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apa

APA Transmission Pipelines (NSW, VIC & SA excl. Moomba) Enterprise Agreement 2023

APT Management Services Pty Ltd

ABN 58 091 668 110

And

APA VTS Australia (Operations) Pty Ltd

ABN 65 083 009 278



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1. Title

This Agreement shall be known as the APA Transmission Pipelines (NSW, VIC & SA excl. Moomba) Enterprise Agreement 2023.

2. Definitions and Interpretation

In this document these terms will have the following meanings when used in this Agreement:

Act means the Fair Work Act 2009 (Cth) as amended from time to time;

Adult Apprentice means an Employee engaged as an apprentice who at the time of the commencement of the apprenticeship is of or above the age of 21 years;

Agreement means this document APA Transmission Pipelines (NSW, VIC & SA excl. Moomba) Enterprise Agreement 2023;

All-Purpose Hourly Rate means the hourly rate for the Employee's level in the Classification Structure (*Base Rate of Pay*) plus, where applicable, the First Aid Allowance and other agreed skills related allowances. This rate is used for the calculation of all penalty rates and shift loadings specified in this Agreement;

All-Purpose Rate of Pay is calculated for a week using the All-Purpose Hourly Rate multiplied by 38 ordinary hours;

Average Pay means the calculated annual pay paid fortnightly. It includes the All-Purpose Rate of Pay and any recurring allowances.

Average Pay does **not** include:

- overtime in addition to the rostered hours that are not included in the Operations Allowance;
- hours worked in addition to the Overtime Allowance once those allowed hours have been utilised;
- any incident based allowances or payments (e.g. project, standby, higher duties, travel);

Base Rate of Pay means the hourly rate payable for the Employee's level in the Classification Structure;

Call out means being required to attend to work duties outside of your normal work hours and/or away from your home;

Capital Project means a Company approved project whereby the project costs can be capitalised or depreciated over its useful life; Excluding Inline Inspections and the associated validation digs.

Company means the **Employer** as defined;

Company Policy means the policies and procedures of the Employer that may be amended from time to time at the sole discretion of the Employer. Matters of Company Policy are expressly excluded from this Agreement. However, matters contained within this Agreement will supersede the relevant Company Policy;

Day Worker means an Employee engaged to work within the spread of ordinary hours;

De facto Partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis, whether or not of the same sex or different sexes;

Employer means, APT Management Services Pty Ltd (ABN 58 091 668 110); and APA VTS Australia (Operations) Pty Ltd (ABN 65 083 009 278) and is referenced as 'APA' for the purposes of this Agreement;

Employee/s means Employees of the Employer engaged in NSW, Victoria and South Australia (excluding Moomba) who are engaged in Transmission Operations in the occupations specified in Appendix B - Generic Transmission Classification Descriptions, Bands A - E and includes current and future Employees. Unless otherwise specified, a reference to Employees includes permanent, casual and fixed term Employees, but does not include any contractor or subcontractor or their Employees;

Employee Representatives means an Employee entitled to be recognised by the Employer in accordance with Clause 12 – Employee Representatives;

FWC means the Fair Work Commission;

Immediate Family as defined by the Act means:

- a. an Employee's spouse (including a former spouse, de facto partner or former de facto partner), child, parent, grandparent or sibling of the Employee
 - b. a child (including an adopted child, step child or an ex-nuptial child)
- a parent, grandparent, grandchild, or sibling of the Employee or the Employee's spouse
as further defined by, and at the discretion of the Employer

Leave means any authorised leave including, but not limited to personal leave, annual leave, training leave, family leave, long service leave, parental leave, leave while on accident and sickness leave and leave while on workers' compensation;

Manager means Team Leader, Leader, Supervisor and Manager;

NES means National Employment Standards;

On Call shall mean being on the 'on-call' roster to be readily available for duty in emergency situations;

Operational Requirements mean the business needs of the Company as determined by the Company;

Ordinary Hours for Day workers are to be an average of 38 hours per week but not exceeding 152 hours in 28 days. Ordinary hours for shift workers are to average 38 hours per week inclusive of meal breaks, and must not exceed 152 hours in 28 consecutive days;

Ordinary Time Earnings means the actual ordinary rate of pay the Employee receives for ordinary hours of work including, but not limited to shift loading and all other allowances applicable. The term includes the rate of pay as set out in Appendix A, as well as casual rates and any additional rates and allowances paid for work undertaken during ordinary hours and ordinary hours of rostered work, including travel;

Region for the purposes of clause 15.5 a region is an individual geographically defined workgroup as prescribed in the company's organisational chart.

Shift Worker means an Employee engaged to work in accordance with the arrangements defined in Clause 17.6 Shift work – Definitions and Arrangement of Working Hours;

Unions mean the Australian Manufacturing Workers' Union (AMWU), the Australian Workers Union (AWU), the Communications Electrical and Plumbing Union (CEPU);

Worksite means any place of work for Employees covered by this Agreement;

Work cycle means the roster or pattern of work implemented in a particular work location.

3. Coverage

- 3.1 This Agreement covers all current and future Employees who are employed by the Employer.
- a. Except as otherwise provided, this Agreement replaces all previous agreements written or verbal.
 - b. This Agreement shall incorporate the provisions of the Gas Industry Award 2020 (as varied and replaced from time to time) Provided that where there is any inconsistency between the Agreement and the Award, the Agreement shall prevail to the extent of an inconsistencies.
- 3.2 The Parties agree that the matters contained in the Company's letter to The Australian Workers' Union and The Australian Manufacturing Workers Union dated 29th April 2016 shall be incorporated and form part of this Agreement. Any dispute concerning the application of the matters contained in the letter shall be determined by the Dispute and Grievance Procedure in the Agreement.

4. Parties Bound

This Agreement is binding upon:

- 4.1 APT Management Services Pty Limited (ABN 58 091 668 110) and APA VTS Australia (Operations) Pty Ltd (ABN 65 083 009 278); and
- 4.2 All Employees employed by the Employer in accordance with the classifications contained herein and will include Apprentices in the trades and occupations contained within the classification structure; and
- 4.3 Subject to application and approval of the FWC, the following Unions will also be party to this Agreement:
- The Australian Manufacturing Workers Union (AMWU)
 - The Australian Workers Union (AWU)
 - The Communications Electrical and Plumbing Union (CEPU)

5. Duration of Operation

The Agreement shall commence operation 7 days after its approval by the FWC (Commencement date) and will continue in force until varied, terminated or replaced by another Agreement, in accordance with the Act. The nominal expiry date will be 30th September 2026.

Three months prior to the nominal expiry of this Agreement, the Parties will meet to commence negotiations for the replacement of this Agreement.

6. Posting of Agreement

This Agreement shall be posted by the Employer on the intranet and be accessible to all Employees covered by this Agreement.

7. Severability

It is the intention of those covered by this Agreement that the Agreement contains only permitted matters under the Act.

The severance of any term of this Agreement that is, in whole, or in part, of no effect by virtue of the operation of Section 253 of the Act shall not be taken to affect the binding force and effect of the remainder of the Agreement.

8. National Employment Standards

Should any term of this Agreement be less favourable to an Employee than the NES, the NES will prevail over the term of this Agreement to the extent that the term of this Agreement is less favourable.

9. Dispute and Grievance Procedure

- 9.1 Disputes about matters arising under the Agreement, or relating to the NES (including provisions relating to flexible working arrangements and extending the period of unpaid parental leave) will be resolved according to this procedure.
- 9.2 The Employee/s concerned will meet and confer with their immediate supervisor. The Employee/s may appoint another person to act on their behalf including an Employee or Union representative.
- 9.3 If the matter is not resolved at such a meeting the parties to the dispute will arrange further discussions involving more senior management as appropriate. The Employee, or Employee representative may invite an official from the Union (of which they are members and which is entitled to represent them) to be involved in the discussions as a further representative of the Employee. The Employer may also invite into the discussions an officer of the Employer organisation to which the Employer belongs.
- 9.4 Where the matter in dispute remains unresolved either of the parties may refer the matter to the FWC for conciliation and arbitration. The FWC may exercise procedural powers in relation to hearings, witnesses, submissions and evidence as necessary to make arbitration effective. All parties will abide by the decision of the FWC following arbitration, subject to either party exercising the right of appeal.
- 9.5 While the dispute procedure is being conducted, the original situation immediately prior to the dispute being raised will prevail, unless it is not safe to do so.
- 9.6 Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.

10. Consultation

10.1 This term applies if the Employer:

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

Major change

10.2 For a major change referred to in paragraph 10.1.a:

- a. the Employer must notify the relevant Employees of the decision to introduce the major change; and
- b. subclauses 10.3 to 10.9 apply.

10.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

10.4 If:

- a. relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b. the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

10.5 As soon as practicable after making its decision, the Employer must:

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

10.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

10.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 10.2.a and subclauses 10.3 and 10.5 are taken not to apply.

- 10.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- a. the termination of the employment of Employees; or
 - b. major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain Employees; or
 - f. the need to relocate Employees to another workplace; or
 - g. the restructuring of jobs.

Change to regular roster or ordinary hours of work

10.10 For a change referred to in paragraph 10.1.b:

- a. the Employer must notify the relevant Employees of the proposed change; and
- b. subclauses 10.11 to 10.15 apply.

10.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

10.12 If:

- a. a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- b. the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

10.13 As soon as practicable after proposing to introduce the change, the Employer must:

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

10.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

10.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

10.16 In this term:

'relevant Employees' means the Employees who may be affected by a change referred to in subclause 10.1.

11.Consultative Committee

A Consultative Committee, comprising at least two (2) senior representatives of the Employer and at least three (3) Employee representatives will regularly meet at least every six months to review the effectiveness of this Agreement and discuss any issues of Employer-wide significance that arise from time to time. This group may also establish sub-committees comprised of Employees, Management and/or Union representatives for the purpose of monitoring other aspects of the Agreement.

12.Employee Representatives

12.1 Subject to operational requirements and the Employee obtaining prior approval from their Supervisor, an Employee who is nominated by an Employee, or Employees, to assist that Employee, or Employees, regarding industrial matters will be allowed reasonable time during working hours without loss of pay to confer with the Employee(s) and the Employer's Managers/Supervisors about matters affecting the Employee(s) whom they represent.

Such leave will be granted for the purposes of minimising the potential for industrial disputation to occur, facilitate communication and in order to promptly and effectively resolve issues as they arise, and may include to;

- a. Consult and speak with Employees about matters relating to their employment such as a grievance or dispute where asked to do so by the relevant Employee/s;
- b. Consult and confer with Officials of the Union subject to applicable right of entry provisions of the Act;
- c. Consult with the Employer including participating in any consultation process set out under this Agreement;
- d. Represent the interests of Employees to the Employer and before industrial tribunals and courts;
- e. Participate in accordance with the Act in any bargaining for an Agreement to replace this Agreement.

12.2 For the purpose of representing an Employee regarding industrial matters, the Employer will provide Employee Representatives with reasonable access to facilities such as telephone, fax, e-mail, photocopier and storage facilities in proximity to the Employee's workplace for the performance of functions as an Employee Representative. The Employer will respect the privacy of the Employee Representatives and Union delegate's use of those facilities and will not monitor communications using those facilities. In the performance of functions as an Employee Representative, the APA Code of Conduct and IT Acceptable Use Policy will apply in respect of the use of these facilities.

- 12.3 The Employer will provide notice boards in lunchroom facilities and another prominent location in the workplace which is accessible to all Employees and allow union delegates to post Union notices and Union information on those notice boards, which comply with APA Policies.
- 12.4 Union members will be entitled to meet with their delegates on an as needs basis whilst maintaining operational requirements and keeping any disruptions to a minimum.
- 12.5 If there are Employee representatives at the workplace who are elected by Employees, those representatives will have the same rights as Union delegates under this clause and Employees will have the same right to meet such Employee representatives on an as needs basis. Nothing in this sub-clause prevents a Union delegate also being elected as an Employee representative.
- 12.6 Employee Representative Training
- a. Subject to operational requirements and prior approval from the Employee's Manager, an Employee Representative who is nominated by the Union to attend training that will assist the Employee to further develop their skills and knowledge as an Employee Representative, will be entitled to access up to 10 days paid training leave per annum. Relevant training for this purpose includes, but is not limited to, courses relating to dispute resolution and negotiation and matters in relation to the Award and the Act. For the avoidance of doubt, this training must be relevant to the workplace and the relationship between the Employer and the Employee.
 - b. Employees who are granted paid training leave under this provision will continue to receive their Average Pay while attending pre-approved training, including any necessary travelling time during ordinary working hours immediately prior to or at the conclusion of a course, but excluding overtime.

TERMS AND CONDITIONS OF EMPLOYMENT

13. Employment Categories

Employees shall be engaged on a permanent full-time, permanent part-time, casual or fixed term basis.

13.1 Permanent full time Employee

A permanent full time Employee is an Employee who is engaged to work an average of 38 ordinary hours per week.

13.2 Permanent part time Employee

- a. A permanent part time Employee is an Employee who is engaged to work a regular pattern of hours that are less than 38 ordinary hours per week. The ordinary hours will not be fewer than four (4) consecutive hours per day or shift.
- b. Part time Employees shall accrue and/or receive entitlements under the Agreement on a pro-rata basis.
- c. Public holiday pay is only payable where the rostered regular pattern of employment includes a public holiday.

13.3 Casual Employee

- a. A casual Employee is an Employee who is engaged to work by the hour with a minimum of 4 consecutive hour's employment on any one day or shift.
- b. Casual Employees shall be paid at the base rate of pay for the relevant classification plus a loading of twenty-five per cent. Casual Employees are not entitled to any benefits that are attached to full time employment which legislation does not require to be provided to casual Employees. Casual Employees receive the casual loading in lieu of these benefits.

(a) the Employer will offer the casual Employee the option to convert to full-time or part-time permanent employment, when the Employee:

- (i) has worked for the Employer for 12 months; and
- (ii) has worked a regular pattern of hours for at least the last 6 of those months on an ongoing basis; and
- (iii) could continue working those hours as a permanent employee without significant changes.

c. An Employee engaged as a regular casual Employee may also request in writing that their employment be converted to full-time or part-time employment, as follows:

- 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 less than 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.

- d. A regular casual Employee is not obliged to convert to full-time or part-time employment, nor is the Employer permitted to require the Employee to convert. Furthermore, an Employer is not obligated to increase the hours of a regular casual Employee when converting to full-time or part-time employment.

The Employer may choose not to make an offer to a regular casual Employee for casual conversion on reasonable grounds, which may include:

- i. it would require a significant adjustment to the regular 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;
 - ii. it is known or reasonably foreseeable that the regular casual Employee's position will cease to exist within the next 12 months;
 - iii. 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
 - iv. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the regular casual 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.
- e. For any ground of refusal to be reasonable, it must be based on facts which are known or reasonably foreseeable, and reasons must be provided in writing to the Employee.
- i. Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the Employee with the reasons for refusal in writing within 21 days of the request being made.
- f. 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 Employee or part-time Employee under the provisions of this Agreement.

13.4 Fixed term Employee

Subject to the Act

- a. a fixed term Employee is an Employee engaged full-time or part-time for a period in excess of 6 weeks, for a specific purpose with a specified term of continuous employment.
- b. further periods of fixed term employment may be offered by the Employer, provided that a further period of fixed term employment will in no way indicate that employment is on an ongoing or permanent basis.

13.5 Apprentices

The Employer acknowledges and will implement a program that ensures Apprentices and Trainees are managed in accordance with National Supervision Advisory Guidelines for Gas Industry Traineeships and Apprenticeships.

All Apprentices shall be supervised by an appropriately qualified tradesperson. The supervising qualified tradesperson is responsible for taking all reasonable steps to ensure that all work is checked, tested and complies with relevant Acts, Regulations, Codes of Practice, and Australian Standards.

14. Individual Flexibility Arrangement

- 14.1 The Employer and an Employee covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of terms of the Agreement if:
- a. the Agreement deals with one (1) or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) leave loading; and
 - b. the arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 - c. the Employer and Employee genuinely agree to the arrangement.
- 14.2 The Employer must ensure that the terms of the Individual Flexibility Arrangement:
- a. are about permitted matters under section 172 of the Act; and
 - b. are not unlawful terms under section 194 of the Act; and
 - c. result in the Employee being better off overall than the Employee would be if no arrangement were made.
- 14.3 The Employer must ensure that the Individual Flexibility Arrangement:
- a. is in writing; and
 - b. includes the name of the Employer and Employee; and
 - c. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - d. includes details of:
 - i) the terms of the 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
 - iv) conditions of his or her employment as a result of the arrangement; and
 - e. states the day on which the arrangement commences.
- 14.4 The Employer must give the Employee a copy of the Individual Flexibility Arrangement within fourteen (14) days after it is agreed to.
- 14.5 The Employer 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 Employer and Employee agree in writing — at any time.

15. Hours of Work

- 15.1 All permanent full-time Employees shall work an average of 38 ordinary hours per week in accordance with local arrangements. As a consequence, all leave, and entitlements will be based on a 38-hour week.
- 15.2 Subject to the preceding paragraph, the spread of hours, hours per week and days upon which ordinary hours of work may be worked may be altered as to all or a section of Employees, by agreement between the Employer, the majority of Employees and the Union concerned.
- 15.3 The usual daily commencing times and usual daily finishing times of ordinary hours of work in a section(s) shall be as arranged by agreement between the Employer, the Employees of the particular section or sections involved, and the Union concerned.
- 15.4 The normal spread of hours during a working day shall be between 6.00am and 6.00pm Monday to Friday inclusive.

15.5 Compressed Working Arrangements

Compressed Working Arrangements to be applied at a regional level, in consultation with the employees and employer, where the majority of employees request it. This can be in the form of a 9-day fortnight, or a 4-day week working to a 38-hour week average.

15.6 Weekly Day Off

- a. All Employees shall be entitled to at least twenty-four consecutive hours off work each week. Such time is without pay.
- b. Where the Employer and Employee agree, the entitlement to twenty-four consecutive hours off work can be changed to suit the requirements of the Employer and Employee, provided occupational health and safety issues are taken into account.

15.7 Rostered Days Off

a. Eligibility

With the exception of Shift Workers, all full-time permanent Employees working under this Agreement are eligible to participate in the RDO system.

b. Accrual

- i) In order to accrue sufficient ordinary time such that the Employee will receive ordinary time payment when taking Rostered Days Off (RDOs), an Employee is required to work the equivalent of an additional 2 hours per week (equating to a 40 hour week). This additional 2 hours per week of time worked and the payment thereof will be 'banked' and become the basis of payment for the RDO when taken. Typically this would be worked at 0.4 hours or 24 minutes per day. In this case, one RDO will

accrue for every 19 days worked. Flexibility on accrual of the time will be at the Employer's discretion. For example, local arrangements could result in accruals towards an RDO being in blocks of up to two hours.

- ii) RDOs do not accrue while an Employee is on annual leave, long service leave, workers' compensation or unpaid leave.
- iii) A full year's work will typically result in an entitlement of 12 RDOs per annum and 20 days annual leave.
- iv) Personal leave is deducted at 8 hours per day to ensure time towards RDOs continues to accrue while an Employee is on personal leave.
- v) Where an Employee is seconded to a project, entitlement to an RDO will be dependent on the requirements of that role and will be discussed as part of the secondment process.

c. Scheduling of RDOs

- i) RDOs are to be taken on the pre-determined day as per a roster at each site. The roster will take into account operational requirements and any pre-defined compulsory RDOs for that region.
- ii) The roster will be established at the discretion of the Employer, with consultation of Employees.
- iii) Employees and the Employer may seek to vary the day on which the normal RDO is taken by mutual agreement.
- iv) Should any operational difficulty arise which prevents the Employer from being able to grant all RDO requests for a particular day, the available days will be allocated on a first come first served basis, or by mutual agreement.

d. Scheduling of multiple Rostered Days Off (RDOs)

A request to schedule multiple RDOs may be submitted and will take into account the operational requirements of the business and is subject to Management approval.

The following will apply:

- i) Employees may request a maximum of four (4) days.
- ii) RDOs are to be taken by 4 January of the year immediately following the year in which they have been accrued or will be paid out at the All Purpose hourly rate for 7.6 hrs.
- iii) Scheduling of multiple RDOs may also be taken with annual leave.

15.8 Working hours outside of normal spread of hours

Day workers required to work outside of the normal spread of hours will be paid at overtime rates for these hours unless mutually agreed otherwise in line with Clauses 15.2 and 15.3 or a project specific allowance is applicable as outlined in Appendix E.

16. Overtime

- 16.1 It is understood that due to the Employer's operational requirements an Employee may be required to work reasonable overtime and such overtime need not be limited to one job only. An Employee may be notified to work such overtime prior to leaving the Employer's premises or where the Employee agrees, after having left the Employer's premises.

Period	Overtime Multiplier
Monday to Friday	2.0
Saturday and Sunday	2.0
Overtime Allowance	2.0
Public Holidays	2.5

- 16.2 All time worked in excess of ordinary hours as defined shall be overtime and shall be paid for at the rate of the applicable All-purpose hourly rate multiplied by the overtime multiplier as set out in the table above.

- 16.3 The above rates are inclusive of all meal allowances.

16.4 Overtime Allowance

- a. The Overtime Allowance is an allowance of hours of overtime that the Employer anticipates will be required to be worked during the coming year. The value of these hours will be calculated as an annual amount and paid fortnightly as part of Average Pay.
- b. The Employer will conduct a review and assess the anticipated need for overtime throughout the year and determine an annual overtime hours cap for Employees in a region or area.
 - i) This review will take place every twelve months.
 - ii) During this review the Manager and Employee will review previous year and future operational requirements.
 - iii) As a result of this review the hours of pre-paid allowance may increase, reduce, be converted to pay as worked or remain the same. Any changes will be documented.
 - iv) Where an Employee is directed to work overtime in excess of their Overtime Allowance, then the extra hours will be paid at the applicable overtime rate in addition to Average Pay.
 - v) Where an Employee is not required to work all of the annual Overtime Allowance there will be no deduction of pay.
 - vi) Clause 16.4.b excludes Employees who were covered by the APA NSW Transmission Pipelines Enterprise Agreement 2011 – 2014 and had an annualised salary which included Predictable Overtime. For those Employees clause 16 should be read in conjunction with Appendix L – Overtime Allowance 'Predictable Overtime' NSW.

16.5 It is a condition of employment that an Employee work reasonable overtime as required to meet the needs of the business and all overtime worked must be at the discretion of the Employer. Where possible the allocation of overtime will be equitable.

- a. However, an Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours that are unreasonable.

In determining whether additional hours are reasonable or unreasonable the following must be taken into account:

- i) any risk to Employee health and safety from working the additional hours;
- ii) the Employee's personal circumstances, including family responsibilities;
- iii) the needs of the workplace or enterprise in which the Employee is employed;
- iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- v) any notice given by the Employer of any request or requirement to work the additional hours;
- vi) any notice given by the Employee of his or her intention to refuse to work the additional hours;
- vii) the usual patterns of work in the industry, or the part of an industry, in which the Employee works;
- viii) the nature of the Employee's role, and the Employee's level of responsibility; and/or where an averaging arrangement applies so that a pre-determined annual number of overtime hours is paid as part of the employee's fortnightly average pay;
- ix) whether or not the additional hours are on a public holiday;
- x) the Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours;
- xi) any other relevant matter which affects the Employee's Health and Safety.

At all times fatigue management must be taken into consideration and the work/life balance of the Employee.

- b. In calculating overtime or penalty rates, each day's work shall stand alone.
- c. An Employee shall not work for more than 16 continuous hours, including breaks, except in grave emergency. In these cases Occupational Health and Safety will not be compromised.
- d. Ten Hour break – An Employee will be entitled to a break of 10 hours between finishing overtime and reporting again for duty. They will not incur a reduction in payment for ordinary hours of work in this time. When directed to resume work before such a break is taken, the Employee must be paid at the rate of double time of the All-Purpose Hourly Rate for all time subsequently worked until a break of at least 10 hours has been taken.

16.6 Transport from work to home

When an Employee finishes overtime work at an hour when the usual and reasonable means of transport to the Employee's place of residence is not available the Employer shall provide transport or pay for the additional cost of a reasonable alternative means of transport home.

16.7 Extra Rates not Cumulative

- a. Extra rates in this Agreement are not cumulative so as to exceed a maximum of the normal overtime rate applicable for the day at the worksite. Any extra rates expressed in this Agreement shall be in substitution for and not cumulative upon the Shift Allowances prescribed in this Agreement.
- b. The maximum payment for any hours worked Monday to Sunday is 2 times the All-Purpose Hourly Rate, excepting for hours worked on a Public Holiday, where the maximum payment is 2.5 times the All-Purpose Hourly Rate.

17. Shift Work

17.1 The ordinary hours worked by a shift worker shall be an average of 38 ordinary hours per week over the relevant work cycle.

17.2 Shifts shall be worked in accordance with a roster mutually agreed upon prior to implementation by the Employees and Employer at each work location.

17.3 All shift workers working shifts shall be allowed a 20 minute paid meal break per shift to be taken at a mutually convenient time.

17.4 All employees including shift workers working shifts shall be allowed two 10 minute paid breaks per shift to be taken at a mutually convenient time.

17.5 Shift Penalty - For the purposes of shift work, the following definitions apply:

- a. Afternoon shift means any shift finishing after 6.00 pm and at or before midnight
- b. Night shift means any specified or rostered shift finishing after midnight and at or before 8.00am.
- c. Rostered shift means a shift of which the Employee concerned has had at least 48 hours' notice.

17.6 Definitions and Arrangement of Working Hours:

a. Continuous Shift Worker means an Employee working consecutive shifts throughout the 24 hours of the six days of the week without interruption. Ordinary hours for continuous shift workers are to average 38 hours per week inclusive of meal breaks, over a period that must not exceed 12 months.

b. Non-Continuous Shift Worker

This sub-clause will apply to shiftworkers not on continuous work. The ordinary

hours of such shift-workers must not exceed:

- i) 38 hours within a period not exceeding seven consecutive days;
 - ii) 76 hours within a period not exceeding 14 consecutive days;
 - iii) 114 hours within a period not exceeding 21 consecutive days; or
 - iv) 152 hours within a period not exceeding 28 consecutive days.
- c. The ordinary hours must be worked continuously, except for meal breaks. An Employee must not be required to work for more than five hours without a break for a meal.
- d. By agreement between the Employer and the majority of Employees in the work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
- i) proper health and monitoring procedures being introduced;
 - ii) suitable roster arrangements being made; and
 - iii) proper supervision being provided.

17.7 Allowances for Shiftworkers

The following allowances for shiftworkers are additional percentages of the Employee's Base Hourly Rate

- a. Day shift Monday - Friday - NIL
- b. Afternoon shift Monday - Friday - 15%
- c. Night shift Monday - Friday - 30%
- d. All ordinary time on a Saturday - 50% (employees will receive a minimum of four (4) hours payment)
- e. All ordinary time on a Sunday - 100% (employees will receive a minimum of four (4) hours payment)
- f. All ordinary time on a public holiday - 150%

A shift worker who works hours in excess of their ordinary hours will be entitled to overtime in accordance with clause 16.

18. Wages and Allowance

18.1 Wage Increases

The Base Rate of Pay, First Aid Allowance and all other allowances (with the exception of Meal and Incidental allowances as per Appendix C and Appendix E) referred to in this agreement will be increased as follows:

5.00% effective from 8th September 2023

4.00% effective from 8th September 2024

4.00% effective from 8th September 2025

18.2 Wage Schedules

- a. Actual Classification Base rates of pay are set out in Appendix A, and are inclusive of leave loading.
- b. Basis for calculation:
 - i) Annual rate is based on 52.2 weeks worked on average per year.
 - ii) Annual hours equal 1983.6 (52.2 weeks X 38 ordinary hours per week).

18.3 Apprentice Wages

a. Wage Rates

- i) Apprentices, other than adult Apprentices, shall be paid the following percentages of the B1 Band Base rate

Year 1	65%
Year 2	75%
Year 3	88%
Year 4	95%

- ii) Adult Apprentices shall be paid the following percentages of the B1 Band Base rate

Year 1	88%
Year 2	88%
Year 3	88%
Year 4	95%

- iii) Existing Employees who enter into an apprenticeship Training Program with the Employer will retain the existing All-Purpose Hourly Rate, as adjusted in accordance with the Agreement until such time as the Apprentice rate exceeds the existing Average Pay.

b. Agency Apprentices

Apprentices engaged through a Group Training scheme shall be paid in accordance with the terms of this agreement.

18.4 Payment of Wages

- a. Employees will be paid fortnightly. (See Average Pay in definitions).

For clarity, where an employees' ordinary working hours are averaged over a period in excess of one week (eg four weeks), payment for ordinary hours worked will be averaged over the employees' roster cycle.

For the avoidance of doubt, roster changes can only be made in accordance with clause 15.2 Hours of Work and section 10. Consultation.

- b. Employees shall be paid by electronic funds transfer into one or more accounts (maximum 6) nominated by the Employee.
- c. The Employer reserves the right to request an Employee to nominate an alternate financial institution where it is not reasonably practical to transfer funds to the institution originally nominated by the Employee.
- d. The Employer shall provide a detailed pay slip to each Employee in accordance with the Act and any additional requirements in this Agreement.
- e. Where an Employee is terminated from employment before the recognised payday, all due entitlements and salary shall be paid within 7 days by electronic funds transfer.

19. Salary Sacrifice

- 19.1 Employees may salary sacrifice in line with Australian Taxation Office (ATO) guidelines. Where a salary sacrifice arrangement is elected and agreed to by the Employer, the agreement shall be in writing and signed by the Employer and the Employee.
- 19.2 The Employer will not be responsible for incurring any additional costs of any nature due to the existence of any salary sacrifice arrangement.
- 19.3 Salary sacrifice amounts will not be used to reduce Plan Salary for superannuation or retirement benefit purposes, nor will they be used to reduce the base for calculation of untaken accrued leave entitlements or severance payments payable on termination.

20. Higher Duties and Secondments

20.1 General Principles

- a. In selecting an Employee for higher duties or secondment, the Manager must comply with the Employer's equal opportunity policies.
- b. An Employee who undertakes and performs any higher duties or a secondment shall have their performance included and assessed in the regular Performance Management process. The Manager will ensure that where higher duties are undertaken, appropriate training and development will be provided to the Employee in order that they may best carry out the duties of the higher position.
- c. The Manager of the Employee who is acting is responsible for keeping a record of the positions and time periods the Employee has acted in higher positions.
- d. The Manager will advise payroll in writing of the higher duties positions, pay level and the period of higher duties.
- e. An Employee may choose not to accept higher duties.
- f. The continuous period of higher duties for any one assignment must not exceed 12 months. Any relief beyond this period will be deemed to be a secondment.
- g. Higher duties are offered and carried out when and as required and do not form part of Average Pay (as defined).

20.2 Relieving positions under the classification structures within this Agreement

- a. The Manager will decide whether an Employee is to temporarily relieve in a vacant position and who that Employee will be, taking into account operational needs and the abilities, performance and experience of all relevant Employees. The Employee may elect whether to accept or decline this offer to relieve a vacant position without any prejudice to the Employee.
- b. Provided the Employee has acted in the higher duty position for a cumulative period of 5 days or 3 twelve hour shifts or more, within a 2 year timeframe, the Employee shall have their All-Purpose Hourly Rate recalculated using the base rate corresponding to the appropriate position in the Classification levels of this Agreement after the 5th day.
- c. Where an Employee has been assessed by the Manager, through formal and/or informal means, as being capable to perform the higher duties to a competent standard without first undergoing the 5 day or 3 twelve hour shifts qualifying period specified in 20.2.b, the qualifying period will be waived and they will be paid at the higher rate from day one.

20.3 Relieving positions outside the classification structures in this Agreement

For higher duties in positions outside the classification structures in this Agreement the amount paid for performing higher duties is to be determined by the Employer and discussed with the Employee prior to the higher duties being performed and will be paid as an allowance such that the total salary paid is between 50-100% of the incumbent's nominal salary.

20.4 Secondments

The Employer is committed to maintaining clear procedures governing secondment arrangements. These procedures will ensure that secondment arrangements are clearly documented and mutually agreed.

Prior to the commencement of a secondment the Employer will agree with the Employee the nature and period of the secondment.

At the end of the secondment the Employee will return to his/her original position s/he held immediately prior to undertaking those duties. Should that position no longer be available, due to a restructuring exercise or any other reason, the provisions of Clause 24 will apply.

The Employer and the Employee will agree on a review period and process during any secondment and will reach mutual agreement on any extension to the secondment, should this be necessary.

20.5 Secondment arrangements are not intended to disadvantage an Employee.

In cases where the Employer requests an Employee to accept a secondment or to work on a short term basis in a remote location, then the appropriate payment rate to apply in these circumstances can be negotiated between the parties. It is intended that rate will be negotiated on an individual basis. Where a rate is negotiated it will include compensation for location, travel and other incidental payments.

20.6 Project Allowances for Capital Projects

An Employee undertaking work meeting the following project criteria from 8 September 2023 will be entitled to receive a Project Allowance, contained in Appendix E – Allowances Matrix.

Project Criteria:

- a. They are performing duties on a Capital Project for a minimum period of one full shift.
- b. Where an employee works less than a full shift on a Capital Project, the Project Allowance will not be paid.
- c. The Field Allowance will not apply where the Project Allowance is payable. Where applicable, travel expenses will be paid in addition to Project Allowance.

21. Allowances and Reimbursements

21.1 Allowances will be adjusted as per Appendix E.

21.2 First Aid Allowance

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

21.3 Licence/Professional Reimbursement

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

Employees will be reimbursed the annual fee for membership of one professional association provided that holding that membership with the association is directly relevant to the Employee's position within the Company and that the membership will provide professional advantages to the Employee, through knowledge or skills development, that are of value to the business. Professional associations that are affiliated with or also act as industrial organisations are not approved for reimbursement of membership fees.

21.4 Clothing Provision

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

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

21.5 On-Call Allowance

The On-call allowance for eligible Employees is described in Clause 22, and is contained in Appendix E.

21.6 Travel Expenses

Travel expenses will be paid for Employees travelling on Company business in accordance with Appendix C.

21.7 Excess Travel Time:

Is the travelling time that exceeds the time normally spent travelling to and from the Employee's normal place of work and place of residence

- a. If an Employee, in order to carry out their ordinary hours of work, is required to commence and/or finish work at a location away from their normal place of work and that requires excess travel time, then that excess travel time shall be paid at the applicable overtime rate.
- b. If an Employee has an Overtime Allowance, then the excess travel time will be deducted from that Allowance. If the Overtime Allowance has been exhausted then the excess travel time will be paid at the applicable overtime rate.

21.8 Period away from home

- a. An Employee who is requested to work away from home for a period of at least four weeks will be paid actual and reasonable travelling expenses to enable the Employee to visit their family every second weekend unless other arrangements may be mutually agreed between the Employer and the Employee.
- b. Where the Employer has scheduled maintenance or operations work for an Employee to perform at a site and the work schedule makes it impractical for the Employee to return to their usual place of residence for the weekend, and there is no overtime available then the Employer will, at its discretion:

- i) Pay the Employee at the All-Purpose Hourly Rate for the days or portions of days spent over the weekend at the location for which no overtime work was available; or
- ii) Provide the Employee with a return trip airfare to their usual place of residence.

The above conditions will only apply when the work location is more than five hours (one way) driving from the Employee's usual place of residence.

21.9 Employer Assisted Education

The Employer will provide the necessary training to its Employees to meet its operational requirements. The Employer will also provide Employees with paid study leave up to a maximum of five hours per week plus pre-exam study time of not more than one day, provided that the course of study has prior approval by the Employer. Reimbursement by the Employer will be provided of compulsory fees and service charges on successful completion of subjects/courses provided that they directly relate to external study that has prior approval by the Employer and falls within the parameters of the Company Policy - Employer's Assisted Education.

21.10 Field Allowance

- a. It is acknowledged that, from time to time, there will be a need to design work programs with extended duration cycles. Such reasons may include but are not limited to; contractor alignment, pipeline supply constraints, overall task duration, contractual stand-down penalties. However, to the extent possible, the Employer will endeavour to plan work program shift cycles with a maximum duration of 14 consecutive days, exclusive of breaks.
- b. Where applicable, travel expenses will be paid in addition to the Field Allowance.
- c. In the event that a program cycle (exclusive of breaks) extends past 14 consecutive days by management direction, a Field Allowance shall be paid to the Employee at the rate specified in Appendix E, for the days worked in excess of the 14 consecutive day period, until such time that the Employee receives a break or until practical completion of their program involvement.

For the purpose of this Clause, a "break" means de-mobilisation from the project site to the Employees normal work address or their chosen break destination.

22. On-call and Call-Out Arrangements

- 22.1 The parties agree that all Employees are expected to be available to participate in a reasonable amount of on-call duties should it be deemed by the Employer to be necessary for safe and reliable operations. The Employer shall nominate Employees with sufficient skills and experience to be rostered within an area for on-call duties.

- 22.2 Employees on the on-call roster will be paid according to the on-call allowances in Appendix E.
- 22.3 Employees called to work overtime under this clause will be paid in accordance with Appendix D - Penalty Payments Matrix and Rest Periods and Breaks Matrix.
- 22.4 An Employee who is rostered on-call and is unavailable when requested to work after normal ordinary hours shall not be paid the on-call allowance for that day and may face disciplinary action, depending on the circumstances. The on call technician is reasonably expected to be en-route within thirty minutes from receiving notification from the Employer.
- 22.5 An Employee who is called out when rostered on-call or who is recalled to work can be required to do more than one job per call out (i.e. from the time an Employee leaves home until the Employee returns home). For the purpose of payment each job does not stand alone.
- 22.6 Calls resolved at home. If an Employee is rostered on-call and receives a call at home, then this will be deemed to be part of the cumulative time for taking calls. The first 30 minutes are not charged as overtime. Thereafter, the time spent taking the call will be deducted from the Overtime Allowance. If the Overtime Allowance has been exhausted then overtime rates will be paid.
- 22.7 An employee who is rostered to be on-call on a public holiday shall receive 7.6 hours as time off in lieu of payment that can be elected to be taken within 6 weeks from the date of accrual or paid out at ordinary time in the next available payroll run.

23. Termination of Employment

23.1 Notice of Termination by Employer - for termination with notice

In order to terminate the employment of a permanent full-time or permanent part-time Employee, other than in the circumstances of redundancy, the Employer shall give to the Employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- a. The period of notice is increased by one week if the Employee is:
- (i) 45 years of age or more; and
 - (ii) has completed at least two years continuous service.
- b. Payment in lieu of notice (or part thereof) will be made if the appropriate notice period is not required to be worked by the Employee.

- c. Payment in lieu of notice shall be the Ordinary Time Earnings an Employee would have received in respect of the period of notice had the employment not been terminated.
- d. The Employer may terminate an Employee's employment immediately without any notice period or payment if they commit an act of serious misconduct.
- e. The period of notice in this clause shall not apply for casual Employees or fixed term Employees.
- f. Termination of employment due to redundancy is dealt with in Clause 24.
- g. Payments for notice outlined in this clause do not apply when termination of employment is due to redundancy.
- h. Notices of termination of employment will be in writing.

23.2 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 the Employer as defined in Clause 23.1, except that there shall be no additional notice based on the age of the Employee concerned. The Employee may give less notice if the Employer agrees. Notices of termination of employment will be in writing.
- b. If an Employee fails to give the notice specified in Clause 23.1, the Employer can withhold monies due to the Employee for the period of notice not given.

24. Redeployment and Redundancy

Changes may sometimes result in the Employer having too many, or unnecessary positions. When this occurs the relevant Manager will consult the Employee or group of Employees likely to be affected as per clause 10 Consultation. Where possible, the Employer will take steps to avoid or minimise the necessity for Employees to be declared surplus, including careful planning of its staffing requirements. It will give the highest priority to redeployment and this includes retaining Employees who have had their position(s) identified as surplus to requirements and have skills that can be utilised in other areas of the Company.

This clause is to be read in conjunction with Appendix F which describes the redeployment and redundancy process.

24.1 Definition of Options

a. Redeployment within the Company

Employees in positions that the Employer deems redundant will be considered for redeployment if job vacancies exist in accordance with the process outlined in Appendix F. Those Employees accepting offers of redeployment may be required to undertake training to refresh their competencies or develop new competencies relevant to the new position.

b. Voluntary Redundancy

If there are no opportunities for redeployment, invitations for expressions of interest in voluntary redundancies may be made by the Employer, where appropriate, and at its discretion. These nominations only relate to the specific change being implemented and do not carry forward for any future change. The Employer, in accordance with the process outlined in Appendix F - Step 4, will determine the criteria for invitations. Notwithstanding the invitations, the Company has the right not to formally offer redundancy to Employees who express an interest.

c. Involuntary Redundancy

The Employer will only apply involuntary redundancies when it is satisfied that redeployment and voluntary redundancy opportunities are either inappropriate or exhausted. The Employer will base its selection of Employee/s for redundancy on the Company's need for competencies, qualifications and experience at that time.

24.2 Redundancy

Severance pay is calculated using the Ordinary Time Earnings and in the event of genuine redundancies the following entitlements shall apply:

- a. Payment of unused accrued annual leave will be made in accordance with Clause 27 and pro rata unused long service leave in accordance with Clause 32.
- b. All permanent Employees employed by the Employer prior to 11 July 2016 will receive a payment as detailed in Appendix G inclusive of 4 weeks' notice capped at 87.5 weeks, according to their pro-rata years of service.
- c. Employees employed by the Employer from 11 July 2016 will receive a payment as detailed in Appendix G inclusive of 4 weeks' notice and capped at 52 weeks. An Employee must always receive as a minimum the NES entitlement to redundancy pay.
- d. Employees greater than 45 years of age will receive an additional week of notice in their severance pay, as per clause 24.3.a.
- e. Appendix K - APA Gasnet Australia (Operations) redundancy package sets out entitlements that will apply to Employees located in Victoria who were previously covered by the GasNet Enterprise Agreement 2005 and employed prior to 31 December 2008.

24.3 Period of Notice

- a. A four-week notice period is included in Appendix G. - Scale of Redundancy Entitlements. An additional week is payable for Employees over the age of 45 years.
- b. The Employer will provide a formal notification of the effective date of the redundancy. The Employee will be required to work the period between the formal notification and the effective date unless notified otherwise in which case full payment will be made in lieu. The formal notification will include a statement of the Employee's entitlements.

24.4 Career Transition Services

The Employer will make available reasonable career transition services from a provider of the Employer's choice that shall include:

- a. advice on entitlements;
- b. independent financial planning guidance;
- c. assistance to plan lifestyle and career strategies; and
- d. assistance with job search techniques and interview skills.

Provision of support will be limited to a maximum cost of \$1500 per Employee.

24.5 Training Support

The Employer may consider applications for relevant training support to assist the transition of the Employee into their next role.

24.6 Time to Attend Job Interviews

Reasonable paid leave will be available to attend job interviews and should be arranged in consultation with their Manager to ensure operations are maintained.

25. Superannuation

25.1 The Employer will increase Superannuation contribution to the amounts specified below. In the event that the Superannuation Guarantee (Administration) Act 1992 requires additional contributions during the duration of this agreement the employer will increase to amounts specified in that Act.

- 1st July 2024 – 11.5%
- 1st July 2025 – 12%

25.2 The Employer shall nominate a default superannuation fund for employees and also offer a choice of fund. The Employer will pay contributions into the Employee's choice of complying Superannuation fund. If the Employee does not exercise such a choice, the Employer will make contributions into;

- a. the Employee's existing 'Stapled' fund; as determined by the ATO; or

If the ATO does not identify a 'Stapled Fund' for the Employee, to the Employers' at a level of no less than 10% of Ordinary Time Earnings per annum for permanent full-time Employees and permanent part-time Employees up to the limit of the SGC Rate applied to the Australian Taxation Office's Maximum Contribution Base.

If the standard SGC rate changes during the life of this Agreement, the Employer will pay the higher of the standard SG rate or the SG rate nominated in this

clause.

- 25.3 The standard SGC rate will apply for casuals and Employees on fixed term contracts less than two years.
- 25.4 Where the Employer offers choice, then it will do so with 10% contribution, but will only consider Fund administration costs for the Employer's nominated default Fund.
- 25.5 Superannuation will be payable on all paid leave.

LEAVE

26 Management of Leave

26.2 The parties acknowledge the following principles in the management of leave (annual leave, public holidays in lieu and rostered days off);

- a. The wellbeing of the Employee.
- b. The efficient operation of the business.
- c. Flexibility to meet the needs of both the Employee and the Employer.
- d. Transparent and effective administration of leave.
- e. Maintaining reasonable outstanding leave balances.

26.3 In order to improve the management of leave consistent with these principles the following actions will be taken:

26.4 Employees with significant accumulated leave balances will work with their Manager to put in place leave management plans to reduce these balances. The Employer may direct an Employee to take annual leave where the Employee has accrued at least 8 weeks annual leave in which case the Company may direct the Employee to take, the greater of 2 week's leave or one quarter of the remaining annual leave amount.

26.5 Employees and Managers will ensure that all outstanding leave is recorded within the payroll system.

26.6 Outstanding leave balances for annual leave, will be included on payslips. Requests for other leave balances may be made at any time. All requests for leave to be taken will be reasonably considered.

26.7 If an application for leave is rejected, and a reason requested, a reason for the rejection must be provided in writing to the Employee and a copy retained on the Employee's file.

26.8 An Employee may take personal leave for personal illness/injury without a medical certificate if such absence is for no more than two days.

26.9 An Employee may apply to cash out accrued excess annual leave (see Clause 27.9).

26.10 Leave will be deducted at the number of ordinary hours worked per day according to the Employee's work cycle or shift roster in accordance with the terms of Clause 17.6.

27 Annual Leave

27.2 The Employees shall be entitled to take paid annual leave in accordance with the NES in the Act and this clause.

27.3 A full time Employee, other than a continuous or non-continuous shift worker, is entitled to 4 weeks (152 hours) of annual leave per annum in accordance with this clause and the Act.

27.4 A continuous Shift worker and a non-continuous Shift worker (7 days being Shift workers for the purposes of the NES) are entitled to 5 weeks (190 hours) annual leave per annum.

27.5 An Employee's entitlement to annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

27.6 Where a public holiday falls during an Employee's period of annual leave, the annual leave will not be deducted for this day.

27.7 Annual leave shall be paid at an Employee's Average Pay immediately prior to the Employee going on annual leave.

27.8 Part-time Employees will receive pro-rated annual leave.

27.9 Where an Employee is sick or injured for more than 2 days while on annual leave, subject to the provision of written medical evidence from a medical practitioner, the following applies:

- a. provided that the Employee has sufficient accrued Personal Leave, the leave will be deducted from that balance,
- b. the equivalent time deducted from Personal Leave will then be re-credited to the Employee's annual leave balance.

27.10 Cashing out of Excess Leave

An Employee, at their sole discretion, may make an application to the Employer to cash out part or all of their annual leave that is in excess of 1 year's entitlement. The Employer may refuse, grant or (subject to the Employee's agreement), seek to amend any such application. In all cases the following applies:

- a. the Employee must retain at least one year's entitlement to paid annual leave; AND
- b. there must be a separate agreement in writing on each occasion; AND
- c. the Employee must be paid the full amount that would have been payable had the Employee taken the leave the Employer agrees to cash out.

27.11 Shift Workers

Annual leave will be deducted at the number of ordinary hours worked per day according to the Employee's shift roster.

28 Taking of Annual Leave

28.2 Annual leave is provided for the physical and emotional wellbeing of the Employee. As such the Employee should take annual leave within 11 months of the anniversary of their commencement each year, or as agreed between the Employee and Employer.

28.3 Annual leave shall be taken at a time mutually convenient to the Employer and Employee, except where an Employee is instructed to take leave in accordance with Clause 26.3 of this Agreement.

28.4 The employees covered by this agreement will not be directed to take annual leave (provided leave balance is under 40 days) or leave without pay during the annual mandatory planned APA shutdowns.

29 Personal Leave

29.2 The Employees shall be entitled to take personal/carer's leave in accordance with this clause and the Act.

29.3 Permanent Employees shall accrue personal/carer's leave of 12 ordinary hour days per year, which accrues on a pro-rata basis in each four (4) week period. This equates to 91.2 hours, Example: 12 days x 7.6 hours = 91.2 hours.

- a. If an Employee entitled to an RDO uses personal leave then 8 hours will be deducted from the personal leave balance. This means time towards RDOs continues to accrue while on personal leave.
- b. For Shift workers the daily ordinary hours worked on the roster will be deducted from the personal leave balance for each day of leave taken.
- c. An additional two days of unpaid carer's leave will be available for emergencies (on each occasion) for Employees who have used up their personal leave entitlement.

29.4 Casual Employees will be entitled to up to two days unpaid carer's leave. An additional two days of unpaid carer's leave will be available for emergencies for casual Employees.

29.5 Subject to Clause 29.6, an Employee may take personal leave for personal illness/injury without a medical certificate if such absence is for no more than two days.

29.6 Subject to Clause 29.6, in order to take personal/carer's leave, the Employee must provide documentary evidence including a medical certificate from a medical practitioner or statutory declaration, as soon as reasonably practicable to the effect that:

- a. the Employee was or will be unfit for work during the relevant period of personal leave because of a personal illness or injury; or

- b. a member of the Employee's immediate family or of the Employee's household who requires care or support has had or will have a personal illness or injury during the relevant period.

29.7 Where an Employee takes personal leave prior to or immediately after a public holiday or greater than two days, reasonable evidence such as a medical certificate or statutory declaration will be required to be provided.

29.8 An Employee shall as far as practicable prior to the first day of any personal/carer's leave taken, and in any event within 24 hours of the commencement of such absence, inform the Employer of their intention to take personal/carer's leave.

29.9 Personal leave will be paid at Average Pay.

29.10 Part time Employees will receive pro-rated personal leave in accordance with Clause 13.2 (b)

30 Total Permanent Disability

30.2 Where an Employee is retired on the account of total permanent disability the following will apply:

- a. The Employee must be certified by an approved medical practitioner by the Employer or the relevant superannuation fund medical practitioner as being totally permanently disabled;
- b. The injury / illness must not be a work related accident / illness compensable under relevant State / Territory legislation;

30.3 The accrued personal leave balance up to the date of retirement will be paid out. Payment for the personal leave balance will be at the All-Purpose Hourly Rate.

31 Compassionate Leave

31.2 Subject to the Act, an Employee shall be entitled to take three (3) days compassionate leave for each relevant occasion and is paid at Average Pay:

- a. for the purposes of spending time with a person who:
 - i) is a member of the Employee's immediate family or a member of the Employee's household; and
 - ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
- b. after the death of a member of the Employee's immediate family or a member of the Employee's household.

31.3 The Employee may take more than three days paid leave where the Manager considers it justified given the circumstances of a particular case.

32 Long Service Leave

The long service leave entitlements for Employees are set out below. These entitlements operate to the exclusion of any State legislation, unless the State legislation is more favourable.

Entitlement

32.2 Employees accrue 13 weeks long service leave following the completion of ten years continuous service and 1.3 weeks upon the completion of each subsequent year of continuous service.

32.3 An Employee is eligible to take pro-rata long service leave after completing 5 years continuous service.

An Employee may take accrued long service leave when agreed with the Employer or when the Employee provides not less than 3 months' notice prior to the proposed commencement date of the leave.

32.4 Long service leave should generally be taken in blocks of 4 weeks at any one time. The Employer and Employee may agree that there be no restriction on the maximum number of blocks in which the accrued leave may be taken.

32.5 An Employee will be paid their Average Pay whilst on long service leave for each week (or part thereof) the Employee is on long service leave.

32.6 By mutual agreement and subject to business needs an Employee may request to take their long service leave entitlement in the following manner:

- a. By taking the amount of leave owing at Average Pay; or
- b. By taking twice the amount of leave owing at half the Average Pay; or
- c. By taking half the amount owing at twice the Average Pay (unless prohibited by State legislation).

32.7 Minimum amounts of leave that may be taken are:

- a. 2 weeks at double the Average Pay
- b. 4 weeks at half the Average Pay

32.8 By mutual agreement and subject to operational requirements, the minimum amounts of leave that may be taken in 32.6 above may be varied.

33 Parental Leave

This clause is to be read in conjunction with the parental leave provisions of the Fair Work Act 2009

33.2 Entitlement – Permanent Full Time and Part Time Employees

- a. An Employee is entitled to a period of up to 12 months unpaid leave associated with the birth and care of a child under 5 years of age or the adoption and care of a child under 16 years of age.
- b. Within the 12-month parental leave period, if the Employee is the primary carer of the child, the Employee may choose to take any parental leave provision, as well as annual leave and long service leave if they are available to the Employee. Any remaining leave within the total 12 months parental leave period is categorised as leave without pay.
- c. At the completion of the initial 12-month parental leave period, an eligible Employee may request a further 12-month parental leave period.

33.3 Benefit – Permanent Full Time and Part Time Employees

- a. Within this 12 month period, the Company will provide up to 14 weeks paid maternity leave and 10 days paid leave for the secondary carer for eligible permanent full time and part time Employees who meet the qualifying period. The only time when the primary care giver and secondary care giver of the child
- b. can be absent on parental leave together is during the 10 day parental leave period for the secondary carer, which may overlap with the parental leave period for the primary carer.
- c. An Employee who is eligible for paid maternity leave, as primary carer may elect, prior to commencing leave, to receive payments at the rate of either 14 weeks at full pay or 28 weeks at half pay. These payment options cannot be combined.

33.4 Benefit – Eligible Casual Employees

An eligible casual Employee is entitled to up to 12 months unpaid parental leave in accordance with the Act. For the purposes of this clause, an eligible casual Employees is an Employee who has worked for the Company on a regular and systematic basis for at least 12 months, and has but for the pregnancy or the decision to adopt, a reasonable expectation of on-going employment.

33.5 Qualifying Period

To qualify for parental leave under this Clause the Employee must be a permanent full time or part-time Employee for a continuous period of 12 months or be an eligible casual Employee (see Clause 33.3).

33.6 Maternity Leave

- a. The Employee must provide 10 weeks' written notice to their Manager of their intention to take maternity leave, including the commencement date and the period of leave expected. If an Employee can't give 10 weeks' notice, they need to provide as much notice as possible.

- b. Maternity leave can commence 6 weeks prior to the expected delivery date. If the Employee continues to work during the 6 weeks prior to the expected delivery date, the Company may ask the Employee to give the Company a medical certificate stating whether the Employee is fit to work, and any restrictions on the Employee's present position.
- c. The initial amount of time available as combined paid and unpaid parental leave is 12 months however an eligible Employee may request a further 12 months parental leave.
- d. If their medical practitioner believes that an Employee's current work could be hazardous to their pregnancy, the Employee must inform the Company by providing written advice from their medical practitioner. The Company will attempt to transfer the Employee to an appropriate position wherever practicable. Any alternative position will maintain consistent pay and conditions and the Employee will hold that position until the start of her parental leave.
- e. If the transfer to a safe job is not practicable, the Employee may elect, or the Company may require the Employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

33.7 Special Maternity Leave

- a. Where the pregnancy of an Employee not then on parental leave terminates after 28 weeks other than by the birth of a living child then the Employee may
- b. take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary.
- c. Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid personal leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- d. Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid personal leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

33.8 Adoption Leave

In addition to parental leave, the Employee will be eligible for up to 2 days leave without pay to attend any compulsory interviews or examinations that are part of the adoption procedure.

33.9 Return to Work after Parental Leave

On return from parental leave, the Employee will be employed in the position he/she held immediately before that period.

If that position no longer exists but the Employee is qualified for, and can perform the duties of, other positions in the Company, he/she will be employed in whichever of those positions is nearest in status and remuneration to the position held prior to taking leave.

34 Jury Service

34.2 An Employee required (excluding casual employees) to attend for jury service during rostered working hours, or at times that would render it unreasonable to attend for work during rostered working hours shall not suffer any reduction in Average Pay. The Employer shall pay the difference between any juror's fees received and the Employee's Average Pay. The Employee may nominate to provide juror's fees directly to the Employer for ease of administration.

34.3 An Employee required to attend jury service shall notify the Employer as soon as possible of the date upon which attendance for jury service is required.

34.4 An Employee required to attend jury service shall give the Employer proof of attendance, the duration of such attendance and details of any amount received in respect of such jury service.

34.5 An Employee called for, but not required to perform jury service shall, where it is reasonably practicable, return to work.

34.6 An Employee who is required to be a witness at a court of law shall be granted leave without pay except where, at the discretion of the Employer, leave with pay is granted.

35 Workers' Compensation

35.2 The Employer will comply with the relevant State or Territory Workers' Compensation legislation.

35.3 Employees will be entitled to make up pay under the following conditions:

- a. Make up pay means a payment of the difference between the amounts of compensation paid to the Employee pursuant to the relevant legislation and the Employee's Ordinary Time Earnings for the Employee's ordinary hours of work being paid to such Employee at the date of the injury.
- b. Make up pay shall be payable for a maximum period or aggregate period in no case exceeding a total of 52 weeks for any incapacity in respect of and resulting from one injury suffered by an Employee.
- c. In the event that an Employee receives a lump sum payment in redemption of compensation payments under the relevant legislation, the liability of the Employer to pay make up pay provided under this clause shall cease from the date of redemption.

36 Public Holidays

36.2 An Employee, other than a casual Employee, shall be entitled to public holidays on the following days without deduction of pay:

- a. New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day and Melbourne Cup Day.
- b. The following days as gazetted in the relevant States, Territories and localities - Australia Day, ANZAC Day, Queen's Birthday, Eight Hour Day or Labour Day and any other day that by Act of Parliament or State Proclamation is substituted for the said day.

36.3 Where Christmas Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 27 December and/or 28 December respectively.

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

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

36.6 Where in a State, Territory or locality, public holidays are declared and duly gazetted or prescribed on days other than those set out in clause 36.1, those days shall be considered additional holidays for the purpose of this agreement for employees that are based for work purposes in that State or Territory or locality.

36.7 An Employer and the Employees may agree to substitute another day for any prescribed in this clause. For this purpose the consent of the majority of affected Employees shall constitute agreement.

Where a holiday is observed in lieu of a public holiday as in Clauses 36.2, 36.3 and 36.4, the public holiday penalty rates will only be paid for work done on the gazetted public holiday.

36.8 Employees working shiftwork in the Dandenong Control Room are subject to the Annualised Salary structure set out in Appendix I, and the salary calculations set out in Appendix J.

37 Community Service Leave

37.2 Employees shall be entitled to take community service leave in accordance with the Act.

37.3 Employees will be required to give the Employer notice of an absence for an eligible community service activity under this clause and must advise the Employer of the period or expected period of the absence. The Employer may also require satisfactory evidence of the Employee's participation in the relevant activity for which leave is requested.

38 Natural Disaster Leave

Employees who are directly impacted by a natural disaster e.g. cyclone, floods, bushfires, will be entitled to two days paid leave at average pay. The Employer may also require satisfactory evidence of the Employee's participation in the relevant activity for which leave is requested.

39 Blood Donation Leave

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

40 Continuous Service

The calculation of continuous service will be in accordance with Section 22 of the Act.

41 Workplace Health and Safety

The parties are committed to Workplace Health and Safety and adhering to their obligations that exist via legislation.

Employees are required to perform their functions and duties in accordance with the Employer's policies and procedures as amended from time to time provided that all work performed shall be within the limits of the Employees' skill, training, classification and competence.

It is understood that Workplace Health and Safety is a key factor to ensure that the Employer becomes a more competitive and efficient enterprise.

The Employer and the Employee both commit to continuous improvement of the safety record of the Company.

The parties agree on the need for a cooperative approach on Workplace Health and Safety issues and to adhere to all legislative requirements.

All Employees must comply with the Employer's health and safety policies and procedures as amended from time to time.

42 Family and Domestic Violence Leave

The National Employment Standards provision will apply or the APA Leave Procedure, whichever is more beneficial.

43 Signatories

Executed as an Agreement

Signed for and on behalf of

APA – APA VTS Australia (Operations) Pty Ltd / APT Management Services Pty LTD

Emma Lloyd

Name



Signature

3 April 2024

Date

Lvl 25, 580 George Street, Sydney 2000

Address

Employee Relations & Projects Advisor

Title of Position held as an authorised representative
of APA

In the presence of:

Andrew Cameron

Name



Signature

3 April 2024

Date

132-138 Killeaton Street, St Ives 2075

Address

Police Officer

Title of Position held

Signed for and on behalf of **AMWU**

Name

Signature

Date

Address

Title of Position held as a bargaining representative for employees

In the presence of:

Name

Signature

Date

Address

Title of Position held

Signed for and on behalf of **AWU**:

Name

Signature

Date

Address

Title of Position held as a bargaining representative
for employees.

In the presence of:

Name

Signature

Date

Address

Title of Position held

Signed for and on behalf of **CEPU**:

Name

Signature

Date

Address

Title of Position held as a bargaining representative
for employees.

In the presence of:

Name

Signature

Date

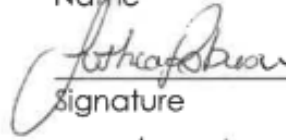
Address

Title of Position held

Signed for and on behalf of **Employees:**

JOSHI ROBINSON

Name



Signature

02/04/2024

Date

99 BURRANGONG RD YOUNG, NSW, 2594.

Address

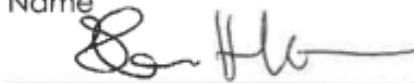
E/I TECHNICIAN

Title of Position held as a bargaining representative for employees.

In the presence of:

SHANE HAERTSCH

Name



Signature

02/04/2024

Date

99 BURRANGONG RD YOUNG NSW 2594

Address

E/I Technician

Title of Position held

Appendix A – Transmission Classification Structure and Rates of Pay

Wage Rates (per annum at ordinary time Classification Level Base Rate) inclusive of Annual Leave Loading).

The **All-Purpose Hourly Rate** can be calculated by adding the First Aid Allowance to the below Base Hourly Rates.

Class	Year 1 (8 Sep 2023)	
	Hourly	Annual
A1	\$ 37.12	\$ 73,614.50
A2	\$ 38.71	\$ 76,795.67
A3	\$ 40.31	\$ 79,976.83
A4	\$ 41.91	\$ 83,110.87
A5	\$ 43.50	\$ 86,292.03
B1	\$ 43.50	\$ 86,292.03
B2	\$ 45.36	\$ 89,968.05
B3	\$ 47.20	\$ 93,620.50
B4	\$ 49.07	\$ 97,320.08
B5	\$ 50.91	\$ 100,996.09
C1	\$ 50.91	\$ 100,996.09
C2	\$ 53.31	\$ 105,732.49
C3	\$ 55.69	\$ 110,468.89
C4	\$ 58.09	\$ 115,205.29
C5	\$ 60.46	\$ 119,918.12
D1	\$ 60.46	\$ 119,918.12
D2	\$ 63.63	\$ 126,233.33
D3	\$ 66.83	\$ 132,572.10
D4	\$ 70.02	\$ 138,887.29
D5	\$ 73.20	\$ 145,202.48
E1	\$ 73.20	\$ 145,202.48
E2	\$ 76.63	\$ 151,988.98
E3	\$ 80.09	\$ 158,869.71
E4	\$ 83.54	\$ 165,703.34
E5	\$ 86.97	\$ 172,513.38
E6	\$ 90.41	\$ 179,346.99

Class	Year 2 (8 Sep 2024)	
	Hourly	Annual
A1	\$ 38.60	\$ 76,559.08
A2	\$ 40.26	\$ 79,867.49
A3	\$ 41.92	\$ 83,175.90
A4	\$ 43.58	\$ 86,435.31
A5	\$ 45.24	\$ 89,743.72
B1	\$ 45.24	\$ 89,743.72
B2	\$ 47.17	\$ 93,566.78
B3	\$ 49.09	\$ 97,365.32
B4	\$ 51.03	\$ 101,212.88
B5	\$ 52.95	\$ 105,035.93
C1	\$ 52.95	\$ 105,035.93
C2	\$ 55.44	\$ 109,961.79
C3	\$ 57.92	\$ 114,887.65
C4	\$ 60.41	\$ 119,813.50
C5	\$ 62.88	\$ 124,714.84
D1	\$ 62.88	\$ 124,714.84
D2	\$ 66.18	\$ 131,282.66
D3	\$ 69.51	\$ 137,874.98
D4	\$ 72.83	\$ 144,442.78
D5	\$ 76.12	\$ 151,010.58
E1	\$ 76.12	\$ 151,010.58
E2	\$ 79.69	\$ 158,068.54
E3	\$ 83.30	\$ 165,224.50
E4	\$ 86.88	\$ 172,331.47
E5	\$ 90.45	\$ 179,413.92
E6	\$ 94.02	\$ 186,520.87

Class	Year 3 (8 Sep 2025)	
	Hourly	Annual
A1	\$ 40.15	\$ 79,621.45
A2	\$ 41.87	\$ 83,062.19
A3	\$ 43.60	\$ 86,502.94
A4	\$ 45.32	\$ 89,892.72
A5	\$ 47.05	\$ 93,333.46
B1	\$ 47.05	\$ 93,333.46
B2	\$ 49.06	\$ 97,309.45
B3	\$ 51.05	\$ 101,259.93
B4	\$ 53.07	\$ 105,261.40
B5	\$ 55.07	\$ 109,237.37
C1	\$ 55.07	\$ 109,237.37
C2	\$ 57.66	\$ 114,360.26
C3	\$ 60.24	\$ 119,483.16
C4	\$ 62.83	\$ 124,606.04
C5	\$ 65.39	\$ 129,703.43
D1	\$ 65.39	\$ 129,703.43
D2	\$ 68.82	\$ 136,533.97
D3	\$ 72.29	\$ 143,389.98
D4	\$ 75.74	\$ 150,220.49
D5	\$ 79.17	\$ 157,051.01
E1	\$ 79.17	\$ 157,051.01
E2	\$ 82.88	\$ 164,391.28
E3	\$ 86.63	\$ 171,833.48
E4	\$ 90.35	\$ 179,224.73
E5	\$ 94.07	\$ 186,590.48
E6	\$ 97.78	\$ 193,981.71

The transition of Employees who were previously covered by the APA NSW Transmission Pipelines Enterprise Agreement 2011 – 2014 into this classification structure is subject to the terms of the Memorandum of Understanding signed with the AMWU and dated 22nd June 2015.

Appendix B – Generic Transmission Classification Descriptions

1. Classifications

- 1.1. Generic definitions for each of the bands of the classification structures are as set out in this Appendix.
- 1.2. The definitions are broad and generic in nature and their application is determined by comprehensive position descriptions which provide detailed information including qualifications/experience, responsibilities, indicative tasks, minimum/maximum band level limitations.
- 1.3. Progression between levels will, in the normal course, take between six and twelve months, provided that progression from one level to another within a band will be based upon the acquisition and utilisation of skills required by the Company as assessed using a process such as the Proficiency Evaluation Tool (PET) process and a satisfactory performance appraisal, normally one level at a time and non-automatic.

Progression between bands will be by promotion to a new or vacant position, normally to the minimum level of the band, if it is not lower than the Employee's existing level, or by the job being re-evaluated to a higher band (or bands) because of a significant change to the content of the job.

Subject to the other provisions of this clause, adult Employees shall be employed at a rate of pay not less than level 1 of band A.

BAND LEVEL	DESCRIPTION
<p>A</p> <p>Jobscore Up to 210</p>	<p>General Description: Positions in this band would include clerical and administrative positions and entry-level operative roles.</p> <p>Knowledge and Skill: Educational level is Year 12 or equivalent or trade apprenticeship. Basic, effective communications skills are generally required. Employees have sufficient practical knowledge to work independently on tasks, which are of standard difficulty. These are individual contributor positions without supervisory responsibilities.</p> <p>Problem Solving: Situations encountered in solving problems are routine and there is limited choice between established routines and precedents. Some choice is required between solutions. Solutions can be reached in a comparatively short time after limited analysis and problem solving.</p> <p>Accountability: Positions in this band are generally at the operative level and would generally not have any supervisory responsibilities. The positions would have limited impact on annual revenue or budgeted expenditure.</p>
<p>B</p> <p>Jobscore 211 to 260</p>	<p>General Description: Positions in this band would include technical specialists, experienced tradespersons, first line operational Employees, and senior administrative/clerical support Employees. The band would also apply to entry-level graduate positions and Apprentices.</p> <p>Knowledge and Skill: Post secondary qualifications such as a diploma or equivalent technical qualifications are required. Entry-level graduate positions also fall within this band. Proficiency at an advanced level for a vocation or trade is required. This may be reached within 4 years post qualifications. Positions in this band are individual contributors or have minimal supervisory responsibilities.</p> <p>Problem Solving: Situations encountered are semi-routine with limited choice between established policies, procedures, work instructions, routines and precedents. Some choice is required between solutions, and solutions can be reached in a straightforward manner after some analysis and problem solving.</p> <p>Accountability: These positions are generally at the individual operative level; however, they may have some supervisory responsibilities for other Employees or contractors. These supervisory responsibilities would be for up to 3 Employees or contractors on a continuing basis with the Employees/contractors performing roles with some skills specialisation.</p>

BAND LEVEL	DESCRIPTION
<p>C</p> <p>Jobscore 261 to 360</p>	<p>General Description: Positions in this band include senior technical specialists and operational Employees, senior administrative support Employees and graduates with a significant level of experience.</p> <p>Knowledge and Skill: Jobs require a three-year degree or equivalent knowledge and skill gained through experience. Understanding and influencing people are important interpersonal skills. These jobs require the incumbent to competently complete work of a standard difficulty for a profession. For most professions, this may be reached five years after gaining qualifications. Alternatively, proficiency at this level may be gained through substantial technical experience. These jobs supervise an activity contained within a broader function or department.</p> <p>Problem Solving: Diversified procedures with accompanying standards are followed. The incumbent receives guidance on how to approach and solve a problem but still has to work with established procedural guidelines, work instructions and standards. Some choice is required between solutions. Solutions can be reached with some analysis and problem solving.</p> <p>Accountability: These positions are generally at a senior operative level within the organisation. If they have supervisory responsibilities, they are limited to task supervision of small numbers of Employees or contractors who are performing tasks requiring some specialisation of skills. While the jobs may hold financial responsibility, they have limited impact on the organisation's overall finances.</p>

BAND LEVEL	DESCRIPTION
<p>D</p> <p>Jobscore 361 to 475</p>	<p>General Description: These positions cover senior technical specialists and technically oriented supervisors as well as senior individual contributors.</p> <p>Knowledge and Skills: These positions require C5 Competency, and a minimum of a three-year degree or equivalent knowledge and skill gained through experience. For some positions, a four-year degree may be required. At this level, understanding and motivating people are critical. This may involve motivating a team of people or undertaking a major people focused role. The incumbent must be able to competently complete work of standard difficulty for the profession. For most professions, this would generally require at least 5 years of experience after gaining qualifications. Alternatively, it may be attained through significant broad technical or administrative experience. These jobs supervise an activity contained within a broader function or department.</p> <p>Employees who hold a dual trade qualification, and who are applying the associated knowledge and skills i.e. Mechanical trade or Electrical trade, combined with "Instrumentation and Control, or Type B Gas Appliance License" to a minimum level of certificate III and/or certificate IV, will be remunerated at D2.</p> <p>Additional qualifications may be considered on an individual case by case basis.</p> <p>Problem Solving: Problems of a varied nature are encountered. Policies and principles may offer guidance but sophisticated problem solving is required to reach a solution. Analysis and evaluation of alternate solutions is required.</p> <p>Accountability: These positions include senior level individual contributors as well as positions with supervisory responsibility. If supervisory responsibility is involved, the positions supervise more than 3 Employees or contractors.</p>

BAND LEVEL	DESCRIPTION
<p>E</p> <p>Jobscore 476 to 625</p>	<p>General Description: Positions in this category generally include Employees with supervisory responsibility for technical functions or projects, other professionals with supervisory responsibilities and senior level advisors.</p> <p>Knowledge and Skills: These jobs require a fouryear degree or equivalent standing in membership status of a professional association. Alternately, a three-year degree plus a postgraduate diploma may be required. At this level, understanding and motivating people are critical. This may involve motivating a large team of Employees, a project group or undertaking a major role in representing the organisation in dealing with external parties on commercial or technical matters. The incumbent is required to possess Managerial or supervisory proficiency as well as considerable technical expertise. This is usually reached gaining around eight years of experience post qualifications. Persons in these jobs may operate as independent specialists without subordinates but would have responsibility for a company function.</p> <p>Problem Solving: A sophisticated approach to problem solving is required. Policies, standards and principals will offer guidance on problems. Problems of a variable nature are encountered. Analysis and some evaluation of alternate solutions are required.</p> <p>Accountability: Positions may have accountability for a relatively large number of Employees and/or contractors on a project basis. The jobs are generally of a full professional standing.</p>

Appendix C - Travel Expenses

When travelling on company business the Employer seeks to ensure that Employees are provided with a reasonable standard of meals and accommodation, which is on par with a normal standard of living. The Employer also seeks to ensure that Employees are not financially disadvantaged as a result of travelling on company business. However, travel allowances are not intended to provide additional financial benefits on top of salary.

This Appendix provides criteria to be used to determine the appropriate payment for travel expenses.

Travel expenses will be reimbursed or paid as an allowance in accordance with one of the following two methods in agreement between the Employee and the relevant Manager:

Method 1 – Company Paid

Meals, incidentals and/or groceries paid for by a Company credit card, by reimbursement or direct charge to the Company.

Method 2 - Allowances

Allowances will be paid where the Employer does not pay/provide for meals, incidentals and/or groceries.

Meal Allowances

The allowance amounts are within the ATO reasonable travel allowance limit and do not require receipts to be kept or produced by the Employee. The allowance amounts will be reviewed and adjusted annually on 1 July in accordance with the ATO guidelines. See Appendix E - Allowance Matrix for amounts.

Where the Company paid method of payment is used, the ATO reasonable travel expense limits will be used as a guide as to what is considered reasonable expenditure on meals.

Non-Payment of Meal Allowances

No meal allowance is payable where the relevant meal is included with the accommodation or has already been paid for some other way, including groceries, where a meal is provided on flights, training and formal/informal Employer functions where meals are provided.

Incidental Allowance

This allowance is payable each night the Employee is away from home. This amount is for incidental out of pocket expenses that arise in the course of the travel.

The incidental allowance is not payable where the Employer has paid for the incidental items via reimbursement or credit card.

The allowance amounts will be reviewed and adjusted annually on 1 July in accordance with the ATO guidelines. See Appendix E - Allowance Matrix for amounts.

Self-Cook Allowance

Where cooked meals are considered reasonably unavailable. See Appendix E - Allowance Matrix for amounts.

Accommodation Allowance

Where the Employer has not made arrangements for accommodation, the Employee shall seek out Standard Accommodation to the following guidelines.

Standard Accommodation

- Single person per room.
- Each room to have a TV.
- Each room to have a telephone or access to a mobile phone.
- Each room to have a bathroom facility.
- Room to be in good condition and secure.
- Meals to be available in the building or restaurant within the local town.
- Air conditioning.

Sub-Standard Accommodation

If one or more of the criteria for standard accommodation is missing, the accommodation will be categorised as sub-standard and allowance payable. See Appendix E - Allowance Matrix for amounts.

Severely Sub-Standard Accommodation

This includes camping, if required. See Appendix E - Allowance Matrix for amounts. This allowance will apply where:

- General room condition is poor.
- The room/living conditions are not kept to a reasonable level of cleanliness or sanitation.
- Water supply is not drinkable.

Appendix D – Penalty Payments Matrix and Rest Periods and Breaks Matrix

Penalty Payments Matrix (excluding Shift workers)

Explanatory Notes and Definitions:

- **"On-call"** means being on the "On-call" roster to be readily available for duty in emergency situations.
- **"Call Out"** means being required to attend to work duties outside of normal work hours and away from home and are unplanned.

	Standard Penalty/Provision	Variations/Exceptions
Ordinary Time	Minimum four (4) hours per day for part-time Employees.	
Overtime	Mon-Fri – 2 x All-Purpose Hourly Rate; Sat/Sun – 2 x All-Purpose Hourly Rate; Public holiday – 2.5 x All-Purpose Hourly Rate. Meal allowances for overtime are included in the overtime rate and do not apply.	
On-call Allowance	Allowance paid for Employees placed on an on-call roster to be available for call out or to resolve calls from home.	If on-call on a Public Holiday an additional 7.6 hours at the All-Purpose Hourly Rate is paid.
Call Out	Hourly overtime payment: - Mon-Fri - 2 x All-Purpose Hourly Rate; - Sat/Sun - 2 x All-Purpose Hourly Rate; - Public holiday - 2.5 x All-Purpose Hourly Rate. Minimum four (4) hours at the Overtime rate. On-call allowance is paid.	
Calls resolved from home when on-call	Hourly overtime payment: Mon-Fri - 2 x All-Purpose Hourly Rate; Sat/Sun - 2 x All-Purpose Hourly Rate; Public Holiday - 2.5 x All-Purpose Hourly Rate. If on roster a cumulative 30 minutes will not be charged to overtime – any time over 30 mins will be charged at overtime rates. On-call allowance is paid.	Employees with Overtime Allowance - time worked will be deducted from Overtime Allowance hours.
Called out when not rostered to be on-call	Hourly overtime payment: - Mon-Fri - 2 x All-Purpose Hourly Rate; - Sat/Sun - 2 x All-Purpose Hourly Rate; - Public holiday - 2.5 x All-Purpose Hourly Rate. Minimum four (4) hours at Overtime rate.	Employees with Overtime Allowance - time worked will be deducted from Overtime Allowance hours.

Rest Periods and Breaks Matrix

Ordinary Time	A lunch break will be a minimum of 30 minutes.
Overtime (OT) Breaks	A 20-minute paid break at OT rates where OT worked will be 2 hours or more on weekdays. A 20-minute paid break at OT rates where OT worked will be 4 hours or more for Saturday, Sunday and Public Holidays.
10 hour break	Paid at double time at the All-Purpose Hourly Rate, paid until 10-
Finishing work at or after 3.00am	Should an Employee be <u>directed</u> to return to work after a 10-hour break then normal penalty rates apply.
Unpaid break	A minimum of 30 minutes unpaid break (lunch) for day workers.
Paid breaks	Shift work/day work – 2 x 10 minute paid breaks. Shift workers – 20 minute paid meal break.
Break between last call resolved from home and return to work.	Where calls are resolved from home between midnight and 2.5 hours before the normal start time the 10-hour break applies. If directed to work then paid at OT rates until the 10-hour break is taken.
Last call out after 3.00am	Applies to those who leave home to perform work i.e. they don't have to return to work that day but will be paid for the day.

Appendix E – Allowances Matrix

Allowance Type	Year 1 (8 Sep 2023)	Year 2 (8 Sep 2024)	Year 3 (8 Sep 2025)	Comments
	Rate	Rate	Rate	
On-call - Mon to Fri	\$85.05	\$88.45	\$91.99	Per day
On-call - Sat or Sun	\$170.12	\$176.93	\$184.00	Per day
On-call - Weekly	\$768.55	\$799.29	\$831.26	Per week
Project < or = 21 days	\$174.72	\$181.71	\$188.98	Per day
Project > 21 days	\$349.45	\$363.43	\$377.97	Per day
Field	\$100.29	\$104.30	\$108.47	Per day. Does not apply when seconded to a Project
Travel -Sub-Standard Accommodation	\$ 31.58	\$32.85	\$34.16	Per day
Travel - Severely Sub-standard Accommodation	\$91.64 85.36	\$95.31 87.28	\$99.12	Per day
Travel - Self Cook	\$27.03 25.17	\$28.11 25.74	\$29.23	Per day
First Aid	\$1,138.81 1,060.71	\$1,184.36 1,084.58	\$1,231.74	Annualised payment and paid per fortnight

Allowance Type	Rate (22/23)	Comments
Breakfast	\$32.10	Adjusted annually to ATO guidelines effective 1 July
Lunch	\$36.10	Adjusted annually to ATO guidelines effective 1 July
Dinner	\$61.50	Adjusted annually to ATO guidelines effective 1 July
Incidentals	\$23.00	Adjusted annually to ATO guidelines effective 1 July

Appendix F - Redeployment and Redundancy Process

Step 1: Notice of Change

The Employer will identify the specific area and group of Employees potentially affected by any decision that may result in redundancies and advise the relevant Employee/s and their representatives in writing, of the expected impact. If it is possible to consult on any proposed change or review prior to a decision being made, the Employer will make efforts to do so to provide maximum notice of potential change.

Step 2: Consultation

As per clause 10, consultation will take place with Employees and their representatives on the likely impact of the change, including the numbers of Employees who may be declared surplus. Proposals that may mitigate or minimise any adverse effects of the change can be raised by the Employees or their representatives and will be considered by the Employer.

Step 3: Prepare Career Profiles

If there are redundancies, career profiles will be prepared for each person impacted by the change where there are opportunities for redeployment. These profiles will include current grade, qualifications, experience, knowledge, background, training, skills competence, career preferences and mobility for various locations. The profiles form the basis for determining redeployment options.

Step 4: Offers of Voluntary Redundancy (optional)

The Employer may call for applications for voluntary redundancy where appropriate. This may in specific situations involve calling for expressions of interest for voluntary redundancy in targeted areas that are not subject to the change but where it is recognised volunteers may arise and would assist in mitigating the terminations in the area under review. Approval of voluntary redundancy and the calling of expressions of interest for voluntary redundancy remain at the Employer's discretion. The nominations are only current for the change being undertaken and no expressions of interest lists are retained for the future.

Step 5: Selection for available positions

The number of available positions in the area under review will be identified following completion of Step 4, when it is found that the number of Employees is in excess of available positions. These positions will be filled using an objective selection process. Appointments will be made on the basis of merit, using specific selection criteria to determine essential and desirable requirements in line with the principles of equal employment opportunity. The Employer will advise Employees of the criteria used prior to their application and on request Employees are entitled to details of how they have been assessed relative to the criteria.

The Employer will firstly ensure that the available positions are advertised within the

area impacted by the change only, and that job interviews are conducted and selection confined to the Employee/s affected.

Where an Employee is appointed to a position in the area impacted by the change, if there are skills gaps, these will be identified and a training plan prepared to address these gaps.

Employee applying for position with lower salary

Employees impacted by the change may apply for positions with a lower salary than their current salary. Consideration needs to be given to a reasonable time for maintenance of the Employee's current salary level. As a guide, it is suggested that there be no more than a 15% difference between Employee's current salary and the lower position. The Employer has discretion not to make positions available that are in excess of this limit. Where the Employee is successful in obtaining the position, the Employer will maintain the Employee at their current salary until such time as the other position salary is equivalent to the Employee's maintained salary.

Employee offered or placed in suitable alternative position

Employee/s who are declared surplus to operational requirements in one part of the Company may be offered or placed in a suitable alternative position in another part of the Company.

A suitable alternative position is defined as a job that:

- Is reasonably comparable to the Employee's current job,
- Fits generally with the Employee's competencies/skills set, in the same career stream and level of responsibility
- Is in a location that is not unreasonably distant from the Employee's current location or Employee's current place of residence
- Has remuneration and terms and conditions at the same/similar level as the current job
- Does not change the basis of the Employee's employment e.g. from full-time to part-time.

Employees being offered a suitable alternative position will be provided with the following information:

- Role/position description and responsibilities
- Remuneration and employment conditions
- Timing of appointment

If an Employee chooses to decline a suitable alternative position they will no longer be eligible for redundancy/severance pay.

Step 6: Redeployment

If there are still surplus Employees at this point, the Employer will advise those Employees how to access information on alternative positions, and details on the redeployment process.

The Employer will liaise with other business units on the availability of surplus Employees and their areas of capability (using the career profiles or information as agreed to be released by individual concerned).

There is a joint responsibility to maximise opportunities for redeployment. Individuals need to apply for suitable vacant positions and participate in the selection process, including interviews if required.

To maximise the possibility of redeployment, every effort will be made by the Employer to ensure that all vacancies that fit the skillset of the Employees are separated from the normal advertising and selection processes and that priority is

given to the placement of surplus Employees who meet the key selection criteria of relevant vacancies.

A person is available for redeployment up until the effective date of their redundancy.

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

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

Employees who elect to be redeployed in accordance with the above will not be eligible to receive the payments as outlined in Clause 24.2.

Options for redeployment also include fixed term project positions. If there is no permanent role at the end of the fixed term project then the Employee is entitled to redundancy.

Step 7: Redundancy

Where there are no options available for redeployment and all other avenues have been exhausted, the Employer will give the Employee formal notice in writing which details all entitlements and the effective date of redundancy.

The Employer will make available reasonable career transition services to support individuals in the transition as outlined in Clause 24.

Appendix G – Standard Scale of Redundancy Entitlements

Completed Years of Service	Number of Weeks Pay
0 to 1	11
1 to 2	12
3	15
4	17
5	20
6	24
7	28
8	32
9	36
10	40
11 to 12	44
13	45.5
14	49
15	52.5
16	56
17	59.5
18	63
19	66.5
20	70
21	73.5
22	77
23	80.5
24	84
25 and over	87.5

Note:

- A four-week notice period is included in this scale.
- Employees over 45 years of age (with not less than two years continuous service) receive an extra one weeks' notice in addition to the standard scale.
- The redundancy entitlement for Employees hired after 11th July 2016 will be capped at 52 weeks' pay.

Appendix H – Cobar Entitlements

Remote Area Allowance

The Employer acknowledges the impact of the local mining industry on hiring and retaining Employees located in Cobar. The Employer will from time to time apply specific allowances that will allow for the retention and attraction of Employees to the Cobar area.

Employees located in Cobar with subsidised housing are entitled to an annualised Remote Area Allowance of \$4500 per year. Employees located in Cobar without subsidised housing are entitled to a minimum Remote Area Allowance of \$9000 per year. Where an annualised Remote Area Allowance is applicable, this will be payable on a fortnightly basis.

The Employer reserves the right to vary these allowances in line with market trends however will not decrease the allowance during the term of this Agreement.

Remote Area Travel Leave

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

This leave can only be taken in conjunction with annual leave which involves significant travel away from the work base. The leave is non-cumulative and will not be paid on termination.

Travel For Recreation Leave – Annual Entitlement

Employees living in Cobar are entitled to Remote Area Holiday Travel Assistance and may claim the following entitlement once every 12 month period, subject to completion of the Remote Travel Assistance Application form and approval by their manager.

Employees may claim up to a maximum (km) equivalent to the return distance between Cobar and Sydney (1380 km).

The reimbursement will be paid at Australian Taxation Office (ATO) rates and will be tax free. In addition to the kilometre reimbursement, Employees are entitled to claim reasonable accommodation and meals required during their travel to and from Sydney.

Reimbursement will be paid on return from holidays as per ATO requirements.

Employees are required to ensure that they complete the Remote Area Holiday Transport Declaration as required by the ATO.

Travel For Medical Treatment

Due to lack of specialist medical care in Cobar, reimbursement of private vehicle expenses will be provided for an Employee [or his/her dependents living with the Employee] to travel to the closest medical specialist if they are referred by a local general practitioner. In other circumstances a vehicle may be supplied for the travel.

Medical proof is required from both the referring doctor and the specialist who is consulted.

The reimbursement for the Medical Treatment costs should be requested through the standard Employee reimbursement process.

Appendix I – Dandenong Control Room Shift workers – Annualised Salary Structure

Class	Year 1 (8 Sep 2023)		Year 2 – (8 Sep 2024)		Year 3 – (8 Sep 2025)	
	Hourly	Annual	Hourly	Annual	Hourly	Annual
C.1	\$86.99	\$172,561.72	\$90.46	\$179,428.10	\$94.07	\$186,606.39
C.2	\$91.06	\$180,619.57	\$94.71	\$187,860.75	\$98.48	\$195,349.63
C.3	\$95.15	\$188,730.41	\$98.95	\$196,283.48	\$102.92	\$204,146.89
C.4	\$99.21	\$196,786.95	\$103.17	\$204,651.67	\$107.31	\$212,859.86
C.5	\$103.26	\$204,833.32	\$107.40	\$213,041.51	\$111.70	\$221,571.51

This annualised salary structure is applicable to those working permanent shiftwork in Dandenong Control Room as Controllers only.

For the Dandenong Control Room Shiftworkers remunerated as per the salary structure detailed in this Appendix, the following provisions will apply to leave and overtime:

- a) All periods of leave, including but not limited to annual leave, personal leave and long service leave, for the Dandenong Control Room Shiftworkers will be deducted from the appropriate leave balance at a rate of 10.85 hours per shift. (Annual hours divided by number of shifts worked).
- b) All periods of paid leave will be paid at the Dandenong Control Room Shiftworker's annualised hourly rate.
- c) All periods of overtime will be paid at the Dandenong Control Room Shiftworker's annualised hourly rate using the applicable overtime multiplier.

Employees required to work full shifts as Relief Operators in the Dandenong Control Room will be remunerated as per the salary structure detailed in this Appendix.

This Appendix should be read in conjunction with Clause 16 – Overtime and Clause 17 – Shift Work noting that the remuneration provisions detailed above prevail over the provisions in Clauses 16 and 17.

Appendix J – Dandenong Control Room Shiftworkers - Salary Calculation

C.1	
94070.17	Band Appendix A Transmission Classification Structure Rates of Pay
\$47.42	Hourly Rate for Band Appendix A Transmission Classification Structure Rates of Pay
0.62	Subtract annual leave loading absorption 1.3% (Shift Workers Only)
\$46.80	Adjusted Hourly Rate
10%	Multiply by shift allowance percentage rate
\$4.68	Per Hour
\$51.48	Hourly base rate including shift allowance
76	Hours/fortnight shift allowance paid
\$355.68	Shift Allowance per Fortnight
38.35	Hours of Overtime Margin
\$46.80	Multiply by Hours Base rate
\$1,794.78	Overtime Margin Amount
\$355.68	Shift Allowance
\$1,794.78	Overtime Allowance
\$2,150.46	Average Penalties
\$3,556.80	Base Pay / Fortnight (Adjusted hourly rate x 76 hours)
\$2,150.46	Plus Average Penalties per Fortnight
\$5,707.26	Fortnightly Gross Pay
76	Divide by number of hours in pay period
\$75.10	New Hourly Rate
13	Number of Gazetted Public Holidays. (To be reviewed on 1 July each year).
12	Multiply by Average hours paid in Public Holiday
156	Total Public Holiday Hours per annum
\$75.10	Multiply by New Hourly Rate
\$11,714.90	Annual Public Holiday Payment
26.1	Divide by number of pay periods per annum
\$448.85	Public Holiday payment per Fortnight
\$5,707.26	Gross Fortnightly Pay
\$448.85	Plus Public Holiday payment per Fortnight
\$6,156.11	Total Gross Fortnightly Pay
76	Divide by number of hours in pay period
\$81.00	Annualised Hourly Rate
\$160,674.39	Total Gross Pay (Gross fortnightly pay x 26.1 pays)
\$160,708.50	Current Yearly

1.70845 Factor for increase of base salary

Includes payment of shift allowance for 76 hours per fortnight.

Includes shift changeover time of 21.4 minutes for 7 shifts/fortnight (equivalent to 15 minutes for 10 shifts/fortnight).

This Appendix should be read in conjunction with Clause 16 – Overtime and Clause 17 – Shift Work noting that the remuneration provisions detailed above prevail over the provisions in Clauses 16 and 17.

Appendix K – APA GasNet Australia (Operations) Redundancy Package

The following entitlements relates only to Employees located in Victoria who were previously covered by the GasNet Enterprise Agreement 2005 and employed prior to 31 December 2008.

- Severance payment of three weeks pay for every year of service.
- Notice period.
- Accrued annual leave payment.
- Accrued long service leave payment.
- Special provision in lieu of long service leave accrued (where applicable).
- Payment in lieu of time owing (where applicable).
- Superannuation.

Severance Pay

This payment will be calculated on the basis of three weeks pay for each year of service, plus an amount calculated pro rata based on each completed day for the incomplete year, and be based on the Employee's current wage/salary rate plus any all-purpose allowances. The payment for shift workers will be based on their average wage arrangements. The total amount of severance pay shall not exceed the ordinary pay that the Employee would have earned up to the first anniversary of joining the Superannuation Fund following the Employee's sixty fifth birthday.

Notice Period

A notice period of four weeks (five weeks if the Employee is aged 45 years or over) will be made to employees upon the termination due to redundancy. The Employer may determine that payment in lieu can be made and that it is not necessary for the employee to work the period of notice.

Annual Leave

A payment representing any outstanding balance, plus pro rata leave calculated to the nearest week, at the employee's current wage/salary plus any all-purpose allowances and the annual leave loading. The payment for shift workers will be based on their average wage arrangements.

Long Service Leave

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

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

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

Payment in Lieu of Time Owing

This is paid out at the base rate plus work related allowances (or shift loading if applicable), accordingly to balance accrued.

Superannuation

A non-discounted superannuation payment, i.e. a lump sum equal to the Accrued Retirement Benefit. That is:

For Defined Benefit Fund members:

- 22% of final salary for each year of membership before 1 September 1987 plus;
- 21% of final salary for each year of membership between 31 August 1987 and 30 June 1993 plus;
- 18% of final salary for each year of membership after 30 June 1993.

For accumulation Fund members the total net balance in the member's account will be payable when termination with GasNet occurs, subject to the Government's preservation regulations.

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

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

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

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

Appendix L - Overtime Allowance 'Predictable Overtime' NSW

For Employees who were covered by the APA NSW Transmission Pipelines Enterprise Agreement 2011 – 2014, and who had an annualised salary which included Predictable Overtime hours, the following conditions apply in place of Clause 15.4.b of this Agreement.

All other conditions under Clause 16 apply and should be read in conjunction with this Appendix.

Predictable Overtime

- An individual may not be offered to have overtime annualised.
- Predictable overtime is normally only applicable to 'positions deemed suitable.
- Predictable overtime hours are set on a financial year basis and form part of an annualised salary. Hours in excess of the predictable component may be taken as time off in lieu or claimed on a timesheet. Manager and colleague must agree in advance as to which option will be followed.
- At November each year the actual 'predictable overtime' worked by a group will be considered in association with forecasts of manpower and workload for the following year, to determine the following year's 'predictable overtime' for each individual. Management will carry out this determination and any change to an individual's predictable level of overtime for the following year will be advised by June 10th. Variations from year to year in predictable overtime levels will not exceed or be less than 30 hours on each occasion unless otherwise agreed. Due to the differing levels of skills and work tasks, individual overtime may differ in each group but similar roles will normally have similar levels.
- Where an Employee (or their Manager) believes that they cannot work their annual predictable level (other than for lack of work) they will be excluded from the groups and may not be eligible for predictable overtime. Under these circumstances annualised salaries will be adjusted to suit the revised program and will not be maintained.

Where predictable overtime levels exceed new predictable overtime levels, previous levels will be maintained for salary purposes except that pay increases will be applied to the true salary (base salary).

Appendix M Discipline and Counselling Procedure

The Employer is responsible for the provision of counselling, the enforcement of disciplinary measures, and the termination of employment of Employees in accordance with the following procedure:

Investigation

Where it is alleged there is a breach of policy/procedure or inappropriate behaviour has occurred, an investigation shall be conducted to ascertain the facts and the Employee shall be given adequate opportunity to respond to the evidence before a decision is made on disciplinary action.

The Employee may be suspended from normal duties with pay while the matter is investigated until the appropriate action has been determined.

Representation

An Employee has the right to choose to have present a representative/support person of their choice at any disciplinary or dismissal interview.

Summary Dismissal

Where the Employer decides that the offence is serious enough to warrant summary dismissal, the Employee will not be entitled to notice of termination.

Counselling and Discipline

Where, in the opinion of the Employer, the breaches of discipline do not warrant summary dismissal, a system of counselling and discipline interviews shall apply.

In cases requiring external professional counselling this will be arranged in line with the Employers Employee Assistance Program (EAP).

The Employer reserves the right to skip any steps in this process or to proceed directly to a third and final interview and warning where the Employer considers that the Employee's poor performance or poor behaviour is of a particularly serious nature.

A summary of each interview shall be documented and both parties shall sign and acknowledge the content of the interview. The Employee shall be free to record any comment on the documentation.

a. **First Interview – Counselling**

The Manager shall discuss with the Employee the poor performance or misconduct and decide on the appropriate action to remedy the situation. This interview will be recorded in writing and may be followed by a letter of warning being issued to the Employee.

b. **Second Interview – Disciplinary**

A second interview will be held where the first does not achieve the desired result within the timeframe agreed in the first interview or where the Employee is involved in further misconduct or poor performance. The Manager will clearly state the improvements expected of the Employee and appropriate remedial action will be decided.

c. Third Interview- Final Warning

Where a third interview is required the Employee shall be given a final warning in writing that dismissal is likely to occur unless the Employee's performance or conduct improves.

d. Dismissal

If the Employee's performance does not reach the level specified in the third interview, the Employer may decide to terminate the Employee's employment.

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580 George Street
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APA Group



APT Management Services Pty Ltd
ABN: 58 091 668 110

APT AM Employment Pty Ltd
ABN 89 124 754 356

APA Gansnet Australia (Ops) Pty Ltd
ABN: 65 083 009 278

29 April 2016

Mr Ben Davis
Secretary Victorian Branch
The Australian Workers' Union
685 Spencer Street
West Melbourne VIC 3003

Mr Craig Kelly
Assistant State Secretary
The Australian Manufacturing Workers Union
Level 1, 251 Queensberry Street
Carlton South VIC 3053

Mr Wes Hayes
Assistant Secretary
Electrical Trades Union
Level 1, 200 Arden Street
North Melbourne VIC 3051

Dear Mr Davis, Mr Kelly & Mr Hayes,

**RE: APA Transmission Pipelines (NSW, VIC & SA excl. Moomba) Enterprise Agreement 2015 --
Company undertakings**

This letter confirms the undertakings provided by the Company (i.e. APT Management Services Pty Ltd and APT AM Employment Pty Ltd and APA VTS Australia (Operations) Pty Ltd) during negotiations for the APA Transmission Pipelines (NSW, VIC & SA excl. Moomba) Enterprise Agreement 2015 (**Agreement**)

This letter will be referenced in the Agreement; for the purpose of incorporating the matters provided for into the Agreement. The undertakings provided by the Company are:

1. Private use of company motor vehicles

For those Victorian employees detailed in the schedule provided to the bargaining representatives, the Company recognises the arrangements for private use of Company motor vehicles as outlined in the Company's letter of 5 October 2009 to The Australian Workers' Union, and in letters provided to these employees in May 2010.

In the event that the Company makes any changes to these arrangements, any dispute will be resolved through the Dispute and Grievance Procedure of the Agreement.

2. Loading for existing casual employees

There are currently five employees detailed in the schedule provided to the bargaining representatives engaged as casuals and in receipt of a casual loading of 30%.

The Company will continue to honour this arrangement for these five employees for duration of their current engagement and any future casual engagements of these five employees.

3. Home office provisions

The Company will continue to provide appropriate connectivity and communications to regional based employees to allow them to work from home.

These arrangements will remain whilst it is impractical for the employee to be based at an APA facility. The arrangement will be reviewed as new work practices and technologies are implemented.

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4. Superannuation on annualised predictable overtime components

The Company will continue with the existing arrangements of calculation of superannuation contributions on annualised salary, including annualised predictable overtime components, for New South Wales employees detailed in the schedule provided to the bargaining representatives whilst they remain in the current roles as outlined in the letters provided to impacted employees dated 27 November 2015.

5. Transition of those previously covered by the APA NSW Transmission Pipelines Enterprise Agreement 2011-2014

The Company will continue to recognise the terms of the Memorandum of Understanding with the AMWU dated 22 June 2015 detailing the process to transition employees covered by the APA NSW Transmission Pipelines Enterprise Agreement 2011-2014 into a classification structure the same as the APA Transmission Pipelines (NSW, VIC & SA excl. Moomba) Enterprise Agreement 2015

The schedules of employees referred to above will be held by the HR Shared Services and a copy of this letter placed on the individual file of relevant employees.

If you have any questions about this letter and what is required, please contact me on 03 9797 5317.

Yours sincerely,

Jeff Robbins
Manager, Human Resource VIC