

Fair Work Commission  
Terrace Tower, 80 William Street  
East Sydney NSW 2011  
By email: [amod@fwc.gov.au](mailto:amod@fwc.gov.au)

2 June 2016

**Re: AM2016/10 AWU additional material regarding availability duty claim for the *Gas Industry Award 2010***

## **Background**

1. The Australian Workers' Union (AWU) is seeking the inclusion of availability duty entitlements in the *Gas Industry Award 2010* (the Award) to rectify the current anomaly whereby a definition of "availability duty" is included in the Award but there are no operative provisions.
2. During a Conference before Commissioner Cambridge on 19 May 2016 the AWU agreed to provide the following additional material:
  - A list of known employers covered by the Award; and
  - Examples of existing availability duty clauses from awards and agreements.

## **Relevant employers**

3. The AWU understands that the following employers are covered by the Award:
  - APA Group;
  - Jemena;
  - ZNX (Zinfra Group);
  - Ausnet Services;
  - Origin Energy;
  - AGL;
  - Elgas;
  - Energy Safe Victoria; and
  - Kleenheat.

4. This list is unlikely to be exhaustive.

### **Award and agreement clauses**

5. We have attached and marked the following existing clauses dealing with availability duty from awards and agreements:

#### Awards

- “A” *Energy (Gas) Industry Award 1999*: clause 10.4. This is a pre-modern Federal Award which applied in Victoria on a common rule basis – available here:  
[https://www.fwc.gov.au/documents/consolidated\\_awards/AP/AP780799/asframe.html](https://www.fwc.gov.au/documents/consolidated_awards/AP/AP780799/asframe.html);
- “B” *Gas Industry Award – State 2003*: clause 6.6. This is a Queensland NAPSA – available here:  
[https://www.fwc.gov.au/documents/consolidated\\_awards/AN/AN140130/asframe.html](https://www.fwc.gov.au/documents/consolidated_awards/AN/AN140130/asframe.html);
- “C” *The Gas Industry (Contractors – Mains and Services) Award 2003*: clause 28. This is a pre-modern Federal Award which applied in Victoria (common rule), South Australia and New South Wales – available here:  
[https://www.fwc.gov.au/documents/consolidated\\_awards/AP/AP824709/asframe.html](https://www.fwc.gov.au/documents/consolidated_awards/AP/AP824709/asframe.html);
- “D” *Electrical Power Industry Award 2010*: clause 18.3 and 24.5. This is a comparable industry award where employees are also required to be on call to attend emergencies – available here:  
[https://www.fwc.gov.au/documents/documents/modern\\_awards/award/MA000088/default.htm](https://www.fwc.gov.au/documents/documents/modern_awards/award/MA000088/default.htm).

#### Agreements

- “E” *ZNX Gas (ACT & NSW) Enterprise Agreement 2012*: clause 3.8 – available here:  
<https://www.fwc.gov.au/documents/documents/agreements/fwa/AE899857.pdf>;
- “F” *APA Transmission Pipelines (WA, NT, QLD & Moomba) Enterprise Agreement 2015*: clause 20.6 and Appendix E – available here:

<https://www.fwc.gov.au/documents/documents/agreements/fwa/AE416148.pdf>;

- “G” *APA SA Networks Agreement 2015*: clause 4.3.5 – available here:  
<https://www.fwc.gov.au/documents/documents/agreements/fwa/AE414183.pdf>;
- “H” *Jemena Gas and Water Enterprise Agreement 2015*: clause 3.8.11 – available here:  
<https://www.fwc.gov.au/documents/documents/agreements/fwa/AE417709.pdf>;
- “I” *APA Networks Agreement (Qld) 2015*: clause 4.3.4 – available here:  
<https://www.fwc.gov.au/documents/documents/agreements/fwa/AE413422.pdf>;
- “J” *APA NSW Transmission Pipelines Enterprise Agreement 2011 - 2014*: clause 25 – available here:  
<https://www.fwc.gov.au/documents/documents/agreements/fwa/AE892365.pdf>;
- “K” *ZNX Gas (ACT Region) Enterprise Agreement 2013*: clause 3.8 – available here:  
<https://www.fwc.gov.au/documents/documents/agreements/fwa/AE406414.pdf>.



Stephen Crawford  
**SENIOR NATIONAL LEGAL OFFICER**

**10.3.4(b)** Unless specifically provided for elsewhere in this award, employees required to work on a Sunday shall be paid at double time for such work, with a minimum payment equivalent to four hours at ordinary time.

**10.3.4(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.

### **10.3.5 Public holidays**

**10.3.5(a)** An employee may be required to work on any public holiday.

**10.3.5(b)** Except as provided for in 10.3.5(d) hereof, employees required to work on a public holiday shall be paid at the rate of two and one half times for such work, with a minimum payment equivalent to four hours at ordinary time.

**10.3.5(c)** Payment at two and one half times shall continue to apply to all continuous work commencing on a public holiday but finishing on the following day.

**10.3.5(d)** 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.

### **10.4 Availability duty**

In the event of any inconsistency between this clause and other award clauses then this clause shall take precedence.

**10.4.1 Availability duty** means that the employee is continuously available outside normal working hours to attend an urgent or emergency situation and when paged or upon receiving a telephone call must respond immediately. All employees on availability duty must have a pager or other means of communication and a telephone connected to their home to participate in availability duty. The employer shall reimburse the employee for the cost incurred, except for the home telephone connection. The provisions of this subclause do not apply where such items are supplied and paid for by the employer.

**10.4.1(a)** When an employee is called they must respond to the call within fifteen minutes and be in attendance at the emergency or urgent situation within one hour of receiving the call. These response time arrangements may be altered for a section of the employer's employees or for particular emergency/urgent situations by agreement between the employer and the employee concerned. The relevant union shall be consulted prior to the introduction of such changes.

**10.4.2** An employee shall for each week for which the employee is required to carry out availability duty, be paid an allowance equal to 30% of band seven level one (90%) of the appropriate Schedule expressed as a weekly amount. Employees engaged on availability duty for 124.75 hours will receive the full amount per week; employees engaged on availability duty for 56 hours will receive an equivalent pro rata amount per week.

**10.4.2(a)** Subject to the provisions of 10.4.2(b) hereof all time worked under this clause shall be paid at time and one half for the first two hours and at double time thereafter, with a minimum payment equivalent to one and one half hours at ordinary rates. In such circumstances time reasonably spent travelling from home to the job and return shall be regarded as time worked for the purposes of this clause.

**10.4.2(b)** The minimum payments described in 10.4.2(a), 10.4.3(a) and 10.4.3(b) hereof do not apply to situations handled exclusively by means other than direct attendance. Urgent or emergency situations resolved by employees using means other than direct attendance, will receive overtime or penalty payments for all time spent in resolving the urgent or emergency situation.

**10.4.2(c)** Subject to the provisions of 10.4.2(f) hereof an employee shall be entitled to a break of ten hours between the finish of the employee's last callout and before reporting again for duty provided the callout requires direct attendance. In such circumstances the employee will not incur a reduction in payment for ordinary hours of work. When directed to resume work before such a break is taken, the employee shall be paid at the rate of double time for time subsequently worked until a break of at least ten hours has been taken.

**10.4.2(d)** If an employee starts a callout in the period before 3:00 a.m. and completes the callout after 3:00 a.m. on a normal working day, the employee will not be required for any further work that day and will not incur a reduction in payment for ordinary hours of work.

**10.4.2(e)** If an employee starts a callout in the period between 3:00 a.m. and a time two and one half hours before the employee's normal starting time on a normal working day, the employee will not be required for any further work that day and will not incur a reduction in payment for ordinary hours of work.

**10.4.2(f)** If an employee starts a callout in the period after a time two and one half-hours before normal starting time on a normal working day, the ten hour break does not apply. Payment for the time worked before normal start time is at normal overtime rates (time and one half for the first two hours and at double-time thereafter, with a minimum payment equivalent to one and one half-hours at ordinary rates).

**10.4.3** An employee required to undertake availability duty on the following public holidays: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Melbourne Cup Day or its country equivalent, will be subject to the following conditions:

**10.4.3(a)** Subject to the provisions of 10.4.2(b) hereof, if required to work on a public holiday the employee will be paid at the rate of two and one half times the ordinary rate of pay for all hours worked on the public holiday. A minimum payment of eight hours at ordinary rates will apply to any work performed between normal start time and normal finish time on the public holiday should the total pay for all hours worked during normal working hours (i.e. ordinary rate x 2.5 times) be less than eight hours pay at ordinary rates. Work performed on a public holiday before normal start time and after normal finish time will be paid at the rate of two and one half times the ordinary rate of pay with a minimum payment of two and one half hours at ordinary rates.

**10.4.3(b)** If not required to work during normal working hours on a public holiday the employee will be granted one day in-lieu to be taken at a mutually agreed time between the employee and the employee.





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## AN140130 – Gas Industry Award - State 2003

### 6.6 ON CALL AND DUTY EMPLOYEES

6.6.1 A complaints man or serviceman rostered for duty on any day Monday to Sunday inclusive shall be paid an additional allowance of one hour's pay at the rate of time and a-half for each day on which they are so rostered.

6.6.2 All time during which an employee is so rostered shall be deemed to be time worked for all purposes of clause 6.3 (Overtime) and clause 7.7 (Public holidays) of this Award.

6.6.3 Where an employee so rostered is required to continue working beyond the end of the period during which they are so rostered they shall be paid at the applicable rate until the time they return home from such work:

Provided that an employee shall not be deemed to be rostered for duty in accordance with clause 6.6 unless their roster conforms to the following requirements:

(a) Such period of being rostered for duty on any day Monday to Friday inclusive shall be continuous with ordinary working hours and shall thereafter be continuous except for one break of not more than 2 hours.

(b) On any day Monday to Sunday inclusive the minimum unbroken period other than a period continuous with ordinary working hours during which an employee shall be so rostered shall be one hour, and they shall be so rostered for not more than one such unbroken period of less than 2 hours on any day.

6.6.4 An employee other than a complaints man or a serviceman who is required to remain on call for emergency work outside ordinary working hours shall be paid one and a-half hour's additional pay at the rate provided by clause 5.4 for a servicelayer for each day they are required to remain on call.

6.6.5 An employee who is called out to perform work whilst they are so required to remain on call shall be deemed to have worked from the time of leaving their home to commence that work until the time they return home from such work for all purposes of clause 6.3 (Overtime) and clause 7.7 (Public holidays) of this Award:

Provided that where such work on a call out entitles an employee to a payment of less than the equivalent of 3 hours' wages at ordinary rates under clause 6.3 (Overtime) or clause 7.1 (Annual leave), they shall be paid 3 hours' wages at ordinary rates for such call out.

Such employee shall have one day added to their annual leave for each public holiday on which they are so required to remain on call.



**AP824709CRV - The Gas Industry (Contractors - Mains and Services) Award 2003****28. STAND-BY DUTY, ON-CALL**

*[28.1 varied by PR934638 PR948170 PR960979 PR975134 PR979612; PR983376  
ppc 01Oct08]*

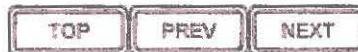
**28.1** An employee who is required by the employer to be available for duty at all times for emergency and/or breakdown work shall be paid an allowance of \$114.89 per week, whilst so standing-by.

**28.2** Stand-by duty shall be undertaken according to a roster and schedule mutually agreed to provide that each weekly cycle for such duty shall commence at the normal finishing time each pay week.

**28.3** An employee who is instructed to hold himself/herself in readiness to work after his/her ordinary working hours, that is, on stand-by or on-call, and is not on the roster for such duty shall be paid an allowance pro rata to the allowance specified in 28.1 with a minimum payment of four hours at his/her ordinary rate of pay.

**28.4** For each public holiday an employee is required to be on stand-by or on-call, he/she shall have one day added to his/her annual leave.

**28.5** The provisions of clause 13 - Conditions - general, shall apply to employees on stand-by duty, or on-call.



ELECTRICAL POWER INDUSTRY AWARD 2010 [MA000088]

[History of variations](#) | [Download: Current award](#) | [Current award](#) | [Information](#) | [Reading this award](#) | [Subscribe to updates](#)

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## 18. Allowances

To view the current monetary amounts of work-related allowances refer to the [Allowances Sheet](#).

[Varied by [PR998107](#), [PR509240](#), [PR523070](#), [PR536873](#), [PR551796](#), [PR566897](#)]

### 18.1 Meal allowance

[18.1 varied by [PR998107](#), [PR509240](#), [PR523070](#), [PR536873](#), [PR551796](#), [PR566897](#) ppc 01Jul15]

An employee who is entitled to a meal allowance as provided for in clause 25—Breaks, will be entitled to an employer provided meal or a meal allowance of \$14.95 per meal.

### 18.2 Motor vehicle allowance

An employee who, by prior agreement with the employer, uses a private motor vehicle for work purposes where no company vehicle is provided or available will be entitled to payment as follows:

[18.2(a) varied by [PR523070](#), [PR536873](#), [PR551796](#) ppc 01Jul14]

(a) motor vehicle—\$0.78 per kilometre; and

[18.2(b) varied by [PR551796](#) ppc 01Jul14]

(b) motorcycle—\$0.26 per kilometre.

### 18.3 Availability allowance

Where the employer requires an employee to be available for duty after normal working hours in accordance with an availability roster under clause 24.5 the employee will be entitled to be paid an allowance as follows:

(a) 1 in 5 or more—18% of the standard rate payable daily (on a pro rata basis) or weekly; or

(b) 1 in 4 or less—26% of the standard rate payable daily (on a pro rata basis) or weekly.

### 18.4 First aid allowance

(a) An employee who has been trained to render first aid and is a current holder of appropriate first aid qualifications such as a certificate from the St John Ambulance or



(d) An employer must not change the structure of a roster or implement a new roster unless it has given all affected employees at least four weeks' notice of the change or new roster, or secured the agreement of all affected employees.

(e) An employer may require an employee to work a different shift or shift roster upon giving 48 hours' notice or such shorter period as is agreed or as operational circumstances reasonably require.

(f) Subject to the approval of the employer, employees may, by agreement, exchange shifts and days off, but in these circumstances pay will be as if the work had proceeded according to the roster.

### **24.3 Recall**

An employee recalled to work overtime, other than for emergency work, after leaving the employer's premises (whether notified before or after leaving the premises) will be engaged to work for a minimum of three hours or will be paid for a minimum of three hours' work in circumstances where the employee is engaged for a lesser period.

### **24.4 Call-out**

(a) An employee called out on emergency work will be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time, and payment will be calculated accordingly, but such payment must not be less than two hours at the appropriate overtime rate.

(b) For the purposes of clause 24.4(a), an employee called out on emergency work means an employee required to attend to a call-out request on an unscheduled basis outside of normal business/roster hours.

### **24.5 Availability duty and duty officer**

(a) An employee may be required, on a rostered basis, to make themselves available outside of ordinary working hours. Such an employee includes a duty officer and will be paid the availability allowance in clause 18.3.

(b) A duty officer will be paid for the time spent working on the telephone whenever the period or periods aggregate to more than 15 minutes per day. Such payment is at the applicable penalty rate. A call-out minimum does not apply to time spent on the telephone.

(c) For each year of continuous rostering on availability duty, an employee will receive an additional week's availability allowance in addition to their annual leave entitlements.

### **24.6 Daylight saving**

(a) Where by reason of State or Territory legislation summer time is prescribed as being in advance of the standard time in that state, the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period or commencing on or before the time prescribed by the relevant legislation for the termination of a summer time period, is deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the

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- i. 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 company.

### 3.4 Salary Sacrifice

- 3.4.1 ZNX does provide salary sacrifice opportunities for Employees provided they do not involve additional cost to the company, 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 occupational health and safety standards.
- 3.6.2 Should the Employer authorise the use of 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 The base salaries set out in Appendix A compensate Employees for all applicable allowances prescribed in the Award which are not provided for in this Agreement. The allowances set in the Award will therefore not apply.
- 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 of **\$14.00 per week**.
- 3.7.3 **I&C Allowance** -An Employee engaged in the classifications of Service Technician Level 3 or Service Technician Level 4 who is competent and required by the company to change I&C Meters larger than AL1000 will receive a weekly allowance of **\$23.29 per week** upon approval of the agreement by FWA. For the avoidance of doubt no Employee employed in any other classification other than the roles identified in this Clause will be eligible to claim this allowance. Employees that are required to assist staff changing I&C Meters will not be eligible to claim this allowance. e.g. assisting lift equipment

### 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 a 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 base rate. If a call is resolved from home on a public holiday a minimum 2 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 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 company 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 payment made to them in accordance with the public holiday Clause 5.11 and 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 - to be discussed
- i. Weekly - \$445 per week
  - ii. Monday-Friday - \$ 49.42 per day
  - iii. Weekend - \$ 98.89 per day

### 3.9 Travelling

- 3.9.1 When an Employee is required to perform or travel to or from work locations Nowra, Cooma or Sydney, outside of business hours the Employee shall be entitled to claim travel time at the rate of 1.5 of the ordinary rate.
- 3.9.2 When an Employee who is based in Goulburn is required to travel to Canberra, or the Employee is based in Canberra and required to travel to Goulburn, travel outside of normal business hours shall be paid at 1.5 of the ordinary rate of pay for travelling time which exceeds 30 minutes one way. For the avoidance of doubt, the first 30 mins will be unpaid.

### 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 Drivers Licence if the employee is required to drive a vehicle.

### 3.11 Superannuation

- 3.11.1 Subject to Appendix E, Employer superannuation contributions for all Employees are paid on ordinary time earnings at the Superannuation Guarantee Legislation (SGL) rate of 10%. The SGL increase of 0.25% effective 1 July 2013 will be added to the current contribution of 10%.
- 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 C-Bus Superannuation.
- 3.11.4 Chifley Financial Services is a registered industry super 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

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- c) The Travel Field Allowance will not apply where the Project Allowance is payable. Where applicable, travel expenses will be paid in addition to the Project Allowance.

## **20. Allowances and Reimbursements**

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20.1 The First Aid Allowance and the Leader Allowance will be adjusted each year by the same percentage as the annual pay adjustment specified in the Agreement – clause 17.1.

20.2 All other allowances will be adjusted at the time of the annual pay adjustments as specified in Appendix E.

### **20.3 First Aid Allowance**

This allowance will be adjusted as per clause 17.1

- a) An Employee who holds an accredited and current First Aid Certificate and who is appointed by the Employer to be responsible to render first aid to other Employees will be paid in accordance with Appendix E;
- b) An Employee must hold and continue to hold a current First Aid qualification and a current CPR qualification to be eligible to receive the allowance; and
- c) An Employee who ONLY holds a current CPR qualification is not eligible to receive the allowance;
- d) The appointment will be reviewed annually.

### **20.4 Licence/professional reimbursement**

Where possession of a mandatory heavy vehicle, plumbing or electrical licence is required to perform specific work or an Employee obtains a licence (other than a car licence) to undertake work at the Employer's request, the Employee will be reimbursed any additional annual cost of each licence.

### **20.5 Clothing provision**

The Employer will provide all protective clothing. Personal protective equipment (PPE) will be issued based on business requirements and normal wear and tear.

Where it is necessary that an Employee wear protective clothing the Employer will reimburse the Employee the cost of purchasing such clothing, provided this clothing complies with the Company safety standards. The provisions of this clause do not apply where the protective clothing is supplied to the Employee at the Employer's expense.

### **20.6 On-call Allowance**

On-call allowance will be paid to Employees who are rostered on the on-call roster and required to be available to be called out for duty or to resolve calls from home. The allowance for on-call is contained in Appendix E. This allowance will be adjusted as per clause 17.1.

### **20.7 Telephone reimbursement**

Where the Employee is not provided with a mobile telephone, or where the mobile phone network used does not provide reliable coverage in the Employee's home area and an Employee is required by the Employer to take or make telephone calls for the Employer's purpose, the Employee shall be reimbursed telephone rental and the actual calls made on the Employer's business. Employees who are required to use their home telephone line for data transmission for the Employer's purpose shall be reimbursed telephone rental and actual calls made on the Employer's business.

APA Transmission Pipelines (WA, NT, QLD & Moomba) Enterprise Agreement 2015

**Appendix E – Allowances Matrix**

Allowance	Amount	Comments	Paid Fortnight	Per Annum Total	Wage Related % increase
Leader Allowance	\$234.84	Per fortnight. Annual amount for Band B and C Leading Hands or Team Leaders.	✓	\$6,129.32	✓
First Aid Allowance	\$34.96	Per fortnight	✓	\$912.46	✓
On-call - Monday-Friday	\$67.49	Per day	✓		✓
On-call – weekend	\$134.98	Per weekend day	✓		✓
On-call - weekly (7 Days)	\$609.81	Per week	✓		✓
On-call - FIFO	\$89.97	Per day - 1/7th of weekly	✓		✓
Operations Allowance - 15/13 (WA & QLD)	31.5%	Fortnightly payment	✓		✓
Operations Allowance - 12/9 (QLD)	21.0%	Fortnightly payment	✓		✓
Operations Allowance - 5/2 (WA - Karratha, Kalgoorlie, Newman)	37.5%	Fortnightly payment	✓		✓
Operations Allowance - Mondarra	62.5%	Fortnightly payment	✓		✓
Operations Allowance - WA Gas Control	54.5%	Fortnightly payment	✓		✓
Overtime Allowance		Anticipated annual overtime hours paid fortnightly, reviewed annually July 1.	✓		✓
Breakfast - Travel	\$25.35	Daily amount. Reviewed and adjusted yearly to ATO guidelines effective July 1.	✓		ATO
Lunch - Travel	\$28.55	Daily amount. Reviewed and adjusted yearly to ATO guidelines effective July 1.	✓		ATO
Dinner - Travel	\$48.65	Daily amount. Reviewed and adjusted yearly to ATO guidelines effective July 1.	✓		ATO
Incidentals - Travel	\$18.70	Daily amount. Reviewed and adjusted yearly to ATO guidelines effective July 1.	✓		ATO
Travel Field Allowance (TFA) - Residential Roster / Day Workers per night	\$70.00	Daily amount. Adjusted by annual CPI in arrears effective July 1.	✓		CPI
Travel Field Allowance (TFA) - FIFO 12/9	\$70.00	Based on number of nights rostered on site - 173	✓	\$12,110.00	CPI
Travel Field Allowance (TFA) - FIFO 15/13	\$70.00	Based on number of nights rostered on site - 165	✓	\$11,550.00	CPI

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- (e) Where an Employee is terminated from employment before the recognised pay day, all due entitlements and salary shall be paid within a week of termination of service by electronic funds transfer.

#### **4.2. Salary Sacrifice**

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Employees may salary sacrifice in line with ATO guidelines. Where a salary sacrifice arrangement is elected and agreed, the agreement shall be in writing and signed by the Employer and the Employee.

The Employer will not be responsible for incurring any additional costs of any nature due to the existence of any salary sacrifice arrangement.

#### **4.3. Allowances and Reimbursements**

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##### **4.3.1. First Aid Allowance**

An Employee who holds an accredited and current certificate in first aid and who is appointed by the Employer to be responsible to render first aid to other Employees will be paid in accordance with Appendix 2.

Conditions of appointment:

- (a) An Employee must hold and continue to hold a current First Aid qualification and a current CPR qualification to be eligible to receive the allowance; and
- (b) An Employee who ONLY holds a current CPR qualification is not eligible to receive the allowance; and
- (c) Appointment will be reviewed annually.

##### **4.3.2. Emergency Control Warden Allowance**

An Employee who is trained and appointed as a designated Emergency Control Warden will be paid an allowance as specified in Appendix 2.

##### **4.3.3. Licence/Professional reimbursement**

The Employer will reimburse fees for all Employees for training to achieve and maintain trade accreditation licensing fees where legislation and the Employer requires that person be registered to perform that type of work as a requirement of their position and individual duties.

##### **4.3.4. Overnight Travel Allowances**

Travel expenses will be paid for Employees travelling on Company business in accordance with ATO schedules as set out in Appendix 2.

##### **4.3.5. On Call, Standby and Call Out Arrangements**

The Employer maintains a 24 hours per day, 7 days per week operation to ensure public and gas consumer safety, and this is facilitated by a standby system which requires Employees to be available after their ordinary working hours, including where appropriate on a rostered arrangement.

In recognition of the variations in each area of operation, standby may operate differently in each department but with some general principles.

All Employees required on standby are rostered onto standby for a minimum of 5 consecutive days, up to 7 days, dependant on the department operational requirements and on agreement with the Employees and the managers of the departments.

When an Employee on a standby roster resolves a call/alarm without having to leave their home, they shall be paid at a minimum of one hour at the rate of time and half for each call. However, if a subsequent call/alarm is received or actioned within this one hour period, the Employee cannot make any additional claim for payment.

If an Employee is required to leave home while on standby to attend a call/alarm between the hours of 9.30pm to 5.00am, the Employee will be entitled to a break of 10 hours from the time of returning from the last call and reporting again for duty.

**Note:** 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.

There is an obligation for Employees to participate equitably in a standby roster, when suitably skilled to do so.

- (a) An Employee rostered on a standby roster will be paid an allowance specified in Appendix 2 of this Agreement. This allowance covers the standby Employee's guarantee of availability to attend to callouts, or calls and alarms.
- (b) In addition to the standby allowance detailed in Appendix 2, Employees in Find and Fix Leak crews will operate as per the following:
  - (i) Their Normal Rate of Pay 7.6 hours per day will be paid.
  - (ii) Where a crew is not called out an allowance as per Appendix 2 will be applicable.
  - (iii) Where a crew is called out, all time worked between 3:30pm to 11:30pm will be paid at 1.5 times their Base day time rate
  - (iv) All time worked between 11:30pm to 7:30am will be paid at 2 times their Base daytime rate.
  - (v) No shift work or meal allowances apply
  - (vi) Where a crew works beyond 5:30am a ten hour break will apply.

Public holiday rates apply under this agreement when a public holiday falls on Monday to Friday roster.

- (c) An Employee not on standby duty, and not receiving a standby allowance as per Appendix 2, who is called out from home (prior to 7.00am or at weekends or public holidays) after ceasing normal duty, will be paid at double time rate for a minimum period of three hours. Any further call-out which falls within the three hour period will be treated as part of the initial call-out. Any subsequent call outs will be paid at double time rate only for the time taken to respond to the call(s).

- (d) Where an Employee has been rostered on standby in a work area other than the Leakage Department, the period of standby will be from the conclusion of their normal finishing time to the commencement of their normal starting time on Monday to Friday inclusive, and all hours on Saturday, Sunday and Public Holidays.
- (e) The following points do not apply to find and fix crews:
  - (i) When an Employee on a standby roster is called out to attend site they will be paid at double time rate for a minimum period of three hours to attend to the call out, leaving from home and returning to home in a direct route. If they are called to attend another site prior to returning home they will be paid double time rates for a total of the time from leaving home to attend the original call out and to returning home in a direct route from the subsequent call out(s). Any subsequent call outs will be paid at double time rate only for the time taken to respond to the subsequent call(s).
  - (ii) If an Employee is required to leave home to attend on site a single call / alarm or group of calls / alarms for three hours or more, the Employee will be paid at double time after the initial three hour period has elapsed.
  - (iii) If an Employee is required to leave home while on standby to attend a call or alarm between the hours of 9.30pm to 5.00am, the Employee will be entitled to the 10 hours break from duty provision, from the time of returning from the last call.
  - (iv) When an Employee's only job received while on standby is to attend a call or alarm between 5.00am and 7.00am then the Employee is not eligible for the 10 hour break. In this case the Employee will receive the standard minimum call out rate of double time and the remaining normal working hours of the day will be paid at the Employees' Normal Rate of Pay.
  - (v) An Employee not on standby duty, and not receiving a standby allowance, who is called out from home after ceasing normal duty or prior to 7.00am, weekends or public holidays, will be paid at double time rate for a minimum period of three hours. Any further call-out which falls within the three hour period will be treated as part of the initial call out. Any subsequent call outs will be paid at double time rate only for the time taken to respond to the call(s).

#### **4.3.6. SARIS Safety And Reliability Incentive Scheme**

The Safety And Reliability Incentive Scheme for SA Networks is an incentive policy based on the Employer SA Networks KPI's which reflect important compliance, quality and safety performance indicators.

SARIS encompasses different work groups across the SA Networks with each work group setting and working towards defined weekly, monthly or yearly targets which will be defined as achievable but challenging to drive improvement in each workgroups performance.



- 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).

**3.8 Standby / Call Out**

- 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 three (3) hours at the Base Rate.
- 3.8.5 Employees who are required by the Employer to resolve calls from home when on Standby will be paid a minimum 1.5 hours at the Base Rate. If a call is resolved from home on a public holiday a minimum four (4) hours at the Base Rate will be paid.
- 3.8.6 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 The Standby allowance amounts are as follows:

Weekly	\$ 473.80 per week
Monday to Friday	\$ 52.80 per day
Weekend	\$ 104.91 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

The Employer will reimburse fees for all Employees for training to achieve and maintain trade accreditation and licensing fees where legislation and the Employer requires that person be licensed and registered to perform that type of work as a requirement of their position and individual duties. A "C Class" (driver's license) is excluded.

#### **4.3.2. Travel Expenses**

Travel expenses will be paid for employees travelling on company business in accordance with Appendix 3. Where an employee agrees to use their own vehicle for business purposes, and such use is authorised by the employer, the employee shall be entitled to reimbursement in line with the Australian Tax Office (ATO) guidelines relating to mileage as varied from time to time. Reimbursement shall be on a per kilometre basis and the actual kilometres to be claimed shall be authorised by the employer's manager.

#### **4.3.3. On Call and Call Out Arrangements**

The parties agree that all employees are expected to be available to participate in a reasonable amount of on-call 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 on-call duties

Employees on the on-call roster will be paid according to the on-call allowance in Clause 4.3.4. This allowance covers the Employee's guarantee of availability to attend to callouts, call or alarms.

Employees called to work overtime under this clause will be paid in accordance with Clause 3.2.

An employee who is rostered on-call and is unavailable when requested to work after normal ordinary hours shall not be paid the on-call allowance for that day/week and may face disciplinary action, depending on the circumstances.

An employee who is rostered to be on-call 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. Customer Service Centre employees that are required to work a full day on a public holiday will also receive 7.6 hours added to their leave entitlements. This leave credit will be separate from their annual leave entitlement and must be taken within 6 weeks from the date of accrual of this leave or paid out at ordinary time rates.

#### **4.3.4. On Call Allowance Amounts**

These rates will be increased in accordance with Clause 4.1 .

<b>Allowance</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Week Day Rate (Monday–Friday Inclusive)	\$61.89	\$63.75	\$65.66
Week End Day Rate (Saturday – Sunday Inclusive)	\$123.78	\$127.50	\$131.33
Meal Allowance	ATO rate	ATO rate	ATO rate

**25. STANDBY AND CALL OUTS**

- a) 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 standby duties.
- b) Employees on the standby roster will be paid according to the standby allowance in Clause 25 (j) of this Agreement. This allowance will be adjusted by the same percentage and at the same date as the *Salary Adjustments* in Clause 20.1.
- c) Employees called to work overtime under this clause will be paid according to the call out overtime rate.
- d) An Employee rostered on standby who fails to be available when requested to work after normal ordinary hours shall not be paid the standby allowance.
- e) An Employee rostered on standby on a public holiday shall have one day or 7.6 hours added to their annual leave.
- f) An Employee shall be paid the daily standby allowance amount for each day they are instructed to 'stand by' after ordinary hours when they are not rostered on the standby roster.
- g) An Employee who is on standby and is called out shall be paid from the time they leave their home until the time they return to their home at the appropriate overtime rate with a minimum payment of 3 hours at the overtime rate..
- h) An Employee who is rostered on standby on a public holiday and is called out shall be paid a minimum of 4.32 hours at the overtime rate i.e. the rate applicable is in addition to the standard public holiday day rate. (Note: this is the equivalent of 8 hours at the base rate).
- i) 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 (i.e., from the time an Employee leaves home until the Employee returns home). For the purposes of payment each job does not stand-alone.
- j) **Standby Allowance amounts**

	Weekly	Mon-Fri	Weekend per day
1 April 2012	\$563.80	\$62.40	\$124.80
1 April 2013	\$586.36	\$64.90	\$129.79
1 April 2014	\$609.81	\$ 67.49	\$134.98

**26. SPECIAL LEAVE**

**26.1 Remote area travel leave**

On completion of 12 months service, all permanent employees based in Cobar shall receive an entitlement of two (2) days paid remote travel leave per twelve month period.

"K"

Meters larger than AL1000 will receive a weekly allowance as outlined in the table below. For the avoidance of doubt no Employee employed in any other classification other than the roles identified in this Clause will be eligible to claim this allowance. Employees that are required to assist staff changing I&C Meters will not be eligible to claim this allowance. e.g. assisting lift equipment

<b>On Approval in FWA – Weekly Rate</b>	<b>Effective 12th February 2015</b>	<b>Effective 12th February 2016</b>
\$24.05 per week	\$24.83 per week	\$25.64 per week

### **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 a base rate.
- 3.8.5 Employees who are required by the Employer to resolve calls from home when on standby will be paid a minimum 1.5 hours at base rate. If a call is resolved from home on a public holiday a minimum 2 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 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 company 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 payment made to them in accordance with the public holiday Clause 5.11. Where an employee's leave balance is less than 30 days, an employee 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. Where an employee's leave balance is greater than 30 days, the 7.6 hours will be paid to the employee rather than receiving a Day in Lieu. Where operational and/or individual circumstances result in an employee being unreasonably affected by the application of these options, management in its discretion may agree to credit a day in lieu (rather than 7.6 hours payment) to that employee.



### 3.8.11 Standby Allowance Amounts

- i. Weekly - **\$460.00 per week**
- ii. Monday-Friday - **\$ 50.60 per day**
- iii. Weekend - **\$ 102.35 per day**

### 3.9 Travelling

- 3.9.1 When an Employee is required to perform or travel to or from work locations Nowra, Cooma or Sydney, outside of business hours the Employee shall be entitled to claim travel time at the rate of 1.5 of the ordinary rate.
- 3.9.2 When an Employee who is based in Goulburn is required to travel to Canberra, or the Employee is based in Canberra and required to travel to Goulburn, travel outside of normal business hours shall be paid at 1.5 of the ordinary rate of pay for travelling time which exceeds 30 minutes one way. For the avoidance of doubt, the first 30 mins will be unpaid.

### 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.

### 3.11 Superannuation

- 3.11.1 Subject to Appendix E, Employer superannuation contributions for all Employees are paid on ordinary time earnings at the Superannuation Guarantee Legislation (SGL) rate of 1 % above the Superannuation Guarantee Levy (SGL).
- 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 C-Bus Superannuation.
- 3.11.4 Chifley Financial Services is a registered industry super 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.