the requirement to participate in a medical assessment(s).
- (c) TasNetworks commits to managing and informing the Employee of their sick leave usage prior to any formal discussions.

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### **3. Medical Assessment**

- (a) Where the Employee has taken Extended Sick Leave, TasNetworks may require the Employee to participate in a medical assessment(s). A medical assessment in these circumstances is reasonable because it will allow TasNetworks to:
  - (i) support any ongoing absence and access to leave entitlements;
  - (ii) manage the Employees absence operationally;
  - (iii) prepare for the Employee's return to work; and

- (iv) ensure that the Employee only performs work that it is safe for them to perform.
  - (b) TasNetworks will ensure the Employee is advised of the reasons for the medical and/or occupational reasons for the medical assessment.
  - (c) The medical assessment may involve a request for the medical expert's opinion as to whether the Employee is:
    - (i) fit to undertake the inherent requirements and job demands of their current position;
    - (ii) fit to perform their current role with reasonable modifications or adjustments and/or a rehabilitation program (and for what period);
    - (iii) presently unfit but will be fit to return to their current role at some stage in the foreseeable future;
    - (iv) unfit for their current position now but will be fit to return to modified or alternative duties in the foreseeable future;
    - (v) unfit for their current role but fit for alternative duties (and if so what) on a temporary or permanent basis; and
    - (vi) permanently unable to carry out their current role.
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#### **4. Who will undertake the assessment?**

- (a) TasNetworks may obtain written reports from:
    - (i) a registered medical practitioner of the Employee's choice; and/or
    - (ii) a registered medical practitioner of TasNetworks' choice.
  - (b) A medical report from a medical practitioner of TasNetworks' choice will only be requested after TasNetworks has reviewed a medical report(s) from the Employee's medical practitioner of choice and TasNetworks has determined that:
    - (i) the report provided does not adequately address the concerns surrounding the Employee's capacity to work;
    - (ii) the Employee's condition requires the assessment of a more specialised medical practitioner; and/or
    - (iii) if following a request by TasNetworks for a report(s) no such report(s) is provided within a reasonable period of time.
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#### **5. How will the medical assessment be obtained?**

- (a) TasNetworks may write to the medical expert requesting a written report.
- (b) A written request for a report may include the following:



- (i) any relevant history;
  - (ii) risks or concerns which provide reasonable grounds for the basis for the fitness for work assessment;
  - (iii) a position description and/or task/duties list;
  - (iv) relevant reports or other documents;
  - (v) details of any reasonable modifications or adjustments to the current position or alternative suitable positions that may be available;
  - (vi) an invitation to the medical expert to visit the workplace and observe relevant tasks being performed; and
  - (vii) specific questions relating to capacity to return to work.
- (c) In some circumstances, it may be reasonable for TasNetworks and the Employee to meet with the medical expert and discuss the fitness for work assessment or for TasNetworks to discuss the matter on the phone. TasNetworks will only do so with the Employees' consent which should not be unreasonably withheld. In some cases this will allow the medical expert to better explain matters which are unclear and allow the information to be obtained faster. In these circumstances a written report may not be necessary.

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**6. Who will pay for the medical assessment?**

- (a) TasNetworks will bear the cost of the medical assessment.
- (b) Employees will be required to pay the cost of any reasonable personal treatment.

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**7. Resolving differences in medical opinion**

- (a) Where medical opinions have been obtained which are inconsistent, an Independent Medical Expert who either practices in the field of occupational medicine, or is a medical specialist in a field that relates to the Employee's Temporary Incapacity, will be selected through agreement with the Employee's treating registered medical practitioner.
- (b) TasNetworks may require the Employee to be examined by the Independent Medical Expert.
- (c) TasNetworks may ask the Independent Medical Expert to contact the medical experts who have provided inconsistent opinions with a view to reconciling their respective opinions.
- (d) The Independent Medical Expert will be asked to provide a written report. Findings and recommendations contained in the written report will be binding on TasNetworks and the Employee.

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**8. Employee obligations**

The Employee must reasonably comply with this Schedule including:

- (a) attend meetings with TasNetworks to discuss their Extended Sick Leave;
- (b) attend appointments for medical assessments;
- (c) provide an authority to TasNetworks authorising a medical expert to provide a verbal or written medical assessment;
- (d) provide relevant information to enable TasNetworks to manage the Employee's Sick Leave or return to work safely; and
- (e) provide relevant information from their treating medical expert.

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**9. Outcome of assessment**

- (a) The Employee will not be entitled to Sick Leave where there is medical evidence that the Employee is fit to return to their position or modified duties or alternative duties within their level of skill and experience that can be reasonably provided.
- (b) Where an Employee is fit for reduced hours of work they will not be entitled to Sick Leave for the hours they are fit to work.

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**10. Failure by an employee to comply**

- (a) If the Employee fails to comply with their obligations under this Schedule, TasNetworks may give the Employee notice in writing stating:
  - (i) the obligation(s) that the Employee has failed to comply with; and
  - (ii) that the Employee's entitlement to paid Sick Leave is suspended on the date stated in the notice.
- (b) TasNetworks must resume paying any Sick Leave entitlement where the Employee:
  - (i) provides a reasonable explanation for the failure to comply; or
  - (ii) complies with the relevant obligation.
- (c) If the Employee refuses a reasonable and lawful direction to comply with an obligation under this Schedule TasNetworks may take disciplinary action which may result in termination of employment.

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**11. Permanent Incapacity**

- (a) In the event an Employee suffers from a Permanent Incapacity, or an Employee's Temporary Incapacity becomes a Permanent Incapacity, TasNetworks will, in consultation with the Employee, make every effort to identify an alternative suitable position within TasNetworks. Such an assessment will include a consideration of:
  - (i) whether an alternative suitable position exists and can be offered to

- the Employee;
  - (ii) whether the Employee's position can be re-designed; or
  - (iii) whether the Employee's Ordinary Hours of Work can be reduced.
- (b) In undertaking this assessment, TasNetworks will assess each Employee's circumstances on a case-by-case basis, taking into account TasNetworks' business needs and the needs of the Employee. Such factors will include:
  - (i) the availability of alternative suitable position(s);
  - (ii) medical advice;
  - (iii) the skills, experience and competency of the Employee; and
  - (iv) opportunities for re-training.
- (c) If an Employee accepts an offer of an alternative suitable position from TasNetworks, the salary and conditions of employment will be those salary and conditions of the alternative suitable position.
- (d) If an alternative suitable position is not identified and/or offered, the Employee's contract of employment ceases.
- (e) Where an Employee's contract of employment ceases as the result of a Permanent Incapacity, TasNetworks will provide the Employee with support during this period. The support provided by TasNetworks will include:
  - (i) a notification period of at least three (3) months from the date the decision is made that the Employee's contract of employment will cease; and
  - (ii) transitional assistance up to the value of two-thousand dollars (\$2,000) for an Employee with less than twenty-five (25) years of service or up to the value of four-thousand dollars (\$4,000) for an Employee with twenty-five (25) years' service or more. This assistance will be arranged by TasNetworks in consultation with the Employee and may include services such as specific counselling, and re-training assistance.
- (f) An Employee may be represented by their union or a person of their choice in any discussions concerning the status of their incapacity, and the opportunities for on-going employment.

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**12. Application of this Schedule**

Nothing contained in this Schedule affects:

- (a) Employee's ongoing entitlements to take paid personal leave in accordance with the *Fair Work Act 2009* (Cth), where the Employee has a positive statutory balance, providing that the Employee complies with the notice and evidence requirements;
- (b) Work Health and Safety obligations;
- (c) TasNetworks' ability to reasonably obtain medical evidence and require an Employee's co-operation with that process in circumstances where the Employee has not taken Extended Sick Leave but there are reasonable concerns or issues which that relate to an Employee's capacity to carry out the requirements of their position in a way that ensures their safety and/or the safety of others in the workplace.

**SCHEDULE 5:****PERFORMANCE PRINCIPLES**

- (a) The criteria for the determination of performance will be objective, measurable, achievable and time bound.
- (b) Key performance indicators and measures will be established and agreed at the commencement of the performance cycle.
- (c) The performance cycle is a nominal 12 month cycle reflective of the financial year.
- (d) Discussions will be held between leaders and team members on performance against performance objectives during the performance cycle as regularly as reasonably determined based on operational and personal circumstances.
- (e) Development opportunities where reasonably available and viable will be identified and tracked as part of the review process.
- (f) Where there is agreement that an individual has exceeded the agreed performance indicators and measures in the performance year they will then receive the performance component of the salary movement.

It is not intended that this clause impose any obligations on any party that are unreasonable or contrary to the operation of applicable laws.

For the avoidance of doubt the:

- (a) Performance process (other than the fact of completion of a performance plan and review in 2016/2017 under clause 11.4);
- (b) Position descriptions; and
- (c) Job evaluation system,

do not form part of this Agreement.