



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

ZNX Pty Ltd T/A Zinfra
(AG2022/2253)

ZINFRA GAS ENTERPRISE AGREEMENT NSW 2021

Oil and gas industry

COMMISSIONER CIRKOVIC

MELBOURNE, 14 JULY 2022

Application for approval of the Zinfra Gas Enterprise Agreement NSW 2021

[1] An application has been made for approval of an enterprise agreement known as the *Zinfra Gas Enterprise Agreement NSW 2021* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by ZNX Pty Ltd T/A Zinfra. The Agreement is a single enterprise agreement.

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

[3] I observe that certain provisions of the Agreement are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 6.4 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.

[4] The Australian Workers' 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] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 21 July 2022. The nominal expiry date of the Agreement is 30 November 2024.



COMMISSIONER

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Zinfra

**Zinfra Gas
Enterprise Agreement
NSW 2021**

ARRANGEMENT OF AGREEMENT

| | | |
|----------|--|-----------|
| 1 | PRELIMINARY | 4 |
| 1.1 | Intent..... | 4 |
| 1.2 | Title..... | 4 |
| 1.3 | Parties Covered by the Agreement..... | 4 |
| 1.4 | Definitions | 5 |
| 1.5 | Duration and Incidence..... | 7 |
| 1.6 | Application | 7 |
| 1.7 | Relationship to Other Instruments..... | 7 |
| 1.8 | Performance Reviews | 7 |
| 1.9 | Skill Development..... | 7 |
| 1.10 | Job Training and Development | 8 |
| 1.11 | Commitments..... | 8 |
| 1.12 | Consultation | 9 |
| 1.13 | Introduction of Change | 10 |
| 1.14 | Consultative Committee..... | 11 |
| 1.15 | No Extra Claims | 11 |
| 1.16 | Availability of Agreement | 11 |
| 1.17 | Dispute Settlement Procedure | 11 |
| 2 | TERMS AND CONDITIONS OF EMPLOYMENT | 13 |
| 2.1 | Employment Flexibility | 13 |
| 2.2 | Employment Categories | 13 |
| 2.3 | Part Time Employees | 13 |
| 2.4 | Casual Employees | 13 |
| 2.5 | Higher Duties | 14 |
| 2.6 | Secondments | 14 |
| 2.7 | Individual Flexibility Arrangements..... | 14 |
| 2.8 | Termination of Employment..... | 15 |
| 2.9 | Redeployment and Redundancy..... | 15 |
| 3 | WAGES, ALLOWANCES & BENEFITS | 17 |
| 3.1 | Wage Increases | 17 |
| 3.2 | Salary Maintenance Employees (Red Circled)..... | 17 |
| 3.3 | Payment of Wages..... | 17 |
| 3.4 | Salary Sacrifice | 17 |
| 3.5 | Operational Expenses | 17 |
| 3.6 | Tools..... | 17 |
| 3.7 | Meal and I&C Meter Allowances | 18 |
| 3.8 | First Aid Allowance..... | 18 |
| 3.9 | Standby / Call Out | 18 |
| 3.10 | Gas Transmission Allowance..... | 19 |
| 3.11 | Travelling | 19 |
| 3.12 | Licence Fees Reimbursement | 19 |
| 3.13 | Superannuation..... | 19 |
| 4 | HOURS OF WORK & WORKPLACE FLEXIBILITY | 20 |
| 4.1 | Hours of Work | 20 |
| 4.2 | Shift Work | 20 |
| 4.3 | Flexible Working Arrangements..... | 20 |
| 4.4 | Breaks Between Rostered Attendances..... | 21 |
| 4.5 | Meal Break..... | 22 |
| 4.6 | Overtime | 22 |
| 5 | LEAVE..... | 23 |
| 5.1 | Management of Leave..... | 23 |
| 5.2 | Rostered Days Off (RDO)..... | 23 |
| 5.4 | Personal Leave | 24 |
| 5.7 | Jury Service | 26 |
| 5.8 | Community Service Leave..... | 26 |
| 5.9 | Annual Leave | 26 |
| 5.10 | Cashing out of annual leave | 27 |
| 5.11 | Public Holidays..... | 27 |

| | | |
|----------|---|-----------|
| 5.12 | Blood Donor Leave..... | 27 |
| 6 | MISCELLANEOUS | 28 |
| 6.1 | Workers Compensation | 28 |
| 6.2 | Employee Representative / Delegate..... | 28 |
| 6.3 | Relocation | 28 |
| 6.4 | National Employment Standards (NES) Precedence..... | 29 |
| 7 | WORKPLACE HEALTH & SAFETY | 30 |
| 7.1 | Safety, Environment and Quality..... | 30 |
| 7.2 | Clothing and Personal Protective Equipment (PPE)..... | 30 |
| 7.3 | Safety Footwear | 30 |
| 8 | SIGNATORIES | 31 |
| | APPENDIX A – CLASSIFICATIONS AND WAGES | 33 |
| A.1 | Administration Stream | 33 |
| A.2 | Warehouse, Measurement and Field Stream | 33 |
| A.3 | Technical and Project Stream..... | 36 |
| A.4 | Gas Transmission - Pipeline Operator and Pipeline Operator Technician Stream..... | 37 |
| A.4 | Gas Distribution - Gas Service Technician and Pipeline Technician Stream | 40 |
| A.5 | Repair and Maintenance and Construction Stream | 43 |
| A.6 | Classification Structure Guidelines..... | 44 |
| A.7 | Movement within the Classification Structure | 44 |
| | APPENDIX B - LIVING AWAY FROM HOME | 45 |
| B.1 | Living Away from Home Options..... | 45 |
| B.2 | Accommodation by the Employer | 45 |
| B.3 | Period Away from Home..... | 45 |
| B.4 | Vehicles While Away | 45 |
| | APPENDIX C - APPRENTICES | 46 |
| C.1 | Apprentices | 46 |
| C.2 | Adult Apprentices | 47 |
| | APPENDIX D - GRANDFATHERED ENTITLEMENTS..... | 48 |
| D.1 | Personal Leave | 48 |
| D.2 | Long Service Leave..... | 48 |
| D.3 | Call Out / Standby | 48 |
| D.4. | RDO Buyout..... | 49 |
| D.5 | Defined Benefit Superannuation | 49 |

1 PRELIMINARY

1.1 Intent

- 1.1.1 This Agreement is between Zinfra (ZNX Pty Ltd) and its Employees engaged in New South Wales to perform work on the Jemena Gas Network
- 1.1.2 The Agreement is aimed at enabling the Employer to become a viable and competitive provider of services in the gas industry.
- 1.1.3 The Agreement recognises the need for the Employer to develop a work environment that is safe, competitive, efficient, productive and adaptable to change, thus enabling the Employer to satisfy customer requirements, deliver projects on time and within budget while providing job satisfaction and security for Employees.
- 1.1.4 It is the intent of the Employer, the Employees and their nominated representatives to commence discussion regarding the replacement of this Agreement at least six (6) months prior to the nominal expiry date of this Agreement.

1.2 Title

- 1.2.1 This Agreement will be known as the Zinfra Gas Enterprise Agreement NSW 2021.

1.3 Parties Covered by the Agreement

- 1.3.1 Subject to section 53 and 183 of the FW Act, the Agreement covers:
 - (a) the Employer;
 - (b) Employees engaged in the classification structure in Appendix A (Classifications and Wages); and
 - (c) the Union.

1.4 Definitions

- 1.4.1 **Agreement** - means the Zinfra Gas Enterprise Agreement NSW 2021.
- 1.4.2 **Award** - means the Gas Industry Award 2020.
- 1.4.3 **Base Rate** - means the ordinary rate of pay associated with an Employee's relevant classification level.
- 1.4.4 **Call Out** - means being required to attend to work duties outside of the normal work hours.
- 1.4.5 **Casual Employee** - means an offer of employment made by the Employer to the person is on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person.
- 1.4.6 **Consultation / consult** - means the timely opportunity for the exchange of relevant information and ideas in such a manner that the parties have the actual and genuine opportunity to influence the outcome before any final decision is made.
- 1.4.7 **Employee** - means New South Wales employees of Zinfra engaged in the classification structure at Appendix A (Classifications and Wages)
- 1.4.8 **Employee Representative(s)** - means a person selected by the Employees to assist them in their discussion with the Employer or represent their interests. The Employee Representatives may include a Union delegate.
- 1.4.9 **Employer** - means Zinfra (ZNX Pty Ltd) ABN 073 613 733
- 1.4.10 **Day Worker** - means an Employee engaged to work within the spread of ordinary hours.
- 1.4.11 **Depot / Office** - means a designated place of work for Zinfra Employees.
- 1.4.12 **Early Start** – means an Employee required to attend work two and a half (2.5) hours or less before the Employee's normal start time (including calls resolved from home) when the Employee is paid a standby allowance.
- 1.4.13 **FW Act or the Act** - means the *Fair Work Act 2009 (Cth)*
- 1.4.14 **Fixed Term** - means an Employee engaged for a fixed period of time.
- 1.4.15 **Full Time** - means an Employee engaged on an average of 38 hours per week.
- 1.4.16 **FWC** - means the Fair Work Commission.
- 1.4.17 **Jury Service Pay** - means an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.
- 1.4.18 **Jury Service Summons** - means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.
- 1.4.19 **Make Up Pay** - means a payment of the difference between the amount of compensation paid to the Employee pursuant to the relevant legislation and the Employee's wage for the Employee's Ordinary Hours of work being paid to such Employee at the date of injury.
- 1.4.20 **Normal Pay** - means the fixed component of the total wage the Employee receives each week, including any recurring allowances.
- 1.4.21 **NES** – means the National Employment Standards.
- 1.4.22 **Ordinary Hours** - means an average of 38 per week but not exceeding 152 hours in 28 days for Day Worker. Ordinary Hours for shift workers are to be, at the discretion of the Employer, an average 38 hours per week inclusive of meal breaks, over the relevant Work Cycle.
- 1.4.23 **Ordinary Rate** - means the wage amount specified at the relevant classification level in Appendix A (Classification and Wages) divided by 38.
- 1.4.24 **Part Time** - means an Employee engaged to work an average less than thirty-eight (38) hours.
- 1.4.25 **Recalled to Work** - means an Employee who has not been paid a Standby allowance and who performs Call Out duties including calls resolved from home.
- 1.4.26 **Red Circle** - means an Employee who has had their wage 'frozen' as their wage is above their relevant position in the classification structure.
- 1.4.27 **Relevant Trade** - means a trade the Employer requires and deems relevant to the position.
- 1.4.28 **Renewable (Green/Blue Gas) Energy** – means gas products that includes, but is not limited to, biogas, biomethane, green/blue hydrogen and synthetic natural gas (SNG).

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- 1.4.29 **Secondment** - means the Employee will operate in another role for a fixed period due to business requirements.
 - 1.4.30 **Specified Task** - means an Employee engaged under a contract to complete a specific job/task and their employment is terminated at the end of that task.
 - 1.4.31 **Standby** - means being on the 'on call' roster to be readily available for duty in emergency situations.
 - 1.4.32 **Union** - means the Australian Workers' Union (AWU).
 - 1.4.33 **Weeks' Pay** - means the wage amount specified at the relevant classification level in Appendix A (Classification and Wages)
 - 1.4.34 **Work Cycle** - means the roster or pattern of work implemented in a particular work location or department.

1.5 Duration and Incidence

- 1.5.1 This Agreement will commence operation seven (7) days after the date on which it is approved by the FWC (commencement date). The nominal expiry date of this Agreement is 30 November 2024.
- 1.5.2 This Agreement will continue in force after its nominal expiry date in accordance with the Act.

1.6 Application

- 1.6.1 This Agreement will apply to all current and future Employees engaged to work in New South Wales (NSW) who are employed by the Employer in accordance with the classification structure in Appendix A (Classifications and Wages) and are engaged to perform repair, maintenance, construction, urgent construction or administrative duties on the Jemena Gas Network, excluding Eastern Gas Pipeline personnel.
- 1.6.2 This Agreement will replace, supersede and operate to the exclusion of the Jemena Gas and Water Enterprise Agreement 2018, ZNX Pty Ltd (Old Guilford) Enterprise Agreement 2019, AusNet Services (Gas) Agreement 2017.

1.7 Relationship to Other Instruments

- 1.7.1 This Agreement is intended to be a complete recording of Employee's conditions of employment incorporating the terms of the Gas Industry Award 2020.

1.8 Performance Reviews

- 1.8.1 The parties agree that the Employees are entitled to a clear statement of their job role and performance expectations.
- 1.8.2 Performance will be reviewed for the purpose of identifying means by which the Employees and their Team Leader can improve performance including training and expanding job roles.
- 1.8.3 New Employees prior to commencement with Zinfra will be assessed by the Employer to determine their classification level in accordance with Appendix A (Classifications and Wages).

1.9 Skill Development

- 1.9.1 The Employer and the Employees acknowledge the changing pace of technology in the gas industry and the need for Employees to understand those changes and have the necessary skill requirements to keep Zinfra at the forefront of the industry.
- 1.9.2 The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Employer, a commitment to training and skill development is required based on operational, business and customer requirements.
- 1.9.3 Taking into account:
- (a) the current and future skill needs of the Employer;
 - (b) the size, structure and nature of the Employer;
 - (c) the need to develop vocational skills relevant to the Employer, Employee and the industry;
 - (d) operational and customer / client requirements; and
 - (e) growth of the business and competition.

1.10 Job Training and Development

- 1.10.1 Where determined by the Employer that an Employee undertakes job related training, that training may be undertaken either on or off the job. Where courses are available during normal working hours, the Employee has first option of attending training at these times.
- 1.10.2 If training is undertaken during normal working hours, the Employee concerned will not suffer any loss of normal pay.
- 1.10.3 Where it is agreed all reasonable costs associated with training including standard fees for prescribed courses, textbooks, travel costs (which exceed those normally incurred in travelling to and from work), meals, accommodation will be paid by the Employer.

1.11 Commitments

- 1.11.1 The Employer and the Employees have a common interest in the gas industry. A stable working environment and harmonious relations are required to ensure a good relationship and is encouraged between the Employer, its Employees and its clients. Progress in the industry requires a culture of confidence between the parties. To this end, the parties agree to resolve any differences regarding the terms and conditions listed in the Agreement using a rational common sense method utilising the process of discussion and application of clause 1.17 (Dispute Settlement Procedure)

1.12 Consultation

1.12.1 This term applies if the employer:

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

Major change

1.12.2 For a major change referred to in paragraph 1.12.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 1.12.3 to 1.12.9 apply.

1.12.3 The relevant employees may appoint a representative for the purposes of the procedures in this term

1.12.4 If

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

1.12.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and

(b) for the purposes of the discussion--provide, in writing, to the relevant employees:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

1.12.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees

1.12.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

1.12.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 1.12.2 (a) and subclauses 1.12.3 and 1.12.5 are taken not to apply.

1.12.9 In this term, a major change is likely to have a significant effect on employees if it results in

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

Change to regular roster or ordinary hours of work

1.12.10 For a change referred to in paragraph 1.12.1 (b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 1.12.11 to 1.12.15 apply.

- 1.12.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 1.12.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 1.12.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion--provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 1.12.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 1.12.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 1.12.16 In this term "relevant employees" means the employees who may be affected by a change referred to in subclause 1.12.1.

1.13 Introduction of Change

- 1.13.1 It is recognised that from time to time the manning levels, skill mix, technology and processes of the business will need to be changed to allow the business to operate more efficiently and competitively.
- 1.13.2 Where the Employer has made a decision to introduce significant changes in production, workplace location, program, organisation structure or technology that will have significant effects on Employees, the Employer shall notify the Employees who may be affected as soon as a decision is made.
- 1.13.3 The Employer shall discuss with Employees affected the effects the changes are likely to have on Employees and measures to minimise their impact on Employees, and shall give prompt consideration to

matters raised by the Employees. The proposed changes will not be implemented until consultation has occurred.

1.14 Consultative Committee

- 1.14.1 The parties recognise the need for a consultative and participative approach into the future. The parties agree to the following consultative process to resolve any issue that may arise.
- 1.14.2 There will be a Consultative Committee comprising of the appropriate number of Employee Representatives (approximately 10), officials from the Union and appropriate Employer management representation from Zinfra, including HR representatives.
- 1.14.3 The Consultative Committee will meet quarterly or on an as needs basis and aims to:
- (a) Enable the Employer and Employees to continuously improve their performance;
 - (b) Ensure that local working conditions are adequate;
 - (c) Develop and foster effective communication, team building and participation within the work location and with other parts of the Employer;
 - (d) Consult regarding changes to policies that impact Employees;
 - (e) Review the implementation of the individual flexibility arrangements;
 - (f) Review the implementation of the classification structure.

1.15 No Extra Claims

- 1.15.1 Subject to this clause it is agreed between the parties that up to the nominal expiry date of this Agreement the parties will not pursue any extra claims relating to wages or conditions covered by this Agreement.
- 1.14.2. This clause does not prevent:
- (a) variation to this Agreement pursuant to the Act to make it compliant with the Code for the Tendering and Performance of Building Work 2016;
 - (b) subject to compliance with the terms and conditions of this Agreement, the implementation of any change which is contemplated or provided for by this Agreement.
- 1.14.3. Should circumstances arise where there is a genuine requirement for the Employer to become compliant with the *Code for the Tendering and Performance of Building Work 2016* or a version of such, the parties commit to the following process:
- (a) the parties will engage an agreed independent third party mediator (the mediator);
 - (b) the mediator will conduct as many meetings as are reasonably necessary involving the parties (the meetings);
 - (c) the meetings will involve the mediator assisting the parties to meaningfully discuss and consider making the necessary amendments/variations for the purposes of code-compliance taking into account any assessment of the agreement against the code conducted by the relevant body;
 - (d) the AWU commits to participating in the meetings, bargaining in good faith.

1.16 Availability of Agreement

- 1.16.1 This Agreement will be available to all existing Employees and new Employees, either in electronic and/or hard copy.

1.17 Dispute Settlement Procedure

- 1.17.1 This clause provides a procedure to settle disputes relating to this Agreement, the NES, an employment matter, or a matter about a workplace right.
- 1.17.2 The Employer, Employees, and their representatives acknowledge that the best way to deal with disputes that may arise is to reach agreement between the Employer, Employees, and their nominated

representatives on a sensible resolution. The processes of mutual cooperation, listening and understanding will result in the best resolution of any disputes.

- 1.17.3 The Employer, Employees, and the Employee representatives will always endeavour to have specific issues resolved between managers and Employees that are directly involved while recognising the assistance that a mediator can provide in helping agreement to be reached.
- 1.17.4 The Employer, Employees, and the Employee representatives recognise that drafting this agreement in clear language and having an open and honest negotiation process that involves all stakeholders will help to minimise disputes. The Employer, Employees, and their nominated representatives support an education program of both Employees and managers regarding the content of this agreement as critical.
- 1.17.5 A nominated workplace representative may include a Union official becoming involved as appropriate.

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| Step 1: | Any dispute will, in the first instance, be discussed between the Employee(s) concerned and the immediate manager involved. The manager must make a genuine attempt to resolve the matter promptly. |
| Step 2: | If the matter cannot be resolved in Step 1, the matter will be referred to the appropriate senior manager who will attempt to resolve the matter promptly. The senior manager shall first consult with the affected Employees and their nominated Employee representative(s) when endeavouring to resolve the matter. Where agreed between the Employee or their representative and the Employer, Steps 1 and 2 can be disregarded in the interest of relevance and from Step 3 onwards pursued. |
| Step 3: | If not resolved in Step 2, the matter shall be immediately referred, for discussion, jointly to a manager with industrial relations responsibility and the Employee, who shall be informed that they are allowed to have a representative of their choice at such discussions. |
| Step 4: | If the matter is still not resolved a party to the dispute may refer the matter to the FWC. The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation. |
| Step 5: | If the matter remains unresolved after Step 4, then the FWC can arbitrate the dispute. |

- 1.17.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement. Subject to applicable workplace health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.
- 1.17.7 Each party to the dispute will, at each stage of the procedure outlined in this clause, will bear its own costs.

2 TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Employment Flexibility

- 2.1.1 It is recognised by the parties that by the nature of the business, there may be the requirement for Zinfra to build the business beyond its traditional work within industry. In such cases the Employees agree to engage in other works, as directed by the Employer, where such work is in keeping with their qualifications, skills, training, and safety requirements.

2.2 Employment Categories

- 2.2.1 Employees covered by this Agreement will be advised in writing of their employment category upon appointment. Employment categories are:
- (a) Full time
 - (b) Fixed term
 - (c) Part time
 - (d) Casual
 - (e) Specified task

2.3 Part Time Employees

- 2.3.1 Part time employment is defined as employment for less than thirty-eight (38) hours per week on a continuing basis where a regular pattern of attendance is required. Hours and days of work are typically regular over an agreed period, provided such hours of work can be varied by mutual agreement between the Employer and the Employee. A regular pattern of attendance does not necessarily mean that the same hours have to be rostered in any given period.
- 2.3.2 A part time employee will be engaged for no less than a minimum of four (4) hours per shift.
- 2.3.3 No Employee will be forced to convert from permanent full time employment to permanent part time employment or vice versa.
- 2.3.4 Employees working on a permanent part time basis will be entitled to the same employment conditions and remuneration as for full time Employees, but calculated on a pro-rata basis.
- 2.3.5 Superannuation benefits/contributions will be applicable on a pro-rata basis.
- 2.3.6 Part time Employees will be paid normal time for any agreed additional hours up to and including thirty-eight (38) hours.
- 2.3.7 Additional hours worked above thirty-eight (38) hours per week will be paid at the overtime specified in this Agreement.
- 2.3.8 Part time Employees who are required to work on a weekend or public holiday will be paid at the overtime multiplier rate as stated in Clause 4.6.1.

2.4 Casual Employees

- 2.4.1 A casual Employee is one engaged and paid on an hourly basis, for a minimum period of four (4) hours per shift.
- 2.4.2 A casual Employee will be paid at the standard rate per hour for the classification in which they are employed, plus an additional twenty-five (25) per cent loading in lieu of all paid leave provisions covered by this Agreement.
- 2.4.3 Casual employment may be terminated at any time during the period of employment with one (1) days' notice.
- 2.4.4 A casual Employee will not be entitled to the redundancy provisions of this Agreement.

2.5 Higher Duties

- 2.5.1 In selecting an Employee for higher duties or secondment, the manager must comply with the Employer's equal opportunity policies.
- 2.5.2 Where the Employer requires additional skills in the business an expression of interest may be sought from Employees within the relevant area, appropriate training and development will be provided. When the Employee is competent to carry out the higher duties required by another classification role the applicable pay level will be paid.
- 2.5.3 The manager of the person who is acting is responsible for keeping a record of the positions and time periods the Employee has acted in higher positions.
- 2.5.4 In all circumstances where higher duties are to be paid, the manager is responsible for advising payroll, in writing, of the higher duty position and pay level and the period of higher duties.
- 2.5.5 An Employee may choose not to accept higher duties.
- 2.5.6 The continuous period of higher duties for any one assignment must not exceed twelve (12) months.
- 2.5.7 An Employee required by the Employer to continuously perform the duties of a position at a higher classification level for one day or more will be paid at the appropriate classification level. An Employee will be eligible to submit an application for payment for the higher duties after the fifth (5th) day of performing such duties

2.6 Secondments

- 2.6.1 Secondment arrangements are not intended to disadvantage an Employee.
- 2.6.2 The Employer will ensure that Secondment arrangements are clearly documented. Any changes made to the Secondment arrangement must be mutually agreed.
- 2.6.3 At the end of the Secondment the Employee will return to the Employee's original position held immediately prior to undertaking those duties.

2.7 Individual Flexibility Arrangements

- 2.7.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - (a) the Agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in [paragraph 2.7.1 \(a\)](#); and
 - (c) the arrangement is genuinely agreed to by the Employer and Employee.
- 2.7.2 The Employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under [section 172](#) of the [Fair Work Act 2009](#); and
 - (b) are not unlawful terms under [section 194](#) of the [Fair Work Act 2009](#); and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 2.7.3 The Employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the employee is under 18 years of age, signed by a

parent or guardian of the Employee; and

(d) includes details of:

- (i) the terms of the Agreement that will be varied by the arrangement; and
- (ii) how the arrangement will vary the effect of the terms; and
- (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

2.7.4 The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

2.7.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing, at any time.

2.8 Termination of Employment

2.8.1 In order for the Employer to terminate the employment of an Employee (other than in the circumstances of redundancy) the Employer will give to the Employee the following notice:

| Period of Continuous Service | Period of Notice |
|---|------------------|
| Less than 1 year | 1 week |
| 1 year and up to the completion of 3 years | 2 weeks |
| 3 years and up to the completion of 5 years | 3 weeks |
| 5 years and over | 4 weeks |

2.8.2 The period of notice is increased by one week if the Employee is forty-five (45) years of age or more; and has completed at least two (2) years of continuous service.

2.8.3 Payment in lieu of notice (or part thereof) will be made if the appropriate notice period is not required to be worked by the Employee.

2.8.4 Payment in lieu of notice shall be based on the fixed Base Rate an Employee would have received in respect of the period of notice had the employment not been terminated.

2.8.5 The Employer may terminate an Employee's employment immediately without any notice period or payment if they commit any act which may detrimentally affect the Employer, such as dishonesty, fraud, wilful disobedience, misconduct, harassment or serious neglect of duty.

2.8.6 The period of notice in Clause 2.8.1 shall not apply for Casual Employees or Fixed Term Employees.

2.8.7 Termination of employment due to redundancy is dealt with in Clause 2.9 (Redeployment and Redundancy).

2.8.8 Payments for notice outlined in this clause do not apply when termination of employment is due to redundancy as notice is included in the redundancy scale in Clause 2.9.5.

2.8.9 The notice of termination required to be given by an Employee shall be the same as that required of an Employer as defined in Clause 2.8.1 the Employee may give less notice if the Employer agrees.

2.8.10 If an Employee fails to give the notice specified in Clause 2.8.1 the Employer can withhold monies due to the Employee for the period of notice not given.

2.9 Redeployment and Redundancy

2.9.1 Changes may sometimes result in the Employer having too many or unnecessary positions. When this occurs the relevant manager will consult the Employee or group of Employees likely to be affected. Where possible the Employer will take steps to avoid or minimise the necessity for Employees to be declared surplus, including careful planning of its staffing requirements. It will give the highest priority to redeployment

and this includes retaining Employees who have had their position(s) identified as surplus to requirements and have skills that can be utilised in other areas of the company.

2.9.2 Throughout all stages of this process the Employer will advise and consult with Employees and their representatives to deal with any particular concerns referred to it in relation to redeployment and associated matters that may arise as a result of the implementation of this policy.

2.9.3 Options:

- (a) **Redeployment within the Company.** The Employer will in accordance with the requirements of The Act as amended from time to time examine redeployment if job vacancies exist. Those Employees redeployed may be required to undertake training to refresh their skills or develop new skills relevant to their new position.
- (b) **Voluntary Redundancy.** If there are no opportunities for redeployment, invitations for expressions of interest in voluntary redundancies may be made by the Employer, where appropriate and at its discretion. These nominations only relate to the specific change being implemented and do not carry forward for any future change. The criteria for invitations will be determined by the Employer, notwithstanding the invitations, the Employer has the right not to formally offer redundancy to Employees who express an interest.
- (c) **Involuntary Redundancy.** The Employer will apply involuntary redundancies when it is satisfied that redeployment and voluntary redundancy opportunities are either inappropriate or exhausted. The Employer will base its selection of Employee(s) for redundancy on the Employer's need for competencies, qualifications and experience at that time.

2.9.4 Redundancy payments will not be payable for Employees where the Employer obtains appropriate employment for an Employee where there is continuity of service.

2.9.5 **Scale of Redundancy Payments** - A four (4) week notice period is included in this scale. Employees over forty-five (45) years of age (with not less than two years continuous service) receive an extra one (1) week notice in addition to the scale.

| Years of Service | No. of Weeks' Pay | Years of Service | No. of Weeks' Pay |
|------------------|-------------------|------------------|-------------------|
| 0 to 1 | 11.0 | 14 | 49.0 |
| 1 & 2 | 12.0 | 15 | 52.5 |
| 3 | 15.0 | 16 | 56.0 |
| 4 | 17.0 | 17 | 59.5 |
| 5 | 20.0 | 18 | 63.0 |
| 6 | 24.0 | 19 | 66.5 |
| 7 | 28.0 | 20 | 70.0 |
| 8 | 32.0 | 21 | 73.5 |
| 9 | 36.0 | 22 | 77.0 |
| 10 | 40.0 | 23 | 80.5 |
| 11 & 12 | 44.0 | 24 | 84.0 |
| 13 | 45.5 | 25 and over | 87.5 |

3 WAGES, ALLOWANCES & BENEFITS

3.1 Wage Increases

- 3.1.1 Wages rates are set out in Appendix A (Classifications and Wages).
- 3.1.2 All increases are compounding unless otherwise specified in this Agreement.
- 3.1.3 Wage increases are effective from the first full pay period following the date specified in Appendix A (Classifications and Wages).

3.2 Salary Maintenance Employees (Red Circled)

- 3.2.1 If applicable, Employees who have had their salaries maintained (or Red Circled) shall receive a lump sum payment in lieu of the wage increases provided by this Agreement. This lump sum shall be a dollar amount equivalent to the percentage increase of an Employee's current wage. A lump sum payment under this clause will be paid in the first pay period after the wage increase dates in Appendix A (Classifications and Wages).

3.3 Payment of Wages

- 3.3.1 Employee's salaries will be paid fortnightly to the Employee's credit into an account nominated by the Employee, with any bank, credit union, permanent building society or other financial institution.
- 3.3.2 The Employer shall comply with all provisions to the keeping of time and wage records and the production of pay slips in accordance with the FW Act.
- 3.3.3 In an effort to rectify payroll issues the Employer will implement the following: -
 - (a) Change the Pay Periods
 - (b) Where a pay error is due to an error of the payroll department the Employer will rectify pay issues within forty-eight (48) hours of notification to the Employer.

3.4 Salary Sacrifice

- 3.4.1 The Employer provides salary sacrifice opportunities for Employees provided they do not involve additional cost to the Employer, or create unreasonable administrative requirements. Any costs, including taxation where applicable, will be incurred by the Employee. Currently this includes superannuation and motor vehicles.

3.5 Operational Expenses

- 3.5.1 Where an Employee is specifically directed to provide or maintain any equipment or facilities or incur pre-approved direct expenses as an operational requirement of their position such as land line phone, computers, the Employer will meet the costs of all such expenses, installations, continuing maintenance or rental that may be applicable on the production of receipts. Any excessive costs of private use of these facilities will be met directly by the Employee involved.

3.6 Tools

- 3.6.1 The Employer will provide appropriate tools, should an Employee wish to use their own tools the Employee will work with the Employer to ensure the tools meet workplace health and safety standards.
- 3.6.2 Should the Employer authorise the use of the Employee's own tools, the Employer shall reimburse an Employee the cost of replacing such tools should they be lost stolen or damaged at work (not via negligence).

The Employee must provide the Employer with an inventory of personal tools prior to commencing the use of personal tools in order for the Employee to be eligible to claim reimbursement.

3.7 Meal and I&C Meter Allowances

- 3.7.1 It is agreed that all applicable allowances as prescribed in the Award that are not listed in this Agreement have been included in the Base Rate.
- 3.7.2 **Meal Allowance** - It is agreed that there is no meal allowance payable as this has been incorporated into the overtime rates.
- 3.7.3 **I&C Meter Allowance** - The I&C meter allowance has been incorporated into the Base Rate of Gas Service Technician (Level 4) (Pay Level 8).

3.8 First Aid Allowance

An Employee who holds a current first aid certificate and is appointed by the Employer as first aid attendant will be paid a first aid allowance effective from the first full pay period following the date specified below:

| First Aid | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|------------------|----------|----------|----------|
| Weekly Allowance | \$17.57 | \$18.10 | \$18.64 |

3.9 Standby / Call Out

- 3.9.1 A Standby allowance will be paid to Employees who are required by the Employer to be available to be called out for duty or to resolve calls from home.
- 3.9.2 An Employee who is called out when on Standby or who is recalled to work can be required to do more than one job per Call Out.
- 3.9.3 The parties agree that all Employees are expected to be available to participate in a reasonable amount of Standby duties should it be deemed by the Employer to be necessary for safe and reliable operations. The Employer shall nominate Employees with sufficient skills and experience to be rostered within an area for stand by duties.
- 3.9.4 Employees called to work overtime under this clause will be paid in accordance with Clause 4.6 (Overtime). The Employee will receive a minimum three (3) hours at the Base Rate.
- 3.9.5 Employees who are required by the Employer to resolve calls from home when on Standby will be paid a minimum 1.5 hours at the Base Rate. If a call is resolved from home on a public holiday a minimum four (4) hours at the Base Rate will be paid.
- 3.9.6 Should an Employee be required to attend work two and a half hours or less before an Employee's normal start time (including calls resolved from home) the Employee will be paid in accordance with clause 3.8.4 above from the time the Employee leaves home until the Employee normal start time and the 10 hour break rule in Clause 4.4.1 will not apply.
- 3.9.7 Employees with the approval of the Employer may be eligible to swap Standby responsibilities for a period of time. Payment of the Standby allowance will only be made to one Employee. It is the responsibility of the Employee rostered to perform Standby to seek an appropriate substitute and inform the response centre.
- 3.9.8 An Employee rostered on standby who is unavailable when requested to work after normal Ordinary Hours shall not be paid the Standby allowance for that day(s).
- 3.9.9 An Employee who is required by the Employer to be available to Standby shall be paid the relevant Standby allowance.
- 3.9.10 An Employee rostered on Standby on a public holiday shall have 7.6 hours, or the number of Ordinary Hours that would normally be worked on that day if it was not a public holiday, added to their leave entitlements.
- 3.9.11 The Standby allowance is payable effective from the first full pay period following the date specified below:

| Standby Allowance Rate | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|---|----------|----------|----------|
| Weekly | \$535.67 | \$551.74 | \$568.30 |
| Daily (Monday to Friday) | \$59.70 | \$61.49 | \$63.33 |
| Daily (Weekend) | \$118.61 | \$122.17 | \$125.83 |
| To be paid in arrears for Standby performed | | | |

3.10 Gas Transmission Allowance

- 3.10.1 A Gas Transmission Pipeline Operator or Pipeline Operator Technician will receive a daily allowance for duties requiring the injecting and/or producing hydrogen. These duties are separate to conducting general maintenance duties.
- 3.10.2 The allowance is payable from the first full pay period following the date specified below:

| Gas Transmission Allowance Rate | Commencement date of Agreement | 1-Dec-23 |
|---------------------------------|--------------------------------|----------|
| Daily | \$61.49 | \$63.33 |

3.11 Travelling

- 3.11.1 When an Employee is required to commence and/or finish work at a location away from their normal place of work excess travel time and excess fares or tolls shall be paid.
- 3.11.2 Excessive travel time shall be paid at the Ordinary Rate of pay for travelling time which exceeds the time normally spent in travelling between home and the normal place of work.
- 3.11.3 For the purposes of this subclause time normally spent in travelling shall be deemed to be not less than forty (40) minutes one way.

3.12 Licence Fees Reimbursement

- 3.12.1 The Employer will reimburse fees for all Employees for training to achieve and maintain trade, accreditation and professional licensing fees where legislation requires that person be registered to perform that type of work as a requirement of their position and individual duties. This includes a state Driver's Licence if the Employee is required to drive a vehicle.

3.13 Superannuation

- 3.13.1 Employer superannuation contributions for all Employees are paid on ordinary time earnings at the rate of ten (10) per cent , or such other amount as prescribed by legislation except Employees who are members of a Jemena defined benefit super fund whose entitlement is specified in Appendix E.
- 3.13.2 Ordinary Time Earnings (OTE) will be defined in Australian Tax Office (ATO) guidelines.
- 3.13.3 The Employer shall contribute, on behalf of an Employee, Employer contributions to one (1) complying superannuation fund chosen by the Employee. Should the Employee not nominate a fund the Employer's current default fund is Equip Superannuation.
- 3.13.4 Australian Super is a registered industry superannuation fund and is endorsed by the Union.
- 3.13.5 Payment will be made in accordance with the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties to this Agreement.

4 HOURS OF WORK & WORKPLACE FLEXIBILITY

4.1 Hours of Work

- 4.1.1 Ordinary Hours of work shall be thirty-eight (38) worked between 6:00am and 8:00pm excluding shift arrangements and may be worked on Monday to Friday. Unless otherwise directed by the Employer, field standard hours of work shall be between 7:00am and 4:00pm.
- 4.1.2 Should the Employer wish to alter the working hours of an Employee/Employees, the Employer must consult with the relevant Employee's prior to any change been made. The Employer must provide seven (7) days' notice prior to the change in working hours unless mutually agreed.
- 4.1.3 Ordinary Hours of work shall not normally exceed eight (8) hours per day.
- 4.1.4 Reasonable additional hours beyond thirty-eight (38) hours per week may be required to be worked. All such additional hours will be paid in accordance with Clause 4.6 (Overtime).
- 4.1.5 Where the Ordinary Hours of a Day Worker are worked outside of the ordinary spread of hours the loadings in Clause 4.2 (Shift Work) will apply.

4.2 Shift Work

- 4.2.1 For Ordinary Hours worked between 8:00pm and 6:00am Monday to Thursday and between 8:00pm and midnight Friday a loading of fifteen (15) per cent of the Base Rate will apply.
- 4.2.2 For Ordinary Hours worked between midnight Friday and midnight Saturday a loading of thirty (30) per cent of the Base Rate will apply.
- 4.2.3 For Ordinary Hours worked between midnight Saturday and midnight Sunday and on a public holiday a loading of fifty (50) per cent of the Base Rate will apply.
- 4.2.4 The extra rates prescribed in this clause will be in substitution for and not cumulative upon any shift work allowances arising from Clause 4.6 (Overtime).
- 4.2.5 The Ordinary Hours worked by a shift worker shall be an average of thirty-eight (38) Ordinary Hours per week over the relevant Work Cycle.
- 4.2.6 Prior to the implementation of a shift roster / change the Employer shall consult with the Employees affected by the proposed change. Shifts shall be worked in accordance with the existing roster until consultation has occurred.
- 4.2.7 All shift workers working shifts will be allowed a twenty (20) minute paid meal break per shift to be taken at a mutually convenient time.
- 4.2.8 All shift workers working shifts will be allowed two, ten (10) minute paid breaks per shift to be taken at a mutually convenient time.

4.3 Flexible Working Arrangements

- 4.3.1 An Employee, including an eligible Casual Employee, who has completed twelve (12) months of continuous service may request the Employer for a change in working arrangements if the Employee:
 - (a) is a parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (c) has a disability;
 - (d) is fifty-five (55) years or older;
 - (e) is experiencing violence from a member of their family; or
 - (f) provides care or support to a member of their immediate family or household, who requires care or support because they are experiencing violence from their family.

- 4.3.2 The Employee's request must be in writing, and must set out details of the change sought and the reasons for the change.
- 4.3.3 The Employer must give the Employee a written response to the request within twenty-one (21) days. The Employer may only refuse the request on reasonable business grounds.
- 4.3.4 For the purposes of this clause an eligible Casual Employee means a long term casual Employee of the Employer who has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

4.4 Breaks Between Rostered Attendances

- 4.4.1 Employees will be given no less than ten (10) consecutive hours off duty between the end of work on one day, and returning to the Employee's usual work base or the Employee's first job whichever is the closest.
- 4.4.2 Where an Employee is not given ten (10) consecutive hours off duty from when the Employee arrives home and commences work at their usual work base or at their first job whichever is the closest to the Employees home they will be paid 1.9 times the Employee's Base Rate time until released from work and given ten (10) consecutive hours rest.
- 4.4.3 Notwithstanding the above, in cases where Employees work overtime between the hours of 11:00pm on one day and 5:00am on the next, then the ten (10) consecutive hour rest break will commence from the conclusion of their last period of overtime.
- 4.4.4 In cases where Employees have been on Call Out, the ten (10) hour break will conclude at the time the Employee leaves home to travel back to work. To take reasonable travel time into account, maximum time away from work shall be ten (10) hours and forty (40) minutes from the conclusion of the last Call Out. Where practical and where business needs allow, reasonable endeavours will be made to minimise travel time following a ten (10) hour break.
- 4.4.5 The ten (10) hour break rule will not apply should the Employee perform an Early Start.
- 4.4.6 The arrangements as outlined above, will also apply when overtime is worked on a Sunday, a Public Holiday or an RDO prior to a rostered work day.

4.5 Meal Break

- 4.5.1 No Employee shall be required to work for more than five (5) hours continuously without a meal break, to be taken at the Employer's discretion. Where possible the normal meal break should be as near as practicable to the middle of the period of duty and be of an unpaid duration of thirty (30) minutes. The Employee shall also be entitled to a 10 minute tea break during working hours for each four (4) hours worked.
- 4.5.2 On a Monday to Friday where an Employee is unable to have a meal break for the purpose of attending to an Emergency Response, or as directed by their Team Leader or Incident Controller the thirty (30) minute meal break will be paid at 1.9 overtime rate.
- 4.5.3 On Saturday, Sunday, public holidays, after hours Call Out and periods of rostered overtime a thirty (30) minute meal break will be paid within the hours of the shift.

4.6 Overtime

- 4.6.1 All time worked in excess of Ordinary Hours shall be overtime and shall be paid for at the rate of the applicable Base Rate multiplied by the overtime multiplier as set out in the table below. This rate is inclusive of any meal allowance that may be claimed.

| Period | Overtime Multiplier |
|---------------------|---------------------|
| Monday to Friday | 1.9 |
| Saturday and Sunday | 2.0 |
| Public Holidays | 2.5 |

- 4.6.2 Part Time Employees will be paid overtime for all hours worked in excess of thirty-eight (38) hours per week.
- 4.6.3 It is a condition of employment that an Employee work reasonable overtime, as required to meet the needs of the business and all overtime worked must be at the direction of the Employer.
- 4.6.4 However, an Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
 - the Employee's personal circumstances (including family responsibilities);
 - any other relevant matter.
- 4.6.5 An Employee shall not work for more than sixteen (16) continuous hours including breaks except in grave emergency. In these cases workplace health & safety will not be compromised.
- 4.6.6 In calculating overtime or penalty rates, each day's work shall stand alone.
- 4.6.7 Should the Employer recall an Employee to work and the Employee has not been paid a Standby allowance the Employee will be paid a minimum of four (4) hours at the Base Rate.
- 4.6.8 Should the Employer call an Employee to work to respond to an emergency (controlled by the Gas Control Room) whilst on duty (when the emergency goes into overtime) and the Employee has not been paid a standby allowance, the Employee will be paid until such time the Employee arrives home. For the avoidance of doubt, this clause will only relate to third party hits (WCX31), fire (WC-X20), explosion (WC-X04) or area outages (WC200). The Technician(s) must complete the job in it's entirety to be able to claim this clause.
- 4.6.9 When an Employee finishes overtime work at an hour when the usual and reasonable means of transport to the Employee's place of residence is not available, the Employer shall provide transport or pay for the additional cost of a reasonable alternative means of transport home.

5 LEAVE

5.1 Management of Leave

- 5.1.1 The parties acknowledge the following principles in the management of leave:
- (a) The wellbeing of the Employee;
 - (b) The efficient operation of the business;
 - (c) Flexibility to meet the needs of both the Employee and the business;
 - (d) Transparent and effective administration of leave;
 - (e) Maintaining reasonable outstanding leave balances.
- 5.1.2 These principles will not apply to long service leave or personal leave.
- 5.1.3 Employees with significant accumulated leave balances will work with their manager to put in place leave management plans to reduce these balances.
- 5.1.4 The Employer may reasonably direct an Employee to take leave where the Employee has a leave balance exceeding forty (40) days (inclusive of 30 days annual leave balance). A leave balance will be made up of all other types of leave not mentioned in Clause 5.1.2. All requests for leave to be taken will be reasonably considered.
- 5.1.5 By mutual agreement, an Employee may buyout RDOs and days in lieu. Any such buy out will be at one ordinary days pay for each day bought out.

5.2 Rostered Days Off (RDO)

- 5.2.1 A Full Time Employee may work two (2) additional hours per week to accrue a rostered day off (RDOs).
- 5.2.2 It is agreed that the purpose of RDOs is to provide Employees with an opportunity to take a regular monthly day off and that the taking of such days as they fall due is to be encouraged. On occasions, an Employee may accrue RDOs to a maximum of five (5) days. Upon approaching or reaching the maximum accrual, the Employer may require the Employee to take one or more RDOs to reduce their balance.
- 5.2.3 The Team Leader will consult with the Employee to allocate an appropriate time to take the accrued rostered day(s). When allocating RDOs the parties will take into account the Employee's personal circumstances and business continuity.
- 5.2.4 RDO rosters may be varied from time to time however the Employer must consult prior to changing RDO rosters.
- 5.2.5 If an RDO falls on a public holiday, another mutually agreed day shall be substituted.
- 5.2.6 By mutual agreement an Employee may buy out RDOs and days in lieu. Any such buyout will be at one ordinary days pay for each day brought out.
- 5.2.7 While an Employee is on personal leave, annual leave, long service leave, workers' compensation, personal leave, or any unpaid leave, there will be no accrual of hours towards any RDOs.

5.3 Compassionate Leave

- 5.3.1 An Employee will be entitled to three (3) days compassionate leave on each occasion which meets one or both of the following circumstances:
- (a) to spend time with a member of their immediate family or household who has a personal illness or injury that poses a serious threat to his or her life; or
 - (b) after the death of a member of his or her immediate family or household.
- 5.3.2 For Employees, other than casual Employees, a period of compassionate leave in accordance with this clause will be paid. Casual Employees are entitled to the compassionate leave on an unpaid basis.
- 5.3.3 In this clause the term immediate family has the same meaning as the FW Act and will also include an Employee's:
- (a) legal guardian;
 - (b) niece or nephew;
 - (c) uncle or aunt;
 - (d) cousins;

- (e) grandfather or grandmother;
 - (f) great grandfather or great grandmother.
- 5.3.4 In granting compassionate leave, the Employer may request satisfactory evidence be provided by the Employee.
- 5.3.5 An Employee (other than a Casual Employee) will be entitled to a maximum of two (2) additional days' leave without loss of pay on each occasion, and on the production of satisfactory evidence of the death outside of Australia of a member of the Employee's immediate family or household, where such Employee travels outside of Australia to attend or make arrangements for the funeral.
- 5.3.6 Subject to management approval, one (1) additional day of paid or unpaid compassionate leave may be granted where attendance at the funeral involves extensive travelling.

5.4 Personal Leave

- 5.4.1 Employees, other than Casuals, will be entitled to utilise personal leave without deduction of pay in circumstances where they cannot attend for duty:
- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
 - (b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member.
- 5.4.2 From commencement, Employees are entitled to ten (10) days' personal leave per year. Unless specified in Appendix E. This leave will be accrued on a pro-rata basis. All unused personal leave accumulates.
- 5.4.3 Part Time Employees will be entitled to personal leave on a pro-rata basis, and can be accessed only on designated working days.
- 5.4.4 Employees shall not be entitled to paid personal leave for any period in respect of which they are entitled to workers compensation or other compensation.
- 5.4.5 Notification of absence is to be provided to the appropriate Team Leader prior to the agreed starting time or as soon as is reasonably practicable.
- 5.4.6 Employees on personal leave must advise their Team Leader of the reasons for absence and an estimated duration of the absence as soon as possible or at least by the start of the Employees shift on the first day of absence.
- 5.4.7 **Proof of Incapacity**
- (a) Employees applying for periods of personal leave in excess of two (2) consecutive working days or five (5) single days per annum may be required to provide proof of personal illness or injury / personal leave to their Team Leader.
 - (b) Employees taking personal leave prior to or after a public holiday will be required to provide proof of personal illness or injury to their Team Leader.
 - (c) The proof of incapacity shall be a medical certificate from a duly qualified and registered medical practitioner or a statutory declaration.
- 5.4.8 The Team Leader has the discretion to ask for proof of short-term illness or injury at any time and may review each individual case as appropriate.

5.5 Parental Leave

- 5.5.1 Full Time, Part Time and eligible Casual Employees with at least twelve (12) months continuous service are entitled to a maximum of 104 weeks' unpaid leave, made up of fifty-two (52) weeks inclusive of paid and unpaid leave and a request for an extension of a further fifty-two (52) weeks' unpaid leave, for the purpose of assuming responsibility for the care of every child, born or adopted, to the Employee, or their partner. Where both carers work for the Employer, each Employee will be entitled to access the entitlement to unpaid parental leave in separate continuous periods, other than a period of concurrent leave taken in accordance with the provisions of the FW Act.
- 5.5.2 Subject to the completion of one year's continuous service a maximum of fourteen (14) weeks paid parental leave is available to the parent who is the primary carer per pregnancy or adoption of a child under five (5) years of age. The fourteen (14) weeks paid parental leave may be taken at half pay over twenty-eight (28) weeks.

- 5.5.3 A maximum of two (2) weeks paid parental leave is available during the period of parental leave for a parent who is not the primary carer per pregnancy or adoption. This leave must be taken starting within the first month from when the child is born or adopted.
- 5.5.4 All other provisions in relation to parental leave will be in conjunction with the applicable legislation and the Employer's policies in relation to applying for and taking parental leave as amended from time to time.

5.6 Long Service Leave

- 5.6.1 The long service entitlements and benefits of Employees are directly funded and provided to Employees by the Employer. Therefore this clause is designed to provide comprehensive coverage in relation to long service entitlements, including leave, benefits or payments, for the Employees and is intended to cover the field with respect to the rights and obligations of the Employer and Employees in relation to long service entitlements for the work performed pursuant to this Agreement.
- 5.6.2 For the avoidance of doubt this clause applies to the exclusion of any other State or Territory legislation operating in the State or Territory in which the Employee works which regulates long service entitlements or benefits or imposes any liability or obligation on the Employer in relation to long service of Employees, in respect of the work performed by Employees pursuant to this Agreement.
- 5.6.3 Employees are entitled long service leave in accordance with this clause unless specified in Appendix D (Grandfathered Entitlements).
- 5.6.4 Employees accrue thirteen (13) weeks long service leave following the completion of ten (10) years' continuous service and 1.3 weeks upon the completion of each subsequent year of continuous service.
- 5.6.5 An Employee may take accrued long service leave when agreed with the Employer or when provided with not less than three (3) months' notice by the Employer.
- 5.6.6 Long service leave should generally be taken in blocks of four (4) weeks' at any one time.
- 5.6.7 An Employer and Employee may agree that there be no restriction on the maximum number of blocks in which accrued leave may be taken.
- 5.6.8 Where the Employer has previously provided specific undertakings to an Employee in respect of long service leave entitlements offered by previous Employer, such Employees will continue to accrue long service leave entitlements consistent with that undertaking, or in accordance with this Agreement, whichever is higher.
- 5.6.9 By mutual agreement and subject to business needs an Employee may request to take their long service leave entitlement by taking the amount of leave owing at the normal rate of pay; or by taking twice the amount of leave owing at half the normal rate of pay.
- 5.6.10 Where a public holiday falls during a period of long service leave when an Employee would otherwise be rostered to work, the leave period will be extended by a day for each public holiday.
- 5.6.11 Annual leave and personal leave shall accrue during long service leave.
- 5.6.12 RDOs shall not accrue during long service leave.
- 5.6.13 Long service leave shall not accrue during periods of unpaid leave.
- 5.6.14 Long service leave shall be paid at the Ordinary Rate payable to the Employee immediately prior to his or her period of leave.
- 5.6.15 An Employee will be entitled to pro-rata long service leave on termination of employment or death for an Employee after five years where terminated by the Employer for reasons other than misconduct, or due to illness or pressing domestic necessity.
- 5.6.16 All other conditions will be in accordance with the *Long Service Leave Act (NSW) 1955*.

5.7 Jury Service

- 5.7.1 The Employer recognises the Employee maybe summoned to participate in jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory.
- 5.7.2 Where an Employee is summoned to appear for jury duty they will provide the written notice of summons to the Employer as soon as practicable and (if known) the expected duration of the absence.
- 5.7.3 If an Employee is absent from his or her employment for a period because of jury service and the Employee is not a Casual Employee, the Employee will be paid in accordance with the Act.

5.8 Community Service Leave

- 5.8.1 Where an Employee engages in an eligible community service activity(excluding jury service) the employee is entitled to take unpaid leave for the reasonable duration of the activity, provided that the Employee's absence is reasonable in the circumstances.
- 5.8.2 An 'eligible community service activity' includes the carrying out of voluntary emergency management activities and any other activities prescribed in the NES.
- 5.8.3 The reasonable duration of the activity may include travelling time and reasonable rest time immediately following the activity.
- 5.8.4 Employees will be required to give the Employer notice of an absence for an eligible community service activity under this clause and must advise the Employer of the period or expected period of the absence. The Employer may also require satisfactory evidence of the Employee's participation in the relevant activity for which leave is requested.

5.9 Annual Leave

- 5.9.1 Employees (other than a Casual Employee) will accrue annual leave as follows:
 - (a) **Shift Worker Employees** - who works shift work of three (3) shifts per day over a period of seven (7) days per week will for the purposes of the NES be a 'shift worker' and will accrue 190 hours annual leave per annum. A 'shift worker' defined under this clause is not entitled to annual leave loading; and
 - (b) **Non-shift worker Employees** - will accrue four (4) weeks annual leave per annum. Annual leave loading of 17.5% of the Employee's Base Rate will be paid when annual leave is taken.
- 5.9.2 Annual leave accrues progressively during a year and accumulates from year to year and any unused annual leave shall be paid out on termination of employment. The calculation of annual leave entitlements will be in hours.
- 5.9.3 A period of annual leave will be exclusive of any public holiday which may occur during the period of annual leave and may be paid in advance, if requested by the Employee, at the Ordinary Rate payable to the Employee immediately prior to their period of leave.
- 5.9.4 In respect of annual leave entitlements to which this clause applies, annual leave pay (including any proportionate payments) will be calculated as follows:
 - (a) **Shift Worker Employees** - subject to provision hereof the wage rate to be paid to a shift worker will be the rate payable for work in ordinary time according to the Employee's roster or projected roster, including Saturday, Sunday or public holiday shifts.
 - (b) **Non-shiftworker Employees** - subject to provision hereof, in no case shall the payment by the Employer to an Employee be less than the sum of the Employee's ordinary wage rate as prescribed by the Agreement for the period of the leave (excluding shift premiums and weekend penalty rates).
- 5.9.5 The Employer is committed to effectively managing leave within the workplace to ensure Employees are adequately rested and leave balances maintained at an acceptable level.
- 5.9.6 Unless otherwise agreed between the Employer and the Employee, the Employer may give an Employee at least fourteen (14) days' notice of the date from which the annual leave will be taken.
- 5.9.7 Examples of when Employees may be directed to take annual leave may include a shutdown of the business (or a part of the business) for a period of time or in accordance with Clause 5.1 (Management of Leave).

5.10 Cashing out of annual leave

- 5.10.1 By agreement, an Employee may elect to cash out annual leave in accordance with the terms under this clause.
- 5.10.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- 5.10.3 An agreement to cash out annual leave must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) the date on which the payment is to be made.
- 5.10.4 An agreement must be signed by the Employer and Employee and if the Employee is under eighteen (18) years of age, by the Employee's parent or guardian.
- 5.10.5 The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- 5.10.6 Any agreement to cash out annual leave must not result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks.
- 5.10.7 The maximum amount of accrued paid annual leave that may be cashed out in any period of twelve (12) months is two (2) weeks.
- 5.10.8 The Employer must keep a copy of any cash out of annual leave agreement as a record.

5.11 Public Holidays

- 5.11.1 An Employee shall be entitled to all NSW gazetted public holidays without loss of pay including New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, and Labour Day.
- 5.11.2 **Zinfra Me Day** - additional day to be taken for rest and recuperation. This day allocation will be mutually agreed upon by the Employer and the AWU at the first consultative meeting of each calendar year. This day will not accrue if not taken within the calendar year.
- 5.11.3 Part Time Employees will only be entitled to payment for those public holidays they are normally rostered to work.
- 5.11.4 Casual Employees shall have no entitlement to payment for public holidays on which they do not work.
- 5.11.5 Public holidays are those gazetted in the Employee's home Depot / Office.
- 5.11.6 Employee's that work on gazetted public holidays will either:
 - (a) work these public holidays at normal time and accrue an alternate day off; or
 - (b) work these days at double time and one half of the standard hourly rate. (If worked during normal hours a penalty rate of 1.5 times the Base Rate is paid for public holidays because the Employee has already paid the Base Rate).
- 5.11.7 An Employee called out on a public holiday and is not on standby will receive a minimum of four (4) hours payment. These hours will be paid at 1.5 times the base rate if worked during normal (ordinary) hours. Outside of normal (ordinary) hours these hours will be paid at 2.5 times the base rate.

5.12 Blood Donor Leave

- 5.12.1 Each Employee shall be provided with a minimum of two (2) hours leave with pay on two occasions each calendar year, or more by agreement to donate blood, bone marrow or other mutually agreed community based work.
- 5.12.2 The Employee may be required to provide proof of attendance in order to be paid.

6 MISCELLANEOUS

6.1 Workers Compensation

- 6.1.1 The Employer will comply with relevant NSW workers compensation legislation in regards to workers compensation matters.
- 6.1.2 Employees will be entitled to Make Up Pay under the following conditions:
 - (a) Make Up Pay means a payment of the difference between the amount of compensation paid to the Employee pursuant to the relevant legislation and the Employee's wage for the Employee's Ordinary Hours of work being paid to such Employee at the date of the injury.
 - (b) Make Up Pay shall be payable for a maximum period or aggregate period in no case exceeding a total of twenty-six (26) weeks for any incapacity in respect of and resulting from one injury suffered by an Employee.
- 6.1.3 In the event that an Employee receives a lump sum payment in redemption of compensation payments under the relevant legislation, the liability of the Employer to pay Make Up Pay provided under this clause shall cease from the date of redemption.

6.2 Employee Representative / Delegate

- 6.2.1 The Employer, the Employee and their representatives acknowledge that good communication between the Employer and the Employee's and the Employee Representatives is an important mechanism in assisting the Employees to resolve grievances and disputes in a timely fashion to ensure the smooth operation of the Agreement. All disputes arising from the implementation of this Agreement will be dealt with in accordance with clause 1.16 (Dispute Settlement Procedure).
- 6.2.2 The Employer will recognise and respect the role that Union delegates elected by Employees as Employee Representatives within the workplace. Union delegates will be treated fairly and to perform, their role as an Employee Representative without any discrimination in their employment.
- 6.2.3 Union delegates will be allowed such reasonable time during working hours, as agreed by the Employer to attend to their role as Employee Representatives under this Agreement or as provided by health and safety legislation.
- 6.2.4 Subject to the Employer's business needs, Union delegates will be allowed reasonable time to prepare for and participate in collective bargaining, consultation and dispute resolution processes and attend industrial tribunals and/or courts where relevant to the workplace.
- 6.2.5 Union delegate(s) whilst undertaking their duties can call upon the assistance or involvement of an Union official. For the avoidance of doubt, this does not remove the requirement of the Union to comply with the right of entry provisions as set out in the FW Act.
- 6.2.6 The Employer will provide paid time for Union delegate(s) to attend accredited industrial and dispute resolution education during normal working hours and be subject to the Employer's business needs. This will be a maximum five (5) days training per annum and attendance at the Union annual conference.
- 6.2.7 An Employee Representative will have access to a phone, fax, post, photocopying, internet and email facilities for the purpose of carrying out their role as Employee Representatives under this Agreement.
- 6.2.8 The Employer will provide notice boards to communicate relevant information to the workforce.

6.3 Relocation

- 6.3.1 Where an Employee is required by the Employer to relocate their primary place of residence, the Employee shall be entitled to receive compensation for expenses reasonably incurred in such relocation. These expenses would include economy-class air fares (or equivalent) and travelling expenses of Employees and dependents, together with cost of removal of furniture and effects to a measurement not exceeding thirty (30) cubic metres, from their place of engagement to the job. Payment of these expenses is subject to the production of invoices and the Employer's policies and procedures as amended from time to time.
- 6.3.2 Where circumstances are considered to warrant such action, an Employee transferred to a location where no house is available shall be reimbursed reasonable board and lodging expenses for a reasonable period of time as determined by the Employer.

6.4 National Employment Standards (NES) Precedence

The National Employment Standards (NES) apply to all Employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this Agreement, the NES will apply and the clause of the Agreement will not apply, except to the extent that the clause of the Agreement provides for a more beneficial outcome for employees than the NES.

7 WORKPLACE HEALTH & SAFETY

7.1 Safety, Environment and Quality

- 7.1.1 The parties are committed to safety, environment, and quality assurance programs where deemed necessary by the Employer.
- 7.1.2 Employees are required to perform their functions and duties in accordance with the Employer's policies and procedures as amended from time to time. Provided that all work performed shall be within the limits of the Employees' skill, training, classification and competence.
- 7.1.3 It is understood that safety, environment and quality assurance is a key factor to ensure that the Employer becomes a more competitive and efficient enterprise.
- 7.1.4 The Employer and the Employees both acknowledge that the safety record in the industry needs to continuously improve.
- 7.1.5 The parties agree on the need for a cooperative approach on workplace health and safety issues.
- 7.1.6 All Employees must comply with the Employer's safety policies and procedures as amended from time to time.

7.2 Clothing and Personal Protective Equipment (PPE)

- 7.2.1 In order to meet personal protective equipment requirements, the Employer will assist Employees with work wear expenses and promote a uniformly neat and tidy image. The Employer will provide Employees with work wear where required by the Employer.
- 7.2.2 Employees will be issued with a reasonable supply of clothing on commencement of employment. These items of clothing will be replaced on a fair wear and tear basis.
- 7.2.3 The Employer must provide personal protective equipment in accordance with relevant workplace health and safety legislation.

7.3 Safety Footwear

Where required, Employees will be supplied with safety footwear which meets the requirements and regulations and shall be of a reasonable standard of comfort. These items shall be replaced on a fair wear and tear basis.

8 SIGNATORIES

EXECUTED as an Agreement

SIGNED on behalf and with the authority of Zinfra

Signature of the Authorised Person:

Darryl Reichelt

Name in Full:

Darryl Reichelt

L14, 99 Walker Street,
North Sydney 2060

Address:

Explanation of Authority:

General Manger,
Jemena Network Services, Zinfra

In the presence of this Witness

Amy Bamford

Signature of Witness:

Amy Bamford

Name in Full:

Amy Bamford

Occupation:

Personal Assistant,
Jemena Network Services, Zinfra

Address:

L14, 99 Walker Street,
North Sydney 2060

SIGNED on behalf of and with the authority of the Employee bargaining representatives

Signature of the Authorised Person:

C. Taylor

Name in Full:

Caroline Taylor

Address:

4a Bellevue Circuit, Remulway 2145

Explanation of Authority:

*Business Support Officer/
AWU Delegate*

In the presence of this Witness:

Signature of Witness:

[Signature]

Name in Full:

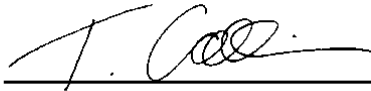
Joe Fazzino

Occupation:

Trainer

**SIGNED on behalf and with the authority of
the employee bargaining representative**

Signature of the Authorised Person:



Name in Full:

TONY CALLINAN

Address:

LEVEL 2, 16-20 GOOD STREET, GRANVILLE NSW 2142

Explanation of Authority:

AWU NSW BRANCH SECRETARY

In the presence of this Witness

Signature of Witness:



Name in Full:

NICOLE ALEXANDER

Occupation:

PA

Address:

LEVEL 2, 16-20 GOOD STREET, GRANVILLE NSW 2142

APPENDIX A – CLASSIFICATIONS AND WAGES

A.1 Administration Stream

A.1.1 Classifications

| Level | Position Title | Description |
|-------|--------------------------------|--|
| 3 | Administration Officer (Entry) | An Employee that is new to the role and has limited experience with in it. Generally it would take 12 months to gain relevant experience. An Employee would remain in this classification beyond 12 months if the Employee cannot fulfil the full functions required by an Administration Officer. |
| 5 | Administration Officer | An Employee who has relevant experience within the role and is able to complete all routine and non-routine administrative tasks required. |
| 7 | Scheduler (Entry) | An Employee that is new to the role and has limited experience with in it. Generally it would take 12 months to gain relevant experience. An Employee would remain in this classification beyond 12 months if the Employee cannot fulfil the full functions required by a Scheduler. |
| 9 | Scheduler | An Employee who has relevant industry knowledge and experience within the role and is able to complete routine and non-routine tasks required including the planning, scheduling and finalising of work. |

A.1.2 Wage rates

| Pay Level | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-----------|------------|------------|------------|
| | 3.5% | 3.0% | 3.0% |
| 3 | \$1,499.69 | \$1,544.68 | \$1,591.02 |
| 5 | \$1,590.78 | \$1,638.50 | \$1,687.66 |
| 7 | \$1,676.63 | \$1,726.93 | \$1,778.74 |
| 9 | \$1,762.46 | \$1,815.34 | \$1,869.80 |

A.2 Warehouse, Measurement and Field Stream

A.2.1 Classifications

| Level | Position Title | Description |
|-------|--|---|
| 1 | General Duties Labourer | An Employee at this level performs work from instructions and procedures under general supervision. The Employee may perform a range of duties including labouring or assisting tradespersons. Employees working in and around hazardous environments must have an awareness of the environments and completed safety and induction training including environmental awareness. The employee will undertake site specific training. |
| 2 | Delivery Driver / Store Person (Entry) | An Employee that is new to the role and has limited experience within it. Generally it would take up to 12 months to gain relevant experience. An Employee will remain in this classification beyond 12 months if the Employee cannot fulfil the full functions required of a Delivery Driver / Store Person. |
| 5 | Delivery Driver / Store Person | An Employee who has relevant qualifications, licenses (e.g. MR licence / forklift licence) experience within the role and is able to complete routine and non-routine tasks required. Including pick and packing, administration, general issues, driving, customer service and general duties. |
| 5 | Materials Controller | An Employee who has relevant qualifications, licenses (e.g. MR licence / forklift license) and industry experience and is able to complete both routine and non-routine tasks required. Including picking packing, data processing, investigating stock and procurement issues, customer service and problem solving. |
| 11 | Measurement Technician (Entry) | An Employee that is new to the role and has limited experience with in it. Generally it would take 12 months to gain relevant experience in the monitoring and evaluation of measurement data and equipment. An Employee would remain in this classification beyond 12 months if the Employee cannot fulfil the full functions required by a Measurement Technician. |
| 13 | Measurement Technician | An Employee who has relevant qualifications, experience within the role and is able to complete all complex, routine and non-routine tasks including the investigating, analysis of measurement data and rectifying issues on equipment required. |
| 12 | Field Officer (Entry) | An Employee that is new to the role and has limited experience with in it. Generally it would take 12 months to gain relevant experience. An Employee would remain in this classification beyond 12 months if the Employee cannot fulfil the full functions required by a Field Officer. |
| 14 | Technical Field Officer/Operator | An Employee with relevant qualifications, experience within the role and is able to perform complex and routine tasks and to coordinate, monitor and assess tasks required for successful repair and maintenance and construction of the network. |

A.2.2 Wage rates

| Pay Level | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-----------|------------|------------|------------|
| | 3.5% | 3.0% | 3.0% |
| 1 | \$1,347.26 | \$1,387.68 | \$1,429.31 |
| 2 | \$1,461.12 | \$1,504.95 | \$1,550.10 |
| 5 | \$1,590.78 | \$1,638.50 | \$1,687.66 |
| 11 | \$1,829.04 | \$1,883.91 | \$1,940.43 |
| 12 | \$1,895.62 | \$1,952.49 | \$2,011.07 |
| 13 | \$1,962.21 | \$2,021.08 | \$2,081.71 |
| 14 | \$2,028.77 | \$2,089.63 | \$2,152.32 |

A.3 Technical and Project Stream

A.3.1 Classifications

| Level | Position Title | Description |
|-------|-----------------------------|--|
| 14 | Project Coordinator (Entry) | An Employee that is new to the role and has limited experience with in it. Generally it would take 12 months to gain relevant experience. An Employee would remain in this classification beyond 12 months if the Employee cannot fulfil the full functions required by a Project Coordinator. |
| 15 | Project Coordinator | An Employee who has technical experience within the industry and with the ability to provide specialist support and recommendations when working on a variety assets, covering field and technical activities. Including plastic and steel mains projects. |
| 14 | Technical Coordinator | An Employee who has relevant qualifications and high level of technical experience the Employee is able to complete complex, and specialist tasks required for measurement devices within high rise medium density and commercial applications. The Employee must have a working knowledge of regulatory requirements and the ability to provide recommendations to the plumbing industry. |
| 14 | Field Coordinator (Entry) | An Employee that is new to the role and has limited experience with in it. Generally it would take 12 months to gain relevant experience. An Employee would remain in this classification beyond 12 months if the Employee cannot fulfil the full functions required by a Field Coordinator. |
| 15 | Field Coordinator | An Employee who has extensive technical experience within the industry they undertake work which is specialised and requires a high level of skill and will perform complex and routine tasks, and to coordinate, plan, monitor and assess tasks required to maintain a safe and reliable gas network. They may be required to exercise initiative and judgement where practices are not clearly defined. The Employee will have the ability to work on multiple projects including construction, Corrective and Planned maintenance, on all distribution and transmission assets. If the Employee is required to perform E&I duties, the Employee will need to hold relevant trade Instrumentation and Control qualifications (min. of Cert 3) for these duties. The Employee will be paid higher duties equivalent to a Pipeline Operator Technician, for the time required to perform E&I works. |

A.3.1 Wage rates

| Pay Level | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-----------|------------|------------|------------|
| | 3.5% | 3.0% | 3.0% |
| 14 | \$2,028.77 | \$2,089.63 | \$2,152.32 |
| 15 | \$2,186.44 | \$2,252.03 | \$2,319.59 |

A.4 Gas Transmission - Pipeline Operator and Pipeline Operator Technician Stream

A.4.1 Classifications (Pipeline Operator)

| Current Level | Level from commencement of the Agreement | Position Title | Description |
|---------------|--|--------------------------------------|---|
| 11 | 12 | Pipeline Operator/ Patrol Officer | <p>The provision of ground surveillance to ensure the integrity of the steel infrastructure. Assets will include Licensed Pipelines (Trunk and Primary) and Pipelines (Secondary)</p> <p>Duties will be issuing permits and supervising excavations on Trunk and Primary mains and may include integrity digs</p> <p>Standbys for third parties working on or near Pipelines will also be part of this role</p> |

| Level | Position Title | Description |
|-------|---------------------------|---|
| 13 | Pipeline Operator (Entry) | <p>An Employee that is new to the role and has limited experience with in it. The Employee must hold a Relevant Trade qualification (min Cert 3) i.e. Mechanical/Fitter qualifications/engineering.</p> <p>An Employee would remain in this classification until they have been developed and assessed as capable of performing the duties of Pipeline Operator Level 15</p> |
| 15 | Pipeline Operator | <p>An Employee who has the Relevant Trade qualification (min. Cert 3) i.e. mechanical/fitter qualifications/engineering, experience within the role and is able to complete specialist, complex, routine and non-routine tasks associated with the maintenance, repair, and overhauls of the Distribution networks and Transmission assets.</p> <p>An Employee at this level will be trained and competent in all aspects of hot tapping operations.</p> |
| 16 | Senior Pipeline Operator | <p>An Employee who has the Relevant Trade qualification. (min. Cert 3) i.e. mechanical/fitter qualifications/engineering and instrumentation and control. experience within the role and is able to complete specialist, complex, routine and non-routine tasks associated with the maintenance, repair, and overhauls of the distribution networks and Transmission assets.</p> <p>An Employee at this level will be able to assist with technical project coordination, training and assessing on the job competencies, including mentoring and coaching to pass on knowledge, skills and experience.</p> |

A.4.2 Wage rates (Pipeline Operator)

| Current Pay Level | Current Rate of pay | Pay Level from commencement of Agreement | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-------------------|---------------------|--|------------------|-------------|-------------|
| | | | Level 1 increase | 3.0% | 3.0% |
| 11 | \$ 1,767.19 | 12 | \$ 1,831.52 | \$ 1,886.47 | \$ 1,943.06 |

| Pay Level | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-----------|-------------|-------------|-------------|
| | 3.5% | 3.0% | 3.0% |
| 13 | \$ 1,962.21 | \$ 2,021.08 | \$ 2,081.71 |
| 15 | \$ 2,186.44 | \$ 2,252.03 | \$ 2,319.59 |
| 16 | \$ 2,270.53 | \$ 2,338.64 | \$ 2,408.80 |

A.4.3 Classifications (Pipeline Operator Technician)

| Level | Position Title | Description |
|-------|--------------------------------------|---|
| 13 | Pipeline Operator Technician (Entry) | <p>An Employee that is new to the role and has limited experience within it. The Employee must hold Relevant Trade qualifications Electrical licence and be approved or undergoing Instrumentation & Control qualifications (Cert 3 or 4).</p> <p>An Employee will remain in this classification until they have been developed and assessed as capable of performing the duties of Pipeline Operator Technician Level 14.</p> |
| 14 | Pipeline Operator Technician (Entry) | <p>An Employee that is new to the role and has limited experience within it. The Employee must hold Relevant Trade qualifications and electrical licence and Instrumentation & Control qualifications (Cert 3 or 4).</p> <p>An Employee will remain in this classification until they have been developed and assessed as capable of performing the duties of Pipeline Operator Technician.</p> |
| 16 | Pipeline Operator Technician | <p>An Employee who has the relevant dual trade qualifications (Cert 3) and Licence including electrical and instrumentation trades and experience within the role.</p> <p>An Employee at this level will be able to competently work on nonroutine tasks including complex problem solving, routine and non-routine tasks associated and E&I maintenance and repair of assets.</p> |
| 17 | Senior Pipeline Operator Technician | <p>An Employee who has the relevant dual trade qualifications (Cert 3) and Licence i.e. electrical and instrumentation, experience within the role and is able to complete all specialist, complex, routine, and non-routine tasks associated E&I and Mechanical maintenance and repair of assets.</p> <p>Relevant qualifications and licenses must be held and an Employee at this level will be able to assist with technical project coordination, training and assessing on the job competencies, including mentoring and coaching to pass on knowledge, skills and experience.</p> |

A.4.4 Wage rates (Pipeline Operator Technician)

| Pay Level | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-----------|------------|------------|------------|
| | 3.5% | 3.0% | 3.0% |
| 13 | \$1,962.21 | \$2,021.08 | \$2,081.71 |
| 14 | \$2,028.77 | \$2,089.63 | \$2,152.32 |
| 16 | \$2,270.53 | \$2,338.64 | \$2,408.80 |
| 17 | \$2,289.04 | \$2,357.71 | \$2,428.44 |

A.4 Gas Distribution - Gas Service Technician and Pipeline Technician Stream

A.4.1 Classifications (Gas Service Technician)

| Current Level | Level from commencement of the Agreement | Position Title | Description |
|---------------|--|--|--|
| 4 | 6 | Gas Service Technician (Entry) | <p>A Technician new to the role with limited experience. A Technician will remain in this role until they have developed and can meet the requirements of a Level 7 Technician.</p> <p>Duties include, but are not limited to (in addition to Entry Level and below):</p> <ul style="list-style-type: none"> • Cert 3 in Gas Operations or equivalent • Additional tasks may be required within reason of the individuals ability, training and/or experience • Support on higher level activities |
| 5 | 7 | Gas Service Technician | <p>A Technician at this level will be experienced in the role and fully competent in all activities listed.</p> <p>Duties include but not limited to (in addition to Level 6 and below):</p> <ul style="list-style-type: none"> • First response • Callout roster • Problem solving • Support on assets exceeding 1050kpa – i.e. Trade assistance • I&C meter change, union connection only (excluding secondary inlet pressure) • MDL Meter changes (including cabling connections) • Pipeline Surveillance • Operate, repair and maintain the network up to 1050kpa (excluding low, medium and secondary competency as per Level 10) • Job knowledge transfer • Crew member on Construction and Repair and maintenance activities. |
| 6 | 8G | Gas Service Technician (Level 2) (Grandfathered) | <p>A) An Employee at this level will be required to be able to work on non-routine tasks including problem solving and repairs to pressure reduction equipment and safety devices up to and including 400 kPa.</p> <p style="text-align: center;">OR</p> <p>B) An Employee at this level will be required to be able to work on non-routine tasks including problem solving and repairs to pressure reduction equipment and safety devices up to and including 1050 kPa.</p> |
| 7 | 9G | Gas Service Technician (Level 3) (Grandfathered) | <p>An Employee at this level will be competent to perform the duties addressed in BOTH A & B above in Pay level 6.</p> |

| Current Level | Level from commencement of the Agreement | Position Title | Description |
|---------------|--|-------------------------------|---|
| 8 | 10 | Gas Service Technician | <p>Duties include but not limited to (in addition to Level 7 and below):</p> <ul style="list-style-type: none"> • Low, Medium & Secondary competency, on both metering and Network assets • I&C Meter changes, union connections and flanges (including secondary pressures) and upgrading and downgrading of meter sets (Note: Customer Piping System requires Cert 3 in Plumbing) • Problem solving complex tasks required for the level • Secondary Standby Officer • Crew Leader on Construction and Repair and maintenance activities including supervision of work and crew |
| 9 | 11 | Gas Service Technician | <p>An experienced Technician in all facets of work on the network. This level will have completed the assessments for Site Controller.</p> <p>Duties include but not limited to (in addition to Level 10 and below):</p> <ul style="list-style-type: none"> • Site Controller • Input and champion business led projects • Training and informal assessment • Problem solving complex tasks required for the level • Hot water meters (Cert 3 in Plumbing) <p>An employee at this level will be responsible for, training and assessing on the job competencies (including mentoring and coaching to pass on knowledge, skills and experience).</p> |
| 10 | 12 | Senior Gas Service Technician | <p>This level will only be achieved if there is a business requirement, by appointment only.</p> <p>A Technician at this level will be able to problem solve technical issues across all facets of Distribution. They will also be a key support role for the larger team and will provide technical input and support where required</p> <p>Duties include but not limited to (in addition to Level 11 and below):</p> <ul style="list-style-type: none"> • Cert 4 in Gas Operations or equivalent • Permit issuer • Plumbing licence • Project and field coordination • High degree of problem solving and technical knowledge across Gas Distribution |

A.4.2 Wage rates (Gas Service Technician)

| Current Pay Level | Current Rate of pay | Pay Level from commencement of Agreement | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-------------------|---------------------|--|------------------|-------------|-------------|
| | | | Level 2 increase | 3.0% | 3.0% |
| 4 | \$ 1,494.67 | 6 | \$ 1,577.61 | \$ 1,624.94 | \$ 1,673.69 |
| 5 | \$ 1,536.99 | 7 | \$ 1,619.94 | \$ 1,668.54 | \$ 1,718.59 |
| 6 | \$ 1,577.61 | 8G | \$ 1,675.43 | \$ 1,725.69 | \$ 1,777.46 |
| 7 | \$ 1,619.94 | 9G | \$ 1,702.86 | \$ 1,753.95 | \$ 1,806.56 |
| 8 | \$ 1,675.43 | 10 | \$ 1,738.94 | \$ 1,791.11 | \$ 1,844.84 |
| 9 | \$ 1,702.86 | 11 | \$ 1,767.19 | \$ 1,820.21 | \$ 1,874.81 |
| 10 | \$ 1,738.94 | 12 | \$ 1,831.52 | \$ 1,886.47 | \$ 1,943.06 |

A.4.1 Classifications (Pipeline Technician)

| Current Level | Level from the commencement of the Agreement | Position Title | Description |
|---------------|--|-----------------------------|---|
| 8 | 9 | Pipeline Technician (Entry) | <p>An Employee who has skill and experience within the industry but is new to the role of Pipeline Technician. The Employee will be trained to work on a wide range of activities associated with high pressure steel and nylon pipelines operating up to and including 1050kPa including Standbys and excluding cathodic protection.</p> <p>An Employee would remain in this classification until he/she has been developed and assessed to perform the duties of Pipeline Technician.</p> |
| 11 | 12 | Pipeline Technician | <p>An Employee who has extensive knowledge, skill, and experience within the industry. The Employee will be required to work on a variety of assets, covering a wide range of activities associated with pipeline protection including surveillance patrols, easement maintenance, Standbys & cathodic protection over ALL pressures including trunk pressure.</p> |

A.4.2 Wage rates (Pipeline Technician)

| Current Pay Level | Current Rate of pay | Pay Level from commencement of Agreement | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-------------------|---------------------|--|------------------|-------------|-------------|
| | | | Level 1 increase | 3.0% | 3.0% |
| 8 | \$ 1,675.43 | 9 | \$ 1,702.86 | \$ 1,753.95 | \$ 1,806.56 |
| 11 | \$ 1,767.19 | 12 | \$ 1,831.52 | \$ 1,886.47 | \$ 1,943.06 |

A.5 Repair and Maintenance and Construction Stream

A.5.1 Classifications

| Level | Position Title | Description |
|-------|---------------------------|--|
| 1 | Trade Assistant/ Labourer | <p>An Employee at this level will be required to work within established routines, methods and procedures within the Gas Transmission and Distribution sector both Repair and Maintenance and Construction.</p> <p>Duties include:</p> <ul style="list-style-type: none"> • Work as part of a team on Repairs, Maintenance and Construction activities, including site set up, assisting crews and deliveries • Complete administration tasks and use current and emerging technology • Assist other streams of the business under supervision or instruction |
| 4 | Crew Member | <p>Crew member on Construction and Repair and Maintenance activities.</p> <p>An Employee at this level will be required to work within established routines, methods and procedures. They must be competent to proficiently perform basic tasks in all areas of Repair and Maintenance and Construction.</p> |
| 7 | Crew Leader | <p>An Employee at this level will be required to work within established routines, methods and procedures. They must be competent to proficiently perform basic tasks in all areas of Repair and Maintenance and Construction, including supervision of the work and crew.</p> |

A.5.2 Wage rates

| Pay Level | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-----------|------------|------------|------------|
| | 3.5% | 3.0% | 3.0% |
| 1 | \$1,347.26 | \$1,387.68 | \$1,429.31 |
| 4 | \$1,546.98 | \$1,593.39 | \$1,641.20 |
| 7 | \$1,676.63 | \$1,726.93 | \$1,778.74 |

A.6 Classification Structure Guidelines

- A.6.1 It is not the Employer's intention to replace Pipeline Technicians as a result of the implementation of Gas Service Technician's performing pipeline observation functions.
- A.6.2 The parties believe that the Pipeline Technician role is valid independent specialist role.
- A.6.3 It is not intention of the Employer to require Employees to perform sewerage or roof work.
- A.6.4 The classification structure is presented in working groups for the ease of reading the classification structure, however it is acknowledge by the parties that Employees will work across working groups when required. For the avoidance of doubt the working groups / streams are not intended to be restrictive.
- A.6.5 The Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skills, competence, training and consistent their level or a level lower of the classification structure. Any direction issued by an Employer under this clause is to be consistent with the Employer's responsibilities to provide a safe working environment.
- A.6.6 Both parties agree that the refinement of the classification structure is an ongoing process. Any issues arising from the implementation of this structure will be dealt with firstly in the consultative committee and if not resolved the disputes procedure will apply.
- A.6.7 Employees may be required to assist team members at a higher level in the classification structure e.g. assisting lift equipment, filing, and general duties.
- A.6.8 Employees will be required to undertake roles at the Employee's level and all duties and tasks identified in lower levels.
- A.6.9 Employees will endeavour to work as part of an effective team to share knowledge to assist in the development of the team.
- A.6.10 At the commencement of this Agreement it is not the intention of the Employer to require existing employees to perform functions that are beyond their assessed classification and competency level as prescribed in the classification structure. Should the Employer wish to introduce new skills into a work group, that are currently not prescribed in the classification structure the Employer must consult with the relevant staff and their nominated representatives prior to the introduction of any additional skills.
- A.6.11 Employees may progress to Level 10 under the Gas Distribution Stream subject to assessed competency for the relevant classification level, without limitation.
- A.6.12 The Employer will consider an Employee's health, safety and wellbeing for all tasks performed.

A.7 Movement within the Classification Structure

- A.7.1 The Employer is committed to maintaining a skilled workforce.
- A.7.2 The Employer believes investing in the training and further development of Employees.
- A.7.3 Movement within the classification structure will be determined by the Employer's requirements for the required skill.
- A.7.4 An Employee may make a request to their Team Leader to undertake training. Should the matter not be resolved between the Employee and their Team Leader, it can be referred to the relevant senior manager for review.
- A.7.5 Prior to undertaking training that would affect an Employee's pay, an Employee should discuss if the training will result in a permanent movement within the classification structure or the opportunity to earn higher classification duties.
- A.7.6 Where an Employee engaged in an entry level position can display or believes they have the skills to perform the competent role, the Employee can request to be assessed, and if determined to be competent, the Employee will move from the entry level classification to the competent level classification prior to the completion of twelve (12) months service.

APPENDIX B - LIVING AWAY FROM HOME

B.1 Living Away from Home Options

- B.1.1 The Employer is committed to provide an agreed standard of support, workplace amenities and living conditions for those Employees who are temporarily required to live away from home.
- B.1.2 Employees who are required by the Employer to live away from home for periods of one (1) overnight absence or longer will do so in accordance with the terms and conditions of this clause.
- B.1.3 The Employer in consultation with the affected Employees will choose one of the two options listed for each project. Once an option has been selected it will remain for the period of the project being worked unless otherwise mutually agreed.
- (a) **Option 1** - Employer pays all accommodation, meals, and reimbursement of reasonable out of pocket expenses. Should the Employer require the Employee's to cook, food will be provided by the Employer.
- (b) **Option 2** - The Employer is to provide accommodation and a meal allowance for the relevant meals and an incidentals allowance. Should the Employer pay for a meal the Employee will not be able to claim an allowance for that meal e.g. if breakfast is included with the accommodation cost, the Employee will be entitled to a daily lunch and dinner allowance as follows:

| Daily Allowance | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-----------------|----------|----------|----------|
| Breakfast | \$28.36 | \$29.21 | \$30.08 |
| Lunch | \$31.85 | \$32.80 | \$33.79 |
| Dinner | \$54.38 | \$56.01 | \$57.69 |
| Incidentals | \$29.11 | \$29.99 | \$30.89 |

- B.1.4 For project work mutual agreement may be sought to alter the terms of this clause to ensure we are able to be competitive.

B.2 Accommodation by the Employer

- B.2.1 Where the Employer supplies accommodation, the minimum standard of accommodation is a three (3) star or equivalent in a quality, air-conditioned dwelling with radio/television, bath/shower and toilet facilities. The Employer will supply each Employee with his or her own room.
- B.2.2 Should the Employer provide the Employee with accommodation not meeting the standards set out in Clause B.2.1 above, the Employer will pay one of the following allowances as follows:

| Daily Allowance | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|--------------------------------------|----------|----------|----------|
| Sub Standard Accommodation Allowance | \$18.28 | \$18.83 | \$19.39 |
| Camping Allowance | \$36.34 | \$37.43 | \$38.55 |

B.3 Period Away from Home

- B.3.1. Employees will not be required to work away from home for more than four (4) consecutive weeks without returning home. Notwithstanding shorter or longer periods may be mutually agreed as an outcome of a meeting between the affected Employees and the Employer.

B.4 Vehicles While Away

- B.4.1 Employees may use company motor vehicles for private use whilst living away from home in accordance with the Employer's motor vehicle policy, as amended from time to time.

APPENDIX C - APPRENTICES

C.1 Apprentices

C.1.1 Gas Distribution Industry Specific Apprentice rates are calculated on the Gas Service Technician classification on the following basis:

| Stage | Base Rate |
|----------------------|---------------------|
| 1 st Year | 60% of Pay Level 4 |
| 2 nd Year | 70% of Pay Level 4 |
| 3 rd Year | 100% of Pay Level 4 |

C.1.1.1 Classification level rate payable from the first full pay period following the date specified below:

| Pay Level | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-----------|------------|------------|------------|
| | | 3.5% | 3.0% |
| 4 | \$1,546.98 | \$1,593.39 | \$1,641.20 |

C.1.2 Gas Distribution Licensed Outcome Apprentice rates for Gas/Plumbing Certificate 3 are calculated on the Gas Service Technician classification on the following basis:

| Stage | Base Rate |
|----------------------|--------------------|
| 1 st Year | 45% of Pay Level 7 |
| 2 nd Year | 55% of Pay Level 7 |
| 3 rd Year | 75% of Pay Level 7 |
| 4 th Year | 88% of Pay Level 7 |

C.1.2.1 Classification level rate payable from the first full pay period following the date specified below:

| Pay Level | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-----------|------------|------------|------------|
| | | 3.5% | 3.0% |
| 7 | \$1,676.64 | \$1,726.94 | \$1,778.75 |

- C.1.3 Gas Transmission Trade E&I Apprentice for Pipeline Technician (Entry) and Certificate 3 or 4 Mechanical Engineering Apprentice for Pipeline Operator (Entry). Years 1 to 3 requires class and field experience and field experience only for Year 4.

| Stage | Base Rate |
|----------------------|---------------------|
| 1 st Year | 45% of Pay Level 13 |
| 2 nd Year | 55% of Pay Level 13 |
| 3 rd Year | 75% of Pay Level 13 |
| 4 th Year | 88% of Pay Level 13 |

- C.1.3.1 Classification level rate payable from the first full pay period following the date specified below:

| Pay Level | 1-Dec-21 | 1-Dec-22 | 1-Dec-23 |
|-----------|------------|------------|------------|
| | | 3.5% | 3.0% |
| 13 | \$1,962.21 | \$2,021.08 | \$2,081.71 |

- C.1.4 The Employer will also consider retaining apprentices on completion of their apprenticeship. Any retention will be subject to economic circumstances prevailing at the time, continuing work demand, and the successful performance of the individual apprentice. Any offers of continuing employment will be at the discretion of the Employer.
- C.1.5 The apprentices may be required by the Employer to work outside of Zinfra, from time to time. The Apprentices may have to work with companies other than the Employer in order to acquire the skills necessary to complete an apprenticeship.

C.2 Adult Apprentices

- C.2.1 Where an adult person becomes an apprentice and they were not employed by the Employer immediately prior to becoming an apprentice, they will receive at least the minimum adult wage (as varied from time to time) or the rate prescribed for the relevant level of apprenticeship or traineeship, whichever is the greater.
- C.2.2 Where an adult person was employed by the Employer immediately prior to becoming an adult apprentice with the Employer they will be entitled to maintain their current classification Base Rate of pay immediately prior to becoming an apprentice as varied by this Agreement or the rate of pay applicable to such adult apprentices for the relevant level of the apprenticeship, whichever is the greater.

APPENDIX D - GRANDFATHERED ENTITLEMENTS

D.1 Personal Leave

D.1.1 Employees formerly employed under the AGL Networks and Retail Agreement 1999 and where employed by the Employer prior to 10 February 1999 shall accrue personal leave at the rate of 114 hours per year after service of greater than ten (10) years.

| Emp. No | Employee Name | Emp. No | Employee Name |
|---------|------------------|---------|--------------------|
| 110027 | Allen, Wayne | 111317 | Lesac, Steven |
| 110085 | Avenoso, Tony | 111442 | Mason, Craig |
| 110324 | Caldwell, Rodney | 111491 | McFadden, William |
| 110362 | Cassar, Andrew | 111552 | Michelin, Denis |
| 110395 | Chen, Paul | 111563 | Milne, Andrew |
| 110430 | Clarke, John | 111627 | Murrell, Terry |
| 110503 | Creed, David | 111843 | Puckeridge, Leslie |
| 110507 | Crimston, Scott | 111946 | Rudduck, Scott |
| 110553 | Darcy, Paul | 112096 | Smith, Stephen |
| 110590 | Dean, Clint | 112146 | Stephens, Timothy |
| 110602 | Dengate, Paul | 112176 | Sullivan, Michael |
| 110666 | Drummond, Ian | 112288 | Trimble, Paul |
| 110722 | Eveleigh, Mark | 112338 | Vanderwal, John |
| 110739 | Favretti, Nerio | 112483 | Wiseman, Phillip |
| 110811 | Galasso, Luigino | | |
| 111649 | Newton, William | | |
| 111788 | Peters, Michael | | |
| 110883 | Graham, Ian | | |
| 110885 | Granada, Rex | | |
| 111048 | Hollins, Michael | | |
| 111072 | Howe, Stephen | | |
| 111105 | Irvine, Graeme | | |
| 111228 | King, Trevor | | |
| 111308 | Leavy, Brian | | |

D.2 Long Service Leave

D.2.1 The Employees listed below were originally employed under the pre-1982 Newcastle agreement which provided 52 weeks long service leave on completing thirty (30) years continuous service (less any long service leave entitlement taken under state long service leave legislation). The Employees listed after the completion of thirty (30) years' service will accrue 2.166 weeks long service leave per year. For Employees listed this clause will override the long service leave provision in clause 5.6 (Long Service Leave).

| Emp. No | Employee Name |
|---------|------------------|
| 110722 | Eveleigh, Mark |
| 111317 | Lesac, Steven |
| 112288 | Trimble, Paul |
| 112483 | Wiseman, Phillip |

D.3 Call Out / Standby

D.3.1 For Employees previously engaged under the ex-Gas Companies Award and employed by the Employer prior to 1 January 1990 the following will be read in conjunction with clause 3.8 (Standby / Call Out) and clause 4.6 (Overtime) where there is an inconsistency this clause shall prevail.

D.3.2 Employees when called to work overtime in connection with a Call Out will be paid in accordance with clause 4.6 (Overtime). The Employee will receive a minimum three (3) hours at a Base Rate except on public holidays where a minimum of eight (8) hours Base Rate will apply. For the avoidance of doubt, these Employees receive a minimum of eight (8) hours pay at their Base Rate for each Call Out; therefore if an Employee returns home

after the completion of one Call Out, and is subsequently called out again on the same day, this is considered to be a new Call Out for payment purposes.

D.3.3 An Employee required to be on Standby on a public holiday will be granted a day in lieu.

D.4. RDO Buyout

D.4.1 In lieu of the provisions in clause 5.1.5 the following Employees will accrue two (2) hours per week in lieu of payment. On the first pay period in December each year the Employees will be paid the accrued hours at 1.85 times the Employee's Base Rate:

| Emp. No | Employee Name |
|---------|-------------------|
| 110722 | Eveleigh, Mark |
| 111105 | Irvine, Graeme |
| 112176 | Sullivan, Michael |

D.5 Defined Benefit Superannuation

D.5.1 The Employer affirms its commitment to continue to make contributions as directed by the fund trustee for Employees who are currently members of a defined benefit division of Russell Investments and to maintain the current method of calculating Employees' benefits from the applicable defined benefit division. The Employer will not move an Employee in the defined benefits division out of that division without the Employee's express agreement.

D.5.2 A defined benefit Employee may not nominate a chosen fund.

D.5.3 Payment will be made in accordance with the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties to this Agreement.