



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Downer Utilities Australia Pty Ltd T/A Downer
(AG2019/3083)

DOWNER UTILITIES AUSTRALIA PTY LTD (GAS) ENTERPRISE AGREEMENT 2019 - 2022

Oil and gas industry

COMMISSIONER GREGORY

MELBOURNE, 3 OCTOBER 2019

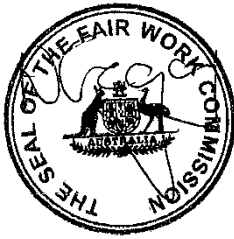
Application for approval of the Downer Utilities Australia Pty Ltd (Gas) Enterprise Agreement 2019 - 2022.

[1] An application has been made for approval of an enterprise agreement known as the *Downer Utilities Australia Pty Ltd (Gas) Enterprise Agreement 2019 - 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Downer Utilities Australia Pty Ltd T/A Downer. The Agreement is a single enterprise agreement.

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

[3] The Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, and the Transport Workers' Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 October 2019. The nominal expiry date of the Agreement is 30 June 2022.



COMMISSIONER

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**DOWNER UTILITIES AUSTRALIA PTY LTD (G A S)
ENTERPRISE AGREEMENT 2019 - 2022**

PART 1 -APPLICATION AND OPERATION OF AGREEMENT

1. Title

- 1.1 This Agreement shall be known as the Downer Utilities Australia Pty Ltd (Gas) Enterprise Agreement 2019 – 2022.

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3. Application

- 3.1 This Agreement shall apply to the employment of all persons employed by the Company throughout Australia (other than in Western Australia) in connection with the provision of utilities services work, as set out in the classifications in this Agreement (Appendix A).

4. Relationship to the Award, Other Agreements and the National Employment Standards

- 4.1 This Agreement shall apply to the total exclusion of all other industrial awards or agreements as they may apply to the Employees engaged in or in connection with the provision of services to the utilities industry throughout Australia (other than Western Australia) .
- 4.2 This Agreement supersedes and wholly replaces all other Enterprise Agreements binding upon the Company, in respect of employees within its scope and displaces any applicable award. This includes agreements which apply to the Company as a party and also those which bind it by operation of the Fair Work Act 2009 or any legislation preceding or succeeding that Act.
- 4.3 Where a provision of this Agreement is inconsistent with the National Employment Standards, the more favourable provision will prevail to the extent of the inconsistency.

5. Definitions

"Act" means the Fair Work Act 2009.

"Agreement" means the Downer Utilities Australia Pty Ltd (Gas) Enterprise Agreement 2016 to 2018.

"Company" means Downer Utilities Australia Pty Ltd (ABN 65 075 194 857)

"CPI" means the Consumer Price Index all groups, weighted average of eight capital cities

"Employee(s)" means employee(s) of Downer Utilities Australia Pty Ltd whose job classification and function is within the scope and application of this Agreement.

"FWC" means Fair Work Commission.

"Income Protection" shall be in accordance with clause 40

"Regular casual employee" shall mean a casual Employee who has, in the preceding period of 12 months, worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full time or part time Employee under the provisions of this agreement.

"Union" or "unions" mean Plumbing and Pipe Trades Employees' Union and/or Transport Workers' Union.

"Work Performance" means an Employee conducting him/herself in accordance with the

Company's Values and general performance of Quality of Work, Quantity of Work and Attendance. A review of an Employee's performance will be conducted using feedback

6. Date and Period of Operation

Subject to the Act, this Agreement shall come into operation seven days after the agreement is approved by the Fair Work Commission. The nominal expiry date of the agreement is 30 June 2022.

7. Parties Covered

This Agreement covers:

- 7.1 The Transport Workers Union of Australia ("TWU");
- 7.2 The Plumbing and Pipe Trades Employees Union ("PPTEU");
- 7.3 Downer Utilities Australia Pty Ltd; and
- 7.4 All Employees of the Company falling within the scope of this Agreement.

8. Types of Employment

8.1 A **Full time** employee is an employee who works an average of 38 ordinary hours per week.

8.2 A **casual** Employee is one who is engaged by the Company by the hour and paid as such.

(a) The period of employment will be determined by the Company.

(b) A 25% per cent loading on base rate of pay will be paid to the casual Employee in lieu of payment for personal leave, public holidays, annual leave and any other entitlement to which full time employees are entitled. A 10% loading shall be included for the purposes of calculating any overtime or penalty rates to a casual Employee. If for any reason a court or a tribunal determines that the Employee is not a casual Employee, the Employer may set off against the all-purpose rate, the value of any paid leave that accrues or has accrued, and any other identified entitlement, that was intended to be covered by the 25% loading. This set off will operate so as to ensure that Employees are not "paid twice" for any such entitlement.

(c) In circumstances where an ongoing Employee is credited with leave as a result of subclause c) (above), the leave will be deemed to have already been paid, and may be taken as unpaid leave, to the extent that the value of that leave has been set off against the casual Employee's all-purpose rate.

(d) A minimum payment of 4 hours at the appropriate rate shall be made for each continuous period worked by a casual Employee.

8.3 A **part-time** employee is an employee who:

- (a) A part-time employee is an employee who is engaged to work less than 38 ordinary hours per week.
- (b) Before commencing part-time employment, the employee and employer must agree upon:
 - (i) the hours to be worked by the employee, the days upon which they will be worked and the commencing and finishing times for the work; and
 - (ii) the classification applying to the work to be performed.
- (c) Except as otherwise provided in this agreement, a part-time employee is entitled to be paid for the hours agreed upon in accordance with b(ii) of this clause.
- (d) The hours and days of work may be varied by consent.
- (e) The terms of the part time agreement or any variation to it must be in writing and retained by the employer. A copy of the agreement and any variation to it must be provided to the employee by the employer.
- (f) A part-time employee must be paid per hour 1/38th of the weekly rate prescribed by Appendix A for the classification in which the employee is engaged. A part-time employee must receive a minimum payment of four hours for each day engaged.
- (g) The terms of this award apply pro rata to part-time employees on the basis that ordinary weekly hours for full-time employees are 38.
- (h) All time worked in excess of the agreed hours referred to in clause 8.3(b) (i) will be paid at the appropriate overtime rate

8.4 An **apprentice** is an employee bound by a contract of training registered with the appropriate State or Territory training authority.

9. Casual Conversion to Full or Part Time Employment

This clause only applies to a regular casual Employee. A regular casual Employee is a casual Employee who has, in the preceding period of 12 months, worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a full time or part time Employee under the provisions of this agreement.

- (i) A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to full time employment.
- (ii) A regular casual Employee who has worked equivalent full-time hours over the preceding period of 12 months' casual employment may request to have their employment converted to part time employment consistent with the pattern of hours previously worked.
- (iii) Any request under this subclause must be in writing and provided to the Employer.

- (iv) Where a casual Employee seeks to convert to full time or part time employment, the Employer may consent to or refuse the request, but only on reasonable grounds. In considering a request, the Employer may have regard to any of the following factors:
 - a) The size and needs of the workplace or enterprise;
 - b) The nature of the work the Employee has been doing;
 - c) The qualifications, skills and training of the Employee;
 - d) The trading patterns of the workplace or enterprise (including cyclical and seasonal trading demand factors);
 - e) The Employee's personal circumstances, including any family responsibilities; and
 - f) Any other relevant matter.
- (v) Reasonable grounds for refusal include that:
 - a) It would require a significant adjustment to the casual Employee's hours of work in order for the Employee to be engaged as a full time or part time Employee in accordance with the provisions of this agreement – that is, the casual Employee is not truly a regular casual Employee as defined in clause 5; or
 - b) It is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months; or
 - c) It is known or reasonably foreseeable that the hours of work which the regular casual Employee is required to perform will be significantly reduced in the next 12 months; or
 - d) It is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the Employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the Employee is available to work.
- (vi) For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable.
- (e) Where it is agreed that a casual Employee will have their employment converted to full time or part time employment as provided for in this clause, the Employer and Employee must discuss and agree upon:
 - (vii) The form of employment to which the Employee will convert – that is, full time or part time employment; and
 - (viii) If it is agreed that the Employee will become a part time Employee, the matters referred to in clause 8.3 – Part time employment.
- (f) The date from which the conversion will take effect is the commencement of the next pay cycle following such agreement being reached unless otherwise agreed.
- (g) Once a casual Employee has converted to full time or part time employment, the Employee may only revert to casual employment with the written agreement of the Employer.
- (h) An Employee must not be engaged and/or re-engaged (which includes a refusal to re-engage) to avoid any obligation under this agreement.
- (i) Nothing in this clause obliges a casual Employee to convert to full time or part time employment, nor permits the Employer to require a casual Employee to so convert.
- (j) Nothing in this clause requires the Employer to convert the employment of a regular casual Employee to full time or part time employment if the Employee has not worked for 12 months or more in a particular establishment, in a particular classification stream.
- (k) Nothing in this clause requires the Employer to increase the hours of a regular casual Employee seeking conversion to full time or part time employment.

10. Probationary Period

10.1 Employees will be subject to a probationary period of six (6) months from the date of the Employee's commencement with the Company.

10.2 At any time during the probationary period, employment may be terminated by giving one week's notice or as otherwise agreed between parties.

11 Confidentiality

Employees understand and acknowledge that they owe the Company a duty of fidelity and a duty of confidentiality with such duties having the meaning recognised by law from time to time. Accordingly, and without limiting the meaning of any duties, the Employees agree and undertake that:

11.1 They will not at any time knowingly disclose to any unauthorised person confidential information of the Company, which comes to their knowledge during the course of their employment including details concerning this Agreement; and

11.2 Upon the termination of their employment an Employee will return all intellectual property of the Company to which he/she has access during the course of their employment, including all documents, materials, processes and data whether in physical, electronic, computerised or any other form.

12. Disciplinary Procedure

Disciplinary matters shall be dealt with in accordance with the Company's discipline procedure as amended from time to time (Appendix E).

13. No Extra Claims

It is a term of this Agreement that the parties to this Agreement undertake that for the period of this Agreement they will not pursue any extra claims or any other changes in terms and conditions of employment except as where they are provided for under this Agreement with the intent that it shall be binding upon all parties. The dispute settling procedures shall be adhered to at all times.

14. Absence from Duty

An Employee not attending for duty shall lose pay for the actual time of such non-attendance.

15 Abandonment of Employment

15.1 The absence of an Employee from work for a continuous period exceeding three working days without the consent of the Company and without notification to the Company shall be prima facie evidence that the Employee has abandoned their employment.

15.2 Provided that if within a period of fourteen (14) days from the Employee's last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an Employee has not established to the satisfaction of the Company that they were absent for reasonable cause, they shall be deemed to have abandoned their employment.

- 15.3 Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the Company, whichever is the later.

PART 2 -OBJECTIVES, COMMITMENTS AND GOALS

16 Objectives of the Agreement

The parties are united in their aim to reach the Company's goals through the effective utilisation of the skills and the commitment of the Employees, in an environment which recognises, rewards and develops those Employees, in a safe and productive workplace, encouraging ongoing innovation.

The parties to this Agreement are committed to the implementation of measures to improve efficiency, effectiveness and productivity within the context of continuous improvement. Within the Company's Four pillars being Safety, Thought Leadership, Delivery and Relationships, continuous improvement will be addressed through the participation of employees in the identification, development and implementation of productivity initiatives.

17 Project Commitment

17.1 Occupational Health and Safety Standards

The safety and wellbeing of Employees associated with work involved in maintenance and construction carried out by the Company is paramount to all parties to this Agreement.

The Company has an approach to occupational health and safety, which combines legislative and regulatory requirements with proven safety management systems with regard to escalating to management concerns around unsafe work practices.

17.2 Industrial Relations

The parties agree that utilities maintenance and construction carried out by the Company shall be industrially regulated exclusively in respect of wages and conditions of employment by this Agreement.

The processes of disputes avoidance and resolution contained in this Agreement will eliminate any industrial activity or disputation which might affect the progress of maintenance and construction whether arising out of site conditions or general industrial activity external to these works.

The Company and its employees have guaranteed to maintain a rostered crew in each field service centre necessary to cover any emergency response and maintain public safety, regardless of any industrial action.

17.3 Amenities Standards

It is the intent of this Agreement to ensure that amenities available to Employees shall be of a reasonable and practicable standard.

Further, it is understood that in some areas it may be impracticable or impossible to provide facilities, which would be regarded as normal site standards. However, where practical, adequate facilities will be made available.

17.4 Dispute Resolution

This Agreement makes provision for a clear procedure for dispute resolution, which ensures the expedient resolution of issues and the continuity of normal work at all times.

As recognition of the unique nature of utilities maintenance and construction, the dispute resolution procedures will be followed without reservation.

17.5 Commitments to Reform

It is a term of this Agreement the parties undertake to continue with the implementation of structural efficiency measures at the workplace level and assist and actively co-operate in achieving increased productivity, efficiency and flexibility on works which fall within the scope of this Agreement.

18 Goals of the Parties

It is the objective of the Company and the Employees to implement workplace practices which provide for more flexible working arrangements, improve the efficiency and productivity of the Company, enhance skills, job satisfaction and ensure that the Company becomes a more efficient enterprise.

The parties agree that the objectives of this Agreement are to facilitate:

- 18.1 Satisfaction of its customers' needs by providing service through motivated employees who are committed to improvements in safety, productivity and customer satisfaction.
- 18.2 The continued improvement in efficiency and productivity by ensuring that management and labour practices are more closely attuned to the current and future needs and the objectives of the Company and its clients.
- 18.3 The creation of an environment, which is conducive to flexible work practices and will ensure the Company is well placed to meet changes in markets and technology.
- 18.4 A climate, which provides support for individuals to enhance their existing skills and develop a broader range of skills thereby providing prospects for higher rewards.
- 18.5 Making the Company a viable, productive and enduring enterprise offering secure employment and worthwhile careers for Employees.
- 18.6 An environment in which Employees care about their work and take pride in their contribution.

19 Customer Focus

19.1 Courteous Service

It is essential that all Employees provide the Company's clients and their customers with a courteous and efficient service. It is their repeat business and new business, which will ensure the

ongoing viability of the Company and therefore ensure job security.

19.2 Timeliness and Quality of Service

Greater care to the timeliness and quality of the Company's finished products will enhance client relations and improve their customer satisfaction, thereby enhancing future job security.

19.3 Customer Complaints

Any problems relating to customers' complaints must be handled by each Employee in a friendly, courteous and professional manner in the first instance and then reported as soon as practical to his/her immediate Supervisor.

20 Teamwork

- 20.1 In keeping with the intent of this Agreement, greater emphasis will be placed on teamwork. This means that all Employees will be responsible for the quality of the work within their control.
- 20.2 To ensure that communication is improved, all problems/difficulties are to be immediately reported to the appropriate Supervisor. This will ensure that all grievances and problems are dealt with in a timely and satisfactory manner.
- 20.3 To improve the information flow and feedback to Employees, regular staff meetings are to be held. The aim of these meetings is to communicate to employees the Company's progress in relation to profitability {i.e. increased/decreased productivity), quantity and quality issues, reinforce good work and positively deal with problem issues.
- 20.4 To ensure the success of this initiative, it is essential that all Company Employees treat each other in a respectful and cordial manner. Co-operation will be the watchword, as it links directly to the continued viability of the Company.

21 Quality Management Issues

The parties agree that increased productivity will be achieved through the implementation of quality management concepts. To ensure consistent end product quality, the following are areas which have been identified as areas where improvements can be achieved:

- (a) Improved planning of work.
- (b) Training of new Employees as part of an overall induction strategy.
- (c) Greater levels of communication between the office and worksite.
- (d) To ensure the accurate costing and recording of activity undertaken, the Employees will undertake to diligently complete all associated paperwork related to specific items of work.

22 Induction

Employees upon commencement are to be inducted into the Company by means of:

22.1 The provision and explanation of the induction package

22.2 Introduction to personnel responsible for safety, including zero harm advisors and health and safety representatives.

23 Training and Development

23.1 The parties recognise that the achievement of the increased efficiency, productivity and competitiveness requires the Employees to effectively utilise the training provided to them and the Company will ensure training is provided in accordance with equity principles.

23.2 Each Employee is required to undertake training as directed by the Company (see Appendices B & C).

23.3 The Company may seek Employees to undertake other relevant training as required.

24 Employee Recognition

The Company will continue to recognise exceptional positive employee behaviour by awards or such other means that may be appropriate from time to time.

25 Workplace Flexibility

For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities for Employees, workplace flexibility will extend to allow Employees to perform tasks within the scope of their skills and competence. Any flexibility arrangement entered into under this clause must be about permitted matters and must not include a term that would be an unlawful term if the agreement was in an enterprise agreement.

25.1 Employees will perform such work as is lawfully required of them by the Company and will accept instructions and direction from authorised personnel.

25.2 Employees will take all reasonable steps to ensure the quality, accuracy and completion of any job or task assigned to the Employee.

25.3 In keeping with the intent of this clause, all Employees, subject to this Agreement, will become fully conversant with the operation and usage of all relevant technology in their work area.

25.4 The Company may direct an Employee to work at a place other than the Employee's normal place of work due to operational requirements such as workload volumes. Reasonable notice of such changes shall be given and applicable living away from home and other applicable allowances shall be paid in such circumstances. Prior to directing an Employee, the Company undertakes to explore other options avenues and take into consideration personal circumstances/hardships. In applying direction, the Company will provide eight weeks' notice.

26 Absence Management

The parties are committed to co-operate to ensure that absenteeism is kept to a minimum. Where an Employee is absent on sick leave for a period of 10 days over a 3 week period, the Employee agrees to submit to a medical examination by a relevant medical practitioner, and the Company is

authorised by the Employee to consult with that medical practitioner as to the employee's capacity to meet the inherent requirements of their position and prognosis of the Employee. Any medical examinations so required will be at the expense of the Company.

27 Employee Consultation Regarding Major Change

27.1 This term applies if the Company:

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

Major change

27.2 For a major change referred to in paragraph (1)(a):

- (a) the Company must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

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

27.4 If:

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

27.5 As soon as practicable after making its decision, the Company must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.

27.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

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

27.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

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

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

Change to regular roster or ordinary hours of work

27.10 For a change referred to in paragraph (1)(b):

- (a) the Company must notify the relevant employees of the proposed change; and
- (b) subclauses (11) to (15) apply.

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

27.12 If:

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

27.13 As soon as practicable after proposing to introduce the change, the Company must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Company reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the Company reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

27.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant employees.

27.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant employees.

27.16 In this term:

Relevant employees means the employees who may be affected by a change referred to in subclause (1).

28 Consultative Committee

The parties agree that a consultative committee consisting of representatives of management, nominated by the Company and employee representatives covered by this agreement will meet on a quarterly basis to discuss issues relating to this agreement.

The selection of the employee representatives shall be by nomination and election from within the employees whose employment is subject to this agreement. The term of office of an employee member of the consultative committee shall be by annual election if required or vacated. An employee representative shall be elected from each of the departments and/or Field Service Centres (FSC), i.e:

- Systems Operations,
- Pipeline security,
- Derrimut FSC,
- Geelong FSC,
- Warrnambool FSC,
- Ballarat FSC,
- Bendigo FSC,

PART 3 WAGES AND RELATED MATTERS

29 Wage and Allowance Adjustments

The wages, roster duty, travel and meal allowance adjustments are detailed in Appendix A and are effective from the first pay period commencing on or after the date specified.

30 Payment of Wages

All wages shall be paid weekly by Electronic Funds Transfer to the bank, building society or credit co-operative account of the Employee's choice.

31 Rate of Pay for All Purposes

- 31.1 The rate of pay has been loaded to include provision for annual leave loading and the fares and travel allowance except as set out in sub-clause 31.9 below.
- 31.2 The Company is committed to training and developing its Employees through the National Competencies. The classification table set out in Appendix A, B and C will provide a basis for the Company to identify and reward attainment of identified competencies, training and performance levels.
- 31.3 An Employee introduced to the Gas Industry as a Trainee will have their classification reviewed after six months employment, subject to the completion of the relevant training and results of Performance Assessments completed by their Team Leaders during the probationary period (outlined in clause 9).
- 31.4 For rates of payment and minimum details on training for each classification (see appendix A, B & C.)
- 31.5 The classification structure identifies the rates applicable for each level and identifies the minimum training required for advancement to the next level. To advance to an available position at the next classification level the Employee must:
- (a) Complete the required minimum training as listed in Appendices A, B and C;
 - (b) Demonstrate competency of the trained skills to their Supervisor;
 - (c) Display satisfactory work performance (as defined in clause 5);
 - (d) Apply in writing to their Area Manager for advancement to the next classification level;
 - (e) An application to the Area Manager must be approved or declined within four weeks from the date of receipt by the Area Manager of the initial application; and
 - (f) To receive pay increases in addition to the wage and allowance adjustments contained in Appendix A, the Employee must move to higher classification level.
- 31.6 The competencies and performance standards required to be attained by the Employee to move to the next classification will be determined by the Company.
- 31.7 An Employee who fails to discharge his/her duties in accordance to the class table will be subject to:
- (a) A performance review by his/her Supervisor
 - (b) If the Performance of the Employee under review is not satisfactory, the Employee will be:
 - (i) Disciplined in accordance with the Company disciplinary procedures;
 - (ii) Reclassified to a level consistent with the Employee's skill and training; and/or
 - (iii) Given the opportunity to retain and regain previous classifications.
 - (c) If the Employee and the Company are unable to agree on the required performance level, the dispute resolution procedure is to apply.

31.8 Work days and Working hours

- (a) The ordinary hours of 38 hours per week shall be worked within a 4 week cycle of 19 working days each of 8 hours and 1 rostered day off. Thus ordinary working hours are 38 hours average per week or 7.6 average hours per day, Monday to Friday.
- (b) The ordinary spread of hours is between 6.00am and 6.00pm Monday to Friday. By agreement between the Company and individual Employee(s) the ordinary spread of hours may be amended to 5am to 8pm for a minimum period of four weeks. This would be on a voluntary basis and either party can opt out of this arrangement with a week's notice.
- (c) The Company has the right to implement shifts as provided in clause 32.3(c) below.
- (d) Commencement of Work
 - (i) Where an Employee drives a Company vehicle from his/her home the start and finish times shall be determined from when the Employee arrives at or departs from the work site.

31.9 Travelling Time within Regional Victoria (defined as being outside the Melbourne Metropolitan Area)

- (a) In Regional Victoria or in exceptional circumstances the travelling time returning from job sites by the Employee will be paid at the applicable overtime rates as per clause 32.1. Such travelling time payment shall be authorised in advance by the Company.

31.10 Private use of vehicle

Where an employee is required by the company to use their private vehicle to attend a call out or travel between work sites they shall be paid cents per kilometer in accordance with the ATO guideline.

32 Overtime and Special Payments

32.1 Payment

- (a) Overtime shall be paid at the following rates:
 - (i) Whilst the average number of working hours per day over a 4 week period is 7.6 hours per day due to the operation of rostered days off, each ordinary working day comprises an 8 hour working day. Therefore, all hours worked in excess of 8 hours on any one ordinary working day will be paid at time and a half for the first two (2) hours then double time thereafter.
 - (ii) Shift workers shall be paid time and a half for the first two (2) hours and then double time thereafter, for hours worked in excess of their first 8 hours of them commencing work or their shift.
- (b) Overtime and penalty payments shall, wherever possible, be made in the next available pay period.
- (c) Overtime and penalty payments shall be calculated to the 0.25 of an hour.

32.2 Overtime

- (a) Requirement to Work Overtime

The Company may require any Employee to work reasonable overtime when required, provided

that in emergency situations an Employee may be required to work the level of overtime necessary to complete the work.

(b) Approval

Overtime must be approved in advance the appropriate authorised officer of the Company.

(c) Overtime Rates Not Cumulative

If more than one of the following provisions applies, payment shall only be made under the provision which prescribes the higher rate.

(d) Work in excess of ordinary hours

Unless specifically provided for elsewhere in this Agreement, an Employee, for time worked on any one calendar day in excess of ordinary hours of work, prescribed for that day, shall be paid at time and one half for the first two hours and double time thereafter, including work which extends beyond midnight.

(e) Early Start

Where an Employee is required to commence work before normal starting time on an ordinary work day it will be regarded as an early start and not as recall as prescribed in sub-clause 32.2(f) herein and the Employee will be required to remain at work until normal finishing time. The period of work up to the normal starting time shall be paid for at time and one half for the first two hours and at double time thereafter.

(f) Recall

- (i) An Employee who having returned home or to some other stopping place is recalled for duty without prior notice shall be paid for such work at the rate of double time with a minimum payment equivalent to five and one half hours at ordinary time.
- (ii) Where a return to work involves work of an emergency nature and notice is given, it shall be paid for according to sub-clause 32.2(d) herein.

(g) Work after 3.00 am

- (i) Other than for shift work, if an Employee is released after 3.00 am from overtime or work following recall 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.
- (ii) If an Employee is released after 3am from overtime or work following a recall on a Saturday or Sunday or the day before a public holiday listed in the Agreement, the Employee will receive a day in lieu to be taken at a mutually agreed time.

(h) Saturdays

- (i) An Employee may be required to work on any Saturday.
- (ii) Unless specifically provided for elsewhere in this Agreement, Employees required to work on a Saturday will be paid at time and one half for the first two hours and double time thereafter for such work, with a minimum payment equivalent to four hours at ordinary

time.

(i) Sundays

- (i) An Employee may be required to work any Sunday.
- (ii) 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 at ordinary time.
- (iii) 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.

(j) Transport

- (i) When an Employee is on overtime duty or roster duty which terminates at an hour when a reasonable means of transport to their place of residence is not available and that Employee does not have their own transport, the Company shall provide suitable transport and bear the cost thereof.

32.3 Special Payments

(a) Ten Hour Break

An Employee shall be entitled to a break of ten hours between the finish of overtime or work after a recall (including weekends) before reporting again for duty and 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. The ten hour break shall be calculated on the basis of home to home (based on the condition there is a maximum period of one hour travelling).

(b) Fatigue day

A "Fatigue Day" shall apply if the employee on rostered duty and has worked more than 70 hours during a seven (7) day roster for period. The employee shall be able to have the following day off (usually Friday), without deduction of ordinary time earnings. For the sake of clarity, in calculating hours worked, only hours where the employee is physically performing work are to be counted (ie where an employee is stood down during ordinary hours, such hours will not be counted).

(c) Change of Start and Finish Times

Subject to the requirements of clause 27, the Company may determine the start and finish times within the ordinary spread of hours of its Employees provided that it may not change those start or finish times unless it either:

- (i) obtains the consent of the majority of the Employees affected; or
- (ii) It gives the Employees 7 days' notice of the change (Employee consent not required provided

the requirements of clause 27 have been met).

(d) Shift Work

- (i) Notwithstanding anything else in this Agreement the Company will introduce a shift work roster in consultation with Employees and management on a site-by-site basis, by 3 days'

notice to the relevant Employees, or such lesser period as agreed by the relevant employees.

- (ii) A shift is one where the 8 work hours in the day commence or conclude outside 6.00am to 6.00pm Monday to Friday.
- (iii) A shift must comprise at least 5 consecutive work days.
- (iv) Shift loading of 30% will apply for the eight (8) hour period of the approved shift.
- (v) The system for rostered days off in the Agreement shall apply to a shift worker, so that a shift worker shall still work a 4 week cycle of 19 working days each of 8 hours and 1 rostered day off.
- (vi) The Company may determine the start and finish times of its Employees provided that it may not change those start or finish times unless it either:
 - (A) obtains the consent of the employees in question; or
 - (B) gives the employees 7 days' notice of the change, provided the requirements of clause 27 have been met.

33 Roster Duty (Standby)

This clause applies only to Employees employed under this Agreement and who are entitled to claim overtime under this Agreement. In the event of any inconsistency between this clause and other Agreement clauses, then this clause shall take precedence.

33.1 Roster Duty means that the Employee is subject to availability as required and rostered outside normal working hours to attend an urgent or emergency situation when paged or upon receiving a telephone call, and must respond immediately. All Employees on duty will be provided with a pager or other means of communication.

33.2 The conditions of Roster Duty are as follows

- (a) When an Employee is called they must respond to the call within fifteen (15) minutes and be in attendance at the emergency or urgent situation within one hour of the gas retailer receiving the call.
- (b) This response time arrangement may be altered for a section of the Company's Employees or for particular emergency/urgent situations by agreement between the Company and the Employee.

33.3

- (a) An Employee for any day (defined as a full 24 hour period) they are required for Roster Duty shall receive a payment of the Roster Duty Allowance in Appendix A per day whilst so engaged. When an Employee is on shift work, as described in clause 32.3(d), a 20% reduction in the Roster Duty allowance per day will apply.
- (b) Subject to the approval of the local supervisor, if the rostered crew (or part of crew) reach their maximum working hours under the Company fatigue Management policy, additional Employee(s) may be required to take on all or a portion of the remaining Roster Duty period. The Employee(s) taking on the Roster Duty will receive a full payment of the daily Roster Duty Allowance.

- 33.4 For all time worked under this clause, Employees 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 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. Where an employee has already worked overtime on the day that they are required to perform work on Roster Duty (Standby), the overtime already worked that day will count for the purposes of the calculation of the appropriate overtime rate.
- 33.5 The minimum payments described in clause 33.4, 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.
- 33.6 An Employee shall be entitled to a break of ten (10) hours between the finish of their 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.
- 33.7 If an Employee finishes a callout after 3.00 am 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.
- 33.8 If an Employee starts a callout in the period between 3.00am and a time two and a half hours before his/her 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.
- 33.9 If an Employee starts a callout in the period after a time two and one half-hours before normal starting on a normal working day, the 10 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 double-time thereafter, with a minimum payment equivalent to one and a half hours at ordinary time).
- 33.10 In non-metropolitan workplaces each call out while on roster shall be considered a discrete event and shall be subject to a minimum one and one half hour payment at ordinary time.
- 33.11 The minimum training requirements for an Employee to be rostered for duty are set out in Appendix D.
- 33.12 Where an Employee is called upon to assume the role of first call they shall be paid at a minimum of TL1 classification for the duration of any work completed during the roster duty (standby) callout(s). The higher classification is not operative during ordinary work hours.
- 33.13 In circumstance where an Employee takes over a portion or remainder of a Roster Duty (Standby) shift and is required to pick up or drop off a Company vehicle, the Employee shall be paid for the pick up or drop off at the applicable overtime rate with a minimum payment equivalent to one hour at ordinary time.

34 Higher Duties

An Employee required by the Company to perform the duties of a higher classified position shall be paid at the higher rate for the duration of that assignment which shall be a whole shift or work period. When requested to perform higher duties, it will be for a minimum of one shift. If the proposed assignment is for a period of one (1) week before and after annual leave has been taken, the payment for annual leave will be made at the higher class duty rate.

When a new or vacant position becomes available, an Employee will not act in the higher position for a period longer than six (6) months for office based roles and three (3) months for field based roles. The position will be advertised at the expiry of the six (6) month or three (3) month period as relevant and an employee appointed in that position.

35 Meal Breaks

35.1 One unpaid meal break of not less than 30 minutes will be provided during any normal shift.

35.2 It is recognised by the parties that in some cases operational requirements will result in the need to work through such a break. In such cases breaks will be taken at a mutually agreed time. Generally speaking, the meal break shall be taken after four hours' work.

35.3 Those employees who work on a 3 x 8 hour continuous shift roster will have a paid meal break.

36 Allowances

36.1 Meal Allowance

Except where the Company provides a suitable meal, at least the equivalent value of the meal allowance to an Employee, the Employee shall be paid a meal allowance nominated in the below table where they are:

- (a) working an ordinary workday in the ordinary spread of hours and is required to work continuously on any one day equal to or in excess of ten (10) hours. If work then continues for a further five hours not including the time of the meal break, an Employee will be paid the additional meal allowance.
- (b) working on a shift and they are rostered to start their shift outside 6.00am to 6.00pm, and they work equal to or in excess of ten (10) hours after the start of that shift. If work then continues for a further five (5) hours not including the time of the meal break, the Employee will be paid an additional meal allowance.
- (c) working on a weekend and are required to work continuously on any one day equal to or in excess of five (5) hours. If work then continues for a further five (5) hours, not including the time of the meal break, the Employee will be paid an additional meal allowance.

	Effective 1 st July 2019	Effective 1 st July 2020	Effective 1 st July 2021
Meal Allowance	\$20.59	\$21.21	\$21.84

36.2 Construction site allowance

Where an employee is required to perform work within a commercial building site, they will be paid an allowance in accordance with the table in Appendix F, which shall be increased in accordance with CPI (all groups, Melbourne) for the preceding July to June period in October 2019, 2020 and 2021.

36.3 Travel Allowance

This clause applies to travelling for work for less than a 21 day period before returning to the employee’s usual place of work. An employee shall only be required to work a maximum of 21 days away before returning to their usual place of work.

If an Employee is required to travel for work purposes and it is not practicable for them to return home at the cessation of work which, reasonable standard accommodation (motel/hotel short- term rented houses or similar long term) will be provided together with the travel allowances shown below for meal and incidental costs unless alternative arrangements are agreed between the Company and Employee in relation to a specific project.

	Effective 1 st July 2019	Effective 1 st July 2020	Effective 1 st July 2021
Travel Overnight	\$96.23	\$99.12	\$102.09
Travel Return trip	\$37.52	\$38.65	\$39.81

37 Accident Make-Up Pay

37.1 Definition

(a) Work Injury

For the purpose of this clause of the Agreement, work injury shall be given the same meaning and application as applying under the applicable State accident compensation legislation and no work injury shall result in the application of accident make-up pay unless an entitlement exists under the applicable accident compensation legislation.

(b) Accident Make-Up Pay

Accident Make-up is the difference between workers' compensation payments and the Employee's ordinary wage/salary which would have been paid to them in ordinary working hours if they had been normally engaged upon their usual employment at that time, but excluding Allowances, and other payments such as roster allowance.

37.2 Operation

- (a) The Company shall pay, or cause to be paid, Accident Make-up Pay during the incapacity of the Employee within the meaning of the said appropriate Accident Compensation Act until such incapacity ceases or until the payment has been made for a total aggregate period of 52 weeks in respect of a particular injury or incapacity. whichever occurs first, provided that:

- (i) the work injury is reported to the Company immediately and that all absences are properly supported by medical certificates compliant with the Accident Compensation Act; and
 - (ii) the Employee submits to a medical examination by a medical practitioner nominated by the Company. Any medical examination so required will be at the expense of the Company; and
 - (iii) service with another organisation will not be counted as service with the Company except in the case of a take over or amalgamation;
 - (iv) subject to sub-clause 37.2(b) herein, such payments cease on the Employee's retirement, resignation, termination or death.
- (b) The Company may terminate the service of any Employee due to the inability of the Employee to carry out normal duties because of incapacity due to work injury, provided that the Employee's medical adviser and the Company's medical adviser agree that such termination is warranted. In such cases Accident Make-up Pay as provided for in this clause will continue for the period set out in 37.2(a).
- (c) In the case of the death of an Employee no sum shall be payable to the legal or personal representative, next of kin, assignee or dependent of the deceased Employee, with the exception of weekly/fortnightly compensation payments under the Accident Compensation Act, the Company's liability to pay Accident Make-up Pay shall cease from the date of such redemption.
- (d) Accident Make-Up Pay will not be payable under the following circumstances:
- (i) Where Common Law proceedings are instituted by the Employee or their agent.
 - (ii) Where an Employee has received Accident Make-up Pay in respect to *any* accident and takes action at Common Law in respect to that same accident the Employee shall refund to the Company all Make-up Pay from any settlement or Award received as a result of the Common Law actions provided that the amount refunded to the Company shall not exceed such.
 - (iii) Settlement or Award after the deduction of legal, medical and like expenses incurred by the Employee as a result of the accident.
 - (iv) Where public holiday pay is payable as provided in this Agreement.
 - (v) For any work injury occurring during the Employee's first three weeks of employment with the Company.
 - (vi) Where liability for workers compensation payments is denied, *any* such payments already made will be refunded.
 - (vii) Where the Employee is entitled to payment from another insurance scheme.

37.3 Any changes in compensation rates under the Accident Compensation Act shall not increase the amount of Accident Make-up Pay above the amount that would have been payable had the rates of compensation remained unchanged.

- 37.4 Nothing in this clause shall require the Company to insure against the Employee's liability for Accident Make-Up pay
- 37.5 In the event of a dispute as to whether Accident Make-up Pay is payable in accordance with this clause of the Agreement, the matter shall be dealt with under the dispute resolution procedure.
- 37.6 Where an Employee refuses a job offered by the Company as part of a rehabilitation program which provides training where necessary, after consultation, and the job meets the requirements of the treating doctor chosen either by the Employee or the Company and is approved by the Company's Rehabilitation Officer, or a Rehabilitation Provider accredited by the relevant State Government Authority then the Employee will not be entitled to Accident Make-up Pay. An employee can be represented during the consultation process.

PART 4 LEAVE

38 Annual Leave

- 38.1 Annual leave will be 20 days per year of service. Such leave will accrue progressively. For the purpose of the additional week of annual leave provided for by the NES, a shiftworker is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
- 38.2 The times at which annual leave may be taken shall be subject to reasonable operational requirements, and in accordance with the Act the Company may direct an Employee, subject to a minimum notice period of one month, to take annual leave where the accrued annual leave is large (i.e. eight weeks or more).
- 38.3 Scheduled Annual Leave Periods
- (a) Annual leave shall normally be taken during either:
- (i) The Easter holiday period,
 - (ii) The Christmas/New Year holiday period, or
 - (iii) The spring school holiday period.
- (b) Where an Employee wishes to take annual leave at any other time at least one month's notice shall be given to the Company.
- 38.4 Cashing out annual leave.

An employee may elect to cash out annual leave. Where an employee elects to cash out annual leave:

- (a) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks (152 hours); and
- (b) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Company and the employee.

Where an employee elects to cash out annual leave, the employee will be paid the full amount that would have been payable to the employee had the employee taken the leave.

39 Personal/Carer's Leave

The following provisions will not apply to a casual employee.

- a. At the commencement of each year of service an employee will be granted ten days (76 hours) of paid personal/carers' leave.
- b. An employee may take paid personal/carers' leave:
 - Because the employee is not fit for work due to a personal illness or injury affecting the employee; or
 - To provide care or support to a member of the employee's immediate family or a member of the employee's household in accordance with the Act.
- c. Employees must inform the Company of their inability to attend work due to illness or injury as soon as practicably possible, stating the estimated duration of their absence.
- d. Employees shall prove to the satisfaction of the Company that they were unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- e. RDOs will continue to accrue during any period of personal/carers' leave.

40 Income Protection

The Company shall arrange for an externally insured Income Protection scheme for its employees, for the life of this agreement.

40.1 Application

If an employee sustains a personal (non-work related) injury or contracts a personal (non-work related) illness, the employee can apply for Income Protection provided that the following conditions are met:

- a. The injury or illness is a personal (ie non-work related) injury or illness.
- b. The period required off work exceeds 14 consecutive business/work days. The initial 14 days qualifying period shall be drawn from the employee's personal/carers' leave balance before Income Protection commences.
- c. The employee provides medical evidence satisfactory to the Company from a registered medical practitioner stating the nature of the injury or illness and the duration for which the employee is likely to remain absent from work. This can help decide if an employee should be applying for Income Protection or be paid a different type of leave or entitlement.
- d. The Income Protection insurance provider will manage the claims process, in conjunction with The Company's return to work coordinator.

40.2 Benefits

- a) The externally insured Income Protection scheme selected by the Company (in Victoria, the

Company has agreed to use Total Claims Solutions) will, as a minimum, have the following key features;

- Temporary Total Disablement: 100% of salary to a maximum of \$1,650 a week (gross)
- Excess period: 14 days
- Aggregate Income Protection benefit period: 104 weeks

The Income Protection policy and the supplementary disclosure statement shall be made available to employees upon request.

- b) An employee's personal/carer's leave balance will not be reduced during a period of Income Protection.
- c) RDOs will accrue during periods of Income Protection.
- d) Periods of Income Protection will be counted as service for the purposes of calculating annual leave, personal/carer's leave and long service leave entitlements.
- e) In the case of significant financial hardship, at the discretion of management, an employee may be granted personal/carer's leave in advance to cover the excess period prior to entitlement of Income Protection.
- f) Where an employee has satisfactory evidence of an illness or injury that is expressly excluded from the applicable income protection insurance policy and such illness or injury results in them being absent for more than 15 working days, income protection up to the amount specified in (i) above will be provided by the Company for a maximum of 49 weeks. The total combined period of personal leave and income protection shall not exceed a total of 52 weeks in respect of any one illness or injury.
- g) Any dispute regarding the application of this clause will be dealt with in accordance with the dispute resolution procedure contained in this agreement.

41 Compassionate Leave

The Company shall grant a maximum of two (2) days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death of or a personal injury or illness that poses a serious threat to the life of an employee's husband, wife, partner, father, mother, brother, sister, child, stepchild or parent-in-law, grandparent or grandparent-in-law. For the purpose of this clause the words husband, partner and wife shall include de-facto husband and de-facto wife and same sex partner respectively.

42 Parental Leave

Parental leave provisions are set out in detail in the Act and such provisions shall apply under this Agreement in conjunction with any Company policy as may be varied in its discretion from time to time.

43 Long Service Leave

43.1 General

- (a) Long service leave shall be provided to Employees in accordance with the provision of the Long Service Leave Act 1992 (Vic) or the appropriate Act in the state where the Employee is employed, as amended from time to time.
- (b) In Victoria the Company will provide this entitlement by participating in the CoiNVEST (Victoria) portable long service leave fund.

43.2 How Long Service Leave may be Taken/Paid

- (a) Employees may by agreement with the Company take and receive payment for long service leave in multiples of complete ordinary weeks as follows:
 - (i) The normal rate of pay (minimum two (2) weeks absence and two (2) weeks pay); or
 - (ii) At half pay (minimum four (4) weeks absence and two (2) weeks pay).
- (b) In exceptional circumstances, the Company may allow a single ordinary week of long service leave (on full pay) to Employees who have no entitlement to other forms of paid leave.
- (c) Employees must elect the absence (duration/dates) and the payment factor (normal/half) at the time of long service leave application.

44 Rostered Days Off

- 44.1 The ordinary hours shall be worked within a four week cycle of 19 working days each of 8 hours and one rostered day off. Twenty four (24) minutes of each day worked during a cycle shall accrue as an entitlement to take a day off which shall be paid for as though worked (7.6 hours).
- 44.2 At the beginning of each year the Company will establish a twelve month program for the taking of Rostered Days Off (13 days) in order to provide an adequate number of Employees on duty at any one time to maintain maintenance and construction schedules.
- 44.3 Where the Company determines that there are specific needs and schedule requirements for undertaking of works, and it is not practicable for the taking of a rostered day off, such day shall accumulate and be taken at a later, mutually agreed date. RDOs may be banked by an Employee voluntarily and taken at a mutually agreed time. Three (3) rostered days off shall be taken between Christmas and the New Year.
- 44.4 RDO balances will be subject to the following conditions:
 - i. Unless prior agreement is obtained from the Company, rostered days off may be accrued to a maximum of 5 days and can be taken at a time that is mutually agreed;
 - ii. Upon the request of an employee, RDO balances may be cashed out.
- 44.5 In circumstances where RDOs are deferred, the work performed on such days shall be paid in accordance with a normal working day with Twenty Four minutes (24)minutes of that day accruing as an entitlement for a rostered day off.
- 44.6 An Employee who has not worked a complete four week cycle shall receive pro-rata accrued entitlements for each day worked in that cycle.
- 44.7 Such pro-rata entitlements shall be payable for the rostered day off or, in the case of termination of employment, on such termination.

- 44.8 On termination of employment unused or accumulated RDO entitlements shall be paid and at the rate of ordinary time.
- 44.9 Each day of paid leave taken and any public holidays occurring during any four week cycle shall be regarded as a day worked for accrual purposes.

45 Public Holidays

45.1 Prescribed Holidays

- (a) An Employee on weekly hiring shall be entitled, without loss of pay, to gazetted public holidays as follows:

New Year's Day
Australia Day
Labour Day
Good Friday
Easter Saturday
Easter Sunday
Easter Monday
Anzac Day
Queen's
Birthday
Grand Final Eve (Victoria Only)
Melbourne Cup Day (Victoria only)
Christmas Day
Boxing Day

or such other day as is generally observed in a locality as a substitute for any of the said days respectively if they are observed in that locality.

Where an additional public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government in the State where the Employee is working and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or a locality thereof, or when such a proclaimed or gazetted day is, by a Judicial or Administrative Order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this Agreement for employees covered by this Agreement who are employed in the State of locality in respect of which the holiday has been proclaimed or Order as required.

Employees whose normal place of work is within 60 km of the Melbourne GPO shall be entitled to Melbourne Cup days as a public holiday. Employees whose normal place of work is greater than 60 km from the Melbourne GPO shall be entitled to a day in lieu of Melbourne Cup day, as agreed between the Company and the Employees concerned.

45.2 For the purpose of this Agreement

- (a) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively;
- (b) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day;
- (c) Where New Year's Day or Australia Day falls on a Saturday or on a Sunday the following Monday shall be observed as New Year's Day or Australia Day; and the said Saturday and/or Sunday where a substitution occurs shall be deemed not to be holidays.

By agreement between the Company and Employees, other days may be substituted for the said days or any of them as agreed by the Company

45.3 Rest Period - Public Holidays

An Employee, other than a casual Employee, who works on a public holiday and (except for meal breaks) immediately thereafter continues such work shall be entitled to be absent until they have had ten (10) consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

45.4 Rostered Day Off Falling on Public Holiday

The Company shall endeavor to program Rostered Days Off so as they do not coincide with a public holiday fixed in accordance with this Agreement. In the event that a prescribed public holiday falls on a RDO the employee is to take off and the Company shall allow the Employee to take off on an alternative weekday nominated or agreed by the Company.

45.5 Payment for Work on Public Holidays

- (i) An Employee shall be paid a minimum of four (4) hours work at the rate of double time and a half for work done on public holidays, such double time and a half to continue until they are relieved from duty.
- (ii) By request an employee may elect to be granted time in lieu as an alternative to payment of overtime. The request must be in writing (including via email) within 24 hours and authorised by an officer of the Company and submitted with the timesheet.

45.6 Payment for Work on a Public Holiday on Roster Duty (Standby)

An Employee required to undertake Roster Duty on a public holiday, will be subject to the following conditions:

- (i) The Employee will be paid eight (8) hours ordinary time for the public holiday.
- (ii) If required to work on a public holiday between normal start time and normal finish time the Employee will be paid at a time one and a half times the ordinary rate. A minimum payment of worked hours at ordinary rates will apply should the total pay for all hours worked during normal hours (i.e. ordinary rate x 2.5 times) be less than eight hours pay at ordinary time.
- (iii) If required to work before normal start time and after normal finish time the Employee 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 time.
- (iv) By request an Employee may elect to be granted time in lieu as an alternative to payment of overtime for work on a public holiday. The request must be in writing (including via email) within 24 hours and authorised by an officer of the Company and submitted with the timesheet.
- (v) 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 Company.

46 Jury Duty

An Employee required to attend for jury service during his/her ordinary working hours will do so without loss of ordinary pay, i.e. the difference between the jury service fee and the Employee's normal rate of pay will be made up by the Company.

47 Blood Donor Leave

An Employee, being a blood donor registered with the Red Cross Blood Transfusion Service or other similar body and required to donate blood on a regular or emergency basis during ordinary working hours, shall be paid normal wages, provided that the Employee produces satisfactory evidence to the Company that he/she is a registered Blood Donor and, on each occasion, furnishing proof of attendance at the Red Cross Blood Transfusion Service or other similar body.

An Employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay for a period of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.

An Employee shall arrange for his/her absence to be on a day suitable to the Company and be as close as possible to the beginning or ending of the ordinary working hours.

Proof of the attendance of the Employee at a recognised place for the purpose of donating blood, and the duration of such attendance shall first be furnished to the satisfaction of the Company.

An Employee shall notify the Company as soon as possible of the time and date upon which the Employee is requesting to be absent for the purpose of donating blood.

48 Flexibility

- 48.1 An Company and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the Company and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the Company and employee.
- 48.2 The Company must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 48.3 The Company must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Company and employee; and
 - (c) is signed by the Company and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 48.4 The Company must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 48.5 The Company or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Company and employee agree in writing—at any time.

PART 5 – OTHER MATTERS

49 Alcohol and or Illicit Drugs on Company Premises

Alcohol and/or illicit drugs are not to be brought onto or consumed on Company premises, Company vehicles or job sites. The sensible consumption of alcohol may be permitted only at authorised Company functions. Employees must at all times comply with the requirements of any Company fitness for work or related policy or procedure, including but not limited to procedures for testing for alcohol and other drugs.

50 Protective Clothing

- 50.1 Employees shall be provided with suitable protective clothing as the Company considers is desirable for the job. Such protective clothing shall be worn by the Employee and shall be issued on a fair wear and tear basis.
- 50.2 Protective clothing and other equipment shall remain the property of the Company at all times and any Employee applying for new issue of any protective clothing supplied by the Company who fails to return the clothing last issued to them, will not be entitled to a new issue. Should any Employee on leaving the Company's service fail to return any protective clothing or equipment, the property of the Company, the Company may deduct from their final wages the value of the articles.

51 Redundancy

51.1 Discussion before terminations

Where the Company has made a definite decision that it no longer wishes the job the Employee has been doing be done by anyone or there is a downturn in work and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Company shall hold discussions with the Employees directly affected and any appointed representative.

51.2 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties because the Company has made a definite decision that it no longer wishes the job the Employee had been doing be done by anyone, the Employee shall be entitled to the same period of notice of transfer as they would have been entitled to if their employment had been terminated, and the Company may make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks of notice still owing. The avoidance of doubt, in such circumstances of a transfer to low paid duties, no severance payment is payable by the Company.

51.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination and subject to further order, an Employee other than a casual Employee whose employment is terminated because the Company has made a definite decision that it no longer wishes the job the Employee had been doing be done by any one or there is a downturn in work, shall be entitled to a payment according to the following schedule.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8weeks' pay

5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	12 weeks' pay
7 years and less than 8 years	14 weeks' pay
8 years and less than 9 years	16 weeks' pay
9 years and less than 10 years	18 weeks' pay
10 years and over	20 weeks' pay

51.4 Employee Leaving During Notice

An Employee whose employment is terminated for reasons set out in sub-clause 52.1 hereof may terminate their employment during the period of notice by agreement with the Company and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the Company until the expiry of such notice, provided that in such circumstances the Employee shall not be entitled to payment in lieu of notice.

51.5 Alternative Employment

The Company, in a particular redundancy case, may have the general severance pay prescription varied if it provides acceptable alternative employment for an Employee.

51.6 Employees with Less than One Year's Service

This clause shall not apply to Employees with less than one year's continuous service and the general obligation on the Company should be no more than to give relevant Employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment.

51.7 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of serious misconduct, or to casual Employees, trainee's/apprentices, or Employees engaged for a specific period of time or for a specific task or tasks.

51.8 Redundancy Not Payable

In the event of the Company;

- transmitting, assigning or otherwise transferring the whole or part of the business in which Employees covered by this Agreement are employed, and in the event of Employees being offered employment in that business by a new Company upon the terms and conditions of employment of this Agreement, or no less favourable terms and conditions of employment, with continuity of entitlements and at the same or similar location; or
- obtaining an offer of suitable alternative employment within the Company or an associated entity,

then the Company will not be liable for payment of any notice amounts or redundancy or severance payments in respect of the termination of employment of such Employees.

52 Termination of Employment

52.1 Notice of Termination by the Company

- (a) Subject to the relevant provisions of the Act, in order to terminate the employment the Company shall give to the Employee the following notice:

Period of Continuous Service	Period of Notice
1 year or less	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice in sub-paragraph (a) above, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice prescribed in sub-paragraphs 52.1(a) and 52.1(b) 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 in lieu thereof.
- (d) In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice, had the Employee's employment not been terminated, shall be used.
- (e) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies summary dismissal, including but not limited to serious misconduct, inefficiency or neglect of duty, refusal of duty, or in the case of casual Employees, apprentices, or Employees engaged for a specific period of time or for a specific task or tasks.

52.2 Notice of Termination by Employee

- (a) The notice of termination required to be given by an Employee shall be the same as that required of an Company, save and except that there shall be no additional notice based on the age of the employee concerned.
- (c) If an Employee fails to give notice the Company shall have the right to withhold monies due to the Employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

52.3 Statement of Service

The Company shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of their employment and the classification of or the type of work performed by the Employee.

52.4 Summary Dismissal

Notwithstanding the provisions in sub-paragraph 52.1(a) the Company shall have the right to

dismiss any Employee without notice for serious misconduct or neglect of duty. In such cases wages shall be paid up to the time of dismissal only.

53 Time Keeping - Latecomers

The Company may select and utilise for time keeping purposes any fractional or decimal proportion of an hour (not exceeding quarter of an hour) and may apply such proportion in the calculation of the working time of Employees who, without reasonable cause promptly communicated to the Company, report for duty after their appointed starting times or cease duty before their appointed finishing times. If the Company adopts a proportion for the aforesaid purpose, it shall apply the same proportion for the calculation of overtime.

54 Employees' Duties

- 54.1 The Company may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training. This shall include participation in toolbox meetings and other management and continuous improvement initiatives.
- 54.2 The Company may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained in the use of such tools and equipment.

55 Retirement Age

The Employee understands that the Company does not have a compulsory retirement age. The Company reserves the right to have the Employee's employment reviewed on the basis of their capacity to perform their duties, in a safe manner, and to the standards required by the Company.

56 Occupational Health & Safety obligations

All Employees are to be aware of and report all potential safety hazards to the supervisor. The Company is committed to providing a safe work environment. The Occupational Health and Safety Act 2004 (Vic), provides that all Employees are personally responsible for taking due care for themselves and their work colleagues who might be affected by their actions.

57 Illness and Injury Rehabilitation

- 57.1 If an Employee is injured at work and has his/her Workcover claim accepted, the Company is committed to their rehabilitation. The Employee shall fully co-operate with the Company's rehabilitation coordinator so as to return to full duties in the earliest possible time.
- 57.2 Where an Employee has suffered an illness or injury that is not subject to a Workcover claim the Company will provide, where reasonable and practicable, that Employee with alternative or modified duties applicable to their condition with the objective of providing reasonable assistance in their rehabilitation and return to normal duties.

58 Dispute Settlement Procedure

- (a) Any dispute or grievance that arises at the workplace between an employee and the Company about:
 - (i). the interpretation or application of this agreement or the NES including, but not limited to, a refusal by an employee to work additional hours;
 - (ii). any matters pertaining to the relationship of the Company and the Employee
- (b) Either party can be represented by a representative of their choice at all stages of this procedure.
- (c) The matter must first be discussed by the aggrieved employee(s) directly with his or her immediate supervisor.
- (d) If the matter remains in dispute, it must next be discussed with the supervisor's immediate superior or another representative of the Company appointed for the purpose of this procedure.
- (e) If the matter remains in dispute, it must next be discussed with the relevant manager of the Company.
- (f) If the matter remains in dispute, it must next be submitted to the Fair Work Commission (FWC) for conciliation. For this purpose, it is agreed that the action the FWC may take includes:
 - (i). arranging conferences of the parties or their representatives at which the FWC is present; and
 - (ii). arranging for the parties or their representatives to confer among themselves as conferences at which the FWC is not present.
- (g) If the matter is not resolved in conciliation conducted by the FWC, the parties agree that either party may elect that the FWC arbitrate the dispute. In relation to such an arbitration, the parties agree that:
 - (i). The FWC may give all such directions and do all such things as are necessary for the fair and just resolution of the dispute, including but not limited to those things set out in sections 577 and 578 and Division 3 of Chapter 5 of the Fair Work Act 2009.
 - (ii). Before making a determination the FWC will give the parties an opportunity to be heard formally on the matter(s) in dispute including the presentation of evidence.
 - (iii). In making its determination the FWC will only have regard to the materials, including witness evidence, and submissions put before it at the hearing and will disregard any admissions, concessions, offers or claims made in conciliation.
 - (iv). Any decisions by the FWC must not be inconsistent with the requirements of the Code for the Tendering and Performance of Building Work 2016.
- (h) The decision of the FWC will be binding on the parties subject to the following agreed matters:
 - (i). There shall be a right of appeal to a Full Bench of the FWC against the decision, which must be exercised within 21 days of the decision being issued or within such other time as the Full Bench may allow.
 - (ii). The appeal will be conducted in accordance with the legal principles applying to an

appeal in the strict sense.

- (iii). The Full Bench shall have the power to stay the decision pending the hearing and determination of the appeal.
- (iv). The decision of the Full Bench in the appeal will be binding upon the parties.
- (i) Until the matter is resolved at first instance by agreement, conciliation or arbitration, work will continue in accordance with the status quo. Neither party is to be prejudiced as to the final settlement by the continuance of work in accordance with this procedure.
- (j) Both parties must at all times act in good faith in respect to one another and co-operate to ensure that these procedures are carried out expeditiously. Both parties undertake to resolve any disputes in a timely manner in accordance with the Disputes Settlement Procedure clause of this agreement.

59 Harassment, Sexual or Otherwise

59.1 The Company is firmly committed to maintaining a workplace where all can work without feeling threatened or discomforted by the prospect of being harassed. Complaints of harassment will be handled confidentially, fairly and promptly as per Company procedures. The Company aims to provide a workplace free of sexual harassment and general or intimidatory harassment including bullying and victimisation and will comply with all relevant state and federal legislation.

59.2 It is also acknowledged by all parties to this Agreement that bullying in the workplace is a health and safety issue and that all forms of bullying including emotional or physical bullying, intimidation, threats, racial vilification and practical jokes which can be detrimental to the health and well-being of Employees is not an acceptable practice within the workplace. Any Employee breaching this code is liable to disciplinary action which may include termination of employment.

60 Inclement Weather

General common sense and OHS guidelines will apply to working during periods of inclement weather.

61 Computing Systems and Vehicles Fitted with GPS

61.1 The Company will install inboard computing systems/ mobile computing in determined vehicles with the co-operation of Employees, providing such data received is not used for internal disciplinary proceedings.

61.2 The GPS protocol, shall apply in relation to employees employed under this agreement who are required in the course of their employment, to use vehicles fitted with GPS technology.
All employees under this agreement are required to use vehicles fitted with GPS technology.

62 Vacant Positions

The Company will advertise all vacant positions internally and allow internal applicants to apply prior to seeking applicants outside the Company for recruitment.

63 Superannuation

- 63.1 Superannuation will be paid in accordance with the Superannuation Guarantee Levy. C-Bus Superannuation fund shall be the default fund for all superannuation contributions unless another fund is so specified by the Employee. It is a requirement that the default fund offer a MySuper product.
- 63.2 Employees will be paid in a manner which would allow the Employee as part of the employment relationship to voluntarily utilise part of their pre-tax wages to salary sacrifice additional superannuation contributions.
- 63.3 In the event that an Employee chooses to salary sacrifice additional superannuation they shall do so in accordance with relevant legislation.

64 Voluntary Health Tests

- 64.1 The parties to this Agreement are determined to provide a safe place of work and to acknowledge the commitments given in Clause 17.1, the Company shall arrange for all Employees to undergo a voluntary annual health check. The purpose of the health check is to:
- (a) promote Employee health and well-being
 - (b) provide an early warning to Employees of any current or impending health problems they may have
 - (c) ensure that no Employee is put at preventable risk during the conduct of their work and
 - (d) Verify that Employees are physically capable of performing their allotted work tasks in a safe manner.
- 64.2 The Company will meet the cost of the health checks.
- 64.3 The Company shall only have access to medical information relevant to the capacity of an Employee, at the Employee's consent, to complete the required duties. Disclosure of medical information is voluntary.
- 64.4 In the event of serious illness, the Company may consent to the acceptance of medical advice from the Employee's chosen medical practitioner. The Company will not withhold consent unreasonably.
- 64.5 Where an Employee chooses to disclose a medical condition and as a result is found to be unfit for his/her work duties, the Company shall:
- (a) Depending on the severity of the health problem either be transferred to alternative duties or, subject to the terms of clause 39, take personal leave.
 - (b) Be provided with a plan designed to rectify the problems identified and hence subsequently return to normal duties.
 - (c) If determined to be permanently unable to return to work have his/her case dealt with in accordance to normal procedures including redeployment to an alternative job (subject to availability), early retirement including access to superannuation entitlements in accordance with the rules of the fund in question or termination of employment. Where an employee has

been notified that their employment will end as a result of redundancy, this clause will not be used for the purpose of avoiding severance payments.

- 64.6 The Company is not authorised to disclose private medical information to a third party without the Employee's consent.

65 Domestic Violence Leave

This clause applies to all employees, including casuals.

65.1 In this clause:

(a) family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i)** a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii)** a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii)** a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b)** A reference to a spouse or de facto partner in the definition of family member in this clause includes a former spouse or de facto partner.

65.2 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- (a)** the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b)** the leave does not accumulate from year to year; and
- (c)** is available in full to part-time and casual employees.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

65.3 Taking unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- (a)** is experiencing family and domestic violence; and

(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

65.4 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

65.5 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee.

The notice:

(i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

(ii) must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under this clause must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

65.6 Confidentiality

a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under this clause is treated confidentially, as far as it is reasonably practicable to do so.

(b) Nothing in this clause prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

65.7 Compliance

An employee is not entitled to take leave under this clause unless the employee complies with the clause.

66 SIGNATORIES

This Agreement is made at Melbourne on this the 16th day of August..... 2019

SIGNED for and on behalf of:

Downer Utilities Pty Ltd
Triniti 3, Triniti Business Campus 39 Delhi Road
North Ryde NSW2113



Signature - Witness



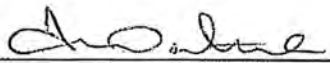
Signature - Representative

CEO Transport and Infrastructure
Position Title

Anthony Fletcher
Name (Please Print)

Sergio Cinerari
Name (Please Print)

Signed for and on behalf of the Transport Workers Union:



Signature - Witness



Signature -


NICK MCINTOSH
Name

THERESE WALTON
Name – Witness (Please Print)


ASST. NATIONAL SECRETARY
Position

Lvl 2, 388-390 SUSSEX St, SYDNEY
Address
23/8/19

Signed for and on behalf of the Plumbing and Pipe Trades Employees Union:


Signature - Witness

PAUL COFFEY
Name – Witness (Please Print)


Signature -

EARL SETCHES
Name

STATE SECRETARY
Position

52 VICTORIA ST CARLTON SOUTH
Address
3053

Appendix A – Rates of Pay

Level	Classification	1 July 2019		1-Jul-20		1-Jul-21	
		Weekly 38 Hours	Hourly	Weekly 38 Hours	Hourly	Weekly 38 Hours	Hourly
9	Senior Technical Officer (STO)	\$1,717.17	\$45.19	\$1,768.69	\$46.54	\$1,821.75	\$47.94
8	Team Leader 2 (TL2) Class 1 Fitter Technical Officer 1	\$1,593.94	\$41.95	\$1,641.75	\$43.21	\$1,691.01	\$44.51
7	Planner (PLA) Pipeline Inspector	\$1,536.50	\$40.44	\$1,582.60	\$41.65	\$1,630.08	\$42.90
6	Team Leader 1 (TL1) Class 2 Fitter Pipeline Patrol Officer	\$1,479.04	\$38.92	\$1,523.41	\$40.09	\$1,569.11	\$41.29
5	Trade Level Qualification Team Member 3 (TM3) Class 3 Fitter Technical Officer 2 Gas Fitter (First Responder / Metering)	\$1,325.66	\$34.88	\$1,365.43	\$35.92	\$1,406.39	\$37.00
4	Team Member 2 (TM2) Class 4 Fitter Technical Officer 3 Apprentice 4th Year	\$1,152.86	\$30.33	\$1,187.44	\$31.24	\$1,223.07	\$32.18
3	Team Member 1 (TM1) Class 5 Fitter Apprentice 3rd Year	\$1,063.31	\$27.99	\$1,095.21	\$28.82	\$1,128.07	\$29.69
2	Team Member TM Class 6 Fitter Apprentice 2nd Year	\$941.77	\$24.78	\$970.02	\$25.53	\$999.12	\$26.29
1	Trainee / Apprentice 1 st Year*	\$821.35	\$21.61	\$845.99	\$22.26	\$871.37	\$22.93

*An employee who commences as a Trainee or Apprentice and is aged 18 or over shall commence on the Team Member classification

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Allowance paid per day	1 July 2019	1 July 2020	1 July 2021
Roster Duty	\$78.27	\$80.62	\$83.04

The daily allowance for roster duty listed above is to be increased by \$20 for work performed on Saturdays and Sundays.

Appendix B – Skills and Training, Mains and Services

To be read in conjunction with the National Supervision advisory guideline for Gas Industry Traineeships & Apprenticeships – September 2006.

Initial Training Requirements

- HLTAID003 Provide First aid
- RIIWHS205D & RIIWHS302D Control traffic with stop-slow bat & implement traffic management plan
- CPPFES2005A Demonstrate first attack firefighting equipment
- HLTWHS005 Conduct manual tasks safely
- Asbestos Awareness /Power Awareness and Electrical Safety
- Trench shoring awareness
- CPCCWHS1001 Prepare to work safely in the construction industry (White card or equivalent)

Gas Industry training package UEG18

Mains and Services Construction

Certificate II (UEG20118)

- UEGNGS005 Prepare to work in the gas industry
- UEGNSG132 Carry out basic work activities in a gas industry work environment
- UEGNSG140 Apply environmental policies in the utilities industry
- UEGNSG141 Apply workplace health and safety regulations, codes and practices in the gas supply industry
- UEGNSG004 Locate, prove and protect utility assets
- UEGNSG134 Establish a utilities infrastructure work site
- UEGNSG006 Use of portable gas detector to locate escape
- UEGNSG219 Conduct excavations in the utilities industry

Units selected from Certificate III (UEG30118)

Construction Units

- UEGNSG212 Construct, lay and connect a gas distribution service to a plastic main
- UEGNSG213 Construct, lay and connect a gas distribution service to a steel main
- UEGNSG220 Construct and lay polyethylene gas distribution mains
- UEGNSG222 Construct and lay nylon or PVC gas distribution mains
- UEGNSG223 Construct and lay steel gas distribution pipelines
- PMBWELD301 Butt weld polyethylene plastic pipelines
- PMBWELD302 Electrofusion weld polyethylene pipelines

Maintenance Units

- UEGNSG216 Commission and decommission gas distribution pipelines
- UEGNSG225 Perform routine maintenance on a distribution pipeline facilities and equipment
- UEGNSG221 First on site response to gas pipeline emergencies
- UEGNSG705 Disconnect and reconnect small capacity gas meters
- UEGNSG714 Relight Type A gas appliances
- RIIWHS202D Enter and work in confined spaces
- MSMWHS216 Operate breathing apparatus

Certificate IV

- UEG40118 Certificate IV in Gas Supply Industry Operations or
- BSB42015 Certificate IV in Leadership and Management

Additional if required for the job

- UEGNSG217 Launch and recover PIGs in a gas distribution pipeline
- UEGNSG207 Coordinate construction, laying and testing of gas distribution pipelines

Appendix C – Skills and Training, System Operations

Systems Operations FITTERS

To be read in conjunction with the National Supervision advisory guideline for Gas Industry Traineeships & Apprenticeships – September 2006.

Systems Operations Specific Training

The Company undertakes to provide twenty four (24) hours of specific systems operations training per annum to Employees working within the systems operations department. The content of two units (16 hours) shall be determined by the Employees with one unit (8 hours) to be determined by the Company.

Systems Operations Non Trade evaluations

For Employees within the Systems Operations department who are undertaking but have not yet completed a trade qualification, each year the Company will formalise a training and assessment regime consistent with their level and competency. This program will:

- (a) Make an assessment of their current performance;
- (b) Agree with the Employee a program of works and/or mentoring to expose them to a range of work types and competencies required to progress to the next classification;
- (c) Between months 9–12 of the program, the Employee's on the job performance will be assessed by a selection of senior trade qualified peers;
- (d) At the conclusion of the year, the Company will assess the Employee's classification; and
- (e) If the Employee is not ready to progress to the next level, a further program will be undertaken with 6 monthly reviews.

Certificate II (UEG20118)

- UEGNS005 Prepare to work in the gas industry
- UEGNSG132 Carry out basic work activities in a gas industry work environment
- UEGNSG140 Apply environmental policies in the utilities industry
- UEGNSG141 Apply workplace health and safety regulations, codes and practices in the gas supply industry
- UEGNSG006 Use a portable gas detector to locate escape
- UEGNSG134 Establish a utilities infrastructure work site
- UEENEEE102A Fabricate, assemble and dismantle utilities components
- MSMWHS216 Operate breathing apparatus
- RIIWHS202D Enter and work in confined spaces

Units from Certificate III (UEG30118)

- UEGNSG221 First on site response to gas pipeline emergencies
- UEGNSG225 Perform routine maintenance on distribution pipeline facilities and equipment
- UEGNSG344 Commission and decommission transmission pipelines
- UEGNSG347 Perform routine maintenance on transmission pipeline facilities and maintenance
- UEGNSG805 Maintain multi-stage and multi-run gas flow and pressure measuring and regulating devices
- UEGNSG804 Maintain single stage and single run gas flow and pressure control and measuring devices

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- UEGNSG811 Monitor and operate complex flow control, measuring and regulating devices for gas distribution

Certificate IV (UEG40118)

- UEGNSG305 Coordinate gas transmission pipeline repair and modifications

Additional to the above

- HLT AID003 Provide First aid
- RIIWHS205D & RIIWHS302D Control traffic with stop-slow bat & implement traffic management plan
- CPPFES2005A Demonstrate first attack firefighting equipment
- HLTWHS005 Conduct manual tasks safely
- Asbestos Awareness /Power Awareness and Electrical Safety
- CPCWHS1001 Prepare to work safely in the construction industry (White card or equivalent)
- UEGNSG714 Relight type A gas appliances

Fitter Level 4

UEGNSG132 Carry out basic work activities in a gas industry work environment

UEGNSG141 Apply workplace health and safety regulations, codes and practices in the

gas supply industry

UEGNSG005 Prepare to work in the gas industry

UEGNSG134 Establish a utilities infrastructure work site

Traffic Management

First -Aid

Confined Space / Breathing Apparatus

Fire Extinguisher Training

O.H & S Induction (Red Card) All

Relevant Paperwork

Relevant Knowledge of AS 1697

Fitter Level 3

UEGNSG811- Monitor and operate complex flow control, measuring and regulating devices for gas distribution

Workshop / Construction

Pipe Bending Meter

Types Meter

Telemetry

Installation Drawings

Auxiliary Drawings

Bolting & Flanging

Meter Change Build

Install/ Pre Commission Testing

Valves & Filters

Selection of Appropriate Tools

Fitter Level 2

Maintenance /Installation (Semi -supervised) Panels

Actuators

Valves

Regulators

Heaters

SCADA Systems

Winter Testing Programs

City Gates

Industrial

Commissioning / De –Commissioning

Fail Safe Pilot Operation

Operational Checks

Fitter Level1

BSBWOR301 Organise personalwork priorities and development

BSBFLM312 Contribute to team effectiveness

BSBFLM303 Contribute to effective workplace relationships

BSBWHS301 Maintain workplace safety

Maintenance /Installation (Unsupervised) All the

above un - supervised

Trouble Shooting

Dealing with unplanned events

Certificate IV

BSBMGT402 Implement operational plan

BSBWOR404 Develop work priorities

REGULATOR PIT ATTENDANT (RPA)

RPA Level 2

UEGNSG005 Prepare to work in the gas industry

UEGNSG132 Carry out basic work activities in a gas industry work environment

UEGNSG140 Apply environmental policies and procedures in the utilities industry

UEGNSG141 Apply workplace health and safety regulations, codes and practices in the gas supply industry

MSMWHS216 Operate breathing apparatus

RIIWHWS202D Enter and work in confined spaces

HLTAID003 Provide First aid

RIIWHWS205D & RIIWHWS302D Control traffic with stop-slow bat & implement traffic management plan

CPPFES2005A Demonstrate first attack firefighting equipment

HLTWHWS005 Conduct manual tasks safely

Asbestos Awareness

Traffic Management

First -Aid

Confined Space / Breathing Apparatus

Fire Extinguisher Training

O.H & S Induction (Red Card) All

Downer Utilities Australia Pty Ltd (Gas) Enterprise Agreement 2019 – 2022

Relevant Paperwork
Relevant Knowledge of AS 1697

RPA Level 1

UEGNSG811- Monitor and operate complex flow control, measuring and regulating devices for gas pressure control

Workshop / Construction
Meter Types
Installation Drawings Bolting
& Flanging Meter Change
Install
Valves & Filters
Selection of Appropriate Tools
Chart Run

Appendix D – Minimum Requirements for Employees to be included in Roster Duty (standby)

The minimum training and competencies for an Employee to be included in the Roster Duty (Standby) are as follows:

- (a) to be included on the roster as a Team leader or first call, the employee must have a minimum of two years field experience and completed the training listed below. For an experienced employee starting with the Company, an assessment of the Employee's skills and competencies will be made by the Operations Manager, Supervisor and Training Manager to determine if the employee is eligible to be included on the Roster Duty (standby).

Personnel:	Competencies:	Must be current in:
First Responder	<p>Certificate II in Gas Supply Industry Operations & the following units from Certificate III Gas Supply Industry Operations:</p> <ul style="list-style-type: none"> • UEGNSG216 Commission Decommission gas distribution pipelines • UEGNSG225 Perform routine maintenance on distribution pipeline facilities and equipment • UEGNSG221 First on site response to gas pipeline emergencies • UEGNSG212 Construct, lay and connect a gas distribution service to a plastic main • UEGNSG213 Construct, lay and connect a gas distribution service to a steel main • UEGNSG220 Construct and lay polyethylene gas distribution mains • UEGNSG222 Construct and lay nylon or PVC gas distribution mains • UEGNSG223 Construct and lay steel gas distribution pipelines • UEGNSG714 Relight Type A gas appliances • RIIWH202D Enter and work in confined spaces • MSMWHS216 Operate breathing apparatus • Hold a Licence to drive a heavy truck (unless otherwise agreed) 	<ul style="list-style-type: none"> • Breathing apparatus • Traffic Management • First aid / CPR • Fire training • Relight type A gas appliances • Confined spaces • Stop – off equipment • Asbestos Awareness • Manual Handling • Poly Fusion techniques • Trench shoring • Power Awareness and Electrical Safety

- (b) A Team Member or second person on Roster Duty must have a minimum of one year's field experience and completed the training listed below. An assessment of the Employee's skills will be made by the Operations Manager, Supervisor and Training Manager to determine if the employee is eligible to be included on Roster Duty (Standby).

Personnel:	Competencies:	Must be current In:
Second Responder	<p>Minimum Certificate II in Gas Supply Industry Operations plus:</p> <ul style="list-style-type: none"> • RIIWH202D Enter and work in confined spaces • MSMWHS216 Operate breathing apparatus • UEGNSG714 Relight Type A gas appliances • UEGNSG005 Prepare to work in the gas industry • UEGNSG141 Apply workplace health and safety regulations, codes and practices in the gas industry • UEGNSG132 Carry out basic work activities in a gas industry environment • UEGNSG140 Apply environmental policies and procedures in the utilities industry • UEGNSG004 Locate, prove and protect utility assets • UEGNSG134 Establish a utilities infrastructure work site • Hold a License to drive a heavy truck (unless otherwise agreed) 	<ul style="list-style-type: none"> • Breathing apparatus • Traffic Management • First aid / CPR • Fire training • Relight type A gas appliances • Power Awareness and Electrical Safety

Appendix E – Disciplinary Procedure

1.1 Unsatisfactory Performance or Misconduct

1.1.1 Misconduct

The following list contains examples of Employee misconduct, which if substantiated, could result in disciplinary action being taken. The list is not exhaustive.

- Failure to demonstrate required conduct in relation to attendance, timekeeping and housekeeping.
- Failure to act in a courteous manner to customers or clients (Internal and external).
- Smoking in the workplace (except in designated smoking areas at approved times).
- Attending for work in a condition which constitutes a risk to one's own or other Employees' personal safety.

1.1.2 Serious Misconduct

The following list contains examples of serious misconduct, which if substantiated, could result in instant dismissal. The list is not exhaustive.

- Refusal to obey a lawful and reasonable instruction. This includes refusal to person assigned work, alternative duties or continuous refusal to work reasonable overtime (in accordance with the relevant Award and/or agreed contract of employment).
- Misrepresentation, falsifying, or being a third party, to the falsification of any Company or client documents or records. This includes timesheets, wage records, accident reports, expense claims, leave records, production reports etc.
- Unauthorised possession and/or movement of Company, client or other Employees' property.
- Unauthorised use of Company or client equipment or vehicles, including driving of vehicles while disqualified from driving.
- Unauthorised consumption of alcohol on Company premises. Consuming or being in possession of illicit drugs on Company property (other than personal medication prescribed by a medical practitioner).
- Proven discrimination, harassment, bullying or victimisation.
- Willful, irresponsible or negligent acts which results or could result in damage to Company property, product or personnel.
- Being absent from the workplace during a period of unauthorised leave.
- Irresponsible use or misuse of fire protection or safety equipment.
- Failure to wear appropriate personal protective equipment and clothing.
- Failure to comply with safety regulations, safety signs, equipment isolation and plant entry procedures.
- Sleeping on the job.
- Criminal activity (e.g. theft, fraud).
- Verbal abuse.

1.1.3 Disciplinary Process- Disciplinary Interview

A disciplinary interview shall be conducted with the Employee(s) concerned and the process outlined below followed:

- The Employee shall be advised in advance of the disciplinary interview time and that they may choose to have third party representation who is a party to the Agreement.
- A management representative may be present at the meeting if it is likely that the outcome will be either a final warning, first and final warning or termination. A Human Resources representative must be present at the meeting if it is likely that the outcome will be dismissal.
- A record of discussion shall be prepared **within 24 hours** of the meeting taking place. This document must clearly state the date, time and location of the interview, who was present and shall include a detailed account of what was said and by whom. The document is to be signed and dated by all parties, with a copy given to the Employee. In the event that the Employee refuses to sign the document, then a note to that effect shall be recorded on the document.
- The Employee will have put to him/her the allegations of unsatisfactory performance or misconduct.
- The supervisor/manager shall invite the Employee to respond to the allegations. This response shall be included in the record of discussion.

An Employee, of whom allegations of serious misconduct have been made against, may be suspended, with pay until the allegations have been fully investigated.

1.2 Outcomes of the Disciplinary Process

Once allegations of unsatisfactory performance or misconduct have been fully investigated and the Employee has had the opportunity to respond. An outcome shall be determined by the Company of the disciplinary process can result in the following outcomes:

- no action
- first warning
- final warning
- first and final warning
- termination.

1.2.1 Determining the Level of Disciplinary Action

The level of disciplinary action in any particular situation will depend upon a number of factors including:

- the Employee's length of service and work history
- whether or not any previous warnings have been issued, how long ago and how closely related they were to the present situation
- the Employee's level of skill, competency, classification and training (Internal and external)
- the Employee's knowledge of the Company's policies and procedures
- the Employee's response to the issues raised, including the level of contrition
- the seriousness and implications of the Employee's performance/conduct.

This will require consideration of:

- the actual or potential effect on the individual Employee
- the actual or potential effect on other Employees (e.g. risk of injury) and property
- the actual or potential effect on the Company's name or business activities, including property and reputation
- the legal obligations of the Employee or Company (common and statutory)
- whether the Employee deliberately acted in a dishonest or fraudulent manner.

Generally there will be two warnings prior to termination, unless the seriousness of the misconduct indicates that fewer warnings be given (e.g. first and final warning or instant dismissal).

1.2.2 Record of Disciplinary Action

Where disciplinary action (e.g. first warning, final warning, first and final warning or dismissal) is taken, the supervisor/manager must complete a Record of Disciplinary Action Form **within 24 hours** of the Employee being verbally notified that disciplinary action is being taken. This form shall outline:

- the performance gap (i.e. where the Employee's performance is currently deficient or not in accordance to company policy)
- the Employee's response to the concerns raised
- what is expected in terms of behavioural change to ensure the Employee meets company standards or policy requirements
- dates when supervisor/manager and Employee will meet to review performance
- the consequences of continued poor performance (i.e. further disciplinary action, up to and including dismissal).

1.3 Continued Poor Performance/Misconduct

1.3.1 Final Warning

If the Employee's performance does not improve within the agreed timeframe after disciplinary action has been taken, or if a further incident occurs, another disciplinary interview shall be held. The Employee may also choose to have a representative present. The same process for this disciplinary interview should be followed as outlined in section 1.2.2.

1.3.2 Termination

If the poor performance continues after the final warning has been issued, or a further incident occurs, another disciplinary interview shall be conducted by a senior management representative and a Human Resources representative, the Employee may also choose to have a third party representative present.

1.4 If, once the investigation is complete, the allegations are substantiated; the Employee shall be notified that their employment contract with the Company is terminated.

1.5 Disciplinary procedures will be conducted as quickly as practicable. Employees will be able to respond to show cause letters either verbally or in writing and can be represented during any stage of the process. For the sake of clarity, status quo does not apply to disciplinary matters, including termination of employment.

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Appendix F – Site allowance

Project Value \$ Million	Site Allowance \$ per Hour
3.0 – 8.1 million	\$2.45
\$8.1 – 19.9 million	\$2.65
\$19.9 – 40.1 million	\$2.95
\$40.1 – 80.1 million	\$3.50
\$80.1 – 160.2 million	\$4.15
\$160.2 – 240.3 million	\$4.25
\$240.3 – 320.2 million	\$4.45
\$320.2 – 480.6 million	\$4.60
\$480.6 - 671 million	\$4.70
\$671 - 893.2 million	\$4.80
\$893.2 - 1163.9 million	\$4.90
\$1163.9 - 1428.4 million	\$5.30
\$1428.4 - 1798.7 million	\$5.75