

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA10/16

**TITLE:** Country Energy Enterprise Agreement 2009

**I.R.C. NO:** IRC9/1952

**DATE APPROVED/COMMENCEMENT:** 17 December 2009 / 1 July 2009

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** New.

**GAZETTAL REFERENCE:** Published 26 February 2010

**DATE TERMINATED:**

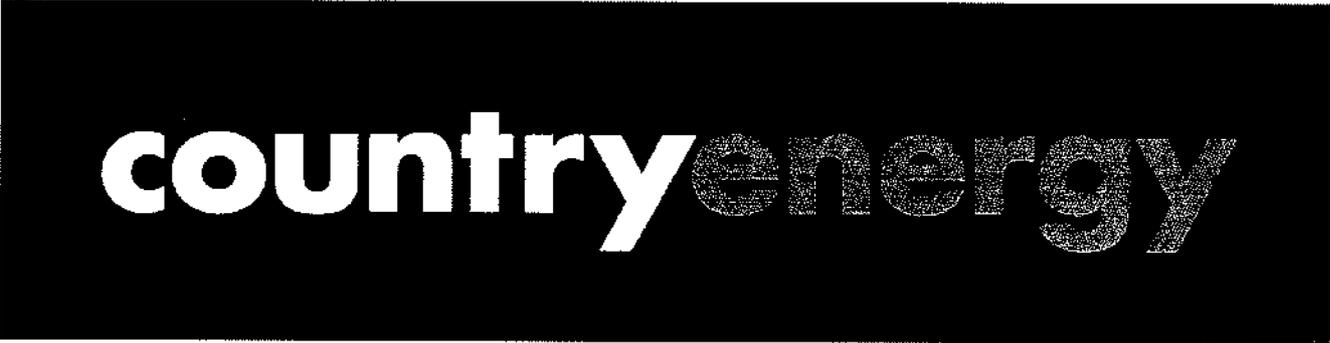
**NUMBER OF PAGES:** 62

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed in the classifications in Table 1 employed by Country Energy, who fall within the coverage of the

**PARTIES:** Country Energy -&- the Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch)

EX 1  
MIFWD  
15/12/09



**ENTERPRISE AGREEMENT 2009**

<b>SECTION ONE – ADMINISTRATIVE PROVISIONS .....</b>		<b>5</b>
1	COVERAGE AND PARTIES .....	5
2	DATE AND PERIOD OF OPERATION.....	5
3	OBJECTIVES .....	5
4	POLICIES AND PROCEDURES.....	6
5	FUTURE NEGOTIATIONS .....	6
6	DEFINITIONS.....	6
7	SAFETY.....	6
8	ANTI-DISCRIMINATION.....	7
9	ENTERPRISE AGREEMENTS.....	7
10	CONSULTATION.....	7
11	CONSULTATIVE COMMITTEE.....	8
12	GRIEVANCE RESOLUTION PROCEDURE.....	9
13	PAYMENT .....	10
14	CLASSIFICATION AND RATES OF PAY.....	10
15	CALCULATION OF SERVICE .....	10
16	APPOINTMENTS AND PROGRESSION.....	11
17	SECURE EMPLOYMENT.....	11
18	SALARY SACRIFICE.....	13
19	SUPERANNUATION .....	14
<b>SECTION 2 – HOURS OF WORKS PROVISIONS.....</b>		<b>15</b>
1	HOURS OF WORK.....	15
2	SHIFTWORK.....	16
3	OVERTIME.....	21
4	ON - CALL.....	23
5	MEAL TIMES AND ALLOWANCES .....	27
6	TRAVELLING TIME AND FARES .....	28
<b>SECTION 3 - EMPLOYMENT PROVISIONS .....</b>		<b>30</b>
1	TERMS OF EMPLOYMENT.....	30
2	TYPES OF EMPLOYMENT .....	31
3	PERFORMING ALTERNATIVE WORK .....	32
4	WORKING AWAY FROM HOME .....	33
5	WORKPLACE FLEXIBILITY .....	34

6	REDEPLOYMENT AND SALARY MAINTENANCE .....	35
<b>SECTION 4 LEAVE AND HOLIDAY PROVISIONS.....</b>		<b>36</b>
1	ANNUAL LEAVE .....	36
2	AWARD HOLIDAYS .....	36
3	SICK LEAVE .....	38
4	LONG SERVICE LEAVE .....	39
5	PERSONAL CARER'S LEAVE .....	41
6	PARENTAL LEAVE .....	43
7	JURY SERVICE LEAVE .....	45
8	BEREAVEMENT LEAVE .....	45
9	UNION TRAINING LEAVE .....	46
10	ACCIDENT LEAVE .....	46
<b>SECTION 5 – ALLOWANCES .....</b>		<b>48</b>
1	LEADING HAND ALLOWANCE .....	48
2	ELECTRICAL SAFETY RULES ALLOWANCE .....	48
3	FIRST AID AND CHIEF FIRE WARDEN ALLOWANCES .....	48
4	ISOLATION & CLIMATIC ALLOWANCES .....	49
5	AIRCRAFT ALLOWANCE.....	49
6	TELEPHONE ALLOWANCE .....	49
7	TRAINING ALLOWANCE .....	50
8	PRIVATE MOTOR VEHICLE - ALLOWANCES.....	50
9	MOVEMENT OF ALLOWANCES.....	50
<b>SECTION 6 - MISCELLANEOUS .....</b>		<b>51</b>
1	OUTSOURCING.....	51
2	DRIVERS' LICENCE.....	52
3	WET WEATHER .....	52
4	TOOLS .....	52
5	CLOTHING .....	52
6	UNION DELEGATES' RIGHTS.....	52
7	SUPPLY OF RESIDENCE .....	53
8	LEAVE RESERVED.....	53
9	NO EXTRA CLAIMS .....	53
<b>SECTION SEVEN - APPENDICIES .....</b>		<b>54</b>
APPENDIX 1 - UNUSED ACCRUED SICK LEAVE.....		54
APPENDIX 2 – ISOLATED AREAS – INCLUDING INDIGENOUS ISSUES .....		54

APPENDIX 3 – ENGAGEMENT OF LABOUR HIRE AGENCY WORKERS ..... 54  
APPENDIX 4 - TABLE 1: COUNTRY ENERGY RATES OF PAY ..... 55  
APPENDIX 5 - TABLE 2: COUNTRY ENERGY SHIFT ALLOWANCES..... 56  
APPENDIX 6 - TABLE 3: COUNTRY ENERGY ALLOWANCES ..... 56  
APPENDIX 7 - TABLE 4: COUNTRY ENERGY ELECTRICAL SAFETY ALLOWANCE..... 57  
APPENDIX 8 - ELECTRICAL SAFETY RULES ALLOWANCE GUIDELINE ..... 58



## **SECTION ONE – ADMINISTRATIVE PROVISIONS**

### **1 COVERAGE AND PARTIES**

- (i) This Agreement shall apply to Country Energy and its employees employed in the classifications contained in Table 1 of this Agreement.
- (ii) Existing employees employed in a Professional capacity whose rate of pay exceeds the base rate of a Professional Engineer Grade 8 (as varied under this Agreement) who are not employed under an employment agreement or a contract shall continue to have their terms and conditions of employment prescribed by this Agreement.
- (iii) This Agreement governs all employment, wages and conditions of the employees to whom this Agreement applies.
- (iv) This Agreement supersedes and replaces the Country Energy Enterprise Award 2007.
- (v) The parties to this Agreement are Country Energy, the Electrical Trades Union of Australia, New South Wales Branch, the United Services Union New South Wales Local Government, Administrative, Energy, Airlines & Utilities Union and the Association of Professional, Engineers, Scientists and Managers, Australia (NSW Branch).

### **2 DATE AND PERIOD OF OPERATION**

This Agreement shall commence on and from the first pay period beginning on or after the 1st July 2009 and shall remain in force up to 30 June 2011.

### **3 OBJECTIVES**

The agreed objectives of this Agreement are:

- (i) Demonstrated high value commitment to Occupational Health and Safety from Country Energy and all employees.
- (ii) Achievement of Country Energy's corporate business objectives and strategies.
- (iii) Delivery of quality customer service and continuous improvement programs.
- (iv) Development of the highest quality training, career opportunities and occupational health and safety programs and policies.
- (v) Recognition of the contributions of all employees to improvements in safety, productivity, efficiency and competitiveness, and their participation in the achievement of these objectives.
- (vi) To provide terms and conditions of employment in conjunction with operational policies and procedures.

#### 4 POLICIES AND PROCEDURES

All operational policy and procedures relating to conditions of employment shall be developed or altered in accordance with the consultation process set in Clause 10 of this Agreement. All such Policies will be made available at all Country Energy locations for access by all employees.

#### 5 FUTURE NEGOTIATIONS

At least three months before the nominal expiry of this Agreement the parties will commence negotiations for a replacement enterprise Agreement.

#### 6 DEFINITIONS

- (i) "Discharge" means termination of service as a consequence of retrenchments, reorganisation or shortage of work or other reason for which the employee may not be entirely responsible.
- (ii) "Dismissal" means termination of service for misconduct, inefficiency, unsatisfactory performance or repeated absences from work.
- (iii) "Resignation" means voluntarily leaving the service of Country Energy.
- (iv) "Retirement - Age" means termination of an employee's service with Country Energy:
  - a) As agreed between Country Energy and the employee, or
  - b) At the discretion of the employee after attaining the age of 55 years
- (v) "Retirement - Ill Health" means termination of employment on account of ill health certified as rendering the employee unable in the future to perform the duties of the employee's appointed grade.

#### 7 SAFETY

The health, safety and wellbeing of Country Energy employees are of paramount importance. Country Energy's Health and Safety Policy embodies the following commitments to employee safety:

- (i) To ensure the safety of all employees Country Energy will provide a safe working environment in accordance with the Occupational Health and Safety Act.
- (ii) All employees will work in a safe manner as required under the Occupational Health and Safety Act and regulations as varied from time to time.
- (iii) Employees are required to wear appropriate personal protective clothing and use safety equipment for the purpose for which they are provided, and observe all health and safety policies and procedures.
- (iv) Country Energy commits to the payment of an Electrical Safety Rules Allowance paid for all purposes of the Agreement as described in Section 5 Allowances, Clause 2 and Appendix 7 & 8 (refer to Table 4).

## 8 ANTI-DISCRIMINATION

- (i) It is the intention of the parties to seek to achieve the object in Section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- (ii) The parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Agreement is not directly or indirectly discriminatory in their effect.
- (iii) Under the Anti Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this Clause is to be taken to affect:
  - a) Any conduct or act which is specifically exempted from anti discrimination legislation;
  - b) Offering or providing junior rates of pay to person's under 21 years of age;
  - c) Any act or practice of a body established to propagate religion which is exempted under Section 56 (d) of the Anti Discrimination Act 1977,
  - d) A party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This Clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this Clause.

## 9 ENTERPRISE AGREEMENTS

The parties to this Agreement recognise that Enterprise Agreements may be used to facilitate agreed alternative arrangements to those in this Agreement. The development of Enterprise Agreements shall occur through the consultation process.

No employee will be disadvantaged by a transition from Contract to the Agreement or Enterprise Agreement.

## 10 CONSULTATION

- (i) Where alternatives to Agreement provisions are being considered, the parties concerned will utilise this consultation process with the intention of reaching agreement.
- (ii) The consultation process includes involving all parties concerned in any analysis about a proposed alternative arrangement.
- (iii) Where an alternative arrangement is proposed, Country Energy will take all possible steps to ensure that any adverse affect on an employee will be minimised or resolved.
- (iv) Employees, their union or Country Energy may initiate a consultation process.
- (v) A Consultative Committee as detailed in Section 1, Clause, 11 of this Agreement provides a forum for consultation.

- (vi) Where Country Energy makes a decision to vary or introduce policies pertaining to employment conditions it will advise the Unions of these policies prior to implementation.

## **11 CONSULTATIVE COMMITTEE**

The purpose of this Clause is to establish a formal consultative mechanism to facilitate cooperation and trust between the parties and provide a forum for the parties to consult each other about all matters involving changes to the organisation of work or performance of work at Country Energy.

The term consultation is understood - as a process of seeking information, seeking advice, exchanging views and information, and taking the views and information into consideration before making a decision.

### **(i) Consultative Committee Role**

This committee will not consider Outsourcing matters, these shall be referred to the Outsourcing Consultative Committee. The Consultative Committee shall not be utilised in respect of matters which are being or should be processed in accordance with the Grievance Resolution Procedure and will focus on policy and procedure, rather than individual grievances. The meetings shall be minuted.

### **(ii) Committee Membership**

The Consultative Committee shall comprise of a core group of one full time Union official from each of the Union parties to this Agreement and two duly authorized representatives from senior management of Country Energy. This core group can call upon three Union Delegates or employees from areas of the business as required and relevant to the agenda. Additional Country Energy representatives may also be called to provide detailed briefings as required.

### **(iii) Committee Meetings**

The Consultative Committee shall meet at least once every six [6] months, or as required in accordance with the consultative process. Every effort will be made to circulate an agenda at least 6 weeks prior to a scheduled meeting and as early as possible prior to an unscheduled meeting. This is to allow the core group to consider which relevant additional Delegates and/or Manager/s are required to attend.

### **(iv) Consultative Committee Functions**

The Consultative Committee's functions shall include but not be limited to the following:

- a) Consider the means by which Country Energy can ensure its competitive edge to extend its leading role in the industry and make recommendations to the Managing Director where appropriate.
- b) Provide a communication link between employees, Unions and management and be a forum for consultation and discussion on employment matters.
- c) Examine all issues relating to the introduction of change in the workforce.
- d) All members of the Consultative Committee, core or invited, may seek further advice on matters discussed, with relevant affected parties, either before or after meetings.

## 12 GRIEVANCE RESOLUTION PROCEDURE

- (i) Where an employee has a grievance or dispute concerning an employment matter, they will complete a Grievance Form (see Appendix) and the following steps will be taken:
- Step 1 The Grievance Form shall first be discussed with their immediate manager/team leader who will make the necessary enquires, forward the Grievance Form to the Regional HR adviser for recording and assistance if required, and give the employee or employees a response. Every effort will be made to give the employee or employees a response within two (2) working days.
  - Step 2 Should the grievance or dispute remain unresolved, the employee or employees should request the Regional HR adviser to forward the Grievance Form and any further details to the Regional or business unit Manager who will arrange a meeting, within ten [10] working days, with the relevant people to discuss the matter with a view to resolving the grievance or dispute.
  - Step 3 Grievance or dispute is still unresolved, the Group Manager Human Resources/ Workplace Relations and the appropriate Union Official or their respective nominees shall be notified and a conference arranged to examine and resolve the matter.
  - Step 4 If the grievance or dispute is not settled by the conference Country Energy and the Union may refer the matter to an agreed mediator for a mediation conference which shall be attended by the employee with their Union representative and a person with appropriate authority from Country Energy. The costs of the mediation shall be met by Country Energy.
    - a) The mediation conference is not to be conducted in a legalistic fashion and shall be approached by all concerned to bring about an agreed solution. The mediator will not make decisions or impose a solution on the parties unless requested to do so, in writing, by both parties.
    - b) If a settlement is reached, the terms of the settlement must be written down and signed by both parties and the mediator before the mediation conference is terminated.
    - c) An agreed settlement shall be binding on the parties and enforceable.
    - d) Either party may terminate the mediation conference, in writing, at any time.
  - Step 5 If the grievance or dispute still remains unresolved, either party has the right to have the matter referred to the New South Wales Industrial Relations Commission, for conciliation and/or arbitration.
- (ii) During the grievance and dispute resolution procedure, the normal work situation that existed prior to the grievance or dispute arising shall be maintained and no party shall be prejudiced.
- (iii) This procedure will not prevent Country Energy or the Union from making direct representations to one another on any matter giving rise to or likely to give rise to a grievance or dispute.

### 13 PAYMENT

(i) **Pay Cycle**

Employees shall be paid fortnightly and pay shall be available at the commencement of business on Thursdays by direct crediting of pay to an employee's nominated Bank, Building Society or Credit Union account.

(ii) **Deductions**

Country Energy shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for approved purposes.

### 14 CLASSIFICATION AND RATES OF PAY

- (i) An employee's classification shall be that which describes the major and substantial functions and duties in the position occupied.
- (ii) The corresponding weekly rates of pay in Table 1 of this Agreement shall apply to employees in their respective classifications.
- (iii) The rates are inclusive of annual leave loading.
- (iv) The rates are inclusive of a loading for work performed in the following circumstances: confined spaces, underground work, working at heights, wet and dirty places, and use of power tools.

### 15 CALCULATION OF SERVICE

- (i) An employee's service with Country Energy for all purposes of this Agreement shall be taken to be that period from the date of commencement to the date of termination of employment, such dates to be inclusive provided that entitlements due under this Agreement shall be subject to the deduction of any entitlements taken or represented by payment in lieu thereof made to the employee upon termination of employment or upon transfer from one body to another.
- (ii) **Periods included**
  - a) Service with Country Energy shall include that period with the former electricity distributors Advance Energy, Great Southern Energy and Northpower provided service is unbroken by a period of employment or absence outside the service of any such body. Service shall include periods of service which has been previously recognised by those bodies.
  - b) Employment with a Group Training Company during the term of an Apprenticeship/Traineeship for the period/s hosted by Country Energy or the former electricity distributors as listed above.
  - c) Approved periods of leave with pay.
  - d) Periods of approved sick leave with pay.
  - e) Periods of absence for which the employee is entitled to Accident Pay and/or Worker's Compensation.
  - f) Periods of leave without pay, if specifically approved.

- g) Any absence engaged in Defence Service Training or periods of service under enlistment with any of Her Majesty's Forces, provided the employee has enlisted or been engaged in Defence Service from and returned directly to the service of Country Energy.
- h) Any temporary employment, which is continuous with a period of full time employment.

## 16 APPOINTMENTS AND PROGRESSION

- i) Appointments will be made at the base classification rate for each applicable role.
- ii) Progression of each classification will be as described for each role in the Progression Criteria Document..
- iii) In addition to the progression criteria as mentioned above all Progression will be subject to satisfactory performance.

### 16.1 COMPETENCIES

Parties to this Agreement remain committed to the Australian Qualification Framework, however qualification attainment will be at the discretion of the business, and subject to business needs unless a regulatory or licensing outcome is required for the role.

## 17 SECURE EMPLOYMENT

### (i) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

### (ii) Casual Conversion

- a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Agreement during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- c) Any casual employee who has a right to elect under paragraph (b) (i), upon receiving notice under paragraph (b) (ii) or after the expiry of the time for giving such notice, may give four weeks notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to

convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b) (iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b) (iii), discuss and agree upon:
  - 1) Whether the employee will convert to full-time or part-time employment; and
  - 2) If it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Agreement or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- g) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (iii) **Occupational Health and Safety**
- a) For the purposes of this subclause, the following definitions shall apply:
    - 1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
    - 2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation

and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following: (either directly, or through the agency of the labour hire or contract business)
    - 1) Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
    - 2) Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
    - 3) Provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
    - 4) Ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
  - c) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.
- (iv) **Disputes Regarding the Application of this Clause**
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Agreement.
- (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

## 18 SALARY SACRIFICE

- (i) Employees may elect to receive superannuation benefits in lieu of a proportion of their Agreement wages. The employee's election to vary this superannuation benefit must be in writing and would occur no more than once per calendar year, in accordance with Clause 51.
- (ii) An employee may elect to receive an in house benefit in the form of a reduction in electricity accounts up to a total value of \$1330.00 per annum in lieu of receiving the equivalent amount in wages under this Agreement.
- (iii) A Country Energy motor vehicle with private use approved in accordance with the Motor Vehicle Policy where appropriate.

## 19 SUPERANNUATION

Country Energy will make an additional optional employer contribution of 1% per annum for the life of this current agreement, on all ordinary time earnings (OTE). This shall result in a total additional contribution of 6% by 1 July 2010, taking into account the percentages already obtained by preceding Awards.

(i) **Default Superannuation Scheme**

- Subject to the provisions of relevant superannuation legislation, employees under this Agreement will have their Superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

(ii) **Salary Sacrifice To Superannuation**

- An employee may elect in lieu of being paid an amount of Agreement Wages to have an equivalent amount paid by way of Superannuation contributions in accordance with the relevant provisions of the EISS.
- Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the EISS.
- The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

## **SECTION 2 – HOURS OF WORKS PROVISIONS**

### **1 HOURS OF WORK**

#### **(i) Spread of Ordinary Hours of Work**

Country Energy and its employees agree there are three objectives to consider in determining the structure of working hours under this Agreement:

- a) The most efficient production and delivery of the service.
- b) The most effective way of servicing the customer; and
- c) The most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.

The ordinary hours of work shall be thirty-six (36) hours per week to be worked in eight consecutive hours per day, (exclusive of meal breaks), over a nine day fortnight between the hours of 6.00 am and 6.00 pm. This spread of hours may be altered by mutual agreement between Country Energy and employees concerned.

Where agreement is reached between Country Energy and an employee or employees, up to twelve (12) ordinary working hours per day may be worked without the payment of overtime. Where an employee's ordinary hours of work exceed seventy-two (72) in any two-week (2) cycle, the employee shall be paid overtime rates for those hours worked in excess of seventy-two (72).

#### **(ii) Starting and Finishing Times**

The starting and finishing times within the spread of hours shall be determined by Country Energy in consultation with the employees concerned.

#### **(iii) Ordinary Hours of Work – Day Workers**

- a) The fortnightly ordinary hours of work for day workers shall be seventy-two (72) per fortnight, to be worked on nine (9) weekdays, in any two (2) week cycle.
- b) Where Country Energy and the Unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked up to a total of one hundred and forty four (144) on nineteen (9) weekdays in any four (4) week cycle.
- c) An employee who requests to work a thirty six (36) hour, five (5) day week may, with the consent of Country Energy, do so.
- d) Notwithstanding the provisions of paragraphs (a) and (b) herein, the ordinary hours of work for employees employed in the classifications of Professional Engineer Grades 6, 7 and 8 shall be a thirty six (36) hour, five (5) day week unless otherwise agreed.

#### **(iv) Rostered Days Off**

- a) Where an employee's rostered day off falls on an Award holiday, the employee may either take the next working day as a rostered day off or take another mutually agreed day instead.

- b) Where mutually agreed employees may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee's accumulated rostered days off shall not exceed five (5) in a twelve (12) month period.

(v) **Ordinary Hours of Work – Shift Workers**

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty-six.

(vi) **Alternative Arrangements**

Country Energy, an employee, or group of employees, may enter into alternative arrangements to those in this Clause by mutual agreement.

## 2 SHIFTWORK

(i) **Shift Work Defined**

For the purpose of this clause, shift work means any work which is to be performed in accordance with a shift work roster arranged in any of the following ways:

- a) Rotating Roster - comprising two or more shifts in each day worked on an alternating or rotating weekly basis and with one of the shifts being a day shift falling within the spread of ordinary hours of work for the day workers provided for under this Agreement.
- b) Afternoon Shift - as part of a rotating roster shall finish after 6.00 pm but not later than midnight.
- c) Night Shift - as part of a rotating roster, shall finish after midnight but not later than 8.00 am.
- d) Early Morning Shift - as part of a rotating roster shall commence after 5.20 am and before 6.20 am.
- e) Permanent Afternoon or Night Shift- comprising only one permanent shift to be worked each afternoon or each night and not rotating or alternating with any other span of hours.
- f) Relief Shift - Is a shift that can be moved within an allocated block to fill any vacant shift. Relief shifts will be allocated in a two (2) week block as part of the rotating roster. The relief shift can be changed at least two (2) days prior to the allocated shift.
- g) Five-Day Roster- being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a five-day basis, Monday to Friday, inclusive.
- h) Six Day Roster – being either rotating shift roster or a permanent afternoon or night shift roster which contains shifts on a six day basis, Monday to Saturday inclusive.
- i) Seven-Day Roster- being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a seven-day basis involving each and every day of the week.

The ordinary hours of work shall average thirty six (36) per week over a shift roster.

**(ii) Sixteen Hour Working Period**

- a) An employee will not be permitted to work more than sixteen [16] hours in any twenty four [24] hour period.
- b) The twenty four [24] hour period will be calculated from the commencement time of the sixteen [16] hours worked.

**(iii) Shift Allowance - Rotating Rosters**

A shift worker engaged on a rotating shift work roster will be paid, in addition to the ordinary-time rate of payment for the employee's classification, shift allowances as set out in Table 2- Allowances.

**(iv) Shift Allowance - Permanent Night or Afternoon Shifts**

A shift worker engaged on a permanent afternoon shift or permanent night shift will be paid, in addition to the ordinary-time rate of payment, the following shift allowances:

- Afternoon Shift: 30 percent
- Night Shift: 30 percent

**(v) Saturday, Sunday and Holiday Rates**

- a) A shift worker, who works on an ordinary rostered shift (as part of a rotating or permanent shift roster) on a Saturday, Sunday or Award Holiday, shall be paid as follows:
  - Saturdays - ordinary-time rate plus one half the ordinary-time rate.
  - Sunday and Award Holidays - double the ordinary-time rate.

The rates provided by this paragraph are in lieu of any other shift allowance provided by this Agreement.

- b) A shift worker who is rostered to work an ordinary shift on an Award Holiday and works such shift, or is rostered off duty on an Award Holiday (except when taken as such), shall be entitled to add to the annual leave to which the employee becomes entitled under this Agreement, one day in respect of each Award Holiday so concerned.
- c) For the purpose of the preceding paragraphs, in determining whether a shift has been worked or occurs on a Saturday, Sunday or Award Holiday, it shall be deemed that the shift has been worked or occurs on the day on which the major part of the shift so occurs.

**(vi) Shift Workers Meal Breaks**

Shift workers shall be allowed, in each ordinary working shift, a paid meal period of twenty (20) minutes for a meal. An employee will not, at any time, be compelled to work for more than five (5) hours without a break for a meal.

**(vii) Shift Work Meals and Overtime**

The provisions of Section 2 Clause 5, relating to meal breaks during periods of overtime and to the payment of meal allowances are also applicable to shift workers required to work overtime

outside the hours of their ordinary rostered shift, except in cases where, by an approved arrangement made between themselves or at their request, the excess time is incurred in changed shifts or in their ordinary rostered shifts.

(viii) Overtime

- a) A shift worker required to work in excess of the ordinary hours of a rostered shift, on the day upon which he/she has been rostered on, will be paid for such excess hours as follows:
- On other than Sundays and holidays - at the ordinary-time rate plus one half for the first two hours and double the ordinary-time rate thereafter, provided that all time worked after 12.00 noon on Saturday will be at double the ordinary-time rate.
  - On Sundays - double the ordinary-time rate.
  - On Award Holidays - double the ordinary-time rate, plus one half the ordinary-time rate. Such rates are to continue until the employee is released from overtime duty.

Shift workers who, by arrangement made between themselves or at their request, work in excess of the hours of rostered shifts or who change shift will not, as a result of such arrangement, be entitled to payment of overtime for such excess hours or for such changed shifts. Any such arrangement shall be only with the concurrence of Country Energy.

- b) A shift worker directed to stand by in readiness to work possible unplanned overtime shall be paid at the ordinary-time rate from the time the employee commences such stand-by until released from stand-by, or until the employee is directed to proceed to take up overtime work. This does not apply where the employee is receiving advance notice of scheduled overtime.
- c) A shift worker who works during any portion of a shift rostered day off, whether within the ordinary hours of the shift upon which the employee is required to work or in excess of the hours of such shift, will be paid at double the ordinary time rate, except when such work is carried out on a rostered day off being a public holiday and excepting also where a change from one roster to another or a change of shifts within the roster has been effected as provided for in paragraph (6), of this subclause, or except for ordinary working hours where a change of shifts has been made by arrangement between or at the request of employees themselves.

If a shift rostered "day-off" on which a shift worker works is an Award Holiday, double the ordinary-time rate plus one half the ordinary-time rate will be paid and will be inclusive of the ordinary rates in respect of any time worked on the holiday within the hours prescribed for the employee's last rostered shift occurring before such rostered day-off.

- d) A shift worker, recalled to work overtime after leaving work (whether notified before or after leaving work) or required to work during a portion of the day upon which the employee has been rostered off, shall be entitled to a minimum of four (4) hours pay at the appropriate overtime rate for each time the employee is so recalled or required to work; provided that, except in the case of unforeseen circumstances arising, the shift worker shall not be required to work the full four hours if the work which the employee was required to perform is completed within a shorter period. This paragraph shall not apply in cases where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of a shift upon which the shift worker is rostered to work.

Overtime worked in the circumstances specified in this paragraph shall not be regarded as overtime for the purpose of paragraph (h) of this paragraph where the actual time worked is less than four hours on such recall or each of such recalls. For the purpose of this paragraph, "recalled to work overtime" will mean:

- 1) A direction given to an employee to commence overtime work at a specified time which is two hours or more prior to the employee commencing a shift or one hour or more after the completion of a shift upon which the employee has worked; or,
  - 2) Notification given to an employee after completion of the employee's shift, directing the employee to commence overtime work.
- e) A shift worker entitled to payment for overtime under the provisions of sub paragraphs (a), (c) or (d), of this paragraph shall not, in respect of such overtime, be entitled to payment of the shift allowances prescribed by paragraphs 2) and 3) of this subclause.
- f) When a shift worker, after having worked overtime or on a shift for which the employee has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, Country Energy shall provide the employee with a conveyance to the employee's home or pay the employee at the ordinary-time rate of payment for the time reasonably occupied in reaching home. This paragraph shall apply also to shift workers working on shifts which have been changed as a result of arrangements made between themselves or at their own request, but only if overtime is worked.
- g) When overtime work is necessary it shall, whenever reasonably practicable, be arranged so that shift workers have at least ten (10) hours off duty between the work of successive rostered shifts. A shift worker who works so much overtime between the end of one rostered shift and the beginning of the next rostered shift so that he/she has not had at least ten (10) consecutive hours off duty between these shifts shall, subject to this paragraph, be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty, without loss of pay, for their ordinary working time occurring during such absence.

If a shift worker is instructed to resume or continue work without having had ten (10) consecutive hours off duty the employee will be paid at double ordinary-time rates until released from duty for such period and shall be entitled to be absent until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; provided that, in respect of overtime worked prior to the normal starting time on a day following upon a shift rostered day off, an employee shall be assumed to have had an ordinary ceasing time on the preceding day corresponding with the employee's normal ceasing time on the last day worked immediately preceding the employee's shift rostered day or days off.

Any period of overtime less than four (4) hours duration or for which a minimum payment is provided for under (d) of this paragraph will not be taken into account for the purpose of this paragraph.

Shift workers, who, as a result of arrangements made between themselves and/or at their own request, are required to resume or continue work without having had a least ten (10) consecutive hours off duty between shifts, shall not be entitled to the provisions of this paragraph.

- h) Where a shift worker has worked overtime both preceding and following his/her ordinary rostered shift the total hours of both periods of overtime shall be taken into account in

determining when double the ordinary time rate becomes payable in respect of the overtime performed following the ceasing time of his/her rostered shift.

- i) Where overtime is worked partly on one day and extends into the next day and this next day is an Award Holiday, as prescribed by this Agreement the payment for overtime at double ordinary-time rates plus one half shall commence from the midnight of the day preceding the holiday irrespective of whether the first two (2) hours of the overtime have or have not been completed.

**(ix) Shift Work - Change of Roster and Change of Shifts**

- a) A shift worker changed from one roster to another or whose shift or shifts are changed within a roster shall be paid double ordinary-time rate for the first shift worked in the new roster or for the first changed shift worked within the roster.

Where a shift worker has received notice of change of roster or change of shift at least two (2) days prior, the employee shall only be entitled to the rate/s of pay applicable to that working day.

- b) Where such notice is given on or before the second day preceding the change of shift or change of roster and as a result of the change an employee is required to work an additional shift or shifts, the employee shall be allowed to be absent (at any time mutually agreed upon between the employee and Country Energy) from a rostered shift or shifts in lieu thereof. If it is impracticable to allow the employee to be absent within a period of four weeks from the date of working the additional shift or shifts, the employee shall be paid for any additional shifts worked at double ordinary-time rate. The provisions of this paragraph will not apply to shift workers who, being shown in the roster as "relief", are required to work any shift on the same day for the replacement of shift workers absent for any reason.

**(x) Day Workers Required to Work Shift Work**

- a) A day worker required to work shift work will be paid not less than ordinary time rate plus 30 per cent for each afternoon and or night shift worked which occurs in the first ten afternoon and/or night shifts the employee is required to work from the date of commencing shift work and thereafter shall be deemed to be a shift worker. Shift allowance in accordance with paragraphs 2) and 3), of this subclause will not be paid in addition to the foregoing, except where such shifts occur on Saturdays, Sundays or Award Holidays.
- b) An employee transferred to shift work at his/her own request or as a result of having applied for and obtained a position involving shift work, will not be entitled to extra payment under this paragraph.

**(xi) Shift Workers - Annual Leave**

- a) Country Energy shall grant an additional one half [0.5] of a week as paid Annual Leave to shift workers working to a shift roster covering six [6] days per week, Monday to Saturday.
- b) Country Energy shall grant an additional week as paid Annual Leave to shift workers working to a shift roster covering seven [7] days per week, Monday to Sunday.

- c) Payment for the additional Annual leave shall include the shift allowance and portion of the year shall be granted additional leave on a proportionate basis.
- d) Where an Award Holiday, as prescribed in this Agreement occurs and is observed during the employee's period of Annual Leave, such leave will be extended to include an additional rostered shift for each such Holiday.
- e) For all purposes of this paragraph "Seven Day shift work" shall mean shift work performed regularly on Sundays and Award Holidays.
- f) Where annual leave is not taken at the time it falls due it will accumulate in order of its accrual, but leave thereafter taken or otherwise discharged will diminish the entitlement standing to credit in order of the leave which last accrued (i.e. the leave which last fell due to be the first discharged)

**(xi) Shift Worker Long Service Leave**

Payment shall be at the employees ordinary rate of pay, excluding penalty rates, including appropriate Shift Allowances as would have been paid if the employee had been at work, as well as any other allowance the employee would have ordinarily received.

**3 OVERTIME**

**(i) Requirement to Work Reasonable Overtime**

It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of Country Energy.

**(ii) Sixteen Hour Working Period**

- a) An employee will not be permitted to work more than sixteen (16) hours in any twenty four (24) hour period.
- b) The twenty four (24) hour period will be calculated from the commencement time of the sixteen (16) hours worked.

**(iii) Payment for Working Overtime**

An employee required to perform work in excess of the usual ordinary working hours or outside the usual working hours, will be paid as follows:

- a) Monday to Midday Saturday
  - 1.5 times ordinary time rate for the first two (2) hours. The first two (2) hours includes overtime performed immediately before and after usual hours.
  - 2.0 times ordinary time rate after two (2) hours.
- b) After Midday on a Saturday and all day Sunday

- 2.0 Times ordinary time rate.

(iv) **Time Off In Lieu Of Overtime Payment**

- a) By agreement, an employee may elect to take time off equivalent to time actually worked in lieu of payment.
- b) Country Energy shall provide payment at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken with two (2) months of accrual.

(v) **Standing By**

An employee required to stand-by in readiness to work possible immediate overtime shall be paid at ordinary time rate of pay from the commencement of stand-by until released or until commencement of overtime. This does not apply where the employee is receiving advance notice of scheduled overtime.

(vi) **Minimum Payment for Recall to Work Overtime**

- a) An employee notified at work to commence overtime later than one (1) hour after the usual ceasing time, or earlier than two (2) hours before the usual starting time shall be paid a minimum of four (4) hours pay at overtime rates.
- b) An employee notified after the completion of the day's work to work overtime which is not continuous with the usual hours of work shall be paid a minimum of four (4) hours pay at overtime rates.
- c) The minimum payment of four (4) hours shall not apply in cases where overtime is continuous, subject to a reasonable meal break, with the completion or commencement of an employee's usual working hours.

(vii) **Rest Period After Overtime**

- a) Where reasonably practicable, employees shall have at least ten (10) consecutive hours off duty before commencing ordinary time work.
- b) If the period between completion of overtime and the start of ordinary time is less than ten (10) hours, the employee shall have a ten (10) hour rest period without loss of pay for any ordinary hours which fall in the rest period.
- c) An employee, who is required to work without having had a ten (10) hour rest period, shall be entitled to double ordinary time rate of pay until a ten (10) hour rest period is taken without loss of pay for any ordinary hours which fall in the rest period.
- d) Rest periods shall not apply if any employee works overtime for less than four (4) hours.
- e) An employee, recalled to work overtime between midnight and 4:00 am on the following day, shall be entitled to extend the usual commencing time on the day following by an equivalent period.

- f) An employee, who is required to commence work at the usual commencing time, shall be entitled to double ordinary time rate of pay for the equivalent period by which the employee would have otherwise extended the usual commencing time.
- g) Where an employee is entitled to a rest period and the rest period coincides with an Award holiday, the employee shall be entitled to defer starting time by time equivalent on the next ordinary working day.

#### 4 ON - CALL

##### (i) Definitions

##### a) On Call

- An employee designated as On Call shall mean an employee required being available for unplanned, emergency and/or supply interruption work at all times outside the employee's usual hours of work.

Participation in the on call roster shall be open to all employees who possess the relevant qualifications and authorisations required to undertake the role and who's major and substantial functions are relevant to the on-call work they shall be required to perform. The On Call Roster will be voluntary on and off.

- On Call is not overtime that has been pre-arranged prior to the employee's normal ceasing time. Overtime shall be paid at the appropriate overtime rates in accordance clause 19 - Overtime of the Agreement.

##### b) Emergency and/or Supply Interruption Work

On Call is emergency and/or supply interruption work that includes restoring supply and returning to safe operating conditions any plant and equipment. It also includes restoring and/or operating essential IT equipment and opening call centres other than in accordance with normal rosters to attend to high call volumes during emergency and supply interruption conditions.

##### c) Call Out

A Call Out is the time from which an on call employee receives a call, or calls, for emergency and/or supply interruption work, to the time the employee arrives home. A Call Out includes work involving any further calls for service which the employee may receive whilst out on duty or before arrival at home. Where a Call Out continues into an employee's ordinary working hours double rates of pay continue until the employee is directed to other work or is released from duty.

Where a call out does not require the employee to leave their home or physically attend, the employee is considered on duty for the period of the minimum time payable (2 hours). Any further calls within that period do not qualify as additional Call Outs, and therefore do not attract additional minimum payments.

**d) Number of Employees On Call and Call Out Arrangements**

At locations where there are eight (8) or more on call employees, a minimum of two (2) on call positions shall be in place concurrently. Variations to this may be applied to meet local needs based on call volumes and work load.

- 1) The preferred rostering arrangements will be one (1) week in four (4).
- 2) Positions on the roster may be filled by multiple employees on a weekly rolling basis
- 3) At locations where only one (1) on call position is in place, when assistance is required the first call back (at two hour minimum) will come from the remaining rostered on call employees. Should further assistance be required the minimum four (4) hour provisions of Clause 19 – Overtime shall apply.

**(ii) Availability**

- a) An employee on call shall be in the general vicinity of the On Call area for which they are responsible and be contactable at all times and respond to Call Outs without undue delay.
- b) The employee shall not engage in activities or be committed in a way that would prevent the employee immediately responding to a Call Out.
- c) An employee shall not be required to be constantly available beyond four (4) weeks where other employees are available for duty.
- d) Where no other employees are available for inclusion in an On Call roster, the employee concerned shall have at least one (1) weekend, comprising two (2) consecutive days off duty, in each four (4) weeks, without reduction in the Call out allowance.

**(iii) Availability Allowance - On Call**

- a) The weekly On Call Allowance is \$170.00 per week for the duration of this Agreement.
- b) The On Call payment shall continue to be paid to the employee during periods of leave and worker's compensation, on the basis of the employee's usual payment, if the employee has been On Call constantly or on a roster, for a period of at least one month prior to leave.
- c) Where an employee works to a roster, the allowance shall be divided by the number of weeks on call in the rolling period and paid equal amounts for each week in the period.
- d) An employee who performs extra duty during the employee's usual rostered off period shall receive pro rata payment for the extra duty as follows:
  - Payments for a full or part ordinary day at 20% of the allowance for a weekday.
  - For a full or part Saturday, Sunday or Award holiday at a rate of 30% of the allowance.

- e) An employee shall be entitled to On Call Allowance or part thereof, only if the appropriate Payroll Form has been completed and approved and the original rostered on call employee is away for the following reasons:
- Due to illness – sick leave/workers compensation
  - Country Energy commitments, including approved leave, cause the original rostered on employee to be unavailable to fulfil their roster.
  - Special Leave, Bereavement, Jury Duty, etc.
  - Due to stand down – excessive hours worked.

Payment in full or part of the Allowance will not apply to personal roster swaps or planned unpaid leave.

(iv) **Experience Allowance**

For each completed year of experience on the on call roster the on call allowance shall be increased by one (1.0) percent for each individual employee, up to a maximum of twenty (20) percent, i.e.:

- One completed year – one (1.0) percent increase
- Five completed years – five (5.0) percent increase
- Ten completed years – ten (10) percent increase
- Twenty completed years – twenty (20) percent increase

(v) **Payment for Call Outs**

Payment shall be at double ordinary time rate of pay for the time required to complete each call out not during normal time.

a) **Minimum Payment**

The minimum time payable for a call out will be two (2) hours at double ordinary time rate of pay.

b) **Other Allowances**

Employees on call shall be entitled to all other allowances that may be applicable as prescribed by the Agreement

c) **Rest Period after Call Out**

- 1) An employee who works during the eight (8) hours immediately preceding the employee's usual commencing time shall be entitled to defer the usual commencing time with out loss of pay by a period equal to the actual time worked within those eight (8) hours.

Providing that, where the employee has not had at least a continuous six (6) hour rest period in the eight (8) hours preceding usual commencing time, the employee shall be entitled to defer the commencing time by five (5) hours from the normal starting time.

- 2) Notwithstanding the sub paragraph above, this paragraph, where because of emergencies, an on call employee is directed and fit to commence work at the usual starting time and/or works into the usual starting time, the employee shall be paid at double ordinary rates for the period of time which the employee otherwise would have deferred their usual starting time.

(vi) **Work on An Award Holiday**

Employees shall be granted the following as Award holidays with pay:

- Any day proclaimed as a State wide holiday.
- Union Picnic Day, to be held on a mutually agreed day with a reasonable level of service to be maintained on the day.

For each award holiday an employee is required to be on call, the employee shall also have one day added to their leave balance. This includes an on call employee who services any portion of the award holiday eg: when a roster changeover day occurs on an award holiday, this shall apply to both roster periods. Or when an On Call employee responds as a first call back as defined in sub clause (i) d) 3) above.

(vii) **Rostered Days Off**

Where a scheduled RDO falls in a week when the employee is to be rostered on call, the RDO shall be rescheduled by the employee in advance. An employee, who fails to do so, will not be entitled to any stand down provisions on their RDO.

(viii) **Telephone and Telephone Allowance**

A mobile telephone will be provided for business use to employees who participate in a one in eight roster or less. For all others a shared mobile will be provided. The Telephone Allowance in Clause 43 – Telephone Allowance of the Country Energy Award will only be approved where an employee resides in a location where there is no mobile telephone service.

(ix) **Rosters**

The structure and operation of rosters is to be developed in conjunction with employees having regard to the number available for on call and the requirements of the specific location. Wherever possible, regional areas should adopt a common roster change over date, however, if locations by majority have a preference for a particular day the alternative day shall be implemented by mutual agreement.

(x) **Extra Leave**

Employees who participate in an on call roster will have extra hours calculated on the basis of one (1) hour per week worked on the roster.

## 5 MEAL TIMES AND ALLOWANCES

### (i) Meal Breaks

- a) An employee will not, at any time, be compelled to work for more than five (5) hours without a break for a meal.
- b) Day workers shall be allowed, without pay and on each ordinary working day, a break in their ordinary hours of work for a meal. Each such meal break shall be for an unbroken period of at least half (0.5) an hour. The time of taking and the duration of meal breaks may be changed by mutual agreement. As far as possible, meal breaks shall be programmed after the completion of five (5) hours work.
- c) The provisions of this sub-clause may be applied to shift workers when working on a day shift which falls within the ordinary hours of work for day workers.

### (ii) Working in Usual Meal Break

Where an employee is requested to work through the usual meal break time due to special circumstances, the employee shall be paid at ordinary time and one half for the period by which the meal break was deferred. Alternatively, by mutual agreement, the employee can take time off with pay, equal to the time by which the meal break was deferred.

### (iii) Meal Times

The times fixed for the taking of meal breaks during ordinary working hours may be varied by mutual agreement between an individual or a group of employees and their immediate supervisor.

### (iv) Overtime Meal Breaks

An employee required to work overtime shall be allowed an interval or intervals for a meal on the following basis:

- a) An employee who works one and one half (1.5) hours or more overtime continuous with the employee's ordinary day's work shall be allowed a meal break of twenty (20) minutes which shall be paid for at the appropriate overtime rate. The meal break may be taken, by mutual agreement, at the commencement of, during or at the conclusion of the overtime period.
- b) An employee working overtime shall be allowed a meal break of twenty (20) minutes which shall be paid for at the appropriate overtime rate after each period of four (4) hours of overtime worked.

Meal breaks so allowed shall be taken during the overtime period by mutual arrangement, provided that an employee shall not be compelled to work for more than five (5) hours without a meal break.

- c) Meal breaks with pay allowed in accordance with this sub-clause shall be deemed to be time worked for the purpose of calculating the overtime rate payable under this Clause.

(v) **Overtime Extended Meal Breaks**

Meal breaks, where allowed during a period of overtime, may be extended to not more than one (1) hour, provided that any extension beyond twenty (20) minutes shall be taken without pay.

(vi) **Overtime Meal Allowance**

An employee entitled to one [1] or more meal breaks in accordance with paragraph (v) of this sub-clause shall be paid, in respect of periods of overtime, a Meal Allowance as set out in Appendix 6 - Table 3 - Allowances.

(vii) **On Call Included**

The provisions of this sub-clause apply to employees engaged in after hours On Call and Standing By Emergency and/or breakdown work which shall, for the purposes of this Clause, be deemed to be in the nature of overtime.

## 6 TRAVELLING TIME AND FARES

(i) **Normal Travel to and From Work**

Time spent by an employee in normal daily travel, to and from the employee's home and normal place of work to attend for work, shifts and overtime shall be at the employee's expense and without payment.

(ii) **Additional Travel to and From Work**

Time spent by an employee in travel, outside the usual working hours and additional in length to the employee's normal (as defined above) travel time, to attend for work, overtime or employer arranged training not related to the employee's current or possible future appointment or grading, will be paid at the appropriate overtime rate.

(iii) **Travel Time for Training**

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend employer arranged training which is related to the employee's current or possible future appointment or grading, will be at ordinary time rate.

This does not apply for time in excess of two (2) hours per working day, OR for travel on any day the employee would not normally be at work. These periods shall be paid at the appropriate Overtime rates or by mutual agreement, can be taken as time in lieu.

(iv) **Normal Place of Work**

An employee's normal place of work is the location to which an employee is usually attached and is regularly used as the employee's base or headquarters or normal place of work. Where an employee is not attached to a normal place of work, and whose daily starting point is determined by the work situation they are engaged in, their normal place of work for the purposes of this clause shall be considered the place of employment, which they could be reasonably be expected to attend, nearest the employees home.

(v) **Payment of Fares**

The employee shall be reimbursed for any additional fares which the employee has reasonably incurred in respect of a period of additional travel.

(vi) **Use of Private Vehicle**

An employee who agrees to undertake additional travel in a private motor vehicle shall receive, in addition to payment for travelling time, reimbursement for the casual use at the Australian Tax Office rates.

(vii) **Reasonable Travel**

When calculating travel time, the most reasonable way and the most expeditious route available will be used.

(viii) **Travel Within Minimum Period**

An employee entitled to a minimum period payment for overtime or other penalty work shall not be entitled to payment for travel time where the travel occurred within that minimum period.

(ix) **On Call Excluded**

This Clause does not apply to travelling involved in after hours On Call emergency and/or Supply Interruption work.

## **SECTION 3 - EMPLOYMENT PROVISIONS**

### **1 TERMS OF EMPLOYMENT**

#### **(i) Probationary Periods**

Country Energy, when offering employment may include a probationary period of employment of up to three (3) months in the letter of offer of employment. An initial period of probation may be extended by up to a further three (3) months in which case, Country Energy shall give the employee the reasons in writing.

#### **(ii) Termination of Employment**

##### **a) Notice of Termination**

- Country Energy shall give to an employee and an employee shall give to Country Energy notice of termination of employment of not less than four (4) weeks other than for employees with less than twelve (12) months continuous service who shall be entitled to one (1) week's notice of termination. The period of notice may be reduced by mutual agreement.
- Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of the notice shall be made by Country Energy if the full notice period or part notice is not given. If the employee fails to give notice or gives incomplete notice, Country Energy shall withhold payment in lieu of notice or part notice from any termination payment due to the employee.
- The period of notice shall not apply to dismissal for conduct that justifies instant dismissal or for casual employees.

##### **b) Statement of Employment**

Country Energy shall, on request from an employee whose employment has been terminated, give the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

##### **c) Abandonment of Employment**

If an employee is absent without notifying Country Energy for a continuous period of five (5) days (including RDO's ) without reasonable cause, they will be considered to have abandoned their employment and this may begin the process by which they be dismissed effective from the last day actually worked.

## 2 TYPES OF EMPLOYMENT

Employees covered by this Agreement will be employed in one of the following categories:

(i) **Permanent Full Time Employment**

Permanent full time employment covers employees working ordinary hours on a permanent basis.

(ii) **Permanent Part Time Employment**

a) Permanent part time employment covers employees who work on a permanent basis less than the number of ordinary hours worked by full time employees. A part time employee's hours will be nominated at commencement of employment. If the employee consistently works in excess of their nominated hours, a review will be conducted with a view to extending the nominated hours.

b) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.

c) Part time employees shall receive Agreement conditions and payments in respect of annual leave, sick leave, long service leave and all other authorised leave on a proportionate basis as the employee's hours of work relate to those worked by full time employees.

Leave shall accrue in proportion to the number of hours actually worked up to a maximum of thirty-six (36) hours per week.

d) When a part time employee's nominated day of work falls on an Award holiday, the employee shall be entitled to take the day as a holiday without loss of pay.

e) A part-time employee shall be entitled to the provisions of Clause 19, Overtime, in respect of work performed outside the span of hours or in excess of a full time employees normal daily, or weekly hours of work.

f) A part-time employee may, by agreement, work additional hours at single time up to thirty-six (36) hours per week subject to receiving all pro-rata leave entitlements as prescribed for those additional hours.

(iii) **Temporary Employment**

a) Temporary employment covers employees engaged on a temporary basis and shall not include a casual employee.

b) A temporary employee shall be paid a rate of pay and receive Agreement conditions as is appropriate to either their full time or part time employment under this Agreement.

c) Temporary appointments may be made for a period of up to 12 months. At the expiration of that period work requirements shall be reviewed in consultation with the unions.

d) Temporary employment shall not be used as an alternative to full time employment.

(iv) **Casual Employment**

- a) “Casual Employee” means an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full time or part time employee.
- b) A casual employee shall be paid the hourly rate of pay for the appropriate classification plus a loading of twenty (20) per cent with a minimum payment of three (3) hours pay for each start.
- c) A casual employee shall receive overtime rates for any time worked in excess of the ordinary hours of work for a full time employee. The casual loading is excluded in the calculation of overtime.
- d) The casual loading prescribed is in lieu of the annual leave, sick leave and Award holiday entitlements arising under this Agreement however, the loading is not in lieu of entitlements prescribed in Clause 27 Long Service Leave.
- e) A casual employee shall not be used to replace a full-time or part-time position other than where a permanent employee is absent on approved leave or working on a project.
- f) Casual appointments shall be reviewed after a continuous period of three (3) months.

(v) **Apprentices and Trainees**

- a) The provisions of this Agreement apply to apprentices and trainees employed by Country Energy.
- b) Employment as an apprentice or trainee shall not continue beyond the completion of the term of the apprenticeship or traineeship unless further employment is offered and accepted.

**3 PERFORMING ALTERNATIVE WORK**

- (i) An employee, who is competent to do so, shall where required perform alternative work to that usually performed by the employee, without reduction in pay.
- (ii) **Acting Higher Grade**
  - a) An employee who performs, for at least one ordinary working day, the work of another employee which is paid at a higher rate than the employee’s position, the employee shall be paid according to the employee’s skills, qualifications and experience but not less than the entry level for the position.
  - b) Where an Award holiday or group of Award holidays occurs during a period when an employee is acting in a higher paid position, the employee shall be paid for the holiday/s at the rate for acting in the position.
  - c) An employee shall not receive higher grade pay whilst on leave unless the employee has acted in the position for an aggregate of at least six (6) months during the twelve (12) month

period prior to going on leave or continuously for at least three (3) months immediately preceding the commencement of the leave.

- d) Except where an employee is relieving an employee who is on approved leave, periods of acting in a higher-grade position shall not exceed six [6] months.
- e) For extended periods (greater than 2 months) of appointment, this arrangement will be formalised and appropriate notification forwarded to payroll.

At the completion of the alternate work period an employee shall return to their former position or a mutually agreed role.

#### 4 WORKING AWAY FROM HOME

Where Country Energy requires employees to travel and work away from home, it should be at no personal monetary expense and/or monetary gain to the employees.

- (i) An employee required to remain away overnight shall, except as provided for in paragraph (ii), (iii) and (iv) of this Clause, be entitled to:
  - a) Have Country Energy pay for accommodation costs only and the employee to be paid beforehand for meal and incidental allowances as per Australian Tax Office approved allowances.  
or
  - b) Have Country Energy arrange and pay for accommodation costs, meals and incidental expenses.  
or
  - c) A lump sum allowance paid beforehand equal to the Australian Tax Office approved schedule.
- (ii) For Apprentices/Cadets/Trainees attending training, directly in relation to their Training Contract, Country Energy shall provide reasonable accommodation. All meals and incidental expenses will be covered as per 49 (i) above.
- (iii) Where a Corporate Card has been issued to an employee the card shall be used to pay for overnight accommodation. Meals and incidentals can be claimed as a lump sum. Any expenses that cannot be paid for by the card shall be reimbursed on supply of receipts.
- (iv) Claims for allowances, except incidentals, cannot be made for employees attending internal training sessions, Inductions, conferences and staff development activities where Country Energy has provided reasonable accommodation and meals.
- (v) Reasonable accommodation, for the purposes of this clause, will be of at least three (3) star standard, where possible.

## 5 WORKPLACE FLEXIBILITY

### (i) Intention

These flexibility arrangements are to apply to short term arrangements between employees and Country Energy which shall be by mutual agreement. They are not to permanently replace the standard Agreement conditions and should be specifically project orientated. The Unions will be advised in writing of any proposed workplace flexibility alternate arrangements.

### (ii) Consultation

The Unions will be consulted in respect to workplace flexibility alternate arrangements.

### (iii) Workplace Flexibility Arrangements

#### a) Nature of Arrangements

Under the terms of this Agreement the workplace flexibility arrangements that may be entered into may include, but not be limited to, the following matters:

- Hours of Work.
- Overtime including accrual and cashing in of time in lieu of overtime.
- Travel and accommodation expenses.

#### b) Negotiating Workplace Flexibility Arrangements

Discussions leading to agreed workplace flexibility arrangements should be between the relevant manager/team leader, the local Union Delegate and the employees affected by the arrangement. Discussions should include all relevant details including:

- Nature of work to be performed.
- How the work is to be performed.
- Who is to perform the work.
- When the work is to be done.
- The basis on which payment, or otherwise, is to be made; and
- The timeframe the arrangement is to run for.

Country Energy will endeavour to source employees from within the Regions/Field Service Centres concerned. When insufficient numbers are available, consultation will occur with the relevant Union/s prior to seeking interest external to the Region/ Field Service Centres concerned.

Where this occurs and the interested employees exceed the required numbers, the normal selection process shall apply.

#### c) Recording the Arrangement

The agreed workplace flexibility arrangement shall be committed to writing.

## 6 REDEPLOYMENT AND SALARY MAINTENANCE

- (i) Employees whose positions have been identified as being no longer required or restructured/redesigned to a lesser value and who elect to remain with the organisation will be subject to the provisions of Country Energy's Redeployment Policy.
- (ii) In conjunction with the provisions of the Redeployment Policy employees who have elected to remain with the organisation will also be subject to the provisions of Country Energy's Salary Maintenance policy from the date of being informed in writing that their position is no longer required.
- (iii) The parties agree that Salary Maintenance and Redeployment policies will not be altered without consultation and the agreement of the Union parties to this Agreement.

## **SECTION 4 LEAVE AND HOLIDAY PROVISIONS**

### **1 ANNUAL LEAVE**

- (i) Country Energy shall grant each employee 144 hours (four (4) weeks) Annual Leave which shall be taken in accordance with the Annual Holidays Act 1944 (as amended). Where an employee has more than eight (8) weeks accrued Annual Leave at their anniversary, the employee must, in conjunction with their Manager, develop a Leave Plan for the following twelve (12) months that will facilitate the reduction of the overall balance by at least six (6) weeks prior to their next accrual anniversary.
- (ii) Rostered days off (RDO) do not accrue during periods of leave.
- (iii) Employees shall not commence annual leave whilst on sick or accident leave.
- (iv) **Shift Workers**
  - a) Country Energy shall grant an additional one half (0.5) of a week as paid Annual Leave to shift workers working to a shift roster covering six (6) days per week, Monday to Saturday.
  - b) Country Energy shall grant an additional week as paid annual leave to shift workers working to a shift roster covering seven (7) days per week, Monday to Sunday.
  - c) Payment for the additional annual leave shall include the shift allowance and penalties. An employee who has worked as a six (6) day or seven (7) day shift worker for a portion of the year shall be granted additional leave on a proportionate basis.
- (v) Country Energy shall not pay an employee in lieu of annual leave whilst the employee remains an employee of Country Energy.
- (vi) **Payment for Recall to Work Whilst on Annual Leave or Day/s in Lieu**
  - a) An employee, who is recalled to work whilst on Annual Leave or Day/s in Lieu, shall be paid at the rate of double time, such rate to continue until they are relieved from duty, in addition to the annual leave payment made for that day.
  - b) An employee who is recalled to work outside of their usual hours, whilst on annual leave or Day/s in Lieu, shall be paid at the rate of double time and one half until released or their normal working hours commence.
  - c) An employee recalled to work whilst on annual leave or Day/s in Lieu shall be paid a minimum of four (4) hours pay at the appropriate rate, either a) or b) above.

### **2 AWARD HOLIDAYS**

- (i) Employees shall be granted the following days as Award Holidays with pay:
  - a) Any day proclaimed as a State-wide public holiday.

- b) **Union Picnic Day.** The Picnic Day shall be a recognised holiday for employees who are members of the Unions party to this Agreement.
- c) By agreement in accordance with local community arrangements a day other than the prescribed Union Picnic Day may be taken as a substitute day.

(ii) **Payment for Work on an Award Holiday**

An employee, including a shiftworker;

- a) Who is required to work on an Award holiday or the day substituted, shall be paid at the rate of double time, such rate to continue until they are relieved from duty, in addition to the usual pay for the day.
- b) Who is required to work outside of their usual working hours on an Award Holiday shall be paid at the rate of double time and one half until released. For a shift worker this includes overtime which is continuous with the beginning of an Award holiday.
- c) Who is required to work on an Award holiday shall be paid for a minimum of four (4) hours work at, at the appropriate rate, either a) or b) above.

(iii) **Employee Absent Prior to and After an Award Holiday**

- a) An employee shall not be entitled to payment for an Award Holiday if absent from work without approval on the ordinary day before or after the Award Holiday.
- b) Upon request from Country Energy, evidence of attendance at the Picnic Day will be sufficient if a butt of the ticket to the Picnic Day is produced in order to claim payment for the day.

(iv) **Award Holiday During Leave of Absence**

An employee, absent without pay for more than five (5) consecutive working days, shall not receive payment for any Award Holiday which occurs during the absence.

(v) **Award Holiday for Shift Workers**

a) **Shift Day Off**

If an Award Holiday occurs on an employee's shift day off under a shift roster system, then the day off must be paid for at ordinary rate or another shift day off allowed.

b) **Normal Rostered Shift**

A shift worker who works the major part of a normal shift or an entire normal shift on an Award Holiday shall have one (1) day added to their Annual Leave.

(vi) **Additional Holiday**

In addition to any day proclaimed as a State-wide public holiday, all permanent full time and part time employees shall be entitled to leave on full pay of one [1] working day falling between Christmas and New Year's Day each year. This day is recognised as being in lieu of local community show days etc. Employees required to work on the Additional Holiday shall not be paid

penalty rates but shall be allowed time off equivalent to that worked, without loss of pay. Part Time employees not scheduled to work on the day shall be granted time on a proportional basis. Part Time Employees working on the day will accrue either the actual hours worked or their proportional rate whichever is greater

### 3 SICK LEAVE

- (i) An employee who is absent from work due to personal illness or injury, not due to injury by accident arising out of and in the course of employment, shall have access to sick leave with pay subject to the following:
- a) An employee shall where possible notify their manager/team leader, within one (1) hour of the employee's usual starting time, of the employee's inability to attend on account of personal illness or injury and advise of the estimated duration of absence.
  - b) An employee will not be required to produce medical certificates except as required in Clause 25 (c). However, an employee is required to satisfy their manager/team leader that an absence is due to personal illness or injury.
  - c) The management of sick leave shall be in accordance with Country Energy's Sick and Personal Carers Leave Policy. If an employee is to undergo sick leave case management, the employee may be required to produce satisfactory medical evidence.
  - d) Where an employee has a long term illness, which has caused the employee to be absent for more than six (6) months, Country Energy will consult with the employee's union and the employee's medical adviser or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work. If the medical advice confirms that the employee will be unable to return to work, Country Energy may terminate the employee's service.
  - e) Where it has been established, on medical advice, that the employee is unlikely to return to work because of the employee's illness or injury, Country Energy may terminate the employee's service. In addition to other termination of employment entitlements, the employee will be paid an amount equivalent to two (2) weeks pay for each year of service with Country Energy up to a maximum of twenty six (26) weeks pay plus four (4) weeks pay in lieu of notice.

(ii) **Avoidance of Duplicate Benefits**

An employee, who has been granted sick leave under this Clause, and who in respect of the same period of sick leave receives compensation under any Act or law, shall reimburse Country Energy from that compensation, any amounts paid as sick leave.

(iii) **Existing Accumulation**

- a) Employees shall have their untaken sick leave accumulated as at 30 June 1997 preserved.

An employee shall be paid their preserved balance where an employee's service is terminated because the employee is unable to return to work under sub-clause (i) (d) or (e) above, or where an employee is made redundant by Country Energy, or when an employee retires permanently from the workforce in accordance with Clause 5 (iv) and (v) of this Agreement.

- b) Where an employee dies, the preserved balance shall be paid to the employee’s legal representative.

(iv) **Illness During Annual and Long Service Leave**

If an employee suffers personal illness or injury for a period of at least five (5) consecutive days whilst on Annual or Long Service Leave, the employee will be granted additional leave equivalent to the period of personal illness or injury which occurred during the leave. In these circumstances, satisfactory medical evidence will be necessary.

**4 LONG SERVICE LEAVE**

- (i) Country Energy shall grant each employee Long Service Leave on full pay as follows:

Length of Continuous Service	Amount of Leave
After 10 Years	13 weeks
Between 10 and 15 years	1.7 weeks per year
After 15 years	2.7 weeks per year

- (ii) **Accrual of Leave**

Long Service Leave shall accrue during a period of continuous service on a pro rata basis proportionate to the scale of leave set out above. However, the amount of accrued leave which an employee has shall be reduced by any period of leave previously taken.

- (iii) **Taking of Leave**

An employee shall not be entitled to take any period of Long Service Leave until the employee has completed ten (10) years continuous service with Country Energy. The taking of Long Service Leave shall be at the discretion of the employee but at a time convenient to, and by mutual arrangement with Country Energy taking into consideration staffing levels and workloads.

- (iv) **Fragmented Leave**

Long Service Leave may, be taken in separate periods of not less than one (1) week.

- (v) **Notice of Leave**

An employee shall give Country Energy at least one (1) month’s notice of the taking of Long Service Leave. However, a shorter period of notice may be given in cases of unforeseen events which necessitate an employee taking leave.

- (vi) **Continuous Service**

For the purposes of this clause, continuous service will mean employment in New South Wales with any city, municipality, shire, county district or other local government body which has supplied or is supplying electricity to the public of New South Wales or Electricity Commission of NSW, including its subsequent derivatives, or employment in New South Wales with any corporation which has supplied or is supplying electricity to the public of New South Wales and from one such body to another, which is unbroken by a period of employment or absence outside the service of any such body, provided that:



- a) Service with any such body shall be taken as prescribed by the appropriate Awards or industrial agreements relating thereto;
- b) Any absence without payment, not exceeding one (1) month, between periods of employment with any such body, which involves genuine illness or injury or is required for the purpose of attending to matters of a domestic or personal nature in preparation for the taking up of a new appointment, shall be deemed not to have interrupted the continuity of service;
- c) Any absence without payment which exceeds one (1) month between periods of employment with any such body shall be subject to special consideration of the reasons involved and shall be approved by Country Energy before being accepted as not having interrupted the continuity of service.

(vii) **Periods Not Included**

Periods which shall not be included in the calculation of continuous service are unpaid absences and periods between separate periods of employment with Country Energy except as provided for in sub clause (vi) (c) of this clause.

(viii) **Transfer of Credits/Payments**

Recognition of previous service as defined in subparagraph (vi) (a) of this paragraph and any consequential transfer of credits or transfer of payments shall be limited to such bodies where there is reciprocal recognition and arrangements for credit of past service with Country Energy.

(ix) **Payment**

- a) Allowances - An employee who regularly receives payment of On Call and Standing By allowances, shift allowances or any allowance payable as an all purpose allowance, will receive payment of those allowances during periods of Long Service Leave on the same basis of payment or average payment to the employee in the four (4) week period prior to the date of commencement of the leave.
- b) Full Pay - During a period of Long Service Leave, an employee shall be paid in addition to allowances, the employee's ordinary rate of pay which the employee would have received for the period had the employee not been on leave. Provided that in the case of a part time employee, the payment of leave shall be calculated by averaging the employee's hours over the previous twelve (12) months.
- c) Payment Before Leave - An employee shall be entitled to receive payment for the full period of Long Service Leave prior to the date upon which the leave commences.

(x) **Holidays Excluded**

Long Service Leave shall be exclusive of all Award Holidays which occur during the period of such leave.

(xi) **Termination of Employment**

a) **Ten (10) Years**

Where an employee has completed at least ten (10) years continuous service, and the employee's employment is terminated for any reason, or the employee dies, the employee or the employee's legal representative shall be paid the amount due for the employee's accrued Long Service Leave.

b) **Short Service**

Where an employee has completed at least five (5) years service and employment is terminated by Country Energy for any reason, or by the employee on account of illness, incapacity or other domestic or pressing necessity, or by reason of death Country Energy shall pay to the employee or the employee's legal representative the monetary equivalent of the employee's accrued Long Service Leave.

c) **Payment on Termination**

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for accrued Long Service Leave.

(xii) **No Payment In Lieu**

Country Energy shall not pay an employee in lieu of Long Service Leave, whilst the employee remains an employee of Country Energy.

**5 PERSONAL CARER'S LEAVE**

- (i) An employee, other than an a casual employee, with responsibilities in relation to a class of person set out in sub-clause 26.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause, sick leave provided for in the Agreement for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of one day.

**Note:** In the unlikely event that more than 10 days sick leave in any one year is to be used for caring purposes the employer and the employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the grievance resolution procedure of the Agreement should be followed.

- (ii) The employee shall, if required,
- a) Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - b) Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

- (iii) The entitlement to use sick leave in accordance with this clause is subject to:
- a) The employee being responsible for the care and support of the person concerned: and,
  - b) The person concerned being:
    - 1) A spouse of the employee; or
    - 2) A de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
    - 3) A child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian ), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - 4) A same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - 5) A relative of the employee who is a member of the same household, where for the purpose of this paragraph :
      - “relative” means a person related by blood, marriage or affinity.
      - “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; or
      - “household” means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the employer reasonable notice prior to the intention to take leave, the reason for taking such leave and the estimated length of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (v) An employee may elect with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 26.3.2 above who is ill or who requires care due to an unexpected emergency.
- (vi) An employee may elect with the consent of the employer, to take annual leave not exceeding ten days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties, for the purposes of providing care to a class of person set out in subclause 26.3.2
- a) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (vii) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- (viii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, which is an hour for each hour worked.

- (ix) If, having elected to take time as leave, in accordance with subclause 26.7, the leave is not taken for whatever reason; payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (x) Where no election is made in accordance with the said subclause 26.7, the employee shall be paid overtime rates in accordance with the Agreement.
- (xi) An employee may elect, with the consent of the employer, to work 'make-up time' under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.
- (xii) An employee on shift work may elect, with the consent of the employer, work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (xiii) An employee may elect, with consent of the employer, to take a rostered day off at any time.
- (xiv) **Personal Carer's Entitlement for casual employees**
  - a) Subject to the evidentiary and notice requirements in subclause 5.2 and 26.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 5.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

## 6 PARENTAL LEAVE

- (i) Employees shall have, in connection with the birth or adoption of a child, maternity, paternity or adoption leave in accordance with the provisions of the NSW Industrial Relations Act, 1996.
- (ii) An employee shall, subject to the completion of twelve (12) months continuous service with Country Energy, be entitled to;
  - a) Maternity leave with full pay for a period of 14 weeks, or, in the alternative, 28 weeks at half pay and;
  - b) Adoption leave with full pay for a period of 14 weeks, or in the alternative, 28 weeks at half pay and;
  - c) Paternity leave with full pay for a period of 1 week or in the alternative, 2 weeks at half pay.
  - d) Request Parental Leave on a Part Time basis until the child reaches school age.

- (iii) An employee shall be entitled to request such additional leave without pay as shall amount in aggregate to a total period of maternity leave and adoption leave not exceeding one hundred and four (104) weeks.
- (iv) In accordance with this clause, an employee may utilise the whole or part of any Annual Leave and/or Long Service Leave or other paid leave provided that the total period of leave does not exceed one hundred and four (104) weeks.
- (v)
  - a) Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
  - b) An employer must not fail to re-engage a regular casual employee (s.53 (2) of the Act) because:
    - 1) The employee or the employee's spouse is pregnant; or
    - 2) The employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

**c) Right of Request**

- 1) An employee entitled to parental leave may request the employer to allow the employee:
  - To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
  - To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - To return from a period of parental leave on a part-time basis until the child reaches school age;
  - To assist the employee in reconciling work and parental responsibilities.
- 2) The employer shall consider the request having regard to the employee's circumstances and, provide the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such Grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 3) Employee's request and the employer's decision to be in writing The employee's request and the employer's decision made under iii (A) (b) and iii (a) (c) must be recorded in writing.
- 4) Request to return to work part-time

Where an employee wishes to make a request under iii(A)(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(vi) **Communication during parental leave**

- a) Where an employee is on parental leave and a definite decision has been made to introduce significant change to the workplace, the employer shall take reasonable steps to:
  - 1) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - 2) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- b) The employee shall also take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to work on a part-time basis.
- c) The employee shall notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

(vii) Paid leave of absence granted under this Clause shall be counted as service for the purposes of this Agreement.

## 7 JURY SERVICE LEAVE

- (i) An employee shall notify Country Energy as soon as possible of the date upon which they are required to attend for Jury Service.
- (ii) An employee shall be paid by Country Energy the difference between the Jury Service fee received and the employee's ordinary time rate of pay for Jury Service during the employee's usual ordinary working hours.
- (iii) An employee who attended Jury Service during a period of Annual or Long Service Leave or paid Maternity Leave shall, on application and on production of satisfactory evidence, be credited with leave, for the period during which the employee would have been on annual or long service leave had the employee not been on Jury Service.

## 8 BEREAVEMENT LEAVE

- (i) Where an employee's immediate family member dies, the employee shall be granted bereavement leave with pay for any unworked part of the ordinary working day or rostered shift during which the employee was notified of the death and up to a further two (2) ordinary working days or rostered shifts.
- (ii) Immediate family includes the employee's spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an

adopted child, a step child or an ex nuptial child), parent, parent in law, grandparent, aunt or uncle, grandchild or sibling.

(iii)

- a) Subject to the evidentiary and notice requirements in 5 (iii), casual employees are entitled to not be available to attend work, or leave work upon the death in Australia of a person prescribed in subclause (iv) of Clause 5 Personal Carers Leave.
- b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are not otherwise affected.

## 9 UNION TRAINING LEAVE

- (i) An employee may make application to Country Energy for paid leave to attend Union courses/conferences.
- (ii) Country Energy's approval of an application for Union leave is subject to:
  - a) The taking of the leave shall be dependent upon Country Energy being able to make adequate staffing arrangements.
  - b) Training courses/conferences should be for Union delegates or workplace representatives for whom the approved course is of relevance.
  - c) Written application and at least six (6) weeks notice, or other agreed period, for leave shall be given.
  - d) Paid leave will not incur any other payment other than the ordinary rate of pay.
  - e) An annual pool of paid leave up to a maximum of one hundred (100) days will be provided by Country Energy for employees to use for Union leave. Extra leave may be granted by approval of the Managing Director.

## 10 ACCIDENT LEAVE

- (i) **Accident Pay**
  - a) An employee, after a period or periods of worker's compensation totalling twenty six [26] weeks, shall be entitled to accident pay for a further period of absence, or absences up to a period of twenty six [26] weeks of incapacity.
  - b) Accident Pay is not payable for the first twenty six [26] weeks of a period of incapacity.
  - c) Accident Pay shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the NSW Workers' Compensation Act, as amended and the employee's ordinary rate of pay.

- d) Accident Pay shall be payable only for a period or periods of incapacity while the employee remains an employee of Country Energy.
- e) An employee shall not be entitled to the payment of Accident Pay in addition to payment for any period of Annual Leave, Sick Leave, Long Service Leave or any Award Holiday, or for any period for which the employee has received a verdict for damages or a payment as settlement for a claim related to a compensation injury.

(ii) **Notice of Injury**

An injured employee shall give notice in writing, of the injury and circumstances leading to the injury, to Country Energy without undue delay, and shall provide in writing all other information as Country Energy may reasonably require.

(iii) **Medical Examination**

Nothing in this Clause shall in any way be taken as restricting or removing Country Energy's right under NSW workers' compensation laws, to require the employee to submit for examination by a legally qualified medical practitioner, provided and paid by Country Energy.

If the employee refuses to submit to such examination or in any way obstructs the same, the employee's right to receive or continue to receive Accident Pay shall be suspended until such examination has taken place.

(iv) **Damages or Settlement**

The employee shall not be entitled to receive Accident Pay if the employee fails to give Country Energy:

- a) An undertaking that if the employee obtains a verdict for damages against Country Energy in respect of the injury or is paid an amount in settlement of any claim for damages that the employee has made against Country Energy for the injury, the employee will immediately upon receipt of payment or upon receipt of payment by the employee's agent of a verdict for damages or amount in settlement of the claim, repay to Country Energy the amount of Accident Pay which Country Energy has paid.
- b) An undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages against that third party the employee will out of such verdict or amount of money repay to Country Energy the amount of Accident Pay which Country Energy has paid.
- c) An irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against that third party or any amount of money payable to the employee in settlement of any claim for damages made against that third party to pay to Country Energy the amount of Accident Pay which Country Energy has paid to the employee.

## **SECTION 5 – ALLOWANCES**

### **1 LEADING HAND ALLOWANCE**

- (i) An employee employed at or below Pay Point 25 in a field based position, who is in charge of and responsible for a work group comprising that employee and at least two (2) other employees shall receive Leading Hand.
- (ii) An amount per day as per Table 3 - Allowances shall be added to a Permanent Leading Hand's usual classification and grade daily rate of pay. This amount shall be payable for all purposes of the Agreement.
- (iii) An employee may be designated as a Leading Hand on a temporary or on an acting basis to meet short term business needs, and will be paid the allowance daily for all purposes of the Agreement, if this period is three (3) days or more in any one week, then the allowance shall be paid for the remainder of the working week, either a four (4) or five (5) day week, as appropriate.
- (iv) Continuous appointed temporary or acting periods shall not exceed twelve months, except where an employee is relieving for an employee on approved leave or if prior notice has been given as to the temporary nature and period required.

### **2 ELECTRICAL SAFETY RULES ALLOWANCE**

The Electrical Safety Rules Allowance will be paid to employees appointed to electrical positions who have passed the safety rules test and who are required to work or supervise or direct work in accordance with these rules. Typically employees who hold a trades' certificate from the family of electrical trades (including apprentices) will receive this allowance.

Employees in non-electrical trades' technical and professional classifications, who are required to sit an abridged version of the safety rules exam, and are required to work in accordance with these rules, will receive 80% or 60% of the allowance. Employees in the Administrative Officer stream shall have an examination of their role and requirements to determine whether they are eligible for payment of the Safety Rules Allowance.

See Appendix 7 for rates and Appendix 8 for Guideline.

### **3 FIRST AID and CHIEF FIRE WARDEN ALLOWANCES**

#### **First Aid Allowance**

- (i) All employees will be encouraged to obtain a First Aid Certificate. The costs of obtaining the certificate and the ongoing renewal costs will be met by Country Energy.
- (ii) An employee who is the holder of a current recognised First Aid Certificate and who is designated first aid attendant shall be paid a weekly First Aid Allowance as per Appendix 6 Table 3 - Allowances.

### **Chief Fire Warden Allowance**

An employee who has received the appropriate training and is designated as a Chief Fire Warden shall be paid a weekly Chief Fire Warden allowance as per Appendix 6 table 3 - Allowances

## **4 ISOLATION & CLIMATIC ALLOWANCES**

### **(i) Isolation Allowance**

Employees permanently attached to a Country Energy Field Service Centre or Office in a town with a population of less than 10,000 which is 250 kilometres or more from a town or city with a population of 20,000 or greater shall be paid a weekly Isolation Allowance as set out in Appendix 6 Table 3 - Allowances.

### **(ii) Climatic Allowance**

Employees who work in Jindabyne Field Service Centre (FSC) or other Country Energy Field Service Centre or office which is situated upon or to the west of a line drawn from a point on the right bank of the Murray River opposite Echuca (Victoria) and then to the following towns in the order stated, Deniliquin, Griffith, Condobolin, Narromine, Coonamble, Gunnedah, Narrabri, Moree and Goondiwindi shall be paid an allowance as set out in Appendix 6 Table 3 - Allowances.

(iii) These allowances do not form part of the ordinary rates of pay for the purpose of the calculation of overtime or paid for other purposes.

**These Allowances do not form part of Country Energy's Remote Area Policy, which is a separate initiative**

## **5 AIRCRAFT ALLOWANCE**

- (i) An employee who is required in the course of employment to be engaged in a rotary or fixed wing aircraft in inspection and reporting on the distribution network shall be paid an allowance as per Table 3 - Allowances, per day or part thereof whilst so engaged.
- (ii) Paid on Overtime - this allowance shall apply during periods of overtime. This allowance is not paid for other purposes.
- (iii) Prior to use by employees the full service history of the particular aircraft to be used are to be made available.

## **6 TELEPHONE ALLOWANCE**

Employees who are required to provide a telephone at their home for the purpose of Country Energy business, shall be given a quarterly flat rate allowance, which shall be paid in equal weekly instalments, as set in Table 3- Allowances to cover telephone rent, service and equipment charges and business calls. Where, in any quarter, the cost of business calls exceeds the quarterly allowance, the employee shall provide proof of the additional calls and then be reimbursed the cost of the excess calls.

## **7 TRAINING ALLOWANCE**

- (i) A Training Allowance shall as per Table 3 - Allowances shall be paid to employees required to provide regulatory training to or carry out the functions below:
  - a) Employees who are required to prepare and present approved regulatory training courses to other staff members and;
  - b) Conduct formal assessment (of a course and/or individual participant).
- (ii) The Training Allowance shall not apply where the responsibility for the above duties is a function of the employee's appointed position.
- (iii) All training will be paid at ordinary time, if the course has been approved by Country Energy.

## **8 PRIVATE MOTOR VEHICLE - ALLOWANCES**

### **(i) Casual Use of Motor Vehicles**

An employee who, by arrangement, uses a privately owned motor vehicle in their job shall be paid for the casual use at the Australian Taxation Office rates.

## **9 MOVEMENT OF ALLOWANCES**

Allowances described in the Table of Allowances shall increase at the same percentage rate as the rates of pay excluding Electrical Safety Rules, Meal Allowance, Isolation Allowance and On Call Allowance.

## SECTION 6 - MISCELLANEOUS

### 1 OUTSOURCING

- (i) Where Country Energy is considering outsourcing work which would normally be performed by Country Energy employees, Country Energy will consult with the affected employees and the relevant Union (s) in accordance with the requirements of this clause.
- (ii) In the event that Country Energy identifies that it will outsource/contract out work, which is work that would normally be performed by Country Energy employees, the nature of the activity or project will be referred to the Outsourcing Consultative Committee, following a Briefing Paper being forwarded to the Union parties. This will occur prior to the tender process commencing.
- (iii) This Committee shall comprise of the General Manager – Human Resources (or his/her nominee), and the General Secretary of the relevant Union (s) (or his/her nominee). As required, the involvement of the relevant Executive General Manager and/or a maximum of two relevant union delegates from each Union may be coopted to assist with detailed information regarding the activity/project to be outsourced. All Committee meetings are to be minuted. The minutes will be circulated to all parties in attendance no later than four (4) days following the meeting.
- (iv) For any activity or project being submitted for consultation to the Outsourcing Committee the following criteria shall be demonstrated by Country Energy:
  - a) Where insufficient resources are available (including consideration of the usage of permanent part time, temporary or casual employment arrangements) to meet the current Country Energy work commitment and work timetable or;
  - b) The failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
  - c) The use of outsourcing or contracting to the work is commercially the most advantageous option taking into account; quality, safety, system performance, cost and the overall strategic direction of Country Energy.
- (v) The Committee shall adhere to a timeframe of no more than 28 days, after the Briefing Paper has been provided, to complete the consultative process on the activity/projects before them. This timeframe may be extended by mutual agreement of the parties.
- (vi) Either party may seek the assistance of the NSW Industrial Relations Commission during the consultation process. Grievances relating to outsourcing will be directly referred to the Outsourcing Consultative Committee for consideration.
- (vii) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must:
  - a) Provide a written undertaking to comply with the safety, environmental and quality standards of Country Energy.
  - b) Provide a written undertaking to conform to all Acts, Awards and agreements affecting the employees of the Contractor.
  - c) Demonstrate it has established appropriate industrial relations policies and practices.

## 2 DRIVERS' LICENCE

An employee appointed to a position which requires the employee to hold a motor vehicle drivers' licence shall be reimbursed the cost of such license by Country Energy.

## 3 WET WEATHER

Where because of wet weather, an employee stops work; the employee shall be paid for time not worked provided the employee:

- (i) Remains at work until directed to leave work;
- (ii) Stands by as directed; and
- (iii) Reports for duty as directed.

## 4 TOOLS

- (i) Country Energy shall provide employees with the necessary tools to perform their duties. Tools will only be supplied and or purchased in accordance with the Country Energy Tools policy.
- (ii) Damaged, lost or worn tools shall be replaced by Country Energy.
- (iii) Employees shall use the tools for their intended purpose only.
- (iv) Employees shall exercise all care in the use of and safe keeping of tools.

## 5 CLOTHING

- (i) To fulfill safety requirements relating to the provision of personal protective clothing, Country Energy shall provide personal protective clothing in accordance with an agreed schedule.
- (ii) Employees must ensure they wear and/or use appropriate clothing and/or equipment for the purpose for which it was provided.
- (iii) Clothing will be replaced on a fair wear and tear basis approved by the employee's manager/team leader.

## 6 UNION DELEGATES' RIGHTS

Union Delegates at Country Energy shall have the right to:

- (i) Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- (ii) After advising the employer upon arrival and obtaining permission the right of the Union organiser/official and the Union delegate to move freely for the purpose of consulting other delegates during working hours and to negotiate with the management together with other Union

- delegates on behalf of all or part of the members and on any matters in accord with Union policy affecting the employment of members.
- (iii) Call meetings and for members to attend these meetings on the job, such meetings to be outside of work time unless prior permission obtained.
  - (iv) Have protection for victimisation and this right to be expressed in prohibiting the employer seeking to separate the Union delegate from the Union members that elected them without first consulting with the Union.
  - (v) Have access to a telephone, computer, intranet and internet, to have within their work proximity suitable cupboards and furniture to enable them to keep records, Union circulars, receipt books, etc so as to efficiently carried out the Union responsibilities.
  - (vi) Place notices on notice boards after advising the employer of the notice details. Notices can be placed on notice boards dealing with matters of interest to members and within the policy of Country Energy.
  - (vii) Attend meetings (e.g. regional, organisational or delegates) held by the Union in which they hold office without loss of any or rights following the approval of Country Energy.
  - (viii) Have all agreements and arrangements negotiated with Country Energy set out in writing, and for these agreements and arrangements, including Awards, to be provided to delegates on request.

## **7 SUPPLY OF RESIDENCE**

Where an employee is provided with a residence by Country Energy (with or without concessions), the weekly value of such residence and concessions shall be determined by Country Energy.

## **8 LEAVE RESERVED**

The parties will endeavour to ensure that the following matters are resolved during the life of the Agreement:

- (i) Clarification of the 16 in 24 hour rule and its application to ensure proper fatigue management
- (ii) Creation of a working group to investigate issues and possible initiatives to recognise employees who spend significant time away from home in the course of their duties
- (iii) Continue to devolve the Technical Officer Classification Stream where appropriate.
- (iv) Investigate formal part time shift work provisions.
- (v) Investigate the implementation of a job evaluation system as a sanity check to the AQF evaluations.

The parties consent to the variation of the Agreement to include any of the above matters once resolved.

## **9 NO EXTRA CLAIMS**

The parties to this Agreement agree not to pursue any additional or extra claims during the term of this Agreement except in accordance with Section One Clause Five – Future Negotiations, or in accordance with any decision of the Industrial Relations Commission of New South Wales

## **Section Seven - Appendices**

### **APPENDIX 1 - UNUSED ACCRUED SICK LEAVE**

It has been agreed in principle that unused preserved sick leave can be (voluntarily by each employee) accessed. There are to be two access dates per year, spreading over more than one financial year, for the life of this current agreement.

### **APPENDIX 2 – ISOLATED AREAS – INCLUDING INDIGENOUS ISSUES**

- (i) The Agreement parties are agreed to proactively support recruitment and employment in isolated areas. The Union parties are also committed to an involvement in developing the terms of reference for such work and the work of the existing Recruitment Group for Isolated Areas.

### **APPENDIX 3 – ENGAGEMENT OF LABOUR HIRE AGENCY WORKERS**

Parties to this Agreement recognise the need for Country Energy to engage labour hire agency workers from time to time to meet short term business needs. These engagements may need to be undertaken within short time frames. Country Energy will consult with the relevant parties where the engagement of labour hire agency workers is required.

In this context the parties recognise short term as a maximum of 12 months except in circumstances where consultation has taken place prior to any extension of this timeframe to ensure the relevant parties have visibility of labour hire agency workers a regular report must be provided at the Consultative Committee meetings.

APPENDIX 4 - TABLE 1: COUNTRY ENERGY RATES OF PAY

Pay point	\$ 1.7.2008	\$ 1.7.2009	Hourly rate 1.7.2009	\$ 1.7.2010	Hourly rate 1.7.2010
		3.5%		3.5%	
1	463.41	479.62	13.32	496.41	13.79
2	563.02	582.73	16.19	603.12	16.75
3	651.99	674.81	18.74	698.43	19.40
4	730.60	756.17	21.00	782.63	21.74
5	755.47	781.91	21.72	809.28	22.48
6	781.08	808.42	22.46	836.71	23.24
7	793.88	821.67	22.82	850.43	23.62
8	818.99	847.65	23.55	877.32	24.37
9	835.45	864.69	24.02	894.95	24.86
10	886.85	917.89	25.50	950.01	26.39
11	922.42	954.71	26.52	988.12	27.45
12	940.80	973.73	27.05	1007.81	27.99
13	959.71	993.30	27.59	1028.06	28.56
14	978.82	1013.08	28.14	1048.54	29.13
15	998.63	1033.58	28.71	1069.75	29.72
16	1018.61	1054.27	29.29	1091.16	30.31
17	1038.97	1075.34	29.87	1112.97	30.92
18	1059.50	1096.58	30.46	1134.96	31.53
19	1080.78	1118.61	31.07	1157.76	32.16
20	1102.44	1141.03	31.70	1180.96	32.80
21	1113.99	1152.98	32.03	1193.34	33.15
22	1124.49	1163.84	32.33	1204.58	33.46
23	1146.82	1186.96	32.97	1228.50	34.13
24	1169.94	1210.89	33.64	1253.27	34.81
25	1193.25	1235.01	34.31	1278.24	35.51
26	1241.72	1285.18	35.70	1330.16	36.95
27	1266.27	1310.59	36.41	1356.46	37.68
28	1317.62	1363.74	37.88	1411.47	39.21
29	1343.88	1390.91	38.64	1439.60	39.99
30	1370.65	1418.62	39.41	1468.27	40.79
31	1398.18	1447.11	40.20	1497.76	41.60
32	1426.29	1476.21	41.01	1527.88	42.44
33	1454.74	1505.66	41.82	1558.36	43.29
34	1513.55	1566.52	43.51	1621.35	45.04
35	1543.68	1597.71	44.38	1653.63	45.93
36	1574.48	1629.59	45.27	1686.63	46.85
37	1638.15	1695.49	47.10	1754.83	48.75
38	1704.53	1764.19	49.01	1825.94	50.72
39	1773.20	1835.27	50.98	1899.50	52.76
40	1844.89	1909.46	53.04	1976.29	54.90
41	1881.91	1947.78	54.10	2015.95	56.00
42	1919.40	1986.58	55.18	2056.11	57.11
43	2035.93	2107.19	58.53	2180.94	60.58
44	2119.19	2193.36	60.93	2270.13	63.06

**APPENDIX 5 - TABLE 2: COUNTRY ENERGY SHIFT ALLOWANCES**

Section- Clause	Allowance Description	Frequency	Amount 1.07.08	Amount 1.07.09 (3.5%)	Amount 1.07.2010 (3.5%)
Sect 2 -2	Shift				
	Afternoon Shift	Per Shift	\$29.96	\$31.01	\$32.09
	Night Shift	Per Shift	\$41.20	\$42.64	\$44.13
	Early Morning Shift	Per Shift	\$10.23	\$10.59	\$10.96

\*Agreed initial increase.

**APPENDIX 6 - TABLE 3: COUNTRY ENERGY ALLOWANCES**

Section- Clause	Allowance Description	Frequency	Amount 1.07.08	Amount 1.07.09 (3.5%)	Amount 1.07.2010 (3.5%)
Sect 2-4	On Call Allowance	Per Week	\$170.00	\$170.00	\$170.00
	Per day Mon to Fri	Per Day*	\$30.64	\$30.64	\$30.64
	Per Day Sat/Sun/Hol	Per Day*	\$45.95	\$45.95	\$45.95
Sect 2-5	Meal Allowance	Per meal	\$12.14	\$12.14	\$12.14
Sect 5-3	First Aid Allowance	Per week	\$14.58	\$15.09	\$15.62
Sect 5-3	Chief Fire Warden Allowance	Per week	\$14.58	\$15.09	\$15.62
Sect 5-1	Leading Hand Allowance	Per day	14.42	\$14.92	\$15.44
Sect 5-5	Aircraft Allowance	Per day	\$18.67	\$19.32	\$20.00
Sect 5-4	Isolation Allowance	Per week	\$54.09	\$54.09	\$54.09
Sect 5-4	Climatic Allowance	Per week	\$10.09	\$10.44	\$10.80
	Per Day at Location	Per day	\$2.02	\$2.09	\$2.16
Sect 5-6	Telephone Allowance	Per week	\$16.22	\$16.79	\$17.38
Sect 5-7	Training Allowance	Per day	\$32.36	\$33.49	\$34.53

\* Not to exceed maximum allowable weekly amount



**APPENDIX 7 - TABLE 4: COUNTRY ENERGY ELECTRICAL SAFETY ALLOWANCE**

<b>Electrical Safety Allowance PER WEEK</b>			
	<b>30.06.2009</b>	<b>1.07.2009</b>	<b>1.07.2010</b>
<b>100%</b>	\$104.50	\$110.00	\$120.00
<b>80%</b>	\$83.60	\$88.00	\$96.00
<b>60%</b>	\$62.70	\$66.00	\$72.00

## APPENDIX 8 - ELECTRICAL SAFETY RULES ALLOWANCE GUIDELINE

### 1 Purpose

To ensure the Company outlines the application of the Electrical Safety Rules Allowance in accordance with the Country Energy Conditions of Employment Agreement.

### 2 Scope

This applies to defined Agreement and EBA Employees who:

- Are required to work in accordance with Country Energy Electrical Safety Rules
- Requires a working knowledge and application of the Electrical Safety Rules to fulfil their role
- Are required to maintain currency and competency in Electrical Safety Rules with training and assessment; and
- Through the application of this guideline, are eligible for the Electrical Safety Rules Allowance.

### 3 References

CEPG8030	-	Electrical Safety Rules
CEM7062	-	Country Energy Agreement
CEM7040	-	High Voltage Live Line Manual
CEFD6088	-	Employee Notification Form

### 4 Definitions

For the purposes of this guide only:

**Electrical Trade** – the employee will hold an AQF3, or above, qualification in either Systems Electrician, Powerline Worker, Cable Jointer (or their recognised equivalents) or Electrical Engineering qualification.

**Electrical Position** – Is a position within Country Energy's Infrastructure Operations or Engineering Services business units that is directly involved with the reticulation and supply of electricity and the employee is deemed an Authorised person, in accordance with CEPG8030. For the purpose of this guide only, this may include associated positions that provide Technical Planning, Direction, Advice, Training or Supervision of those positions, and may be within other Business units.

**Employee** – A person who has permanent, temporary or casual employment with Country Energy. It does not include persons who are engaged by a contract or provides a service to Country Energy

**Trade Qualification** – The employee will hold an AQF3, or above, qualification in a Trade other than an Electrical Trade (see above) For example Plumber, Mechanic, Communications, Horticulture, Surveying or Engineering.

**Trade Position** – Is a position within any of Country Energy's business units that requires the employee to hold a Trade Qualification other than an Electrical Trade.

**CATT Certified** – means the employee is certified, and current, for Close Approach Tree Trimming (3 & 4) by an approved Organisation, and is required by Country Energy to perform the work.

### **As defined in CEPG8030 – Electrical Safety Rules**

**Authorised** – means a person with technical knowledge or sufficient experience who has demonstrated competency and has been approved, in writing, by Country Energy to carry out specific duties associated with the supply or use of electricity.

**Competent Assistant** – means a person who has, every 12 months (6 months in Queensland), demonstrated the capabilities to rescue and resuscitate a person appropriate to the type of work being performed.

**Instructed Person** – means a person adequately advised or supervised by an authorised person to enable them to avoid the dangers electricity may create.

**Near** - means when there is a reasonable possibility of a person's body or any movable object that the person might be wearing, touching or carrying which is not designed for safe use on live conductors of the same or higher voltage, coming closer to a live exposed conductor than the minimum safe approach distances.

## **5 Assessment Criteria**

To determine the eligibility of a new position or a current employee for the Electrical Safety Rules Allowance, the following assessment must apply:

### **5.1 100% allowance**

To be eligible for this allowance, the employee must be appointed to an electrical position, holds an Electrical Trade qualification, during the previous 12 months demonstrated competency in the relevant sections of the electrical safety rules and

- a) Required to work on or near the electrical network as an Electrically Qualified and Authorised person in accordance with CEPG8030 - Electrical Safety Rules; or
- b) Carry out Operating Work on the electrical network; or
- c) Is Authorised and required to enter zone substations alone for the purposes of work; or
- d) Provide direct supervision at a task level to others performing work in the above criteria; or
- e) For the purpose of training, auditing, network design, network planning, technical written or verbal advice, the role requires specific knowledge of the Electrical Safety Rules and the employee is required to apply this knowledge to undertake the role.

### **5.2 80% allowance**

To be eligible for this allowance, the employee must be appointed to a trade position, hold the appropriate trade qualification, during the previous 12 months demonstrated competency in the relevant sections of the electrical safety rules and

- a) Work on or near the electrical network as an Authorised person in accordance with CEPG8030- Electrical Safety Rules; or
- b) Is nominated, and confirmed, by Infrastructure Operations or Engineering Services as a Competent Assistant for the purpose of attending an Electrically Qualified and Authorised Person as required; or
- c) Is Authorised and required to enter zone substations alone for the purposes of work; or

- d) For the purpose of training, auditing, network design, network planning, technical written or verbal advice, the role requires specific knowledge of the Electrical Safety Rules and the employee is required to apply this knowledge to undertake role.
- e) Employed in the role of either a CATT Certificated Electrical Worker or as an Asset Inspector

### 5.3 60% allowance

To be eligible for this allowance, the employee must be appointed in the role of Electricity Worker (or equivalent) during the previous 12 months demonstrated competency in the relevant sections of the electrical safety rules and

- a) Required to have and hold close approach for plant and equipment accreditation\*; or
- b) Work on or near the electrical network as an Instructed Person in accordance with CEPG8030 – Electrical Safety Rules; or
- c) Is nominated, and confirmed, by Infrastructure Operations or Engineering Services as a Competent Assistant for the purpose of attending an Electrically Qualified and Authorised Person as required; or
- d) Is Authorised and required to enter zone substations alone for the purposes of work; or
- e) For the purpose of network design, network planning, technical written or verbal advice, the role requires specific knowledge of the Electrical Safety Rules and the employee is required to apply this knowledge to undertake role.

\* NOTE: **Crane Plant Operators** that are designated and required to work to the safe approach distances for Live Line Work in accordance with CEM7040 - High Voltage Live Line Manual, shall receive the allowance under 5.2 at all times, whilst still designated.

### 5.4 Qualifications

- a) In the case where the employee does not hold an electrical qualification or trade qualification (as defined), the eligibility for the payment of the Electrical Safety Rules Allowance will be assessed under 5.3.  
Note: Where the employee is not appointed to the role of Electrical Worker (or equivalent), the assessment may occur under 5.3.
- b) In the case where an employee holds an Electrical Qualification and is engaged in a role that doesn't require the use of the qualification (egg: Meter Reader, Asset Inspector), but is occasionally utilised, and nominated, by Infrastructure Operations or Engineering Services to perform duties of an electrical position, they will be assessed under 5.5.

### 5.5 Secondments or Acting Duties

Where an employee is required to work in a role that does not receive the allowance, they will receive the allowance for the duration of the secondment or acting duties, on the basis that their Electrical Safety Rules training is current. If the secondment or acting occurs on a regular basis then it is recommended that the allowance be paid at all times, subject to being competent in the Electrical Safety Rules.

### 5.6 Position changes

Where an employee changes his/her position within Country Energy, an assessment of the position requirements in accordance with this procedure should be undertaken. Where the Electrical Safety Rules Allowance does not apply, any existing Electrical Safety Rules Allowance and payments to the employee must cease.

### 5.7 Present Occupant Only or Present Employee

Where an employee has been identified as being paid the Electrical Safety Rules Allowance in error or not in accordance with this procedure following a review and the Allowance is frozen, this amount only applies to the

present employee, not the role or position. Any other employee entering the role in the future would NOT be eligible for the allowance. If the present employee changes positions the allowance will be re-accessed under 5.6

## **6 Approval Process**

Where it is established an employee may be eligible for the Electrical Safety Rules Allowance, an Employee Notification Form must be submitted to the business unit General Manager or Regional General Manager for endorsement and then forwarded to the General Manager Human Resources or his delegate for final approval.

## **7 Authorities and Responsibilities**

**Regional General Managers and General Managers** have the authority and responsibility for:

- Endorsing applications for the Electrical Safety Rules Allowance.
- Ensuring that all managers; and employees understand their responsibilities under this procedure

**General Manager Human Resources** has the authority and responsibility for:

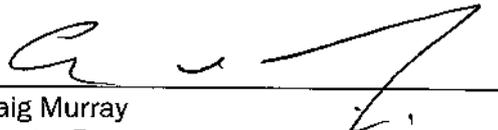
- Monitoring compliance with this procedure and
- Approve or reject applications for the Electrical Safety Rules Allowance.

**Manager Technical Training** has the authority and responsibility for:

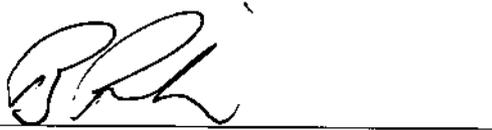
- Providing training and testing in the Electrical Safety Rules; and
- Providing timely and accurate training records to Human Resources.

**Human Resources** have the authority and responsibility for:

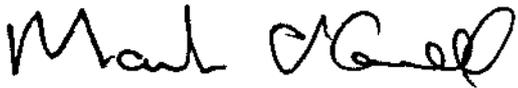
- Recording eligibility for Electrical Safety Rules Allowance against positions, and,
- Ensuring human resources information systems are updated and accurate.

  
\_\_\_\_\_  
Craig Murray  
Country Energy

Date 11/12/2009

  
\_\_\_\_\_  
Bernie Riordan  
Electrical Trades Union

Date 11/12/2009

  
\_\_\_\_\_  
Martin O'Connell  
APESMA

Date 14/12/2009

  
\_\_\_\_\_  
Ben Kruse  
United Services Union

Date 15/12/2009

