

[2012] FWAA 10202

The attached document replaces the document previously issued with the above code on 13 December 2012.

The reference to “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU)’ has been replaced with ‘The Australian Workers’ Union (AWU)’ in paragraph 2.

The reference to ‘AMWU’ has been replaced with ‘AWU’ in paragraph 3.

Rani Tisseverasinghe
Associate to Vice President Watson

Dated: 14 December 2012



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Jemena Management Services Pty Ltd

(AG2012/12747)

JEMENA GAS AND WATER ENTERPRISE AGREEMENT 2012

Oil and gas industry

VICE PRESIDENT WATSON

MELBOURNE, 13 DECEMBER 2012

Application for approval of the Jemena Gas and Water Enterprise Agreement 2012.

[1] An application has been made for approval of an enterprise agreement known as the *Jemena Gas and Water Enterprise Agreement 2012* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Jemena Management Services Pty Ltd.

[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. A written undertaking dated 6 December 2012 concerning shiftworkers in relation to the National Employment Standards and annual leave has been received from the employer. In accordance with s.190(4) the view of the bargaining representative, The Australian Workers' Union (AWU) has been sought in relation to the undertaking. Pursuant to s.191 of the Act the undertaking is taken to be a term of the Agreement. A copy of the undertaking is annexed to this decision and to the Agreement.

[3] The AWU has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54(1)(a), will operate from 20 December 2012. The nominal expiry date of the Agreement is 30 November 2015.

VICE PRESIDENT WATSON

[2012] FWAA 10202

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ABN 36 157 849 520

6 December 2012

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Re: Undertaking to amend the Jemena Gas & Water Enterprise Agreement 2012

1. FWA Matter Number: AG2012/12747
2. The Jemena Gas and Water Enterprise Agreement 2012 was lodged for approval with Fair Work Australia on 26 November 2012.
3. The Agreement does not contain a definition of a shiftworker for the purposes of the National Employment Standards in terms similar to those in Clause 25.1 of the *Gas Industry Award 2010*.
4. Jemena undertakes that the amount of annual leave provided for shift workers will not fall below the provisions of the *Gas Industry Award 2010* or the National Employment Standards.

EXECUTED:

Executed by JEMENA MANAGEMENT SERVICES PTY LTD in the presence of:

Keane

Signature of Witness

Date: 11.12.2012

FRANCENE KEANE

Name of Witness in full

Chin

Signature of authorised representative

Date: 11.12.12

Melinda Chin

Name of authorised representative in full

Signed sealed and delivered by THE AUSTRALIAN WORKERS UNION in the presence of:

Stephen William Leslie

Signature of Witness

Stephen William LESLIE

Name of Witness in full

Beard

Signature of authorised representative

Date: 11.12.2012

GRAEME BEARD

Name of authorised representative in full



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Melinda Chin

Name of authorised representative in full

Beard

Signature of authorised representative

Date: 11.12.2012

GRAEME BEARD

Name of authorised representative in full

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



Jemena Gas and Water Enterprise Agreement 2012

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1 Preliminary

1.1 Intent

- 1.1.1 This Agreement is between Jemena Management Services Pty Ltd (the Employer) and its Employees engaged primarily in the gas and water industries.
- 1.1.2 The Agreement is aimed at enabling the Employer to become a viable and competitive provider of services in the gas and water industries.
- 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 months prior to the nominal expiry date of this Agreement.

1.2 Title

- 1.2.1 This Agreement shall be known as the Jemena Gas and Water Enterprise Agreement 2012.

1.3 Parties

- 1.3.1 This Agreement will be binding on Jemena Management Services Pty Ltd ABN 36 157 849 520 (JMS).
- 1.3.2 Jemena Employees engaged in the classification structure in Appendix B.
- 1.3.3 It is also intended upon approval of the Agreement by FWA that The Australian Workers Union (AWU) will apply to be covered by the Agreement.

1.4 Definitions

- 1.4.1 **Agreement** – shall mean the Jemena Gas and Water Enterprise Agreement 2012.
- 1.4.2 **Base Rate** – shall mean the Base Rate associated with an Employee's relevant classification level.
- 1.4.3 **Call Out** – shall mean being required to attend to work duties outside of the normal work hours.
- 1.4.4 **Casual** - shall mean an Employee engaged by the hour and paid as such.
- 1.4.5 **Consultation / consult** – shall mean 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.
- 1.4.6 **Employee** – means those Employees employed by the Employer subject to this Agreement and includes current and future Employees.
- 1.4.7 **Employee Representative(s)** – is a person selected by the Employees to assist them in their discussion with the Employer or represent their interests. An Employee representative will include an AWU delegate.
- 1.4.8 **Employer** – means Jemena Management Services Pty Ltd - ABN 36 157 849 520 (JMS).
- 1.4.9 **Day Worker** – shall mean an Employee engaged to work within the spread of ordinary hours.
- 1.4.10 **Depot / Office** – shall mean a designated place of work for Jemena Employees.
- 1.4.11 **Early Start** – shall mean an Employee required to attend work two and a half hours or less before an Employee's normal start time (including calls resolved from home) when an Employee is paid a standby allowance.
- 1.4.12 **Fixed Term** - shall mean an Employee engaged for a fixed period of time.
- 1.4.13 **Full Time** – shall mean an Employee engaged on an average of 38 hours per week.
- 1.4.14 **FWA** – means Fair Work Australia
- 1.4.15 **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
- 1.4.16 **Jury service summons** - means a summons or other instruction (however described) that requires a person to attend for, or perform, jury service
- 1.4.17 **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 salary for the Employee's ordinary hours of work being paid to such Employee at the date of injury.

- 1.4.18 **Ordinary Hours** - for day workers are to be an average of 38 per week but not exceeding 152 hours in 28 days. Ordinary hours for shift workers are to be, at the discretion of the Employer, to average 38 hours per week inclusive of meal breaks, over the relevant work cycle.
- 1.4.19 **Ordinary Rate** – shall mean the amount specified in the relevant level in Appendix A divided by 38.
- 1.4.20 **Normal Pay** - is the fixed component of the total salary the Employee receives each week, including any recurring allowances.
- 1.4.21 **Part Time** - shall mean an Employee engaged to work an average less than 38 hours.
- 1.4.22 **Recalled to Work** – shall mean an Employee who is not been paid a standby allowance and who performs call out duties including calls resolved from home
- 1.4.23 **Red Circle** - means an Employee who has had their salary "frozen" as their salary is above their relevant position in the classification structure.
- 1.4.24 **Relevant Trade** – means a trade the Employer requires and deems relevant to the position.
- 1.4.25 **Secondments** – shall mean the Employee will operate in another role for a fixed period due to business requirements.
- 1.4.26 **Specific Task** - shall mean an Employee engaged to complete a specific job/task.
- 1.4.27 **Standby** – shall mean being on the "on call" roster to be readily available for duty in emergency situations.
- 1.4.28 **The Act** – means the Fair Work Act 2009 and its successors.
- 1.4.29 **The Award** – means the Gas Industry Award 2010.
- 1.4.30 **Union** – shall mean The Australian Workers' Union.
- 1.4.31 **Weeks Pay** – shall mean the amount specified in the relevant level in Appendix A.
- 1.4.32 **Work Cycle** – shall mean the roster or pattern of work implemented in a particular work location or department.

1.5 Duration & Incidence

- 1.5.1 This Agreement will commence on the date approved by Fair Work Australia and shall have a nominal expiry date of 30 November 2015.
- 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 B and are engaged to perform repair, maintenance, construction, urgent construction or administrative duties in the gas and water industries.
- 1.6.2 Further, except as otherwise provided in this Agreement, this Agreement replaces all previous agreements written or oral.

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 2010.

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 staff prior to commencement with Jemena will be assessed by the Employer to determine their classification level as per Appendix B.

1.9 Skill Development

- 1.9.1 The Employer and the Employees acknowledge the changing pace of technology in the gas and water industries and the need for Employees to understand those changes and have the necessary skill requirements to keep Jemena 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:
- i. the current and future skill needs of the Employer;
 - ii. the size, structure and nature of the Employer;
 - iii. the need to develop vocational skills relevant to the Employer, Employee and the Industries;
 - iv. operational and customer / client requirements and;
 - v. 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 and water industries. 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 the disputes procedure as contained at Clause 1.17.

1.12 Consultation

- 1.12.1 If the Employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees.
- 1.12.2 The Employer must notify the relevant Employees of the decision to introduce the major change.
- 1.12.3 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 1.12.4 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 1.12.5 In this term, a major change is likely to have a significant effect on Employees if it results in:
- i. the termination of the employment of Employees; or
 - ii. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - iv. the alteration of hours of work; or
 - v. the need to retrain Employees; or
 - vi. the need to relocate Employees to another workplace; or
the restructuring of jobs.

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 AWU and appropriate Employer management representation from Jemena including a HR representative.
- 1.14.3 The Consultative Committee will meet quarterly or on an as needs basis and aims to:
 - i. Enable the Employer and Employees to continuously improve their performance;
 - ii. Ensure that local working conditions are adequate;
 - iii. Develop & foster effective communication, team building and participation within the work location and with other parts of the Employer;
 - iv. To consult regarding changes to policies that impact Employees;
 - v. Review the implementation of the Individual Flexibility Clause;
 - vi. Review the implementation of the classification structure.

1.15 No Extra Claims

- 1.15.1 The parties agree not to pursue any extra claims in relation to the terms of this Agreement.

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 National Employment Standards, 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 an AWU official becoming involved as appropriate.

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 FWA. FWA 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 FWA 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 Any decision of FWA under this clause must be consistent with the requirements of the national code of practice for the construction industry as varied from time to time and the associated implementation guidelines for the national code of practice for the construction industry.
- 1.17.8 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 Jemena to build the business beyond its traditional work within industries. 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 shall be advised in writing of their employment category upon appointment. Employment categories are:
- i. Full-time
 - ii. Fixed term
 - iii. Part-time
 - iv. Casual
 - v. Specific Task

2.3 Part Time Employees

- 2.3.1 Part-time employment is defined as employment for less than 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 No Employee will be forced to convert from permanent full-time employment to permanent part-time employment or vice versa.
- 2.3.3 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.
- 2.3.4 Superannuation benefits/contributions will be applicable on a pro rata basis.
- 2.3.5 Part time Employees will be paid normal time for any agreed additional hours up to and including 38 hours.
- 2.3.6 Additional hours worked above 38 hours per week will be paid at the overtime specified in this Agreement.
- 2.3.7 Part time Employees required to work on a weekend or public holiday will be paid at the overtime multiplier rate as stated in 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 4 hours per shift.
- 2.4.2 A casual Employee shall be paid at the standard rate per hour for the classification in which they are employed, plus an additional 25% 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 day's notice.
- 2.4.4 A casual Employee shall 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 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 5th day of performing such duties.

2.6 Secondments

- 2.6.1 Secondment arrangements are not intended to disadvantage an Employee.
- 2.6.2 Should a secondment occur the Employer will ensure that secondment arrangements are clearly documented and 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 Pursuant to Section 202 of the *Fair Work Act 2009* and notwithstanding any other provision in this Agreement, subject to the requirements set out below the Employer and an Employee may agree to make an individual flexibility arrangement to vary the effect of any of the terms of this Agreement. Such an agreement will be known as an 'Individual Flexibility Agreement'.
- 2.7.2 Employees and the Employer may agree to make an individual flexibility agreement to vary the effect of the agreement if:
- 2.7.3 All Employees except for Service Technicians - The agreement may deal with 1 or more of the following matters:
 - i. Roster days off;
 - ii. Hours of Work
 - iii. Salary Increases
 - iv. Grandfathered Entitlements
 - v. Arrangements for when work is performed
 - vi. Built in overtime component;
 - vii. New job descriptions or duties;
 - viii. Time off in lieu of overtime;
 - ix. Annual leave & other Leave entitlements arrangements;
 - x. Allowances and penalty rates;
 - xi. Superannuation
 - xii. Redundancy
 - xiii. Retirement plans
- 2.7.4 Employees engaged in the role of Service Technician - The agreement may deal with 1 or more of the following matters:
 - i. arrangements about when work is performed
 - ii. overtime rates
 - iii. penalty rates
 - iv. allowances
- 2.7.5 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in Clause 2.7.3 or 2.7.4.
- 2.7.6 the arrangement is genuinely agreed to by the Employer and Employee.
- 2.7.7 The Employer must ensure that the terms of the individual flexibility agreement:
 - i. are about permitted matters under Section 172 of the *Fair Work Act 2009*; and

- ii. are not unlawful terms under Section 194 of the *Fair Work Act 2009*; and
- iii. result in the Employee being better off overall than the Employee would be if no arrangement was made.

2.7.8 The Employer must ensure that the individual flexibility agreement:

- i. is in writing; and
- ii. includes the name of the Employer and Employee; and
- iii. 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
- iv. includes details of:
 - a. the terms of the enterprise agreement that will be varied by the agreement; and
 - b. how the arrangement will vary the effect of the terms; and
- v. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- vi. states the day on which the arrangement commences; and,

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

2.7.10 The Employer or Employee may terminate the individual flexibility agreement:

- i. by giving no less than 28 days written notice to the other party to the agreement; or
- ii. 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 shall 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 45 years of age or more; and has completed at least two 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 salary 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 & 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:

- i. **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.
- ii. **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.
- iii. **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 week notice period is included in this scale. Employees over 45 years of age (with not less that two years continuous service) receive an extra one week's notice in addition to the scale.

Years of Service	No. of Weeks Pay
0 to 1	11
1 to 2	12
3	15
4	17
5	20
6	24
7	28
8	32
9	36
10	40
11 to 12	44
13	45.5
14	49
15	52.5
16	56
17	59,5
18	63
19	66.5

20	70
21	73.5
22	77
23	80.5
24	84
25 and over	87.5

3 Wages, Allowances & Benefits

3.1 Wage Increases

- 3.1.1 Wages rates are set out in Appendix A.
- 3.1.2 All increases are compounding unless otherwise specified in this Agreement.

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 salary increases provided by this Agreement. This lump sum shall be a dollar amount equivalent to the percentage increase of an Employee's current salary. A lump sum payment under this clause will be paid in the first pay period after the salary increase dates in Appendix A.

3.3 Payment of Wages

- 3.3.1 Employee's salaries shall 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 Act.
- 3.3.3 In an effort to rectify payroll issues the Employer will implement the following:
 - i. Change the Pay Periods
 - ii. Where a pay error is due to an error of the payroll department the Employer will rectify pay issues within 48 hours of notification to the Employer.

3.4 Salary Sacrifice

- 3.4.1 The Employer does provide 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 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 salary.
- 3.7.2 **First Aid Allowance** - An Employee who holds a current first aid certificate and is appointed by the Employer as first aid attendant shall be paid First Aid allowance per week as follows:

On Commencement of Agreement	\$15
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- 3.7.3 **Meal Allowance** - It is agreed that there is no meal allowance payable as this has been incorporated into the overtime rates.
- 3.7.4 **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 Field).

3.8 Standby / Callout

- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 Employees called to work overtime under this clause will be paid in accordance with Clause 4.6 (Overtime). The Employee will receive a minimum 3 hours at the Base Rate.
- 3.8.5 Employees who are required by the Employer to resolve calls from home when on stand by 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 4 hours at the Base Rate will be paid.
- 3.8.6 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 at 1.9 times the Base Rate 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.
- 3.8.7 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.
- 3.8.8 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).
- 3.8.9 An Employee who is required by the Employer to be available to standby shall be paid the relevant standby allowance.
- 3.8.10 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.
- 3.8.11 Standby Allowance Amounts
- | | | |
|------|---------------|-------------------|
| i. | Weekly | \$460.00 per week |
| ii. | Monday-Friday | \$ 51.26 per day |
| iii. | Weekend | \$101.85 per day |
- (To be paid in arrears for Standby performed)

3.9 Travelling

- 3.9.1 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.
- 3.9.2 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. For the purposes of this subclause time normally spent in travelling shall be deemed to be not less than 40 minutes one way

3.10 Licence Fees Reimbursement

- 3.10.1 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.

3.11 Superannuation

- 3.11.1 Employer superannuation contributions for all Employees are paid on ordinary time earnings at the rate of 10%, 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.
- 3.11.2 Ordinary Time Earnings (OTE) will be defined in ATO guidelines.
- 3.11.3 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 Employers current default fund is Equip Superannuation.
- 3.11.4 Chifley Financial Services is a registered industry superannuation fund and is endorsed by the Union.
- 3.11.5 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 38 worked between 06:00 and 20:00 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 07:00 – 16:00.
- 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 7 days notice prior to the change in working hours unless mutually agreed.
- 4.1.3 Ordinary Hours of work shall not normally exceed 8 hours per day.
- 4.1.4 Reasonable additional hours beyond 38 hours per week may be required to be worked. All such additional hours shall 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) shall apply.

4.2 Shift Work

- 4.2.1 For ordinary hours worked between 8pm and 6am Monday to Thursday and between 8pm and midnight Friday a loading of 15% of the Base Rate shall apply.
- 4.2.2 For ordinary hours worked between midnight Friday and midnight Saturday a loading of 30% of the Base Rate shall apply.
- 4.2.3 For ordinary hours worked between midnight Saturday and midnight Sunday and on a public holiday a loading of 50% of the Base Rate shall apply.
- 4.2.4 The extra rates prescribed in this clause shall 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 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 shall be allowed a 20 minute paid meal break per shift to be taken at a mutually convenient time.
- 4.2.8 All shift workers working shifts shall be allowed two 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 12 months of continuous service and who is a parent or has responsibility for the care of a child, may request the Employer for a change in working arrangements to assist the Employee to care for the child if the child:
- i. is under school age; or
 - ii. is under 18 and has a disability.
- 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 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 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 10 consecutive hours off duty from when the Employee arrives home and commences work at their usual work base or at their first job which ever 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 10 consecutive hours rest.
- 4.4.3 Notwithstanding the above, in cases where Employees work overtime between the hours of 11:00 pm on one day and 5:00 am on the next, then the 10 consecutive hour rest break will commence from the conclusion of their last period of overtime.
- 4.4.4 The 10 hour break rule will not apply should the Employee perform an early start.
- 4.4.5 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 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 30 minutes. The Employee shall also be entitled to a 10 minute tea break during working hours for each 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 Manager or Incident Controller the 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 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
Public Holidays	2.5

- 4.6.2 Part-time Employees will be paid overtime for all hours worked in excess of 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:
- i. any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
 - ii. the Employee's personal circumstances (including family responsibilities);
 - iii. any other relevant matter.
- 4.6.5 An Employee shall not work for more than 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 4 hours at the Base Rate.
- 4.6.8 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:
- i. The well being of the Employee;
 - ii. The efficient operation of the business;
 - iii. Flexibility to meet the needs of both the Employee and the business;
 - iv. Transparent and effective administration of leave;
 - v. 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 30 days. A leave balance will be made up of all other types of leave not mentioned in 5.1.2.
- i. 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 Day Off (RDO)

- 5.2.1 A full time Employee may work 2 additional hours per week to accrue a rostered day off.
- 5.2.2 The manager 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.
- 5.2.3 RDO rosters may be varied from time to time however the Employer must consult prior to changing RDO rosters.
- 5.2.4 If an RDO falls on a public holiday, another mutually agreed day shall be substituted.
- 5.2.5 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.
- 5.2.6 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 3 days compassionate leave on each occasion which meets one or both of the following circumstances:
- i. 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
 - ii. 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 *Fair Work Act 2009* and will also include an Employee's:
- i. Legal Guardian;
 - ii. Niece or Nephew;
 - iii. Uncle or Aunt;
 - iv. Cousins;
 - v. Grandfather or Grandmother;
 - vi. 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 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 can not 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 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 sick 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 manager prior to the agreed starting time or as soon as is reasonably practicable.
- 5.4.6 Employees on personal leave must advise their manager 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
- i. Employees applying for personal leave for periods in excess of two consecutive working days or to a maximum of 5 single days per annum may be required to provide proof of personal illness or injury to their team leader.
 - ii. 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.
 - iii. 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 manager has the discretion to ask for proof of short-term illness or injury at anytime 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 12 months continuous service are entitled to a maximum of 104 weeks unpaid leave, made up of 52 weeks inclusive of paid and unpaid leave and a request for an extension of a further 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 Act.
- 5.5.2 Subject to the completion of one year's continuous service a maximum of fourteen weeks paid parental leave is available to the parent who is the primary carer per pregnancy or adoption of a child under 5 years of age. The fourteen weeks paid parental leave may be taken at half pay over twenty-eight weeks. A maximum of two 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.
- 5.5.3 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 E.
- 5.6.4 Employees accrue 13 weeks Long Service Leave following the completion of ten 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 3 months' notice by the Employer.
- 5.6.6 Long service leave should generally be taken in blocks of 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 5 years where terminated by the Employer for reasons other than misconduct, or due to illness or pressing domestic necessity.

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 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, he or she 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 other activities prescribed in the applicable legislation.
- 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 Transfer Conditions

- 5.9.1 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 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.
- 5.9.2 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.

5.10 Annual Leave

- 5.10.1 Every Employee (other than a casual Employee) shall accrue annual leave as follows:
- i. An Employee who works shift work where three shifts per day are worked over a period of seven days per week will in accordance with the National Employment Standards 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
 - ii. In all other cases, Employees will accrue four 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.
- 5.10.2 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. Calculation of annual leave entitlements will be in hours.
- 5.10.3 A period of annual leave shall be exclusive of any public holiday which may occur during the period of annual leave and may be paid in advance, if indicated by the Employee, at the ordinary rate payable to the Employee immediately prior to his or her period of leave.
- 5.10.4 In respect to annual leave entitlements to which this clause applies, annual leave pay (including any proportionate payments) shall be calculated as follows:
- i. Shift Workers – Subject to provision hereof the rate of salary to be paid to a shift worker shall 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.

- ii. All 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 salary rate as prescribed by the Agreement for the period of the leave (excluding shift premiums and weekend penalty rates).

- 5.10.5 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.
- 5.10.6 Unless otherwise agreed between the Employer and the Employee, the Employer may give an Employee at least fourteen days' notice of the date from which the annual leave shall be taken.
- 5.10.7 Examples of when Employees may be directed to take annual leave may include a shut down of the business (or a part of the business) for a period of time, or in accordance with Clause 5.1 (Management of Leave).

5.11 Public Holidays

- 5.11.1 An Employee shall be entitled to all NSW gazetted public holidays without loss of pay including New Years Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queens Birthday, and Labour Day.
- 5.11.2 Jemena 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 shall 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 shall either:
 - i. work these public holidays at normal time and accrue an alternate day off; or
 - ii. 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 is already paid the Base Rate as part of the Employee's normal pay).

5.12 Blood Donors Leave

- 5.12.1 Each Employee shall be afforded two (2) hours leave with pay twice each calendar year or more frequently 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:
 - i. 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 salary for the Employee's ordinary hours of work being paid to such Employee at the date of the injury
 - ii. Make up pay shall be payable for a maximum period or aggregate period in no case exceeding a total of 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 the disputes procedure in this Agreement.
- 6.2.2 The Employer will recognise and respect the role that AWU Delegates elected by Employees as Employee representatives within the workplace. AWU Delegates will be treated fairly and to perform, their role as an Employee representative without any discrimination in their employment.
- 6.2.3 AWU 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. AWU delegates will be allowed reasonable time to prepare for and participate in collective bargaining; the consultation and dispute resolution procedure; and attend industrial tribunals and/or courts where relevant to the workplace.
- 6.2.5 AWU delegate(s) whilst undertaking their duties can call upon the assistance or involvement of an AWU official. To remove any doubt this does not remove the requirement of an official to comply with the right of entry provisions as set out in The Act.
- 6.2.6 The Employer will provide paid time for AWU 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 days training per annum and attendance at the AWU 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 provides notice boards to communicate relevant information to the workforce.

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 Employee 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 & 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 & 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 shall provide Employees with work wear where required by the Employer.
- 7.2.2 Employees shall be issued with a reasonable supply of clothing on commencement. 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

- 7.3.1 Employees where required 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

Signed by: 
For and on behalf of Jemena Management Services Pty Ltd

Date: 22 NOVEMBER 2012

Print Name: PETER BOWDEN

Authority to Sign: GENERAL MANAGER - GAS OPERATIONS

Witnessed by: 

Date: 22 NOVEMBER 2012

Print Name: FRANCENE KEANE

Signed by: 
On behalf of the Employees

Date: 26. 11. 2012

Print Name: R. K. COLLISON

Authority to Sign: STATE SECRETARY

Witnessed by: 

Date: 26 NOV 2012

Print Name: GRAEME BEARD

Appendix A – Wages

Pay Level	Current Base Rate	On Signing of the Agreement	1-Jul-13	1-Jul-14	1-Jul-15
		2.00%	3.50%	3.50%	2.00%
1	\$968.77	\$988.15	\$1,022.73	\$1,058.53	\$1,079.70
2	\$1,050.65	\$1,071.66	\$1,109.17	\$1,147.99	\$1,170.95
3	\$1,078.38	\$1,099.95	\$1,138.45	\$1,178.29	\$1,201.86
4	\$1,112.39	\$1,134.64	\$1,174.35	\$1,215.45	\$1,239.76
5	\$1,143.88	\$1,166.76	\$1,207.59	\$1,249.86	\$1,274.86
6	\$1,174.11	\$1,197.59	\$1,239.51	\$1,282.89	\$1,308.55
7	\$1,205.61	\$1,229.72	\$1,272.76	\$1,317.31	\$1,343.66
8 – OFFICE	\$1,237.11	\$1,261.85	\$1,306.01	\$1,351.73	\$1,378.76
8 - FIELD	\$1,237.11	\$1,271.85	\$1,316.36	\$1,362.44	\$1,389.69
9	\$1,267.34	\$1,292.69	\$1,337.93	\$1,384.76	\$1,412.45
10	\$1,294.18	\$1,320.06	\$1,366.27	\$1,414.09	\$1,442.37
11	\$1,315.21	\$1,341.51	\$1,388.47	\$1,437.06	\$1,465.80
12	\$1,363.08	\$1,390.34	\$1,439.00	\$1,489.37	\$1,519.16
13	\$1,410.96	\$1,439.18	\$1,489.55	\$1,541.68	\$1,572.52
14	\$1,458.83	\$1,488.01	\$1,540.09	\$1,593.99	\$1,625.87
15	\$1,572.20	\$1,603.64	\$1,659.77	\$1,717.86	\$1,752.22
16	\$1,632.67	\$1,665.32	\$1,723.61	\$1,783.94	\$1,819.61
17	\$1,645.97	\$1,678.89	\$1,737.65	\$1,798.47	\$1,834.44

It is agreed between the parties that any there will be no further wage increases sought to be paid prior to the 1 January 2016 unless otherwise agreed between the parties.

Appendix B - Classifications

B.1 Classification Structure

Support and Administration Stream

Level	Position Title	Description
3	Entry Administration Officer	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 can not 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
5	Entry Communications Officer	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 can not fulfil the full functions required by a Communications Officer.
7	Communications Officer	An Employee who has relevant industry knowledge / experience within the role and is able to complete all routine and non routine tasks, including tasks involving customer assistance, classification and prioritisation of jobs and general duties.
7	Entry Scheduler	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 can not fulfil the full functions required by a Scheduler.
8 (Office)	Network Connection Officer	An Employee who has relevant industry knowledge and experience within the role and is able to complete routine and non routine tasks required not limited to verification and entry of metering data for billing and coordinate connections of new services
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.
9	Entry Incident Planner	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. However if an Employee is deemed to be fully competent able to work independently with relevant industry knowledge will be eligible for review prior to the 12 month review. An Employee would remain in this classification beyond 12 months if the Employee can not fulfil the full functions required by an Incident Planner.
12	Incident Planner	An Employee who has relevant industry knowledge and, experience within the role and is able to complete all complex, routine and non routine tasks required. This will include management of routine work and emergency situations

Procurement, Field & General Stream

Level	Position Title	Description
1	General Duties Labourer	An Employee at this level performs work from instructions & 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.
3	Mains & Service Layer (Level 1)	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 including laying services and mains.
4	Mains & Service Layer (Level 2)	An Employee at this level will be required to work within established routines, methods and procedures. They must be competent to proficiently perform tasks working on a variety of assets including laying services and mains. In addition, they must be competent proficiently perform additional specialist tasks such as safely operate excavation machinery around asset infrastructure.
5	Mains & Service Layer (Crew Leader)	An Employee at this level will be required to work within established routines, methods and procedures. They must be competent to proficiently perform tasks including supervising of laying services and mains and the ability to organise resources.
2	Entry Delivery Driver / Store Person	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 License) 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	Entry Measurement Technician	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 can not 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	Entry Field Officer	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 can not fulfil the full functions required by a Field Officer.
14	Field Officer	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 restoration & construction of the network.

Technical, Coordinator & Project Stream

Level	Position Title	Description
12	Entry Industrial Inspector	An Employee that is new to the role and holds equivalent trade qualification and has limited experience with the role. Generally it would take 12 months to gain relevant experience. An Employee would remain in this classification beyond 12 months if the Employee can not fulfil the full functions required by a Industrial Inspector.
15	Industrial Inspector	An Employee, who has relevant qualifications, holds relevant trade qualification and experience within the role and is able to complete audits and approvals on all new and updated commercial and industrial appliances that have not been Australian Gas Association (AGA) approved to ensure that they meet with regulatory compliance and complete specialist, complex and routine and non routine tasks required.
12	Entry Technical Coordinator	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 can not fulfil the full functions required by a Technical Coordinator.
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	Entry Field Coordinator	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 can not 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 is able to perform complex and routine tasks and to coordinate, plan, monitor and assess tasks required. 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, repairs and maintenance, and high pressure when required.
14	Entry Project Coordinator	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 can not 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.

Mechanical High Pressure and E&I Stream

Level	Position Title	Description
9	Entry Mechanical High Pressure Technician	An Employee that is new to the role and has limited experience with in it. The Employee must hold a relevant trade qualification (Cert III) i.e. Mechanical/Fitter qualifications. An Employee would remain in this classification until he/she has been developed and assessed as capable of performing the duties of Mechanical High Pressure Technician
11	Mechanical High Pressure Technician (Level 1)	A) An Employee who has the relevant trade qualification (CERT III) i.e. Mechanical/Fitter qualifications, experience within the role. An Employee at this level will be required to competently work on non routine tasks including problem solving and has been developed and assessed as capable of performing the duties of Mechanical High Pressure Technician. OR B) An Employee who has the relevant trade qualification (CERT III) i.e. Mechanical/Fitter qualifications, experience within the role and is trained and competent in all aspects of drilling & hot tapping up High Pressure Mains & Services.
12	Mechanical High Pressure Technician (Level 2)	An Employee at this level will be competent to perform the duties addressed in BOTH A & B (From Level 11). An Employee who has the relevant trade qualification (CERT III) i.e. Mechanical trade qualification, 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 network.
13	Mechanical High Pressure Technician (Level 3)	An Employee who has the relevant trade qualification (CERT III) i.e. Mechanical trade qualification, experience within the role and is able to complete specialist, complex, routine, & non routine tasks associated with the maintenance, repair, and overhauls of the networks and compressor stations.
13	Entry E & I Technician	An Employee that is new to the role and has limited experience within it. The Employee must hold relevant trade qualifications, (Cert III) and Electrical Licence & be qualified or undergoing Instrumentation qualifications (Cert III). An Employee will remain in this classification until they have been developed & assessed as capable of performing the duties of E & I Technician.
15	E & I Technician	An Employee who has the relevant dual trade qualifications (CERT III) and Licence including Electrical & Instrumentation trades & experience within the role. An Employee at this level will be required to competently work on non routine tasks including complex problem solving, routine and non-routine tasks associated and E & I maintenance and repair of assets.
16	E & I Technician – Specialist	An Employee who has the relevant dual trade qualifications (CERT III) and Licence i.e. Electrical & Instrumentation, experience within the role and is able to complete all specialist, complex, routine, and non routine tasks associated E & I maintenance and repair of assets, e.g – compressor stations. Relevant qualifications and licenses must be held.
15	Entry HP Specialist / Multi Trade Technician	An Employee that is new to the role and has limited experience with in it. The Employee where required by the Employer, must hold relevant tri-trade qualifications required by the Employer, (Cert III) and Licences. Generally it would take 12 months to gain relevant experience. An Employee would remain in this classification beyond 12 months if the Employee can not fulfil the full functions required by a Specialist / Multi Trade Technician.
17	HP Specialist / Multi Trade Technician	An Employee at this level shall work as a specialist. The Employee shall possess a high level of technical skills, and when required by the Employer, will maintain tri qualifications / licences required by the Employer to work on a variety of assets (e.g. Electrical, Instrumentation and Plumbing).

Gas Service Technician (GST) & Pipeline Patrol Stream

Level	Position Title	Description
	Gas Service Technician (Trainee)	(Salary = 60% first year / 70% Second year of Entry Gas Service Technician – GST).
4	Entry Gas Service Technician	An Employee that is new to the role and has limited experience with in it. An Employee would remain in this classification until he/she has been developed and assessed as able to perform the duties of Service Technician (Level 1).
5	Gas Service Technician (Level 1)	An Employee at this level will be required to work within established routines, methods and procedures. They must be able to organise resources and respond to Emergency Situations (Response) on the Network(s). They must be able to work on distribution systems up to and including 400kpa. This will include but not limited to establishing and maintaining a safe worksite, investigating and resolving gas escapes, supply defects and operating and maintaining the equipment required to perform the role.
6	Gas Service Technician (Level 2)	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. OR 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.
7	Gas Service Technician (Level 3)	An Employee at this level will be competent to perform the duties addressed in BOTH A & B above in Pay level 6.
8 (Field)	Gas Service Technician (Level 4)	An Employee at this level will be required to competently work on non routine tasks including problem solving and repairs to pressure reduction equipment and safety devices up to and including 1050 kPa (as per Service Technician Level 3). Employees at this level also perform additional tasks which may include but not limited to any of the following: <ul style="list-style-type: none"> • I&C Meter Set changes; • Upgrading and downgrading of the meter sets (excluding pipe work); • Pipeline patrol including standby's (where there is not a designated pipeline patrol group); • Routine problem solving on assets exceeding 1050kpa (where there is not a designated high pressure group).
8 (Field)	Entry Pipeline Technician (Pipeline Patrol)	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 stand-by's and excluding cathodic protection. An Employee would remain in this classification until he/she has been developed and assessed to perform the duties of Pipeline Technician.
11	Pipeline Technician (Pipeline Patrol)	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, stand-bys & cathodic protection over ALL pressures including trunk pressure.

Trades Specific Stream

Level	Position Title	Description
7	Entry Tradesperson	An Employee engaged at this level is new to the role and has limited experience with in it. Generally it would take 12 months to gain relevant experience. Relevant experience will include all Service Technician tasks, and other trade associated duties. An Employee would remain in this classification beyond 12 months if the Employee can not fulfil the full functions required by a Service Technician Level 3. An Employee at this level, where required by the Employer, will hold a relevant trade qualification (Gas / Plumbing) (CERT III).
8 (Field)	Tradesperson (Level 1)	An Employee engaged at this level will be required to perform a wide variety of routine and complex tasks in addition to technician duties specified in this level and previous levels. This work will be performed on a variety of assets. An Employee at this level will hold an equivalent trade qualification as defined by the Employer (CERT III). An Employee at this level will have a high level of experience within the industry.
9	Tradesperson (Level 2)	An Employee engaged at this level will be required to perform a wide variety of complex tasks in addition to technician duties specified in previous levels. This work will be performed on a variety of assets. An Employee at this level will hold a relevant trade qualification (CERT III) an Employee at this level will have a high level of experience within the industry.
10	Tradesperson (Level 3)	An Employee engaged at this level will possess a high level of knowledge, skills and experience. The Employee will be responsible for assisting/sharing knowledge in regards to resolving highly complex tasks on a variety of assets. The Employee will perform a wide variety of highly complex tasks. An Employee at this level will hold plumbing or relevant trade qualification (CERT IV) and plumbing (or relevant) licence.
11	Multi Skilled Technician	An Employee at this level will possess a high level of knowledge, skills and experience. The Employee will be responsible for resolving highly complex tasks, steel mains works, auditing, cathodic protection surveys & pipeline patrols, assisting with routine mechanical maintenance on a variety of distribution and transmission assets. An Employee at this level where required by the Employer, will hold a relevant trade qualification (CERT III) or (CERT IV) and appropriate licence.

B.2 Classification Structure Guidelines

- B.2.1 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.
- B.2.2 The parties believe that the Pipeline Technician role is valid independent specialist role.
- B.2.3 It is not intention of the Employer to require staff to perform sewerage or roof work.
- B.2.4 If there is a requirement for staff to work on water, interest would be sought from staff with the skills to do the work required.
- B.2.5 Prior to introducing water work into the business the Employer shall consult with the relevant Employees and their selected representatives.
- B.2.6 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.
- B.2.7 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.
- B.2.8 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.
- B.2.9 Employees may be required to assist staff at a higher level in the classification structure .e.g. assisting lift equipment, filing, and general duties.
- B.2.10 Employees will be required to undertake roles at the Employee's level and all duties and tasks identified in lower levels.
- B.2.11 Employees will endeavour to work as part of an effective team to share knowledge to assist in the development of the team.
- B.2.12 At the commencement of this Agreement it is not the intention of the Employer to require existing staff to perform functions that are not currently required. Should the Employer wish to introduce new skills into a work group, the Employer must consult with the relevant staff and their nominated representatives prior to the introduction of any additional skills.

B.3 Movement within the Structure

- B.3.1 The Employer is committed to maintaining a skilled workforce.
- B.3.2 The Employer believes investing in the training and further development of our staff.
- B.3.3 Movement within the classification structure will be determined by the organisations requirements for the required skill.
- B.3.4 An Employee can request their manager to undertake training. Should the matter not be resolved between the Employee and there manager it can be referred to relevant Group Manager for review.
- B.3.5 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 class duties.
- B.3.6 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 12 months service.

Appendix C – Living Away From Home

C.1 Living Away from Home Options

- C.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.
- C.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 as follows:
- C.1.3 The Employer in consultation with the affected Employees will choose one of the 2 options listed for each project. Once an option has been selected it shall remain for the period of the project being worked unless otherwise mutually agreed.

- i. **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.
- ii. **Option 2.** The Employer is to provide accommodation and a meal allowance for the relevant meals and an incidentals allowance of \$25. 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 the lunch and dinner allowance:

Meal	On Approval
Breakfast	\$24.35
Lunch	\$27.35
Dinner	\$46.70

- C.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.

C.2 Accommodation by the Employer

- C.2.1 Where the Employer supplies accommodation, the minimum standard of accommodation is a three 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.
- C.2.2 Should the Employer provide the Employee with accommodation not meeting the standards set out in Clause C.2.1, the Employer will pay one of the following allowances:
 - i. Sub Standard Accommodation Allowance \$15.70 per day
 - ii. Camping Allowance \$31.20 per day

C.3 Period away from home

- C.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.

C.4 Vehicles while away

- C.4.1 Employees may use company motor vehicles for private use whilst living away from home. In accordance with the company motor vehicle policy as amended from time to time.

Appendix D – Apprentices / Trainees

D.1 Apprentices

D.1.1 Apprentice rates are calculated on the Entry Tradesperson classification on the following basis:

i.	1 st Year	45% of Pay Level 7
ii.	2 nd Year	55% of Pay Level 7
iii.	3 rd Year	75% of Pay Level 7
iv.	4 th Year	88% of Pay Level 7

D.1.2 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.

D.1.3 The apprentices may be required by the Employer to work outside of Jemena, 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.

D.2 Trainees

D.2.1 The rate of pay for Trainees is calculated on the Entry Gas Service Technician classification on the following basis:

i.	1 st Year	60% of Pay Level 4
ii.	2 nd Year	70% of Pay Level 4

D.3 Adult Apprentices/Trainees

D.3.1 Where an adult person becomes an apprentice or trainee and they were not employed by the Employer immediately prior to becoming an apprentice or trainee, 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.

D.3.2 Where an adult person was employed by the Employer immediately prior to becoming an adult apprentice or trainee with the Employer they will be entitled to maintain their current EA Classification Base Rate of pay immediately prior to becoming an apprentice or trainee as varied by this Agreement or the rate of pay applicable to such adult apprentices or trainees for the relevant level of the Apprenticeship or Traineeship which ever is the greater.

Appendix E – Grandfathered Entitlements

E.1 Sick Leave

E.1.1 Employees formerly employed under the AGL networks and retail agreement 1999 and where employed by the Employer prior to the 10th February 1999 shall accrue personal leave at the rate of 114 hours per year after service of greater than 10 years.

Emp. No	Surname, First Name	Emp. No	Surname, First Name	Emp. No	Surname, First Name
112338	Vanderwal, John	110213	Black, Vesna	110074	Arnold, David
110283	Bullivant, Gregory	110027	Allen, Wayne	111543	Merriman, Ian
111069	Howard, Stephen	112215	Tasker, David	111072	Howe, Stephen
111405	Maley, Peter	112239	Thompson, Christine	110996	Hayward, Rosalyn
112393	Warden, Glenn	110590	Dean, Clint	111995	Scheffer, Stephen
110324	Caldwell, Rodney	112091	Smith, Peter	111850	Quayle, Brett
111393	Magro, Andrew	110282	Bull, Mark	111308	Leavy, Brian
111425	Marjanovic, Zivan	110760	Findlay, Stuart	110773	Fogarty, Ian
110212	Black, Lionel	112357	Viney, Donald	110362	Cassar, Andrew
110395	Chen, Paul	111843	Puckeridge, Leslie	111238	Kirkwood, Robert
111501	McIntosh, Stuart	111442	Mason, Craig	111877	Rawiri, Michael
111325	Lewis, Wayne	111228	King, Trevor	110980	Hatton, Elizabeth
110623	Digiglio, Robert	111849	Pye, Stephen	111346	Lombardo, Angela
111596	Morrison, Robert	110553	Darcy, Paul	111649	Newton, William
110204	Bishop, Arthur	110026	Allen, Robert	110885	Granada, Rex
112288	Trimble, Paul	111491	McFadden, William	111563	Milne, Andrew
111014	Hennell, Timothy	111048	Hollins, Michael	110883	Graham, Ian
111381	Mace, Samuel	112137	Stanley, Mark	111805	Pirto, Marisa
110192	Beynon, Phillip	111788	Peters, Michael	111520	McMahon, Scott
112087	Slater, Anthony	110739	Favretti, Nerio	110264	Brown, Anthony
111537	Meekings, Christopher	110503	Creed, David	111809	Player, Brett
111919	Robertson, Kevin	112176	Sullivan, Michael	110430	Clarke, John
112165	Strange, Richard	111105	Irvine, Graeme	112414	Weinert, Rhonda
110166	Beith, Paul	111827	Pouzet, Louis	112248	Thurston, Anthony
111552	Michelin, Denis	111946	Rudduck, Scott	112413	Weinert, Joseph
112322	Ussia, Antonio	111340	Lindsay, Martin	112120	Southgate, Gordon
111627	Murrell, Terry	112005	Schuler, Michael	111265	Kouendaris, Vicki
110722	Eveleigh, Mark	110014	Akinpetide, Joshua	110666	Drummond, Ian
111676	O'Brien, Steven	110233	Botham, David	111947	Rudgley, Luke
112230	Theodoropoulos, Constanti	110085	Avenoso, Tony	111503	McIntyre, Ian
110836	Giannasca, Maurice	110602	Dengate, Paul	112317	Woods, Keith
112096	Smith, Stephen	110507	Crimston, Scott	112317	Upton, Robert
111317	Lesac, Steven	110811	Galasso, Luigino	112483	Wiseman, Phillip
110882	Graham, Lance	112146	Stephens, Timothy	110233	Botham, David

E.2 Long Service Leave

E.2.1 The Employees listed below were originally employed under the pre-1982 Newcastle Agreement which provided - 52 weeks long service leave on completing 30 years Continuous Service (less any long service leave entitlement taken under State Long Service Leave Legislation). The Employees listed after the completion of 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).

- i. Robert Morrison
- ii. Paul Trimble
- iii. Anthony Slater

- iv. Paul Beith
- v. Mark Eveleigh
- vi. Craig O'Brien
- vii. Steven Lesac
- viii. Lance Graham
- ix. Phillip Wiseman

E.3 Call Out / Standby

- E.3.1 For Employees previously engaged under the ex Gas Companies Award and employed by the Employer prior to 1st January 1990 the following will be read in conjunction with Clause 3.8 (Standby/Callout) and Clause 4.6 (Overtime) where there is an inconsistency this clause shall prevail.
- E.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 3 hours at a Base Rate except on public holidays where a minimum of 8 hours Base Rate will apply.
- E.3.3 An Employee required to be on standby on a public holiday will be granted a day in lieu.

E.4. RDO Buyout

- E.4.1 In lieu of the provisions in Clause 5.2 the following Employees will accrue 2 hours per week in lieu of payment. On the 1st pay period in December each year the Employees will be paid the accrued hours at 1.85 times the Employee's Base Rate:
 - i. Mark Eveleigh
 - ii. Richard Strange
 - iii. Tony Ussia
 - iv. Michael Sullivan
 - v. Graeme Irvine

E.5 Defined Benefit Superannuation

- E.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.
- E.5.2 A Defined Benefit Employee may not nominate a chosen fund.
- E.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.



Jemena

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6 December 2012

Fair Work Australia
Vice President Watson
Level 8, Terrace Tower
80 William Street
East Sydney NSW 2011

Re: Undertaking to amend the Jemena Gas & Water Enterprise Agreement 2012

1. FWA Matter Number: AG2012/12747
2. The Jemena Gas and Water Enterprise Agreement 2012 was lodged for approval with Fair Work Australia on 26 November 2012.
3. The Agreement does not contain a definition of a shiftworker for the purposes of the National Employment Standards in terms similar to those in Clause 25.1 of the *Gas Industry Award 2010*.
4. Jemena undertakes that the amount of annual leave provided for shift workers will not fall below the provisions of the *Gas Industry Award 2010* or the National Employment Standards.

EXECUTED:

Executed by JEMENA MANAGEMENT SERVICES PTY LTD in the presence of:

Keane

Signature of Witness

Date: 11.12.2012

FRANCENE KEANE

Name of Witness in full

Chin

Signature of authorised representative

Date: 11.12.12

Melinda Chin

Name of authorised representative in full

Signed sealed and delivered by THE AUSTRALIAN WORKERS UNION in the presence of:

Leslie

Signature of Witness

Stephen William LESLIE

Name of Witness in full

Beard

Signature of authorised representative

Date: 11.12.2012

GRAEME BEARD

Name of authorised representative in full