



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Electricity Networks Corporation T/A Western Power
(AG2021/5599)

WESTERN POWER AND AUSTRALIAN SERVICES UNION ENTERPRISE AGREEMENT 2021

Electrical power industry

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 18 JUNE 2021

Application for approval of the Western Power and Australian Services Union Enterprise Agreement 2021.

[1] An application has been made for approval of an enterprise agreement known as the *Western Power and Australian Services Union Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Electricity Networks Corporation T/A Western Power. The Agreement is a single enterprise agreement.

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

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

[4] The Agreement was approved on 18 June 2021 and, in accordance with s.54, will operate from 25 June 2021. The nominal expiry date of the Agreement is 22 August 2022.



COMMISSIONER

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**Western Power and Australian Services
Union
Enterprise Agreement
2021**

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1 Title

Western Power and Australian Services Union Enterprise Agreement 2021

2 Coverage and Term

- (a) This Agreement applies to Western Power and all employees, who are members of/or eligible to be members of the ASU, engaged by Western Power in a position covered by this Agreement under the classification structure set out in Schedule 4 – Classification and Remuneration Framework.
- (b) The roles covered by this Agreement will include all classes of work previously covered by the classification levels specified in Clause 4.1.1 of the Electricity Industry (Western Power Corporation) Award 2000 (Award ID: AP781097). Examples of the roles covered by this Agreement are set out in Schedule 4 – Classification and Remuneration Framework.
- (c) This Agreement will not apply to Western Power employees who are members of/or eligible to be members of the CEPU who are engaged in the classes of work previously covered by the classification levels specified in Clause 4.1.2, or in the jobs set out in Schedule 1 of the Electricity Industry (Western Power Corporation) Award 2000 and to whom the vocational qualifications referred to in Clause 4.3.4 of that Award applied generally.
- (d) The parties covered by this Agreement are Western Power and the ASU.
- (e) This Agreement shall apply to Western Power and its successors, assignees, or transmittes (whether immediate or not) to the business or part of the business.
- (f) This Agreement shall operate from seven (7) days after it is approved by the Fair Work Commission. The nominal term of the Agreement will expire on 21 August 2022. This Agreement will continue to operate until it is replaced by a new enterprise agreement or terminated in accordance with the Act.

3 No Extra Claims

This Agreement operates as a standalone agreement and replaces in entirety any and all awards, registered and unregistered agreements which may otherwise have applied to employees covered by this Agreement with the exception of local area flexibility agreements.

There will be no extra claims made by the union, the employer or employees for changes in wages, conditions or other benefits unless otherwise specified in this Agreement for the duration of this Agreement.

This Agreement is intended as a comprehensive statement of the mutual rights and obligations between the parties.

The parties undertake to commence negotiations to renew the terms of the Agreement at least three (3) months prior to the nominal expiry date of this Agreement, and the parties may make claims for the purpose of those negotiations for benefits that are to apply after this Agreement passes its nominal expiry date.

Western Power will not unreasonably deny workplace delegates paid time off to attend meetings with the ASU for the purpose of preparing for negotiations two (2) months prior to negotiations commencing.

4 Objectives

- (a) Objective
 - The objective of this Agreement is to:
 - (i) Enable employees to contribute to Western Power in serving customers by connecting people with electricity in a safe, reliable and affordable manner.
 - (ii) Provide safe, rewarding and challenging employment with job security and enabling work life balance for Western Power employees.

(b) Principles

The parties recognise that:

- (i) Western Power is a twenty-four (24) hour a day, seven (7) day a week customer service organisation that must provide quality products and cost effective services for the community.
- (ii) Improvements in productivity and efficiencies enhance the prospect of secure and sustainable employment.
- (iii) Work practices and arrangements will be subject to review on an ongoing basis to ensure working arrangements enable the needs of all stakeholders, namely customers, employees and Western Power to be met.

(c) Openness and Fairness

- (i) Western Power has the right to create and modify policies and procedures to suit a changing workplace or to comply with legislation.
- (ii) Where this affects employees' personal life or lifestyle there will be openness and fairness and Western Power will discuss proposed changes with ASU Workplace Delegates and/or Workplace Representatives and employees.
- (iii) The development or modification of policies that have an effect on the employee's working and personal life, will take account of guidelines or guidance notes published by a statutory authority where they exist. Genuine consideration will be given to concerns raised in these discussions.
- (iv) Employees have an obligation to follow lawful Western Power policies and procedures.

5 Mutual Obligations

5.1 Commitments of the Parties

(a) The parties to this agreement:

- (i) Acknowledge the benefits of being open in the pursuit of enhanced safety and efficiency;
- (ii) Understand that the dynamic nature of the electricity industry will require consultation, collaboration and flexibility across all levels of the business;
- (iii) Accept that flexibility is a shared responsibility across Western Power which will be enhanced by the level of good-will between management and employees;

to maintain and ensure Western Power's long term sustainability.

5.2 Commitment of Western Power

(a) Western Power remains committed to a strong working relationship with all employees based on openness and fairness, mutual trust, good faith and respect, and will:

- (i) provide a safe, supportive and rewarding work environment;
- (ii) maintain high standards of work;
- (iii) act fairly and responsibly in exercising its rights and obligations under this Agreement;
- (iv) engage employees in accordance with Schedule 1 – Consultation when a definite decision has been made to introduce major change(s) that is likely to significantly affect employee(s) and use its best endeavours to avert or mitigate the adverse effects of the proposed changes; and
- (v) establish a Consultative Committee made up of ASU Workplace Delegates and Workplace Representatives that will meet as often as

required and agreed, to discuss current business issues and any other matter relating to employees.

5.3 National Employment Standards

- (a) The entitlements and benefits provided in this Agreement are inclusive of any benefit or entitlement under the National Employment Standards (NES) and the *Fair Work Act 2009* (Cth). This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the employee, the NES provision will apply to the extent of the inconsistency.

5.4 Training & Professional Development

- (a) The parties to this Agreement recognise that increasing employee satisfaction and the efficiency and productivity of Western Power requires an ongoing commitment to education, professional development, training and skills maintenance, development and enhancement.
Accordingly, the parties commit themselves to:
 - (i) developing a more highly skilled workforce;
 - (ii) providing employees with opportunities through appropriate education and training to acquire additional skills; and
 - (iii) removing barriers to the utilisation of skills.
- (b) All employees shall have reasonable and equitable access to education and training. Such education and training will:
 - (i) be consistent with Western Power's training plan;
 - (ii) enable employees to acquire the range of skills they are required to apply in their positions.
- (c) Western Power shall provide or meet the cost of training that it instigates or requires.
- (d) Professional development is wider than training and may take a variety of forms, such as:
 - (i) on the job development, including opportunities to gain new skills through projects or the involvement in cross-functional teams (internal alliances);
 - (ii) undertaking development at another location;
 - (iii) attending training course and/or participating in internal or external development programs;
 - (iv) establishing a mentoring relationship to learn through the experience of others;
 - (v) attending conferences, seminars and professional workshops, including courses or any other relevant activity that earn professional development points or equivalent with relevant society;
 - (vi) participating in secondments or exchanges;
 - (vii) part-time study, including distant education learning programs; and
 - (viii) formal course of study at a Technical and Further Education (TAFE), university or similar recognised tertiary institution.
- (e) Western Power is committed to providing ongoing training opportunities for its workforce to ensure that Employees can transition to new technologies as they are adopted within the Electricity Network.

6 Types of Employment

Western Power will employ Full-time, Part-time, Fixed-term, Temporary, Trainee and Casual employees.

The entitlements under this Agreement operate as follows:

- (a) Full-time employees will receive all of the entitlements as specified in this Agreement and will be engaged to work the ordinary hours as set out in Clause 7 – Hours of Work.
- (b) Part-time employees will receive all of the entitlements as specified in this Agreement on a pro- rata basis. A part-time employee will work less than the specified full-time ordinary hours and will work a regular pattern of hours fixed by Western Power.
- (c) A part-time employee shall work a regular pattern of hours determined by Western Power, which may be varied at any time by Western Power, provided consultation is undertaken and consideration given to the needs and preferences of the employee concerned and two (2) weeks' notice is given in writing to the employee. This notice may be reduced by agreement between Western Power and the employee.
- (d) Fixed Term employees may be engaged and receive the entitlements of either a full-time or part-time employee for a fixed period.
- (e) A Temporary employee may be engaged on a temporary basis in either a full-time or part-time capacity for a period of up to six (6) months. This period may be extended for a further period of up to six (6) months.
- (f) The provisions of this Agreement shall apply equally to a temporary employee with the exception of provisions relating to parental leave and redundancy. Temporary employees may be subject to probation.
- (g) Employees may be engaged as a trainee on a full-time and part-time basis and in accordance with the provisions of this Agreement under the relevant legislation, regulations, rules or practices in force from time to time.
- (h) Casual employees of Western Power will receive all of the entitlements in this Agreement unless otherwise specified. Casuals will be engaged on an irregular hourly basis and will be entitled to receive a loading of 25% for all hours worked in ordinary hours.
- (i) Newly engaged permanent employees will observe up to a six (6) month probationary period inclusive of the qualifying period. Where an employee has been unable to work due to an illness or other reason during the probationary period, this period may be extended for a period equal to the time the employee has not been able to work due to the illness or other reason.

7 Hours of Work

7.1 Ordinary Hours

The ordinary hours of work shall be 1950 hours each year (150 hours averaged over four (4) weeks). Ordinary hours will be worked in a regular pattern Monday to Friday and the spread of hours will be within the hours of 6:00am to 6:00pm. Western Power can require employees to work reasonable overtime subject to payments set out in Clause 11 – Overtime.

Notwithstanding the paragraph above, ordinary hours can be worked Monday to Sunday, subject to resolution in accordance with the process set out in Clause 10 – Changes to Work Patterns. The premiums set out in Clause 8 – Premiums for Ordinary Hours will apply when this occurs.

7.2 Ordinary Hours (Shift Work)

Shift work occurs where some or all of the employee's ordinary hours are rostered outside of the spread of ordinary hours set out in clause 7.1. The premiums set out in Clause 8 – Premiums for Ordinary Hours will apply when shift work occurs.

The ordinary hours of shift work shall be 1950 hours averaged over a year. Ordinary hours can be worked Monday to Sunday.

7.3 Rostered Days Off

Where a nine (9) day fortnight is worked the timing of the Rostered Day Off (RDO) will be subject to discussions with employees taking into account business requirements and the needs of the employees. The following will also apply:

- (a) Changes to the timing of the RDO will be facilitated by giving at least twenty-four (24) hours' notice that the RDO will be taken on an alternative day within the fortnight where practicable, or at an employee's request, be cashed out at ordinary rates of pay, or banked;
- (b) RDO's may change to facilitate pressing business requirements.
- (c) Employees may request to change their RDO's. Consideration to the request will take into account the business requirements and the needs of the employee and will not unreasonably be refused. This consideration will also apply when employees request to take their banked RDO's.

Nothing in this clause prevents the operation of Clauses 9 – Work Patterns and 10.1 – Provisions for Change to Work Patterns.

7.4 Meal Breaks

Employees (other than shift employees) shall be entitled to a thirty (30) to sixty (60) minute unpaid meal break to be taken each day as close to the middle of the working day, ideally between the 5th and 6th hours. The meal break may be varied to suit business needs after discussion with employees.

Shift employees shall be entitled to a thirty (30) minute paid meal break to be taken at times that do not interfere with business requirements and continuous operation.

8 Premiums for Ordinary Hours

Where an employee is regularly rostered to work their ordinary hours during the following times they will be entitled to be paid an additional premium for those ordinary hours worked as prescribed.

8.1 Saturday and Sunday

Employees required to work ordinary hours on a Saturday will receive a premium of 50% and for ordinary hours worked on a Sunday will be paid a premium of 100% for all hours worked.

8.2 Afternoon

An employee required to work ordinary hours finishing after 6:00pm and at or before midnight on any weekday will be paid a premium of 18.75% for all hours worked.

8.3 Night

An employee required to work ordinary hours finishing after midnight and at or before 8:00am on any weekday will be paid a premium of 22.5% for all hours worked.

8.4 Day

A shift employee required to work ordinary hours on any weekday, commencing between 5:00am and 6:30am, including a 6:30am start, will be paid a premium of 5% for all hours worked.

8.5 Day Shift (12 hour roster pattern)

An employee required to work ordinary hours starting at or after 6:00am and finishing at or before 8:00pm on any weekday will be paid a premium of 5% for all hours worked.

8.6 Night Shift (12 hour roster pattern)

An employee required to work ordinary hours starting at or after 6:00pm and finishing at or before 8:00am on any weekday will be paid 22.5% for all hours worked.

8.7 Public Holiday

An employee required to work ordinary hours on any public holiday will be paid a premium of 150% for all hours worked.

8.8 Temporary Shift and Shift Change

In the event Western Power requires an employee to temporarily work a shift work pattern and the employee has not been given at least seventy-two (72) hours' notice of such request, the employee will be entitled to be paid a 50% premium in addition to the premiums set out in this clause. This will only apply where the period of time worked is less than five (5) consecutive shifts.

Provided that where an employee is transferred from one shift to another and is directed to return to the employee's former shift within seventy-two (72) hours, the premium prescribed in this subclause shall not apply.

8.9 Payments

The provisions of this clause will not operate so as to require payments of more than double time and a half on a public holiday or more than double time on any other day. The premiums in this clause may be averaged over an employee's applicable work pattern as part of an average salary arrangement.

9 Work Patterns

For the purpose of this Agreement, the term 'work pattern' refers to the usual arrangement of working hours for employees to meet the work requirements of Western Power.

- (a) When rostered for five (5) or more consecutive days employees will be entitled to a minimum of two (2) consecutive days off work.
- (b) Maximum ordinary hours per day/shift not to exceed twelve (12) hours (or 12.5 hours for continuous shift employees).
- (c) Shifts will have a minimum duration of seven (7) hours (or three (3) hours for part-time and casual employees).
- (d) Rostered start and finish times may be staggered.
- (e) No split shifts.
- (f) The development of work patterns will be underpinned by Western Power's Fatigue Management Standard.

However, the principles set out above can be varied by agreement where a local area flexibility agreement(s) exist.

10 Changes to Work Patterns

10.1 Provisions for Change to Work Patterns

- (a) The parties agree that changing work patterns (which includes proposed changes to ordinary hours of work and regular rosters) is best achieved through genuine engagement and discussion between Western Power and the affected employee(s).

Western Power reserves the right to change work patterns following the process below:

- (i) After identification of a business requirement Western Power will advise the employee(s) in any affected work area that changes to working patterns are being considered.
- (ii) Western Power will engage and discuss with the directly affected employee(s) on the change or changes which will improve business performance and or customer service. Employee(s) will be afforded the opportunity to have an employee representative available during the engagement and discussion period.

- (iii) In the development of an alternative work pattern, Western Power will take into consideration a number of issues including current patterns of work, current personnel coverage, hours of work and employee earnings.
 - (iv) Evaluation of alternatives will take into account meeting customer requirements in a cost efficient manner, social / lifestyle impacts, Occupational, Safety and Health (OSH) and Western Power's Fatigue Management Standard.
 - (v) Employees will be encouraged to suggest changes to work patterns.
 - (vi) Consideration by Western Power will be given to the impact of the proposed changes, including genuine hardship on the employee(s).
- (b) The intention is to reach agreement with the majority of employees in the area where Western Power is seeking to make changes to the work patterns. In the absence of agreement, the following may occur:
- (i) Western Power may give notice of three (3) months, inclusive of its consultation process, of their intention to change work patterns.
 - (ii) Employees will be able to use the dispute resolution process to address any concerns they may have if agreement cannot be reached with Western Power over any proposed changes to work patterns.

10.2 Application of this Clause

This clause does not apply to employees whose work patterns change as a result of moving into a new work area where different work patterns are being worked, including transfers, promotions and redeployment.

11 Overtime

The provisions of this clause do not apply to employees in classifications equivalent to Level 9 and 10 or Pay Points 9 and 10 in Schedule 4 – Classification and Remuneration Framework of this Agreement.

11.1 General

Where employees are required to work additional hours in excess of ordinary hours prescribed in Clause 7.1 – Ordinary Hours or work outside of their ordinary rostered hours as prescribed in their applicable work pattern, then they will be paid for these additional hours at the rate of:

- (a) Monday to Friday - time and half for the first two hours. Double time thereafter and for all time worked between 10:00pm and the employee's usual starting time on the next day. However double time will not apply where an employee commences the overtime within the period of 1.5 hours prior to their usual starting time;
- (b) Saturday prior to 12 noon - time and a half for the first two hours and double time thereafter;
- (c) After 12 noon on a Saturday & all day Sunday – double time;
- (d) Public Holiday - double time and a half on the basis that all time worked within the employee's recognised daily working hours shall be calculated using time and one half in addition to the day's pay the employee would ordinarily have received on a normal working day;
- (e) All overtime should be paid, however by agreement and in exceptional circumstances time off in lieu of overtime may be granted. When time off is taken, time will be calculated using the same formula as the applicable overtime rate. If time in lieu is not taken within two (2) months' time, for any reason, payment for the time will be made to the employee.

11.2 Rest periods after Overtime

An employee who works so much overtime between the termination of normal work on one day and the commencement of normal work on the next day that the employee has not had at least ten (10) consecutive hours off duty between those times; or who works so much

overtime on a Sunday, public holiday or day not classified as an ordinary working day proceeding an ordinary working day, will be released after the completion of such overtime until the employee has ten (10) consecutive hours off duty without loss of pay for normal working time occurring during such absence.

If an employee is recalled to work without such a break, they will be entitled to be paid at the appropriate penalty rates until released.

11.3 Recall to Work (Minimum Call Out)

Where an employee has left the job and has returned home, is then recalled back to work (either planned or unplanned or when on availability as set out in subclause 13.1), then they will be paid for at least three (3) hours overtime at the applicable penalty rates for each such call out. The minimum call out will apply as follows:

- (a) Where an employee has left the worksite on the completion of an ordinary rostered day and receives a call out, they will be entitled to the minimum call out.
- (b) Where an employee is already on a call-out and has not returned home and receives a further call out(s), the employee will only be entitled to be paid for any extra hours worked in addition to the first minimum call out of three (3) hours.
- (c) An employee will not be required to work the minimum call out of three (3) hours if work assigned can be completed in a shorter period of time.
- (d) An employee who is notified of completing planned overtime and who attends work, but before commencing is advised they are not required to work and does not work, will only be entitled to 1.5 hours at the applicable penalty rates.
- (e) The minimum call out provision will not apply when an employee continues to work on, from an ordinary rostered day. In this situation the employee will only be paid for the overtime hours actually worked.
- (f) The minimum call out provision will not apply when an employee is required to take phone calls (either to organise work teams or regarding Western Power work) and is not required to work. In this situation, the employee will be paid for the actual time unless subclause 13.1 Availability applies.

11.4 All Shift Work

All time worked by a shift worker on an overtime shift or in excess of the rostered hours of duty and approved by the formal leader shall be regarded as overtime and paid at double time. Provided that for any overtime the major part of which is worked on a public holiday, payment will be made at two and one half times the ordinary rate.

11.5 Reasonable Additional Hours

Western Power may require an employee to work reasonable additional hours. In determining whether the request for additional hours is a reasonable one, Western Power and the employee will take into account the following factors:

- (a) Any risk to the employee's health and safety;
- (b) The employee's personal circumstance, including family responsibility;
- (c) Operational requirements of the business;
- (d) The amount of notice provided to the employee that the additional hours are required or requested;
- (e) Any other relevant matter.

In line with fatigue management, an employee shall not work for more than sixteen (16) consecutive hours in a twenty-four (24) hour period.

12 Classification & Remuneration

- (a) The classification of the roles performed by employees covered by this Agreement shall be undertaken by Western Power against the Classification and Remuneration Framework set out in Schedule 4.

- (i) A dispute regarding an appeal to a classification arising out of subclause 12(a) shall be raised with Western Power in the first instance.
 - (ii) Where an appeal is made, appellants and their representatives will, upon request, be afforded a meeting with the HR Head of Function, or delegated senior representative to explain the basis for the appeal and to request, if necessary, a review of the decision.
 - (iii) Where a request for review is made, the HR Head of Function or delegated senior representative will respond to the appellant and their representative regarding the outcome of the review within a reasonable timeframe, which shall not exceed 4 weeks.
 - (iv) Where an appeal is still not resolved, a meeting of a Classification Review Panel (CRP) will be held to resolve the matter. The CRP will be made up of two ASU delegates, two Western Power officers, and an agreed mediator from the Western Australian Industrial Relations Commission. Where the two ASU delegates and the 2 Western Power officers cannot deliver a majority decision (3 out of 4 panel members agreeing) on any issue then the mediator from the Western Australian Industrial Relations Commission will be required to provide a decision in the affirmative or in the negative on that issue that is tied.
 - (v) Where a classification appeal has been brought under the authority of this clause and been determined the classification appeal will terminate for the purposes of this Agreement. For the avoidance of doubt, the relevant employee bringing the classification appeal will not be permitted to bring a dispute under cl 26 of this Agreement on the same classification appeal determined under the authority of this clause.
- (b) Employees shall be considered for progress through the pay points within the level subject to an annual review conducted by Western Power in September each year confirming that alignment exists between the employee's performance and the expectations at the next pay point.
- Changes to pay points will be effective on 1 September in the relevant year. Employees must have been in their position prior to 1 April in the relevant year to be eligible for progression in that year.
- Individual / Flexibility Agreement employees transitioning to this Agreement will be recognised for any pay point progression that would have resulted from annual reviews since taking up the Individual / Flexibility Agreement; ensuring employees are paid at the pay point they would have achieved had they remained on this Agreement.
- (c) The rates of pay in Schedule 4 are the rates of pay as at 1 September 2020. These rates of pay will increase by \$1000 on the first full pay cycle on or after 1 July 2021. This is brought forward from the usual salary increase timing of 1 September for the term of this Enterprise Agreement only.

13 Allowances

Allowances in this clause will be adjusted annually in line with the full year ending the June quarter CPI (Perth based) or 2.5% (whichever is greater). The first increase will be effective from 1 September 2018 and subsequent increases will occur on 1 September each year thereafter (excluding subclause 13.3 – Travelling and subclause 13.4 – Living Away from Home Allowance). Allowances will not exceed the ATO Reasonable Allowance as published from time to time.

13.1 Availability

- (a) An availability allowance of \$67.22 per day (weekdays and public holidays), \$134.45 per day (weekends) and \$268.89 per day (for Good Friday and Christmas Day the 25 December) shall be payable for employees placed on the availability roster.
- (b) Where a week day becomes a non rostered ordinary day, then clause 13.1(a) for employees affected by that change in work pattern will be replaced by the following clause:

- (i) An availability allowance of \$67.22 per day (rostered ordinary days and public holidays),
 - (ii) \$134.45 per day (non-rostered ordinary days) and \$268.89 per day (for Good Friday and Christmas Day the 25 December) shall be payable for employees placed on the availability roster.
- (c) Any hours worked in response to a call out will be paid at the appropriate penalty rate for the actual time worked. A minimum call out provision will apply in accordance with subclause 11.3.
- (d) Employees may be required to participate on the availability roster. Availability means that the employee concerned will be available to Western Power for call back and contactable at any time that the employee is receiving the availability allowance. Where an employee fails to respond they will forgo the payment set out in subclause 13.1(a) and 13.1(b).
- (e) An employee who is on availability will be entitled to be paid for the hours worked from the time the employee receives the notification, leaves home and presents at a worksite or other location or otherwise performs work remotely.
- (f) Where an employee takes a phone call and is not required to work, the employee will only receive the availability payment as set out and no additional payments will be made.
- (g) If an employee receives calls within the critical fatigue period they are entitled to the breaks outlined in Western Power's Fatigue Management Standard.
- (h) Availability rosters will be set up in a manner which takes into account Western Power's Fatigue Management Standard, which includes a provision that employees will not be required to be rostered for availability on more than two (2) out of four (4) weeks.
- (i) Employees who were engaged on or prior to the 22 February 2006 may volunteer to participate in the availability roster. In circumstances where adequate numbers of employees do not volunteer to participate on the availability roster, Western Power may direct employees to participate in the availability roster.
- (j) In the rare event that Western Power may require an employee to be available without the establishment of a formal roster then the employee will be paid in accordance with subclause 13.1(a) and 13.1(b). All reasonable attempts will be made by Western Power to give an employee forty-eight (48) hours' notice of this requirement.
- (k) Employees are entitled to one (1) day's pay in addition to the payment for the public holiday for a period of time equal to the employee's ordinary daily hours of duty. Provided that this payment will be reduced by actual hours paid for any call out(s) within an employee's recognised hours of duty. Any such call out will be paid at the appropriate penalty rate for the actual time worked with a minimum payment of one (1) hour.

13.2 Overtime Meal Breaks and Allowances

- (a) Western Power will provide an overtime meal allowance as per the amount set out in the ATOs reasonable amount for overtime meal allowances (\$31.25 as at 31 March 2021).
- (b) This allowance will increase from the first pay period in each new financial year following publication of the ATO rate.
- (c) An overtime meal allowance will only be paid in the following circumstances:
 - (i) a meal allowance of will be paid to employees required to continue to work past their ordinary day for two (2) or more hours without twenty-four (24) hours' prior notice.
 - (ii) subsequent meal allowances will be paid to employees after a further four (4) hours has been worked and the employee has taken a paid meal break of no less than twenty (20) minutes within the same period.
 - (iii) an employee who is called out for overtime (either through availability or an unplanned call out) and works continuously for four (4) hours or more will be given a twenty (20) minute paid meal break and a meal allowance.

If work continues after this break then employees will receive a twenty (20) minute paid meal break after each four (4) hours and the payment of a meal allowance.

- (iv) a shift employee who works a twelve (12) hour overtime shift will be paid for two (2) meal allowances.
- (d) This clause will not apply when employees are living away from home as per subclause 13.4.

13.3 Travelling

- (a) Where Western Power authorises, and an employee agrees to use their own vehicle to travel to a site or location other than their usual place of work, will be entitled to claim the excess distance travelled between their home and usual place of work at the rate prescribed by the ATO's car expense rates per business kilometre for individuals.
- (b) This allowance will increase from time to time in line with ATO advice from the first pay period in the new financial year following publication.
- (c) All reasonable attempts will be made for employees to travel in their ordinary working hours where this clause applies.

13.4 Living Away From Home Allowance

These allowances will increase from the first pay period in each new financial year following publication of the ATO rates table 1, 2 and 3, Reasonable Allowances.

Western Power will provide an incidental allowance as set out in ATO's rates table 1, 2 and 3, Reasonable Allowances, to cover out of pocket expenses associated with living away from home.

Where the reimbursements set out below are insufficient to meet reasonable actual expenses incurred, the employee may claim payment for reasonable actual expenses in addition to the allowance for incidental expenses.

- (a) Where accommodation and meals are not provided
Where meals and/or accommodation are not provided for, employees will be entitled to claim the allowances set out in ATO's rates table 1, 2 and 3, Reasonable Allowances, where genuine expenses are incurred.
- (b) Where accommodation and/or meals are provided
Employees required to work and live away from home, will be provided with reasonable accommodation and meals.
- (c) Meals only
An employee who is directed to work at a location beyond a fifty (50) km radius from their base work location but which does not require an overnight stay, shall be reimbursed at the relevant rate set out in ATO rates table 1, 2 and 3 for meals certified by the employee as being actually purchased. This does not apply to those employees who work in the field in the normal course of their duties

13.5 Transfer & Relocation

Employees will be entitled to the provisions set out below:

- (a) Notice of transfer
An employee, who is to be permanently transferred to or from the metropolitan area or from one country district to another, involving a change of residence at the direction of Western Power, shall be given at least fourteen (14) days' notice of the actual transfer date.
- (b) Accommodation provided
An employee transferred to accommodation provided by Western Power shall not be entitled to reimbursement under this clause.
- (c) Permanent change of residence

An employee who permanently changes their residence to or from the metropolitan area or from one country district to another, as a result of:

- (i) Promotion to an advertised position; or
- (ii) A transfer at Western Power's direction; or
- (iii) Health or compassionate circumstances due to causes accepted by Western Power as being beyond the employee's control,

Shall, subject to subclauses 13.5(c)(i) and 13.5(c)(ii), be reimbursed at the relevant expense allowance set out in subclause 13.4(a) for accommodation and meals for a period of fourteen (14) days after arrival at the new locality.

(d) Unable to obtain reasonable accommodation

An employee with a dependant who shows to Western Power's satisfaction they are unable to obtain accommodation, which is reasonable in the circumstances, within fourteen (14) days of arriving at the new locality, shall thereafter be reimbursed at half the relevant expense allowance set out in subclause 13.4(a) for accommodation and meals until reasonable accommodation is obtained. The period of reimbursement under this subclause shall not exceed seventy-seven (77) days without the approval of Western Power.

(e) Receipts

Original receipts, including the GST component, for the accommodation, travelling, meals and caravan site fees, where applicable, must be attached to claims for reimbursement or payment of an allowance. Where receipts are unable to be reasonably obtained, a statement of expenditure can be considered as proof of purchase, subject to approval by Western Power.

(f) Services

An employee who is directed to transfer to a new locality will also be entitled to reimbursement for connection or reconnection of household water, gas or electricity services and, where a telephone was installed at the employee's former residence, the cost of telephone installation. This paragraph does not apply to any employee who is promoted or transferred at their own request.

(g) General

Where the reimbursements set out in subclauses 13.5(c)(i) and 13.5(d) are insufficient to meet reasonable expenses incurred, excluding liquor and cigarettes, the employee may claim payment for reasonable actual expenses in addition to the allowance for incidental expenses. Provided that the employee must claim the reimbursement of actual expenses from the first day that the employee is away from home.

The provisions of this subclause do not apply where an employee is otherwise receiving a benefit under subclause 13.4.

13.6 Flying Allowance

An employee is entitled to the following allowance where they are required to fly in an aircraft other than an aircraft used in public air services for the actual flying time:

- (a) \$16.36 per hour when performing observation and photographic duties involving operations at heights of less than 304 metres or in unpressurised aircraft at heights of more than 304 metres.
- (b) Employees claiming this Flying Allowance must provide details of the flying time, type of aircraft, altitude and duties performed as well as travelling times to and from the airport.

13.7 Tools

Western Power will provide the necessary tools to enable employees to perform all Western Power work.

13.8 Electrical Licence Allowance

An employee who is required by Western Power to hold an Electrician's Licence for the performance of their duties for Western Power will be paid an electrical licence allowance of \$27.33 per week in recognition of the obligations associated with holding that licence and the fees involved in obtaining and renewing that licence.

14 Higher Duties

Employees performing a role at a higher level for one (1) day or more will be paid a premium of 7.5% of their current rate, where the employee has been directed to perform higher duties, or where Western Power has approved a request by an employee to perform higher duties.

The rate for the purposes of paying overtime will be at the higher duties rate. An employee who:

- (a) has been paid an allowance under this paragraph for at least two (2) weeks; and then
 - (b) proceeds on a normal period of annual leave, or approved sick leave for three (3) weeks or less (or four (4) weeks in the case of a shift employee), or other approved leave up to four (4) weeks; and
 - (c) resumes in the acting position after the leave;
- shall continue to receive the allowance while on such leave.

15 Earnings

15.1 Payment

Employees shall be paid fortnightly on each alternative Thursday into their nominated financial institution.

15.2 Overpayments

Where an overpayment has been made the overpayment will have to be reimbursed to Western Power in a reasonable agreed time frame which will take into account the individual employee's circumstance. Sums payable to an employee on termination may be reconciled to take into account any sums the employee owes to Western Power, and deductions will only be made in accordance with the FW Act.

16 Flexibility Arrangements

16.1 Flexibility Agreements

- (a) The existence of this Agreement does not prevent Western Power and an employee from freely negotiating a Flexibility Agreement (FA), providing that the resultant FA is in writing, is signed by both parties and is genuinely agreed to by Western Power and the employee, and results in the employee receiving terms and conditions of employment that are better off overall than those provided by this Agreement.
- (b) In an FA, Western Power and the employee may agree to vary the application of any term of this agreement which prescribes:
 - (i) Remuneration and arrangements about how and when remuneration is paid;
 - (ii) Arrangements about when work is performed;
 - (iii) Overtime (Clause 11);
 - (iv) Premiums for Ordinary Hours (Clause 8);
 - (v) Public Holidays (Clause 21); and
 - (vi) Allowances (Clause 13).

- (c) In negotiating an FA under this clause, an employee can elect to involve an employee representative to support them in the process prior to them signing an FA.
- (d) The FA will take effect from the date stipulated in the FA. The employee or Western Power may terminate the FA giving 28 days' notice in writing, except where a shorter period is agreed to between the parties.
- (e) Should an employee withdraw from an FA, the pay and conditions of employment of the employee shall be as prescribed by this Agreement except where some other agreement has been entered into.
- (f) In the event of an employee under the age of 18 years, the employee shall also have the FA signed by a parent or legal guardian.
- (g) FAs made under agreements that preceded this Agreement and in operation at the date of this Agreement, will continue to operate for their term, provided that the terms and conditions provided by the FAs are better off overall than those provided by this Agreement.
- (h) Western Power must ensure that the terms of the FA are about permitted matters under section 172 of the Act and are not unlawful terms under section 194 of the Act.
- (i) Western Power must ensure that a signed copy of the FA is given to the employee within fourteen (14) days after it is agreed to.

16.2 Local Area Flexibility Agreements

- (a) Where Western Power or employees wish to pursue an agreement at the business, branch or workplace level to make the workplace operate more efficiently according to its particular needs, the following process shall apply:
 - (i) working groups of Western Power people at business, branch or workplace level shall be established;
 - (ii) employees may elect to have an employee representative to represent them on working groups;
 - (iii) the working groups shall recommend the changes to be implemented;
 - (iv) any local area flexibility agreement shall be put in writing with its duration and area of application specified. The local area flexibility agreement will take effect following its recording in a corporate register in the form set out in Schedule 3 – Local Area Flexibility Agreements Register, and its approval by the majority of affected employees and Western Power;
 - (v) local area flexibility agreements shall apply only to the nominated parties and to the particular workplace or workplaces, and shall take precedence over this Agreement to the extent of any inconsistency.
- (b) Agreements pursued under the provisions of this clause will result in the employees being better off overall than they would be under this Agreement.
- (c) All local area flexibility agreements shall be reviewed for their relevance in accordance with its terms or when this Agreement is renegotiated.

17 Stand Down

Western Power may stand an employee down for any day, or portion of a day, on which an employee cannot usefully be employed because of a strike by the ASU party to this Agreement or by any body on which the ASU is represented or with which the union has an association or affiliated.

18 Superannuation

Western Power shall make employee superannuation contributions in compliance with the choice of fund requirements under the Superannuation Guarantee (Administration) Act 1992 and the Superannuation Legislation Amendment (Choice of Superannuation Fund) Act 2004 as replaced or amended from time to time.

During the life of this Agreement the following minimum employer superannuation contributions will apply: 11.0%

For employees who are, and choose to remain, members of the Government Employees Superannuation Board Goldstate Fund, Western Power will continue to make the employer contribution required by that fund only.

Superannuation contributions will be made to a fund of the employee's choice. Where an employee does not choose a fund, their contributions will be made to Australian Super.

Western Power reserves its right to change the default superannuation provider if legislative changes or fund underperformance occurs. In cases of fund underperformance, employee representatives will be consulted prior to any change.

An employee nominated by the ASU will be afforded a position on Western Power's Superannuation consultative committee.

19 Flexible Remuneration Packaging

Western Power and an employee may enter into a Flexible Remuneration Packaging arrangement in accordance with Western Power policy as determined from time to time, and subject to the requirements of the ATO and relevant legislation. Any packaging arrangements will be subject to limits imposed by the ATO.

20 Leave

20.1 Annual Leave

- (a) Employees, other than casuals, will accrue 150 hours paid annual leave per year, pro rata for part-time employees.
- (b) An employee may request to take annual leave at a time convenient to them. When authorising annual leave, Western Power will take into account the operational requirements of the workplace and will not unreasonably refuse or revoke authorisation for the taking of annual leave.
- (c) In order to provide employees with an opportunity to use annual leave in a way which best suits their individual circumstances an employee may make a request in writing, subject to agreement with their formal leader to:
 - (i) Take annual leave in advance of it accruing to them.
 - (ii) Take annual leave in shorter periods including single days.
 - (iii) Purchase an additional amount of leave up to 150 hours per year. If a request to purchase additional leave is granted the employee's salary will be reduced on a pro rata basis to reflect the number of days purchased by way of flexible remuneration arrangements. This additional leave must be used within twelve (12) months of purchase or the entitlement will lapse, in which case Western Power will pay the employee the amount for the unused additional leave. Employees at the time of election with eight (8) weeks accrued leave or more will not be eligible to purchase additional leave.
 - (iv) Cash out leave in lieu of taking their paid annual leave entitlement per year subject to a remaining accrued entitlement of paid annual leave being four (4) weeks or greater in accordance with the requirements of the Act.
- (d) Continuous shift work employees will accrue an additional one (1) week of leave (37.5 hours) per year or the pro rata entitlement for each completed month of continuous shift work.
- (e) Annual leave will be paid at the employee's rate of pay they would ordinarily receive in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.
- (f) An employee's accrued and pro rata annual leave will be paid out on termination. In the event of the employee's death this will be paid to the employee's estate.
- (g) Annual leave will not accrue during any period of unpaid leave or unauthorised absence.

- (h) Employees on workers' compensation will only accrue annual leave for the first six (6) months. Continuity of service will not be affected by this provision.
- (i) For a public holiday falling during a period of annual leave, on a day an employee would have ordinarily worked had they not been on leave, the employee will be credited with an additional day of leave.
- (j) An employee who is unfit for work due to personal illness or injury during any period of annual leave can apply for, and will be granted personal leave to replace the annual leave. Western Power will need to be notified as soon as the employee returns to work and any claim to personal leave will be in accordance with clause 20.2.
- (k) Where an employee has an accrued annual leave balance in excess of eight (8) weeks, or in the case of a continuous shift employee an excess of ten (10) weeks, and no agreement has been reached as to the reducing of that leave, Western Power may direct the employee to reduce the excess annual leave within twelve (12) months. Note: Western Power may direct employees to reduce up to eight (8) weeks leave (annual and/or long service leave) within a twelve (12) month period.
- (l) The rates in Clause 12 – Classification and Remuneration are inclusive of annual leave loading (equivalent to 1.35% of the hourly rate prior to the making of the 2009 Agreement) accrued under this Agreement.

20.2 Personal and Carer's Leave

- (a) Personal leave is available to employees when they are unfit for work due to personal illness or injury. This amount of personal leave is uncapped for all employees, excluding probation employees who are entitled to access up to ten (10) days during the probationary period.
- (b) Carer's leave is for the purposes of caring for an employee's immediate family or household member who is ill or injured or requires care and support due to an emergency.
 - (i) 10 days of Carer's Leave will accrue each year for full-time employees;
 - (ii) the entitlement to Carer's Leave in clause 20.2(b) will be in addition to the entitlement to Personal Leave in Clause 20.2(a);
 - (iii) part-time employees will accrue 10 days Carer's Leave each year on a pro rata basis;
 - (iv) any accrued but untaken Carer's Leave will carry over to the next year.
- (c) For the purposes of this Agreement 'immediate family' means a:
 - (i) spouse, de facto partner (whether the employee and the person are of the same sex or different sexes), child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee (whether the employee and the person are of the same sex or different sexes).
- (d) Personal and carer's leave will be paid at the same rate an employee would ordinarily receive in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.
- (e) An employee who is off work and on workers' compensation is not entitled to access personal leave.
- (f) Employees, including casuals, are entitled to two (2) days' unpaid leave per occasion if a member of an employee's immediate family or household requires care or support because of a personal illness or injury or unexpected emergency of the member.
- (g) Employees are required to provide notice of the need for leave as soon as possible after becoming aware of the need for leave and may be requested to provide documentary proof to substantiate the need for personal leave. The evidence required is evidence that would satisfy a reasonable person that the leave is for the purpose for which it is being taken, for example, a medical certificate may be sought for personal leave which extends beyond a short period.

20.3 Long Service Leave

- (a) The entitlement to long service leave is thirteen (13) weeks' leave (487.5 hours) after the first ten (10) years of continuous service, and thirteen (13) weeks after each subsequent seven (7) years of continuous service. An employee will have an entitlement to pro rata long service leave after the first seven (7) years of continuous service.
- (b) Long service leave will not accrue during any periods of unpaid leave or unauthorised absence.
- (c) An employee may request to take long service leave at a time convenient to them. When authorising long service leave, Western Power will not unreasonably refuse or revoke authorisation for the taking of long service leave.
- (d) In order to provide employees with an opportunity to use long service leave in a way which best suits their individual circumstances an employee may elect by a request in writing to:
 - (i) Take long service leave in shorter periods including by the day.
 - (ii) When taking long service leave, halve their entitlement and receive double the payment they would have ordinarily received.
 - (iii) Receive pay in lieu of taking their long service leave entitlement.
 - (iv) Take half pay and double leave where it is reasonable for the business to accommodate this.
 - (v) Purchase an additional amount of long service leave up to seventy-five (75) hours. When a request to purchase additional leave is granted the employee's salary will be reduced on a pro rata basis to reflect the number of days purchased by way of flexible remuneration arrangements. This additional leave must be used within twelve (12) months of purchase or the entitlement will lapse, in which case Western Power will pay the employee the amount for the unused additional leave.
- (e) Long service leave will be paid at the employee's rate of pay they would ordinarily receive in respect of the ordinary time the employee would have worked had the employee not been on leave during the relevant period.
- (f) For a public holiday falling during a period of long service leave, on a day an employee would have ordinarily worked had they not been on leave, the employee will be credited with an additional day of leave.
- (g) An employee who is ill or injured for at least seven (7) consecutive days and is confined to their residence or hospital during any period of long service leave can apply for and will be granted personal leave to replace the long service leave. Western Power will need to be notified as soon as the employee returns to work and any claim for personal leave will be in accordance with subclause 20.2.
- (h) All accrued and pro rata long service leave entitlements will be paid out on termination. In the event of the employee's death, this will be paid to the employee's estate.
- (i) Where an employee has an entitlement to long service leave, and they have had that entitlement for more than three (3) years, Western Power may direct the employee to take the entitlement within twelve (12) months unless some other agreement has been made. Note: Western Power may direct employees to reduce up to eight (8) weeks leave (annual and/or long service leave) within a twelve (12) month period.
- (j) The rates in Clause 12 – Classification and Remuneration are inclusive of the new salaried employee's long service arrangements (equivalent to 1.3% of the hourly rate prior to the making of the 2009 Agreement) accrued under this Agreement.

20.4 Parental and Adoption Leave

- (a) Employees, including casuals who have been employed on a regular and systematic basis for an ongoing period of at least twelve (12) months and who had (but for the pregnancy) a reasonable expectation of ongoing employment, will be entitled to 12 months' unpaid parental leave in accordance with Act.

- (b) A non-primary care giver will be entitled to two (2) weeks of paid parental leave at the time of the birth or adoption plus a further unpaid period of six (6) weeks in accordance with the Act.
- (c) Where the employee is the primary caregiver, they will be entitled to sixteen (16) weeks of paid parental leave on the birth or adoption of the child in accordance with Western Power policy, to be taken during the twelve (12) months unpaid leave period. This is provided in addition to any government funded paid parental leave to which the employee may be entitled.
- (d) Paid parental leave will commence on the first working day after the birth or adoption of the child and will be paid to the employee on the usual fortnightly basis.
- (e) Where an employee is entitled to parental leave they may request to:
 - (i) extend the period of unpaid parental leave by up to a further 12 months;
 - (ii) return from parental leave on a part time basis until the child reaches school age;
 - (iii) for the purposes of this subclause Western Power will consider such requests having regard to the employee's circumstances, providing the request is genuinely based on the employee's parental responsibilities, and will only refuse the request on reasonable business grounds related to the effect of the workforce or business. Such grounds could include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service. Any agreement to provide the benefits in this subclause must be in writing and can be amended by written agreement.
- (f) Primary caregiver, means a person who assumes the principal role of providing care and attention to the child.
- (g) Casual employees will not be entitled to the paid leave entitlements in this clause.

20.5 Compassionate Leave

Employees scheduled to work are entitled up to two (2) days paid compassionate leave per occasion if a member of their immediate family or household contracts or develops a personal illness that poses a serious threat to his or her life or sustains a personal injury that poses a serious threat to his or her life or dies. Employees may also take unpaid leave by mutual agreement.

20.6 Jury Service Leave

- (a) An employee required to attend for jury service during normal working hours will be reimbursed by Western Power an amount equal to the difference between the amount paid for jury service and the amount they would have received in respect of the ordinary time, including shift premiums had they not have been on jury service.
- (b) In order to be entitled to paid leave in accordance with this clause an employee shall notify Western Power as soon as possible of the date and duration of the jury service.

20.7 Family Violence Leave

- (a) Western Power recognises employees may face situations of violence and/or abuse in their personal life that may affect their attendance at work. Western Power is committed to provide support to employees who are victims of family violence.
- (b) An employee who is a victim of family violence may access up to fifteen (15) days per year (non-accumulative) of paid leave for medical appointments, legal proceedings and other activities related to family violence. This leave may be taken consecutively, single days or half days.
- (c) Employees must provide Western Power with notice of the need for leave, and the expected period of leave, as soon as possible after becoming aware of the need for leave. Employees will provide evidence to substantiate the need for this leave. The evidence required is evidence that would satisfy a reasonable person that the leave is for the purpose for which it is being taken. Specific examples of types of evidence that may satisfy a reasonable person include a court order, police report, hospital

incident report or incident report from a social and community service organisation registered with the Women's Council for Domestic and Family Violence Services.

- (d) Nothing in this clause prevents employees from accessing personal leave as per the requirements in clause 20.2.

20.8 Wellness days

- (a) Employees, other than casuals, are entitled to two additional days of paid leave (Wellness Days) in a 12 month period, at the ordinary rate of pay in lieu of the repealed public service holidays which were on Easter Tuesday and the additional day at New Year. Part-time employees will receive the entitlement on a pro-rata basis.
- (b) Wellness Days will be available from 1st July 2021.
- (c) Wellness Days do not accumulate from year to year and are not paid out on termination of employment.
- (d) An employee may request, with a minimum of 2 weeks' notice, to take Wellness Days at a time convenient to them. When authorising Wellness Days, Western Power will take into account the operational requirements of the workplace and will not unreasonably refuse authorising the taking of Wellness Days.

21 Public Holidays

An employee is entitled to be absent on any public holiday, without loss of pay, unless required to work on the public holiday. If required to work on the public holiday, the employee will be paid at double time and a half for each hour they work on that day.

- (a) If an employee is absent on leave without pay, any public holiday falling during such absence shall not be treated as a paid holiday. Provided that where an employee works the whole of the working day immediately preceding or following a public holiday, that public holiday shall be treated as a paid holiday.
- (b) A casual employee is not entitled to leave in accordance with this clause.
- (c) Public Holidays will be observed as gazetted including New Years day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday, Western Australia day, Queen's Birthday, Christmas day and Boxing day.
- (d) Western Power may agree to substitute a public holiday for another day, in which case the substituted day will be treated as the holiday.
- (e) Shift employees will be entitled to receive an extra day of leave (up to eight (8) hours per occasion) where a public holiday falls on a non-rostered ordinary day. Western Power may elect to pay out the day to the employee at ordinary rates where employees have current annual leave balances in excess of eight (8) weeks or ten (10) weeks for continuous shift employees.
- (f) The rates in Clause 12 – Classification and Remuneration are inclusive of the declared Public Service Holidays (equivalent to 0.85% of the hourly rate prior to the making of the 2009 Agreement) accrued under this Agreement.

22 Termination of Employment

Western Power will give employees, in writing, four (4) weeks' notice of termination or provide payment in lieu of notice or part thereof.

- (a) Employees who have completed at least two (2) years of continuous service and are over the age of 45 are entitled to an additional week's notice.
- (b) An employee may terminate their employment by providing four (4) weeks' notice, in writing.
- (c) A temporary employee's employment may be terminated at any time by either Western Power or the employee giving two (2) weeks' notice in writing.

- (d) A fixed term employee's employment may be terminated at any time by either Western Power or the employee giving two (2) weeks' notice in writing except where the employee's employment is ending.
- (e) A probationary employee's employment may be terminated at any time during the probationary period by either Western Power or the employee giving one (1) weeks' notice in writing.
- (f) A casual employee's employment with Western Power may be terminated at any time by either Western Power or the employee providing the other with one (1) day's notice in writing or verbally.
- (g) Western Power and the employee may agree to a lesser period of notice.
- (h) If an employee fails to give Western Power the proper period of notice, or leaves Western Power before that notice expires, Western Power may withhold monies equal to the value of the number of days for which notice was not given. Monies withheld under this clause will be based on the employee's base rate plus any allowances they would have earned if they had worked in accordance with their rostered ordinary hours and any deduction must not be unreasonable in the circumstances.
- (i) If an employee's employment has been terminated for serious misconduct, Western Power reserves the right not to provide notice to the employee.
- (j) Western Power has the right to suspend an employee with pay for the purposes of investigating a serious disciplinary matter.

23 Redeployment, Retraining and Redundancy

- (a) Redeployment and Retraining
 - (i) In the event of a change in Western Power's operational requirements an employee's role may become redundant. Prior to making an employee redundant Western Power will take steps to manage a reduction in the number of roles by natural attrition. Where this process is not sufficient redeployment and retraining will be actively pursued before roles are made redundant.
 - (ii) The provisions of this clause do not apply to an employee engaged in accordance with this Agreement as a temporary, fixed term, casual, trainee or probationary employee. Nothing in this clause affects Western Power's rights to terminate an employee's employment under this Agreement.
 - (iii) Redeployment may include transfer or relocation between metropolitan and country locations, or vice versa. Exceptional personal circumstances or undue hardship will be taken into account in assessing whether an alternative offer is reasonable. Where possible employees will be provided with redeployment opportunities for a maximum trial period of six (6) months in total. Employees who are required to pursue redeployment will cooperate fully.
 - (iv) An employee who has been redeployed into a new position at a lower level will retain their pre-redeployment enterprise agreement classification rate of pay for forty-eight (48) months from the date that the employee is advised in writing that their position is redundant. An employee's pre-redeployment classification rate of pay will be subject to any enterprise agreement increases (or otherwise) applied to the classification rate of pay.
 - (v) Employee substitution can occur with an employee whose position has been identified as redundant if suitable matches can be made. Substitution can only occur where Western Power and both employees agree with such arrangements.
- (b) Redundancy
 - (i) In the event of a change in Western Power's operational requirements an employee's role may become redundant.

- (ii) If an employee's role becomes redundant and there is no alternative role under the provisions of Retraining and Redeployment for the employee in Western Power, the employee will be entitled to the redundancy payments contained within this clause. Western Power will determine a fair and transparent method and criteria for selecting employees for redundancy.
- (c) **Payments**
 - (i) **Notice**

An employee shall receive twelve (12) weeks' pay in lieu of notice where the employment terminates within one (1) month of being advised their role is redundant.

In all other circumstances, an employee will be entitled to notice of termination due to redundancy, or payment in lieu of notice, in accordance with this Agreement.
 - (ii) **Termination of Payments**

An employee shall receive a termination payment based on three (3) weeks' pay for each year of service to a maximum of seventy-five (75) weeks' pay.
 - (iii) **Separation Payment**

Employees who are made redundant will receive a payment of \$5,000 for the express purpose of seeking financial, lifestyle, counseling and career planning advice.
 - (iv) **(iv) Leave Entitlements**

An employee shall receive payment for accrued and pro-rata annual leave and long service leave entitlements. Employees with three (3) years' service or more will be eligible for pro- rata long service leave entitlements.
 - (v) **(v) Calculation of Payments**

All payments under this clause shall be based on an employee's rate of pay and associated conditions, including annualised arrangements and pro-rata arrangements.
- (d) **Adequate Alternative Role**

An employee will not be entitled to receive any redundancy payments or termination payments, or notice or payment in lieu of notice, contained within this clause in circumstances where:

 - (i) The business or part of the business of Western Power, is before, during or after the date of the Agreement, transmitted or outsourced from Western Power to another employer (new employer); and
 - (ii) The new employer offers to employ the employee of Western Power on terms and conditions which, on balance, are the same as or no less favorable than the terms and conditions on which the employee is employed by Western Power; and
 - (iii) Any accrued entitlements to sick leave and redundancy be preserved and transferred to the new employer; and
 - (iv) Any accrued entitlements to annual leave and long service leave are paid upon transfer of the employee to the new employer or transferred to the employee's employment with the new employer; and
 - (v) Benefits of the GESB Defined Benefit Superannuation Plan continue unchanged as if the employee was a State Government employee or an alternative benefit is offered and accepted by the employee; and
 - (vi) The continuity of the employment of the employee with Western Power is accepted as continuous by reason of such transmission or outsourcing.
- (e) **No Other Payments**

There shall be no entitlement to any termination payment for an employee made redundant other than provided under this clause. In any event, the maximum payment for an employee made redundant, shall not exceed eighty-seven (87) weeks' pay as provided for in clause 23(c)(i) and (ii) above.

24 Health, Safety & the Environment

Western Power views Occupational Safety & Health (OSH) and protection of the environment as core elements of the employment relationship. It seeks to create a work environment in which every employee has confidence that work is carried out in a safe manner and without harm to the environment. To achieve these goals, Western Power has established a system of work that seeks to continually improve in the area of OSH and environmental protection.

25 Anti-Discrimination

Western Power and employees will respect and value the diversity of people in the workplace by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marriage status, family responsibilities, pregnancy, religion, political opinion, national or social origin.

26 Dispute Resolution Process

26.1 Process

All disputes, including questions, difficulties, concerns or claims will be managed in the following way:

- (a) In the first instance as soon as it is practicable the employee(s) will raise the concern with their formal leader. The formal leader and the employee must make genuine attempt to promptly resolve the matter.
- (b) Employee(s) may engage a representative (including but not limited to an employee representative, or another team member) to assist resolution at any stage of the process.
- (c) If the concern is not resolved by the formal leader or where it is inappropriate to discuss the concern with the formal leader, the concern will be referred to the manager once removed. At this point of time, a Grievance Report will be used for such notification. The Grievance Report shall clearly detail the matter in dispute. On receipt of a Grievance Report, the parties to the dispute are obliged to deal with the Grievance Report notwithstanding any other commitments they may have. Within five (5) working days meeting(s) are to be held between Western Power representatives, the employee(s) and where requested, an employee representative.
- (d) If the matter remains unresolved at the end of the five (5) day period referred to in subclause (c), further meeting(s) are to be held before the expiration of the next five (5) working days. This will involve senior management responsible for the work area concerned, Human Resources, the employee(s) and where requested, an employee representative.
- (e) 'Working day' excludes Saturday, Sunday and public holidays, except for a dispute involving continuous shift employees.
- (f) Nothing in this process prevents agreement being reached to shorten or extend the ten (10) working day period provided for in the clause.
- (g) If the matter is not settled it can be referred, by either party, to Fair Work Commission for conciliation.
- (h) A matter may proceed to arbitration at the request of either party, once the parties have exhausted all attempts to conciliate an agreed outcome.
- (i) During the period of the dispute, from the time when the matter first arises until the time of its resolution, normal work shall continue and status quo remains, unless the performance of normal work would place at risk the health and safety of the employee(s) concerned. No party shall suffer any prejudice as to the resolution of the matter by reason only that normal work continues as required by this process.

- (j) This dispute resolution process is subject to the No Extra Claims provisions set out in clause 3.

26.2 Commitment

Western Power with its employees and their representatives are committed to follow this process in a reasonable and timely manner in order to facilitate a constructive resolution of the matter.

If the matter is referred to Fair Work Commission then Western Power and the ASU are committed to attempt to resolve the matter by conciliation.

27 Employee Workplace Delegates and Leave for Union Training/Development

27.1 Appointment of ASU Workplace Delegates

Where the ASU appoints an employee to be a Workplace Delegate and notifies Western Power in writing, that employee shall be recognised as an accredited representative of the ASU.

27.2 Rights of Workplace Delegates

Accredited representatives shall have the rights set out in the following Delegates' Charter:

- (a) the right to be treated with respect, fairness and to perform their role as a Workplace Delegate without any adverse effect upon their employment;
- (b) the right to formal recognition by Western Power that endorsed ASU representatives speak on behalf of ASU members in the workplace;
- (c) the right to bargain collectively on behalf of those they represent, including access to reasonable paid time to prepare and participate in enterprise bargaining negotiations;
- (d) the right to consultation, and access to reasonable information about the workplace, the business and any proposed changes;
- (e) the right to reasonable time to represent the interests of members to Western Power and Industrial Tribunals;
- (f) the right to reasonable paid time during normal working hours to consult with members and ASU officers/employees;
- (g) the right to reasonable paid time off to attend union education/development;
- (h) the right of up to seven (7) days paid leave per annum to attend ASU conferences and executive meetings for the union elected positions of President and Conference Delegate (maximum of two (2) employees in any one (1) year);
- (i) the right to address new employees about the benefits of ASU membership during the formal induction process at the time that they commence employment;
- (j) the right to reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out their role as a Workplace Delegate and communicating with their workplace colleagues and the ASU offices;
- (k) the right to place ASU information on a designated union notice board in a prominent location within the workplace;
- (l) the right to take a paid secondment to work with the Union where this is agreed by Western Power.

27.3 Leave for ASU Training/Development

- (a) Western Power may, subject to operational requirements, grant reasonable paid leave of absence to workplace delegates who are nominated by the ASU to attend relevant short courses or seminars from time to time agreed between the ASU and Western Power.

- (b) Leave of absence will be granted at the ordinary rate of pay and shall not include shift allowances, penalty rates or overtime.
- (c) Leave granted under this clause shall include any necessary travelling time within normal working hours immediately before or after the course provided that Western Power shall not be liable for any expenses associated with an employee's attendance at the course.

Schedule 1 – Consultation

1. This Schedule applies if:
 - (a) Western Power has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
2. The employer must notify the relevant employees of the decision to introduce the major change.
3. The relevant employees may appoint a representative (including but not limited to a workplace delegate and/or the union) for the purposes of the procedures in this Schedule.
4. If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
5. As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
6. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
7. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
8. If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in sub- clauses (2), (3) and (5) are taken not to apply.
9. In this Schedule, a major change is **likely to have a significant effect on employees** if it results in:
 - (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.
10. In this Schedule, **relevant employees** means the employees who may be affected by the major change.

Schedule 2 – Definitions

The following definitions shall apply for the purpose of this Agreement:

Act	shall mean the <i>Fair Work Act 2009</i> (Federal) as amended.
ASU	means the Australian Municipal, Administrative, Clerical and Services Union.
ASU Representative	is a person authorised by the ASU Secretary.
Continuous shift work	means work carried out by shift employees rostered to work ordinary shifts regularly on Sundays and public holidays in accordance with the relevant roster cycle.
Employee Representative	is a person nominated by an employee.
Ordinary rate of pay	means the rate of pay for the position of the employee. The ordinary rate of pay does not include any allowances. The hourly rate of pay is calculated as one seventy-fifth of a fortnight's pay.
Ordinary shift	means any shift on which a shift employee is rostered for duty within the employee's ordinary working hours and according to the relevant roster cycle.
Overtime shift	means any shift worked by a shift employee in excess of the employee's ordinary shifts.
Relevant roster cycle	means a sequence of shifts in a roster to be normally worked by a shift employee in the shift employee's ordinary working hours and arranged so as to form a recurring cycle.
Shift	means a period of work specified in the relevant roster.
Shift employee	means an employee who works a regular roster with some hours outside of the normal span of ordinary hours.
Temporary shift and shift change	means circumstances where an employee is transferred from day work to shift work, or transferred from one roster to a different roster involving a change in shift times, or transferred to another shift within the same roster involving a change in shift times.
Trainee	means an employee undertaking a traineeship under a training contract. A Trainee does not include an employee undertaking an apprenticeship under an apprentice training contract.
Traineeship	means a system of training which has been approved by the relevant State or training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an Australian Qualifications Framework (AQF) certificate level qualification.
Usual starting time	means the time when an employee ordinarily starts work on an ordinary working day.
Western Power	means Electricity Networks Corporation (Trading as Western Power)
Work	includes working remotely by logging into systems, hosted by both Western Power and other providers, and/or working by remotely operating the Western Power network or associated plant and equipment. Work includes, where required, holding oneself in readiness to return to work outside of established rosters.
Workplace Delegate	is an accredited representative of the ASU.
Workplace Representative	is a person nominated by the ASU or employees.

Schedule 3 – Local Area Flexibility Agreements Register

Agreement Title:		Registration No:	
Detailed description of Local Area Flexibility Agreement (Actual agreement to be attached):			
Period of Operation:			
From:		To:	
Employee Groups / Work Areas to which the LAFA applies:			
Location:			
ASU Representative	Date and Employee Vote Outcome	Approved by General Manager	
Signature		Signature	
<p>Note: This LAFA only has application for the dates detailed and must be reviewed in accordance with the agreement or when the Western Power & Australian Services Union Enterprise Agreement 2017 is renegotiated.</p>			

Schedule 4- Classification and Remuneration Framework

Rates of Pay

The table below contains the rates of pay as at 1 September 2020. *As per clause 12(c), these rates of pay will all increase by \$1,000 from the first full pay cycle on or after 1 July 2021.

Pay points	Business Support Work stream	Professional Workstream		Operational Workstream	
		Others	Engineering		
2.1	\$57,058				
2.2	\$62,177				
2.3	\$67,967				
3.1	\$70,467	\$71,392	\$73,546	Non Trade-General	\$76,125
3.2	\$72,970	\$73,928	\$76,165		
4.1	\$78,147	\$79,177	\$81,580	Qualified 1	\$93,265
4.2	\$80,772	\$81,839	\$84,325	Qualified 2	\$101,289
5.1	\$86,303	\$87,445	\$90,114	Advanced	\$109,758
5.2	\$89,214	\$90,397	\$93,160		
6.1	\$95,791	\$97,066	\$100,041	Specialist A	\$116,188
6.2	\$99,465	\$100,789	\$103,884		
7.1	\$112,390	\$113,896	\$117,410	Specialist B1	\$123,978
7.2	\$117,017	\$118,587	\$122,250	Specialist B2	\$133,549
8.1		\$127,647	\$131,596		
8.2		\$132,025	\$136,118		
9.1		\$141,253	\$145,639		
9.2		\$146,112	\$150,654		
10.1		\$157,504	\$162,411		
10.2		\$164,041	\$169,157		

Network and Systems Controller Positions Only (CNOCC & socc)		
7.1		\$120,827
7.2		\$125,813
8.1		\$135,443
8.2		\$140,099

Section 4.2 – Traineeship

Trainees will be paid a base rate of pay using the following percentages of the Benchmark Rate (Pay Point 2.3) based upon the term of the traineeship.

A part time Trainee will receive the minimum salary specified in this schedule on a pro-rata basis.

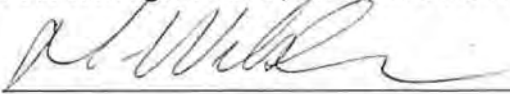
	% of Pay Point 2.3		
	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	35%	45%	50%
Plus 1 year out of school	45%	50%	60%
Plus 2 years out of school	50%	60%	75%
Plus 3 years out of school	60%	75%	85%
Plus 4 years out of school	75%	85%	
Plus 5 or more years out of school	85%		

Section 4.3 – Classification and Remuneration Framework

Business Support Workstream	Professional Workstream		Operational Workstream
Definitions	Definitions		Definitions
Roles primarily engaged in administration of business support processes; and/or general office support of sections, branches or general management. Incumbents are required to independently manage established administrative systems and provide advice on process issues. Relevant business skills and experience are typically gained through training and experience. Formal qualifications are not generally a prerequisite. Applies to roles primarily engaged in administrative, business and operational support activities.	Roles which contribute expertise to technical or non-technical functions such as Engineering, Design, Project Management, IT, Legal, Finance and Accounting, Marketing, transmission & distribution network management and Human Resources. Applies to Professional Supervisory roles which primarily engage in the same work as the employee they manage or supervise including where the main focus is on people and management issues. Excludes roles that perform predominately administrative, business & operational support activities and/or Branch Management and above.		Roles which have focus on operational knowledge, skills and experience in areas such as maintenance, construction and operations functions (eg working with tools, working out in the field or in a workshop environment and performing hands on maintenance, construction activities) Excludes roles that perform predominately administrative, business & operational support activities and Branch Management and above.
Business Support Roles	Professional Roles	Engineering Roles	Operational Roles
Accounting Finance Administrator Administrative Assistant Assistant Company Secretary Claims Officer Commercial Officer Customer Relationship Officer Document Controller Executive Assistant Human Resource Officer Project and Administrative Officer Property and Facilities Officer Scheduler (non switching) Operational Support Officer	Accountant Analyst Article Clerk Business Partner Category Manager Commercial Manager Contract Manager Corporate Compliance Manager Environmental Scientist Health and Safety IT Architect IT Developer IT Infrastructure Officer Knowledge Officer Project Coordinator Relationship Manager Risk, Change and Solutions Manager Legal Counsel Sourcing Manager Standards & Practice Developer Systems Administrator Trainer (Professional) Scheduler Project Manager Quality Assurer Technical Coordinator	Engineer Draftsperson Designer Network Controller System Controller Scada Technician Estimator	Team Coordinator (Field & Trade based) Technical Non-Trade eg. Meter Connections Technical Coordinator Technician – Electricity trade specific roles eg. Protection Metering HV Lab Cable Tester Power Quality Trainer (Operational qualified) Comms Technician

Schedule 5- Signatories

Signed for and on behalf of Electricity Networks Corporation (trading as Western Power) (ABN 18 540 492 861) of 363 Wellington Street, Perth, W.A. 6000 by:

Signature: 

Position: HEAD OF HUMAN RESOURCES Date: 9 JUNE 2021

Print Full Name: MARK WILSHUSEN

Address: 363 WELLINGTON ST PERTH WA 6000

Witness:

Signature: 

Print Full Name: Mirna Tedeschi Date: 09/06/2021

Address: 363 Wellington Street, Perth WA 6000

Signed for and on behalf of the Australian Municipal, Administrative, Clerical and Services Union (ASU), as Bargaining Representative for the employees covered by this Agreement by:

Signature: 

Position: Branch Secretary - ASU WA Branch Date: 14/6/21

Print Full Name: WAYNE WOOD

Address: 102 EAST PARADE EAST PERTH

Witness:

Signature: 

Print Full Name: PAUL CICCININI Date: 14/6/21

Address: 102 EAST PARADE, EAST PERTH W.A.

Schedule 2.3—Model consultation term

(regulation 2.09)

Model consultation term

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

Major change

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

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

Change to regular roster or ordinary hours of work

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

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