



AusNet Gas Services Pty Ltd

Gas Access Arrangement Review 2018–2022

Appendix 2F: Enterprise Bargaining (Gas) Agreement 2014

Submitted: 16 December 2016





DECISION

Fair Work Act 2009

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

AusNet Gas Services Pty Ltd
(AG2014/9248)

AUSNET SERVICES (GAS) AGREEMENT 2014

Oil and gas industry

COMMISSIONER JOHNS

MELBOURNE, 18 NOVEMBER 2014

Application for approval of the AusNet Services (Gas) Agreement 2014.

[1] On 3 October 2014 AusNet Gas Services Pty Ltd (**Applicant**) made an application for approval of the *AusNet Services (Gas) Agreement 2014* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

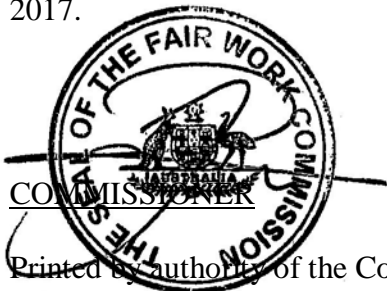
[2] The Agreement was lodged outside the 14 day timeframe prescribed by s 185(3)(a) of the Act. The Applicant advised that the Agreement was lodged late due to the Australian Workers' Union (**AWU**) needing to communicate with all of its branches before signing the Agreement. In all the circumstances the Commission considers it fair to extend the period for lodgement and does so pursuant to s 185(3)(b).

[3] The Applicant has provided written undertakings. A copy of the undertakings is attached as Annexure A. The Commission is satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. In any case, the AWU has indicated its acceptance of the undertakings.

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

[5] The AWU, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2), the Commission notes that the Agreement covers this organisation.

[6] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 25 November 2014. The nominal expiry date of the Agreement is 1 September 2017.



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ANNEXURE A



12 November 2014

Conciliation Commissioner Johns
Fair Work Australia
11 Exhibition Street
Melbourne VICTORIA 3000

Locked Bag 14051
Melbourne City Mail Centre
Victoria 8001 Australia
T: 1300 360 795
www.ausnetservices.com.au

Dear Commissioner Johns

Re: AG2014/9248 AusNet Gas Services Pty Ltd T/A AusNet Services Undertaking

I confirm that AusNet Services is willing to provide the following undertaking in relation to Clause 38 "Introduction of Change":

AusNet Gas Services Pty Ltd T/A AusNet Services undertakes that Clause 38 will be applied to require consultation with employees about a change to their regular roster or ordinary hours of work by (1) the provision of information to employees about the change and (2) to invite employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities and (3) for the Company to consider any views given by the employees about the impact of the change.

Consistent with the existing provisions of Clause 38 "Introduction of Change", employees are able to have representation for the purposes of these consultations.

Yours Sincerely

A handwritten signature in cursive script that reads "cel. Butler".

Maryann Butler
Workplace Relations Manager
AusNet Services

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.

AusNet Services (Gas) Agreement 2014

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PART 1 – FORMAL REQUIREMENTS

1. TITLE

This Agreement is made under the *Fair Work Act 2009* and shall be known as the AusNet Services (Gas) Agreement 2014

2. APPLICATION AND PARTIES BOUND

This agreement applies to:

AusNet Services Networks (Gas) Pty Ltd (**ABN 43 086 015 036**);

The Australian Workers' Union; and

All employees of the company who fall within the classification descriptors set out in Schedule 2.

3. RELATIONSHIP TO AWARDS AND AGREEMENTS

This agreement expressly excludes and displaces all prior industrial agreements and awards and operates to the exclusion of the Gas Industry Award 2010.

4. OPERATIVE DATE AND DURATION

This Agreement will come into effect 7 days after approval by the Fair Work Commission and will have a nominal expiry date of 1 September 2017.

5. FUTURE AGREEMENT

Discussions concerning a new agreement to replace this agreement will commence within 6 months of the nominal expiration date of this agreement.

6. POSTING OF AWARD AND AGREEMENT

Copies of this Agreement will be displayed in places readily visible and accessible to all parties covered by this Agreement including electronic means.

7. NO EXTRA CLAIMS

The union and employees who are bound by this agreement other than subject to an application to vary this agreement under the Fair Work Act 2009, agree not to pursue any extra or further claims, during the period of operation of this agreement.

8. DEFINITIONS

Employee(s): Shall mean employee(s) of AusNet Services Networks (Gas) Pty Ltd

The Company: Shall mean AusNet Services Networks (Gas) Pty Ltd

Union: Shall mean the Australian Workers' Union (AWU)

9. DISPUTE RESOLUTION

9.1 This procedure applies with respect to the following matters:

(a) The terms of this agreement;

(b) A matter that would fall within the scope of "permitted matters" as defined by the Fair Work Act 2009 (excluding "unlawful content" as defined by the Fair Work Act 2009); and

(c) The National Employment Standards (including refusal of a request for flexible working arrangements or refusal of a request for an extension to unpaid parental leave).

9.2 In the event of a dispute in relation to a matter identified in clause 9.1, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant manager.

9.3 If such discussions do not resolve the dispute, then the matter will be escalated for discussions between the employee or employees concerned and more senior levels of management as appropriate.

9.4 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute.

9.5 If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution, initially by mediation and / or conciliation.

9.6 If the dispute or grievance is not settled as a result of conciliation either party may request that the FWC proceed to determine the dispute or grievance by arbitration.

9.7 The parties agree to be bound by any decision made by the FWC, subject to either party exercising a right of appeal against the decision to a Full Bench of the FWC.

9.8 If arbitration is necessary the FWC may exercise all the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

9.9 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to their health or safety.

9.10 The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

PART 2 – TYPES OF EMPLOYMENT

10. TYPES OF EMPLOYMENT

Employees may be engaged in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

At the time of engagement an employer will inform each employee in writing of the terms of engagement and in particular whether they are to be full-time, part-time or casual.

10.1 Full-time employee

A full-time employee is one who is engaged to work an average of 37.5 ordinary hours per week.

10.2 Part-time employee

A part-time employee is an employee who:

is engaged to work an average of fewer than 37.5 ordinary hours per week;

has reasonably predictable hours of work; and

receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

A part-time employee must be engaged for a minimum of four consecutive hours on any shift.

10.3 Casual employee

A casual employee is one engaged by the hour and paid as such.

A casual employee will be paid an hourly rate of 1/37.5 of the minimum weekly rate prescribed for the relevant classification, plus a loading of 25%.

10.4 Termination of employment

10.4.1 In order to terminate the employment of a full-time or part-time employee the employer shall give to the employee the period of notice specified below.

Period of continuous service	Period of notice
1 year or less	2 weeks
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 year and up to the completion of 5 years	3 weeks
Over 5 year of completed service	4 weeks

10.4.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

10.4.3 Payment in lieu of notice as prescribed in 10.4.1 and 10.4.2 hereof shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment made in lieu thereof.

10.4.4 In calculating any payment in lieu of notice the wage/salary an employee would have received in respect of the ordinary time the employee would have worked during the period of notice, had the employment not been terminated, shall be used.

10.4.5 The notice of termination required to be given by an employee shall be the same as that required of the employer, except for the provisions contained in 10.4.2 hereof.

10.4.6 If an employee fails to give notice, the employer has the right to withhold monies due to the employee with a maximum amount equal to the ordinary rate of pay for the period of notice.

10.4.7 Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

10.4.8 Subject to agreement between the employer and the employee concerned, employees may leave their employment prior to the expiration of the notice period and receive a wage/salary payment up to the last hour worked only.

10.4.9 Where an employee has acted or is alleged to have acted in such a manner as to make the employee liable for instant dismissal under normal conditions of employment, the employer's policies or regulations, the employee shall be suspended from duty without pay pending further investigation. Within fourteen days of suspension, employees may be:

- dismissed from the date of suspension;
- reinstated to their previous position without loss of pay for the period of suspension; or
- appointed to a position on an appropriate rate of pay and conditions from such date as the employer may determine.

10.4.11 the above provisions shall not affect the employer's right to dismiss any employee without notice for action that justifies instant dismissal.

PART 3 - CONDITIONS

11. HOURS OF WORK

11.1 All full time employees shall work 37.5 hours per week over a 10 day fortnight. As a consequence, all leave calculations and entitlements will be based on a 37.5 hour week.

11.2 Subject to the preceding paragraph, the spread of hours, hours per week and days upon which ordinary hours of work may be worked may be altered for all, or a section of employees, by agreement between the Company and the affected employees.

11.3 The usual daily commencing times and usual daily finishing times of ordinary hours of work shall be as directed by the Company.

11.4 The normal spread of hours during a working day shall be between 7.00am and 7.00pm Monday to Friday inclusive.

12. OVERTIME AND PENALTY RATES

12.1 Requirement to work reasonable overtime.

The company may require an employee to work reasonable overtime at overtime rates.

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 employee's health and safety;
- (ii) The employee's personal circumstances including any family responsibilities;
- (iii) The need of the workplace or enterprise;
- (iv) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it;
- (v) The usual patterns of work in the industry; and
- (vi) Any other relevant matter.

The employer may require any employee to work reasonable overtime and an employee shall work reasonable overtime when required to do so.

12.2 Approval

Overtime must be approved by the appropriate authorised officer.

12.3 Overtime rates not cumulative

If more than one of the following overtime rates apply to an employee, payment is only to be made under the provision which prescribes the higher rate.

12.4 Time off instead of overtime payment

By agreement between the employer and an employee, time off, on an hour of actual work for an hour of time off basis, may be granted instead of payment. The right to choose to accept time off instead of payment for overtime is at the option of the employee.

The first hour of casual and programmed overtime worked on a weekday or Saturday shall be paid at ordinary rates. The rate of payment following the first hour shall be time and a half for the second and third hour and double time thereafter. Programmed overtime is overtime for which at least 24 hours' notice has been given and casual overtime includes any overtime which is continuous with normal working hours and which is not the result of a call-back. Where work is

programmed to be performed on a Saturday, then a minimum payment of 3 hours overtime for such work.

12.5 Sundays

- (a) An employee may be required to work on any Sunday.
- (b) Unless specifically provided for elsewhere in this agreement, employees required to work on a Sunday shall be paid at double time for such work, with a minimum payment equivalent to four hours work.
- (c) Payment at double time shall continue to apply to all continuous work commencing on a Sunday but finishing on the following day, provided the following day is not a public holiday.

12.6 Public holidays

- (a) An employee may be required to work on any public holiday.
- (b) Employees required to work on a public holiday shall be paid at the rate of double time and a half for such work, with a minimum payment equivalent to four hours work. By agreement between the employer and an employee, other than a casual employee, for those hours worked which are equivalent to the ordinary hours of work, payment will be made at the rate of one and a half times and a day off in lieu granted.

12.7 Ten hour break

An employee will be entitled to a break of 10 hours between finishing overtime and reporting again for duty. They will not incur a reduction in payment for ordinary hours of work in this time. When directed to resume work before such a break is taken, the employee must be paid at the rate of double time for time subsequently worked until a break of at least 10 hours has been taken.

13. MEAL BREAKS

- (a) A meal break of at least 30 minutes must be allowed to employees within five hours of the start of their shift.
- (b) Employees required to work for more than five hours without a suitable interval for a meal as provided for in clause 13 (a) must, for all time worked in excess of the five hours before being allowed such interval, be paid at double time.
- (c) Employees required to continue or resume work during the meal break, must for the time of continuance or resumption until the full meal break is given, be paid at time and a half.

14. HIGHER DUTIES

An employee required by the employer to continuously perform the duties of a position at a higher classification level for one day or more must, for the time so worked, be paid at the rate appropriate to that higher level.

15. PUBLIC HOLIDAYS

The following provisions shall not apply to a casual employee.

15.1 Employees shall be entitled to holidays on the following days:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Melbourne Cup Day
- Christmas Day
- Boxing Day

And other Public Holidays as gazetted from time to time in the State in which work is usually performed.

15.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

15.3 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.

15.4 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

15.5 The employer and its employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute agreement.

15.6 An employee may be required to work on any public holiday, other than one which falls within a period of annual leave.

15.7 An employee who is directed to work and works on a public holiday or on a substituted day shall be paid overtime and/or be granted time off in lieu as provided for in clause 12 - Overtime of this agreement.

15.8 Payment for a public holiday upon which an employee is not required to work will be made if an employee is eligible for pay on that day by reason of it otherwise being a normal working day.

PART 4 – LEAVE ENTITLEMENTS

16. ANNUAL LEAVE

16.1 Leave Entitlements

A full time employee shall be entitled to 150 hours annual leave per year of completed service, which accrues progressively throughout the year of service according to the employee's ordinary hours of work and accumulates from year to year.

16.2 Payment for Leave

Payment during leave shall be at the ordinary rate of pay which the employee is being paid immediately prior to the time of commencing annual leave so that there shall be no deduction from the ordinary pay by reason of such leave.

16.3 Conditions

(a) By agreement between an employer and an employee a period of annual leave may be taken in advance of the entitlement accruing. Provided that if leave is taken in advance and the employment terminates before the entitlement has accrued the employer may make a corresponding deduction from any money due to the employee on termination.

(b) Annual leave is to be taken within 18 months of the entitlement accruing. For the purpose of ensuring accrued annual leave is taken within that period, and in the absence of agreement as provided for in the NES, an employer may require an employee to take a period of annual leave from a particular date provided the employee is given at least 28 days' notice.

(c) A public holiday falling within a period of annual leave shall not be counted as part of that leave.

(d) At the termination of employment, an employee shall be entitled to payment in lieu of any untaken leave and for pro rata leave accrued in the current leave year.

16.4 Annual Leave Loading

A sum equal to 17.5 per cent annual leave loading has been incorporated into the weekly rate for all employees who are covered by this agreement.

17. SICK LEAVE

17.1 An employee who is absent from work on account of personal illness or personal injury shall be entitled to paid leave of absence up to the accumulated period of leave applicable without loss of pay, subject to the following conditions and limitations:

17.2 An employee shall not be entitled to paid leave of absence under this clause for any period in respect of which the employee is entitled to workers' compensation or Workcover.

17.3 An employee shall, within 24 hours of the commencement of any such absence, or as soon as practicable, inform the employer of the inability to attend for duty and, as far as practicable, state the estimated duration of the absence.

17.4 An employee shall prove to the satisfaction of the employer the inability, on account of such illness or injury, to attend for duty on the day or days for which leave is claimed.

17.5 An employee shall have all paid leave of absence deducted from leave credits and shall not be allowed paid leave in excess of leave credits.

17.6 An employee shall not be entitled to payment for absences on leave unless an acceptable medical certificate is produced, except that:

- (i) For an absence up to two days no evidence is required. However, when such absences exceed one week (five days) in the aggregate in any one year of service, then a medical certificate or statutory declaration must be produced, or an employee may exercise the option of taking leave without pay or annual leave for the number of day's absence in excess of one week.
- (ii) For an absence exceeding two days, a satisfactory certificate by a duly registered practitioner is to be furnished setting out the cause and probable duration of such absence provided that if the absence exceeds two days and is not more than one week (five days) a statutory declaration may be accepted if a satisfactory explanation can be given why a certificate from a duly registered practitioner is not submitted.
- (iii) For an absence exceeding one week (five days) a satisfactory certificate by a duly qualified medical practitioner **MUST** be produced.

17.7 Where an employee's sick leave record is regarded as being not satisfactory, arrangements may be made for the employee to be examined by the employer's nominated medical officer.

17.8 An employee may be required to furnish a satisfactory certificate in respect of any or all leave absences should the employer so decide.

17.9 Sick Leave Accruals

Sick leave will continue to accrue at the rate of 12 days per year for employees with up to 5 years' service and 15 days per year for employees with more than 5 years' service. Sick leave balances at the date of commencement of this agreement remain unaffected.

18. CARER'S LEAVE

Basic Entitlement

(a) Employees can access their paid personal sick leave to provide care or support to a member of their immediate family or member of the employee's household who is ill or injured or where there is an unexpected emergency affecting the member or member of employee's household, and for whom they are responsible.

(b) The term "immediate family" includes the employee's spouse, defacto partner, child, parent, grandparent, grandchild or sibling Or a child, parent, grandparent, grandchild or sibling of a spouse or defacto partner of the employee.

(c) The employee shall establish the illness of the family member concerned, and that the illness is such as to require care by another, through the production of a medical certificate or statutory declaration.

(d) Wherever possible, the employee shall give notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee and the estimated period of absence. If it is not practical to give prior notice, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.

(e) For part-time/Job Share employees, carer's leave can only be accessed on designated working days.

18.1 Unpaid Leave

(a) The employee may elect, with the employer's consent to take unpaid leave for the purpose of taking care of an immediate family member who requires care.

(b) The employee shall produce a medical certificate or statutory declaration declaring the proposed duration of the leave.

19. COMPASSIONATE LEAVE

Basic Entitlement

(a) The company will be flexible in its approach to compassionate leave. All employees will be granted between two and five days paid leave for such occasion, depending on the circumstances and the assessment by the manager. In relation to the definition of eligibility for this leave the Carer's leave definitions shall apply.

(b) The provisions of this clause apply to fulltime and regular part time employees (on a pro rata basis) but do not apply to casual employees.

19.1 Unpaid Compassionate Leave

An employee, including casual employees, may take unpaid compassionate leave by agreement with the employer. Casuals are entitled to unpaid compassionate leave of two days on each occasion.

20. PARENTAL LEAVE

Basic entitlement

(a) After twelve months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

(b) Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take up to 8 weeks:

(i) for maternity and paternity leave at the time of the birth of the child;

- (ii) for adoption leave at the time of placement of the child.

20.1 Paternity leave

An employee who has 12 months continuous service, will be entitled to 10 days of paid leave for the purposes of Paternity Leave, upon the birth of their child or the adoption of their child.

20.2 Maternity leave

(a) A female employee who has 12 months continuous service and produces to the company a certificate of a legally-qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery: shall be granted maternity leave on full pay for 14 weeks maternity leave or 28 weeks on half pay maternity leave. This paid leave shall be in addition to any Federal Government paid parental leave scheme.

(b) Other requirements and entitlements to parental leave, including any right to extend the period of unpaid parental leave for an additional 52 weeks or requests for flexible working arrangements will be in accordance with the Fair Work Act 2009.

21. LONG SERVICE LEAVE

The provisions of the attached Schedule 4 shall apply.

22. JURY SERVICE

(a) An employee required to attend for jury service during rostered working hours shall not suffer any reduction in normal salary. The employer shall pay the employee's normal salary. The employee may retain the juror's fees.

(b) An employee required to attend jury service shall notify the employer as soon as possible of the date upon which attendance for jury service is required.

(c) An employee required to attend jury service shall give the employer proof of attendance, and the duration of such attendance.

(d) An employee called for, but not required to perform jury service shall, where it is reasonably practicable, return to work.

(e) An employee who is required to be a witness at a court of law shall be granted leave without pay except where, at the discretion of the employer, leave with pay is granted.

23. BLOOD DONOR LEAVE

An employee is entitled to reasonable leave without loss of ordinary pay to attend as a Red Cross donor provided there has been reasonable consultation with their manager.

24. COMMUNITY SERVICE LEAVE

Community service leave is provided for in the NES.

PART 5 – REMUNERATION & RELATED MATTERS

25. PAY INCREASES

The pay increases that will apply during the life of this agreement are set out below. These increases will apply to the base rate, and are outlined in Schedule 1 of this Agreement.

Increase of 3.5 % effective from the first pay period on or after 1/09/2014.

Increase of 3.5% effective from the first pay period on or after 1/09/2015.

Increase of 3.5% effective from the first pay period on or after 1/09/2016

26. PAYMENT OF SALARIES

- (a) Employees will be paid fortnightly.
- (b) Employees shall be paid by electronic funds transfer into an account nominated by the employee.
- (c) The employer shall provide a pay slip to each employee in accordance with the Act and any additional requirements in this Agreement. Outstanding leave balances for annual leave, long service leave and any days in lieu will be regularly included on payslips.
- (d) Where an employee is terminated from employment before the recognised pay day, all due entitlements and salary shall be paid forthwith (usually within 48 hours) by electronic funds transfer

27. SALARY SACRIFICE

The company will consider any other salary sacrifice opportunities that become available for employees. Individual employees may elect to salary sacrifice part of their salary to receive non-salary benefits. No compensation will be paid by the company if the taxation benefits are reduced or abolished.

Salary sacrifice is available for:

- Novated lease vehicles
- Mobile phones
- Professional fees

28. SUPERANNUATION

- (a) Equipsuper will continue as the superannuation fund for employees of the Company and their successors and transmittes.
- (b) The employer contributions for employees in the accumulation division of the Equipsuper fund are currently 10.5%. These employer contributions are currently in excess of the Superannuation Guarantee (Administration) Act 1992 (Cth) requirements.

(c) Employees who immediately after dissolution of the Gas & Fuel Superannuation Fund ("G&F Fund") became a member of a particular division of the Equipsuper shall not be moved out of that division without his or her consent.

(d) Subject to relevant legislation, the Company:

(i) Will not alter the basis of calculation of benefits from those provided for under the Equivalent Defined Benefit Divisions, and Division D, of the Equipsuper Fund; and

(ii) will continue to contribute to the Equipsuper Fund at the level required under its trust deed to properly fund the benefits under the Equivalent Defined Benefit Divisions of the Equipsuper Fund; and

(iii) will continue to contribute to Division D of the Equipsuper Fund on the same basis as applied under Division K of the G & F Fund.

(e) For defined benefit contribution employees, the Company in accordance with company policy will offer the benefit of salary sacrificing the 5% employee contributions to Equipsuper defined benefit superannuation scheme. Additional contributions ('top ups') sought by any employee may be salary sacrificed but will be paid into the Accumulation Division of Equipsuper fund.

(f) In the event that an employee's salary rate is reduced for purposes other than disciplinary reasons the option to maintain employee contributions to the Fund as if the reduction in salary had not occurred will remain.

(g) For the term of this Agreement, the percentage amount paid above the Superannuation Guarantee Charge (1.0%) will be maintained if the SGC contribution increases.

29. INCOME PROTECTION

29.1 The Company provides income protection, and the amount of income payable under the income protection scheme covers income up to \$1,500 per week for a period of up to 104 weeks – subject to the claim having been accepted.

29.2 Prior to lodging an income protection claim, it is expected that employees will first use any accrued sick leave, down to a balance of 30 days, before a claim is lodged.

29.3 The 14 day waiting period for income protection claims remains and can be drawn from the 30 day sick leave balance remaining.

30. ACCIDENT PAY

This clause provides for an appropriate allowance in respect to the payment of accident pay.

30.1 Definitions

30.1.1 Work injury

In this clause **work injury** shall have the same meaning and application as contained in the Accident Compensation Act (the **Act**). No accident make-up pay shall apply to a work injury unless an entitlement exists under the Act.

30.1.2 Accident Compensation Act means:

The *Accident Compensation Act 1985 (Vic.)*, as amended from time to time or,
The *Workers Compensation Act 1987 (NSW)*

Dependent upon the State the worker is employed in, the relevant legislation for that State will apply.

30.1.3 Make-up pay calculation

Subject to 30.2 hereof, accident make-up pay is the difference between worker's compensation payments and the employee's ordinary wage/salary, which would have been paid for the performance of duty if the employee had been engaged in the employee's usual employment, in ordinary working hours, but excluding excess fares and travelling allowances, standby allowance and other such payments.

30.2 Procedure

30.2.1 The employer shall pay, or arrange the payment of accident make-up pay during the period when the employee is incapacitated, within the meaning of the Act, until the incapacity ceases or until the payment has been made for an aggregate period 52 weeks in respect of a particular injury or incapacity, whichever shall first occur, provided that:

30.2.1 (a) The work injury is reported to the employer within 24 hours of its occurrence and that all absences are properly supported by acceptable medical certificates under the Act;

30.2.1 (b) The employee will submit to medical examination by a medical practitioner nominated by the employer. Any medical examination so required will be paid for by the employer;

30.2.1 (c) Service with another organisation will not be counted as service with the employer except in the case of a takeover or amalgamation;

30.2.1 (d) Such payments cease on the employee's retirement, resignation, termination of employment or death.

Accident make-up pay will not be payable under the following circumstances:

30.2.2 (a) Where common law proceedings are instituted by the employee or the employee's agent;

30.2.2 (b) Where an employee has received accident make-up pay in respect of any accident and takes action at Common Law. In respect of that same accident, the employee shall refund to the employer all Accident make-up pay from any settlement or award received as a result of the Common Law actions. However, the amount refunded to the employer shall not exceed the amount of the settlement or award, after the deduction of legal, medical and like expenses incurred by the employee as a result of the accident;

30.2.2 (c) Where public holiday pay is payable as provided in this award;

30.2.2 (d) For any work which occurs during the employees first three weeks of employment with;

30.2.2 (e) Where liability for worker's compensation payments is denied, any payments already made will be refunded to the employer by the employee.

30.2.3 Annual leave, long service leave or sick leave shall not be taken during any full-time absences on accident make-up pay.

30.2.4 Any changes in compensation rates under the Act shall not increase the amount of accident make-up pay to be paid to an employee above the amount that would have been payable had the rates of compensation remained unchanged.

31. MEAL ALLOWANCE PAYMENTS AND INCREASES

No payments for meals will be made to employees who are required to make day trips away from their base location covering the normal lunch period.

It is agreed that the current meal allowance payment of \$15.50 will be increased to \$15.80 effective 1 September 2014.

32. FIRST AID ALLOWANCE

In NSW, an employee who is required by their employer to hold a current first aid certificate and is appointed by the employer as first aid attendant shall be paid First Aid allowance of \$13.55 per week.

33. MOTOR VEHICLE ALLOWANCE

Reimbursement Rate: Private Motor Vehicles

An employee who, by prior agreement with the Employer, uses a private motor vehicle (other than a motorcycle) on the Employers' business shall be paid as follows:

Motor Vehicles with engine capacity

(a) Over and including 2600cc 77.00 cents per km

(b) Under 2600 cc 65.00 cents per km

The Motor Vehicle Allowance will be increased to reflect the ATO prescribed rates for the applicable motor vehicle engine capacity when those rates move.

34. RELOCATION PAYMENTS

No relocation/disturbance allowance will be paid to employees who are relocated within the metropolitan area where the distance between the old location and the new location is 50 kilometres or less.

PART 6 – WORK RELATED PROVISIONS

35. UTILISATION OF SKILLS

In recognition of the integration of the operations of the company across Transmission, Distribution and Gas divisions, staff can be deployed to work in their disciplines, based on operational needs, or across any of the Company's operations in Transmission, Distribution or Gas, where required, provided they have the requisite skill or training to complete the requested work.

36. CLASSIFICATIONS

Schedule 2 contains descriptors of broad roles that are covered by this Agreement. The parties recognise that these descriptors and the competencies underpinning them may need some refinement, particularly with respect to any new roles that are developed as a result of Select Solutions winning new contracts in services that are not currently contemplated by this Agreement. In the event that this occurs, the parties agree to consult and to develop – if required – the descriptors and competencies for these new roles

37. EMPLOYMENT AGREEMENTS

1. Employees will be remunerated by either:

- a. A base salary (and applicable work related allowances) as provided for in part 5 Remuneration and Related matters and Appendices 1,2,3,4 and 5 (where applicable) of this agreement; or
- b. In accordance with a Fixed Annual Remuneration (FAR) which is in compensation for all hours of work, including any requirement for work outside of ordinary hours, any requirement for shift work and any allowance or payment which may otherwise apply.

2. The following provisions of this agreement only will have application to an employee in receipt of FAR:

- Part 1: Formal Requirements
- Part 2: Types of Employment
- Part 4: Leave Entitlements
- Part 6: Work Related Provisions, other than Clauses 36, 40 and 44.

3. For employees in receipt of FAR, their FAR will be reviewed annually, including to ensure that earnings overall for the employee over the year, are no less than the amount an employee performing equivalent work and remunerated in accordance with clause 1a. would receive.

38. INTRODUCTION OF CHANGE

(a) It is recognised that from time to time the manning levels, skills mix, technology and processes of the business will need to be changed to allow the business to operate more efficiently and competitively.

(b) When the Company has made a decision to introduce major changes in workplace location, organisation structure, technology or outsourcing of function that will have significant effects on employees, the Company shall notify the affected employees and their union.

(c) The Company shall discuss with employees and their union, 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 employees and their union.

(d) If the matter is unresolved either party will be able to refer the matter to the Fair Work Commission, as per the disputes clause contained within this Agreement for decision and both parties will abide by these decisions.

39. HEALTH AND SAFETY

39.1 Protective Clothing

The Company shall supply protective clothing and equipment, when and where necessary, to enable employees to perform their required duties in a safe and efficient manner. Employees who are issued with any item of protective clothing or equipment shall use such items when working under conditions for which the items were issued.

39.2 Wet Weather Protection

The Company when reasonably necessary shall supply suitable garments which provide adequate protection against wet weather.

40. NATIONAL WAGE INCREASES

Any National Wage or Living Wage increase which occurs during the period of operation of this agreement will be absorbed into the salary increases contained in this agreement.

41. CONSULTATIVE ARRANGEMENTS

The parties agree that if issues of significance arise, they will meet quarterly to discuss these issues.

42. WORK FROM HOME

By agreement by management and employees, the Company may – at its complete discretion - facilitate an employee to perform some of their normal work from home, where it is appropriate to do so.

In determining the appropriateness of such an arrangement, consideration will be given to:

- Business needs
- Ability to effectively perform duties
- Ability for the Company to measure outputs
- OH&S
- Insurance
- Communication & continued involvement in the workplace
- Establishment costs

The above matters for consideration are not exhaustive.

43. WORK AND FAMILY LIFE

43.1 Child Care

The care of children and elderly parents along with the running of the home are the responsibilities of both male and female workers.

The parties recognises however that these responsibilities often cause conflict and stress for workers who try to juggle work and family commitments, and that much more needs to be done before there is equal opportunity between men and women workers with family responsibilities, and between these and other workers.

43.2 Balanced Work Life

The Company is committed to the operation of working hours which will as far as possible allow the balancing of employees' work responsibilities and their private/family responsibilities and need for a balanced life. Therefore the Company will endeavour to ensure that the working hours of employees are managed to ensure that that balance is maintained and will where appropriate consider alternatives to traditional working arrangements, such as working from home.

44. REDEPLOYMENT AND REDUNDANCY

The "AusNet Services (Gas) Redundancy Policy" is contained in Schedule 3 of this agreement and will continue to apply to employees subject to the terms and conditions of this agreement. Except that, there shall be some additional provisions relating to the redundancy scale and redeployment for employees employed in NSW, which are contained in Schedule 5.

45. INDIVIDUAL FLEXIBILITY AGREEMENTS

45.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

Arrangements for when work is performed;

Hours of Work

Grandfathered entitlements

Annual Leave and other leave entitlements

Overtime rates;

Penalty rates;

Allowances, and

Transition to Retirement

The employer and the individual employee must have genuinely made the agreement without coercion or duress.

45.2 The agreement between the employer and the individual employee must:

be confined to a variation in the application of one or more of the terms listed in paragraph 1 above; and

result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

45.3 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this agreement that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

45.4 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

Except as provided in paragraph 3 (a) above, the agreement must not require the approval or consent of a person other than the employer and the individual employee.

45.5 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

45.6 The agreement may be terminated:

by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

at any time, by written agreement between the employer and the individual employee.

The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

Signed for and on behalf of
AusNet Services Networks (Gas) Pty Ltd
by its duly authorised Representative in the
presence of:

col. Butler
Signature of Witness




Signature of authorised Representative

MARYANN BUTLER.
Name of Witness (please print)

JOHN KEWO
Name of authorised Representative
(please print)

Signed for and on behalf of the
Australian Workers' Union (AWU)
by its duly authorised Representative in the
presence of:


Signature of Witness

Signature of authorised Representative

STEPHEN CRAWFORD
Name of Witness (please print)

SCOTT MCDINE
Name of authorised Representative
(please print)

Schedule 1 Salary Structures

The wage increase shall apply effective from the dates outlined below

Band	Level	Annual (Current)	3.5% increase 01/09/2014	3.5% increase 01/09/2015	3.5% increase 01/09/2016
MPMR	1	\$36,000	\$ 37,260	\$ 38,564	\$ 39,914
MPMR	2	\$38,000	\$ 39,330	\$ 40,707	\$ 42,132
1	1	\$54,457	\$ 56,363	\$ 58,336	\$ 60,378
	2	\$57,480	\$ 59,492	\$ 61,574	\$ 63,729
	3	\$60,508	\$ 62,626	\$ 64,818	\$ 67,087
2	1	\$58,023	\$ 60,054	\$ 62,156	\$ 64,331
	2	\$61,243	\$ 63,387	\$ 65,606	\$ 67,902
	3	\$64,461	\$ 66,717	\$ 69,052	\$ 71,469
3	1	\$62,227	\$ 64,405	\$ 66,659	\$ 68,992
	2	\$65,687	\$ 67,986	\$ 70,366	\$ 72,829
	3	\$69,142	\$ 71,562	\$ 74,067	\$ 76,659
4	1	\$67,152	\$ 69,502	\$ 71,935	\$ 74,453
	2	\$70,883	\$ 73,364	\$ 75,932	\$ 78,590
	3	\$74,610	\$ 77,221	\$ 79,924	\$ 82,721
5	1	\$72,921	\$ 75,473	\$ 78,115	\$ 80,849
	2	\$76,967	\$ 79,661	\$ 82,449	\$ 85,335
	3	\$81,017	\$ 83,853	\$ 86,788	\$ 89,826
6	1	\$79,717	\$ 82,507	\$ 85,395	\$ 88,384
	2	\$84,143	\$ 87,088	\$ 90,136	\$ 93,291
	3	\$88,576	\$ 91,676	\$ 94,885	\$ 98,206
7	1	\$87,750	\$ 90,821	\$ 94,000	\$ 97,290
	2	\$92,623	\$ 95,865	\$ 99,220	\$ 102,693
	3	\$97,488	\$ 100,900	\$ 104,432	\$ 108,087
8	1	\$97,139	\$ 100,539	\$ 104,058	\$ 107,700
	2	\$102,465	\$ 106,051	\$ 109,763	\$ 113,605
	3	\$107,790	\$ 111,563	\$ 115,468	\$ 119,509

Schedule 2 Classification Descriptors

This schedule provides guidelines for the positions covered at the various levels contained in this agreement that are contained within a 'band structure, in addition to the role of Multi-Purpose Meter Reader (MPMR) which has its own rates and responsibilities that differ from those contained within the other classifications described in this Agreement, and are reflected below.

For roles described in each level, the appointment of an employee to a position will be dependent upon the person being capable of performing the functions at that level in a competent manner and being required by the employer to perform work at that level.

This requires that the person is not only qualified for the position, but has sufficient experience and level of skills to meet the standards of proficiency necessary to undertake the duties of the position with minimal supervision.

It is understood that entry levels will be provided with training, whether on-the-job, in-house, or by external providers, sufficient to achieve a standard of performance which is deemed to be that of a competent employee for that level, within a period of a few months.

All roles that require an employee to travel to various locations to undertake the employee's duties, the employee must hold a current and relevant drivers licence.

Other than for the roles of Multi-Purpose Meter Readers, all of the levels described are reflective of competencies held by employees at the entry level (generally point one of each level), fully competent (generally at point 2 of each level) and senior and expert at point 3 of each level.

Progression within a level or assignment to a rate is at the discretion of the Company.

Multi-Purpose Meter Reader 1

An employee at this level will perform a combination of routine and ad hoc meter reading and associated service orders to collect reads, assess meter conditions, disconnect and reconnect meters, install & maintain communication devices which require the practical application of basic skills and techniques.

Multi-Purpose Meter Reader 2

An employee at this level is responsible for the completion of basic and complex field based meter data activities in a timely, accurate and quality manner. These activities may include interrogating or reprogramming meters, testing communication network signal strength and replacing communication network hardware at the meter. Other activities may include carrying out disconnections, reconnections or investigations.

Level 1

Role

An employee of this level works under close direction and undertakes routine activities which require the practical application of basic skills and techniques.

General features

Employees are expected to demonstrate responsibility and accountability for the tasks they are directed to perform whilst working within established routines, methods and procedures. With experience, employees may have sufficient freedom to exercise judgment in the planning of their own work within those confines.

Knowledge

This level is basic entry and the applicant would be expected to have sufficient communication skills to understand instructions, and relay information clearly. Most tasks can be learned fairly quickly because of the routine, simple, or repetitious nature of the work.

Positions included in this level:

Basic administration grade 1

An employee at this level will be required to perform basic administration duties including reception duties. Basic computer skills are required.

Level 2

Role

An employee of this level works under regular direction within clearly defined guidelines and undertakes a range of routine technical/administrative activities requiring the application and continuing development of acquired skills and knowledge.

General features

Employees are expected to demonstrate responsibility and accountability for planning and organising their own work which is performed within established routines, methods and procedures. They will be required to manage their own time and possibly resolve minor work procedural issues in their relevant work area within established constraints. Work is checked on completion.

Knowledge

Entry at this level would require completion of some form of formal education which is equivalent to junior certificate level at high school supplemented by some work experience in a relevant field.

Tasks require knowledge of established work practices, procedures, policies, and regulations relevant to the work area.

Positions included in this level:

Basic administration grade 2

An employee at this level will be required to perform basic administration duties. General computer skills are required.

Storekeeper

An employee at this level will be required to work within established routines, methods and procedures, involved in the warehouse operations.

Level 3

Role

Employees of this level carry out moderately routine work using a more extensive range of appropriate skills and knowledge and receive direction in the application and further development of skills and knowledge appropriate to the work. Procedures, methods and guidelines are well established.

General features

Employees perform tasks or activities of increasing complexity using knowledge, judgment and work organisational skills. They are expected to demonstrate responsibility and accountability for their own work with assistance being available from supervisors. Employees may receive guidance on the broader aspects of their work and may assist other employees and tradespeople with direction and technical knowledge.

Employees are required to plan their own work and may be required to assist in co-ordinating a small work team, undertake some complex operational work and may be involved in planning and co-ordination of activities within the work area. Employees will assist in on-the-job training as is required.

Knowledge

Entry at this level would assume some work experience after completing formal education to junior high school, or an equivalent level of competence obtained through a structured training or a demonstrated competency of suitable skills gained through work experience.

Tasks require a working knowledge of work practices, gas industry codes and regulations relevant to the work area

Positions included in this level are:

Administration grade 3

An employee at this level will be required to perform administration duties including the intermediate knowledge of computer applications.

Level 4

Role

Employees work under general direction in functions that require the application and further development of skills and knowledge appropriate to the work. Guidelines and work practices are generally established.

General features

Under broad instruction employees perform activities or functions involving the application of knowledge and skills gained through a structured course and previous experience. Employees will be expected to contribute specialist knowledge on projects in their appropriate work related areas. There is scope for initiative in the application of established work practices. Work roles may involve a range of functions which could contain a limited component of supervision. At this level employees

may either broaden their skill base or further develop a skill specialisation. Assistance is readily available for specific problems.

Knowledge

Entry to this level will assume trade qualifications or equivalent received through structured training. Tasks require knowledge of statutory requirements relevant to the work area, and the application of good customer service techniques. Employees are expected to continue to enhance their knowledge and skill base through appropriate structured training.

Positions included in this level are:

Administration grade 4

An employee at this level will be required to perform non routine administration duties including the intermediate knowledge of computer applications.

Level 5

Role

Employees receive general direction from departmental managers and adhere to established work practices however they may be required to exercise initiative and judgment where practices and direction are not clearly defined. Employees working at this level will have highly developed skills in either an extended skill base or in a field of specialisation.

General features

Employees are involved in establishing work programmes. Work roles may include a range of activities or functions and involve the employee in internal and external liaison and communication activities. The employee will have responsibility and accountability for the everyday operation of the function and scope to exercise initiative in the application of established work procedures. Work may also involve specialist knowledge in a more limited number of functions or disciplines. Employees may be required to provide advice and assistance to others in their work group or affiliated department.

Knowledge

Entry to this level will assume post trade training and experience in excess of the requirements of level 4 or an equivalent level of competence obtained through structured training.

Tasks require extensive knowledge of policies, practices, industry codes and regulations gained through qualifications and experience. Employees are expected to continue to enhance their knowledge and skill base through appropriate additional structured training.

Positions included in this level:

Administration grade 5

An employee at this level will be required to perform a wide range of non-routine administration, financial, logistical and associated duties including the advanced knowledge of computer skills/applications.

Serviceperson grade 2

The employee will hold the relevant gas and electrical licence/trade qualification, and experience in order to successfully service infrastructure.

Testing employee

The employee must be competent and qualified in the principles of mechanical engineering or similar trade qualification. These employees will have extensive experience with gas testing, pressure regulation, and in the reading, adjustment, and testing of multiple gas appliances.

Level 6

Role

Employees work under limited direction and undertake a range of functions for which operational policies, work practices and guidelines have been developed.

General features

Employees will apply specialist knowledge based on their qualifications, previous training and experience in areas relevant to their discipline.

Work roles will require responsibility for decision-making in the particular work area and the provision of credible advice. Employees may exercise limited supervisory responsibility for large work projects, work independently as specialists or may be a senior member of a project team.

Knowledge

Tasks require detailed knowledge of activities and work practices relevant to the work area and a strong knowledge of organisation structure and functions.

The employee will be well trained in the systems relevant to the position and perform a wide range of non-routine administration, financial, logistical and associated duties including the advanced knowledge of computer skills/applications. The employee will have obtained qualifications through TAFE or equivalent.

Positions included in this level are:

Administration grade 6 (team leader).

Level 7

Role

Employees enter this level after considerable relevant experience subsequent to leaving school. Under broad direction they undertake work which is either specialised, skill based or utilises extended skill based abilities in positions demanding the exercise of independence.

General features

Employees are required to demonstrate proficiency in the application of theoretical or applied approaches and have accountability for their own work as defined. They will liaise with other departments in providing credible technical or administrative support. Work roles will demand

responsibility for decision-making and may involve basic diagnostic activities in problem solving and troubleshooting.

Knowledge

Entry to this level assumes trade and post trade qualifications or equivalent and experience in excess of the relevant requirements for levels 4, 5 and 6.

Tasks require detailed knowledge of work practices relevant to the work area and a sound knowledge of equipment, machines and tools utilised in the relevant role.

Positions included in the level are:

Administration grade 7 (team leader)

The employee will be well trained in the systems relevant to the position. The employee will be responsible for the supervision of a team. The employee will have obtained qualifications through TAFE or equivalent.

Appliance testing engineer

The employee will be required to:

- Prepare and undertake laboratory tests for gas appliances and components to national and international standards
- Plan and prioritise work flow to ensure completion of tests within required timelines
- Prepare for testing including identifying relevant Australian standard, interpreting correct test method to apply to ensure compliance with NATA requirements and preparation of testing equipment
- Identify relevant Australian standards and correct test methods, modifying tests in accordance with relevant Australian standards for new or modified appliances and components
- Calculate hours required to complete testing for the purpose of generating quotations.

Level 8

Role

Employees entering this level will be a competent and experienced employee. They undertake work which is either specialised or skill based. They may be required to exercise initiative and judgment where practices are not clearly defined.

General features

Work roles may include a range of activities or functions and may require the supervision of a team. There will be a need to apply specialist knowledge based on qualifications, previous training and experience in areas relevant to their discipline.

Knowledge

Entry to this level would assume qualifications in excess of those required for level 7 together with supervisory responsibilities.

Tasks require detailed knowledge of activities and work practices.

Positions included in this level are:

Main layer grade 3 (team leader)

The employee must hold the relevant licences/trade qualification, and extensive experience to lay mains. The employee will be required to assign work and supervise other employees.

Plant maintenance employee grade 5 (team leader)

These employees must have extensive experience with gas metering and pressure regulation. The employee will be required to assign work and supervise other employees.

Gas installer supervisor

The employee will be required to have completed advanced modules in the relevant trade stream after completing a trade certificate. The employee will be required to assign work and supervise other employees.

Service person supervisor

The employee must hold the relevant gas and electrical licence/trade qualification, and experience in order to successfully service infrastructure. The employee will be required to assign work and supervise other employees.

Schedule 3 AusNet Services (Gas) Redundancy

The Company will continue to take steps to avoid or minimise the necessity for employees to be declared surplus including careful planning of its staffing requirements. The Company will wherever possible retain 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. The steps referred to above may result in the Company transferring or appointing a suitably qualified employee identified as being in a surplus position to another appropriate position within the AusNet Services Group.

Procedure

Phase 1

- 1 Management will identify the area/section/department or group of employees that is under review and advise relevant employees and their representatives that a review will be undertaken, together with the purpose of the review.

During the course of the review, management will meet with the affected employees and their representatives. Consultation will take place with employees and their representatives on the likely impact of the review. Appropriate proposals which may average minimise or mitigate the adverse effect of any terminations put forward by employees and/or their representatives during the course of the review will be considered.

- a. If the result of the review is that employees will be declared surplus, then:

- (i) Where the function is to be continued

If the number of employees in an area/section/department or group is found to be in excess of that required for the area/section/department or group, then the number of available position(s) will be identified and filled by way of an objective selection process. In the first instance employees will be consulted, the available positions will then be advertised within the section/department or group affected, job interviews conducted, and appointments made on the basis of merit and the principles of Equal Employment Opportunity. All incumbents will be automatically considered for the available positions.

- (ii) If the function is to be discontinued totally or will be carried out by contract labour then the process outlined below in 1 (d) applies.

- b. All Business Units in the business will be advised of the availability of surplus employees together with details of their qualifications, experience, knowledge, background, training, skills and competence, in order that they may be given consideration for placement to a vacant substantive position.

Employees occupying positions which have been identified as surplus to requirements and who have skills that are required by AusNet Services, will be transferred to a position in another area of AusNet Services. In these circumstances consideration will be given to an employee's qualifications, experience, knowledge, background, training, skills and competence.

Phase 2

Individual employees will be notified in writing when they are declared surplus to requirements. Employees who are declared surplus will be provided with an advice sheet detailing an estimate for a redundancy payout.

When surplus employees have been notified the Company will advise in writing and consult with appropriate unions on measures to avoid, avert and minimise terminations and to mitigate the adverse effect of terminations.

If 15 or more surplus employees are identified the Commonwealth Employment Service will be given written notice of the intended terminations setting out the reasons for the terminations, the number and categories of employees likely to be affected, and the time when or the period over which the Company intends to carry out the terminations.

The identified surplus employee who has been given notice in accordance with Point 2. above will remain in her or his Business Unit until she or he is placed in a vacant long term substantive position or termination takes place, whichever occurs first.

An employee may elect to apply for appointment to a vacant long term substantive position at a lower wage/salary level. If the application is successful the employee on commencement will receive the wage/salary applicable to the position.

At the Company's discretion, surplus employees may attend an approved training course(s) which will be paid for by the Company provided the training course will assist the employee to find alternate employment. All training courses will be provided within normal working hours wherever possible. In some cases, however, employees may be required to attend training courses in their own time for which no additional wage/salary payment will be made.

Employees seeking redeployment will be required to attend any internal job selection interviews arranged for them and will be provided with reasonable time off with pay for this purpose. A surplus employee will be allowed reasonable time off work with pay to attend job interviews which are external to the Company.

An employee who has been declared surplus and who is terminated will be paid the AusNet Services (Gas) Redundancy Package on the terms outlined in Appendix A (below).

Appendix A AusNet Services Gas Redundancy Package

- * Severance payment of 4 weeks for the first year of completed service, and thereafter three weeks pay for every year of service, capped at 78 weeks or two weeks' pay for every year of service, uncapped.
- * Notice Period
- * Accrued Annual Leave payment
- * Accrued Long Service Leave payment
- * Special provision in lieu of Long Service Leave accrued (where applicable)
- * Payment in lieu of time owing (where applicable)
- * Superannuation

Severance Pay

This payment will be calculated on the basis of:

- (a) Four weeks' pay for the first year of completed service, and then three weeks' pay for every year of completed service after the first year, capped at 78 weeks; or
 - (b) two weeks' pay for each year of service,
- whichever is the greater;

plus an amount calculated pro rata based on each completed day for the incomplete year, and be based on the employee's current wage/salary rate plus any all-purpose allowances. The payment for shiftworkers will be based on their average wage arrangements.

Notice Period

Employee's period of continuous service with the Company	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

If the employee is aged 45 or older and has completed at least 2 years of continuous service with the Company, an additional week of notice will be provided. Where an employee's severance payment is calculated on the basis of two weeks for every service the employee may elect to work the notice period or accept payment in lieu is given. In any other circumstances, the Company may choose to make payment in lieu of notice.

Annual Leave

A payment representing any outstanding balance, plus pro rata leave calculated to the nearest week, at the employee's current wage/salary plus any all-purpose allowances.

Long Service Leave

A Long Service Leave payment on the basis of 13 weeks ordinary pay (based on the employee's current wage/salary plus any all-purpose allowances, and for shiftworkers based on their average wage arrangements) on completion of 10 years continuous service, followed by 1.3 weeks' pay for each completed year of employment thereafter, plus a pro rata amount calculated daily for the incomplete year. However, where an employee has reciprocal Long Service Leave benefits the minimum 10 year qualifying period with the Company will still apply, before those benefits can be included in the calculation.

Special Provision in Lieu of Long Service Leave accrued (where applicable)

An additional provision of a pro rata payment for less than 10 years but more than 4 years of continuous service based on 1.3 weeks' pay for each completed year of employment plus a pro rata amount calculated daily for the incomplete year.

Payment in Lieu of Time Owing

This is paid out at the base rate plus work related allowances according to balances accrued.

Superannuation

A non-discounted superannuation payment, i.e. a lump sum equal to the Accrued Retirement Benefit. That is: 22 % (Class D & F) or 11% (Class G) of final salary for each year of membership before 1 September 1987 plus

21 % (Class D & F) or 10.5% (Class G) of final salary for each year of membership between 31 August 1987 and 30 June 1993 plus

18 % (Class D & F) or 9% (Class G) of final salary for each year of membership after 30 June 1993.

For Class K, the total net balance in the member's account will be payable when termination with the Company occurs, subject to the Government's preservation regulations.

Final salary is the annual rate of salary (excluding variable components of salary such as overtime) on the date a superannuation benefit becomes payable.

In terms of Government legislation and the Fund's Trust Deed, part of the total benefit payable will have to be preserved until permanent retirement from the workforce after age 55, or on earlier death or disability. Note the preserved benefit cannot be paid in cash - it must be rolled over.

As a result of the changes to Classes "D" and "F" benefits, with effect from 1 July 1993, the maximum retirement and retrenchment benefit payable has been reduced from 8.4 times final salary to a lower multiple which is different for each member.

The Members' Services section of the Fund will be able to provide details of the break-down of the cash and preserved amounts of individual benefits

Methods of Payment

Severance Pay, Annual Leave, Long Service Leave, Special Provision and Payment In Lieu Of Time Owing will all be paid through the Company Payroll section.

The Superannuation Fund's administrator will provide an estimate of the superannuation benefit, together with instructions on how to claim the benefit from the Fund.

A number of decisions have to be made when receiving a superannuation benefit and the Fund strongly recommends that recipients seek independent financial advice.

Superannuation (Equip Super) will require a "request for superannuation benefit" form together with other documents to be completed. These documents will be forwarded by the Fund administrator, after the Fund has been advised by the Company of the termination date. If the forms are returned to the Fund's administrator, no later than three working days before the final day of work, then in most circumstances the benefit cheque will be mailed to the employee's home address (or to the employee's selected rollover institution) on the date employment with the Company ceases. Delays may occur if superannuation contributions are in arrears or if pay details change shortly before termination.

Taxation of Payments

Payments to employees by the Company and the Superannuation Fund arising from the application of the provisions of the Redundancy Package will be taxed according to Australian taxation law prevailing at the time of termination. Employees who are to receive payments under the provisions of the Redundancy Package are urged to seek advice from the Australian Taxation Office and/or a professional taxation adviser at the earliest opportunity.

Condition

Employees who decide to depart under the provisions of the Redundancy Package must agree not to seek or accept re-employment or any other fee for service from AusNet Services for one year, except with the express permission of management.

Schedule 4 Long Service Leave

Introduction

This schedule sets out the entitlements of employees to Long Service Leave and describes certain administrative procedures associated with Long Service Leave.

Entitlements

Employees are entitled to leave on the following basis –

- On completion of 10 years' service - 13 weeks leave
- For each additional completed year of service thereafter - 1.3 weeks

An employee will be entitled to pro-rata long service leave on termination of employment or death as follows:

- an employee employed in New South Wales - after 5 years where terminated by the employer for other than misconduct or due to illness;
- all other employees: pro-rata Long Service Leave will be paid after 7 years completed service on termination of service because of age retirement, permanent disability or death.
- In addition, pro-rata Long Service Leave will be available to employees to be accessed/taken, if they have completed 7 years of continuous service.

Payment for Long Service Leave will be based on an employee's ordinary rate of pay which means the rate of pay an employee receives in his/her normal employment in ordinary working hours excluding any additional payments such as overtime, Standby Allowance, Travelling Allowance, Excess Fares and other such payments.

Conditions

An employee may elect to take their Long Service Leave entitlement in the following manners:

- 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; or
- by taking half the amount of leave owing at twice the normal rate of pay.

The minimum amounts of leave that may be taken are:

- 2 weeks at normal pay
- 2 weeks at double pay
- 4 weeks at half pay

Employees who leave the Company through normal resignation will be paid in lieu of the balance of their Long Service Leave entitlement based on thirteen (13) weeks for ten years completed and continuous service, plus a further 1.3 weeks for each additional completed year of service.

Employees may not engage in any other employment while on Long Service Leave.

Applications for Leave

Applications for Long Service Leave must be made in writing at least 3 months prior to the proposed commencement date of leave. Where the employee seeks to take Long Service Leave in conjunction

with Annual Leave or any other form of leave the application must be 3 months prior to the commencement of any of the proposed leave.

Payment

Payment for periods of Long Service Leave may be by way of normal fortnightly payments or, where the employee elects, by payment for the full period of leave on the date that the leave commences.

Retirement, Death or Disability

Where an employee, who has completed 7 years continuous service (5 years continuous service for NSW employees), has their employment terminated by reason of retirement due to age, death or disability, that employee is entitled to a payment equivalent to 1.3 weeks' pay for each completed year of service. Such payment is calculated at the employee's normal rate of pay at the time of termination. The SPI (Gas) Redundancy schedule provides detail of the treatment of Long Service Leave in cases of redundancy.

Schedule 5 Grandfathered Provisions relating to certain identified NSW Employees.

Application:

Persons engaged in NSW have accepted employment with AusNet Services (formerly SPI Gas Networks) on the basis of the preservation and continuation of certain benefits that flowed from their employment with AAM 3 Pty Ltd and AAM 4 Pty Ltd and arose from the operation of the AAM Gas Networks and Transmission Pipelines Agreement 2007.

The conditions that AusNet Services is prepared to continue to apply only to those who were formerly employed under the provisions of the AAM Gas Networks and Transmission Pipelines Agreement 2007 are detailed below.

The conditions/benefits listed in Schedule 5 will only apply to the affected employees referred to above, whilst they remain in the role to which they were originally appointed when taking up employment with AusNet Services (formerly SPI Gas Networks).

Should an employee voluntarily seek a transfer to another company within the AusNet Services group, or apply for and gain a promotion to another role, then these conditions will no longer apply to that individual.

The loss of preserved conditions does not occur in situations where the Company initiates a restructure of a role, which leads to a change of duties not voluntarily sought by the employee.

1. Leisure Leave/Flexitime:

(a) Employees who, upon taking up employment with SPI Gas, were entitled to work additional ordinary time to become entitled to one paid day off per month, are entitled to continue to take such leisure days, subject to operational needs.

(b) The method of working ordinary hours may include provisions for paid time off per work cycle via leisure days or flexitime.

(c) Where there is a leisure day system operating in a work area and the rostering of leisure days would adversely affect the performance of that work then employees may accumulate up to 5 leisure days which are to be taken at the earliest mutually agreed time.

(d) While an employee is on annual leave, long service leave, worker's compensation or any unpaid leave, there will be no accrual of hours towards any leisure days.

(e) In each year of the Agreement, the employee will be given the opportunity to buy out up to 5 Leisure days/ flexi-time/RDO days per annum

Any such buy out will be at one ordinary days pay for each day bought out.

2. Overtime

(a) In recognition of the change in ordinary hours from 38 to 37.5, the first 30 minutes of overtime worked on a weekday shall be paid at ordinary time rates.

Thereafter, overtime shall be paid for at the rate of the applicable base rate, with the appropriate overtime penalty rate as set out in 2 (b)

(b)

Period	Overtime multiplier
Monday to Friday	1.9
Saturday and Sunday	2
Public Holidays	2.5
Annualised Overtime	1.85

(c) Part time employees will be paid overtime for all hours worked in excess of 38 hours a week if worked.

(d) 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 company.

(e) 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) the operational requirements of the workplace;

(iv) any notice given by the employer of the requirement or request that the employee work the additional hours;

(v) any notice given by the employee of the employee's intention to refuse to work the additional hours;

(vi) any other relevant matter.

(f) In calculating overtime or penalty rates, each day's work shall stand alone.

3. Annualised Salaries

3.1 *Principles:* Annualised salaries will be continued only where they were in operation immediately prior to an employee accepting employment with SPI. Annualised salaries have been arrived at in consideration of the following components - they are calculated to include fixed and predictable payments, they will be cost effective and subject to review by the employee and their manager, and they will not apply to the making of, and remain separate from Individual Employment contracts.

3.2 An annualised salary incorporates the following components: (i) the base salary of the employee's weekly classification level, (ii) predictable overtime that has been identified as occurring in the future, based on the historical pattern of overtime for the employee for the last 3 years and a forecast of future requirements (iii) the annualised overtime component is calculated using the penalty rate of 1.85 and (iv) an employee may elect to have no overtime annualised.

3.3 Where applicable, the following allowances have been included into an annualised salary: location allowance; shift allowances; roster allowances; predictable standby allowances and annual leave loading.

3.4 The following entitlements have not been annualised in arriving at the annualised salary amount for an employee: (a) unpredictable overtime, (b) call out overtime, (c) first aid allowance, (d) unpredictable standby allowances, (e) excess travel time, (f) specialist and car licences, (g)

telephone allowance and (h) the eleventh public holiday which additional day is credited to an employee's special leave balance on 1 January each year for those employees previously entitled to the additional day.

3.5 Reviews of annualised salaries will normally take place every twelve months. During the review, the manager and employee will consider the components of the annualised salary and discuss any changes that need to be made.

Changes may result from a review of the previous year or clarity around plans for the future. The predictable overtime and allowances components of the annualised salary may change due to the changed individual circumstances and therefore the total annualised salary may increase, reduce or remain the same. The review must identify and resolve any issues from the prior year. Changes will be documented and recorded on the employee's personnel file.

Where the reduction of annualised salary is greater than the scheduled yearly pay increase as outlined in this agreement, the reduction in annualised salary shall be phased in, in accordance with the future pay increase(s) provided for by this or any subsequent agreement, until the annualised salary is absorbed.

4. Relocation/Permanent Transfer

(a) The company reserves the right to permanently relocate a position to any of its operations within the area, provided the relocation does not involve significant change for the employee.

(b) When an employee is permanently transferred at the company's initiation to a different workplace, the company will reimburse the employee for additional fares and tolls incurred by the employee for a maximum period of six months from the date of transfer.

5. Allowances

5.1 Licence Reimbursement

Where possession of a mandatory plumbing or electrical licence is required to perform specific work or an employee obtains a licence (other than a standard car driver's licence) at the employer's request, the employee will be reimbursed the annual cost of each licence excluding any penalty amounts. Where an employee is required to hold a heavy vehicle or like licence the full cost of the licence, including any amount attributable to a standard car driver's licence, will be reimbursed.

5.2 Reimbursement of Tools

An employer shall reimburse an employee the cost of replacing his or her tools provided:

- (a) the employer has first determined which, if any, tools are to be provided by the employee and has approved them in accordance with occupational health and safety standards;
- (b) the employee has provided to the employer, an inventory of personal tools prior to the claim;
- (c) the tools are lost or damaged at work; otherwise than through negligence;
- (d) the tools are lost or damaged when stored, at the employer's direction, on the job or on the employer's premises or property.

5.3 Period Away From Home

An employee who is requested to work away from home for a period of at least four weeks will be paid actual and reasonable travelling expenses to enable the employee to visit their family every second weekend unless other arrangements may be mutually agreed between the employer and the employee.

6. Redeployment and Redundancy

6.1 Redeployment

(a) Before involuntary redundancy is applied, opportunities for redeployment to other positions in the Company and voluntary redundancy (where appropriate) will be explored, as per the redeployment provisions detailed in Schedule 1 of this Agreement.

(b) Where an employee is redeployed rather than made redundant, the employee will have a minimum period of 30 days to decide to continue in the redeployment position or accept the redundancy payment.

(c) The employer will retain the right to exercise the original redundancy offer before the expiration of the minimum 30 day period, should it become evident through proper performance review mechanisms that the employee is unable to satisfactorily perform the new role.

6.2 Outplacement

The Company will make available reasonable outplacement services from a provider of the company's choice which shall include:

- (i) advice on entitlements;
- (ii) independent financial planning guidance;
- (iii) assistance to plan lifestyle and career strategies; and
- (iv) assistance with job search techniques and interview skills.

6.3 Standard scale of redundancy entitlements

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

Note:

* Employees over 45 years of age (with not less than 2 years continuous service) receive an extra one week's notice in addition to the scale.

Schedule 6 Continuation of RDOs in Victoria for named employee

The following employee –Joe Roman, engaged in Victoria at the date of approval of this agreement ("eligible employee") remain entitled to receive a rostered day off (RDO) each month to be taken subject to having worked the requisite additional time to entitle him to an RDO and also subject to operational requirements. This preserved arrangement enables this employee to accrue to a maximum of 10 RDOs per year consisting of 9 single days and one day added to normal recreation leave entitlements (resulting in a total of 20 days annual leave).

12 November 2014

Conciliation Commissioner Johns
Fair Work Australia
11 Exhibition Street
Melbourne VICTORIA 3000

Locked Bag 14051
Melbourne City Mail Centre
Victoria 8001 Australia
T: 1300 360 795
www.ausnetservices.com.au

Dear Commissioner Johns

Re: AG2014/9248 AusNet Gas Services Pty Ltd T/A AusNet Services Undertaking

I confirm that AusNet Services is willing to provide the following undertaking in relation to Clause 38 "Introduction of Change":

AusNet Gas Services Pty Ltd T/A AusNet Services undertakes that Clause 38 will be applied to require consultation with employees about a change to their regular roster or ordinary hours of work by (1) the provision of information to employees about the change and (2) to invite employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities and (3) for the Company to consider any views given by the employees about the impact of the change.

Consistent with the existing provisions of Clause 38 "Introduction of Change", employees are able to have representation for the purposes of these consultations.

Yours Sincerely



Maryann Butler
Workplace Relations Manager
AusNet Services