



DECISION

Fair Work

Act 2009

s.185—Enterprise agreement

ConnectEast Pty Ltd T/A EastLink
(AG2021/6907)

CONNECTEAST CUSTOMER OPERATIONS EMPLOYEES COLLECTIVE AGREEMENT 2021

Road transport industry

COMMISSIONER LEE

MELBOURNE, 16 SEPTEMBER 2021

Application for approval of the ConnectEast Customer Operations Employees Collective Agreement 2021

[1] An application has been made for approval of an enterprise agreement known as the *ConnectEast Customer Operations Employees Collective 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 ConnectEast Pty Ltd T/A EastLink. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

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

[4] 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.

[5] I observe that the following provision is likely to be inconsistent with the National Employment Standards (NES):

- Clause 47.1 – Abandonment of Employment.

However, noting clause 4.3 of the Agreement, I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 23 September 2021. The nominal expiry date of the Agreement is 15 September 2024.



COMMISSIONER

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<AE513125 PR734042>

Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2021/6907

Applicant:
ConnectEast Pty Ltd T/A EastLink

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Murray Keen, Human Resources Manager have the authority given to me by ConnectEast Pty Ltd T/A EastLink to give the following undertakings with respect to the ConnectEast Customer Operations Employees Collective Agreement 2021 ("the Agreement"):

1. That a new clause 26.10 is inserted into the Agreement as follows:

26.10 Additional paid annual leave for certain shiftworkers

This clause applies to an employee who is a shiftworker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.

The employee is a Shiftworker for the purposes of the NES (entitlement to an additional week of paid annual leave).

2. That clause 23.5 is replaced by the following:

23.5 On termination of employment ConnectEast will pay any accrued but untaken time off in lieu at the overtime rate applicable to when the accrued time off in lieu was worked.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

07.09.2021

Date



**ConnectEast
Customer Operations Employees
Collective Agreement
2021**

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

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1 Title

ConnectEast Customer Operations Employees Collective Agreement 2021
(Agreement).

2 Mutual Commitments

2.1 The Parties acknowledge that the aims of this Agreement are to:

2.1.1 ensure performance of ConnectEast's obligations to investors, customers, employees, the general public and the State of Victoria;

2.1.2 ensure that, as co-producers of our customers' service experience, we strive for operational excellence in all that we do including the delivery of our products and services;

2.1.3 enhance ConnectEast's position and reputation in the employment market as a preferred employer; and

2.1.4 work together to increase efficiency, productivity and flexibility through innovation, multi-skilling and improved workflow, so that all employees may be utilised to perform any functions within their skill level, competence and training.

2.2 The Parties are committed to:

2.2.1 observing ConnectEast's values which are underpinned by the behaviour of all employees;

2.2.2 treating everyone fairly and with respect and dignity;

2.2.3 maintaining a positive employee relations environment based on mutual respect, co-operation and trust;

2.2.4 ensuring we are fully informed in relation to all matters relevant to employment with ConnectEast;

2.2.5 providing a safe and supportive work environment free from unlawful discrimination, bullying and harassment;

2.2.6 the principles of merit based selection and diversity to ensure our workforce reflects our customers and markets;

2.2.7 personal and professional development through relevant and effective training to ensure a skilled and motivated workforce is maintained; and

2.2.8 ensuring that our customers' information is not disclosed unlawfully or to any unauthorised third party without the customer's prior consent.

3 Definitions

In this Agreement, the following definitions apply:

Actual Hourly Rate means the hourly rate you are actually entitled to be paid for that hour of work (including any overtime, shift and other allowances, loadings and penalties).

Agreement means this Agreement.

ASU means the Australian Municipal, Administrative, Clerical and Services Union.

Award means the *Clerks—Private Sector Award 2020*.

Board means the board of directors of ConnectEast.

Commencement date means 7 days after the Fair Work Commission approves this Agreement.

ConnectEast means ConnectEast Pty Ltd ACN 101 213 263 and all related entities and related bodies corporate as defined by the *Corporations Act 2001* (Cth).

CPI means the All Groups Consumer Price Index for the weighted average of eight capital cities based on the percentage change from the corresponding quarter of the previous year measured at the June quarter as provided by the Australian Bureau of Statistics.

Customer Operations means the operation of the customer services of EastLink toll road and any other project of a similar nature undertaken by ConnectEast.

Directly Comparable Position means a position that complies with the requirements specified in sub-clause 44.5.

Emergency Services Organisation means the State Emergency Service or the Country Fire Authority or any other organisation recognised as an emergency services organisation by statute.

Employee means an employee who is covered by this Agreement. For the purposes of this Agreement, the employees who are bound by it will be referred to collectively as 'employees' and individually as either 'employee' or 'you'.

FWA means the *Fair Work Act 2009* (Cth) as amended from time to time.

Fair Work Commission means the Fair Work Commission, the national workplace relations tribunal.

Health Practitioner means a health practitioner registered or licensed as a health practitioner (or as a health practitioner of a particular type) under a law of a State or Territory.

Human Resources means the Human Resources department of ConnectEast.

Immediate Family means:

- your spouse; and
- you or your spouse's parent (including step-parent), sister, stepsister, brother, stepbrother, child (including stepchild), grandfather, grandmother and grandchild.

where "spouse" in this definition includes a former spouse, a de facto spouse or a bona fide partner of the same gender.

Line Manager means the person to whom you report in the majority of your employment or the Workforce Manager.

Managing Director means the Managing Director of ConnectEast.

Medical Certificate means a certificate signed by a Health Practitioner.

Medical Practitioner means a registered medical practitioner.

Member of Household means anyone living in your household at the relevant time.

Ordinary Hourly Rate means hourly rate of pay which is inclusive of leave loading and excludes penalty rates, higher duties allowances, other allowances, overtime payments, penalties, bonuses and payments pursuant to any incentive schemes.

Ordinary Hours means the hours an employee is contracted to work.

Overtime means hours worked in excess of 75 hours in a fortnightly pay period subject to the terms and conditions of Clause 22 of this Agreement.

Parties means the parties to this Agreement.

Position Description means the written position description applicable to a role.

Privacy Laws means the *Privacy Act 1988* (Cth) and any other applicable privacy legislation or laws.

Secondment means a temporary transfer from one position to another and where your employer is still ConnectEast.

Security Requirements means a satisfactory result following a Criminal History Check and/or National Police check.

Superannuation Guarantee Scheme means the scheme constituted by the *Superannuation Guarantee (Administration) Act 1992* (Cth) and *Superannuation Guarantee Charge Act 1992* (Cth).

Transfer means a permanent transfer from one position to another and where your employer is still ConnectEast.

4 Introduction

- 4.1 The nominal expiry date of this Agreement is 3 years from the date the Fair Work Commission approves this Agreement.
- 4.2 This Agreement is a comprehensive agreement which excludes operation of all awards and agreements which would otherwise apply to the Parties.
- 4.3 Where there is an inconsistency between this Agreement and the National Employment Standards and the National Employment Standards provides a greater benefit, the National Employment Standards provision will apply to the extent of the inconsistency
- 4.4 Following the nominal expiry date of this Agreement under sub-clause 4.1, this Agreement will continue to operate until varied by the Parties, replaced by another workplace agreement or terminated in accordance with the FWA.

5 Parties to the Agreement

- 5.1 This Agreement applies to and is binding on ConnectEast and the employees (subject to Clause 13 Vacancies, Transfers, Secondments & Hybrid Work) who are:
 - 5.1.1 engaged in ConnectEast's Customer Operations; and
 - 5.1.2 paid fortnightly; and
 - 5.1.3 eligible for paid overtime.
- 5.2 The organisation representing union member employees as their bargaining agent for the negotiation of this Agreement was the ASU.

6 Representations

- 6.1 During the course of your recruitment you have provided to ConnectEast information including details concerning your qualifications, background and experience.
- 6.2 You acknowledge that ConnectEast has relied on this information in reaching its decision to offer you employment.
- 6.3 It is a term of your employment that all this information is true and accurate.
- 6.4 You must produce original or certified transcripts of any academic or other qualifications on request.

7 Policies & Procedures

- 7.1 ConnectEast maintains a number of policies and procedures which apply to your employment.
- 7.2 These policies and procedures may be added to, varied or cancelled by ConnectEast, at its discretion, from time to time.
- 7.3 You must familiarise yourself with ConnectEast's policies and procedures and act in accordance with them at all times. Failure to do so could result in disciplinary action, including termination of employment.
- 7.4 ConnectEast will take reasonable steps to alert you to any changes to policies and procedures, but it remains your responsibility to keep up to date with changes from time to time.
- 7.5 Policies and procedures do not form part of this Agreement or your employment contract.

8 Work Location

- 8.1 Workforce flexibility and mobility is essential to ensure workloads are effectively managed and customer expectations are satisfied.
- 8.2 You will be based at a specified location. However, you may be required to travel or transfer between locations to the extent needed to effectively carry out the responsibilities of your employment. Such a requirement will not be applied unreasonably and will have regard to your personal circumstances.
- 8.3 Reasonable additional travel expenses incurred by you will be reimbursed if you are required to attend a location that is not your normal work location.
- 8.4 The amount reimbursed for motor vehicle expenses will be based on Australian Taxation Office rules (as amended from time to time) and will be calculated on the distance you are required to travel over and above your normal travel between home and work.
- 8.5 Travel expenses will not be reimbursed to you if you have accepted a Transfer or Secondment to another location, or where you have voluntarily offered/requested to work additional hours or overtime shifts at another location.

9 Duties

- 9.1 You acknowledge that workforce flexibility is essential to ensuring workloads are effectively managed and customer expectations are satisfied. You will, therefore, undertake the duties outlined in your Position Description together with any other duties which may be reasonably assigned to you by ConnectEast from time to time.
- 9.2 ConnectEast may, at its discretion, change the title of your position, your Position Description and your reporting line provided that:
 - 9.2.1 it first consults with you and provides the opportunity for you to provide feedback; and
 - 9.2.2 any changes it makes are reasonable and reasonably required by the operational needs of its business.
- 9.3 If ConnectEast transfers your employment to another entity within ConnectEast it will be on the basis of full recognition of prior service within ConnectEast for all purposes.

10 Training

- 10.1 ConnectEast may, from time to time, require you to attend, facilitate or deliver training sessions or courses which are relevant to the performance of your duties or career development. ConnectEast will take into account your personal circumstances (including any family responsibilities) when deciding whether to require you to attend, facilitate or deliver any particular training session or course.
- 10.2 ConnectEast will pay all fees associated with your attendance at these sessions or courses.
- 10.3 If you are required to attend, facilitate or deliver a training session or course, you will be paid the Actual Hourly Rate applicable to the time of the training session or course.

11 Employment Arrangements

- 11.1 This Agreement sets out employment conditions for employees who are:
 - 11.1.1 Permanent full time employees;
 - 11.1.2 Permanent part time employees;
 - 11.1.3 Casual employees; and
 - 11.1.4 Limited term employees.

11.2 Permanent Full Time Employee

- 11.2.1 A permanent full time employee is an employee who is employed to work for 75 hours a fortnight.
- 11.2.2 Shift lengths for permanent full time employees will be a minimum of 7.5 hours unless otherwise agreed with the employee.

11.3 Permanent Part Time Employee

- 11.3.1 A permanent part time employee is an employee who is employed to work for a contracted number of hours less than 75 hours a fortnight.
- 11.3.2 If you are a permanent part time employee you will receive equivalent pay and conditions, on a pro rata basis, to a permanent full time employee performing the same role.
- 11.3.3 Shift lengths for permanent part time employees will be a minimum of 3 consecutive hours.
- 11.3.4 Contracted hours may be changed by agreement in writing between the employer and employee.
- 11.3.5 At the time of engagement, ConnectEast and a permanent part time employee who does not work in a position which performs rostered work will agree in writing on a regular pattern of work, specifying which days of the week the employee will work, the numbers of hours worked each day, and the starting and finishing times each day.
- 11.3.6 At the time of engagement, ConnectEast will provide a permanent part time employee who works in a position which performs rostered work an initial roster which will provide details of which days of the week the employee will work, the number of hours worked each day, and the starting and finishing times each day until their first roster is available in accordance with Clause 17.
- 11.3.7 Additional Hours
 - 11.3.7.1 ConnectEast may request part time employees work up to 75 hours per fortnight.
 - 11.3.7.2 Part time employees may refuse, at their absolute discretion, to work more than their ongoing contracted hours.

11.3.7.3 When a part time employee accepts hours in addition to their contracted hours it constitutes an increase to their Ordinary Hours for that fortnight, and the employee will be paid at their ordinary hourly rate, applicable penalty rates and accrue leave.

11.3.7.4 Alternatively, subject to Clause 23 (Time off in lieu), you may elect to take time off in lieu of payment for additional hours.

11.4 Casual Employee

11.4.1 Casual employees are engaged as such by the hour and on an as needs basis.

11.4.2 As a casual employee you agree that you have no expectation of any further casual work beyond the completion of each casual shift worked by you.

11.4.3 ConnectEast will notify you of the hours it has available for you to work on a casual basis, which will fluctuate depending on the operational requirements of ConnectEast.

11.4.4 You agree that you may be required at short notice and that, if requested by ConnectEast and, it is reasonably practicable to do so, you will make yourself available for at least 1 shift per fortnight in order to maintain required competence levels.

11.4.5 ConnectEast may cancel your engagement to work on any particular shift subject to giving you reasonable notice prior to commencement of the shift except in circumstances beyond ConnectEast's control. As far as practicable this notice will be provided:

11.4.5.1 in the first instance, by 4:00 pm on the day prior to the applicable shift; or if this is not possible;

11.4.5.2 a minimum of 3 hours before the shift is scheduled to commence.

11.4.6 You will be paid at the Ordinary Hourly Rate applicable to a permanent employee performing the same role plus an additional 25% loading for the first 75 hours worked in a fortnight. The casual loading of 25% is in lieu of all entitlements to paid leave and other conditions applicable only to permanent employees, as outlined in this Agreement.

11.4.7 Once a casual employee has worked 75 hours during a fortnightly pay period the following rates apply, calculated on a daily basis with reference to the day or shift during which the Overtime hours were actually worked:

Hours of overtime worked per day	Overtime rate (inclusive of 25% casual loading)
Monday to Saturday First 2 hours	175% of the Ordinary Hourly rate of the role applicable to a permanent employee
Monday to Saturday After 2 hours	225% of the Ordinary Hourly rate of the role applicable to a permanent employee
Sunday	225% of the Ordinary Hourly rate of the role applicable to a permanent employee
Public Holiday	275% of the Ordinary Hourly rate of the role applicable to a permanent employee

11.4.8 Casual employees are entitled to a minimum payment of 3 hours at the appropriate rate per attendance for an approved casual shift.

11.4.9 In certain circumstances, casual employees have the right to be offered or request conversion to permanent employment under the National Employment Standards (**NES**) of the FWA. In addition, Clause 11.6 of the Award also currently contains a right to request casual conversion in certain circumstances and the parties agree that this Clause 11.6 alone is incorporated as if it were a provision of the Agreement for as long as Clause 11.6 remains a term of the Award providing a right to request casual conversion. For the avoidance of doubt, this means that if the right to request casual conversion clause is removed from the Award in the future by the Fair Work Commission or amended to mirror the NES casual conversion provisions, it will no longer be incorporated into the Agreement and will cease operating as a provision of the Agreement from the date it is removed from the Award or amended to mirror the NES casual conversion provisions. However, any future removal or amendment of the clause from the Award will not impact casual employees' rights under the NES casual conversion provisions of the FWA.

11.5 Limited Term Employee

11.5.1 A limited term employee is an employee who is employed to work on a full or part time basis for a maximum limited period or for a specified task.

11.5.2 Limited term employees will receive the same benefits as equivalent permanent employees, except where otherwise provided in this Agreement.

12 Probation

12.1 All new permanent and limited term employees will be subject to a probationary period of 3 months.

12.2 Continuing employment will be contingent on:

12.2.1 satisfying Security Requirements;

12.2.2 successful completion of any required entrance training;

12.2.3 satisfactory work performance; and

12.2.4 demonstrating the required values and behaviours.

12.3 Confirmation of continuing employment beyond the end of probation will be provided to you before expiry of the probationary period.

12.4 ConnectEast will endeavour to provide you with reasonable support and assistance to ensure you successfully meet the requirements of sub-clause 12.2 for continuing employment.

12.5 During your probationary period, your employment can be terminated by either you or ConnectEast giving 1 week's notice, or by ConnectEast paying to you an equivalent amount (based on your Ordinary Hourly Rate) in lieu of notice. This notice period will not apply in cases warranting summary dismissal.

13 Vacancies, Transfers, Secondments & Hybrid work

13.1 Vacancies and Transfers

13.1.1 Vacant positions covered by this Agreement will be internally advertised within ConnectEast, except when a direct appointment is authorised by the Board or Managing Director of ConnectEast.

13.1.2 You may apply for a transfer to a new position in accordance with ConnectEast's transfer policy.

13.1.3 If you transfer to a position not covered by this Agreement, you will cease to be covered by this Agreement and your new terms of employment will be negotiated with you prior to your transfer.

13.2 Secondments

- 13.2.1 ConnectEast may, at its discretion, second you to another position on a temporary basis. Secondments can be for an uncertain period of time or for a fixed term. You may refuse a secondment on reasonable grounds.
- 13.2.2 When considering you for a secondment, ConnectEast will have regard to your personal circumstances, including any family responsibilities.
- 13.2.3 You may also apply for a secondment in accordance with ConnectEast's secondment policy.
- 13.2.4 If you are seconded to a position not covered by this Agreement, you will cease to be covered by this Agreement while on secondment. Your terms of employment while on secondment will be negotiated with you prior to your secondment.

13.3 Hybrid work

- 13.3.1 ConnectEast may offer a permanent employee a position in conjunction with / in addition to their current role up to 75 hours per fortnight.
- 13.3.2 Such an offer will be made in writing and you may decline it at your absolute discretion and without prejudice.
- 13.3.3 Where such an offer is accepted, the employee will be paid the rate applicable under this Agreement (or if the additional position is not covered by this agreement in accordance with the written offer) that applies to each position for agreed hours worked in each role.

14 Salaries

14.1 Minimum Ordinary Hourly Rates

- 14.1.1 The following will be the minimum Ordinary Hourly Rates and indicative annualised salaries (based on a 75 hour fortnight) for a full time employee at the commencement of this Agreement.

Pay Group	Ordinary Hourly Rate	FTE salary
Blue	\$29.19003	\$56,920.56
Red	\$32.26266	\$62,912.19
Yellow	\$33.79894	\$65,907.93
Green	\$35.33529	\$68,903.82
Orange	\$38.40792	\$74,895.44
Grey	\$47.62581	\$92,870.33

Pay Group	Title
Blue	Image Processing Operator
	Logistics Operator
Red	Customer Service Operator
	Customer Service Officer Retail
	Receptionist
Yellow	Customer Administration Officer
	Quality Assurance Officer
Green	Billing Administrator
	Credit Administrator
	Enforcement Administrator
	Customer Resolutions Administrator
Orange	Team Specialist
	Workforce Administrator
	Team Coach
Grey	Team Leader

14.2 Payment of Salary

14.2.1 ConnectEast will pay your salary, less authorised deductions, directly into your nominated financial institution account fortnightly.

14.3 Salary Reviews

14.3.1 Subject to your continuing employment and sub-clause 14.3.3, the following percentage salary increases will be paid to you on your Ordinary Hourly Rate:

First pay period commencing on or after:	Increase
1 September 2021	1.75%
1 September 2022	2.0%
1 September 2023	2.0%

14.3.2 ConnectEast may, at its discretion, increase salaries earlier than the nominated dates prescribed in sub-clause 14.3.1.

- 14.3.3 To be eligible for a salary increase in any year you must have participated in ConnectEast's mid year and end of year performance review processes (subject to you being employed at the relevant times) and have achieved a performance rating of "meets expectations" (or equivalent) or better in your performance review(s).
- 14.3.4 If you fail to achieve a performance rating of "meets expectations" (or equivalent) or better, your salary increase will not be paid to you until you achieve "meets expectations" (or equivalent) or better for three consecutive months. ConnectEast agrees that in these circumstances it will review your performance on at least a monthly basis.
- 14.3.5 Sub-clause 14.3.3 does not apply to employees on primary carer parental leave.
- 14.3.6 In the event that the CPI increases by a greater percentage than the percentage salary increase provided for in sub-clause 14.3.1, the increase provided by this Agreement will be matched to the CPI.

15 Superannuation

- 15.1 ConnectEast will make superannuation contributions in accordance with the Superannuation Guarantee Scheme in respect of each of its employees.
- 15.2 An employee may request that ConnectEast deduct from their salary additional amounts (pre or post tax) and contribute such additional amounts on the employee's behalf to a complying superannuation fund.
- 15.3 Transition to retirement
 - 15.3.1 If you are aged 55 years or more you may request reimbursement up to a maximum of \$500, for 50% of the charge of financial advice on transitioning to retirement strategies.
 - 15.3.2 Approval must be gained from Human Resources prior to seeking the financial advice for it to be eligible for reimbursement.
 - 15.3.3 The financial advice must be provided by a registered financial advisor who holds an Australian Financial Services (AFS) licence or is employed by or authorised to represent a business that holds an AFS license.
 - 15.3.4 The financial advice must be personal advice (i.e. takes into account your particular circumstances, such as your objectives, financial situation and needs) and therefore not general in nature.
 - 15.3.5 An employee may access this payment once during their employment.

16 Hours of Work

- 16.1 The Ordinary Hourly Rate will apply between 6.00 am and 7.00 pm Monday to Friday unless the hours are Overtime.
- 16.2 You will not be required to work more than 10 paid hours in any 24 hour period.
- 16.3 The maximum Ordinary Hours of work for a full time employee will be an average of 75 hours per fortnight (inclusive of all categories of paid leave).
- 16.4 In order to be able to provide for ConnectEast's operational business needs, you will work your Ordinary Hours in the manner and according to the pattern determined by ConnectEast (including under a roster system in accordance with Clause 17), taking into account your reasonable personal needs and preferences wherever possible.
- 16.5 Under usual business circumstances, your Ordinary Hours will be worked between 6.00 am and 7.00 pm Monday to Friday.
- 16.6 If you are working at a time when a change of hours occurs due to the commencement or cessation of daylight savings, you will be paid for hours actually worked.
- 16.7 Breaks between shifts will be no less than 10 hours.
- 16.8 Should an employee be required to work on a Saturday, Sunday or Public Holiday ConnectEast will pay them in accordance with this Agreement. .

17 Rosters

- 17.1 Rosters are intended to ensure the operational needs of ConnectEast are met while taking into consideration, where possible, your personal needs.
- 17.2 If the position in which you are employed performs rostered work, you will be provided with a roster that will be prepared at least 4 weeks in advance of the roster start dates.
- 17.3 ConnectEast reserves the right to make temporary roster changes up to 2 weeks before a shift falls due in order to meet the operational needs of the business. If this is required, ConnectEast will do the following:
 - 17.3.1 in the first instance, ConnectEast will consult with the individual employee(s) affected and seek a voluntary change by mutual agreement;
 - 17.3.2 if no volunteer(s) or mutual agreement can be reached, ConnectEast in its absolute discretion may make a change to the roster.
- 17.4 Where you request a roster change, your Line Manager will consider all the reasonably available options in an attempt to accommodate your personal needs.

- 17.5 ConnectEast will determine the total rostered hours required. Your Line Manager will determine individual rosters taking into account your preferences, prior arrangements, and any other relevant factors.
- 17.6 You may, by mutual agreement, swap shifts on a roster with team members if:
 - 17.6.1 the team member has the same classification, training and skills;
 - 17.6.2 the affected Line Managers are notified and approve of the shift swap; and
 - 17.6.3 the shift swap does not result in any additional costs to ConnectEast (for example, does not attract any overtime which would otherwise be payable in accordance with Clause 22).
- 17.7 If you swap your shift you will be paid in accordance with the payment rules for the shift you have swapped into.
- 17.8 If you are required to attend work during your days / shifts off to participate in a meeting, you will be paid for the actual hours of attendance at work. This sub-clause does not apply to ConnectEast sponsored events where work is not performed.

18 Make-up Time

- 18.1 With the consent of your Line Manager you may make-up time to be taken off at an agreed time within the same fortnightly pay period provided there is no additional cost to ConnectEast.
- 18.2 You will not receive any payment with respect to any time taken off in accordance with an approved make-up arrangement.

19 Breaks

- 19.1 If you work equal to or greater than 2.5 consecutive hours in a shift, you will be provided with a single 15 minute paid rest break.
- 19.2 In addition, if you work more than 5 consecutive hours (inclusive of paid breaks) in a shift you will be provided with a single 30 minute unpaid meal break. This unpaid meal break will commence no later than 5 hours into the shift. An employee may request a single 1 hour unpaid meal break under the same conditions as the aforementioned 30 minute unpaid meal break.
- 19.3 In addition, if you work more than 6 consecutive hours (inclusive of paid and unpaid breaks) you will be provided with a further 15 minute paid rest break.
- 19.4 ConnectEast may schedule breaks to meet operational requirements.

20 Higher Duties Allowance

- 20.1 Where you are requested by ConnectEast to perform higher duties other than those for which you have been employed, you are entitled to be paid a higher duties allowance provided the higher duties are performed for at least 2 consecutive hours.
- 20.2 The higher duties allowance will be an amount equal to 75% of the difference between your Ordinary Hourly Rate and the Ordinary Hourly Rate applicable to the higher role for each hour worked in the higher role.
- 20.3 If, while on higher duties, you work a shift that attracts penalty rates or overtime payments, ConnectEast will calculate the higher duties allowance on your Ordinary Hourly Rate of pay.

21 Job Share

- 21.1 You may enter into job sharing arrangements with another employee who has the same employment status, classification, training and skills if you, and the other employee, have the approval of your Line Manager.
- 21.2 For the purposes of this Clause "job sharing" is an arrangement that allows 2 employees to share all of the duties and responsibilities of a permanent full time position.
- 21.3 You and your job share partner will receive equivalent pay and conditions, on a pro rata basis, to a permanent full time employee performing the same role.
- 21.4 A job share arrangement you enter will cease in the event:
 - 21.4.1 you or your job share partner are dismissed, made redundant or resign;
 - 21.4.2 a request by you or your job share partner to alter working arrangements is approved; or
 - 21.4.3 either you or your job share partner are unable to perform your duties due to disciplinary action, promotion, secondment or transfer.
- 21.5 In the event your job share arrangement has ceased and you want to continue in a job share arrangement ConnectEast will make reasonable attempts to assist you with finding a replacement.
- 21.6 Unless otherwise agreed with your Line Manager, if another job share arrangement cannot be found within a reasonable amount of time, you will be required to return to your previous employment status.

22 Overtime

- 22.1 ConnectEast may request full time, part time or limited term employees to work a reasonable amount of Overtime to fulfil operational requirements of the workplace.
- 22.2 An employee may refuse to work Overtime in circumstances where the working of such Overtime would result in working hours which are unreasonable having regard to the:
 - 22.2.1 Personal circumstances (including any family responsibilities) of the employee;
 - 22.2.2 Risk to the health and safety of the employee; and
 - 22.2.3 Notice (if any) given by ConnectEast of the requested Overtime.
- 22.3 ConnectEast will only pay for Overtime that has been authorised by a Line Manager before it is worked.
- 22.4 Overtime applies if an employee works more than their Ordinary Hours during a fortnightly pay period (inclusive of all paid leave and public holidays, but exclusive of unpaid leave), for each additional half hour completed.
- 22.5 Once a permanent or limited term employee has worked 75 hours during a fortnightly pay period the following rates apply, calculated on a daily basis with reference to the day or shift during which the Overtime hours were actually worked:

Hours of overtime worked per day	Overtime rate
Monday to Saturday First 2 hours	150% of the Ordinary Hourly rate of the role applicable to a permanent employee
Monday to Saturday After 2 hours	200% of the Ordinary Hourly rate of the role applicable to a permanent employee
Sunday	200% of the Ordinary Hourly rate of the role applicable to a permanent employee
Public Holiday	250% of the Ordinary Hourly rate of the role applicable to a permanent employee

- 22.6 Subject to Clause 23 (Time off in lieu), an employee may elect to take time off in lieu of payment for Overtime.
- 22.7 ConnectEast will not require an employee to attend work until they have had a minimum 10 consecutive hours off duty after performing Overtime.

23 Time off in lieu

- 23.1 If you become eligible for time off in lieu of any other entitlement under this Agreement, the following sub-clauses will apply.
- 23.2 The time off granted will be calculated on an hour for hour basis with regard to the time actually worked and will be paid at your Ordinary Hourly Rate of pay.
- 23.3 Time off in lieu can only be taken at a time (or times) agreed between you and your Line Manager and will have regard to the operational requirements of ConnectEast and your personal circumstances.
- 23.4 The time off in lieu must be taken or booked within 3 months of accrual, failing which it will be paid to you at your Ordinary Hourly Rate of pay.
- 23.5 On termination of employment ConnectEast will pay any accrued but untaken time off in lieu at your Ordinary Hourly Rate of pay.

24 Penalty Rates

- 24.1 Under usual business circumstances, ConnectEast’s Customer Operations does not operate during periods that would attract penalty rates.
- 24.2 Penalty rates will be paid in recognition of Ordinary Hours rostered during unsociable hours.
- 24.3 If you work during the period specified below, you will be paid the following additional penalties on an hourly basis:

Day	Period	Penalty Rate
Monday to Friday	Midnight – 6.00 am	50%
	7.00 pm – midnight	50%
Saturday	Any time	50%
Sunday	Any time	100%
Public Holiday	Any time	150%

- 24.4 ConnectEast will calculate all penalty rates on your Ordinary Hourly Rate of pay.
- 24.5 You will not be paid penalty rates while you are on leave.
- 24.6 You will not be paid penalty rates for any Overtime you work.

25 Public Holidays

25.1 Employees, other than casuals, will be entitled to the following public holidays:

- 1 January for New Year's Day
- 26 January for Australia Day
- Good Friday
- Easter Monday
- 25 April for Anzac Day
- the Queen's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory)
- 25 December for Christmas Day
- 26 December for Boxing Day and
- any other day, or part-day, declared or prescribed by or under a law of a State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

25.2 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day is the public holiday.

25.3 Another day may be substituted for those listed above by agreement in writing between an employee and ConnectEast.

26 Annual Leave

26.1 Rate of Accrual and Crediting

26.1.1 For full time employees (permanent and limited term) annual leave will accrue at the rate of 150 hours per annum (which equates to 4 weeks annual leave for a full time employee).

26.1.2 For part time employees (permanent and limited term), annual leave will accrue at a proportionate rate to that which applies to full time employees based on your Ordinary Hours.

26.1.3 Your annual leave will accrue pro rata to your period of service with ConnectEast and will be credited fortnightly.

26.2 Taking of Leave

26.2.1 You can take accrued annual leave at any time agreed between you and ConnectEast.

26.2.2 In considering your request for annual leave, ConnectEast will have regard to the operational requirements of the workplace and your personal circumstances.

26.3 Leave in Advance

- 26.3.1 In pressing personal circumstances, you can take annual leave in advance of it being accrued if ConnectEast agrees.
- 26.3.2 If your employment subsequently ends before you have worked sufficient time to accrue any leave taken in advance, you must pay ConnectEast a sum equal to the balance of this leave taken in advance.

26.4 Shut Down

- 26.4.1 If ConnectEast shuts down its business (or any part of its business) for a limited period of time, you may be directed to take annual leave during that period of time.
- 26.4.2 If ConnectEast shuts down its business (or any part of its business) for reasons related to emergency situations, which may include terrorist activity or disaster recovery, you may be directed to take annual leave during that period of time.
- 26.4.3 ConnectEast will provide you with at least 4 weeks' notice of any shut down and direction to take annual leave (other than for sub-clause 26.4.2 or for matters outside ConnectEast's control).
- 26.4.4 If you do not have sufficient accumulated annual leave to cover the period of any shut down, you will be required to take leave without pay for any part of the period of the shut down during which you are not on annual leave.

26.5 Public Holidays

- 26.5.1 If a public holiday prescribed in Clause 25 of this Agreement occurs on a day when you would normally be at work if you were not on leave, then you will be paid for that day and it will not be deducted from your annual leave balance.

26.6 Payment

- 26.6.1 When you take annual leave, you will be paid your Ordinary Hourly Rate of pay for all leave hours.
- 26.6.2 On termination of your employment, ConnectEast will pay you your accrued but untaken annual leave.

26.7 Directed Leave

26.7.1 ConnectEast is committed to assisting you manage the work, family and personal responsibilities you have. Annual leave provides periods of recreation and rest and can assist with balancing these responsibilities.

26.7.2 If, over any 2 year period, your annual leave accrual exceeds 8 weeks, you may be directed by ConnectEast to take up to 75 hours of your accrued leave with at least 4 weeks' notice.

26.8 Cashing Out Leave

26.8.1 An employee may request to cash out up to 2 weeks of annual leave in a 12 month period, provided that such a request will not reduce their annual leave balance below 4 weeks. Any such request must be made in writing to the employee's Line Manager.

26.8.2 The Line Manager will liaise with Human Resources to consider the request giving due consideration to ConnectEast's operational requirements, the need to ensure adequate periods of recreation and rest from work, and the employee's circumstances.

26.8.3 If the Line Manager and Human Resources agree to the request to cash out annual leave, the employee will be supplied an agreement stating the amount of leave to be cashed out; the payment to be made to the employee for it; and the date on which the payment will be made. The agreement must be signed by both the employee and ConnectEast to proceed, and payment in lieu of the leave forgone will be made at the Ordinary Hourly Rate of pay that applies at the time payment for the leave is made.

26.9 Purchase Leave

26.9.1 Full time and part time permanent employees and full time limited term employees who have at least 12 months remaining before expiry of their contracts may purchase leave under a 48/52, 49/52, 50/52 or 51/52 arrangement. Purchase leave is not available for casual employees

26.9.2 Purchase leave enables an employee to take up to four weeks leave in addition to the normal four weeks annual leave in any 12 month period.

26.9.3 Purchase leave arrangements will only apply for a 12 month period and further approval is required for any subsequent 12 month period.

- 26.9.4 Purchased leave is subject to approval by the employee's Line Manager. Prior to commencement of the relevant 12 month purchased leave period, the employee and Line Manager must agree in writing on the times when purchased leave is to be taken.
- 26.9.5 A proportionate adjustment is then made to the employee's annual salary based on the number of additional weeks leave purchased. This will result in the employee receiving a proportionally reduced salary each fortnight over the 52 weeks covered by the purchased leave arrangement. The annual salary calculation is based on the normal fortnightly wages annualised without any adjustments made for penalty rates.
- 26.9.6 Entry into a purchased leave arrangement will not convert a full time employee into a part time employee. An employee participating in the scheme will continue to accrue leave benefits on a full time basis.
- 26.9.7 During the purchase leave period all authorised overtime and penalty payments will be paid at the pre-adjusted rate.
- 26.9.8 During the purchase leave period superannuation contributions will be calculated at the adjusted rate.

27 Personal Leave

- 27.1 Subject to the requirements of this Clause, you may be eligible to take leave in the event of personal ill health (sick leave) or to care for Immediate Family members or a Member of your Household (carer's leave).
- 27.2 If you are a full time employee (permanent or limited term) you will be eligible for up to 75 hours personal leave each year of employment (which equates to 10 days personal leave for a full time employee).
- 27.3 If you are a part time employee (permanent or limited term) you will be eligible for a proportionate rate of the eligibility for full time employees based on your Ordinary Hours.
- 27.4 All employees (including casual employees) are eligible for 2 days unpaid carer's leave for each occasion on which a member of the employee's Immediate Family or Household requires their care or support, provided that permanent and limited term employees must have first exhausted any entitlement to paid personal leave.
- 27.5 Your eligibility for personal leave accrues pro rata to your period of service with ConnectEast and will be credited fortnightly.
- 27.6 A Medical Certificate may be requested by your Line Manager, Workforce Manager or their Manager; or any member of the Human Resources department.

- 27.7 You may be required to present a Medical Certificate from a Health Practitioner in the following circumstances:
- 27.7.1 for periods of absence equal to, or greater than, 2 consecutive work days/shifts;
 - 27.7.2 for a period immediately prior to, or following, a day on which you were not required to work;
 - 27.7.3 during your probationary period of employment;
 - 27.7.4 when all personal leave has been exhausted; or
 - 27.7.5 at ConnectEast's request.
- 27.8 In addition, ConnectEast may, at its discretion, require you to provide a Medical Certificate as evidence of your illness or that of a member of your Immediate Family or Household if you are absent from work in any circumstances.
- 27.9 If you fail to provide to ConnectEast a Medical Certificate when you are required to do so, ConnectEast may not pay you for the period of your absence from work.
- 27.10 A Medical Certificate should be provided within 48 hours of request, or ConnectEast may refuse to pay for the absence and the period may be considered unauthorised leave.
- 27.11 If, in any of the circumstances referred to in this Clause, it is not reasonably practicable for you to obtain a Medical Certificate, you may present to ConnectEast a statutory declaration to the effect that you were unfit for work due to personal illness or injury or were required to care for a member of your Immediate Family or Household during the specified period.
- 27.12 If you use up all your accumulated personal leave, ConnectEast may, at its discretion, give you extra paid or unpaid personal leave after considering your circumstances, including your leave history, length of continuous service and work performance.
- 27.13 When you take paid personal leave, you will be paid your Ordinary Hourly Rate of pay for all leave hours.
- 27.14 Your unused personal leave accumulates annually.
- 27.15 Unused personal leave will not be paid out when you leave your employment.
- 27.16 Where practicable, you must notify your Line Manager as soon as possible that you are unable to work because you or a member of your Immediate Family or Household is sick.

27.17 Subject to production of a Medical Certificate, if you are ill while on annual leave you will have the period you are ill treated as personal leave (if you have accrued an eligibility for that leave).

28 Compassionate Leave

28.1 All employees are eligible for up to 2 days leave per occasion when a member of the employee's Immediate Family or Household:

28.1.1 contracts or develops a personal illness that poses a serious threat to their life; or

28.1.2 sustains a serious injury that poses a serious threat to their life; or

28.1.3 dies.

28.2 Such leave will be provided on a paid basis for permanent and limited term employees and on an unpaid basis for casual employees.

28.3 Such leave need not be taken consecutively.

28.4 All payments of compassionate leave will be paid at your Ordinary Hourly Rate of pay.

28.5 Leave without pay may also be granted, in addition, in special circumstances.

28.6 ConnectEast may, at its discretion, require you to provide a medical or death certificate or published death notice as evidence of that member of your Immediate Family or your Household's illness or death if you are absent from work in any circumstances.

28.7 Compassionate leave is non-accumulative.

28.8 Unused compassionate leave will not be paid out when you leave your employment.

29 Long Service Leave

29.1 You are eligible for long service leave in accordance with the *Long Service Leave Act 2018* (Vic), as amended from time to time.

29.2 Employees who become eligible for long service leave, may take their accrued pro-rata portion of this leave, subject to mutual agreement with ConnectEast, after 7 years of continuous service.

29.3 Prior to applying for long service leave, employees are encouraged to discuss the long service leave entitlement and their individual status with ConnectEast's Payroll Manager.

30 Discretionary Leave

- 30.1 ConnectEast supports its employees and recognises that significant personal matters can have an impact on an employee's ability to perform their work tasks. Full time and part time employee with over 12 months service may apply for a period of up to 2 weeks (75 hours for full time, pro-rata for part time) of paid discretionary leave per calendar year.
- 30.2 Employees may apply directly to the Human Resources Manager for discretionary leave, or may speak with a Line Manager who will then inform the Human Resources Manager.
- 30.3 Discretionary leave will be assessed on a case by case basis with consideration given to other leave types available to the employee.
- 30.4 Discretionary leave will be considered in the strictest confidence by the Human Resources Manager with final approval granted at the absolute discretion of the Managing Director.
- 30.5 Discretionary leave will only be considered in extremely critical personal circumstances which may include, but is not limited to; serious illness, life threatening situations or domestic violence.
- 30.6 Prior to granting discretionary leave, ConnectEast reserves the right to respectfully and confidentially make all enquiries necessary to support the granting of the leave application.

31 Parental Leave

- 31.1 Parental Leave Entitlement
 - 31.1.1 Parental leave encompasses birth related and adoption leave, and is available to all full and part time employees who have been employed for 12 months or more immediately preceding the commencement of the leave.
 - 31.1.2 Parental leave is also available to eligible casual employees. An eligible casual employee is a casual employee who has been employed on a regular and systematic basis for the 12 months preceding the commencement of the leave and who, but for the pregnancy or decision to adopt, would have a reasonable expectation of ongoing employment.
 - 31.1.3 Parental leave is unpaid (including public holidays), except as detailed in sub-clause 31.2, and is available on the conditions specified in the FWA.

31.2 ConnectEast Parental Leave Entitlement

- 31.2.1 If you are a full time or part time employee (permanent or limited term) and you have completed between 1 and 2 years' continuous service, you will be paid:
- 31.2.1.1 secondary carer (partner) parental leave of 1 week; or
 - 31.2.1.2 primary carer parental leave of 3 weeks on full pay or 6 weeks on half pay (pro rata for part time employees); and
- for primary carers, a further lump sum equivalent to 3 weeks' pay (pro rata for part time employees) will be paid to you 3 months after you return to work in either a permanent full time or part time capacity (of at least 15 hours per week), provided employment is continuous for that period.
- 31.2.2 If you are a full time or part time employee (permanent or limited term) and you have completed more than 2 years' continuous service you will be paid:
- 31.2.2.1 secondary carer (partner) parental leave of 1 week; or
 - 31.2.2.2 primary carer parental leave of 6 weeks on full pay or 12 weeks on half pay (pro rata for part time employees); and
- further lump sum equivalent to 6 weeks' pay (pro rata for part time employees) will be paid to you 3 months after you return to work in either a permanent full time or part time capacity (of at least 15 hours per week), provided employment is continuous for that period.
- 31.2.3 All payments of parental leave will be paid at your Ordinary Hourly Rate of pay and consistently with your employment status at the time of commencement of your leave.
- 31.2.4 If an employee is or becomes the primary care giver of a child under the age of 1 year, they will be entitled to paid primary carer parental leave entitlement less employer sponsored paid parental leave provided in relation to the child (for example, leave required at time of birth). This entitlement will be in lieu of any other paid parental leave entitlement.
- 31.2.5 If an employee adopts a child under the age of 5 years as at the date on which the employee first takes custody (or proposes to take custody) of the child, provided the child has not previously lived with the employee, they will be entitled to paid primary carer parental leave entitlement.

- 31.2.6 You will not accrue annual or personal leave during a period of unpaid parental leave.
 - 31.2.7 You may take any other forms of paid leave to which you are entitled, such as annual or long service leave, in substitution for some or all of your unpaid parental leave entitlement. You may take any such leave at half pay and leave will accrue on a pro-rata basis.
 - 31.2.8 You will be entitled to the same position, and the same salary that you occupied immediately prior to going on leave. However, if such a position no longer exists, you will be offered any other available position that is as nearly as possible comparable in status and salary to that of your former position.
- 31.3 Extending your period of parental leave
- 31.3.1 You may request ConnectEast to:
 - 31.3.1.1 extend the period of your unpaid parental leave by a further continuous period of leave not exceeding 52 weeks; and/or
 - 31.3.1.2 allow you to return from a period of parental leave on a part time basis until the child reaches school age.
- 31.4 ConnectEast will consider any such requests having regard to:
- 31.4.1 your personal circumstances including the nature of your responsibilities as a parent or carer; and
 - 31.4.2 the nature of your role; and
 - 31.4.3 the nature of the arrangements required to accommodate those responsibilities; and
 - 31.4.4 the effect on the workplace and ConnectEast in accommodating those responsibilities including the financial impact, the number of persons who would benefit or be disadvantaged, the impact on efficiency, productivity and customer service; and
 - 31.4.5 the consequences for ConnectEast of making such accommodation; and
 - 31.4.6 the consequences to you of not making such accommodation.

32 Cultural Leave

- 32.1 ConnectEast values the cultural diversity of its workforce and that some employees may celebrate cultural or recognised religious days of observance.
- 32.2 If you are a full time employee (permanent or limited term) and an active participant (not just an observer) in a cultural or religious activity as recognised by the State Government of Victoria, Federal Government of Australia or subsidiary of either during your normal hours of work, you will be eligible for up to 7.5 hours paid leave per annum.
- 32.3 If you are a part time employee (permanent or limited term) and an active participant (not just an observer) in a cultural or religious activity as recognised by the State Government of Victoria, Federal Government of Australia or subsidiary of either during your normal hours of work, you will be eligible for a pro rated equivalent period of paid leave.
- 32.4 ConnectEast will consider each request for cultural leave on its merit and in conjunction with any supporting information provided.
- 32.5 For reference only, the Federal Government Department of Social Services publish a guide of nationally and internationally recognised cultural and religious days of significance.
- 32.6 You must advise ConnectEast in writing as soon as possible of your need to take cultural leave.
- 32.7 ConnectEast may, at its discretion, require evidence of your actual participation to be provided.
- 32.8 ConnectEast will only pay you for cultural leave that has been authorised by a Line Manager before you have taken it.
- 32.9 ConnectEast may, at its discretion, require you to provide evidence of your requirement to attend, attendance and/or participation in cultural and recognised religious days of observance if you are absent from work in any circumstances.
- 32.10 All payments of cultural leave will be paid at your Ordinary Hourly Rate of pay.
- 32.11 Cultural leave is non-accumulative.
- 32.12 Unused cultural leave will not be paid out when you leave your employment.
- 32.13 Should ConnectEast decline an employee's application for cultural leave, an employee may request this leave type to be taken as annual leave or leave without pay. Priority consideration will be given to this leave request, subject to leave availability and in line with the operating needs of the business.

33 Community Day Leave

- 33.1 ConnectEast is committed to taking action that makes a positive difference to local communities. Through our community involvement activities, ConnectEast aims to enhance our corporate reputation and increase employee engagement within the community.
- 33.2 If you are a full time employee (permanent or limited term) you will be eligible for up to 7.5 hours paid leave per annum to participate in a designated community activity approved by ConnectEast.
- 33.3 If you are a permanent part time employee you will be eligible for a pro rated equivalent period of paid leave to participate in a designated community activity approved by ConnectEast.
- 33.4 You may nominate for ConnectEast's consideration a charity or community group for inclusion as a designated community activity.
- 33.5 If you wish to participate as a volunteer in an activity approved by ConnectEast, you must give your written request to your Line Manager who will consider your request.
- 33.6 All such requests to participate as a volunteer should be at times that do not:
 - 33.6.1 conflict with peak work schedules or your work related responsibilities;
 - 33.6.2 create a need for overtime; or
 - 33.6.3 cause conflicts with other employees' rosters.
- 33.7 ConnectEast will only pay you for leave that has been authorised by a Line Manager before you have taken it.
- 33.8 ConnectEast may, at its discretion, require you to provide evidence of your attendance and participation in a designated community activity.
- 33.9 All payments of community day leave will be paid at your Ordinary Hourly Rate of pay.
- 33.10 Community day leave is non-accumulative.
- 33.11 Unused community day leave will not be paid out when you leave your employment.

34 Emergency Services Leave

- 34.1 ConnectEast is supportive of local communities and acknowledges that some employees may serve as registered volunteers with an Emergency Services Organisation within their local community.
- 34.2 If you are a full or part time employee (permanent or limited term) and a registered volunteer member of an Emergency Services Organisation you may be eligible for reasonable unpaid leave to perform emergency services duties as a volunteer.
- 34.3 If you are required for voluntary emergency services duty during normal work time, you and ConnectEast can agree at any time, to a change in your roster. This can be done at the request of either yourself or your Line Manager.
- 34.4 ConnectEast may, at its discretion, require you to provide evidence of your attendance and participation in emergency services duty as a volunteer.

35 Jury Service

- 35.1 If you are a full or part time employee (permanent or limited term) required to attend jury service, you will be reimbursed by ConnectEast an amount equal to the difference between the amount paid in respect of the jury service and the Ordinary Hourly Rate of pay you would have received in respect of the Ordinary Hours you would have worked.
- 35.2 You must notify ConnectEast as soon as possible of the date(s) on which you are required to attend for jury service to ensure changes to rostering arrangements, if any, can be made in advance.
- 35.3 Following your attendance at jury service you will be required to present to ConnectEast proof of attendance, the duration of such attendance and the amount received.
- 35.4 Casual employees are entitled to unpaid Jury Service leave.

36 Blood Donor Leave

- 36.1 If you are a full time or part time employee (permanent or limited term) you will be eligible for leave for the purpose of donating blood and plasma.
- 36.2 ConnectEast expects employees who donate blood to make every reasonable attempt to donate during non-working hours. However, where this is not possible, you will be eligible for up to 7.5 hours paid leave per annum for the purpose of donating blood (pro-rata for part time employees).

- 36.3 You may be eligible to take blood donor leave a maximum of 4 times in every 12 months of employment, at times agreed between ConnectEast and you.
- 36.4 ConnectEast may, at its discretion, require you to produce proof of your attendance to donate blood.
- 36.5 ConnectEast will only pay you for leave that has been authorised by a Line Manager before you have taken it.
- 36.6 All payments of blood donor leave will be paid at your Ordinary Hourly Rate of pay.
- 36.7 Blood donor leave is non-accumulative.
- 36.8 Unused blood donor leave will not be paid out when you leave your employment.

37 Vaccination Leave

- 37.1 If you are a full time or part time employee (permanent or limited term) you will be eligible for leave for the purpose of vaccination for the COVID-19 virus.
- 37.2 ConnectEast expects employees to make every reasonable attempt to book their vaccination during non-working hours. However, where this is not possible, you will be eligible for up to 3.75 hours paid leave per occasion for the purpose of vaccination for COVID-19 (pro-rata for part time employees).
- 37.3 You may take up to 7.5 hours of this leave each calendar year, at times agreed between ConnectEast and you.
- 37.4 ConnectEast may, at its discretion, require you to produce proof of your attendance for the purpose of COVID-19 vaccination.
- 37.5 ConnectEast will only pay you for leave that has been authorised by a Line Manager before you have taken it.
- 37.6 All payments of vaccination leave will be paid at your Ordinary Hourly Rate of pay.
- 37.7 Vaccination leave is non-accumulative.
- 37.8 Unused vaccination leave will not be paid out when you leave your employment.

38 Defence Force Leave

- 38.1 If you are a full or part time employee (permanent or limited term) and a member of a volunteer defence force reserve, ConnectEast may, subject to operational requirements, release you to participate in training activities for a period of up to 75 hours per annum.
- 38.2 You must notify ConnectEast as soon as possible of the date(s) on which you require leave to ensure changes to rostering arrangements, if any, can be made in advance.
- 38.3 During such absences ConnectEast will reimburse you an amount equal to the difference between the amount paid in respect of the defence force service and the Ordinary Hourly Rate of pay you would have received in respect of the hours you would have worked.
- 38.4 Following your defence force service you will be required to present to ConnectEast proof of attendance, the duration of such attendance and the amount received.
- 38.5 Defence force leave is non-accumulative.
- 38.6 Unused defence force leave will not be paid out when you leave your employment.

39 Educational Assistance

- 39.1 ConnectEast is committed to supporting you in your career and professional development. In addition, ConnectEast will provide you with all the training and skills enhancement required in order to enable you to perform your role.
- 39.2 If you are a full time or part time employee (permanent or limited term) educational assistance may be available to you through the:
 - 39.2.1 granting of study leave of up to 7.5 hours per annum for study, examination or graduation ceremony purposes; and
 - 39.2.2 reimbursement of up to 50% of course fees and non-fee related costs (see sub-clause 39.10).
- 39.3 To qualify for educational assistance, you must:
 - 39.3.1 submit a written application to Human Resources who will, in consultation with your Department Manager, have discretion to approve courses of study for the purposes of allowing access to educational assistance;
 - 39.3.2 be undertaking an approved course of study; and
 - 39.3.3 have a current performance rating of “meets expectations” (or equivalent) or better.

- 39.4 Courses which may qualify as an approved course of study are those which may be undertaken at, or through:
 - 39.4.1 accredited colleges, universities or other tertiary institutions;
 - 39.4.2 adult education programs; and
 - 39.4.3 industry or employer associations.
- 39.5 The decision to endorse your application for approval of a particular course will include consideration of:
 - 39.5.1 your current qualifications and work experience;
 - 39.5.2 the relevance of the course to your current duties or career development;
 - 39.5.3 the outcome of the your bi-annual performance reviews; and
 - 39.5.4 the potential benefit to ConnectEast of the study being undertaken.
- 39.6 To remain eligible for ongoing educational assistance you must achieve a pass grade or higher in all subjects studied. For non-graded courses (for example, those graded only satisfactory/unsatisfactory), you must achieve a satisfactory assessment. Acceptable evidence of course results must be submitted at the end of each semester.
- 39.7 ConnectEast will only pay you for study leave that has been authorised by a Line Manager before you have taken it.
- 39.8 You must notify ConnectEast as soon as possible of the date(s) on which you require study leave to ensure changes to rostering arrangements, if any, can be made in advance.
- 39.9 Following your attendance at an examination or graduation ceremony you may be required to present to ConnectEast proof of attendance.
- 39.10 If you are undertaking an approved course of study you may apply for reimbursement of up to 50% of course fees and non-fee related course costs such as text books, equipment and other materials essential for completion of the course. The conditions for cost reimbursement are that you must have:
 - 39.10.1 had the course approved previously for educational assistance purposes;
 - 39.10.2 successfully completed the subjects(s) for which reimbursement of costs is sought; and
 - 39.10.3 produced original receipts for non-fee related course costs.

39.11 Study leave is non-accumulative.

39.12 Unused study leave will not be paid out when you leave your employment.

40 Unpaid Leave

40.1 Subject to applicable legislation, any period of absence by you on unpaid leave will not count as service for any purpose under this Agreement or relevant legislation, but will not break continuity of employment.

40.2 Subject to applicable legislation, you will not accrue personal, annual or long service leave during any period of unpaid leave.

41 Accident Pay

41.1 If you are injured and compensation is paid to you under the Victorian accident compensation scheme, ConnectEast may pay you accident pay.

41.2 Accident pay is the difference between your actual compensation payment and your Ordinary Hourly Rate of pay as at the date of injury.

41.3 The maximum period of payment of accident pay is 26 weeks.

41.4 If you have more than one period of incapacity arising from the same injury, the maximum aggregate payment of accident pay for those periods is 26 weeks.

41.5 Accident pay will not apply where a Health Practitioner provides information to ConnectEast of your fitness for work or specifies work for which you have a capacity and such work is made available by ConnectEast but not undertaken by you.

41.6 If you are injured and undertake alternate suitable employment (which may include duties of a higher classification than your own), you will be paid your Ordinary Hourly Rate of pay as at the date of injury.

42 Health Assessment

42.1 Disclosure

42.1.1 ConnectEast is committed to protecting the health, safety and well-being of all its employees. To achieve this aim, ConnectEast strives to ensure that employees are not required or permitted to undertake work for which they are not suited and to take appropriate measures to allow work to be done in a manner which will not put any employee at risk to their health and safety.

42.1.2 You are required to disclose any conditions, illnesses or injuries (regardless of how or when caused) which could result in a deterioration, recurrence or aggravation by you undertaking your duties.

42.2 Injury, Illness or Disability

42.2.1 Where your capacity to perform the role in which you are employed is in doubt or where you require special workplace modifications to accommodate any disability or impairment (whether temporary or permanent), ConnectEast may request you to attend a Health or Medical Practitioner (or Practitioners) nominated by ConnectEast.

42.2.2 In this event, you will attend any examinations scheduled by ConnectEast at mutually agreeable times. You also consent to this practitioner (or practitioners) providing written reports to ConnectEast.

42.2.3 These examinations and reports will be at ConnectEast's expense.

42.3 Visual and Hearing Assessments

42.3.1 ConnectEast may, at any time, require you to undergo a vision assessment by an Optometrist or a hearing assessment by an Audiologist.

42.3.2 These assessments will be at ConnectEast's expense.

42.4 Alcohol and Drug Consumption

42.4.1 ConnectEast has a zero tolerance towards the consumption of alcohol and illicit substances during working hours and to employees presenting for work under the influence of alcohol or illicit substances.

42.4.2 The following are strictly prohibited and may warrant summary dismissal:

42.4.2.1 presenting for work when affected by alcohol or illicit substances;

42.4.2.2 attempting to enter any ConnectEast premises when affected by alcohol or illicit substances;

42.4.2.3 consuming alcohol or illicit substances during working hours on ConnectEast premises;

42.4.2.4 consuming alcohol or illicit substances during scheduled work breaks, whether on or off ConnectEast premises; and

42.4.2.5 possessing, promoting the use of, or selling illicit substances in the workplace.

- 42.4.3 Sub-clauses 42.4.1 and 42.4.2.3 do not apply to the consumption of alcohol at ConnectEast approved business and social functions unless by doing so you impair your ability to perform your duties.
- 42.4.4 If ConnectEast suspects on reasonable grounds that you are under the influence of alcohol at an unauthorised time, it may:
 - 42.4.4.1 if breath testing equipment is not available, immediately direct you to cease working for that day or shift and leave ConnectEast's premises (without pay for any time not worked); or
 - 42.4.4.2 if breath testing equipment is available, require you to undertake a ConnectEast administered breath test; and
 - 42.4.4.3 if this breath test confirms the presence of alcohol, immediately direct you to cease work for that day or shift and leave ConnectEast' premises (without pay for any time not worked).
- 42.4.5 In the event you are issued with a direction pursuant to sub-clause 42.4.4, ConnectEast will investigate the incident and, on conclusion of that investigation, determine whether disciplinary action should be taken.
- 42.4.6 If ConnectEast suspects on reasonable grounds that you are under the influence of any illicit substance, it may suspend you without pay effective immediately.
- 42.4.7 If ConnectEast suspects on reasonable grounds that your ability to perform the inherent requirements of your role is impaired as a result of prescribed medication, it may suspend you without pay effective immediately.
- 42.5 Testing
 - 42.5.1 If you have been suspended in accordance with sub-clause 42.4.6, you may be requested to submit to a drug test conducted by ConnectEast's nominated testing agency or Medical Practitioner at a time and place specified by ConnectEast.
 - 42.5.2 In this event you must co-operate fully with this testing procedure and consent to the provision of the results of the test by the agency or Medical Practitioner to ConnectEast.

43 Dispute Resolution Procedure

- 43.1 In the event of a dispute about a matter under this Agreement, or a dispute in relation to the National Employment Standards, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 43.2 If a dispute about a matter arising under this Agreement or a dispute in relation to the National Employment Standards is unable to be resolved at the workplace, and all steps under this Clause have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 43.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and consent arbitration.
- 43.4 Where the matter in dispute remains unresolved and a process to be utilised has not been agreed in accordance with sub-clause 43.3, the Fair Work Commission may exercise any method of dispute resolution permitted by the FWA that it considers appropriate to ensure the settlement of the dispute.
- 43.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this Clause.
- 43.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the FWA. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by ConnectEast to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

44 Redundancy

- 44.1 This Clause applies only to permanent full time and permanent part time employees, as well as eligible limited term employees.
- 44.2 'Redundancy' is a situation where the work of a position (or the major portion of the work of a position) is not required to be done as a result of re-organisation, changed business practice, technological change or downturn in business.
- 44.3 If you are affected by redundancy, ConnectEast will make all reasonable efforts to redeploy you to a suitable alternative position.

- 44.4 If your position is made redundant and:
- 44.4.1 ConnectEast finds a Directly Comparable Position for you and there is a transfer of your employment for the purposes of section 122 of the FWA; or
 - 44.4.2 you accept a suitable alternative position (i.e. your employment continues),
- the severance pay prescription outlined in sub-clause 45.3 will not apply.
- 44.5 For the new position to be directly comparable to the redundant position, it must be a position in ConnectEast or with an entity that is a successor, assignee, transmittee or service provider to ConnectEast or any part of the business of ConnectEast that:
- 44.5.1 has at least the same salary and overall benefits as the redundant position;
 - 44.5.2 is at the same location or a location within reasonable commuting distance; and
 - 44.5.3 has duties that are reasonable taking into account your training and competence (including your training and competence with the benefit of reasonable additional training offered by ConnectEast (or its nominee) at its expense).
- 44.6 Where positions within ConnectEast become redundant, ConnectEast may retrench the surplus employees who occupy those positions.
- 44.7 Where there are a number of similar positions and employees involved, and not all such positions are redundant, ConnectEast, at its discretion may adopt a voluntary redundancy program. ConnectEast may reject any request for a voluntary redundancy at its discretion.
- 44.8 Where selection is necessary to determine which employees may be retrenched, ConnectEast will consider:
- 44.8.1 your ability to perform the inherent requirements of the position;
 - 44.8.2 your work performance;
 - 44.8.3 the need to retain your specific skills; and
 - 44.8.4 any other factors deemed relevant by ConnectEast.
- 44.9 ConnectEast's selection of employees to be retrenched and any decision giving effect to such selection is final.

45 Retrenchment

- 45.1 'Retrenchment' means the termination of your employment as the result of redundancy.
- 45.2 If your position becomes redundant and you are retrenched, you can access the benefits in sub-clause 45.3 and 45.5 of this Agreement unless you have declined a Directly Comparable Position or you accept another position in ConnectEast or with any successor, assignee, transmittee or service provider to ConnectEast.
- 45.3 Each retrenched employee is eligible to receive a severance payment as outlined in the table below. This payment will be in addition to any notice of termination or payment in lieu of such notice.

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	16 weeks' pay

- 45.4 Any payments under sub-clause 45.3 will be calculated on your Ordinary Hourly Rate of pay for your contracted hours of work.
- 45.5 An employee who is retrenched is eligible for outplacement services. Outplacement services provide up to 6 career counselling sessions to assist the retrenched employee seek future employment.
- 45.6 Outplacement services are provided by a ConnectEast service provider and may be used during the retrenchment notice period and up to 3 months after the employee's termination date.
- 45.7 Outplacement services may not be exchanged for a cash equivalent or an alternative service. Employees may elect not to use this service.
- 45.8 ConnectEast will provide reasonable paid time off, by mutual agreement, for an employee to attend outplacement services or to attend job interviews during working hours. ConnectEast may at its discretion ask for proof of attendance.

46 Termination of Employment

46.1 If you are a permanent employee, your employment may be terminated by ConnectEast or by you by providing the following notice in writing.

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 to 3 years	2 weeks
3 to 5 years	3 weeks
More than 5 years	4 weeks

46.2 Employees who are over 45 years of age and have at least 2 years' continuous service with ConnectEast are entitled to (but not required to give) an additional 1 week's notice of termination.

46.3 If you are a limited term employee, your employment may be terminated by one party by giving notice for the period calculated in accordance with sub-clauses 46.1 and 46.2 if the other party has breached any term of this Agreement or your contract of employment.

46.4 If you are a casual employee, your employment may be terminated by ConnectEast during any shift by giving 1 hour's notice.

46.5 ConnectEast may, in its discretion, elect to make a payment to you in lieu of any period of notice, or the unexpired part of any notice given under this Clause.

46.6 Any payments in lieu of notice will be calculated on the basis of the amount ConnectEast would have been liable to pay the employee based on the employees roster at the time of notice if the employee had worked their Ordinary Hours until the end of the notice period.

46.7 ConnectEast may require you to serve out the notice period without actually rendering any services or attending at ConnectEast's premises.

46.8 The period of notice prescribed in sub-clauses 46.1 and 46.2 will not apply if you are summarily dismissed.

- 46.9 ConnectEast may summarily dismiss you if you:
- 46.9.1 engage in any act or omission constituting serious misconduct in respect of your duties;
 - 46.9.2 breach confidentiality and non-disclosure provisions of the Agreement;
 - 46.9.3 are convicted of a criminal offence and unable to perform the inherent requirements of the position in which you are employed;
 - 46.9.4 are at work under the influence of illegal substances or with a blood alcohol content exceeding zero (subject to sub-clause 42.4.3);
 - 46.9.5 refuse or neglect to comply with any lawful and reasonable direction given to you by ConnectEast;
 - 46.9.6 engage in computer “hacking” of ConnectEast’s computer equipment, networks or software systems; or
 - 46.9.7 you access, view or update customer, employee or company information in a way which is not essential for the execution of your duties.
- 46.10 If you do not give ConnectEast the required notice of termination and are over 18 years old at the time of termination of your employment, ConnectEast can deduct from any money it owes you on termination an amount equivalent to one week’s wages based on your Ordinary Hours and Ordinary Rate of Pay. For the avoidance of doubt, you are also not entitled to payment for any part of the period of notice you do not work.
- 46.11 Unless you have otherwise agreed with ConnectEast, any money you owe it when you leave will be deemed payable on the date you leave, irrespective of the original due date, and you authorise ConnectEast to deduct this money from any money it owes you. This includes leave in advance and monies advanced to you in relation to your employment including any annualised salary and/or packaging arrangements.
- 46.12 On your last working day, you must return all ConnectEast property in your possession, custody or control. This includes your access identification, keys, manuals and any other ConnectEast owned property and all ConnectEast files.

47 Abandonment of Employment

- 47.1 If you are a permanent or limited term employee and are absent without authorisation for more than 3 rostered shifts, ConnectEast may treat you as having resigned from your employment effective on the first day of your absence.
- 47.2 Sub-clause 47.1 will not apply if during your period of absence you contact ConnectEast and provide a reasonable explanation for your absence and give a clear indication of when you will be returning to work.

48 Confidentiality, Privacy & Intellectual Property

- 48.1 ConnectEast must maintain the total confidence, trust, cooperation and active support of its employees, customers and the general public. In order to maintain such confidence it is imperative that you act lawfully at all times.
- 48.2 You acknowledge that you must not disclose information which you have or obtain access to in the course of your employment unlawfully or to any unauthorised third party without ConnectEast's prior consent.
- 48.3 You agree that you will not do anything which causes ConnectEast to violate its obligations under Privacy Laws or which in any way violates a customer's privacy.
- 48.4 You must on request enter into a deed with ConnectEast with a view to protecting ConnectEast's confidential information and intellectual property. This deed may include a moral rights waiver.

49 Agreement Flexibility

- 49.1 Individual Flexibility Arrangements
 - 49.1.1 Despite other provisions of this Agreement, ConnectEast and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of ConnectEast and the individual employee. The terms ConnectEast and the individual employee may agree to vary the application of are those concerning arrangements for when work is performed.
 - 49.1.2 Any agreement made under this Clause must have been genuinely agreed to by ConnectEast and the individual employee.
 - 49.1.3 The agreement between ConnectEast and the individual employee must be confined to a variation in the application of one or more of the terms listed in this Clause.

- 49.1.4 ConnectEast must ensure that the agreement between ConnectEast and the individual employee:
 - 49.1.4.1 results in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to;
 - 49.1.4.2 is in writing, name the parties to the agreement and be signed by ConnectEast and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
 - 49.1.4.3 states each term of this Agreement that ConnectEast and the individual employee have agreed to vary;
 - 49.1.4.4 details how the application of each term has been varied by agreement between ConnectEast and the individual employee;
 - 49.1.4.5 details how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
 - 49.1.4.6 states the date the agreement commences to operate;
 - 49.1.4.7 is about matters that would be permitted matters under section 172 of the FWA;
 - 49.1.4.8 does not contain any unlawful terms under section 194 of the FWA.
- 49.1.5 ConnectEast must give the individual employee a copy of the agreement within 14 days of the date on which it is agreed and keep the agreement as a time and wages record.
- 49.1.6 Except as provided in sub-clause 49.1.4.2 the agreement must not require the approval or consent of a person other than ConnectEast and the individual employee.
- 49.1.7 ConnectEast must provide a written proposal to the employee when seeking to enter into an agreement. Where the employee's understanding of written English is limited ConnectEast must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

- 49.1.8 The agreement may be terminated:
- 49.1.8.1 by ConnectEast or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 49.1.8.2 at any time, by written agreement between ConnectEast and the individual employee.
- 49.1.9 The right to make an agreement under this Clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between ConnectEast and an individual employee contained in any other term of this Agreement.

49.2 Requests for flexible working arrangements

49.2.1 Employee may request change in working arrangements

This Clause applies where an employee has made a request for a change in working arrangements under section 65 of the FWA.

49.2.2 Responding to the request

Before responding to a request made under section 65, ConnectEast must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- 49.2.2.1 the needs of the employee arising from their circumstances;
- 49.2.2.2 the consequences for the employee if changes in working arrangements are not made; and
- 49.2.2.3 any reasonable business grounds for refusing the request.

49.2.3 What the written response must include if ConnectEast refuses the request

- 49.2.3.1 Clause 49.2.3 applies if ConnectEast refuses the request and has not reached an agreement with the employee under Clause 49.2.2.
- 49.2.3.2 The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

49.2.3.3 If ConnectEast and employee could not agree on a change in working arrangements under Clause 49.2.2, then the written response under section 65(4) must:

- a) state whether or not there are any changes in working arrangements that ConnectEast can offer the employee so as to better accommodate the employee's circumstances; and
- b) if ConnectEast can offer the employee such changes in working arrangements, set out those changes in working arrangements.

49.2.4 What the written response must include if a different change in working arrangements is agreed

If ConnectEast and the employee reached an agreement under Clause 49.2.2 on a change in working arrangements that differs from that initially requested by the employee, then ConnectEast must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

49.2.5 Dispute resolution

Disputes about whether ConnectEast has discussed the request with the employee and responded to the request in the way required by Clauses 49.2.2-49.2.4, can be dealt with under Clause 43 – Dispute Resolution Procedure.

50 Consultation regarding major workplace change

50.1 Employer to notify

- 50.1.1 Prior to ConnectEast making a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, ConnectEast must notify the employee or employees who may be affected by the proposed changes and their representatives, if appointed.
- 50.1.2 Significant effects include termination of employment, major changes in composition, operation or size of ConnectEast's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.
- 50.1.3 Where this Agreement makes provision for alteration of any of these matters named above, an alteration is deemed not to have significant effect.

50.2 Employer to discuss change

50.2.1 ConnectEast must discuss with the employee or employees affected and their representative, if any, the introduction of the changes referred to in sub-clause 50.1.1, effects the changes are likely to have on the employee or employees and measures to avert or mitigate the adverse effects of such changes on the employee or employees and must give prompt consideration to matters raised by the employee or employees and/or their representatives in relation to the changes.

50.2.2 For the purposes of such discussion, ConnectEast must provide in writing to the employee or employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee or employees and any other matters likely to affect the employee or employees provided that ConnectEast is not required to disclose confidential information the disclosure of which would be contrary to ConnectEast's interests.

50.3 Consultation about changes to rosters or Ordinary Hours

50.3.1 Where ConnectEast proposes to change an employee's regular roster or Ordinary Hours, ConnectEast must consult with the employee or employees affected and their representatives, if any, about the proposed change.

50.3.2 ConnectEast must:

- a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

- 50.3.3 The requirement to consult under this Clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 50.3.4 This Clause 50.3 is to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

51 ASU Delegates Rights

51.1 Union training leave

- 51.1.1 Elected union delegates as advised to ConnectEast, shall have access to up to 5 days paid leave each year, in addition to other types of leave in this agreement, to attend training and development courses provided by the ASU.
- 51.1.2 Until the union training leave days have been used by the delegate, the delegate shall not be required to use other leave types to attend union training.
- 51.1.3 The ASU will provide ConnectEast with not less than fourteen (14) days notice of the days that training will be provided and the names of those delegates requested to attend.
- 51.1.4 ConnectEast will not unreasonably refuse these requests.
- 51.1.5 Where ConnectEast is unable to release a requested delegate for training, the refusal shall be provided in writing and include specific reasons for the refusal.
- 51.1.6 The ASU may request additional training days in any given year and ConnectEast may choose to grant these.
- 51.1.7 If a delegate has used all of the available union training leave days in any 12 month period and ConnectEast does not grant additional days, the delegate may choose to take annual leave days or unpaid leave to attend training.

51.2 Union duties

- 51.2.1 The union delegate, in consultation with management and in accordance with operational requirements, will be entitled to reasonable paid time to conduct union business with employees, including:
 - 51.2.1.1 to respond to employee queries relating to this Agreement;
 - 51.2.1.2 where requested by an employee, to explain this Agreement;

- 51.2.1.3 place union notices on designated notice board and update the notice board as required;
 - 51.2.1.4 to represent members on consultative committees; and
 - 51.2.1.5 to attend hearings of the Fair Work Commission or other court tribunal directly related to union member employees of ConnectEast.
- 51.2.2 In accordance with Clause 50 of this Agreement, and subject to any individual privacy obligations, ConnectEast shall genuinely consult with the union delegate prior to decisions being taken which would result in significant change or adverse impact on employees, and deal with issues raised by the delegate promptly. The delegate may request an official of the union to assist them in this process.
- 51.3 Right to represent members
- 51.3.1 The delegate has the right to attend any meeting where an employee has asked for representation from the union.
 - 51.3.2 Attendance at these meetings shall be considered a duty under this Clause and will be paid time.
 - 51.3.3 During the course of the meeting, the delegate shall act as a representative where requested by the employee. Upon authorisation by the employee, the delegate is allowed to speak, ask questions or adjourn or postpone meetings.
 - 51.3.4 This Clause does not override or exclude employee's right to ask for other types of representation, including but not limited to the union organiser, or to refuse representation.
 - 51.3.5 The delegate shall also have the right to raise issues on behalf of employees who request that they do so.
 - 51.3.6 If an issue is raised on behalf of an employee who has requested it, the matter shall be dealt with, as far as practicable, as though the employee had raised it themselves.
- 51.4 Delegate access to resources
- 51.4.1 Union delegates will be granted reasonable access to workplace resources for the purpose of communicating with members and promoting union activities that are directly related to ConnectEast employees.
 - 51.4.2 This will include, but not be limited to, the use of computers, email services, telephone, photocopier and notice board that would otherwise constitute resources available to the delegate in the conduct of their work duties.

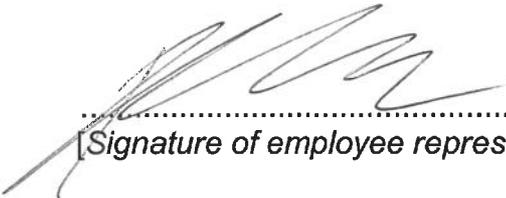
52 No Extra Claims

The parties to this Agreement will not pursue any extra claims, award or over-award entitlement for the duration of this Agreement.

EXECUTED as an Agreement

DATED this 7th day of September 2021

I, Benjamin Gellie, Customer Service Operator have been authorised by the employees covered by this Agreement in my capacity as Employee Bargaining Representative to sign this Agreement on their behalf.



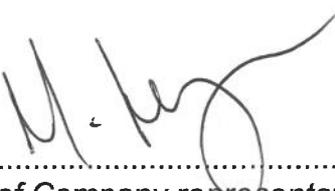
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[Signature of employee representative]

Benjamin Gellie – Customer Service Operator

c/o – EastLink - 2 Hillcrest Avenue, Ringwood, Victoria 3134

DATED this 7th day of September 2021

I, Murray Keen, confirm that I have been authorised by ConnectEast to sign this Agreement in my capacity as Human Resources Manager and Employer Bargaining Representative on its behalf.



.....
[Signature of Company representative]

Murray Keen – Human Resources Manager

c/o – EastLink - 2 Hillcrest Avenue, Ringwood, Victoria 3134

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2021/6907

Applicant:
ConnectEast Pty Ltd T/A EastLink

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Murray Keen, Human Resources Manager have the authority given to me by ConnectEast Pty Ltd T/A EastLink to give the following undertakings with respect to the ConnectEast Customer Operations Employees Collective Agreement 2021 ("the Agreement"):

1. That a new clause 26.10 is inserted into the Agreement as follows:

26.10 Additional paid annual leave for certain shiftworkers

This clause applies to an employee who is a shiftworker regularly rostered to work on Sundays and public holidays in a business in which shifts are continuously rostered 24 hours a day for 7 days a week.

The employee is a Shiftworker for the purposes of the NES (entitlement to an additional week of paid annual leave).

2. That clause 23.5 is replaced by the following:

23.5 On termination of employment ConnectEast will pay any accrued but untaken time off in lieu at the overtime rate applicable to when the accrued time off in lieu was worked.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

07.09.2021

Date